



# Ceylon Government Gazette

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and General Government Notifications.

PART II.—Legal and Judicial.

PART III.—Provincial Administration.

PART IV.—Land Settlement.

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

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### UNOFFICIAL ANNOUNCEMENTS.

#### MEMORANDUM OF ASSOCIATION OF THE KALUGANGA VALLEY TEA AND RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE KALUGANGA VALLEY TEA AND 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, take on lease or in exchange, hire, or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India or elsewhere, and in particular the lease of a block of land approximately 6,500 acres in extent, situated in the village Dumbara, in the Ratnapura district of the Island of Ceylon, 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 undertaking lands, and real and personal, immovable and movable estate or property and assets of any kind of the Company, or any part thereof.
  - (3) To plant, grow and produce tea, rubber, 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.
  - (4) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) tea, rubber, cocounts, 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 coconut produce, tea, rubber, coconuts, 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.
  - (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 tea, rubber, cocounts, 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 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 licenses in respect of, or otherwise turn to account the property, rights, and information so acquired.
- (7) To purchase tea leaf, rubber, coconuts, 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 waringers or of 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 tea and rubber 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 interest; 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 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.
- (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, 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 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.
- (15) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon the Federated Malay States, 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 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 object 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 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, 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 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 Ten million Rupees (Rs. 10,000,000), divided into One million (1,000,000) 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.
STANLEY BOIS (by his attorney E. JOHN), Colombo .. .. .	One
E. JOHN, Colombo .. .. .	One
R. F. S. HARDIE, Colombo .. .. .	One
H. G. BOIS, Colombo .. .. .	One
PERCY BOIS (by his attorney E. JOHN), Colombo .. .. .	One
W. HENRY FIGG, Colombo .. .. .	One
W. SUTHERLAND ROSS (by his attorney E. JOHN), Colombo .. .. .	One

Witness to the above signatures, at Colombo, this 20th day of June, 1911:

LESLIE DE SARAM,  
Proctor, Supreme Court, Colombo.

#### ARTICLES OF ASSOCIATION OF THE KALUGANGA VALLEY TEA AND 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 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 Kaluganga Valley Tea and 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."

*Extraordinary resolution*.—"Extraordinary resolution" means a resolution passed by three-fourths in number and value of such Shareholders of the Company for the time entitled to vote as may be present at any meeting of the Company of which notice specifying an intention to propose such resolution has been duly given.

*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 Ten million Rupees (Rs. 10,000,000), divided into One million (1,000,000) 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 subject to any direction to the contrary that may be given by the Company in General Meeting, be first 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 share 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 declinature shall be absolute.

34. *Registration of transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2, 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 shares, 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, 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 net proceeds of any such sale as aforesaid under the provision 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 Shareholder willing to advance the same, and upon such terms as they think fit, all or any part of the amount of his shares beyond the sum actually called up.

#### BORROWING POWERS.

57. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, 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 and Fifty thousand Rupees (Rs. 150,000). 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 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 one 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 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 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 appointor, or if such appointor 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 Kaluganga Valley Tea and 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 six; 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 Two thousand Five hundred Rupees (Rs. 2,500), and upon which, in the case of partly paid up share, 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 Ten thousand Rupees (Rs. 10,000) 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. W. H. Figg, the Hon. Sir Stanley Bois, Kt., Mr. H. G. Bois, Mr. R. F. S. Hardie, and Mr. F. J. Poyntz Roberts, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

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

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

95. *Retiring Directors how determined.*—The Directors to retire from office at the Second, Third, 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, 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 acquisition of the lease of the said block of land in village Dumbara aforesaid.

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 lease of the said block of land in the village Dumbara aforesaid or of 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 agents 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 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.

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 hereunto set and subscribed their names, at Colombo, this 20th day of June, 1911.

STANLEY BOIS (by his attorney E. JOHN).

E. JOHN.

R. F. S. HARDIE.

H. G. BOIS.

PERCY BOIS (by his attorney E. JOHN).

W. HENRY FIGG.

W. SUTHERLAND ROSS (by his attorney E. JOHN).

Witness to the above signatures:

LESLIE DE SARAM,  
Proctor, Supreme Court, Colombo.

[Third Publication]

## MEMORANDUM OF ASSOCIATION OF THE RATNAPURA TEA COMPANY OF CEYLON, LIMITED.

1. The name of the Company is "THE RATNAPURA TEA COMPANY OF CEYLON, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
  - (a) To purchase from the proprietors thereof a block of land, about 500 acres in extent, situated in the District of Ratnapura, in the Island of Ceylon, known as Galkadua estate.
  - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
  - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
  - (d) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce rubber, coconuts, tea, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
  - (e) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.

- (f) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
- (g) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise.
- (h) To lease any factory or other buildings from any company or person.
- (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (g) or (h), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
- (j) To prepare, cure, manufacture, treat, and prepare for market rubber, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such rubber, plumbago, minerals, tea, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
- (k) To buy, sell, warehouse, transport, trade, and deal in rubber, coconuts, tea, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
- (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of rubber and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
- (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (n) To establish and maintain in the United Kingdom, Ceylon, or elsewhere stores, shops, and places for the sale of rubber, tea, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
- (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash, credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby, or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered, or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partially paid up for such purpose.
- (z 3) To accept consideration for any lands and real and personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, and generally to accept any consideration to be received by the Company in money or in shares (the shares whether

wholly or partially paid up) of any company, or in the mortgages, debentures, or obligations of any company or person or partly in one of these modes and partly in another or in any other kind or mode whatsoever.

- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them, or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

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

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in 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.
FRED. WM. BOIS, Colombo	One
HERBERT BOIS (by his attorney FRED. WM. BOIS), Colombo	One
H. G. BOIS, Colombo	One
per pro J. MATHIESON (by his attorney J. ANDERSON), Colombo	One
per pro J. SPIGNER (by his attorney J. ANDERSON), Colombo	One
J. STEUART, Colombo	One
R. F. S. HARDIE, Colombo	One

Witness to all the above signatures, at Colombo, this 28th day of June, 1911:  
O. P. MOUNT, Proctor and Notary Public, Colombo.

#### ARTICLES OF ASSOCIATION OF THE RATNAPURA TEA COMPANY OF CEYLON, LIMITED.

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

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

#### INTERPRETATION CLAUSE.

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

The word "Company" means "The Ratnapura Tea Company of Ceylon, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

#### BUSINESS.

2. 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 Five hundred thousand Rupees (Rs. 500,000), divided into Ten thousand shares of Fifty Rupees (Rs. 50) each.

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

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

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

## SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## CALLS.

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



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

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

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

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

#### TRANSFER OF SHARES.

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

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

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

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

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

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

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

34. The register of transfers may be closed during the fourteen days immediately preceding each Ordinary General Meeting; and when a dividend is declared, for the three days next ensuing 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 any year.

#### TRANSMISSION OF SHARES.

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

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

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

#### SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

47. A certificate in writing under the hands of one of the Directors and of the Secretary that the power of sale given by clause 45 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

#### PREFERENCE SHARES.

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

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

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

#### BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Seventy-five thousand Rupees (Rs. 75,000).

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

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

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

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

## GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## VOTING AT MEETINGS.

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

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

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

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

77. On a show of hands every member shall have one vote only. In case of a poll every Shareholder shall have one vote for every share held by him.

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

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

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

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

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

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

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

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

*The Ratnapura Tea Company of Ceylon, Limited.*

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

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

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

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

DIRECTORS.

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

The qualification of a Director shall be his holding in his own right at least 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.

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

88. The first Directors shall be Harry Gordon Bois, Francis John Poynts Roberts, and Herbert William Crabbe, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

91. The Directors to retire from office at the Second and Third Ordinary General 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.

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

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

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

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

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

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

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

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

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

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

#### DISQUALIFICATION OF DIRECTORS.

102. The office of the Director shall be vacated—

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

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

#### POWERS OF DIRECTORS.

103. The Directors shall have power to carry into effect the acquisition of the block of land at Ratnapura known as Galkadua estate, and the lease, purchase, or acquisition of any other lands, estates, or property they may think fit, or any share or shares thereof.

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

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

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

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

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

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

109. The seal of the Company shall not be affixed to any instrument except in the presence of two or more Directors or of one Director and the Secretary or Secretaries of the Company other than the Director so signing, who shall attest the sealing thereof; such attestation on the part of Secretaries in the event of a firm becoming Secretaries being signified by a partner or the Manager of the firm signing for and on behalf of the said firm as such Secretaries.

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

amalgamations, sale, or other disposition into effect so far as a resolution or special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

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

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

#### PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

## ACCOUNTS.

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

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

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

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

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

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

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

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

## - AUDIT.

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

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

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

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

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

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

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

## DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

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

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

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

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

#### NOTICES.

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

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

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

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

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

153. Every Shareholder residing out of Ceylon shall name and register in the books of the Company an address within Ceylon at which all notices shall be served upon him, and all notices served at such address shall be deemed to be well served. If he shall not have named and registered such an address, he shall not be entitled to any notices.

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

#### ARBITRATION.

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

#### EVIDENCE.

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

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

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names, at Colombo, this 28th day of June, 1911.

FRED. WM. BOIS.

HERBERT BOIS (by his attorney FRED. WM. BOIS).

H. G. BOIS.

J. MATHIESON (by his attorney J. ANDERSON).

J. SPICER (by his attorney J. ANDERSON).

J. STEUART.

R. F. S. HARDIE.

Witness to all the above signatures :

O. P. MOUNT.



## MEMORANDUM OF ASSOCIATION OF THE ENSELWATTE TEA COMPANY, LIMITED.

- Second Publication*
1. The name of the Company is "THE ENSELWATTE TEA COMPANY, LIMITED."
  2. The registered office of the Company is to be established in Colombo.
  3. The objects for which the Company is to be established are:—
    - (a) To purchase from the proprietors thereof the Enselwatte and Silvakande estates, situated in the Morawak korale district, in the Island of Ceylon.
    - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
    - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
    - (d) To clear, open, plant, cultivate, improve, and develop the said property or any portions thereof and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce rubber, coconuts, tea, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
    - (e) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
    - (f) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
    - (g) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise.
    - (h) To lease any factory or other buildings from any company or person.
    - (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (g) or (h), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
    - (j) To prepare, cure, manufacture, treat, and prepare for market rubber, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such rubber, plumbago, minerals, tea, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
    - (k) To buy, sell, warehouse, transport, trade, and deal in rubber, coconuts, tea, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates; and other products, wares, merchandise, articles, and things of any kind whatever.
    - (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of rubber and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
    - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
    - (n) To establish and maintain in the United Kingdom, Ceylon, or elsewhere stores, shops, and places for the sale of rubber, tea, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
    - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
    - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
    - (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash, credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
    - (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.

- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company; or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon; and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partially paid up for such purpose.
- (z 3) To accept consideration for any lands and real and personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, and generally to accept any consideration to be received by the Company in money or in shares (the shares whether wholly or partially paid up) of any company, or in the mortgages, debentures, or obligations of any company or person or partly in one of these modes and partly in another or in any other kind or mode whatsoever.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

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

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in 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 :—

Name and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
F. STEPHENS, Colombo	One
J. M. BOUSTEAD (by his attorney F. STEPHENS), Wimbledon	One
LEILA E. BOUSTEAD (by her attorney F. STEPHENS), Wimbledon	One
E. G. MONEY (by his attorney F. STEPHENS), Colombo	One
GUY BOUSTEAD, Colombo	One
CAMERON WALKER, Colombo	One
H. L. PERCY, Colombo	One

Witness to the above signatures, at Colombo, this 24th day of June, 1911 :

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

## ARTICLES OF ASSOCIATION OF THE ENSELWATTE TEA COMPANY, LIMITED.

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

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

## INTERPRETATION CLAUSE.

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

The word "Company" means "The Enselwatte Tea Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

## BUSINESS.

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

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

## CAPITAL.

4. The original capital of the Company is Three hundred thousand Rupees (Rs. 300,000), divided into Twenty thousand shares of Fifteen Rupees (Rs. 15) each.

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

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

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

## SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### CALLS.

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

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

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

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

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

#### TRANSFER OF SHARES.

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

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

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

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

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

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

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

34. The Register of Transfers may be closed during the fourteen days immediately preceding each Ordinary General Meeting; and when a dividend is declared, for the three days next ensuing 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 any year.

#### TRANSMISSION OF SHARES.

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

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

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

#### SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

47. A certificate in writing under the hands of one of the Directors and of the Secretary that the power of sale given by clause 45 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

## PREFERENCE SHARES.

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

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

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

## BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Fifty thousand Rupees (Rs. 50,000).

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

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

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

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

## GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### VOTING AT MEETINGS.

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

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

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

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

77. On a show of hands every number shall have one vote only. In case of a poll every Shareholder shall have one vote for share held by him.

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

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

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

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

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

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

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

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

*The Ensehwatte Tea Company, Limited.*

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

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

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

#### DIRECTORS.

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

The qualification of a Director shall be his holding in his own right at least ten fully or partly paid shares in the Company upon which all calls for the time being have been paid, and the 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 annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

88. The first Directors shall be Frederic Stephens, Guy Melvill Boustead, Frederic Faithfull Turner, and William Reginald Davies, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

#### ROTATION OF DIRECTORS.

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

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

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

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

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

95. Any casual vacancy occurring in the number of Directors or provisional Directors arising from death, resignation, or otherwise, may be filled up by the Directors, any Director may appoint any other person to act in his place as Director during his absence from Ceylon or inability to act as a Director, but any person appointed to fill such vacancy or substituted as aforesaid shall retain his office so long only as the vacating or substituting Director would have retained the same if no vacancy had occurred or substitute has been appointed.

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

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

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

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

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

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

#### DISQUALIFICATION OF DIRECTORS.

102. The office of the Director shall be vacated—

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

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

#### POWERS OF DIRECTORS.

103. The Directors shall have power to carry into effect the acquisition of the Enselwatte and Silvakande estates, and the lease purchase, or acquisition of any other lands, estates, or property they may think fit, or any share or shares thereof.



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

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

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

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

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

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

109. The seal of the Company shall not be affixed to any instrument except in the presence of two or more Directors or of one Director and the Secretary or Secretaries of the Company other than the Directors so signing, 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 firm signing for and on behalf of the said firm as such Secretaries.

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 persons or persons, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary for carrying such amalgamations, sale, or other disposition into effect so far as a resolution or special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

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

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

## PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

## ACCOUNTS.

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

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

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

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

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

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

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

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

## AUDIT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### NOTICES.

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

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

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

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

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

153. Every Shareholder residing out of Ceylon shall name and register in the books of the Company an address within Ceylon at which all notices shall be served upon him, and all notices served at such address shall be deemed to be well served. If he shall not have named and registered such an address, he shall not be entitled to any notices.

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

#### ARBITRATION.

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

## EVIDENCE.

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

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

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names, at Colombo, this 24th day of June, 1911.

F. STEPHENS.

J. M. BOUSTEAD (by his attorney F. STEPHENS).

LEILA E. BOUSTEAD (by her attorney F. STEPHENS).

E. G. MONEY (by his attorney F. STEPHENS).

GUY BOUSTEAD.

CAMERON WALKER.

H. L. PERCY.

Witness to all the above signatures :

V. A. JULIUS,

Proctor, Supreme Court, Colombo.

[Second Publication.]

1-2/50  
655/11  
The Coconut Estates of Perak, Limited.

NOTICE is hereby given that the First General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Saturday, July 29, 1911, at noon.

Business.

To receive the report of the Directors and accounts for the period ending December 31, 1910.

By order of the Directors,

WHITTALL & Co.,  
Agents and Secretaries.

Colombo, July 18, 1911.

3-18/11  
The Upper Maskeliya Estates Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of this Company will be held at No. 2, Queen street, Fort, Colombo, the registered office of the Company, on Monday, July 31, 1911, at 12 o'clock noon, when the subjoined resolution, which was passed by the requisite majority at the Extraordinary General Meeting of the Company held on the 1st instant, will be submitted for confirmation as a special resolution:—

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

(1) The Articles 24 and 25 shall be deleted and the following Articles substituted in lieu thereof:—

24. (a) 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.
24. (b) 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.

24. (c) 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.
24. (d) 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.

PREFERENCE SHARES.

25. (a) 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.

25. (b) 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 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.

25. (c) 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.

(2) The following Article shall be inserted after Article 72:—

72. (a) 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.

(3) The Article 9 (a) shall be deleted.

Should the above resolution be duly confirmed, the following resolutions will be proposed at the same meeting, and, if passed by the requisite majority, will be submitted for confirmation as special resolutions to a subsequent Extraordinary General Meeting of the Company which will be subsequently convened:—

(1) That the Capital of the Company be increased from Rs. 350,000 to Rs. 450,000 by the creation of 10,000 new shares of Rs. 10 each.

(2) That the new shares be called preference shares and the rights, privileges, and conditions following shall be attached thereto, that is to say—

(a) The said preference shares shall confer on the holders thereof the right to a fixed cumulative preferential dividend at the rate of 7 per cent. per annum on the capital for the time being paid up on such shares.

(b) The said preference shares shall rank in a winding up (1) as regards capital and (2) as regards dividend (whether declared or not) up to the commencement of the winding up, in priority to the other shares in the capital of the Company; but will not confer any further right to participate in profits or surplus assets.

(c) The said preference shares shall confer on the holders thereof the same right of voting at any General Meeting of the Company as the ordinary shares of the Company.

By order of the Board,

WHITTALL & Co.,  
Agents and Secretaries.

Colombo, July 18, 1911.

The Bibile Rubber Company of Ceylon, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of shareholders will be held at the registered office of the Company, No. 2, Queen street, Fort,

Colombo, on Wednesday, August 2, 1911, at 12 noon for the purpose of passing the following special resolution:—

“That the Bibile Rubber Company of Ceylon, Limited, be wound up voluntarily.”

By order of the Directors,

WHITTALL & Co.,  
Agents and Secretaries.

Colombo, July 20, 1911.

The “Kongsi” Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the above Company will be held at the Hill Club, Nuwara Eliya, on Monday, July 31, 1911, at 1.30 P.M.

Business.

To consider, and, if thought fit, pass the following resolution in connection with the Articles of Association of the Company:—

“That the under-mentioned Article be inserted to follow Article No. 7, and be numbered Article No. 7A:—

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

By order of Directors,

N. W. DAVIES,  
Agent and Secretary.

July 15, 1911.

THE partnership hitherto carried on by us, the under-mentioned, under the name, style, and firm of Mackwood and Company, having expired by effluxion of time, notice is hereby given that the interest of me, the undersigned Thomas Boyd Campbell, in the said firm, and my liability as a partner therein ceases as from this date, and that we, the undersigned Frank Mitchell Mackwood and Frank Edward Mackwood, will as from the date hereof carry on the said business.

THOMAS BOYD CAMPBELL  
(by his attorney J. A. MCGILLIVRAY),  
FRANK MITCHELL MACKWOOD,  
FRANK EDWARD MACKWOOD  
(by his attorney F. M. MACKWOOD).

Colombo, June 30, 1911.

UNDER instructions from the administratrix of the intestate estate of the late Saibo Dory Samsy Lebber Marikar, deceased, of Reservoir road, Dematagoda, thereunto duly authorized by the District Court of Colombo in testamentary proceedings No. 3,856 of the said Court and the other co-owners thereof, we shall sell by public auction at the spot, on Monday, July 31, 1911, at 5 P.M., all that premises with the buildings thereon, bearing assessment No. 93, situated at Ketawalamulla, now called Reservoir road, Dematagoda, Colombo, in extent 3 49/100 perches. For inspection of deeds, &c., please apply to C. M. Brito, Esq., Proctor and Notary, Colombo.

T. A. RAHEEM & Co.,  
Auctioneers and Brokers.  
No. 57, 2nd Cross street,  
Pettah, Colombo,

In the District Court of Colombo.

(1) N. M. K. Mohammado Abdul Cader, (2) M. M. Mohammado Alliyar, both of Bankshall street, Colombo ..... Plaintiffs.

No. 32,469. Vs.

K. R. Sego Ismail Rawter of Nos. 52 and 58, Bankshall street, Colombo ..... Defendant.

BY virtue of the decree in the above action and the order issued to me, I shall sell by public auction, commencing at 9 A.M. at boutique No. 52, and thereafter at boutique No. 58, on Saturday, August 12, 1911, all the goods, wares, merchandise, effects, and things, and the stock-in-trade consisting of curry stuffs, medicinal stuffs,

and other goods, &c., lying in boutiques Nos. 52 and 58, Bankshall street, Colombo.

The said property is declared specially bound and executable for the recovery of Rs. 4,120, with further interest and costs.

6, Hulftsdorp,  
Colombo, July 18, 1911.

C. E. KARUNARATNA,  
Auctioneer.

In the District Court of Negombo.

R. M. S. P. Ponniah Palle and three  
others..... Plaintiffs.

No. 8,225. Vs.

(1) Kalutara Korallage Don John *alias* Juan Appu and his wife (2) Nawagamuge Dona Cornelia Perera, both of Kochchikade, in Colombo, (3) Kalutara Korallage Dona Rosaline, wife of (4) Don Martin Amarasingha, both of Kotahena, in Colombo..... Defendants.

BY virtue of the decree in the above action and the order issued to me, I shall sell by public auction at the spot, at 3 p.m., on Saturday, August 12, 1911, the under-mentioned property, declared specially bound and

executable for the recovery of Rs. 11,906.68, with interest at 9 per cent. per annum from February 6, 1911, till payment in full and costs of suit:—

1. All those several allotments of land lying contiguous to each other, now forming one property, called Reynoldus Garden, with the buildings thereon, bearing present assessment Nos. 69 to 75, situate at Kochchikade, within the Municipality of Colombo, containing in extent 3 roods and 11 perches and 45/100 parts of a perch, comprising the following several allotments of land, to wit:—(a) All that part of the garden called Reynoldus Garden, with the buildings constructed thereon, situate at Kochchikade aforesaid, containing in extent 22 and 22/100 square perches, more or less; (b) all that  $\frac{5}{8}$  parts of the garden, with the buildings standing thereon, situate at Kochchikade aforesaid, containing in extent 1 rood and  $\frac{1}{4}$  a square perch, more or less; (2) all that land and the buildings thereon, bearing assessment No. 75, situate at Sea street in Kochchikade aforesaid, containing in extent 25/35 square perches, or in extent 15.45 perches; (3) all that portion of the land and buildings thereon situate at Kochchikade aforesaid, containing in extent 11 perches.

6, Hulftsdorp,  
Colombo, July 18, 1911.

C. E. KARUNARATNA,  
Auctioneer.

## MUNICIPAL COUNCIL NOTICES.

### MUNICIPALITY OF COLOMBO.

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

C. M. YOUNG,

Financial Assistant to the Chairman,

The Municipal Office, Municipal Council, Colombo.  
Colombo, July 19, 1911.

#### SCHEDULE.

Premises No. Quarter and Year. Time of Sale.  
Date of Sale: Monday, August 14, 1911.

Premises No.	Quarter and Year.	Time of Sale.
Alutnawata.		
2816-339	3rd and 4th quarters, 1910	7 A.M.
2821-335	Do.	7.15 ..
Wall's lane.		
2878-26	3rd and 4th quarters, 1910	7.55 ..
2883-23	Do.	8.20 ..
2884-27	Do.	8.25 ..
2889-18A	Do.	8.35 ..
2890-18A (1)	Do.	8.40 ..
2918-15	Do.	8.45 ..
2919-14 (1)	4th quarter, 1910	8.50 ..
2920-14	Do.	8.55 ..
2924-11	3rd and 4th quarters, 1910	9.10 ..
2926-9 (1)	4th quarter, 1910	9.20 ..
2928-9 (3)	3rd and 4th quarter, 1910	9.30 ..
2929-7	Do.	9.35 ..
2930-3	4th quarter, 1910	9.40 ..

Date of Sale: Tuesday, August 15, 1911.

Premises No.	Quarter and Year.	Time of Sale.
Madampitiya.		
1461-111	3rd and 4th quarters, 1910	7 A.M.
1463-246	Do.	7.15 ..
1464-244	Do.	7.20 ..
1465-243	4th quarter, 1910	7.25 ..
1467-243B	3rd and 4th quarters, 1910	7.35 ..

Premises No.	Quarter and Year.	Time of Sale.
Lascoreen street.		
104-7A	4th quarter, 1910	8 A.M.
105-7B	Do.	8.5 ..
Jampettah street.		
123-56 & 56A	3rd and 4th quarters, 1910	8.10 A.M.
Shoemaker street.		
124-1	4th quarter, 1910	8.15 A.M.
Jampettah street.		
175-5	4th quarter, 1910	8.30 A.M.
181-73	3rd and 4th quarters, 1910	8.40 ..
190-9	Do.	8.45 ..
Galpotta street.		
206-33	3rd and 4th quarters, 1910	8.55 A.M.
225-49	Do.	9.30 ..
226-50	Do.	9.35 ..
227-51	Do.	9.40 ..

Date of Sale: Wednesday, August 16, 1911.

Premises No.	Quarter and Year.	Time of Sale.
Galpotta street.		
228-52	3rd and 4th quarters, 1910	7 A.M.
229-1, 2, & 3	Do.	7.5 ..
230-47	Do.	7.10 ..
231-8 & 10	Do.	7.15 ..
232-11 & 12	Do.	7.20 ..
233-13	Do.	7.25 ..
236 & 237, 16 & 17	Do.	7.30 ..
Green street.		
241-33	3rd and 4th quarters, 1910	7.35 A.M.
242-1 & 4	Do.	7.40 ..
243-35	4th quarter, 1910	7.45 ..

St. Joseph street:

503-56 & 56A	3rd and 4th quarters, 1910	8.35 A.M.
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Date of Sale: Thursday, August 17, 1911.

Premises No.	Quarter and Year.	Time of Sale.
St. Joseph street.		
579-134 & 134A	3rd and 4th quarters, 1910	8.15 A.M.
Barber street.		
308-38	3rd and 4th quarters, 1910	8.50 A.M.
Jampettah street.		
84-45 (3)	3rd quarter, 1909, to 4th quarter, 1910	8.30 A.M.
86-15 & 19	Do.	8.35 ..
Lascoreen street.		
101-5	3rd and 4th quarters, 1910	9.40 A.M.

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
Shoemaker street.			Date of Sale : Tuesday, August 22, 1911.		
136-13	3rd quarter, 1909, to 4th quarter, 1910	9.45 A.M.	Alutmawata.		
Date of Sale : Friday, August 18, 1911.			2804-342	4th quarter, 1910	7 A.M.
Shoemaker street.			2805-343 (1)	Do.	7.5 "
156-34A	3rd quarter, 1909, to 4th quarter, 1910	7 A.M.	2806-343 (2)	Do.	7.10 "
St. Joseph's street.			2807-343 (3)	Do.	7.15 "
431-4 & 4C	3rd quarter, 1909, to 4th quarter, 1910	7.35 A.M.	2808-348	Do.	7.20 "
435-14	3rd and 4th quarters, 1910	7.40 "	2809-345 & 347	Do.	7.25 "
475-35	Do.	7.55 "	2810-344	Do.	7.30 "
478-37A	Do.	8 "	2811-342	Do.	7.35 "
479-38	Do.	8.5 "	2813-341 (2)	3rd and 4th quarters, 1910	7.40 "
490-52	4th quarter, 1910	8.45 "	2858-330	Do.	7.55 "
Madampitiya.			2859-330 (1)	Do.	8 "
1470-240	3rd and 4th quarters, 1910	8.55 A.M.	Wall's lane.		
1473-238	2nd to 4th quarter, 1910	9 "	2941-324 (1)	1st to 4th quarter, 1910	8.35 A.M.
1482-231	3rd and 4th quarters, 1910	9.20 "	Alutmawata.		
1485-251	Do.	9.25 "	2943-324	3rd and 4th quarters, 1910	8.40 A.M.
Date of Sale : Saturday, August 19, 1911.			2944-324 (2)	Do.	8.45 "
Blomendahl street.			2945-322	3rd quarter, 1909, to 4th quarter, 1910	8.50 "
1628-65A	3rd and 4th quarters, 1910	7.10 A.M.	2946-322 (1)	3rd and 4th quarters, 1910	8.55 "
1629-65	4th quarter, 1910	7.15 "	2947-322 (2)	3rd quarter, 1909, to 4th quarter, 1910	9 "
1633-62	Do.	7.20 "	2948-322 (3)	Do.	9.5 "
1637 & 1638-61 & 61A	4th quarter, 1910	7.25 "	2950-321 (1)	3rd and 4th quarters, 1910	9.15 "
1648-56	3rd and 4th quarters, 1910	7.35 "	2951-321 (2)	Do.	9.20 "
1649-55	Do.	7.40 "	2953-320	Do.	9.25 "
1650-54	Do.	7.45 "	2955-319	Do.	9.30 "
1653-52A	Do.	7.50 "	2956-319 (1)	Do.	9.35 "
1657-50	Do.	7.55 "	2957-318	Do.	9.40 "
1665-45	Do.	8 "	2959-317 (1)	Do.	9.45 "
1669-44B	Do.	8.10 "	Date of Sale : Wednesday, August 23, 1911.		
1670-44C	Do.	8.15 "	Alutmawata.		
1671-44D	Do.	8.20 "	2960-317 (2)	3rd and 4th quarters, 1910	7 A.M.
1672-44E	Do.	8.25 "	2961-317 (3)	4th quarter, 1910	7.5 "
1673-44F	Do.	8.30 "	2963-315 (1)	3rd and 4th quarters, 1910	7.10 "
1674-43	Do.	8.35 "	2967-315 (3)	4th quarter, 1910	7.20 "
1675-40	Do.	8.40 "	2968-312	3rd and 4th quarters, 1910	7.25 "
1678-37	4th quarter, 1910	8.45 "	2969-312 (1)	Do.	7.30 "
1679-36	3rd and 4th quarters, 1910	8.50 "	2970-307	4th quarter, 1910	7.35 "
1681-35A	Do.	8.55 "	2971-305	3rd and 4th quarters, 1910	7.40 "
1683-33	Do.	9.0 "	2972-305 (1)	Do.	7.45 "
1686-31	3rd and 4th quarters, 1910	9.5 "	2973-305 (2)	Do.	7.50 "
1691-26	Do.	9.15 "	2974-303	Do.	7.55 "
1693-26A	Do.	9.20 "	2976-302 (1)	Do.	8 "
1699-21	Do.	9.30 "	2977-302 (2)	Do.	8.5 "
1701-20A	Do.	9.35 "	2979-299	Do.	8.10 "
1702-19	Do.	9.40 "	2980-299 (1)	Do.	8.15 "
Date of Sale : Monday, August 21, 1911.			2987-311	Do.	8.25 "
Blomendahl street.			2990-298	Do.	8.30 "
1705-18	3rd and 4th quarters, 1910	7 A.M.	2992-295	Do.	8.35 "
1708 & 1714, 14 & 14E	Do.	7.10 "	2994-294 (1)	4th quarter, 1909, to 4th quarter, 1910	8.40 "
1715-13	Do.	7.15 "	2995-294 (2)	3rd and 4th quarters, 1910	8.50 "
1716-13	Do.	7.20 "	2996-294 (3)	Do.	8.55 "
1717-13B	Do.	7.25 "	2997-285	Do.	9 "
1718-13C	Do.	7.30 "	3023-266	1st to 4th quarter, 1910	9.5 "
1719-13D	Do.	7.35 "	2999-284	3rd and 4th quarters, 1910	9.10 "
1720-13E	Do.	7.40 "	3000-284A	Do.	9.15 "
1722-3	Do.	7.50 "	3001-283	Do.	9.20 "
1723-4	Do.	7.55 "	3002-283A	Do.	9.25 "
1724-5	1st to 4th quarter, 1910	8 "	3003-282	Do.	9.30 "
1725-6	3rd and 4th quarters, 1910	8.5 "	St. James street.		
1726-7	Do.	8.10 "	3005-18	Do.	9.40 A.M.
1731-9	Do.	8.20 "	Date of Sale : Thursday, August 24, 1911.		
1732-9A	1st to 4th quarter, 1910	8.25 "	St. James street.		
1738-5A	3rd and 4th quarters, 1910	8.40 "	3007-16 (1)	3rd and 4th quarters, 1910	7 A.M.
1739-4	Do.	8.45 "	Alutmawata.		
1742-3A	Do.	8.50 "	3009-281	4th quarter, 1910	7.5 A.M.
1743-3B	Do.	8.55 "	3010-279	3rd and 4th quarters, 1910	7.10 "
Korteboam street.			3012-279	4th quarter, 1910	7.15 "
2761-103	3rd and 4th quarters, 1910	9.30 A.M.	3013-276	3rd and 4th quarters, 1910	7.20 "
2762-103 (1)	Do.	9.35 "	3014-275	Do.	7.25 "
2764-103 (3)	Do.	9.40 "	3016-273	Do.	7.30 "
Alutmawata.			3017-272	Do.	7.35 "
2803-353	4th quarter, 1910	9.45 A.M.	3018-271	Do.	7.40 "
			3020-270	Do.	7.45 "
			3021-267 (1)	1st to 4th quarters, 1910	7.50 "

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
3022-267	3rd and 4th quarters, 1910	7.55 A.M.	3270-12 (1)	3rd and 4th quarters, 1910	7.25 A.M.
3024-265	Do.	8	3273-10	Do.	7.35
3025-264	Do.	8.5		Alutmawatta.	
3026-262	Do.	8.10	3276-68	4th quarter, 1910	7.45 A.M.
3027-261	4th quarter, 1910	8.15	3277-67	Do.	7.55
3032-257	3rd and 4th quarters, 1910	8.20	3278-65	3rd and 4th quarters, 1910	8
3040-250	2nd to 4th quarters, 1910	8.35	3281-65 (2)	Do.	8.15
3042-248 (1)	Do.	8.40		St. James' street.	
3124-205	3rd and 4th quarters, 1910	9	3284-9 (1)	3rd and 4th quarters, 1910	8.25 A.M.
3125-357	Do.	9.5		Alutmawatta.	
3126 (2)-192 (1).	4th quarter, 1910	9.10	3285-158 (1)	3rd and 4th quarters, 1910	8.30 A.M.
	Vine street.			Marshall street.	
3128-205 (1)	3rd and 4th quarters, 1910	9.15 A.M.	3335-6	3rd and 4th quarters, 1910	8.35 A.M.
3133-204 (1)	Do.	9.25	3340-18	Do.	8.45
3135-176	Do.	9.35	3343-16 (1)	4th quarter, 1910	8.55
3138-199 (2)	3rd quarter, 1909, to 4th quarter, 1910	9.45	3344-16	3rd and 4th quarters, 1910	9
	Date of Sale: Friday, August 25, 1911.		3345-14	Do.	9.5
	Vine street.		3347-15A	Do.	9.15
3139-198	3rd and 4th quarters, 1910	7 A.M.		Alutmawatta.	
3141-195	4th quarter, 1910	7.10	3354-46	3rd and 4th quarters, 1910	9.30 A.M.
3143-194	3rd and 4th quarters, 1910	7.20	3355-47	1st to 4th quarter, 1910	9.35
3147-191	4th quarter, 1910	7.35	3357-29	3rd and 4th quarters, 1910	9.40
3149-186	3rd and 4th quarters, 1910	7.40	3358-31	Do.	9.45
3150-187	4th quarter, 1910	7.45		Date of Sale: Tuesday, August 29, 1911.	
	Alutmawatta.			Alutmawatta.	
3151-188	3rd and 4th quarters, 1910	7.50 A.M.	3360-27	3rd and 4th quarters, 1910	7 A.M.
3152-188 (1)	Do.	7.55	3361-17	Do.	7.10
3153-188 (2)	Do.	8	3362-26	Do.	7.15
3154-188 (3)	Do.	8.5	3364-24	4th quarter, 1910	7.20
3160-174	Do.	8.10	3368-23 (1)	3rd and 4th quarters, 1910	7.25
3161-173	Do.	8.15	3376-18	Do.	7.35
3164-171	Do.	8.30		Tanque Salgado.	
3166-168	Do.	8.35	3381-17 (2)	4th quarter, 1910	7.40 A.M.
3167-167	Do.	8.40	3402-20	3rd and 4th quarters, 1910	7.45
3168-166	Do.	8.45	3408-25	Do.	7.50
3169-170	Do.	8.50	3416-31	1st quarter, 1909, to 4th quarter, 1910	7.55
3170-165	Do.	8.55	3423-34B	3rd and 4th quarters, 1910	8
3171-164	Do.	9	3430-38	Do.	8.5
3173A-162A	Do.	9.5	3449-50 (2)	Do.	8.15
3174-161	Do.	9.10		Nagalagam street.	
3178-142 (2)	Do.	9.15	899-225	3rd and 4th quarters, 1910	8.35 A.M.
3179-142	Do.	9.20	913-239/242	4th quarter, 1910	8.40
3182-146	Do.	9.30		M. Cemetery.	
3185-141	Do.	9.35	1525-70	3rd and 4th quarters, 1910	8.50 A.M.
	Date of Sale: Saturday, August 26, 1911.		1526-71	Do.	8.55
	Alutmawatta.		1528-73A	Do.	9
3192-126 (1)	3rd and 4th quarters, 1910	7 A.M.	1544-62	4th quarter, 1910	9.20
3193-126	Do.	7.5	1545-62A	Do.	9.25
3193-126	Do.	7.10	1546-62B	Do.	9.30
3194-125	Do.	7.15	1547-62C	Do.	9.35
3195-124	Do.	7.20	1548-61	3rd and 4th quarters, 1910	9.40
3196-124	Do.	7.25	1549-60	Do.	9.45
3197-118	Do.	7.30		Date of Sale: Wednesday, August 30, 1911.	
3198-117	Do.	7.35		M. Cemetery.	
3199-113	Do.	7.40	1557-53	3rd and 4th quarters, 1910	7 A.M.
3200-101 (1)	Do.	7.45	1559-50	4th quarter, 1910	7.10
3203-98 (2)	Do.	7.55	1561-48	3rd and 4th quarters, 1910	7.15
3218-95	Do.	8	1562-47	Do.	7.20
3222-92	Do.	8.5	1586-23	Do.	7.25
3223-92 (1)	Do.	8.10	1597-15	Do.	7.30
3232-90	Do.	8.20		Madampitiya.	
3233-89	Do.	8.25	1606-7C	3rd and 4th quarters, 1910	7.40 A.M.
3234-88	Do.	8.30		Alutmawatta.	
3235-87	Do.	8.35	3049-118B	3rd and 4th quarters, 1910	7.45 A.M.
3240-79	Do.	8.55	3050-117	Do.	7.50
3251-77 (2)	Do.	9.20	3051-117 (1)	Do.	7.55
3252-77 (3)	Do.	9.25	3052-238	Do.	8
3253-77 (4)	2nd to 4th quarter, 1910	9.30	3053-237	4th quarter, 1910	8.5
3254-77 (5)	3rd and 4th quarters, 1910	9.35	3055-235	2nd to 4th quarter, 1910	8.10
3257-61	Do.	9.45	3056-120	4th quarter, 1910	8.15
	Date of Sale: Monday, August 28, 1911.		3057-120 (1)	Do.	8.20
	Alutmawatta.		3059-233	Do.	8.25
3258-62	3rd and 4th quarters, 1910	7 A.M.	3060-122 (1)	3rd and 4th quarters, 1910	8.30
3260-58	Do.	7.5	3063-122	1st and 2nd quarters, 1910	8.35
	St. James' street.		3064-232	3rd and 4th quarters, 1910	8.40
3266-14	3rd and 4th quarters, 1910	7.15 A.M.			
3269-12	Do.	7.20			



Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
3068A-127A	3rd and 4th quarters, 1910	8.55 A.M.		Layard's Broadway.	
3069-131	Do.	9	342-1-7	1st quarter, 1909, to 4th quarter, 1910	7.45 A.M.
3070-130	Do.	9.5		M. Cemetery.	
3071-130A	Do.	9.10	1535-65A	1st quarter, 1909, to 4th quarter, 1910	7.50 A.M.
3073-129	4th quarter, 1910	9.20	1536-66A	Do.	7.55
3073A	3rd and 4th quarters, 1910	9.25		Ferguson's road.	
3075-132 (1)	4th quarter, 1910	9.30	948-32	1st to 4th quarter, 1909	8 A.M.
3076-132	3rd and 4th quarters, 1910	9.35		Layard's Broadway.	
3077-132 (2)	Do.	9.40			

Date of Sale : Thursday, August 31, 1911.

Alutmawata.		
3078-133	3rd and 4th quarters, 1910	7 A.M.
3080-135	4th quarter, 1910	7.5
3087-228	Do.	7.20
3088-228 (1)	Do.	7.25
3089-227	3rd and 4th quarters, 1910	7.30
Vine street.		
3097-143 (1)	3rd and 4th quarters, 1910	7.40 A.M.
3098-143 (2)	Do.	7.45
3099-143 (2)	Do.	7.50
3104-145	Do.	8.10
3105-223	Do.	8.15
Alutmawata.		
3108-219	3rd and 4th quarters, 1910	8.25 A.M.
3113-214	3rd to 4th quarter, 1910	8.35
3114-213	3rd and 4th quarters, 1910	8.40
3115-212	Do.	8.45
3119-111 (4)	Do.	8.55
3120-210	Do.	9
3062-125	4th quarter, 1910	9.5
3116-111A	3rd and 4th quarters, 1910	9.10
3058-162	Do.	9.15

Madampitiya.		
1447-94	4th quarter, 1910	9.20 A.M.
1454-105	3rd and 4th quarters, 1910	9.25
1457-107	4th quarter, 1910	9.28

Daniel's road.		
1430-204	3rd and 4th quarters, 1910	9.30 A.M.

Alutmawata.		
3061-122 (1)	3rd and 4th quarters, 1910	9.35 A.M.
3117-111 (2)	Do.	9.40

Date of Sale : Friday, September 1, 1911.

Nagalagam street.		
873-197	4th quarter, 1910	7 A.M.

Madampitiya.		
1451-102	4th quarter, 1910	7.5 A.M.
1492-244	3rd and 4th quarters, 1910	7.10

Daniel's road.		
1381-180c	3rd and 4th quarters, 1910	7.30 A.M.
1382-179	Do.	7.35
1384-177	4th quarter, 1910	7.45

Vine street.		
1386-175	3rd and 4th quarters, 1910	7.50 A.M.

Daniel's road.		
1391-174A	3rd and 4th quarters, 1910	8.5 A.M.
1392-172	Do.	8.10
1403-164	4th quarter, 1910	8.30
1405-194	3rd and 4th quarters, 1910	8.35
1406-195	Do.	8.40
1408-195B	Do.	8.50
1410-198	Do.	9
1412-198B	Do.	9.5
1413-199	Do.	9.10
1416-200	Do.	9.15
1434-205	Do.	9.25

Madampitiya.		
1437-87	4th quarter, 1910	9.35 A.M.
1443-91	3rd and 4th quarters, 1910	9.40

Date of Sale : Saturday, September 2, 1911.

Madampitiya.		
1444-92	3rd and 4th quarters, 1910	7 A.M.
1445-91A	Do.	7.5
1446-91B	Do.	7.10
1448-95 & 96	Do.	7.15
1453-104	Do.	7.25
1458-109	4th quarter, 1910	7.40

Premises No.	Quarter and Year.	Time of Sale.
	Layard's Broadway.	
402-403-92 (1) & 92 (2)	4th quarter, 1909, to 4th quarter, 1910	8.5 A.M.
404-92	1st to 4th quarter, 1910	8.10
Urugodawatta.		
683-38B	1st to 4th quarter, 1910	8.15 A.M.
704-48	3rd and 4th quarters, 1910	8.20
Layard's Broadway.		
374-62	3rd and 4th quarters, 1910	8.25 A.M.
M. Cemetery.		
1512-78	3rd and 4th quarters, 1910	8.30 A.M.
1514-78B	Do.	8.35
1517-76B	Do.	8.50
1519-76A	Do.	8.55
Madampitiya.		
1498-86	4th quarter, 1910	9.15 A.M.
M. Cemetery.		
1499-86A	4th quarter, 1910	9.20 A.M.
1500-84	3rd and 4th quarters, 1910	9.25
1501-83	Do.	9.30
1502-83A	Do.	9.35

Date of Sale : Monday, September 4, 1911.

Madampitiya.		
1450-101	4th quarter, 1910	7 A.M.

K. Cemetery.		
1996-56A	3rd and 4th quarters, 1910	7.5 A.M.
1997-57	4th quarter, 1910	7.10
1998-60	Do.	7.15
1999-60B	3rd and 4th quarters, 1910	7.20
2000-60A	Do.	7.25
2002-60D	Do.	7.30
2003-60E	Do.	7.35
2004-61	4th quarter, 1910	7.40
2005-62	3rd and 4th quarters, 1910	7.45
2008-65	Do.	7.55
2010-66	Do.	8
2011-67	Do.	8.5
2125-30	Do.	8.10
2130-34	4th quarter, 1910	8.15
2139-40	3rd and 4th quarters, 1910	8.30
2141-41A	Do.	8.35
2142-42	Do.	8.40
2144-44	Do.	8.45
2145-1A	Do.	8.50
2146-1B	Do.	8.55
2147-1 & 4	Do.	9
2148-1B & 4B	Do.	9.5
2149-4A	Do.	9.10
2157-13 & 15	4th quarter, 1910	9.15
2158-15A	Do.	9.20
2159-15B	Do.	9.25
2174-73A	3rd and 4th quarters, 1910	9.30
2175-74A	4th quarter, 1910	9.35
2176-74D	Do.	9.40
2177-80	Do.	9.45

Date of Sale : Tuesday, September 5, 1911.

K. Cemetery.		
2186-81B	3rd and 4th quarters, 1910	7.5 A.M.
2194-85A	Do.	7.10
2197-84	Do.	7.15
2202-86B	4th quarter, 1910	7.20
2206-89	3rd and 4th quarters, 1910	7.25
2217-78	4th quarter, 1910	7.30
2218	1st quarter, 1909, to 4th quarter, 1910	7.35
2243-19A	4th quarter, 1910	7.40

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
2244-19A	.. 4th quarter, 1910	.. 7.45 A.M.	Santhiago street.		
2245-19c	.. Do.	.. 7.50 "	2419-22 (3)	.. 3rd and 4th quarters, 1910	.. 8.15 A.M.
2246-19	.. Do.	.. 7.55 "	2441-65	.. Do.	.. 8.40 "
2247-19c	.. Do.	.. 8 "	2442-65 (B)	.. Do.	.. 8.45 "
2248-19B	.. Do.	.. 8.5 "	2443-65A	.. Do.	.. 8.50 "
2253-19c	.. Do.	.. 8.10 "	2447-62 (2)	.. Do.	.. 9.10 "
2266-99	.. Do.	.. 8.15 "	2448-63	.. Do.	.. 9.15 "
2294-20D	.. Do.	.. 8.25 "	2449-61	.. 4th quarter, 1910	.. 9.20 "
2301-21B	.. 3rd and 4th quarters, 1910	.. 8.30 "	2450-61 (1)	.. Do.	.. 9.25 "
2304-21	.. Do.	.. 8.35 "	2454-64 (5)	.. 3rd and 4th quarters, 1910	.. 9.30 "
			2456-9	.. 4th quarter, 1910	.. 9.35 "
			2457-58	.. Do.	.. 9.40 "
			2458-60	.. Do.	.. 9.45 "
			Date of Sale: Friday, September 8, 1911.		
			Santhiago street.		
2314-48	.. 4th quarter, 1910	.. 8.40 A.M.	2459-60 (1)	.. 4th quarter, 1910	.. 7 A.M.
2318-49	.. Do.	.. 8.45 "	2462-58 (2)	.. Do.	.. 7.5 "
2330 & 2331-93	.. Do.	.. 8.50 "	2464-55	.. Do.	.. 7.10 "
& 93A	.. Do.	.. 8.53 "	2463-58 (3)	.. Do.	.. 7.20 "
2336-94 (3)	.. Do.	.. 8.53 "	College street.		
			2465-26	.. 3rd and 4th quarters, 1910	.. 7.25 A.M.
			Santhiago street.		
1244-39	.. 3rd quarter, 1909, to 2nd quarter, 1910	.. 9 A.M.	2559-68 (5)	.. 3rd to 4th quarter, 1910	.. 8 A.M.
			2561-68 (7)	.. Do.	.. 8.10 "
			2562-68 (8)	.. Do.	.. 8.15 "
1336-41A	.. 3rd quarter, 1909, to 2nd quarter, 1910	.. 9.10 A.M.	Ferguson's road.		
976-5	.. 4th quarter, 1909, to 2nd quarter, 1910	.. 9.15 "	1360-52B	.. 1st to 4th quarter, 1910	.. 8.40 A.M.
			Madampitiya.		
1144-36	.. 1st to 4th quarter, 1910	.. 9.30 A.M.	1364-208A	.. 1st to 4th quarter, 1910	.. 8.45 A.M.
			1497-4	.. 1st quarter, 1909, to 4th quarter, 1910	.. 8.50 "
1185-1	.. 1st to 4th quarter, 1910	.. 9.40 A.M.	College street.		
1186-1A	.. Do.	.. 9.45 "	2474-29	.. 3rd and 4th quarters, 1910	.. 8.55 A.M.
			2478-31	.. Do.	.. 9 "
			2479-31A	.. Do.	.. 9.5 "
			2499-8	.. Do.	.. 9.10 "
			2510-22	.. 1st to 4th quarter, 1910	.. 9.15 "
			2513A-19	.. 3rd and 4th quarters, 1910	.. 9.20 "
			2520-21 (3)	.. Do.	.. 9.25 "
			2526-18	.. Do.	.. 9.30 "
			Santhiago street.		
			2546-64	.. 3rd and 4th quarters, 1910	.. 9.35 A.M.
			2550-64	.. Do.	.. 9.40 "
			2552-69	.. Do.	.. 9.45 "
			Date of Sale: Saturday, September 9, 1911.		
			Santhiago street.		
1268-58B	.. 3rd to 4th quarter, 1910	.. 7 A.M.	2554-B	.. 3rd and 4th quarters, 1910	.. 7 A.M.
			2555-68 (1)	.. Do.	.. 7.5 "
1092-11	.. 2nd to 4th quarter, 1910	.. 7.20 A.M.	2563-68 (9)	.. Do.	.. 7.15 "
			2565-89 (1)	.. Do.	.. 7.20 "
1201-108	.. 2nd to 4th quarter, 1910	.. 7.30 A.M.	Pickering's road.		
1211-9	.. 3rd and 4th quarters, 1910	.. 7.35 "	2652-44	.. 3rd and 4th quarters, 1910	.. 7.25 A.M.
			College street.		
			2517-17	.. 4th quarter, 1910	.. 7.35 A.M.
1243-38B	.. 2nd to 4th quarter, 1910	.. 7.45 A.M.	2524-17 (1)	.. Do.	.. 7.40 "
			Kotahena.		
1324-52B	.. 4th quarter, 1910	.. 8.5 A.M.	2708-139 (1)	.. 3rd and 4th quarters, 1910	.. 7.45 A.M.
1339-43	.. Do.	.. 8.10 "	2376-122	.. 4th quarter, 1910	.. 7.50 "
			Ferguson's road.		
2707-7 (1)	.. 1st quarter, 1909, to 4th quarter, 1910	.. 8.20 A.M.	1324-1340, 1341, & 1342	.. 4th quarter, 1910	.. 8 A.M.
			Santhiago road.		
2167-4	.. 4th quarter, 1909, to 4th quarter, 1910	.. 8.30 A.M.	2452-61 (3)	.. 3rd and 4th quarters, 1910	.. 8.10 A.M.
2212-77A & 77c	.. 2nd quarter, 1910	.. 8.35 "	College street.		
2213-77	.. 1st and 2nd quarters, 1910	.. 8.40 "	2504-1	.. 3rd and 4th quarters, 1910	.. 8.15 A.M.
2216-77 (3)	.. Do.	.. 8.45 "	Wall street.		
			2029-79	.. 4th quarter, 1910	.. 8.20 A.M.
2348-114B	.. 3rd and 4th quarters, 1910	.. 8.55 A.M.	Santhiago street.		
2361-103	.. Do.	.. 9.5 "	2585-78	.. 3rd and 4th quarters, 1910	.. 8.25 A.M.
2362-104	.. Do.	.. 9.10 "	2588-82	.. Do.	.. 8.30 "
			Wall street.		
2417-21	.. 3rd to 4th quarter, 1910	.. 9.25 A.M.	1849-3	.. 4th quarter, 1910	.. 8.35 A.M.
			1864-5	.. Do.	.. 8.40 "
			1865-5A	.. Do.	.. 8.45 "
			1866-5B	.. Do.	.. 8.50 "
			Date of Sale: Thursday, September 7, 1911.		
772	.. 2nd to 4th quarter, 1910	.. 7.10 A.M.	Nagalagam street.		
			K. Cemetery.		
2263-103 (2)	.. 4th quarter, 1909, to 4th quarter, 1910	.. 7.20 A.M.			
2262-103 (1)	.. 1st to 4th quarter, 1910	.. 7.25 "			
			Pickering's road.		
2384-4 (1-6)	.. 4th quarter, 1910	.. 7.30 A.M.			
2385-4 (7)	.. 3rd and 4th quarters, 1910	.. 7.35 "			
2393-5	.. 4th quarter, 1910	.. 7.40 "			
2395-7	.. Do.	.. 7.50 "			
2397-8 (8)	.. Do.	.. 7.55 "			
2403-13	.. Do.	.. 8 "			
2418-22 (2)	.. 3rd and 4th quarters, 1910	.. 8.10 "			

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
1867-5C	4th quarter, 1910.	8.55 A.M.	148-13C	3rd and 4th quarters, 1910	7.25 A.M.
1868-5D	Do.	9	150-13C	Do.	7.30
1989-68	Do.	9.5	151-13B	Do.	7.35
	K. Cemetery.		152-13	1st to 4th quarter, 1910	7.40
2001-60C	3rd and 4th quarters, 1910	9.10 A.M.	153-13A & 10	3rd to 4th quarter, 1910	7.45
	Wall street.		154-13A	Do.	7.50
2024-75	3rd and 4th quarters, 1910	9.15 A.M.	155-13A	Do.	7.55
2026-77A	4th quarter, 1910	9.20	156-13A	Do.	8
2028-78	Do.	9.25	157-13A	Do.	8.5
	St. Lucia's street.		189-8A	Do.	8.40
1805-12	3rd and 4th quarters, 1910	9.30 A.M.		1st Division, Maradana.	
	Wall street.		190-99	3rd and 4th quarters, 1910	8.45 A.M.
1891-30	3rd and 4th quarters, 1910	9.40 A.M.	194-107	Do.	8.50
1892-31	Do.	9.45	195-106	4th quarter, 1910	8.55
			196-105	3rd and 4th quarters, 1910	9
			202-99	Do.	9.10
			206-96	Do.	9.15
			207-96B	Do.	9.20
			208-96A	Do.	9.25
			209-96C	Do.	9.30
			212-95	Do.	9.35
				Date of Sale : Thursday, September 14, 1911.	
				1st Division, Maradana.	
				239-80A	3rd and 4th quarters, 1910
				242-78	4th quarter, 1910
				243-76	3rd and 4th quarters, 1910
				244 & 248-75	Do.
				249-74	Do.
					Mosque lane.
				13	4th quarter, 1910
				19	3rd and 4th quarters, 1910
				20	Do.
					Bambalapitiya.
				1	3rd and 4th quarters, 1910
				2	4th quarter, 1910
				2A	Do.
				7A	Do.
				10	Do.
				10A	Do.
				10B	Do.
				11 & 11A	Do.
				16	2nd to 4th quarter, 1910
				17	3rd and 4th quarters, 1910
				20	4th quarter, 1910
				20B	3rd and 4th quarters, 1910
					Date of Sale : Friday, September 15, 1911.
					Bambalapitiya.
				21	3rd and 4th quarters, 1910
				21A	Do.
				27A	4th quarter, 1910
				27B	3rd and 4th quarters, 1910
				27C	Do.
					Cotta road.
				3 & 3A	3rd to 4th quarter, 1910
					Wellawatta.
				36	3rd and 4th quarters, 1910
				39A-39A/3	Do.
				40	Do.
				40/2	Do.
				41E	Do.
				41L	Do.
				48F	4th quarter, 1910
				48G	Do.
				133	3rd and 4th quarters, 1910
				135	4th quarter, 1910
				135A	3rd and 4th quarters, 1910
				135B	Do.
				137B	Do.
				137C	Do.
				141E	Do.
				142	4th quarter, 1910
					Date of Sale : Saturday, September 16, 1911.
					Wellawatta.
				143A & 144B	3rd and 4th quarters, 1910
				144A	Do.
				144	Do.

Date of Sale : Monday, September 11, 1911.

1893-32	3rd and 4th quarters, 1910	7 A.M.
1894-26	Do.	7.5
1895-27	Do.	7.10
1896-27A	Do.	7.15
1897-27B	Do.	7.20
1898-27C	Do.	7.25
1899-27D	Do.	7.30
1900-27E	Do.	7.35
1901-29	Do.	7.40
1902-29A	Do.	7.45
1903-29B	Do.	7.50
1904-33	Do.	7.55
1905-34	Do.	8
1906-35	Do.	8.5
1956-50	Do.	8.10
1957-51	4th quarter, 1910	8.15
1958-52	Do.	8.20
1959-53	Do.	8.25
1960-53A	Do.	8.30
1963-53D	Do.	8.35
1964-53E	Do.	8.40
1966-57A	Do.	8.45
2035-84	3rd and 4th quarters, 1910	8.55 A.M.
2036-85	Do.	9

Date of Sale : Tuesday, September 12, 1911.

	1st Division, Maradana.	
4-6	3rd and 4th quarters, 1910	7 A.M.
10-123	1st to 4th quarter, 1910	7.10
13-120	3rd and 4th quarters, 1910	7.15
14-119	Do.	7.20
15-118	Do.	7.25
16-117 & 117A	Do.	7.30
17-116	Do.	7.35
	Skinner's Road South.	
27-4	3rd and 4th quarters, 1910	7.45 A.M.
29-6	Do.	7.50
	Lockgate lane.	
31-13	3rd and 4th quarters, 1910	8 A.M.
32-14	Do.	8.5
45-4 & 5	4th quarter, 1910	8.15
46-4 & 5	Do.	8.20
47-4 & 5	3rd and 4th quarters, 1910	8.25
48-3	1st to 4th quarter, 1910	8.30
49-3	Do.	8.35
55-8	3rd and 4th quarters, 1910	8.40
63-65	4th quarter, 1910	8.45
	Skinner's Road South.	
95-30	3rd and 4th quarters, 1910	9 A.M.
100-28	Do.	9.5
101-28	Do.	9.10
102-27	Do.	9.15
104-25	Do.	9.25
120-21	Do.	9.35
125-19	4th quarter, 1910	9.40

Date of Sale : Wednesday, September 13, 1911.

	Skinner's Road South.	
128-17	3rd and 4th quarters, 1910	7 A.M.
129-16	Do.	7.5
134-15B	Do.	7.10

Date of Sale : Saturday, September 16, 1911.

	Wellawatta.	
143A & 144B	3rd and 4th quarters, 1910	7 A.M.
144A	Do.	7.5
144	Do.	7.10

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
	Turret road.				
1	3rd and 4th quarters, 1910	7.30 A.M.	18A	3rd and 4th quarters, 1910	7.25 A.M.
	Polwatta road.		20 & 20A	4th quarter, 1910	7.35 ..
4	3rd and 4th quarters, 1910	7.45 A.M.		Alexandra place.	
	Nelson lane.		2 & 3	1st to 4th quarter, 1910	7.45 A.M.
1	4th quarter, 1910	7.55 A.M.	8 & 9	4th quarter, 1910	7.50 ..
4	3rd and 4th quarters, 1910	8.5 ..		Koilupitiya road.	
6	4th quarter, 1910	8.10 ..	49	1st and 2nd quarters, 1910	8.20 A.M.
7A	3rd and 4th quarters, 1910	8.15 ..	50 & 51	2nd quarter, 1910	8.25 ..
8	Do.	8.20 ..	52	Do.	8.30 ..
12	4th quarter, 1910	8.30 ..	152	1st and 2nd quarters, 1910	8.35 ..
	Carmel road.		171 & 171A	Do.	8.40 ..
3	3rd and 4th quarters, 1910	8.45 A.M.	178A	2nd quarter, 1910	8.45 ..
7	4th quarter, 1910	8.50 ..	195A	1st and 2nd quarters, 1910	9.5 ..
9	3rd and 4th quarters, 1910	8.55 ..	196	Do.	9.10 ..
11	Do.	9.5 ..		Turret road.	
13	Do.	9.15 ..	15	2nd quarter, 1910	9.45 A.M.
14	Do.	9.20 ..		Date of Sale: Thursday, September 21, 1911.	
	Albert road.			Muhandiram's road.	
3	3rd and 4th quarters, 1910	9.35 A.M.	29	1st and 2nd quarters, 1910	7 A.M.
5	4th quarter, 1910	9.40 ..		Bambalapitiya.	
	Date of Sale: Monday, September 18, 1911.		22	1st and 2nd quarters, 1910	7.10 A.M.
	Albert road.			Kanatta road.	
6	3rd and 4th quarters, 1910	7 A.M.	3	1st and 2nd quarters, 1910	7.30 A.M.
8	Do.	7.5 ..		Gregory's radient.	
11	4th quarter, 1910	7.15 ..	5A	1st and 2nd quarters, 1910	8 A.M.
12	3rd and 4th quarters, 1910	7.20 ..		Austin place.	
16	Do.	7.30 ..	1	2nd quarter, 1910	8.10 A.M.
	St. Michael's road.		2	Do.	8.15 ..
7	4th quarter, 1910	7.45 A.M.	3	Do.	8.20 ..
8	3rd and 4th quarters, 1910	7.50 ..		Layard's road.	
11	Do.	8 ..	4 & 5	1st and 2nd quarters, 1910	8.30 A.M.
12	Do.	8.5 ..		Havelock road.	
	Muhandiram's road.		3	1st and 2nd quarters, 1910	8.40 A.M.
12	3rd and 4th quarters, 1910	8.20 A.M.		Havelock park road.	
17	Do.	8.30 ..	6	2nd quarter, 1910	8.50 A.M.
18	Do.	8.35 ..		Kollupitiya road.	
19	Do.	8.40 ..	77	3rd and 4th quarters, 1910	9.10 A.M.
27/27A	4th quarter, 1910	8.45 ..	81	Do.	9.15 ..
31	3rd and 4th quarters, 1910	8.50 ..	84B	4th quarter, 1910	9.20 ..
32	Do.	8.55 ..	112	Do.	9.40 ..
43	Do.	9.10 ..	117, 115A, 115B,		
48	Do.	9.15 ..	& 115C	3rd and 4th quarters, 1910	9.45 ..
51	Do.	9.20 ..		Date of Sale: Friday, September 22, 1911.	
54, 54A, & 54B	4th quarter, 1910	9.25 ..		Kollupitiya road.	
56	3rd and 4th quarters, 1910	9.30 ..	116	4th quarter, 1910	7 A.M.
	Date of Sale: Tuesday, September 19, 1911.		151	3rd and 4th quarters, 1910	7.10 ..
	Muhandiram's road.		184	Do.	7.20 ..
63	3rd and 4th quarters, 1910	7 A.M.	184A/1	Do.	7.25 ..
64	Do.	7.5 ..	184A & 184B	Do.	7.30 ..
	Mosque lane.		193A	Do.	7.35 ..
1	3rd and 4th quarters, 1910	7.20 A.M.	197	Do.	7.40 ..
4	Do.	7.25 ..	197	Do.	7.45 ..
5	4th quarter, 1910	7.30 ..	197C	Do.	7.50 ..
	Cotta road.		237B	Do.	7.55 ..
3 & 3A	3rd to 4th quarter, 1910	7.50 A.M.	250, 250A, & 250D	Do.	8 ..
	Ward place.			Wellawatta.	
38	4th quarter, 1910	8.10 A.M.	32	4th quarter, 1910	8.15 A.M.
39	Do.	8.15 ..		Kollupitiya road.	
48	3rd and 4th quarters, 1910	8.20 ..	40B-40E	4th quarter, 1910	8.30 A.M.
	Rosmead place.			Kew street.	
27B	3rd and 4th quarters, 1910	8.50 A.M.	20	3rd and 4th quarters, 1910	8.50 A.M.
	Horton place.		23	3rd quarter, 1909, to 4th quarter, 1910	8.55 ..
16	4th quarter, 1910	9 A.M.		Java lane.	
	Flower road.		22	3rd and 4th quarters, 1910	9 A.M.
1	4th quarter, 1910	9.10 A.M.		Churchyard lane.	
	Kollupitiya lane.		23	3rd and 4th quarters, 1910	9.10 A.M.
3rd	3 and 4th quarters, 1910	9.20 A.M.	24	Do.	9.15 ..
3A	Do.	9.25 ..		Ferry lane.	
3B	Do.	9.30 ..	3	3rd and 4th quarters, 1910	9.25 A.M.
6 & 6A	1st to 4th quarter, 1910	9.35 ..	8	Do.	9.30 ..
	Date of Sale: Wednesday, September 20, 1911.			Kew street.	
	Kollupitiya lane.		19	3rd and 4th quarters, 1910	9.40 A.M.
7 & 7B	4th quarter, 1910	7 A.M.			
11B	Do.	7.5 ..			
14A	Do.	7.15 ..			

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
	Churchyard lane.			Chekku street.	
21	.. 3rd and 4th quarters, 1910	.. 9.45 A.M.	417-5	.. 1st to 4th quarter, 1910	.. 5.5 P.M.
	Goulding lane.			New Moor street.	
1	.. 3rd and 4th quarters, 1910	.. 9.50 A.M.	1344-20	.. 3rd and 4th quarters, 1910	.. 5.10 P.M.
	Vauxhall street.		1343-21	.. Do.	.. 5.15 "
110	.. 3rd and 4th quarters, 1910	.. 9.55 A.M.	1342-22	.. Do.	.. 5.20 "
	Alston place.		1338-26	.. Do.	.. 5.35 "
5	.. 3rd and 4th quarters, 1910	.. 10 A.M.	1330-33	.. Do.	.. 5.40 "
Date of Sale : Saturday, September 23, 1911.			Date of Sale : Tuesday, August 15, 1911.		
	Hulftsdorp street.			New Moor street.	
406-109	.. 3rd and 4th quarters, 1910	.. 7.15 A.M.	1329-34	.. 3rd and 4th quarters, 1910	.. 4 P.M.
407-108	.. Do.	.. 7.20 "	1328-35	.. Do.	.. 4.5 "
49-128	.. Do.	.. 7.25 "	1326-37	.. Do.	.. 4.15 "
64-118	.. 4th quarter, 1910	.. 7.30 "	1324-39	.. Do.	.. 4.20 "
61, 62, & 65-117	3rd and 4th quarters, 1910	.. 7.35 "	1318-45	.. Do.	.. 4.25 "
	Wilson street.		1317-46	.. Do.	.. 4.30 "
137-5	.. 3rd and 4th quarters, 1910	.. 7.40 A.M.	1284-53	.. Do.	.. 4.40 "
	Vincent street.		1283-54	.. 4th quarter, 1910	.. 4.45 "
353 & 355-4A	.. 4th quarter, 1910	.. 7.45 A.M.	1282-55	.. 3rd and 4th quarters, 1910	.. 4.50 "
	Ferry street.		1281-56	.. Do.	.. 4.55 "
397-106	.. 3rd and 4th quarters, 1910	.. 7.50 A.M.	1280-57	.. Do.	.. 5 "
	Hulftsdorp street.		1279-58	.. 4th quarter, 1910	.. 5.5 "
589-93	.. 1st to 4th quarter, 1910	.. 7.55 A.M.	1277-60	.. 3rd and 4th quarters, 1910	.. 5.10 "
	Messenger street.		1276-61	.. Do.	.. 5.15 "
669-71	.. 1st to 4th quarter, 1910	.. 8.5 A.M.	1275-61A	.. Do.	.. 5.20 "
687-55	.. 3rd and 4th quarters, 1910	.. 8.10 "	1273-64	.. Do.	.. 5.30 "
725-18	.. Do.	.. 8.15 "	1271-66	.. Do.	.. 5.35 "
704-39	.. Do.	.. 8.20 "	1268-69	.. Do.	.. 5.40 "
Date of Sale : Wednesday, August 16, 1911.			Date of Sale : Wednesday, August 16, 1911.		
	Armour street.			New Chetty street.	
802-805-49/50	4th quarter, 1910	.. 8.35 A.M.	1031-33	.. 3rd and 4th quarters, 1910	.. 4 P.M.
	Layard's Broadway.		1030-33A	.. Do.	.. 4.5 "
836-130	.. 3rd and 4th quarters, 1910	.. 8.40 A.M.	1029-34	.. Do.	.. 4.10 "
837-129	.. Do.	.. 8.45 "	1118-40	.. Do.	.. 4.15 "
	Grandpass road.		1117-41	.. 4th quarter, 1910	.. 4.20 "
971 & 973-160 & 161	.. 3rd and 4th quarters, 1910	.. 8.55 A.M.	1114-44	.. 3rd and 4th quarters, 1910	.. 4.25 "
	Galkapanawatta.		1113-45	.. Do.	.. 4.30 "
1080-81	.. 3rd and 4th quarters, 1910	.. 9 A.M.	1109-49	.. Do.	.. 4.35 "
1113-50	.. 1st to 4th quarter, 1910	.. 9.5 "	1107-51	.. Do.	.. 4.40 "
	Ferry street.		1106-52	.. Do.	.. 4.45 "
236-4	.. 3rd and 4th quarters, 1910	.. 9.10 A.M.	1105-53	.. 4th quarter, 1910	.. 4.50 "
	Vincent street.		1101-57	.. Do.	.. 4.55 "
364 & 365-2	.. 1st quarter, 1909, to 2nd quarter, 1910	.. 9.15 A.M.	1065-3	.. Do.	.. 5 "
373-1	.. 3rd and 4th quarters, 1910	.. 9.20 "	1062-6	.. 3rd and 4th quarters, 1910	.. 5.10 "
	Hulftsdorp street.		1056-11	.. Do.	.. 5.20 "
610A-74	.. 3rd and 4th quarters, 1910	.. 9.3 A.M.	1053-13	.. Do.	.. 5.25 "
610-74A	.. Do.	.. 9.35 "	1036-28	.. Do.	.. 5.35 "
	Barber street.		1100-58	.. 4th quarter, 1910	.. 5.40 "
766-87	.. 3rd and 4th quarters, 1910	.. 9.40 A.M.	Date of Sale : Thursday, August 17, 1911.		
	Armour street.			New Chetty street.	
799-13A & 14	.. 3rd and 4th quarters, 1910	.. 9.45 A.M.	1098-60	.. 3rd and 4th quarters, 1910	.. 4.5 P.M.
808 & 810-44A & 44B	.. Do.	.. 9.50 "	1091-66	.. 4th quarter, 1910	.. 4.10 "
	Grandpass road.		1092-66	.. Do.	.. 4.15 "
918 & 919-12	.. 3rd and 4th quarters, 1910	.. 9.55 A.M.	1089-67	.. 3rd and 4th quarters, 1910	.. 4.20 "
	Galkapanawatta.		1088-67A	.. Do.	.. 4.25 "
1102-61	.. 3rd and 4th quarters, 1910	.. 10 A.M.	1087-67A	.. Do.	.. 4.30 "
Date of Sale : Monday, August 14, 1911.			Date of Sale : Thursday, August 17, 1911.		
	Kuruwe street.			New Chetty street.	
1265-6 & 7	.. 3rd and 4th quarters, 1910	.. 4 P.M.	1098-60	.. 3rd and 4th quarters, 1910	.. 4.5 P.M.
1262-10	.. Do.	.. 4.5 "	1091-66	.. 4th quarter, 1910	.. 4.10 "
1258-14	.. Do.	.. 4.10 "	1092-66	.. Do.	.. 4.15 "
1255-19	.. Do.	.. 4.15 "	1089-67	.. 3rd and 4th quarters, 1910	.. 4.20 "
	New Moor street.		1088-67A	.. Do.	.. 4.25 "
1366-3	.. 3rd and 4th quarters, 1910	.. 4.20 P.M.	1087-67A	.. Do.	.. 4.30 "
1365-4	.. Do.	.. 4.25 "	1086-68	.. Do.	.. 4.35 "
1364-4	.. Do.	.. 4.30 "	1080-74	.. Do.	.. 4.45 "
1363A-6 & 7	.. 4th quarter, 1910	.. 4.35 "	1079-75	.. 4th quarter, 1910	.. 4.50 "
1362-9	.. 3rd and 4th quarters, 1910	.. 4.40 "	1074-80	.. Do.	.. 4.55 "
1161-9	.. 4th quarter, 1910	.. 4.45 "	1073-81	.. 3rd and 4th quarters, 1910	.. 5 "
1349 & 1350-15	.. Do.	.. 4.50 "	Date of Sale : Friday, August 18, 1911.		
1346-18	.. Do.	.. 4.55 "		Green street.	
1345-19	.. Do.	.. 5 "	1170-3	.. 3rd and 4th quarters, 1910	.. 5.5 P.M.
			1145-18	.. Do.	.. 5.35 "
			1144-19	.. Do.	.. 5.40 "
			Date of Sale : Friday, August 18, 1911.		
				Green street.	
			1143-20	.. 3rd and 4th quarters, 1910	.. 4 P.M.
			1142-21	.. Do.	.. 4.5 "
			1141-22	.. Do.	.. 4.10 "
			1132-30	.. Do.	.. 4.15 "
			1131-30A	.. Do.	.. 4.20 "
				Van Royan street.	
			1159-11	.. 3rd and 4th quarters, 1910	.. 4.35 P.M.
				Barber street.	
			1176-24	.. 3rd and 4th quarters, 1910	.. 4.45 P.M.

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
Date of Sale : Monday, August 21, 1911.					
Andival street.					
509-1	.. 3rd and 4th quarters, 1910	.. 4.55 P.M.			
508-2	.. Do.	.. 5 ..			
506-4	.. Do.	.. 5. 5 ..			
Dam street.					
1389-2	.. 3rd and 4th quarters, 1910.	.. 5.10 P.M.			
1387-4 & 5	.. Do.	.. 5.15 ..			
Chekku street.					
427-107	.. 4th quarter, 1910	.. 5.25 P.M.			
426-108	.. Do.	.. 5.30 ..			
Wolfendahl.					
883-13	.. 4th quarters, 1910	.. 5.35 P.M.			
882-14	.. Do.	.. 5.40 ..			
Date of Sale : Saturday, August 19, 1911.					
Wolfendahl.					
881-15	.. 4th quarter, 1910	.. 4 P.M.			
880-16	.. Do.	.. 4. 5 ..			
879-17	.. Do.	.. 4.10 ..			
878-18	.. Do.	.. 4.15 ..			
833-37	.. 1st to 4th quarter, 1910	.. 4.20 ..			
832-38	.. 4th quarter, 1910	.. 4.25 ..			
823-44	.. Do.	.. 4.30 ..			
804-52	.. Do.	.. 4.35 ..			
800-55	.. Do.	.. 4.40 ..			
799-56 & 57	.. 3rd and 4th quarters, 1910	.. 4.45 ..			
798A-57A	.. 4th quarter, 1910	.. 4.50 ..			
Hill street.					
798-1	.. 4th quarter, 1910	.. 4.55 P.M.			
796-1	.. Do.	.. 5 ..			
Wolfendahl street.					
969-61	.. 3rd and 4th quarters, 1910	.. 5. 5 P.M.			
958-69	.. Do.	.. 5.10 ..			
892-103	.. 4th quarter, 1910	.. 5.15 ..			
891-104	.. Do.	.. 5.20 ..			
890-105	.. Do.	.. 5.25 ..			
Kochchikade street.					
722-41 & 42	.. 3rd and 4th quarters, 1910	.. 5.35 P.M.			
644-83 & 84	.. Do.	.. 5.40 ..			
642-85	.. Do.	.. 5.45 ..			
Date of Sale : Monday, August 21, 1911.					
Kochchikade.					
643-85	.. 3rd and 4th quarters, 1910	.. 4 P.M.			
Brassfounder street.					
493-3	.. 3rd and 4th quarters, 1910	.. 4.10 P.M.			
Andival street.					
498-12	.. 3rd and 4th quarters, 1910	.. 4.15 P.M.			
499-12	.. Do.	.. 4.20 ..			
New Chetty street.					
1066-2	.. 4th quarter, 1910	.. 4.25 P.M.			
1071-83	.. Do.	.. 4.30 ..			
1191-9	.. Do.	.. 4.35 ..			
Date of Sale : Monday, August 21, 1911.					
Sea street.					
204-102	.. 3rd and 4th quarters, 1910	.. 5. 5 P.M.			
Van Royan street.					
1154-3	.. 4th quarter, 1910	.. 5.15 P.M.			
Kochchikade.					
723-40A	.. 3rd and 4th quarters, 1910	.. 5.20 P.M.			
Chekku street.					
430-103	.. 3rd and 4th quarters, 1910	.. 5.25 P.M.			
Hill street.					
780-11	.. 3rd and 4th quarters, 1910	.. 5.30 P.M.			
779-12	.. Do.	.. 5.35 ..			
778-13 & 23	.. Do.	.. 5.40 ..			
Chekku street.					
455-79	.. 3rd and 4th quarters, 1910	.. 5.45 P.M.			
Date of Sale : Tuesday, August 22, 1911.					
Andival street.					
507-3	.. 3rd and 4th quarters, 1910	.. 4 P.M.			
Brassfounder street.					
523-43	.. 3rd and 4th quarters, 1910	.. 4. 5 P.M.			
Gintupitiya.					
574-41	.. 2nd to 4th quarter, 1910	.. 4.10 P.M.			
613-18 & 19	.. 3rd and 4th quarters, 1910	.. 4.15 ..			
620-7 & 8	.. Do.	.. 4.20 ..			
621-6	.. Do.	.. 4.25 ..			
622-5	.. Do.	.. 4.30 ..			
New Chetty street.					
1081-73	.. 3rd and 4th quarters, 1910	.. 4.40 P.M.			
New Moor street.					
1367-2	.. 3rd and 4th quarters, 1910	.. 4.45 P.M.			
First Gabo's lane.					
84-10	.. 3rd and 4th quarters, 1910	.. 4.55 P.M.			
85-9	.. Do.	.. 5 ..			
First Mosque lane.					
1202-49	.. 1st to 4th quarter, 1910	.. 5.25 P.M.			
1226-26	.. Do.	.. 5.30 ..			
1229-23	.. Do.	.. 5.35 ..			
1232-21A	.. 3rd and 4th quarters, 1910	.. 5.40 ..			
Date of Sale : Wednesday, August 23, 1911.					
First Mosque lane.					
1233-21A	.. 3rd and 4th quarters, 1910	.. 4 P.M.			
China street.					
746-21	.. 3rd and 4th quarters, 1910	.. 4.20 P.M.			
Hospital street.					
124-3	.. 4th quarter, 1910	.. 4.30 P.M.			
141-26	.. 3rd and 4th quarters, 1910	.. 4.35 ..			

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

Premises.	No.	Original Date of Sale.	Date Postponed to.
Kow street	24B	May 27, 1911	July 24, 1911
Do.	24c/1	do.	do.
Church street	17	May 22, 1911	do.
Do.	18	do.	do.
Do.	28	do.	do.
Do.	29	do.	do.
Do.	30	do.	do.
Do.	78	do.	do.
Malay street	15	May 23, 1911	do.
Do.	16	do.	do.
Do.	27	May 22, 1911	do.
Do.	28	do.	do.
Do.	52/52A	do.	do.
Do.	66	do.	do.
Church street	27	do.	do.
Do.	50/51	do.	do.
Do.	74	do.	do.
Do.	77	do.	do.
Do.	81	do.	do.

Premises.	No.	Original Date of Sale	Date Postponed to.
Stewart street	12/15	May 22, 1911	July 24, 1911
Leechman's lane	2	do.	do.
Do.	8	do.	do.
Do.	9	do.	do.
Glennie street	2	do.	do.
Do.	3	do.	do.
Do.	16	do.	do.
Do.	17	do.	do.
Java lane	7	do.	do.
Ferry street	283 to 288-43	June 20, 1911	July 25, 1911
St. Joseph's street	160/161A/161B	June 9, 1911	do.
First Gabo's lane	14 & 15	June 17, 1911	do.
Armour street	32	May 2, 1911	do.
Kotahena street	2681	June 14, 1911	July 26, 1911
Do.	2682	do.	do.
Do.	2683	do.	do.
Do.	2684	do.	do.
Do.	2685	do.	do.
Do.	2686	do.	do.
Do.	2687	do.	do.
Muhandiram's lane	227, 5B, 5, 5A	June 29, 1911	do.
Main street	4	June 15, 1911	do.

The Municipal Office,  
Colombo, July 19, 1911.

C. M. YOUNG,  
Financial Assistant to the Chairman,  
Municipal Council, Colombo.

#### MUNICIPALITY OF KANDY.

Minutes of Proceedings of a Meeting of the Municipal Council held in the Town Hall, Kandy, on May 20, 1911, at 8.30 a.m., in accordance with Notice dated May 16, 1911.

*Present* :—The Hon. Mr. L. W. Booth, Chairman; Mr. W. D. Gibbon; Dr. G. P. Schokman; Mr. E. L. Wijegoone-wardene; Mr. S. A. Owen; Mr. R. W. Jonklaas; Mr. V. M. Saravanamuttu.

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

2. The following documents were submitted :—

- Statements of Receipts and Expenditure from close of 1910 to April 30, 1911, on account of the Municipal Fund, comprising the (No. 1) General Revenue and Consolidated Rate (Police and Lighting) and (No. 2) Water Rate Accounts.
- Progress Report of Works brought up to the same date.
- Health Officer's Report for April.
- Statement of Cases instituted by the several Inspectors and of Work done by the Municipal Magistrate during the month of April.
- The Reservoir Readings for April.

Resolved—That the several statements, together with the Minutes of Proceedings of this Meeting, as required by section 83 of the Municipal Councils Ordinance, No. 6 of 1910, and the Health Officer's Report, be forwarded to the Colonial Secretary for publication in the *Government Gazette*.

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

4. Correspondence :—

(i.) Letter No. 8 of May 5, 1911, from the Hon. the Colonial Secretary, intimating that there is no objection to the proposal that the Municipal Council, Kandy, should present an address enclosed in a silver casket to their Majesties the King and Queen on the occasion of the Coronation.—Read.

(ii.) Letter No. 70 of May 11, 1911, from the Hon. the Treasurer, re interest on contributions on account of sinking funds.

Resolved—That the attention of the Hon. the Treasurer be invited to paragraph 3 (d) of Colonial Secretary's Circular No. 64 of May 16, 1905, which provides that an account be kept of investments made for each local authority until its loan is extinguished.

(iii.) Letter of May 1, 1911, from the Manager, Colombo Commercial Co., inquiring whether the Council would have any objection to the new main entrance to the Queen's Hotel being in Trincomalee street.

Resolved—That permission for the new main entrance being in Trincomalee street be granted. Plan of the new buildings and of the land on which they are to be erected to be submitted by the Company for approval.

(iv.) Letter of May 3, 1911, from Messrs. Miller & Co., forwarding for approval plans of building to be erected in Ward street on the vacant plot of land at the corner of Castle Hill street, and requesting removal of three trees and the street standpipe close to where the business entrance is to be.

Resolved—That the plans be approved, and the removal of trees and standpipe sanctioned, the Company paying the cost thereof. The Superintendent of Municipal Works to submit a report as to whether the standpipe is necessary, and, if so, to suggest a new position for it.

5. Pursuant to notice Mr. Saravanamuttu moved—That a statement showing the names of the several persons employed as Head Overseers under this Council since the appointment of the present Superintendent of Works, with their qualifications, period of employment under the Council, and cause of discontinuance in each case, be circulated among the Members of Council.

Mr. Jonklaas seconded.—Carried.

6. Papers re unexpended balance for 1910 and the explanation thereon by the Superintendent of Works.

Resolved—That the matter lie over *sine die*.





		Estimated Amount.	Receipts.			Estimated Expenditure.	Disburse- ments.
		Rs. c.	Rs. c.			Rs. c.	Rs. c.
<i>Advance Account.</i>							
Petty cash	Rs. 2,168.22			Petty cash	Rs. 2,400.00		
Stores	3,807.19			Stores	4,409.34		
Suspense	798.76			Suspense	781.52		
			6,774 17				7,590 86
<i>Deposit Account.</i>							
Securities	Rs. 254.85			Securities	Rs. 1,644.90		
Miscellaneous	311.40			Miscellaneous	153.02		
			566 25				1,797 92
Total Receipts			80,327 9	Total Disbursements			71,275 46
Cash Balance on Jan. 1, 1910..			124,153 76	Cash Balance on April 30, 1911			133,205 39
Grand Total ..			204,480 85	Grand Total..			204,480 85

Kandy, July 18, 1911.

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

Accountant.

## Progress Report of Works done brought up to April 30, 1911.

Estimate No.	Heads of Expenditure.	Amount voted for the Year 1911.		Expenditure.		Total Expenditure.	Unexpended Balance.
		Rs. c.	Rs. c.	During April, 1911.	Up to Mar. 31, 1911.		
1	Upkeep of pavements	2,728 70	313 76 <sup>a</sup>	697 72	1,011 48	1,717 22	
2	Town streets	8,300 0	1,060 90 <sup>b</sup>	1,998 69	3,059 59	5,240 41	
3	Alutgantota and Lady Anderson's roads	1,000 0	117 75 <sup>c</sup>	355 25	473 0	527 0	
4	Udawattekele roads	2,200 0	469 62 <sup>d</sup>	117 61	587 23	1,612 77	
5	Halloluwa, Bahirawakanda, Hospital, and Huduhumpola roads	1,900 0	152 19 <sup>e</sup>	319 56	471 75	1,428 25	
6	Municipal buildings	2,160 0	42 15 <sup>f</sup>	318 92	361 7	1,798 93	
7	Watering streets	1,000 0	8 76 <sup>g</sup>	414 93	423 69	576 31	
8	Market buildings	1,800 0	475 75 <sup>h</sup>	363 40	779 15	1,020 85	
9	Ornamental trees	496 0	29 87 <sup>i</sup>	54 15	84 2	411 98	
10	Tools	600 0	121 81 <sup>j</sup>	162 53	284 34	315 66	
11	Bathing and dhobies' tanks	155 0	7 14 <sup>k</sup>	7 70	14 84	140 16	
12	Recreation ground and esplanade	1,000 0	24 33 <sup>l</sup>	81 46	105 79	894 21	
13	Sundry minor works	400 0	22 0 <sup>m</sup>	18 65	40 65	359 35	
14	Repairs to cemetery-keeper's house	50 0	—	—	—	50 0	
15	Wace park	435 0	16 14 <sup>n</sup>	33 10	49 24	385 76	
16	Building drain opposite jail	920 0	101 17 <sup>o</sup>	234 92	336 9	583 91	
17	Repairs to carriage and ricksha stands	100 0	53 85 <sup>p</sup>	18 72	72 57	27 43	
18	Cattle shed, Railway approach road	313 75	—	355 17	355 17	—	
19	Public seats, maintenance	175 0	2 20 <sup>q</sup>	—	2 20	172 80	
20	Clearing silt from Meda-ela	200 0	—	20 12	20 12	179 88	
21	Constructing a set of cooly lines	3,129 50	—	—	—	3,129 50	
22	Extension of vegetable market	2,700 0	1,247 88 <sup>r</sup>	792 4	2,039 92	660 8	
23	Lady Blake's drive	570 0	122 45 <sup>s</sup>	1 40	123 85	446 15	
24	Sinking a well at Katugastota	550 0	—	—	—	550 0	
25	Cement concrete side drain, Lake road	630 0	—	599 90	599 90	30 10	
26	Building a cement concrete, lead-away drain	235 95	213 40 <sup>t</sup>	—	213 40	22 55	
27	Extending the paving of the bed of Meda-ela	597 0	175 54 <sup>u</sup>	—	175 54	421 46	
2/10	Laying Gregsonite, Victoria drive	2,108 27	—	1,747 76	1,747 76	360 51	
18/10	Building barrel drains	2,156 47	996 26 <sup>v</sup>	252 67	1,248 93	908 54	
29/10	Drainage	6,635 90	1,774 9 <sup>w</sup>	3,838 66	5,612 75	1,023 15	
A	Clearing vegetation	300 0	—	—	—	300 0	
B	Clearing silt from side drains	500 0	—	—	—	500 0	
C	Opening and covering in pits	2,880 0	228 64 <sup>x</sup>	418 14	646 78	2,233 22	
D	Ferry approaches	121 40	—	—	—	121 40	
E & F	Ferry boats	1,170 0	12 86 <sup>y</sup>	210 62	228 48	946 52	
G	House of shelter	222 87	12 40 <sup>z</sup>	30 25	42 65	180 22	
H	Waterworks maintenance	5,274 90	768 35	461 25	1,229 58	4,045 32	
I	Maintenance of two fountains	80 0	—	—	—	80 0	
	Scavenging streets	14,727 32	1,131 11	8,664 39	3,795 50	10,937 82	
	Lake silt	3,203 71	37 2	679 79	716 81	2,486 90	
	Waterworks extension	2,397 7	—	828 36	828 36	1,568 71	
	House service	1,600 0	97 51	236 65	334 16	1,265 84	

(a) Made flushing boxes Rs. 49.33, cleared silt from barrel drain Rs. 22.20, made manhole covers Rs. 13.47, spread gravel on pavements Re. 1.72, repaired barrel drains Rs. 58.19, cost of timber Rs. 164.60, repaired pavement Rs. 4.25 = Rs. 313.76.

(b) 54 cubes metal broken Rs. 527·38, 51 cubes metal transported Rs. 62·75, transported gravel Rs. 4·55, gravel spread Rs. 80·21, repaired tools, Rs. 21·40, proportionate charge of wages of store and line watchers Rs. 9·30, cleared silt from side drains Rs. 5·83, consolidated metal Rs. 4·06, 100 cubes earthwork in enlarging quarry Rs. 112·40, weeded town streets Rs. 204·22, weeded bund of lake Rs. 6·75 = Rs. 1,060·90.

(c) Deepened side drains and filled washaways Rs. 55·43, reduced sides and cut drains Rs. 46·32, cut jungle and overhanging branches Rs. 16 = Rs. 117·75.

(d) Forest overseer's wages Rs. 35, proportionate charge of store and line watchers Rs. 30·69, deepened side, Uda-wattekelle roads and paths Rs. 154·61, and reduced sides Rs. 115·64, excavated and transported gravel Rs. 97·35, cut overhanging branches Rs. 32·56, shifted tiles, lines Rs. 3·77 = Rs. 469·62.

(e) Deepened side drains, reduced sides, and cut jungle, Halloluwa, Deyannewela, Hospital, and Huduhumpola roads Rs. 152·19.

(f) Repaired public latrines Rs. 30·75, whitewashed latrines Rs. 11·40 = Rs. 42·15.

(g) Repaired water carts Rs. 8·76.

(h) Repaired market stalls Rs. 13·91, whitewashed market Rs. 10·80, painted market Rs. 269·54, watered streets Rs. 181·50 = Rs. 475·75.

(i) Watered plants and trimmed hedges Rs. 29·87.

(j) Cost of tools Rs. 121·81.

(k) 11 cubes silt cleared from bathing tank Rs. 7·14.

(l) Mowing grass and wages of watcher Rs. 24·33.

(m) Repaired and painted fences Rs. 22.

(n) Weeded grounds and swept paths Rs. 16·14.

(o) Wages of extra guards Rs. 58·54, diets of extra guards Rs. 14·03, cost of materials Rs. 17, wages of loader Rs. 6·75, made and supplied mamoty handles Rs. 4·85 = 101·17.

(p) Repaired and painted carriage stand Rs. 53·85.

(q) Cost of screws Rs. 2·20.

(r) Cost of 4,650 Calicut tiles Rs. 389·63, woodwork, including timber of 29·25 square roofing, Rs. 848·25, cost of one barrel cement Rs. 10 = Rs. 1,247·88.

(s) 21 cubes gravel Rs. 33·60, weeded sides and deepened side drains Rs. 88·85 = 122·45.

(t) 114 lineal feet of drain built Rs. 213·40.

(u) Paved Meda-ela and filled sides Rs. 175·54.

(v) Built 195 lineal feet barrel drain Rs. 895·26, metal broken and transported Rs. 56, pay of overseer Rs. 45 = Rs. 996·26.

(w) 20 cubes metal broken and transported Rs. 175, 483 lineal feet of drain built Rs. 1,191·37, built approaches to houses Rs. 37·72, cement rendered barrel drains Rs. 355·35, cleared sides of road Rs. 14·65 = Rs. 1,774·09.

(x) Earthwork in opening and covering pits Rs. 228·64.

(y) Repaired Halloluwa ferry boat Rs. 12·86.

(z) Wages of caretaker Rs. 12·86.

G. F. BULTIENS,  
Superintendent of Municipal Works.

#### Health Officer's Report for April, 1911.

*Scavenging.*—The scavenging of the town, both day and night, was satisfactorily carried out during the month.

*Water Supply.*—Good.

*Drainage.*—These were kept as clean as possible.

*Alleys.*—These were kept in a sanitary state as possible.

*Bakeries.*—Fairly well kept.

*Laundries.*—Generally well kept.

*Eating-houses.*—Fairly well kept.

*Public Market.*—Clean and well kept.

*Exposing Sheds and Slaughter-house.*—Clean and well kept.

*Night Soil Depot.*—Well kept.

*Latrines.*—Clean and well kept.

*Food Supply.*—Good. During the month 508 cattle, 221 buffaloes, 111 sheep, and 324 goats were passed. Ten head of cattle, 5 buffaloes, 5 sheep, and 8 goats were rejected. The following organs were condemned and destroyed:—Three livers and 7 lungs of cattle; 8 livers and 3 lungs of buffaloes; 3 livers and 3 lungs of sheep; 3 livers and 27 lungs of goats.

*Public Health.*—The health of the town during the month was good. Thirty cases of chickenpox, 5 cases of measles, 1 case continued fever, and 5 cases smallpox were reported. All necessary precautions are being taken to stamp out the last named disease.

Municipal Office,  
Kandy, May 9, 1911.

V. T. CARRUTHERS,  
Acting Medical Officer of Health.

#### ROAD COMMITTEE NOTICES.

##### Haputale-Dambatenna Road.

NOTICE is hereby given that the following gentlemen have been elected to act as Members of the Local Committee for the Haputale-Dambatenna road under the Branch Roads Ordinance, No. 14 of 1896, for the term ending July 28, 1913:—

Messrs. R. A. H. Ashby (Chairman), W. A. Wilson, C. B. Shand.

Provincial Road Committee, H. W. MILLIGAN,  
Badulla, July 3, 1911. for Chairman.

##### Balangoda-Chetnole Branch Road.

NOTICE is hereby given that in terms of section 13 of the Branch Road Amendment Ordinance, No. 9 of

1907, a Meeting of the Local Committee in respect of the above road will be held on Saturday, July 22, 1911, at 11 A.M., at the Balangoda resthouse.

##### Business.

1. To call upon Morahela and Wallawe estates to construct a siding on the road for the loading and unloading of their produce.

2. To request the Provincial Road Committee to re-define the limits of the district so as to include the following estates:—Wewawatte, Selwawatte, Alpha, and Ladysmith, which are using the road.

3. Correspondence and any other business of which due notice is given.

Rasagalla, Balangoda,  
July 8, 1911.

F. LECKY WATSON,  
Chairman, Local Committee.

**Pupuressa 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:—

PUPURESSA ROAD (between Delpitiya and Pupuressa.) (Estimate No. 463 of 1910-11.)				
Government moiety	Rs. 7,828·00			
Private contributions	Rs. 2,698·72			
1st section, 1 mile.				
Total acreage, 10,200½—Moiety of cost, Rs. 247·66—				
Sectional rate, ·0242c.—Total rate, ·0242c.				
Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
S. R. M. P. L. P. Palaniappa Chetty (K. R. A. R. Arunaslem Chetty)	Godamadittiya-watta	50	1	22
T. P. L. P. R. Somasurdaram	Angamone	150	3	64
A. A. J. G. Yapamudiyanselagey PUNCHI BANDA	Melbourne	80	1	95
A. L. French	Ascot	150	3	64
1st to 3rd section, 3 miles.				
Total acreage, 9,770½—Moiety of cost, Rs. 495·31—				
Sectional rate, ·0506c.—Total rate, ·0748c.				
S. R. M. P. L. P. Palaniappa Chetty (K. R. A. R. Arunaslem Chetty)	Mount Havana	190	14	25
D. S. de Simon	Zion Hill	59	4	43
1st to 5th section, 5 miles.				
Total acreage, 9,521½—Moiety of cost, Rs. 495·30—				
Sectional rate, ·0520c.—Total rate, ·1268c.				
H. J. Charsley and H. F. de Silva	Pussatenna	425	53	97
W. D. Ranasingha	Antanidena	60	7	62
A. R. L. S. V. N. Periya Carpen Chetty	Grovehill	160	20	33
W. G. Mortimer	Moolgama	382½	48	58
H. J. Charsley	Castlemilk	360	45	72
Kaluhamy Arachchi	Pannanwalaya-watta	40	5	9
1st to 10th section, 10 miles.				
Total acreage, 8,094—Moiety of cost, Rs. 1,238·18—				
Sectional rate, ·1529c.—Total rate, ·2797c.				
Anglo-Ceylon and General Estates Company, Ltd. (Nelson Brown)	Stellenberg	589	164	92
N. Nelson Brown	Whyddon	314	87	92
A. C. Hentley	Delta	1,782	498	87
Rajawella Produce Company and A. P. Sandbach	Le Vallon Group	1,288	360	58
C. F. Way	New Forest	429	120	11
Ceylon Proprietary Estates Company and H. M. Picken	Beaumont Group	1,272	356	10
E. A. Clive	Yarrow Group	447	125	15
Lipton, Limited, and A. Craighead	Pooprassie Group	1,365	382	13
S. R. M. P. L. P. Palaniappa Chetty (K. R. A. R. Arunaslem Chetty)	Wariagoda	70	19	61
Uplands Estate Co. and A. P. Shelley	Maymolly	538	150	62
Total ..			2,476	45

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before July 31, 1911.

	Rs.	c.
N.B.—Private contributions	2,698	72
Unexpended balance, 1909	222	27
Amount to be recovered	2,476	45

Provincial Road Committee's Office, C. S. VAUGHAN,  
Kandy, July 10, 1911. Chairman.

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

NOTICE is hereby given that the Local Committee having estimated the cost of upkeep of the Malwala Ferry-Wewelwatta Factory Estate road at Rs. 18,625·25 during the year 1911, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of sections 19 and 24 of the Estates Road Ordinance, No. 12 of 1902, will on Tuesday, August 1, 1911, at 1 P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates, according to the under-mentioned sections into which the road is divided, to make up the amount above estimated:—

Amount to be recovered from estates, Rs. 18,625·25.  
1st to 4th sections.

Total acreage, 6,080—Moiety of cost, Rs. 4,170·25—  
Sectional rate, 68·58c.

Proprietors.	Estates.	Acreage.	Rs.	c.
Messrs. N. D. P. Silva & Co.	Silvaland estate	506	327	6
The Consolidated Tea & Lands Co.	Hapugastenne Group	4,296	2,946	61
Do.	Alupolla Group	1,278	876	58
			6,080	4,170 25

W. D. Holland and A. H. Allenby, Dikmukalana estate, allowance .. 180 0

Total cost of moiety for the 1st to 4th sections .. 4,350 25

5th to 7th sections.  
Total acreage, 5,574—Moiety of cost, Rs. 4,465—  
Sectional rate, 80·10c.

The Consolidated Tea & Lands Co.	Hapugastenne Group	Acreage.	Rs.	c.
Do.	Alupolla Group	1,278	1,023	73
			5,574	4,465 0

W. D. Holland and A. H. Allenby, Dikmukalana, allowance .. 110 0

Total moiety of cost for 5th to 7th sections .. 4,575 0

8th to 13th sections.  
Total acreage, 1,278—Moiety of cost, Rs. 9,240—  
Sectional rate, Rs. 7·23.

The Consolidated Tea & Lands Co.	Alupolla Group	Acreage.	Rs.	c.
The Consolidated Tea & Lands Co., Hapugastenne Group, allowance			250	0
W. D. Holland and A. H. Allenby, Dikmukalana, allowance			210	0
			9,700	0

Total moiety of cost for 8th to 13th sections .. 9,700 0

Total moiety of cost for all sections 18,625 25

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

Provincial Road Committee's Office, G. COOKSON,  
Ratnapura, July 18, 1911. Chairman.

**NOTICE TO MARINERS.**

NOTICE is hereby given that the acetylene light on the buoy marking the Onagalla reef (vide Notice to Mariners dated October 12, 1910, and previous notices) has failed, and will be replaced at the first opportunity that the weather permits, when a notice to that effect will be issued.

This affects the following admiralty charts:—Nos. 914, Colombo Harbour; 3,686, approaches to Colombo Harbour; 813, Ceylon South Coast; 686, Palk Strait and Gulf of Mannar, sheet 2.

Master Attendant's Office,  
Colombo, July 19, 1911.

JOHN A. LEGGE,  
Master Attendant.

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

Vessels.	Date of Clearing.	For what Port.	Coffee.	Tea.	Cacao.	Trunk Ginchona.	Chincona Chips.	Coconuts.	Copra.	Coconut Oil.	Coconut Ponnac.	Cinnamon.	Cinnamon Oil.	Citronella Oil.	Cardamoms.	Rbony.	Punbago.	Coir Rope.	Coir Yarn.	Coir Fibre.	Bapsa wood.	Kital Fibre.	Deer Horns.
			ewt.	lb.	ewt.	lb.	lb.	No.	ewt.	ewt.	ewt.	b.	oz.	oz.	lb.	ewt.	ewt.	ewt.	ewt.	ewt.	ewt.	ewt.	ewt.
<b>COLOMBO.</b>	1911.																						
ss. Alicante	10-7	Manila		1805	501																		
ss. Olan Smart	10-7	London		141153																			
ss. Nera	10-7	Marseilles		30181	50																		
ss. Syria	11-7	China		134011																			
ss. Australen	11-7	Marseilles		58427																			
ss. Armand Behic	11-7	China			50																		
ss. Umfali	12-7	Cape Ports		26327	50																		
ss. Franken	12-7	Bremen		3860																			
ss. Agamnon	12-7	London		363950				179100		2002													
ss. Welfels	13-7	London		499307						500		5000											
ss. Staffordshire	13-7	New York																					
ss. Herefordshire	13-7	London		1219022	96			115035															
ss. Persia	13-7	London		1187925	39			107230															
ss. Clan MacLachlan	14-7	Kobe		292																			
ss. Nadir	14-7	London		188026																			
ss. Colomnde	15-7	Bombay		25140																			
ss. Dalni	15-7	London		100082																			
	15-7	Bombay		29337																			
<b>GALLE.</b>																							
ss. Clan Grant	13-7	London						20000		3221				520784			1154		2555				

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

From	Bags.	To	Bags.
From Amnapatam	1,196	TO GALLE	11,491
Bombay	191	From Calcutta	7,716
Calcutta	5,977	From Southern India	19,207
China	500	Total	19,207
Karachehi	1,750		
From Karikal	1,646		
Negapatam	1,312		
Singapore	713		
Tondi	85		
Tuticorin	8,463		
Total	2,1833		

H. M. Customs,  
Colombo, July 18, 1911.

A. R. SLATER,  
for Principal Collector.