



Ceylon Government Gazette

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and General Government Notifications.

PART II.—Legal and Judicial.

PART III.—Provincial Administration.

PART IV.—Land Settlement.

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UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE TIMES OF CEYLON COMPANY, LIMITED.

1. The name of the Company is "THE TIMES OF CEYLON 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 or otherwise acquire and take over from Frank Augustus Capper as a going concern the business of newspaper proprietors, printers, agents, and proprietors of the *Times of Ceylon* and connected publications, now carried on by Frank Augustus Capper, Francis Crosbie Roles, and Harry Woosnam Mills, under the style or firm of Capper and Sons in Colombo and of Capper Brothers in London, together with the copyright (if any) of the said *Times of Ceylon* and connected publications, and all other the assets of the proprietors of the said business.
 - (b) To carry on in Great Britain and in the Island of Ceylon and in any other part of the world all or any of the following businesses:—Newspaper proprietors and publishers, press correspondents, news agents, telegraphic and general agents, journalists, reporters, stationers, printers, engravers, type foundry, die sinkers, photographers, block makers, lithographers, envelope manufacturers, bookbinders, account book manufacturers, machine rulers, numerical printers, paper makers, paper bag and account book makers, box makers, cardboard manufacturers, railway and tramway and other ticket manufacturers, dealers in parchment, dealers in stamps, contractors for advertisements and advertising, advertising agents, bill posters, designers, draughtsmen, ink manufacturers, book sellers, publishers, paper manufacturers, law stationers, typewriters, type copyists, dealers in materials used in the manufacture of paper, cabinet makers, engineers and dealers in or manufacturers of any other articles or things of a character similar or analogous to the foregoing or any of them or connected therewith.
 - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, compositors, binders, machine minders, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any at such rate as shall be thought fit.
 - (d) To acquire by purchase or otherwise or to establish periodicals, newspapers, magazines, books, journals, and other literary works or the goodwill thereof, and to undertake and carry on the same.
 - (e) To establish competitions in respect of contributions or information suitable for insertion in any publication of the Company, otherwise for any of the purposes of the Company, and to offer and grant prizes, rewards and premiums of such character and on such terms as may seem expedient.
 - (f) To undertake and transact all kinds of agency which an ordinary individual may legally undertake.

- (g) To provide for, furnish, or secure to any Shareholders of the Company or customers of or to any subscribers to or purchasers or possessors of any publication of the Company or of any coupon or ticket issued with any publication of the Company any chattels, conveniences, advantages, benefits, or special privileges which may seem expedient and either gratuitously or otherwise.
- (h) To carry on any other businesses and processes in connection with the above mentioned business as are necessary or naturally carried on in connection therewith or are naturally incident thereto.
- (i) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render valuable any of the Company's property or rights.
- (j) To lease or by other means acquire part of the premises known as the Times Building, situate in the City of Colombo, and any other freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges, or easements of or in respect of any property and any buildings, factories, mills, offices, works, roads, machinery, engines, plant, vessels, or things, and any real or personal property or rights whatever which may be necessary for or may be conveniently used with or may enhance the value of any other property of the Company.
- (k) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, factories, mills, offices, works, roads, machinery, engines, walls, fences, or other works and conveniences or to join with any person firm or Company in doing any of the aforesaid and to work, manage, and control the same or join with others in so doing.
- (l) To apply for purchase or by other means acquire and protect, prolong, and renew, whether in the United Kingdom, Ceylon, or elsewhere in the world, any patents, patent rights, brevets d'invention, licenses, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licenses or privileges in respect of the same.
- (m) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which this Company is authorized to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in or amalgamate with or enter into any arrangement for sharing profits, union of interests, co-operation, or joint adventure or for limiting competition or for mutual assistance with any such person, firm, or company, and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired any shares, debentures, or securities that may be agreed upon, and to hold and retain or sell, mortgage, and deal with any shares, debentures, or securities so received.
- (n) To improve, manage, cultivate, develop, exchange, let on lease, or otherwise mortgage, sell, dispose of, turn to account, grant rights, and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (o) 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.
- (p) To lend and advance money or give credit to such persons and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to give guarantees or become security for any such persons.
- (q) To borrow or raise money in such manner as the Company shall think fit and in particular by mortgage and by the issue of debentures or debenture stock perpetual or otherwise, and to secure the repayment of any money borrowed, raised or owing by mortgage charge or lien upon the whole or any part of the Company's property or assets, whether present or future including its uncalled capital, and also by a similar mortgage charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake and to purchase, redeem or pay off any such securities.
- (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, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (t) To enter into any arrangements with any Government or authorities (Supreme, Municipal, local, or otherwise) or any corporations, companies, or persons that may seem conducive to the Company's objects or any of them and to obtain from any such Government authority corporation, company, or person any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable; and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges, and concessions.
- (u) To subscribe for take purchase or otherwise acquire and hold shares or other interest in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (v) To act as agents or brokers, and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others, and either alone or in conjunction with others.
- (w) To remunerate any person, firm or company rendering services to this Company whether by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise.
- (x) To pay all or any expenses incurred in or in connection with or preliminary or incidental to the formation, promotion, and incorporation of the Company or to contract with any person, firm or company to pay the same and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares, debentures, debenture stock, or securities of the Company.
- (y) To support and subscribe to any charitable or public object and any institution, society, or club which may be for the benefit of the Company or its employees or may be connected with any town or place where the Company carries on business to give pensions, gratuities, or charitable aid to any person or persons who may have served the Company or to the wives, children, or other relatives of such persons; to make payments towards insurance and to form and contribute to Provident and Benefit Funds for the benefit of any persons employed by the Company.
- (z) To procure the Company to be registered or recognized in any other country or place.
- 2a) To promote any other company for the purpose of acquiring all or any of the property and undertaking any of the liabilities of this Company or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company and to place or guarantee the placing or underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

- (zb) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (zc) To sell or otherwise dispose of the whole or any part of the undertaking of the Company either together or in portions for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any company purchasing the same.
- (zd) To distribute among the Shareholders of the Company in kind any property of the Company, and in particular any shares, debentures, or securities of other companies belonging to this Company or of which the Company may have the power of disposing.
- (ze) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them. And it is hereby declared that the intention is that the objects specified in each paragraph of this clause shall, except where otherwise explained in such paragraph be in nowise restricted by inference to or inference from the terms of any other paragraph of the name of the Company.

4. The liability of the Shareholders is limited.

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

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
F. CAPPER (by his attorney F. CROSBIE ROLES), Colombo	One
F. CROSBIE ROLES, Colombo	One

Witness to the above signatures, this ninth day of November, 1910, at Colombo :

V. A. JULIUS,
Proctor, Supreme Court, Colombo.

H. WOOSNAM MILLS, Colombo	One
A. SCANES, Colombo	One
T. JONES, Colombo	One
K. WOOSNAM MILLS, Colombo	One

Witness to the above signatures, this ninth day of November, 1910, at Colombo :

V. A. JULIUS,
Proctor, Supreme Court, Colombo.

A. L. HUTCHISON (by his attorney F. CROSBIE ROLES), 27, Mincing lane, London,	One
E. C.	One

Witness to the above signature, this ninth day of November, 1910, at Colombo :

V. A. JULIUS,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE TIMES OF CEYLON COMPANY, LIMITED.

THE regulations contained in the Table C in the schedule annexed to "The Joint Stock Companies' Ordinance, 1867," shall not apply to this Company, which shall be governed by the regulations contained in these Articles, but subject to repeal, addition or alteration by special resolution.

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

INTERPRETATION CLAUSE.

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

The word "Company" means "The Times of Ceylon 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.

"Paid up" shall include "credited as paid up."

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

BUSINESS.

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

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

CAPITAL.

4. The original capital of the Company is Four hundred and Fifty thousand Rupees (Rs. 450,000) in shares of One hundred Rupees (Rs. 100) each.

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

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

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

SHARES.

8. The shares shall be under the control of the Directors, who may allot and dispose of the same to such persons on such terms and in such manner as they think fit. Shares may be issued at par or at a premium.

9. 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 in the time of payment of such calls.

10. 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.

11. The Company shall be entitled to treat the person whose name appears upon the register in respect of any share as the absolute owner thereof, and shall not be under any obligation to recognize any trust or equity or equitable claim to, or interest in, such share, whether or not it shall have express or other notice thereof.

12. 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.

13. 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.

JOINT-HOLDERS OF SHARES.

14. Where two or more persons are registered as the holders of any shares, they shall be deemed to hold the same as joint tenants, with benefit of survivorship, subject to the provisions following:—

- (a) The Company shall not be bound to register more than three persons as the holder of any share.
- (b) The joint-holders of any share shall be liable severally as well as jointly in respect of all payment which ought to be made in respect of such shares.
- (c) On the death of any one of such joint holders the survivor or survivors shall be the only person or persons recognized by the Company as having any title to such share, but the Directors may require such evidence of death, as they may deem fit.
- (d) Any one of such joint holders may give effectual receipts for any dividend, bonus, or return of capital payable to such joint-holders.
- (e) Only the person whose name stands first in the register of Shareholders as one of the joint-holders of any share shall be entitled to delivery of the certificate relating to such share or to receive notices from the Company, or to attend or vote at General Meetings of the Company, and any notice given to such person shall be deemed notice to all the joint-holders, but any one of such joint-holders may be appointed the proxy of the person entitled to vote on behalf of the said joint-holders, and as such proxy to attend and vote at General Meetings of the Company.

CALLS ON SHARES.

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

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

17. If the call payable in respect of any share be not paid before or on the day appointed for payment thereof, the holder for the time being of such share shall be liable to pay interest for the same at such rate not exceeding nine per centum per annum, as the Directors shall appoint from the day appointed for the payment thereof to the time of actual payment, but the Directors may, if they shall think fit, remit the payment of such interest or any part thereof.

18. A call may be made payable by instalments.

19. If by the terms of any prospectus or by the conditions of allotment any amount is payable in respect of any shares by instalments, every such instalment shall be payable as if it were a call duly made by the Directors and of which due notice had been given, and all provisions hereof with respect to the payments of calls and interest thereon or to the forfeiture of shares for non-payment of calls shall apply to such instalments, and the shares in respect of which they are payable.

20. The Directors may, if they think fit, receive from any Shareholder willing to advance the same all or any part of the moneys due upon the shares held by him beyond the sums actually called for; and upon the moneys so paid in advance or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate as the Shareholder paying such sum in advance and the Directors agree upon, or in default of agreement at such rate not exceeding seven per centum per annum, as the Directors shall think fit.

TRANSFER OF SHARES.

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

22. Every transfer of a share shall be conducted in the following manner :—

- (a) The transferring member shall first in writing offer the share (hereinafter called the "offered share") to the Directors for purchase by the nominee or nominees of the Directors either at a price specified in the said offer or, in the option of the Directors, at the price hereinafter defined as the standard price.
- (b) If the Directors shall within six weeks from the day of such offer in writing accept the offered share on behalf of any nominee or nominees of the Directors, who may agree to accept the same at the price specified in the offer or at the standard price, the transferring Shareholder shall sell and transfer the offered share to such nominee or nominees, as the case may be, and the Directors shall have absolute discretion in selecting such nominee or nominees.
- (c) If the Directors shall not accept the offer within six weeks, or shall refuse the offer within that period, the transferring Shareholder may transfer the share to any purchaser approved of by the Board.

23. The standard price shall be held to be the sum ascertained and fixed by the Auditor or Auditors of the Company for the time being as the intrinsic value of the share on the last preceding balance sheet without taking into account anything for the value of goodwill or prospective or unexecuted contracts or other circumstances which might increase the market value, but taking into account actual loss or abnormal cause of depression which may have occurred since the last balance sheet, and the Auditor or Auditors for the time being shall in regard to that matter be, and he or they are hereby appointed sole arbiter or arbiters between the parties interested, and his or their decision and certificate shall be final and binding upon all concerned.

24. Should a Shareholder offer for sale at any one time a block of more than ten shares, such shares shall be offered by the Directors to the other Shareholders for the time being at the standard price, and in proportion to the number of shares held by each Shareholder in the Company.

25. Shares when transferable may be transferred by any usual common form of instrument of transfer.

26. The Board may decline to register any transfer of shares by a Shareholder who is indebted to the Company, or of any share on which the Company has a lien, or any transfer of shares made by any person in any case where they shall consider the proposed transferee to be an irresponsible person or that the transfer will not be conducive to the interests of the Company, or in case of shares not fully paid up to any person not approved by them.

27. In no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declinature shall be absolute.

28. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor or his right to transfer his shares, and a fee of 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 22, 23, and 27, shall register the transferee as a Shareholder and retain the instrument of transfer, but any instrument of transfer which the Directors may decline to register shall on demand be returned to the person depositing the same.

29. The executors or administrators of a deceased Shareholder shall be the only persons recognized by the Company as having any title to the registered shares or stock of such Shareholder, and such right or title shall be limited to the right to receive dividends and to transfer according to these Articles and the regulations of the Company.

30. Save as aforesaid, no person interested in a share in consequence of the death, bankruptcy, or insolvency of any Shareholder, or by any lawful means other than by transfer in accordance with these regulations, shall have any right in respect of the said share other than the right to offer the same to the Directors for purchase in manner aforesaid or to transfer the same in accordance with these Articles and regulations.

31. 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.

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

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

TRANSMISSION OF SHARES.

34. 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.

35. 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.

36. 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 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.

37. 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.

38. 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 instalments, with interest and expenses due in respect thereof, be declared forfeited by a resolution of the Board to that effect.

39. 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.

40. 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.

41. 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.

42. 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 money 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 more 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.

43. 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.

44. 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 shares the lien exists be in England or elsewhere abroad, sixty days' notice shall be allowed him.

45. 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.

46. 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.

47. 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.

48. 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 or special privileges 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.

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

50. 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.

51. The Director may raise or borrow money for the purposes of the Company's business, or for erecting, maintaining, repairing, or extending buildings, machinery, or plant, or otherwise, provided that the money so borrowed or raised, and owing at any time, shall not without the sanction of a General Meeting exceed in addition to debentures for Sixty-five thousand rupees, and mortgages of the Company's buildings for the sums of Rupees One hundred thousand, and of Rupees Ninety thousand (which are to be issued and signed by the Company as soon as it is incorporated), the sum of Rupees Twenty thousand.

52. 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.

53. For the purpose of securing the repayment of any such moneys so borrowed or raised, or for any other purposes, the Directors may grant, create, execute, and issue any mortgages, cash, credits, debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, lands, property, rights, and assets

of the Company, both present and future, including uncalled capital or unpaid calls, or may make, accept, or endorse on behalf of the Company any promissory notes or bills of exchange.

54. Any such securities may be issued, either at par or at 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.

55. 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.

56. 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.

57. 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.

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

59. 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.

60. Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company.

Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the Shareholders convening the meeting may themselves fix.

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

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

63. 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.

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

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

66. No business shall be transacted at any 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 or represented at the commencement of the business two or more Shareholders entitled to vote.

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

68. 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.

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

70. 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.

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

VOTING AT MEETINGS.

72. 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.

73. 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.

74. 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.

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

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

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

78. Votes may be given either personally, or by proxy, or by attorney.

79. 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.

80. 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.

81. 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.

82. 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.

83. 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 shall, as nearly as circumstances will admit, be in the following form:—

The Times of Ceylon 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 _____

84. 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.

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

DIRECTORS.

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

87. The first Directors shall be Frank Augustus Capper, Francis Crosbie Roles, and Harry Woosnam Mills; who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

88. One or more of the Directors may be appointed by the Directors to act as Managing Director, or Managing Directors, or Secretary, 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 Managing Director or Managing Directors or Secretary.

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.

89. 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.

90. 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.

91. 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.

92. Retiring Directors shall be eligible for re-election.

93. 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.

94. 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.

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

The Directors may at any time add another Director to the Board, provided the total number of Directors, with such new Director, shall not exceed the number limited by clause 86, or as increased or reduced under this clause.

96. 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.

97. 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.

98. The Company may, by a special resolution, remove any Director before the expiration of his period of his 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.

99. Every Director or officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his wilful acts or defaults; and no Director or officer shall, nor shall the heirs, executors, or administrators of any Director or officer, be liable for the acts or defaults of any other Director or officer, or for any loss or expense happening to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortuous acts 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.

100. 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.

101. The office of the Director shall be vacated—

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

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

POWERS OF DIRECTORS.

102. Power to sign debenture mortgage bonds.

103. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director or Managing Directors, 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 any lands or buildings and otherwise in or about the working and business of the Company.

104. The Directors shall have power to make, and may make, such rules or regulations for the management of the business and the property of the Company as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and, in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, superintendents, assistants, clerks, artisans, labourers, and other servants for such period or periods, and with such remuneration, and at such salaries, and 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.

105. 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 regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

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

106. 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.

107. 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 authorize 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.

108. 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.

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

- (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 substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.
- (g) Before recommending any dividend to set aside out of the profits of the Company, such sums as they think proper as a reserve fund to meet contingencies or for special dividends, or for equalizing dividends, or for repairing, improving, and maintaining any of the property of the Company, and for other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company, and to invest the several sums to 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.

110. 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.

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

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

113. 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.

114. 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 person or purposes, but every committee so formed shall, in exercise of the powers delegated to it, conform to all such regulations as may be prescribed by the Board. All acts done by any such committee, in conformity with such regulations and in the fulfilment of the purposes of their appointment, but not otherwise, shall have the like force and effect as if done by the Board.

115. 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.

116. 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.

117. 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.

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

- (1) Of the names of the Directors present at each meeting of the Directors.
- (2) Of all appointments of (a) officers and (b) committees made by 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.

119. 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 transactions 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.

120. 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.

121. 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 any of them shall be open to the inspection of the Shareholders, and no Shareholders shall have any right of inspecting any account or book or document of the Company, except as conferred by statute or authorized by the Directors, or by a resolution of the Company in General Meeting.

122. 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.

123. The statement so made shall show, arranged under the most convenient heads, the amounts of gross income, and the amount of gross 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.

124. The balance sheet shall contain a summary of the property and liabilities of the Company.

125. 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.

126. A 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.

AUDIT.

127. 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.

128. 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.

129. 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.

130. 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.

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

132. 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.

133. 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.

134. 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.

135. 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.

136. 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.

137. 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 may invest the same in such securities as they may select, or may place the same in fixed deposit in any bank or banks, and may from time to time deal with and vary such investments.

138. The Directors may from time to time apply such portions as they think fit of the reserve fund to meet contingencies, or for equalizing dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company or any part thereof, or for any other purposes connected with the interest of the Company that they may from time to time deem expedient without being bound to keep the same separate from the other assets.

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

140. 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.

141. 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.

142. 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.

143. 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.

144. 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.

145. 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 Shareholder 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.

146. 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.

147. 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.

148. 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 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.

149. 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.

150. 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.

151. 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.

152. 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.

153. 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 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.

154. 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 dissolution, or at any other time when a sale of the Company's property or effects or any part thereof shall be made by the Directors under the powers hereby or under the Ordinance conferred upon them.

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Colombo, this ninth day of November, 1910.

F. CAPPER (by his attorney F. CROSBIE ROLES).
F. CROSBIE ROLES.

Witness to the above signatures at Colombo :

V. A. JULIUS, Proctor, Supreme Court, Colombo.

H. WOOSNAM MILLS.
A. SCANES.
T. JONES.
K. WOOSNAM MILLS.

Witness to the above signatures at Colombo :

V. A. JULIUS, Proctor, Supreme Court, Colombo.

A. L. HUTCHISON (by his attorney F. CROSBIE ROLES).

Witness to the above signature at Colombo :

V. A. JULIUS, Proctor, Supreme Court, Colombo.

[Third Publication.]

MEMORANDUM OF ASSOCIATION OF WALKER AND GREIG, LIMITED.

1. The name of the Company is "WALKER AND GREIG, LIMITED."
2. The registered office of the Company is to be established at Glencairn, Dikoya.
3. The objects for which the Company is established are—
 - (a) To purchase and acquire from Mr. John Walker the business now carried on by him under the name, style, and firm of Walker and Greig at Glencairn, Tillicoultry, Badulla, Haputale, and Colombo, including the goodwill, stock-in-trade, fittings, implements, and appliances of every kind now in the possession of the said John Walker, together with the real and personal movable and immovable property and all rights held and enjoyed in connection with such business and the goods that may arrive in execution of orders given by or for the said John Walker, and also all leases, agreements, and engagements held by or for the said John Walker and all debts due to the said John Walker.
 - (b) To carry on in the Island of Ceylon or elsewhere the business of mechanical engineers, moulders, machine and engineering, tool-makers, boiler-makers, mill-wrights, and metal-workers, and also to import, buy, sell, retail, manufacture, and deal in machinery, rolling stock, iron, steel, and metal implements, tools, utensils, fittings, and conveniences of all kinds which can be conveniently dealt in by the Company.
 - (c) To carry on in the Island of Ceylon or elsewhere the business of merchants, chemists, printers, provision dealers, storekeepers, and wine and spirit merchants, and also to import, buy, sell, retail, and deal in provisions, oilman stores, general goods, fancy articles, wines, spirits, and other goods and articles.
 - (d) To act as and carry on the business of commission and general agents, either in continuation or extension of the business carried on by the said John Walker.
 - (e) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business.

- (f) To purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights or privileges which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being, and in particular any land, buildings, easements, concessions, patents, patent rights, or rights of an analogous character, whether British or foreign licenses, secret processes, trademarks, copyrights, engines, machinery, tramways, railways, docks, ships, boats, barges, rolling stock, plant, implements, tools, patterns, of all kinds, and stock-in-trade.
- (g) To acquire by lease, purchase, or otherwise fields of coal, iron, manganese, lime, fireclay, and other metals, minerals, and substances, including sandstone, and to search for, get, work, raise, make merchantable, sell, and deal in coal, iron, ironstone, brickearth, bricks, and other metals, minerals, and substances.
- (h) To manufacture into marketable commodities all residual or bi-products resulting from any manufactures in which the Company may be engaged.
- (i) To purchase or otherwise acquire and undertake all or any part of the business, property, and liabilities of any corporation or company, person or persons, carrying on any business which this Company is authorized to carry on or possessed of property suitable for the purposes of the Company.
- (j) To amalgamate, unite, or co-operate, either generally or to any limited extent or for any period (determinable, continuous, or otherwise), with any corporation, company, person or persons already or hereafter to be established for or engaged in objects, all of which are or shall be within the scope of or connected with any of the objects of this Company; and to purchase or acquire the business, or any interest in the business, or in any branch of the business, carried on by any such corporation, company, person or persons, and being a business which this Company is authorized to carry on, and for any such purpose to make and enter into any contracts, agreements, or arrangements, and to undertake any liabilities.
- (k) To enter into partnership or into any arrangement for sharing profits, union of interests, reciprocal concession, or co-operation with any corporation, company, person or persons carrying on, or about to carry on, any business which this Company is authorized to carry on, 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.
- (l) To pay for any property or business or services rendered or to be rendered, in shares (to be treated as either wholly or partly paid up) or debentures or debenture stock of the Company, or in money, or partly in shares or debentures or debenture stock, and partly in money.
- (m) To sell, lease, let on hire, improve, work, manage, develop, mortgage, dispose of, turn to account, or otherwise deal with all or any of the property and rights of the Company, and to construct, maintain, and alter any buildings, tramways, railways, docks, or works necessary or convenient for the purposes of the Company, and grant licenses to use any inventions belonging to the Company.
- (n) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company, either formed to acquire the same, or having objects altogether or in part similar to those of this Company.
- (o) To promote any other company for the purpose of acquiring all or any of the property, rights, and liabilities of the Company, or of advancing, directly or indirectly, the objects or interests thereof, or for any other purpose which may seem directly or indirectly calculated to benefit this Company, and to take or otherwise acquire and hold shares, stocks, or obligations of any such Company, or any other Company having objects altogether or in part similar to those of this Company, and also to purchase, acquire, and hold any interest in, or shares, or stocks of railway, companies, dock companies, tramway companies, electric light companies, and any other companies in the United Kingdom, Ceylon, or elsewhere, carrying on any business capable of being conducted so as directly or indirectly to benefit this Company, and to guarantee the payment of any debentures or other securities issued by any such companies, and upon a distribution of assets or division of profits to distribute any such shares, stocks, or obligations amongst the members of this Company in specie.
- (p) To invest, lend, or otherwise deal with the moneys of the Company, not immediately required, upon such security, or without security, and in such manner as may from time to time be determined, and in particular to lend money to customers and other parties dealing with the Company, and to guarantee the performance of contracts by any such persons.
- (q) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money, or any other purpose, to issue any mortgages, 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 property of the Company, present and future, including uncalled capital or the unpaid calls of the Company, and to exchange or vary from time to time any such securities.
- (r) To make, accept, endorse, and execute promissory notes, bills of exchange, and other negotiable instruments.
- (s) To apply for and promote any Ordinance, Act of Parliament, order, or other Legislative or legal sanction, either in Ceylon or elsewhere, for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, and to enter into arrangements with any Government or authorities, Supreme, Municipal, local, or otherwise, and to obtain from any such Government or authority all rights, concessions, and privileges that may seem conducive to the Company's objects or any of them.
- (t) To procure the Company to be registered, domiciled, or recognized in any foreign country, colony, or place, and to establish and regulate in the United Kingdom, Ceylon, or in the Colonies, or elsewhere abroad, agencies for any of the purposes of the Company.
- (u) To provide for the welfare of persons in the employment of the Company, or formerly in their employment, and the widows and children of such persons, and others dependent upon them, by granting money or pensions, providing schools, reading rooms, places of recreation, subscribing to sick or benefit clubs, or societies, or otherwise, as the Company shall think fit.
- (v) To establish and support, or aid in the establishment and support of associations, institutions, or conveniences calculated to benefit persons employed by the Company, or having dealings with the Company, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or any public, general, or useful object.
- (w) To do all or any of the above things in the United Kingdom, Ceylon, or elsewhere, either as principals, agents, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, corporations, or otherwise.
- (x) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them, or which may be conveniently carried on and done in connection therewith, or which may be calculated directly or indirectly to enhance the value of or render profitable any business or property of the Company.

4. The liability of the Shareholders is limited.

5. The capital of the Company is One million Rupees (Rs. 1,000,000), divided into Ten thousand shares of One hundred Rupees (Rs. 100) each, with power to increase or reduce the capital. In case the Company shall increase its capital by the issue of new shares, such shares may be issued upon the terms specified in the Articles of Association for the time being of the Company.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
JOHN WALKER, Dikoya	One
MAY WALKER, Dikoya	One
IAN DOUGLAS WALKER, Lindula	One
ELIZABETH ANNE MACDONALD, Lindula	One
JAMES MCDOWALL MACDONALD, Lindula	One
MARY McROBIE COPELAND, Haputale	One
JAMES WATT COPELAND, Haputale	One

Dated this 8th day of November, 1910.

Witness to the signatures of JOHN WALKER and MAY WALKER :

November 8, 1910.

A. D. BURDEN, Ironmonger.

Witness to the signatures of IAN DOUGLAS WALKER, ELIZABETH ANNE MACDONALD, and JAMES MC. DOWALL MACDONALD :

November 10, 1910.

CHAS. DE SILVA, Clerk.

Witness to the signature of MARY McROBIE COPELAND and JAMES WATT COPELAND :

November 14, 1910.

J. G. MARTIN, Storekeeper.

ARTICLES OF ASSOCIATION OF WALKER AND GREIG, LIMITED.

It is agreed as follows :—

1. *Table C not to apply ; Company to be governed by these Articles.*—The regulations contained in 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 “ Walker and Greig, Limited,” incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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*.

4. The Company shall forthwith purchase and acquire from John Walker the businesses now carried on by him under the name of Walker and Greig at Glencairn, Tillicoultry, Badulla, Haputale, and Colombo with the goodwill, land, buildings, machinery, furniture, fittings, stock in trade, book debts, cash balances, and other assets thereof. The purchase shall take effect as from June 1, 1910. The consideration for the purchase shall be the sum of Four hundred and Eighty-two thousand Five hundred Rupees (Rs. 482,500), on account of which Three hundred and Seventy-seven thousand Five hundred Rupees (Rs. 377,500) shall be paid to Mr. John Walker or his nominees, in fully paid shares of the Company, and the balance of One hundred and Five thousand Rupees (Rs. 105,000) shall be paid by these issue of One hundred and five (105) debentures of One thousand Rupees (Rs. 1,000) each, bearing interest at six (6) per cent. to the trustees of the late Mr. John Walker or their nominees. The Company shall be responsible for discharging all liabilities which existed at May 31, 1910, incurred in the ordinary course of working the businesses, but shall not be responsible for paying the commissions or shares of profits due to employés of the firm at May 31, 1910. The premises so acquired by the Company shall not include the Glencairn bungalow.

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

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

CAPITAL.

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

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

9. *Increase of capital.*—The Directors may, with the sanction of a special resolution in General Meeting, increase the capital of the Company by the creation and issue 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; and 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 allotments money, calls, and instalments, transfer, transmission, forfeiture, lien, surrender, and otherwise, as if it had formed part of the original capital.

10. *Reduction of capital.*—The Directors may in like manner and with like sanction reduce the capital of the Company, and may consolidate or subdivide any shares which have not been taken or agreed to be taken by any person. Paid up capital may be returned upon the footing that the amount may be called up again or otherwise.

11. *How carried into effect.*—Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Except so far as otherwise provided by the conditions of issue, or by these presents, any capital raised by the creation of new shares shall be considered part of the original capital, and shall be subject to the provisions herein contained with reference to the payments of calls and instalments, transfer, and transmission, forfeiture, lien, surrender, and otherwise.

SHARES.

12. *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.

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

14. *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.

15. *Company not bound to recognize any interest in share other than that of registered holder or of any person under clause 29.*—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 29 to become a Shareholder in respect of any share.

16. *Certificates.*—The certificates of shares shall be issued under the seal of the Company, and signed by two Directors and the Secretary.

17. *How issued.*—Every Shareholder shall be entitled to one certificate for all the shares, or to several certificates, each for part of such shares. Every certificate shall specify the number of the shares in respect of which it is issued.

18. *Removal of certificate.*—If any certificate be worn out or lost, it may be renewed or replaced after due advertisement by the owner in the *Gazette* and local papers, on proof of the fact to the satisfaction of the Directors, and on such indemnity as they shall require being given, and on payment of fifty cents (Rs. 0.50) for every new certificate.

19. *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.

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

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

22. *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.

23. *Board may decline to register transfers.*—The Board may, at their own absolute and uncontrolled discretions, 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.

24. *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, and their refusal shall be absolute.

25. *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 transfer, and a fee of Rupees Two and cents Fifty, 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 23, 24, and 26, shall register the transferee as a Shareholder, and retain the instrument of transfer.

26. 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.

27. *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 as transferee 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.

28. *Transfer books when to be closed.*—The transfer books may be closed during the fourteen days immediately preceding each Ordinary General Meeting, including the First General Meeting; also, when a dividend is declared for the three next days ensuing the meeting.

TRANSMISSION OF SHARES.

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

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

31. *Failing such registration shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under clause 30 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).

32. *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.

33. *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, 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) and a place or places at which such call or instalment, and such interest and expenses as aforesaid, are to be paid. The notice shall also state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

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

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

34. *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 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.

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

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

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 cent. on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of, under Article 34 hereof, shall be redeemable after sale or disposal.

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

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

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

40. *Certificate of sale.*—A certificate in writing under the hands of two of the Directors and of the Secretary, that the power of sale given by clause 38 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

CALLS.

42. *Directors may make calls.*—The Directors may from time to time make such calls as they think fit upon the holders of registered shares in respect of moneys unpaid thereon, and not by the conditions of allotment made payable at fixed times, and each Shareholder shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors; provided that two months' notice at least shall be given to the Shareholders of the time and place appointed for payment of each call. If any Shareholder fail to pay any call due from on the day appointed for payment thereof, he shall be liable to pay interest for the same at the rate of nine per cent. per annum from the day appointed for the payment thereof to the time of actual payment.

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

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

43. *Payments in anticipation of calls at interest.*—The Directors may at their discretion receive from any Shareholder willing to advance the same, and upon such terms as they think fit, all or any part of the amount of his shares beyond the sum actually called up, and upon the moneys so paid in advance, or upon so much thereof from time to time and at any time thereafter as exceeds the amount of the calls then made upon, and due in respect of the shares on account of which such advances are made, the Board may pay or allow interest at such rate as the Shareholder and the Directors may agree upon, not exceeding, however, six per cent. per annum.

BORROWING POWERS.

44. *Power of Directors to borrow money.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances as they may find necessary or expedient for the purpose of defraying the expenses of carrying on the Company's business or of improving, extending, or increasing buildings, machinery, or stock, 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 Sixty thousand Rupees.

Power of Directors with sanction of General Meeting.—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. 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.

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

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.

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.

MEETINGS.

45. *Ordinary General Meeting.*—An Ordinary General Meeting of the Company shall be held at least once a year after the incorporation of the Company, and oftener whenever the Directors shall so determine. The General Meeting shall take place at such time and place as the Directors shall appoint.

46. *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-eighth of the number of Shareholders holding not less than one-eighth of the issued capital and entitled to vote.

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

48. *Seven days' notice of meeting to be given.*—Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, day, hour of meeting, and the objects and business of the meeting, shall be given to the Shareholders entitled to be present at such meeting either by advertisement in the *Ceylon Government Gazette* or in such other manner as may be prescribed by the Company in General Meeting.

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

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

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

52. *If 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.

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

54. *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.

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

56. *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.

57. *Votes.*—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 in writing by at least three Members present and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number of votes recorded in favour of or against such resolution.

58. *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.

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

60. *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.

61. *Number of votes to which Shareholder entitled.*—Every Shareholder shall have one vote for every share up to ten, an additional vote for every five shares beyond the first ten up to one hundred, and an additional vote for every ten shares beyond the first hundred.

62. *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.

63. *Voting in person or by proxy.*—Votes may be given either personally or by proxy or by an attorney of a Shareholder.

64. *Non-Shareholder not to be appointed proxy.*—No person shall be appointed a proxy who is not a Shareholder of the Company unless the Company is in liquidation, in which case the liquidator though not a Shareholder may hold proxies.

65. *Shareholder in arrear 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.

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

67. *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.

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

Walker and Greig, 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 _____.

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

70. *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.

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

DIRECTORS.

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

73. *Their qualification and remuneration.*—The qualification of a Director shall be his holding in his own right at least fifty shares, 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 Rupees Three thousand Five hundred 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 Director of the Company.

74. *Appointment of first Directors and duration of their office.*—The first Directors shall be John Walker, Ian Douglas Walker, Robert Benzie, James McDowall McDonald, and James Watt Copeland, who, with the exception of John Walker, shall hold office till the First Ordinary Meeting, when they shall all retire, but shall be eligible for re-election, and in the case of John Walker he shall retain his office of Managing Director as long as he resides in Ceylon and holds at least one-half of the issued share capital, but he shall continue to be eligible for the office of Managing Director, if elected, if he ceases to hold at least half of the issued share capital at any time.

75. *Directors may appoint Managing Director or Directors; his or their remuneration.*—If John Walker cease to be Managing Director from any cause, one or more of the Directors may be appointed by the Directors to act as Managing Director or Managing Directors of the Company for such time and on such terms as the Directors may determine or fix by agreement with the person or persons appointed to the office, and they may from time to time revoke such appointment and appointment another or other Managing Director or Managing Directors, and the Directors may devolve on the Managing Director or Managing Directors all or any duties and powers that might be devolved on any Manager of the Company. If any Director shall be called upon to perform any extra services, the Directors may arrange with such Director for such special remuneration for such services, either by way of salary, commission, or the payment of a lump sum of money as they shall think fit.

76. *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.

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

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

79. *One 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 other than John Walker shall retire from office.

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

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

82. *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.

83. *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 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.

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

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

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

- (a) If he becomes bankrupt, or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (b) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (c) If he ceases to hold the required number of shares to qualify him for the office.
- (d) If he is concerned or interested in any contract with or work done for the Company.

Exceptions.—But the above rules shall be subject to the following exceptions:—That no Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with or done any work for the Company of which he is a Director, or by his being agent, or secretary, or 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 or concerned.

87. *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 times as the Director in whose place he is appointed would have held the same if he had not been removed.

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

89. *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.

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

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

The generality 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.

92. The Directors shall have power to make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, officers, clerks, and servants for such period or periods, and with such remunerations, and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, officers, clerks, or servants for such reasons as they may think proper and advisable, and without assigning any cause.

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

94. The Directors shall also have power to appoint an agent or secretary, or agents or secretaries, and to enter into agreements in connection therewith; also to appoint a proctor or proctors, attorney or attorneys, and whatever other officers they may consider necessary to assist in carrying on the business of the Company, and from time to time to revoke such appointments. They shall from time to time determine as they shall see fit the duties of the agent or secretary or agents or secretaries, and of the Managing Director and other officers, and may delegate to him or them all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained, and they shall have power to fix the remuneration of such agent or secretary or agents or secretaries, and Managing Director, and other officers. They shall not, however, be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and the conditions under which they may be so used, and such limitations and conditions shall be an essential part of the powers so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers. The Directors shall also have the power to bring or defend any action, suit, prosecution, or other legal proceedings in the name of the Company.

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

96. 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.

PROCEEDINGS OF DIRECTORS.

97. *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.

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

99. *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.

100. *Questions at meeting 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.

101. *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 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 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.

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

103. *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.

104. *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 for the time being resident in Ceylon shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

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

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

106. *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 persons whatsoever be *prima facie* evidence of the actual and regular passing of the resolutions and the actual and regular transactions or occurrences of the proceedings and other matters purporting to be so recorded, and of the regularity of the meeting at which the same shall appear to have taken place, and of the Chairmanship and signature of the person appearing to have signed as Chairman.

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

108. *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, who shall attest the sealing thereof and a record shall be made in the Director's minute book of every occasion on which the seal shall have been so used.

ACCOUNTS.

109. *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 one or more of the offices of the Company as the Directors think fit.

110. *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.

111. *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 income and expenditure, and a balance sheet containing a summary of the property and liabilities of the Company made up to the end of the previous financial year which shall commence on the first day of June in each year.

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

114. *Declaration of dividend.*—The Directors may, with the sanction of the Company in General Meeting, from time to time declare a dividend to be paid to the Shareholders in proportion to their shares, but no dividend shall be payable except out of nett profits.

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

116. *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 may invest the same in such securities as they shall think fit, or place the same in fixed deposit in any bank or banks.

117. *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.

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

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

120. *Directors may deduct debt from the dividends.*—The Directors may deduct from the dividends 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.

121. *Notice of dividend; forfeiture of unclaimed dividend.*—Notice of all interest or dividends to become payable shall be given to each Shareholder entitled thereto, and all interests or dividends unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by a resolution of the Board of Directors for the benefit of the Company, and if the Directors think fit may be applied in augmentation of the reserve fund, and the money due on all dividend warrants not presented for payment within three years from the date of issue of such dividend warrants shall be deemed to be and shall be dealt with as unclaimed dividends under this clause.

122. *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.

123. *Joint-holders other than a firm.*—Every dividend or bonus payable in respect of any share held by several persons jointly, other than a firm, may be paid to, and an effectual receipt given by, any one of such persons.

AUDIT.

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

125. *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.

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

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

128. *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.

129. *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.

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

131. *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 purposes of audit.

NOTICES.

132. *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.

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

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

134. *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 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.

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

136. *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.

ARBITRATION.

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

139. *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 sale of the Company's property or effects, or any part thereof, shall be made by the Directors under the powers hereby or under the Ordinance conferred upon them.

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Glencairn this Eighth day of November, 1910.

JOHN WALKER.
MAY WALKER.
IAN DOUGLAS WALKER.
ELIZABETH ANNE MACDONALD.
JAMES MCDOWALL MACDONALD.
MARY McROBIE COPELAND.
JAMES WATT COPELAND.

Witness to the signatures of JOHN WALKER and MAY WALKER :

A. D. BURDEN, Ironmonger.

Witness to the signatures of IAN DOUGLAS WALKER, ELIZABETH ANNE MACDONALD, and JAMES MCDOWALL MACDONALD.

November 10, 1910.

CHAS. DE SILVA, Clerk.

November 14, 1910.

Witness to the signature of MARY McROBIE COPELAND and JAMES WATT COPELAND :

J. G. MARTIN, Storekeeper.

[Second Publication.]

MEMORANDUM OF ASSOCIATION OF THE REMUNA RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE REMUNA 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—
- (1) To purchase or otherwise acquire the property called and known as Remuna estate, situated near Horana, in the Kalutara District of the Western Province, of the Island of Ceylon, at or for the price of or sum of Two hundred and Forty thousand Rupees (Rs. 240,000).
 - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any estates or etates, land or lands, in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and any right of way, water rights, and other rights, privileges, easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
 - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands, and real and personal, immovable and movable, estates or property, and assets of any kind of the Company, or any part thereof.
 - (4) To plant, grow, and produce rubber, tea, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India, 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, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in rubber, tea, coconuts, coconut produce, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
 - (6) To carry on in the Island of Ceylon, the Federated Malay States, India, or elsewhere all or any of the following businesses, that is to say, planters of rubber, tea, coconuts, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and of tug owners and wharfingers; and any other business which can or may conveniently be carried on in connection with any of them.
 - (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; 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 the 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, coconuts, 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, deposits or products, and generally to carry on the business of mining in all its branches.
 - (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses; of tug owners and wharfingers; or of any other business which can or may conveniently be carried on in connection with the above respectively.
 - (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
 - (12) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, the Federated Malay States, India, and elsewhere, and generally to undertake the business of estate agents in the Island of Ceylon, the Federated Malay States, India, and elsewhere; to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings; and to transact any other agency business of any kind.
 - (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; 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, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
 - (15) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person, 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, to take or otherwise acquire and hold shares or stock in or securities of, and to subsidize, or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.

- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, in India, or elsewhere.
- (17) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, or book debts, or without any security at all, and generally to transact financial business of any kind.
- (18) To borrow or raise money for the purposes of the Company, or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and properties of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (19) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (20) To cause or permit any debentures, debenture stock, bonds, 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.
- (21) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular, for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (22) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (23) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (24) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (25) To do all or any of the above things in any part of the world, as principals, agents, contractors, or otherwise, or alone or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (26) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (27) To pay for any lands and real or personal, immovable or movable, estate, 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 in debentures, debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
- (28) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable, estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any Company, or debentures or debenture stock or obligations of any company or person, or partly one and partly any other.
- (29) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (30) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them, it being hereby declared that in the foregoing clause (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the "other objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Members is limited.

5. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Fifty thousand (50,000) 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, consolidated, or divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
F. L. CLEMENTS, Colombo	One
TOM VILLIERS, Colombo	One
F. J. DE SARAM, Colombo	One
LOUIS H. GRUNING, Colombo	One
A. A. WHELAN, Colombo	One
C. M. GORDON, Colombo	One
JAMES J. PARK, Colombo	One

Witness to the above signatures, at Colombo, this 9th day of December, 1910:

EUSTACE F. DE SARAM,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE REMUNA RUBBER COMPANY, LIMITED.

It is agreed as follows :—

1. *Table C not to apply* ; *Company to be governed by these Articles.*—The regulations contained in the Table C in the schedule annexed to “ The Joint Stock Companies’ Ordinance, 1861,” shall not apply to this Company, which shall be governed by the regulations contained in these Articles, but subject to repeal, addition, or alteration by special resolution.
2. *Power to alter the regulations.*—The Company may, by special resolution, alter and make provisions instead of, or in addition to, any of the regulations of the Company, whether contained and comprised in these Articles or not.
3. None of the funds of the Company shall be employed in the purchase of or be lent on shares of the Company.

INTERPRETATION.

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

Company.—The word “ Company ” means “ The Remuna Rubber Company, Limited, ” incorporated or established by or under the Memorandum of Association to which these Articles are attached.

The Ordinance.—The “ Ordinance ” means and includes “ The Joint Stock Companies’ Ordinances, 1861 to 1909, ” and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

Special resolution.—“ Special resolution ” has the meaning assigned thereto 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 also include the plural, and *vice versa*.

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

BUSINESS.

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

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

CAPITAL.

7. *Nominal capital.*—The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Fifty thousand shares of Ten Rupees (Rs. 10) each.

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

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

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

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

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

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

SHARES.

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

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

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

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

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

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

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

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

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

23. *Certificates.*—The certificates of shares shall be issued under the seal of the Company.

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SHARES (SURRENDER AND FORFEITURE).

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

42. *If call or instalment be not paid, notice to be given to Shareholder.*—If any Shareholder 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 or his executors or administrators or the trustee or assignee in his bankruptcy requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

In default of payment, share to be forfeited.—If the requisition of such notice as aforesaid be not complied with, every or any share or shares in respect of which such notice has been given may at any time thereafter, before payment of calls or instalments, with 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, interests, and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at 9 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

CALLS.

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

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

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

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

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

BORROWING POWERS.

57. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Rupees Fifty thousand (Rs. 50,000). With the sanction of a General Meeting the Directors shall be entitled to borrow such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any 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. Provided also that before the Directors execute any mortgage or issue any debentures they shall obtain the sanction thereto of the Company in General Meeting, whether Ordinary or Extraordinary. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the Secretary or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

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

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

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

62. *Requisition of Shareholders to state object of meeting; on receipt of requisition, Directors to call meetings and in default Shareholders may do so.*—Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time

and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the Shareholders convening the meeting may themselves fix.

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

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

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

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

67. *Quorum to be present.*—No business shall be transacted, at any 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 or persons holding proxies from Shareholders.

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

77. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person or by proxy or attorney shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall, except as provided for in the Article immediately following, have one vote for every one share held by him up to ten shares; he shall have an additional vote for every five shares held by him beyond the first ten shares up to thirty shares; an additional vote for every ten shares beyond the first thirty shares up to one hundred shares; an additional vote for every fifty shares beyond the first one hundred shares up to five hundred shares; and an additional vote for every one hundred shares beyond the first five 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, but no such resolution shall be deemed to be carried unless passed by three-fourths in number and value of such Shareholders of the Company for the time being entitled to vote as may be present in person or by proxy or by attorney at any meeting, of which notice specifying the intention to propose such resolution has been duly given.

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

79. *Voting in person or by proxy.*—Votes may be given either personally or by proxy or by attorney duly authorized.
80. *Non-Shareholder not to be appointed proxy.*—No person shall be appointed a proxy who is not a Shareholder of the Company, but the attorney of a Shareholder, even though not himself a Shareholder of the Company, may represent and vote for his principal at any meeting of the Company.
81. *Shareholder in arrears or not registered at least three months previous to the meeting not to vote.*—No Shareholder shall be entitled to vote or speak at any General Meeting unless all calls due from him on his shares or any of them shall have been paid, and no Shareholder other than the trustee or assignee of a bankrupt or representative of a deceased Shareholder, or person acquiring by marriage, shall be entitled to vote or speak at any meeting held after the expiration of three months from the registration of the Company, in respect of or as the holder of any share which he has acquired by transfer, unless he has been at least three months previously to the time of holding the meeting at which he proposes to vote or speak duly registered as the holder of the share in respect of which he claims to vote or speak.
82. *Proxy to be printed or in writing.*—The instrument appointing a proxy shall be printed or written, and shall be signed by the appointer, or if such appointer be a corporation it shall be under the common seal of such corporation.
83. *When proxy to be deposited.*—The instrument appointing a proxy shall be deposited at the registered office of the Company not less than twenty-four hours before the time appointed for holding the meeting at which the person named in such instrument proposes to vote.
84. *Form of proxy.*—Any instrument appointing a proxy may be in the following form :—

The Remuna Rubber Company, Limited.

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

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

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

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

DIRECTORS.

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

88. *Their qualification and remuneration.*—The qualification of a Director shall be his holding 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 One thousand Rupees (Rs. 1,000) annually, to be divided among them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be Mr. J. L. Innes Lillingston, Mr. Francis Leonard Clements, and Mr. Thomas Lister Villiers, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

90. *Directors may appoint Managing Director or Directors; his or their remuneration.*—One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Visiting Agents of the Company, or Superintendent or Superintendents of any of the Company's estates, for such time and on such terms as the Directors may determine or fix by agreement with the person or persons appointed to the office, and they may from time to time revoke such appointment and appoint another or other Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Agents, Superintendent or Superintendents, and the Directors may impose and confer on the Managing Director or Managing Directors all or any duties and powers that might be imposed or conferred on any Manager of the Company. If any Director shall be called upon to perform any extra services, the Directors may arrange with such Director for such special remuneration for such services, either by way of salary, commission, or the payment of a lump sum of money, as they shall think fit.

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

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

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

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

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

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

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

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

99. *If election not made, retiring Directors to continue until next meeting.*—If at any meeting at which an election of a Director ought to take place the place of 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.

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

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

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

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

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

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

POWERS OF DIRECTORS.

105. The Directors shall have power to carry into effect the purchase and acquisition of the said Remuna estate.

106. 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 may pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and registration of the Company, and in connection with the placing of the shares of the Company, and in and about the valuation, purchase, lease, or acquisition of the said Remuna estate and any other lands, estates, or property, and the opening, clearing, planting, and cultivation thereof, and in or about the working and business of the Company.

107. The Directors shall have power to purchase, take on lease or in exchange, or otherwise acquire for the Company, any estate or estates, land or lands, property, rights, options or privileges which the Company is authorized to acquire at such price, and for such consideration, and upon such title, and generally on such terms and conditions as they may think fit; and to make and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants for such period or periods, and with such remuneration, and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants, for such reasons as they may think proper and advisable, and without assigning any cause.

108. 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.

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

110. It shall be lawful for the Directors, if authorized so to do by the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares thereof, respectively, to any company or companies, or person or persons, upon such terms and in such manner as the Directors shall think fit; and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or a 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. The Directors shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, clerks, assistants, artisans, and workers, and generally do all such acts and things as are or shall be by any Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by any Ordinance or by these presents required to be exercised or done by the Company in General Meeting, subject, nevertheless, to the provisions of any such Ordinance and of these presents and to such regulations and provisions (if any) as may from time to time be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The generality of the powers conferred by any clause in these presents on the Directors shall not be taken to be limited by any clause conferring any special or expressed power.

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

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by and against the Company, or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims and demands by and against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents, with power to accept the office of trustee, assignee, liquidator, inspector, or any similar office.
- (5) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investments.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, 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, and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company, and to annul or vary any such delegation. They shall not, however, be entitled to delegate any powers of borrowing or charging the property of the Company to any Agent of the Company or other person, except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

PROCEEDINGS OF DIRECTORS.

113. *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.

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

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

116. *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.

117. *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.

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

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

120. *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.

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

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

122. *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, 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.

123. *The use of the seal.*—The seal of the Company shall not be used or affixed to any deed, certificate of shares, or other 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.

124. *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 receipt and expenditure take place, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company; and the accounts shall be kept in such books and in such a manner at the registered office of the Company as the Directors think fit.

125. *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 statute or authorized by the Directors or by a resolution of the Company in General Meeting.

126. *Statement of account and balance sheet to be furnished to General Meeting.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the profit and loss account for the preceding 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.

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

130. *Interim dividend.*—The Directors may also, if they think fit, from time to time and at any time, without the sanction of a General Meeting, determine on and declare an interim dividend to be paid, and (or) pay a bonus to the Shareholders on account and in anticipation of the dividend on the then current year.

131. *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.

132. *Application thereof.*—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, 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.

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

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

135. *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.

136. *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 dividend or bonuses unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by a resolution of the Board of Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund.

137. *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.

138. *Joint-holders other than a firm.*—Every dividend or bonus payable in respect of any share held by several persons jointly, other than a firm, may be paid to, and an effectual receipt given by, any one of such persons.

AUDIT.

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

140. *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.

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

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

143. *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.

144. *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 Director 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.

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

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

NOTICES.

147. *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.

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

Service of notices.—A notice may be served by the Company upon any Shareholder, either personally or by sending through the post in a prepaid letter, addressed to such Shareholder at his registered address or place of abode; and any notice so served shall be deemed to be well served for all purposes, notwithstanding that the Shareholder to whom such notice is addressed, be dead, unless 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.

149. *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.

150. *Date and proof of service.*—Any notice if served by post shall be deemed to have been served on the day on which the letter containing the same would in ordinary course of post have been delivered at its address, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into a post box or posted at a post office, 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.

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names, at Colombo, this 9th day of December, 1910.

F. L. CLEMENTS.

TOM VILLIERS

F. J. DE SARAM.

LOUIS H. GRUNING.

A. A. WHELAN.

C. M. GORDON.

JAMES J. PARK.

Witness to the above signatures:

EUSTACE F. DE SARAM,
Proctor, Supreme Court, Colombo.

MEMORANDUM OF ASSOCIATION OF THE ARCADIA COCONUT ESTATES, LIMITED.

1. The name of the Company is "THE ARCADIA COCONUT ESTATES, 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—
- (1) To purchase, take on lease or in exchange, hire, or otherwise acquire any estate or estates, land or lands, in the Federated Malay States, the Island of Ceylon, India, or elsewhere, and any right of way, water rights, and other rights, privileges, easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
 - (2) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the underlying lands, and real and personal, immovable and movable, estates or property and assets of any kind of the Company, or any part thereof.
 - (3) To plant, grow, and produce coconuts, rubber, tea, coffee, cinchona, cacao, cardamoms, rhea, and other natural products or produce of any kind in the Federated Malay States, the Island of Ceylon, India, or elsewhere.
 - (4) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) coconuts, rubber, tea, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and dispose of in coconuts, coconut produce, rubber, tea, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or sale or retail.
 - (5) To carry on in the Federated Malay States, the Island of Ceylon, India, or elsewhere all or any of the following businesses, that is to say, planters of coconuts, rubber, tea, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers; tug owners and wharfingers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and any other business which can or may conveniently be carried on in connection with the above or any of them.
 - (6) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; 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 the Company; and to use, exercise, develop, grant, and licenses in respect of or otherwise turn to account the property, rights, and information so acquired.
 - (7) To purchase coconuts, rubber, tea leaf, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
 - (8) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, or products, and generally to carry on the business of mining in all its branches.
 - (9) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, 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, and boats; of tug owners and wharfingers; or any other business which can or may conveniently be carried on in connection with the above respectively.
 - (10) To build, make, construct, equip, maintain, improve, alter, and work coconut and coffee-curing mills, rubber and tea factories, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
 - (11) To cultivate, manage, and superintend estates and properties in the Federated Malay States, the Island of Ceylon, India, and elsewhere, and generally to undertake the business of estate agents in the said Island of Ceylon, the Federated Malay States, India, and elsewhere; to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings; and to transact any other agency business of any kind.
 - (12) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (13) To enter into any arrangements with any authorities, Government, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, rebates, and concessions.
 - (14) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation or co-operation with any person, 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, to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the 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.
 - (15) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, in India, or elsewhere.

- (16) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, or book debts, or without any security at all, and generally to transact financial business of any kind.
- (17) To borrow or raise money for the purposes of the Company, or receive money on deposit, at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and properties of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (18) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any immovable or movable, real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects; and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (19) To cause or permit any debentures, debenture stock, bonds, 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.
- (20) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (21) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (22) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (23) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (24) To do all or any of the above things in any part of the world, as principals, agents, contractors, or otherwise, or alone or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any of the objects of the Company.
- (25) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (26) To pay for any lands and real or personal, immovable or movable, estate, 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 in debentures, debenture stock, or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
- (27) To accept as consideration for the sale or disposal of any lands, real or personal, immovable or movable, estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) in any Company, or debentures, debenture stock, or obligations of any company or person or partly one and partly any other.
- (28) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (29) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

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

4. The liability of the Members is limited.

5. The nominal capital of the Company is Two million Rupees (Rs. 2,000,000), divided into Two hundred thousand (200,000) 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, consolidated, or divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
ROBERT DAVIDSON (by his attorney W. MOIR), Colombo	One
G. C. S. HODGSON (by his attorney W. MOIR), Colombo	One
DAVID SCOTT, Colombo	One
W. MOIR, Colombo	One
F. J. DE SARAM, Colombo	One
A. F. PATERSON, Colombo	One
W. R. DONALDSON, Colombo	One

Witness to the above signatures, at Colombo, this Tenth day of December, 1910:

EUSTACE F. DE SARAM,
Proctor, Supreme Court, Colombo, Ceylon.

ARTICLES OF ASSOCIATION OF THE ARCADIA COCONUT ESTATES, LIMITED.

It is agreed as follows :—

1. *Table C not to apply; Company to be governed by these Articles.*—The regulations contained in the Table C in the schedule annexed to “The Joint Stock Companies’ Ordinance, 1861,” shall not apply to this Company, which shall be governed by the regulations contained in these Articles, but subject to repeal, addition, or alteration by special resolution.
2. *Power to alter the regulations.*—The Company may, by special resolution, alter and make provisions instead of, or in addition to, any of the regulations of the Company, whether contained and comprised in these Articles or not.
3. None of the funds of the Company shall be employed in the purchase of or be lent on shares of the Company.

INTERPRETATION.

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

Company.—The word “Company” means the “The Arcadia Coconut Estates, 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 to 1909,” and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

Special resolution.—“Special resolution” has the meaning assigned thereto by “the Ordinance.”

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

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

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

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

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

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

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

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

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

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

Month.—“Month” means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

7. *Nominal capital.*—The nominal capital of the Company is Two million Rupees (Rs. 2,000,000), divided into Two hundred thousand shares of Ten Rupees (Rs. 10) each.

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

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

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

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

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

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

SHARES.

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

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

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

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

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

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

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

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

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

23. *Certificates.*—The certificates of shares shall be issued under the seal of the Company.

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SHARES (SURRENDER AND FORFEITURE).

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

42. *If call or instalment be not paid, notice to be given to Shareholder.*—If any Shareholder 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 or his executors or administrators or the trustee or assignee in his bankruptcy requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

In default of payment, share 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.

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

CALLS.

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

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

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

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

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

BORROWING POWERS.

57. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand or in the future to be obtained from the Company's estates as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of One Hundred thousand (Rs. 100,000). With the sanction of a General Meeting the Directors shall be entitled to borrow such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any 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. Provided also that before the Directors execute any mortgage or issue any debentures they shall obtain the sanction thereto of the Company in General Meeting, whether Ordinary or Extraordinary. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied or exchanged, as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the Secretary or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

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

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

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

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

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

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

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

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

67. *Quorum to be present.*—No business shall be transacted at any 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 or persons holding proxies from Shareholders.

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

77. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person or by proxy or attorney shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall (except as provided for in the Article immediately following) have one vote for every one share held by him up to one hundred shares; he shall have an additional vote for every fifty shares held by him beyond the first one hundred shares up to three hundred shares; an additional vote for every hundred shares beyond the first three hundred shares up to one thousand shares; an additional vote for every two hundred shares beyond the first one thousand shares up to five thousand shares; and an additional vote for every three hundred shares beyond the first five thousand shares. When voting on a resolution involving the winding up of the Company, every Shareholder shall have one vote for every share held by him; but no such resolution shall be deemed to be carried unless passed by three-fourths in number and value of such Shareholders of the Company for the time being entitled to vote as may be present in person or by proxy or by attorney at any meeting of which notice specifying the intention to propose such resolution has been duly given.

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

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

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

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

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

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

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

The Arcadia Coconut Estates, Limited.

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

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

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

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

DIRECTORS.

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

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

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be the Hon. Mr. E. Rosling, the Hon. Mr. W. H. Figg, Mr. Robert Davidson, Mr. Joseph Fraser, and the Hon. Sir Stanley Bois, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

90. *Directors may appoint Managing Director or Directors; his or their remuneration.*—One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Visiting Agents of the Company, or Superintendent or Superintendents of any of the Company's estates for such time and on such terms as the Directors may determine or fix by agreement with the person or persons appointed to the office, and they may from time to time revoke such appointment and appoint another or other Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Agents, Superintendent or Superintendents, and the Directors may impose and confer on the Managing Director or Managing Directors all or any duties and powers that might be imposed or conferred on any Manager of the Company. If any Director shall be called upon to perform any extra services, the Directors may arrange with such Director for such special remuneration for such services, either by way of salary commission, or the payment of a lump sum of money, as they shall think fit.

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

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

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

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

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

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

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

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

99. *If election not made, retiring Directors to continue until next meeting.*—If at any meeting at which an election of a Director ought to take place the place of 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.

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

101. *When office of Director to be vacated.*—The office of 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, suspends payment, files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he is concerned or participates in the profits of any contract with, or work done for, the Company.

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

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

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

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

POWERS OF DIRECTORS.

105. The business of the Company shall be managed by the Directors, either by themselves or through a Managing Director, or with the assistance of an agent or agents and secretary or secretaries of the Company, to be appointed by the Directors for such a period and on such terms as they shall determine; and the Directors may pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and registration of the Company, and in connection with the placing of the shares of the Company, and in and about the valuation, purchase, lease or acquisition of any lands, estates, or property, and the opening, clearing, planting, and cultivation thereof, and in or about the working and business of the Company.

106. The Directors shall have power to purchase, take on lease or in exchange, or otherwise acquire for the Company any estate or estates, land or lands, property, rights, options, or privileges which the Company is authorized to acquire at such price and for such consideration and upon such title and generally on such terms and conditions as they may think fit; and to make and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants for such period or periods, and with such remuneration, and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants, for such reasons as they may think proper and advisable, and without assigning any cause.

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

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

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

110. The Directors shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, clerks, assistants, artisans, and workers, and generally do all such acts and things as are or shall be by any Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by any Ordinance or by these presents required to be exercised or done by the Company in General Meeting, subject, nevertheless, to the provisions of any such Ordinance and of these presents and to such regulations and provisions (if any) as may from time to time be prescribed by the Company in General Meeting;

but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The generality of the powers conferred by any clause in these presents on the Directors shall not be taken to be limited by any clause conferring any special or expressed power.

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

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by and against the Company, or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims and demands by and against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, inspector, or any similar office.
- (5) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investments.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, 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 manager or agents, and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company, and to annul or vary any such delegation. They shall not, however, be entitled to delegate any powers of borrowing or charging the property of the Company to any Agent of the Company or other person, except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

117. *Acts of Board or committee valid notwithstanding informal appointment.*—The acts of the Board or of any 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.

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

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

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

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

121. *Signature of minutes of proceedings and effect thereof.*—All such minutes shall be signed by the person or one of the persons who shall have presided as Chairman at the General Meeting, 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, 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, the actual

and regular transaction or occurrence of the proceedings and other matters purporting to be so recorded, the regularity of the meeting at which the same shall appear to have taken place, the Chairmanship and signature of the person appearing to have signed as Chairman, and the date on which such meeting was held:

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

ACCOUNTS.

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

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

125. *Statement of accounts and balance sheet to be furnished to General Meeting.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the profit and loss account for the preceding 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.

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

129. *Interim dividend.*—The Directors may also, if they think fit, from time to time and at any time, without the sanction of a General Meeting, determine on and declare an interim dividend to be paid, and (or) pay a bonus to the Shareholders on account and in anticipation of the dividend on the then current year.

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

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

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

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

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

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

136. *Shares held by a firm.*—Every dividend or bonus payable in respect of any share held by a firm may be paid to, and an effectual receipt given by, any partner of such firm or agent duly authorized to sign the name of the firm.

137. *Joint-holders other than a firm.*—Every dividend or bonus payable in respect of any share held by several persons jointly, other than a firm, may be paid to, and an effectual receipt given by, any one of such persons.

AUDIT.

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

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

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

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

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

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

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

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

NOTICES.

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

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

148. *Service of notices.*—A notice may be served by the Company upon any Shareholder, either personally or by sending through the post in a prepaid letter, addressed to such Shareholder at his registered address or place of abode; and any notice so served shall be deemed to be well served for all purposes, notwithstanding that the Shareholder to whom such notice is addressed be dead, unless 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.

149. *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.

150. *Date and proof of service.*—Any notice if served by post shall be deemed to have been served on the day on which the letter containing the same would in ordinary course of post have been delivered at its address, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into a post box, or posted at a post office, 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.

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Colombo, this Tenth day of December, 1910.

ROBERT DAVIDSON (by his attorney W. MOIR).

G. C. S. HODGSON (by his attorney W. MOIR).

DAVID SCOTT.

W. MOIR.

F. J. DE SARAM.

A. F. PATERSON.

W. R. DONALDSON.

Witness to the above signatures:

EUSEBIO F. DE SARAM,
Proctor, Supreme Court, Colombo, Ceylon.

Free

NOTICE is hereby given that a meeting of the congregation of St. Clement's Church, Puttalam, will be held in the porch of the Church on Wednesday, December 28, 1910, at 6 P.M., for the purpose of electing Trustees for the said Church for the year 1911.

J. ARTHUR DE SILVA,
J. W. P. SENATHI RAJA,
WILLIAM S. STRONG,
L. P. STORRE, } Trustees.

Puttalam, November 26, 1910.

Free

NOTICE is hereby given that a General Meeting of the Seatholders of the Church of Holy Trinity, Nuwara Eliya, will be held at the vestry on Sunday, December 18, 1910, at 12 noon, for the election of the new Trustees of the said Church for the year commencing on January 1, 1911.

EDWARD V. FREEMAN,
Chairman of Trustees.

Free

MEETING of the congregation of St. John's Church, Kalutara, will be held in the vestry of the said Church at 6 P.M. on Sunday, December 18, 1910, for the purpose of electing three Trustees in accordance with the requirement of section 10 of Ordinance No. 12 of 1846.

J. S. H. EDRISINGHE,
Incumbent.

November 30, 1910.

Free

NOTICE is hereby given that in pursuance of the 10th clause of Ordinance No. 12 of 1846, a meeting of the congregation of St. James' Church, Chilaw, will be held in the vestry on Sunday, December 18, 1910, at 6 P.M., for the purpose of electing Trustees for the ensuing year.

St. James' Parsonage, ARUL R. VIRASINGHE,
Chilaw, November 29, 1910. Incumbent.

Free

NOTICE is hereby given, in pursuance of section 10 of Ordinance No. 12 of 1846, that a meeting of the Seatholders of the Church of All Saints', Colombo, will be held at the vestry of the said Church on Sunday, the 18th instant, at 5.15 P.M., to appoint three Trustees for the year 1911.

H. B. GOONATILAKA,
Hulftsdorp, December 1, 1910. Vicar.

Free

NOTICE is hereby given, in pursuance of section 10 of Ordinance No. 12 of 1846, that a meeting of the Seatholders of the Church of Holy Trinity, Colombo, will be held in the vestry of the said Church, on Sunday, December 25, 1910, at 6 P.M., to appoint Trustees for the year 1911.

A. MACLULICH MACLULICH,
Colombo, December 4, 1910. Incumbent.

Free

GENERAL Meeting of the Seatholders of St. John the Baptist Church, Kegalla, will be held on December 17, 1910, at 8 A.M., at the vestry of the Church to elect three new Trustees for the year commencing January 1, 1911.

ÆLIAN ONDAATJE,
Honorary Secretary of Trustees.
Kegalla, December 1, 1910.

Free

NOTICE is hereby given that a General Meeting of the congregation of Christ Church, Tangalla, will be held at the vestry of the said Church, on Wednesday, December 28, 1910, at 5.30 P.M., for the purpose of electing three Trustees for the year 1911, in accordance with the requirement of section 10 of the Ordinance No. 12 of 1846.

ALLAN BEVEN,
ARTHUR W. ANTHONISZ,
EUGENE G. AUWARDT,
T. B. CLAASZ, } Trustees.

Tangalla, December 5, 1910.

Free

NOTICE is hereby given that a meeting of the congregation of Christ Church, Matale, will be held at the vestry, on Wednesday, December 21, 1910, at 5.30 P.M., to elect three Trustees for the said Church for the year 1911.

S. S. AMARASEKARA,
Matale, December 1, 1910. Incumbent.

Free

election of Trustees for the ensuing year for Christ Church, Jaffna, will be held on December 31, 1910.

GEORGE T. WESTON,
December 12, 1910. Acting Incumbent.

Christ Church, Kurunegala.

THERE will be a General Meeting of the congregation in the vestry on Sunday, January 1, at 6 P.M., for the purpose of electing three Trustees and an Auditor for the ensuing year.

F. LORENZ BEVEN,
Vicar.

LOUIS VALENTINE BERNARD DE JACOLYN, of Sithawaka Walawwa, Avisawella, a Proctor of the District Court of Colombo, shall, six weeks hence, apply to the Hon. the Chief Justice and the other Justices of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Honourable Court.

LOUIS V. B. DE JACOLYN.

Dated, December 15, 1910.

CHARLES DIAS, of Hill House, Dematagoda, Colombo, Proctor of the District Court of Colombo, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Justices of the Supreme Court to be admitted and enrolled as a Proctor of the Supreme Court.

CHAS. DIAS,
Proctor.

December 15, 1910.

JOHN TAMBYAH-BARTLETT, Proctor of the District Court of Colombo, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Colombo, December 15, 1910. J. TAMBYAH-BARTLETT.

TILLAIAMBALAM PONNIAH, Proctor of the District Court of Colombo, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

128, Grandpass road,
Colombo, December 15, 1910.

T. PONNIAH.

EDMUND HENRY WIJENAIKE of Rose Bank, Kandy, do hereby give notice that I shall, six weeks hence, apply to the Judges of the Hon. the Supreme Court to be admitted and enrolled a Proctor of the said Court.

December 12, 1910. EDMUND H. WIJENAIKE.

In the District Court of Negombo.

S. P. K. N. Supperamanian Chetty..... Plaintiff.

No. 8,059.

Vs.

(1) Thommage alias Mahawalage Marsilinu Fernando and wife (2) Lianage Juana Perera, both of Nainamadama, (3) Kurunage Juse Perera of Boralassa Defendants.

BY virtue of the decree in the above action and the commission issued to us, we shall sell by public auction at the respective spots on Tuesday, January 10, 1911, the under-mentioned lands situate in Chilaw District, declared specially bound and executable, for the recovery of Rs. 1,058-50, with further interest and costs, viz:

At 10.30 A.M.

(1) The western 26/49 parts of the land Millagahawatta, in extent about 1 acre, situate at Nainamadama.

At 11 A.M.

(2) Undivided 9/98 parts of Millagahawatta, in extent 2 roods and 1 perch, situate at Nainamadama.

At 11.30 A.M.

(3) Undivided 5/18 parts of Kosgahawatta alias Talgahawatta, in extent about 1 1/2 acre, situate at Nainamadama.

At 1 P.M.

(4) Undivided 2/6 parts of Kongahawatta, in extent about 2 acres and 3 roods, situate at Bandirippuwa.

KARUNARATNA, JAYAS, & KURERA,
Auctioneers.

MUNICIPAL COUNCIL NOTICES.**MUNICIPALITY OF KANDY.**

Minutes of Proceedings of a Meeting of the Municipal Council of Kandy held in the Town Hall, Kandy, on October 15, 1910, at 8.30 a.m., in accordance with Notice dated October 11, 1910.

Present:—The Hon. Mr. L. W. Booth, Chairman; Mr. E. Beven; Mr. W. D. Gibbon; Dr. G. P. Schokman; Mr. W. C. Price; Mr. E. Li Wijegoonewardana; Mr. S. A. Owen; Mr. R. W. Jonklaas; and Mr. V. M. Saravanamuttu.

The Minutes of Proceedings of the Meeting held on September 17 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 September 30, 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 September, 1910.
- (d) Statement of Cases instituted by the several Inspectors and of Work done by the Municipal Magistrate during the month of September, 1910.
- (e) The Reservoir Readings for September.

Resolved—That the several statements, together with the Minutes of Proceedings of this Meeting, as required by section 90 of the Municipal Council's 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, and pipes, and House Service taps inspected during September.

4. Correspondence:—

(1) Circular letter No. 72 of September 24 from the Hon. the Colonial Secretary *re* enforcement of regulations passed under the Rabies Ordinance.

Resolved—That the Colonial Secretary be informed that this Council will be prepared to enforce the regulations.

(2) Letter No. 19 of September 24 from the Hon. the Colonial Secretary, intimating that authority has been issued to the Surveyor-General for the survey of the land required for the erection of two public latrines.—Read.

(3) Letter of September 20 from the Resident Engineer, Colombo Gas and Water Company, *re* the renewal of the agreement to light the streets with metallic filament lamps.

Mr. Price moved—That the agreement be not renewed, but that the old system of lighting the streets with carbon lamps be reverted to. Mr. Saravanamuttu seconded.

The motion was put to the Meeting and lost by 7 to 2:—*Ayes*: Mr. Price, Mr. Saravanamuttu. *Noes*: The Chairman, Mr. Beven, Mr. Gibbon, Dr. Schokman, Mr. Wijegoonewardana, Mr. Owen, Mr. Jonklaas.

The proposal to renew the agreement on reduced terms of Rs. 250 a month extra was then carried by 7 to 2.

(4) Letter of September 20 from the Superintendent of Municipal Works *re* the Municipal quarry on the Reservoir road.

Resolved—That the screens recommended by the Provincial Engineer, Central Province, be given a full trial.

(5) Letter of September 29 from the Superintendent of Municipal Works *re* encroachment by Sri Sumana Unnanse on Council land at Nittawela.

Resolved—That the amicable arrangement suggested be concluded as soon as possible.

5. Report of the Superintendent of Municipal Works *re* the proposed extension of water-rate limits along Peradeniya road.

Mr. Wijegoonewardana moved, Mr. Beven seconded,—that the schedule of new limits be adopted.—Carried.

6. To confirm the sale of the following ferry tolls:—Lewella Rs. 1,757, Haloluwa Rs. 762, and Gonawatta Rs. 132.

Resolved—That the sales be confirmed.

7. Recommendation by the Medical Officer of Health:—That the cesspit privy in premises Nos. 66A, 67A-B, Malabar street be closed and a dry-earth closet substituted therefor.

Resolved—That the recommendation be adopted.

8. Application dated October 13 from the Medical Officer of Health for 12 months' leave to proceed to England.

Resolved—That the application be allowed on the arrangements proposed.

9. Recommendations of Standing Committees:—

Law and General.

(1) That the Bogambara Tennis Club be allowed to convert, on payment of a nominal rent of Re. 1 a year, the piece of waste ground between their Tennis Court and the road into a lawn for the use of their members.

(2) That the Kandy Rovers' Club be allowed a plot on the reclamation ground for a tennis court on usual terms.

Finance and Assessment.

(3) That the Commutation Collector be allowed a commission of 50 cents for arrest of every actual defaulter.

(4) That the salary of the Audit Clerk be raised from Rs. 600 to Rs. 900 per annum by increments of Rs. 50 per annum, the first increment to commence after completion of three years' service.

(5) That the salary of the Revenue Clerk be raised from Rs. 420 to Rs. 600 per annum by increments of Rs. 45 per annum, the first increment to commence after completion of three years' service. The work in connection with the toll rents is to form a part of his duties.

(6) That the following assessments be sanctioned:—(1) 92A, Brownrigg street, Rs. 150; (2) 93 and 94, Brownrigg street, Rs. 130; (3) 1, Pitakanda and 20, Haloluwa road, Rs. 150 (assessment against No. 20, Haloluwa road, struck off); (4) 893, Peradeniya road, Rs. 300; (5) 85, Brownrigg street, Rs. 300; (6) 85A-I, Brownrigg street, Rs. 180; (7) 86, Brownrigg street, Rs. 480; (8) 87A-J, Brownrigg street, Rs. 396; (9) 26, Castle Hill street, Rs. 380; (10) 27, Castle Hill street, Rs. 200; (11) 60, Brownrigg street, Rs. 200; (12) A, Castle Hill street, Rs. 200; (13) B, Castle Hill street, Rs. 300; (14) 25A, Ward street, Rs. 480.

(7) That Rs. 16.25, the bill for repairing typewriter, be paid.

Municipal Works.

(8) That house service pipes be allowed on usual terms to:—(1) No. 1036, Peradeniya road, R. V. Madar Saibo; (2) No. 836, Peradeniya road, J. J. Pichaud; (3) No. 46, Peradeniya road, B. T. Mendis; (4) A and B Trincomalee street, T. R. Hassana Marikar.

Resolved—That the recommendations be adopted.

Confirmed this 19th day of November, 1910:

L. W. BOOTH,
Chairman.

DEPOSIT ACCOUNT, SEPTEMBER 30, 1910.

	Remaining on December 31, 1909.	Receipts to the month of September 1910.	Total.	Disbursements to the month of September, 1910.	Remaining on September 30, 1910.
	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.
Securities	3,191 30	2,024 0	5,215 30	2,187 20	3,028 10
Miscellaneous	322 40	797 90	1,030 30	887 40	142 90
	3,513 70	2,731 90	7,245 60	3,074 60	3,171 0

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

Kandy, October 19, 1910.

Progress Report of Works done brought up to September 30, 1910.

Estimate No.	Heads of Expenditure.	Amount voted for the Year.	Expenditure.		Total Expenditure.	Unexpended Balance.
			During Sept., 1910.	Up to August 30, 1910.		
		Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.
1	Upkeep of pavements	2,635 50	304 66 ^a	1,516 92	1,821 58	813 92
2	Town streets	8,300 0	1,532 74 ^b	5,503 13	7,035 87	1,264 13
3	Alutgantota and Lady Anderson's roads	999 0	150 85 ^c	576 32	727 17	271 83
4	Udawattekele roads	2,200 0	155 50 ^d	1,062 64	1,218 14	981 86
5	Halloluwa, Bahirawakanda, Hospital, and Huduhumpola roads	1,900 0	166 32 ^e	528 32	694 64	205 36
6	Municipal buildings	2,160 0	200 76 ^j	1,332 52	1,533 28	626 72
7	Watering streets	1,000 50	—	766 33	766 33	234 17
8	Market buildings	1,800 0	49 73 ^g	869 62	919 35	880 65
9	Ornamental trees	496 0	30 21 ^h	418 96	449 17	46 83
10	Tools	600 0	—	863 91	863 91	—
11	Bathing and dhobies' tanks	155 0	12 25 ⁱ	21 50	33 75	121 25
12	Recreation ground and esplanade	1,000 0	50 96 ^f	371 68	422 62	577 38
13	Sundry minor works	400 0	16 57 ^k	182 78	190 35	200 65
14	Repairs to cemetery-keeper's house	50 0	—	14 42	14 42	35 58
15	Wace park	435 0	26 42 ^l	139 48	165 90	269 10
16	Recreation ground improvements	1,540 0	148 6 ^m	1,004 84	1,152 90	387 8
17	Repairs to carriage and ricksha stands	100 0	7 0 ⁿ	17 92	24 92	75 8
18	Building barrel drains	2,209 60	—	53 13	53 13	2,156 47
19	Concreting pavements	566 0	—	—	—	566 0
20	Public seats, maintenance	175 0	2 80 ^o	139 31	142 11	32 89
21	Clearing silt from Meda-ela	200 0	—	232 48	232 48	—
22	Constructing a set of cooly lines	3,129 50	241 30 ^p	2,809 33	3,063 24	66 26
23	Lady Blake's drive	570 0	12 61 ^q	145 26	157 87	412 13
24	Egg-shaped drain, Katugastota road	3,546 75	—	2,821 11	2,821 11	725 64
25	Improvements to office	1,467 86	—	1,424 53	1,424 53	43 33
26	New carpenters' shed	540 0	—	437 57	437 57	102 43
27	Cement concreting bed of Meda-ela	193 50	—	34 7	34 7	159 43
28	Building drains opposite jail	920 0	48 51 ^r	252 0	300 51	619 49
29	Drainage	10,000 0	—	8 60	8 60	9,991 40
30	Room at Katukele school	600 0	—	584 31	58 4 31	15 69
31	Building lines and inspection shed, Hermitage Bungalow	2,572 34	—	2,533 42	2,533 42	38 92
32	Building walls round latrines	275 0	—	255 27	255 27	19 73
33	Drain, Lady Torrington road	814 0	158 5 ^s	156 28	314 33	499 67
34/09	Retaining wall, Bahirawakande road	49 84	—	36 80	36 80	13 04
35/09	Vegetable market	104 87	—	4 90	4 90	99 97
36/09	Incinerator for burning rubbish	1,099 31	—	621 57	621 57	477 74
37/09	New Lewella road	869 81	—	692 74	692 74	177 07
38/09	Drains at the back of public offices	3,994 19	47 2 ^t	4,877 24	4,924 26	—
39/09	Boat house	781 72	—	1,270 67	1,270 67	—
41/09	Fence round Sir Ward's statue	520 1	—	533 4	533 4	—
	Diversion of stream	1,716 15	63 19 ^u	635 69	698 88	1,017 27
A	Clearing vegetation	300 0	—	134 19	134 19	165 81
B	Clearing silt from side drains	500 0	—	3 0	3 0	497 00
C	Opening and covering pits	2,880 0	203 19 ^v	1,705 10	1,908 29	971 71
D	Foot approaches	260 0	—	—	—	260 00
E & F	Boat houses	100 0	—	59 17	59 17	40 83
G	House of shelter	222 87	12 0 ^w	114 55	126 55	96 32
H	Maintenance of waterworks	4,746 0	250 6	2,125 51	2,375 57	2,370 43
I	Maintenance of two fountains	80 0	—	0 58	0 58	79 42
	Scavenging streets	14,727 32	1,159 21	9,985 26	11,144 47	3,582 85
	Extension of waterworks	5,743 0	3,006 95	394 61	3,401 56	2,341 44
	Fire engine	175 0	13 42	111 20	124 62	50 38
	Lake silt	3,000 0	15 88	1,558 88	1,574 76	1,425 24
	House service	1,600 0	98 45	1,804 46	1,902 91	—

(a) Cleared silt from grating Rs. 8·14, repaired pavement Rs. 29·50, fixed gratings Rs. 2·62, repaired manhole covers Rs. 14·40, cost of 25 iron gratings Rs. 250 = Rs. 304·66.

(b) 50 cubes metal broken Rs. 337·50, 65 cubes metal transported Rs. 81·25, 50 cubes metal spread and consolidated Rs. 158·22, gravel excavated, transported, and piled Rs. 234·60, side drains deepened Rs. 82·29, jungle cleared Rs. 16·38, culvert built Rs. 88·90, removed landslips Rs. 26·74, reduced sides Rs. 82·30, repaired tools Rs. 25, piled metal Rs. 22·31, weeded path round lake Rs. 39·71, cleared quarry Rs. 101·58, cost of material Rs. 235·96 = Rs. 1,532·74.

(c) Cleared jungle and deepened side drains, Alutgama road Rs. 73·39, and Lewella road Rs. 28·46, reduced sides Rs. 28·49, reduced sides Rs. 5·58, deepened side drains Rs. 5·58, and cleared jungle Rs. 5·58, Lady Anderson's road contingencies Rs. 3·77 = Rs. 150·85.

(d) Forest overseer's pay Rs. 35, cleared landslips, Udawattakelle roads and paths, Rs. 48·39, cleared side drains Rs. 17·11, cost of materials Rs. 42·93 = Rs. 155·50.

(e) Cleared landslips, Bahirawakanda road, Rs. 9·91, repaired culvert, Deyannewela road, Rs. 74·43, cleared quarry Rs. 81·98 = Rs. 166·32.

(f) Repaired cooly lines Rs. 63·16, stopped leaks, roof, Town Hall and Office, Rs. 10·62, repaired slaughter-house Rs. 12·15, store Rs. 12·15, cost of tiles and lime Rs. 31, cost of 24 glass panes Rs. 10·04, cost of materials Rs. 61·64 = Rs. 200·76.

(g) Whitewashed market Rs. 4, repaired market stalls Rs. 35·39, cost of materials Rs. 10·34 = Rs. 49·73.

(h) Watered plants, trimmed hedges Rs. 29·12, cost of materials Re. 1·09 = Rs. 30·21.

(i) Repaired bathing tank Rs. 12·25.

(j) Wages of watcher Rs. 6·80, hire of bullocks for mowing machine and wages of cooly Rs. 25·77, removed grass Rs. 17·55, cost of coconut oil 82 cents = Rs. 50·94.

(k) Repaired wire fences Rs. 11·70, deepened drain, Ridgeway path, Rs. 4·87 = Rs. 16·57.

(l) Weeded paths and grounds and attended to plants Rs. 26·01, cost of materials 41 cents = Rs. 26·42.

(m) Wages of loader Rs. 6·50, wages of extra guards Rs. 27·82, diets Rs. 13·57, repaired trollies Rs. 45·91, cost of blasting materials Rs. 54·26 = Rs. 148·06.

(n) Cost of one cart lime Rs. 7.

(o) Repaired seats Rs. 2·80.

(p) 215 lineal ft. of brick drain built Rs. 133·30, 12 door shutters made and hung Rs. 108 = Rs. 241·30.

(q) Removed landslips Rs. 12·61.

(r) Wages of extra guards Rs. 29·51, cost of materials Rs. 19 = Rs. 48·51.

(s) Cost of cement Rs. 70, cost of bricks and lime Rs. 79, built drain Rs. 9·05 = Rs. 158·05.

(t) Cost of cement Rs. 30, laid cement concrete to bed of Meda-ela Rs. 17·02 = Rs. 47·02.

(u) Demolished cooly lines Rs. 63·19.

(v) Excavated pits and covered in Rs. 203·19.

(w) Wages of watcher Rs. 12.

Municipal Office,
Kandy, December 6, 1910.

G. FRED. BUULTJENS,
Superintendent of Works.

Health Officer's Report for September, 1910.

Scavenging.—The scavenging of the town was carried out satisfactorily during the month.

Drainage.—The drains, both large and small, were clean owing to the flushing they received from the heavy showers that fell during the month.

Water Supply.—Good, but not sufficient.

Public Market.—Clean and well kept.

Public Latrines.—In good order and well kept.

Night Soil Depot.—Well kept.

Exposing Shed and Slaughter-houses.—These were in good order and well kept.

Cooly Lines.—All fairly well kept.

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

Laundries.—Generally well kept.

Dairies.—Clean and well kept.

Bakeries and Eating-houses.—Clean and well kept. Notices were served on the owners of bakeries and eating-houses to obtain licenses as required in Chapter 20 of the by-laws.

Fish Boutiques.—Frequent inspections were made; fish exposed for sale was of good quality.

Food Supply.—All foodstuffs exposed for sale, both in the market and town, were regularly inspected and found good. During the month 498 cattle, 165 buffaloes, 114 sheep, and 229 goats were slaughtered. 19 head of cattle, 2 buffaloes, 2 sheep, and 8 goats were rejected. The following organs were condemned and buried:—3 livers and 3 lungs of cattle, 3 livers and 1 lung of buffaloes, 11 livers and 4 lungs of sheep, and 3 livers and 27 lungs of goats.

Public Health.—The health of the town was good during the month, 5 cases of chickenpox, 4 cases of enteric fever, 1 case of continued fever, and 1 case of acute diarrhoea were reported. All necessary precautions were taken to prevent the spread of these diseases.

Municipal Office,
Kandy, October 7, 1910.

GEO. P. HAY, L.R.C.P. & S. (Edin.), J.P. & S. (Ceyl.),
Health Officer.

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	Chinchona.	Chinchona Chips.	Coconuts.	Copra.	Copra Oil.	Cocunut Ponnac.	Cinnamon.	Cinnamon Oil.	Citronella Oil.	Cardamoms.	Ebony.	Plumbago.	Coir Rope.	Coir Yarn.	Coir Fibre.	Sapan Wood.	Kitful Fibre.	Deer Horns.
COLOMBO.	1910.																							
ss. Staffordshire	5-12	London		731601	89				111140		2772					1139					543			
ss. Umhloti	5-12	Cape Ports		71537																	1060			
ss. Oronsey	5-12	South Africa		32145																	1060			
ss. Oberhausen	6-12	Hamburg		1800	200				8400	8845	4101	4501	12500			6771					401			
ss. Neidenfels	6-12	New York							15840		4213										128			
ss. Princess Alice	6-12	Bremen		2277					7480				15000			770					167			
ss. City of Manchester	6-12	London		167676	100				22000				5600*								785			
ss. Moyune	7-12	London		319763	41																100			
ss. Baxenfels	7-12	Cadcutta																						
ss. Persia	7-12	China																						
ss. Macedonia	7-12	London		1100																				
ss. Matz Ludwig	7-12	London		57918																				
ss. Rajah Ludvig	7-12	Yokohama		71766																				
ss. Clan Lamont	8-12	London																						
ss. Umlazi	8-12	Cape Ports																						
ss. Australien	8-12	London																						
ss. Assaye	8-12	Australia		19621	50																			
ss. Trieste	9-12	Trieste		59649																				
ss. Assaye	9-12	Trieste		4234																				
ss. Macedonia	9-12	China		183698																				
ss. Mahronda	9-12	China		331840																				
ss. Seydlitz	10-12	Australia		149540	289				7774	1163														
ss. Collegian	10-12	Bremen		9037																				
	10-12	London		303560	95				66920				12498											
		London							10320	2159	1512	580												
GALLE.																								
ss. Clan Macfadym	3-12	London																						

* Chips.

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

From	Bags.
From Tuticorin	12,867
Singapore	3,873
Calcutta	73,200
Total	104,540

TO GALLE.—From Calcutta 6,432

Bags.

A. R. SLATER,
for Principal Collector.

H. M. Customs,
Colombo, December 12, 1910.

ROAD COMMITTEE NOTICES.

Glenlyon-Preston 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 under-mentioned road for 1910-1911, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

GLENLYON-PRESTON ROAD.

(Estimate No. 368 of 1910-1911.)

Government moiety .. Rs. 895.00
Private contributions .. Rs. 903.95

1st to 4th section, 88.70 lines.

Total acreage, 2,491—Moiety of cost, Rs. 595.55—
Sectional rate, .2390c.—Total rate, .2390c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Ceylon Tea Plantations Co., Ltd. (G. C. Bliss)	Glenlyon	.. 636	.. 152	5
G. T. and Mrs. R. S. Peris (J. Agar)	Agra Elbedde	.. 276	.. 65	98

1st to 5th section, 115.10 lines.

Total acreage, 1,579—Moiety of cost, Rs. 177.26—
Sectional rate, .1122c.—Total rate, .3512c.

Colonel Gwatkin (G. S. Agar)	Helbeck	.. 109	.. 38	29
Heirs of Mrs. M. A. Stevenson (J. D. Stevenson)	Mossend	.. 125	.. 43	91
Colonel and Mrs. Gwatkin (G. S. Agar)	Torrington	.. 283	.. 99	43

1st to 6th section, 134.60 lines.

Total acreage, 1,062—Moiety of cost, Rs. 130.91—
Sectional rate, .1232c.—Total rate, .4744c.

A. Rossi Ashton (E. E. Megget)	Iona	.. 112	.. 53	16
Ceylon Tea Plantations Co., Ltd. (G. C. Bliss)	Polmont	.. 48	.. 22	79
P. B. Seton (A. Hamilton-Harding)	New Preston	.. 167	.. 79	26
A. G. & C. A. Seton (A. Hamilton-Harding)	Preston	.. 250	.. 118	66
Heirs of J. M. Smith (R. C. Fowler)	Albion	.. 289	.. 137	16
A. G. & C. A. Seton (A. Hamilton-Harding)	St. Margaret's	.. 196	.. 93	3

Rs. 903 72

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before December 26, 1910.

N.B.—Private contribution	..	903	95
Unexpended balance, 1909	..	0	23

Amount to be recovered in 1910 .. 903 72

Provincial Road Committee's Office, L. W. BOOTH,
Kandy, December 5, 1910. Chairman.

Kadugannawa-Alagalla 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 under-mentioned road for 1910-1911, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the said road as follows:—

KADUGANNAWA-ALAGALLA ROAD.

(Estimate No. 294 of 1910-1911.)

Government moiety .. Rs. 2,133.00
Private contributions .. Rs. 2,154.33

1st section, 1 mile.

Total acreage, 3,048—Moiety of cost, Rs. 430.79—
Sectional rate, .1413c.—Total rate, .1413c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Lady de Soysa	Maligatenna	.. 28	.. 3	96
W. C. Dias	do.	.. 50	.. 7	8

1st to 3rd section, 3 miles.

Total acreage, 2,970—Moiety of cost, Rs. 861.58—
Sectional rate, .2900c.—Total rate, .4313c.

Felix Dias	Kumaragala	.. 102	.. 44	2
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1st to 4th section, 4 miles.

Total acreage, 2,868—Moiety of cost, Rs. 430.79—
Sectional rate, .1502c.—Total rate, .5815c.

H. P. and L. P. Rudd	Beltoff	.. 152	.. 88	42
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1st to 5th section, 5 miles.

Total acreage, 2,716—Moiety of cost, Rs. 430.79—
Sectional rate, .1586c.—Total rate, .7401c.

P. J. Benwell	Andiatenna	.. 181	.. 133	99
Colombo Commercial Co., (W. A. F. Murray)	Oolanakanda	.. 365	.. 270	19
Cumberbatch & Co. (W. A. F. Murray)	Alagalla	.. 900	.. 666	20
C. G. Turbervil (E. L. S. Agar)	Tismode and Seafield	.. 355	.. 262	79
Eastern Produce and Estates Company, Ltd. (Gurdon Skene)	Kirimettiya and Peak	.. 915	.. 670	30

Rs. 2,153 95

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay on or before December 26, 1910, into the Colonial Treasury, Colombo.

N.B.—Private contributions	..	2,154	33
Unexpended balance, 1909	..	0	38
		2,153	95

Provincial Road Committee's Office, L. W. BOOTH,
Kandy, December 5, 1910. Chairman.

Rangalla-Nitre Cave 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 under-mentioned road for 1910-1911, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, December 17, 1910, at 1.30 P.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the contributions:—

RANGALLA-NITRE CAVE ROAD.

Government moiety	..	918	0
Private contributions	..	927	18

1st and 2nd sections, 1½ mile.

Proprietors or Agents.	Estates.	Acreage.
The Rangalla Tea Co., Ltd. (Wm. Sinclair); Agents, Whittall & Co.	Rangalla	.. 130

1st to 3rd section, 2½ miles.

The Rangalla Tea Co., Ltd. (Wm. Sinclair); Agents, Whittall & Co.	Poodelgodde	.. 331
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1st to 4th section, 3 miles.

The Rangalla Tea Co., Ltd. (Wm. Sinclair); Agents, Whittall & Co.	Madultenne	.. 302
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Proprietors or Agents.	Estates.	Acreage.	Proprietors or Agents.	Estates.	Acreage.
1st to 5th section, 3½ miles.			R. H. Ellis	St. Martins	594
The Rangalla Tea Co., Ltd. (Wm. Sinclair) Agents,	Kaladuriya	216	Burnside Tea Co. (Whittall & Co.)	Wattagalla	250
Whittall & Co.	Ferndale	310	And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.		
A. H. Kerr & Bellby	Leangapella	321	Provincial Road Committee's Office, L. W. BOOTH, Kandy, December 3, 1910. Chairman.		
R. Ellis, Lessee	Peru	138			
C. J. Pattenson	Esperanza	523			
N. Thompson & C. Roles Do.	Mount Mar and Winchfield Park	500			

LOCAL BOARD NOTICES.

NOTICE is hereby given that rabies exist within the Local Board limits of Moratuwa. Any dog which is not controlled by a muzzle or led by a competent person by a chain in any public road or place will be seized and dealt with under the rules passed under the Rabies Ordinance, No. 7 of 1893.

This notice shall take effect from January 1, 1911, and be in force for one year.

The Local Board Office,
Moratuwa, December 6, 1910.

C. H. JONES,
Chairman.

IT is hereby notified that the Local Board of Health of Kalutara has, in terms of section 30 of the Local Board's Ordinances, 1898, 1901, and 1905," as amended by section 2 (2) of Ordinance No. 13 of 1905, made and assessed for the year 1911 a rate of 3 per cent. on the value of all houses and buildings of every description, and of all lands and tenements whatsoever, within the limits of the Local Board of Kalutara, subject to the provisions of the aforesaid section.

Local Board Office,
Kalutara, December 3, 1910.

G. F. PLANT,
Chairman.

RESOLVED that under the provisions of section 35 of the Ordinance No. 13 of 1898 an annual tax payable in six days' labour be imposed upon all persons liable to such labour residing within the limits of the Local Board town of Kalutara, and that such labour be commuted by a money payment of Rs. 2 on or before March 31, 1911.

Local Board Office,
Kalutara, December 3, 1910.

G. F. PLANT,
Chairman.

WHEREAS by proclamation dated November 11, 1910, and published in the *Government Gazette* No. 6,411 of November 18, 1910, it was declared that the area bounded on the north by Kalu-ganga, east by Kudahenetiyanigala-ela, south by Mosque street and Janthajothiyawatta, and on the west by the sea, within the limits of the Local Board of Kalutara was an infected area:

It is hereby notified that the said area is free from disease and no longer an infected area.

Local Board Office,
Kalutara, December 9, 1910.

G. F. PLANT,
Chairman.

NOTICE is hereby given to persons residing within the limits of the Local Board of Jaffna that the Board, acting under the provisions of section 36 of "The Local Boards' Ordinances, 1898 and 1901," has resolved that an annual tax be imposed for the year 1911 on all carriages, jinrickshas, carts, hackeries, horses, ponies, mules, bullocks, and asses, kept or used within the town for which such Board is constituted, and which are not (as respects carts, carriages, and coaches) referred to in section 29 of the Ordinance No. 13 of 1898 at the rates specified in the schedule hereto annexed:—

SCHEDULE.

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

Local Board Office,
Jaffna, December 5, 1910.

H. R. FREEMAN,
Chairman.

NOTICE is hereby given to persons residing within the limits of the Local Board of Jaffna that the Board, acting under the provisions of section 35 of "The Local Boards' Ordinances, 1898 and 1901," has resolved that on account of the year 1911 a tax, payable in six days' labour, be imposed upon all persons residing within the limits of the said Board who, if the Ordinance No. 31 of 1884 had not been passed, would have been liable under the provisions of the Ordinance No. 10 of 1861 to the performance of labour for the maintenance of the roads or other public means of communication by land or by water.

Such labour may be commuted by a money payment of Re. 1.25 on or before March 31, 1911.

Local Board Office,
Jaffna, December 5, 1910.

H. R. FREEMAN,
Chairman.

IT is hereby notified that the Local Board of Health and Improvement, Kegalla, in terms of section 30 of Ordinance No. 13 of 1898, as amended by section 2 (2) of Ordinance No. 13 of 1905, has made and assessed for the year 1911 a rate of 4 per cent. on the annual value of all houses and buildings of any description and of all lands and tenements whatsoever within the limits of the Local Board of Kegalla, subject to the provision of the aforesaid section.

Local Board Office,
Kegalla, December 10, 1910.

J. CONROY,
Chairman.

NOTICE is hereby given to persons residing within the limits of the Local Board, Kegalla, that the Board, acting under the provisions of section 35 of Ordinance No. 13 of 1898, has imposed an annual tax on account of the year 1911, payable in six days' labour, upon all persons residing within the limits of the Local Board, who would have been liable, under the provisions of the Ordinance No. 10 of 1861, to the performance of labour for the maintenance of the roads or other public means of communication by land or by water, if the Ordinance No. 13 of 1884 has not been passed.

Such labour may be commuted by a money payment of Rs. 2, in the town of Kegalla, on or before March 31, 1911. After that date the payment will be Rs. 4 per head.

Local Board Office,
Kegalla, December 10, 1910.

J. CONROY,
Chairman.

NOTICE is hereby given to persons residing within the limits of the Local Board, Kegalla, that the Board, acting under the provisions of section 36 of the Ordinance No. 13 of 1898, has resolved that an annual tax be imposed for the year 1911 on all carriages, carts, hackeries, horses, ponies, mules, bullocks, and asses kept or used within the town for which such Board is constituted, and which are not (as respects carts, carriages, and coaches) the carts, carriages other than hackeries and coaches referred to in section 29 of Ordinance No. 13 of 1898, at the rate specified in the schedule hereto annexed:—

SCHEDULE.

	Rs. c.
1. For every carriage	4 0
2. For every ricksha	2 0
3. For every cart	2 0
4. For every hackery	2 0
5. For every horse, pony, or mule	2 50
6. For every bullock or ass	0 50

Local Board Office,
Kegalla, December 10, 1910.

J. CONROY,
Chairman.