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 PART II.—Legal and Judicial.
 PART III.—Provincial Administration.
 PART IV.—Land Settlement.
 PART V.—Mercantile, Marine, Municipal, Local, &c.

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

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2nd Publication

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF DELMEGE, REID & COMPANY, LIMITED.

1. The name of the Company is "DELMEGE, REID & COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
 - (1) To acquire and take over as a going concern the business of Delmege & Company, Limited, now carried on by them at London, Colombo and elsewhere, in the Island of Ceylon, under the style or firm of Delmege & Company, Limited, and also to acquire and take over the several other assets and effects mentioned in an agreement which has already been prepared and is expressed to be made between the said Delmege & Company, Limited, and Charles Goodman of 7, Great St. Helens, London, E.C., its Liquidator, of the one part, and the said Delmege, Reid & Company, Limited, of the other part, a copy whereof has for the purposes of identification been subscribed by F. J. de Saram, a Proctor of the Supreme Court of the Island of Ceylon, and for the purpose aforesaid to enter into and carry into effect (either with or without modification) the said agreement.
 - (2) To carry on as a Joint Stock Company, Limited, the business referred to in the said agreement as the same has heretofore been carried on by the said Delmege & Company, Limited, and to develop and extend the same, and to carry on such other businesses and processes in connection with the above-mentioned business as are customarily or usually carried on in connection therewith, or are naturally incident thereto.
 - (3) To carry on, either in connection with the business aforesaid or as distinct and separate businesses, the business or businesses of coal merchants, colliery proprietors, coke manufacturers, miners, smelters, engineers, manufacturers of chemicals and manures, distillers, dye makers, metallurgists, carriers by land and water, shipowners, bargeowners, warehousemen, proprietors of docks, warehouses, and stores, wharfingers, lightermen, forwarding agents, commission agents, ship agents, agents for insurance companies and other firms, corporations or individuals, underwriters and insurers of ships, goods, and other property, ice merchants and refrigerating storekeepers, exporters, importers, and manufacturers, and wholesale and retail dealers of and in manufactured goods, materials, provisions, produce, live and dead stock, and merchandise of all kinds, storekeepers, planters, and millers, and to carry on all or any of such businesses in all their branches.
 - (4) To carry on the business of planters, cultivators, sellers, and dealers in tea, rubber, cocoa, and other tropical crops and produce and to manufacture, dispose of, sell, and deal in products of tea, rubber, cocoa, and other tropical crops and produce.

- (5) To purchase, take on lease, or otherwise acquire any mines, mining rights, and metalliferous lands in Ceylon or elsewhere, and any interest therein, and to explore, work, exercise, develop, and turn to account the same; also to crush, win, get, quarry, smelt, calcine, refine, dress, amalgamate, manipulate, and prepare for market, ore, plumbago, metal, and mineral substances of all kinds, and to carry on any other metallurgical operations which may seem conducive to any of the Company's objects.
- (6) To buy, sell, manufacture, refine, manipulate, import and export, and deal in all substances, apparatus, and things capable of being used in any such business as aforesaid or required by any customers of or persons having dealings with the Company, either wholesale or retail, and generally to carry on directly or indirectly any other business or businesses, trade or employment, manufacturing, importing, exporting, planting, mining, or otherwise, which may seem to the Company capable of being conveniently carried on, either in connection with or in addition to any business hereby authorized or otherwise calculated directly or indirectly to enhance or render profitable any of the Company's property, rights, or business for the time being.
- (7) To act as directors, secretaries, consignees, and commercial agents of any company or companies carrying on business or owning property or estates of any kind in Ceylon or elsewhere in the East, or to undertake any or all of these duties concurrently.
- (8) To act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale and improvement, development and management of property, including business concerns and undertakings, and generally to transact all kinds of agency business, whether in respect of agricultural, commercial, or financial matters.
- (9) 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 moneys, shares, debentures, or securities in any other company, or for any other consideration.
- (10) To construct or join in and contribute towards the construction of any railways, tramways, canals, roads, embankments, reservoirs, electric, water or gas works, or other works of whatever description, and to equip, work, and maintain any railways or tramways, and to generate, store, and use electricity for any purpose, and to carry on the business of a gas or water company or an electric light or storage company or electrical engineers.
- (11) To take, purchase or acquire, by exchange or otherwise, and to hold any shares (whether fully or partly paid), stock, debentures, debenture stock, or other securities in or of any other company, and to cause such shares, securities, or any of them to be vested in or held by nominees or a nominee for and on behalf of the Company.
- (12) To purchase or acquire, by exchange or otherwise, and to undertake all or any part of the goodwill, business, undertaking, property, assets, and liabilities of any person or persons or company carrying on any business which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company, and to conduct and develop or wind up and liquidate such business.
- (13) To purchase, take on lease or in exchange, hire, or otherwise acquire and deal in immovable and movable property of all kinds and any interests therein.
- (14) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise, with any person or company in any part of the world carrying on or engaged in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to give to any person or company special rights and privileges in connection with or control over the Company, and to lend money to, guarantee the contracts of, or otherwise assist any such person or company, and to take or otherwise acquire shares and securities of any such company, and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with the same.
- (15) To subsidize and assist any person or companies, and in particular customers of the Company or any persons or companies with whom the Company may have or intend to have business relations, and to guarantee the performance of contracts by customers or other persons or companies.
- (16) To enter into any arrangements with any authorities, government, municipal, local, or otherwise in any part of the world that may seem conducive to the Company's objects, or any of them, and to obtain from any such authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.
- (17) To establish and support or aid in the establishment and support of hospitals, infirmaries, and other charities, friendly societies, reading rooms, libraries, educational institutions, and any other institutions or associations, funds, trusts, and conveniences calculated to benefit employes or ex-employes of the Company, or its predecessors in business, or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, or useful object.
- (18) To make any experiments in connection with any business of the Company, and to take out or otherwise acquire by original application, purchase, or otherwise any letters patent, patent rights, licenses, concessions, secret processes, or other information as to any inventions or the like, and to grant licenses in respect thereof.
- (19) To promote any company or companies for the purpose of acquiring all or any of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (20) To take part in the management, supervision, and control of the business or operations of any company or undertaking, and for that purpose to appoint and remunerate any directors, trustees, accountants, or other experts or agents.
- (21) To invest and deal with the moneys of the Company, not immediately required, upon such securities, shares, or investments and in such manner as may from time to time be determined.
- (22) To give all descriptions of guarantees, and in particular to guarantee the principal and interest of and any premium which may become payable on any mortgages, debentures, debenture stock, or other obligations, and the dividend on and the return either with or without any premium of the capital paid on any shares.
- (23) To subscribe to, or become a member of, or join in establishing any association or company formed for the purpose of insuring the members and staff or their property against fire, storm, explosion, or any other loss, including loss occasioned by the infidelity of any person.

- (24) To lend money, either with or without security, and generally to such persons or companies, and on such terms as may seem expedient, and to subsidise and assist any person or companies, and in particular customers of the Company or any persons or companies with whom the Company may have or intend to have business relations, and to guarantee the performance of contracts by customers or other persons or companies.
- (25) To borrow or raise money in any manner and on any terms.
- (26) For any purpose and in any manner and form from time to time to mortgage or charge the whole or any part of the undertaking, property, and rights (including property and rights to be subsequently acquired) of the Company, and any money uncalled on any shares of the capital, original or increased, of the Company, and whether at the time issued or created or not, and to create, issue, make, and give debentures, debenture stock, bonds, or other obligations perpetual or otherwise, and at par, or at a premium or discount, with or without any mortgage or charge on all or any part of such undertaking, property, rights, and uncalled money, and to purchase, redeem, exchange, vary, extend, or pay off and from time to time re-issue such securities.
- (27) To give to any director, officer, servant, or employé of the Company any share or interest in the profits of the Company's business, or any branch thereof, and for that purpose to enter into any arrangements the Company may think fit.
- (28) To pay all preliminary expenses of the Company, and any company promoted or formed by the Company, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place, or guaranteeing the placing of any of the shares in the capital of the Company, or any other company, or any debentures, debenture stock, or other securities of the Company or any other company, or in or about the formation or promotion of the Company or any other company, or the conduct of its business.
- (29) To remunerate any person or company either in cash, shares, debentures or debenture stock, or otherwise howsoever, for placing, or assisting to place, or subscribing, or agreeing to subscribe, whether absolutely or conditionally, for or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the shares or debentures or debenture stock or other obligations of or for any other services in or about the promotion of or the issue of the capital or obligations of this or any other company, or the conduct of the business of this or any other company, or for acting as trustees for debenture holders or debenture-stock holders, and also to pay any costs of winding up any company, the whole or any portion of the property of which is acquired by this Company.
- (30) To make, draw, accept, endorse, and negotiate respectively promissory notes, bills of exchange, bills of lading, warrants, and other negotiable or transferable instruments.
- (31) To adopt such means of making known the products of Ceylon and of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards, and donations.
- (32) To apply for at the cost of the Company and obtain any ordinance or enactment of the legislature of Ceylon, or order or decree of his Excellency the Governor in Council, or order or decree of any court for enabling the Company to extend its objects, or to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (33) To sell or dispose of the whole or any part of the undertaking, business, and property of the Company for such consideration as the Company may think fit, and in particular to accept payment, wholly or in part, in shares or obligations, partly of fully paid up, of any other company, and to promote and form any company intended to purchase any property of the Company, or to use anything made, dealt in, or produced by the Company in its business, or which it may be considered will help the Company in its business, and to subscribe absolutely, or subject to any condition or contingency, for or acquire in any way any of such company's shares or obligations, and as to all or any shares or obligations acquired by the Company, either to hold the same or to sell or re-issue with or without guarantee, or to distribute them or any other assets of the Company in specie upon a division of profits or distribution of capital among the shareholders.
- (34) 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.
- (35) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable estate, property or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up, or partly paid up) of any company, or debentures or debenture stock or obligations of any company or person, or partly one and partly any other.
- (36) To organize, start, and furnish depôts for the sale of coal, or buy, or join in buying a share or the whole of existing depôts for the sale of coal in any part of the world.
- (37) To procure the Company to be registered or recognized in Ceylon or in any other colony or dependency or any foreign country.
- (38) 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.
- (39) To do all or any of the above things in any part of the world, and as principles, agents, contractors, trustees, or otherwise, and by or through trustees, agents, or otherwise, and either alone or in conjunction with others, and to do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that the word "company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Ceylon or elsewhere, and that the objects specified in the different paragraphs of this clause shall, except where otherwise expressed in such paragraphs, be in nowise limited by reference to or inference from any other paragraphs or the name of the Company, but may be carried out in as full and ample a manner, and shall be continued in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct, and independent company.

4. The liability of the shareholders is limited.

5. The nominal capital of the Company is Two million Rupees (Rs. 2,000,000), divided into Two hundred thousand (200,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided, consolidated, or divided into such classes, with any

preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being, or otherwise. Provided that if and whenever the capital of the Company is divided into shares of various classes, the rights and privileges of any class shall not be modified or varied, except in the manner from time to time provided by the Articles of Association and regulations of the Company.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
A. A. DELMEGE (by his attorney J. A. B. CARVER), 7, Great St. Helens, London, E.C.	One
CHARLES GOODMAN (by his attorney J. A. B. CARVER), 7, Great St. Helens, London, E.C.	One
J. E. MOXEY (by his attorney J. A. B. CARVER), 3 and 4, Lime St. Square, London, E.C.	One
SPENCER SHELLEY, 16, Queen street, Fort, Colombo	One
T. S. STEWART, 16, Queen street, Fort, Colombo	One
J. J. B. PALMER, 16, Queen street, Fort, Colombo	One
LESLIE W. F. DE SARAM, Colombo	One
Total Shares taken	Seven

Witness to the above signatures, at Colombo, this 20th day of July, 1916:

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

ARTICLES OF ASSOCIATION OF DELMEGE, REID & COMPANY, LIMITED.

It is agreed as follows:—

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

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

3. None of the funds of the Company shall be employed in the purchase of or be lent on shares of the Company.

INTERPRETATION.

4. 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 "Delmege, Reid & 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 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" has the meaning assigned thereto by the Ordinance.

"Extraordinary resolution" means a resolution 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 at any meeting of the Company, of which notice specifying an intention to propose such resolution has been duly given.

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

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

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

"Shareholder" means a shareholder of the Company.

With regard to a shareholder "presence or present" at a meeting means presence or present personally or by proxy.

"Directors" means the Directors for the time being of the Company.

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

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

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

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

"Month" means a calendar month.

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

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

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

BUSINESS.

5. The first business of the Company shall be to acquire the business and undertaking of Delmege & Company, Limited, now being carried on by them at London, Colombo, and elsewhere, and for the purpose of so doing the Directors shall forthwith affix the Seal to the agreement referred to in clause 3, sub-clause (1), of the Memorandum of Association, and shall carry the said agreement into effect, with full power, nevertheless, from time to time to agree to any modification of the terms of such agreement, either before or after the execution thereof. The Company is formed on the basis that the said agreement shall be adopted with or without such modification as aforesaid, and no objection shall be taken to the said agreement, nor shall any promoter or Director be liable to account to the Company for any profit or benefit derived by him under the said agreement by reason of any promoter or Director of the Company being interested in the said agreement, or by reason of the purchase consideration having been fixed without any independent valuation having been made, or of the Board of Directors not being in the circumstances an independent Board; but every shareholder of the Company, past or present, shall be deemed to have notice of the provisions of the said agreement, and to have assented to all the terms thereof.

6. No invitation shall be made to the public to subscribe for any shares, debentures, or debenture stock of the Company.

7. The shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons on such terms and conditions, and at such times as the Directors think fit, subject nevertheless to the stipulations contained in the said agreement with reference to the shares to be allotted in pursuance thereof. The Directors shall have the power to give to any person a call on any unissued shares either at par or at a premium and for such time as they shall think fit.

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

9. If by the conditions of allotment of any share the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company, or as it may direct, by the person who for the time being shall be the registered holder of the share.

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

11. The Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not, save as herein provided, be under any obligation to recognize any trust or equity or equitable claim to or partial interest in such share, whether or not it shall have express or other notice thereof.

12. The Company may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company, but so that if the commission shall be paid or payable out of capital, the statutory conditions and requirements shall be observed, and the commission shall not exceed 10 per cent. on the shares in each case subscribed or to be subscribed.

CERTIFICATES.

13. The certificates of title to shares shall be issued under the Seal of the Company and signed by two Directors and countersigned by the Secretary or some other person appointed by the Directors.

14. Every shareholder shall be entitled, free of charge, to a certificate under the common Seal of the Company for all the shares registered in his name specifying the number and denoting numbers of the shares in respect of which it is issued and the amount paid up thereon, provided that in respect of a share or shares held jointly by several persons the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint-holders shall be sufficient delivery to all.

15. 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 party entitled to such lost or destroyed certificate.

16. For every certificate issued under the last preceding clause there shall be paid to the Company the sum of One Rupee, or such smaller sum as the Directors may determine.

17. The certificates of shares registered in the names of two or more persons may be delivered to any one of such holders.

CALLS.

18. The Directors may from time to time make such calls as they think fit upon the shareholders in respect of all moneys unpaid on the shares held by them respectively, and not by the conditions of allotment thereof 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. A call may be made payable by instalments. The joint-holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

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

20. Two clear months' notice of any call shall be given, specifying the time and place of payment, and to whom such call shall be paid.

21. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the person from whom the sum is due shall be liable to pay interest for the same at the rate of 5 per cent. per annum from the day appointed for the payment thereof to the time of the actual payment or at such other rate as the Directors may determine; but the Directors shall be at liberty to waive payment of such interest wholly or in part.

22. On the trial or hearing of any action to be brought by the Company against any shareholder, his executors or administrators, to recover any debt due for any call or interest accrued due thereon, it shall be sufficient to prove that the name of the shareholder sued is on the register of shareholders of the Company as the holder or one of the holders of the shares in respect of which such debt accrued, and that the resolution making the call is duly recorded in the minute book, and that notice of such call was duly given to the shareholder sued, in pursuance of these Articles, and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matter whatsoever, but the proof of the matter aforesaid shall be conclusive evidence of the debt.

23. The Directors may, if they think fit, receive from any shareholder willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him; and upon all or any of the moneys so advanced may (until the same would, but for such advance become presently payable) pay interest at such rate as the shareholder paying such sum in advance, and the Directors, agree upon, but not exceeding, without the sanction of the Company in General Meeting, 6 per cent.

FORFEITURE AND LIEN.

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

25. The notice shall name a day (not being less than two clear months from the date of the notice) and a place or places on and at which such call or instalment and such interest or 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.

26. If the requisitions of any such notice as aforesaid are not complied with, any shares in respect of which such notice has been given may at any time thereafter, before payment of all calls or instalments, interest, and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

27. Any share so forfeited shall be deemed to be the property of the Company, and the Directors may sell, re-allot, and otherwise dispose of the same in such manner as they think fit.

28. The Directors may at any time before any share so forfeited shall have been sold, re-allotted, or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

29. A person whose shares have been forfeited shall cease to be a shareholder in respect of such shares, but 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 5 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

30. The Company shall have a first and paramount lien upon all the shares registered in the name of each shareholder (whether solely or jointly with others) for his debts, liabilities, and engagements, solely or jointly with any other person, to or subsisting with the Company, whether the period for the payment, fulfilment, or discharge thereof shall have actually arrived or not, and such lien shall extend to all dividends and interest from time to time declared in respect of such shares. Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) upon such shares.

31. For the purpose of enforcing such lien the Directors may sell the shares subject thereto, in such manner as they think fit, but no sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such shareholder, his executors or administrators, and default shall have been made by him or them in the payment, fulfilment of, or discharge of such debts, liabilities, or engagements, for seven days after such notice.

32. The nett proceeds of any such sale shall be applied in or towards satisfaction of the said debts, liabilities, and engagements, and the residue (if any) paid to such shareholder, his executors, administrators, or assigns.

33. Upon any sale after forfeiture, or for enforcing a lien in purported exercise of the powers hereinbefore given, the Directors may cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the register in respect of such shares, the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

34. The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the amount of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

TRANSFER AND TRANSMISSION.

35. 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.

36. The instrument of transfer of any share shall be in writing and in any usual or common form which the Directors shall approve.

37. The Directors may decline to register any transfer of shares upon which the Company has a lien, and may refuse to register a transfer to a transferee of whom they do not approve. In no case shall the Directors be bound to state the reason of their refusal to register, but their declination shall be absolute.

38. Every instrument of transfer shall be left at the office for registration, accompanied by the certificate of the shares to be transferred, and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the share, and the transfer shall thenceforward, subject to production at all reasonable times, at the request of the transferor or transferee or the assigns of the transferee, be kept by the Company.

39. A fee not exceeding One Rupee may be charged for each transfer and shall, if required by the Directors, be paid before the registration thereof.

40. The transfer books and register of shareholders may be closed during such time as the Directors think fit, not exceeding in the whole twenty-one days in each year.

41. The executors or administrators of a deceased shareholder (not being one of several joint-holders) shall be the only person recognized by the Company as having any title to the shares registered in the name of such shareholder, and in case of the death of any one or more joint-holders of any registered shares, the survivors shall be the only persons recognized by the Company as having any title to or interest in such shares.

42. Subject to the foregoing regulations as to transfer of shares, the following provisions shall have effect :—

- (1) A share may be transferred by a shareholder or other person entitled to transfer to any shareholder selected by the transferor ; but, save as aforesaid, no share shall be transferred to a person who is not a shareholder so long as any shareholder is willing to purchase the same at the fair value as hereinafter defined.
- (2) Except where the transfer is made pursuant to sub-clause (1) of this Article, the person proposing to transfer any share (hereinafter called " the proposing transferor ") shall give notice in writing (hereinafter called " the transfer notice ") to the Company that he desires to transfer such share. The transfer notice shall specify the sum he fixes as the price of the share (hereinafter called " the vendor's price "), and shall constitute the Company his agent for the sale of the share to any shareholder of the Company or person selected as aforesaid at the vendor's price, or (at the option of the purchaser) at the fair value as hereinafter defined. The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each, and shall specify the denoting number of each share which the proposing transferor desires to sell. A transfer notice shall not be revocable except with the sanction of the Directors.
- (3) If the Company shall within the space of ninety days after being served with such notice, find a shareholder willing to purchase the share (hereinafter called " the purchasing shareholder ") and give notice thereof to the proposing transferor, he shall be bound, upon payment of the fair value, to transfer the share to the purchasing shareholder.
- (4) The Company shall at each Annual General Meeting, by resolution, determine the fair value of each share of the Company, and the value so determined shall, for all purposes of this Article, be deemed to be the fair value of a share as from the date of the Annual General Meeting of the Company until the end of the next succeeding Annual General Meeting. In the case of any transfer notice served before the Annual General Meeting to be held in the year 1917, the Directors shall determine the fair value of the shares comprised in every such notice.
- (5) If in any case the proposing transferor, after having become bound as aforesaid makes default in transferring any share, the Company may receive the purchase money and shall thereupon cause the name of the purchasing shareholder to be entered in the register as the holder of that share, and shall hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing shareholder, and, after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person. Each shareholder and the representative of a bankrupt shareholder shall appoint and be deemed to appoint the Secretary of the Company as Attorney for the purpose of executing any transfer of shares carried out under this clause, and any transfer executed by the Secretary in accordance therewith shall be binding on the seller or transferor of shares, and a receipt by the Secretary for the purchase price shall be a good discharge to the buyer.

- (6) If the Company shall not within the space of ninety days after being served with the transfer notice find a shareholder willing to purchase all the shares comprised therein, and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months after the expiration of the said period of ninety days, be at liberty, subject to Article 37, to sell and transfer the said shares, or such of them as have not been sold to a purchasing shareholder, to any person and at any price.
- (7) The Company in General Meeting may make, and from time to time vary, rules as to the mode in which any shares specified in any transfer notice shall be offered to the shareholders, and as to their rights in regard to the purchase thereof, and in particular may give any shareholder or class of shareholders a preferential right to purchase the same. Until otherwise determined every such share shall be offered to the shareholders in such manner as the Directors shall in their absolute discretion determine.

43. Any curator of any minor shareholder, or any person becoming entitled to share 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 may, 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 Directors think sufficient, be registered as a shareholder in respect of such shares, or may, subject to the regulations as to transfers hereinbefore contained, transfer such shares. This clause is hereinafter referred to as "the transmission clause."

44. The Directors may call on any shareholder who has ceased to be employed under the Company, or on the executors or administrators of a deceased shareholder, or on any person or persons in whom under Article 42 or 43 hereof the shares of any shareholder may for the time being be vested, to sell and transfer all or any number of his shares or of the shares of such deceased shareholder (as the case may be) for a consideration equal to the amount paid up on the shares to such persons and in such manner as the Directors shall at any time or from time to time direct; and if such shareholder so ceasing to be employed as aforesaid or the executors or administrators of such deceased shareholder or the person or persons in whom under Article 42 or 43 hereof the shares of any shareholder may for the time being be vested as aforesaid do not forthwith comply with such call, he or they shall be deemed to have served the Company with a Transfer Notice under sub-section (2) of Article 42 hereof, and to have specified therein a sum equal to the amount paid up on the shares as the fair value thereof, and the provisions of sub-sections (3), (5), and (6) of Article 42 shall take effect *mutatis mutandis*. All dividends payable in respect of such of the shares as may not for the time being have been sold and transferred under this Article shall down to the date of actual completion of the sale and transfer belong to and be retained by the holder or holders for the time being of the shares. Provided, however, that in the event of the death of Anthony Ansdell Delmege, his executors or administrators or any person or persons in whom all or any of his shares may for the time being be vested under the provisions of Article 42 or 43 hereof or under any settlement executed by him shall be at liberty at any time after his death to transfer the shares held by him or by such person or persons aforesaid to whomsoever they may elect to transfer the same and the Directors shall accept such transfer and Article 37 shall not apply to the transfer of any shares held by him or by such person or persons aforesaid.

INCREASE AND REDUCTION OF CAPITAL.

45. The Company in General Meeting may from time to time increase the capital by the 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 meeting shall determine.

46. 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 upon the creation thereof 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 dividends, and in the distribution of assets of the Company, and with a special or without any right of voting. The Directors shall have power to add to such new shares such an amount of premium as they may consider proper.

47. Subject to any direction to the contrary that may be given by the resolution sanctioning the increase of capital, all new shares shall be offered to the then 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 Directors may dispose of the same in such manner as they think most beneficial to the Company.

48. 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 payment of calls and instalments, transfer and transmission, forfeiture, lien, and otherwise.

49. The Company may from time to time by special resolution reduce its capital in any manner and with and subject to any incident authorized and consent required by law. And the Company may also by special resolution subdivide or consolidate its shares or any of them.

MODIFICATION OF RIGHTS.

50. If at any time the capital is divided into shares of different classes—

- (1) The holders of any class of shares either in writing or by an extraordinary resolution passed at a meeting of such holders may 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;
- (2) All or any of the rights, privileges, and conditions attached to each class may be commuted, abrogated, abandoned, added to, or otherwise modified by a special resolution of the Company in General Meeting, provided the holders of any class of shares, affected by any such commutation, abrogation, abandonment, addition, or other modification of such rights, privileges, and conditions, consent thereto, on behalf of a majority of the holders of shares of the class, either in writing or by an extraordinary resolution passed at a meeting of such holders.

Any extraordinary resolution passed under the provisions of this Article 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 as aforesaid in any case in which but for this Article the object of the resolutions could have been effected without it. For the purposes of this Article, the consent in writing of the holders of at least three-fourths of the issued shares of that class shall be sufficient to bind and shall bind all the holders of shares of the class.

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 shareholder, not being a Director, shall be entitled to notice thereof or to attend thereat, unless he be a holder of shares of the class intended to be affected by the resolution, and that no vote shall be given except in respect of a share of that class, and

that at any such meeting a poll may be demanded in writing by any shareholder personally present and entitled to vote at the meeting. Provided that the quorum necessary for any meeting under this Article shall be two persons at least, holding or representing by proxy three-fourths of the issued shares of the class.

BORROWING POWERS.

52. The Directors or a majority of them may from time to time at their discretion, raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company.

53. The Directors or a majority of them may raise or secure the repayment of such moneys in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debentures or debenture stock of the Company charged upon all or any part of the property of the Company (both present and future), including its uncalled or unissued capital for the time being.

GENERAL MEETINGS.

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

55. 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, at such time and place as may be determined by the Directors.

56. The above-mentioned General Meetings shall be called Ordinary General Meetings, all other meetings of the Company shall be called Extraordinary General Meetings.

57. The Directors may, whenever they think fit, and they shall upon a requisition made in writing by shareholders holding in the aggregate one-half of the issued capital, convene an Extraordinary General Meeting.

58. Any such requisition shall specify the object of the meeting required, and shall be signed by the shareholders making the same, and shall be deposited at the office. It may consist of several documents in like form, each signed by one or more of the requisitionists. The meeting must be convened for the purposes specified in the requisitions and if convened otherwise than by the Directors, for those purposes only.

59. In case the Directors do not proceed to cause an Extraordinary General Meeting to be held within sixty days after such deposit, the requisitionists or a majority of them in value may themselves convene a meeting to be held within three calendar months after such deposit.

60. Sixty days' notice, specifying the place, day, and hour of meeting, and, in case of special business, the general nature of such business shall be given by notice sent by post, or otherwise served as hereinafter provided; and with the consent, in writing, of the holders of the majority of the shares in the Company a meeting may be convened by a shorter notice, and in any manner they think fit.

61. Whenever it is intended to pass a special resolution, the two meetings may be convened by one and the same notice, and it shall be no objection that the notice only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

62. The accidental omission to give any such notice to any of the shareholders shall not invalidate any resolution passed at any such meeting.

PROCEEDINGS AT GENERAL MEETINGS.

63. Every Ordinary General Meeting other than the first one 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 made in the notice or notices upon which the meeting was convened.

64. 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.

65. Two shareholders personally present and entitled to vote shall be a quorum for a General Meeting for the choice of a Chairman and the adjournment of the meeting. For all other purposes the quorum for a General Meeting shall be shareholders personally present and entitled to vote, not being less than three in number, and holding or representing by proxy not less than one-fourth part of the issued capital of the Company. No business shall be transacted at any General Meeting unless the quorum requisite be present at the commencement of the business.

66. The Governing Director or, if there be none, the Chairman of the Directors shall be entitled to take the chair at every General Meeting, or if there be no Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting, the shareholders present shall choose another Director as Chairman, and if no Director 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.

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

68. No business shall be discussed at any General Meeting except the election of a Chairman whilst the chair is vacant.

69. Every question submitted to a meeting shall be decided, in the first instance, by a show of hands, and in the case of an equality of votes, the Chairman shall, both on show of hands and at the poll, have a casting vote, in addition to the vote or votes to which he may be entitled as a shareholder. On a show of hands a shareholder present only by proxy shall have no vote, but a proxy for a corporation may vote on a show of hands, though not himself a shareholder.

70. At any General Meeting, unless a poll is demanded by the Chairman, or by at least five shareholders, or by a shareholder or shareholders holding or representing by proxy or entitled to vote in respect of at least one-half part of the capital represented at the meeting, a declaration by the Chairman that a resolution has been carried, or carried by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

71. If a poll is demanded as aforesaid it shall be taken in such manner and at such time and place as the Chairman of the meeting directs, 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 may be withdrawn.

72. The Chairman of a General Meeting may, with the consent of the meeting, adjourn the same 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.

73. Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken at the meeting, and without adjournment.

74. 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.

VOTES OF SHAREHOLDERS.

75. On a show of hands every shareholder present in person and entitled to vote shall have one vote, and upon a poll every shareholder present in person or by proxy and entitled to vote shall have one vote for every share held by him.

76. Any person entitled under the transmission clause to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that, forty-eight hours at least before the time of holding the meeting or adjourned meeting at which he proposes to vote, he shall satisfy the Directors of his right to transfer such shares, unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

77. Where there are joint registered holders of any shares, any one of such persons may vote at any meeting, either personally or by proxy, in respect of such share as if he were solely entitled thereto; and, if more than one of such joint-holders be present at any meeting personally or by proxy, that one of the said persons so present whose name stands first on the register in respect of such share shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased shareholder in whose name any share stands shall, for the purposes of this clause, be deemed joint-holders thereof.

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

79. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney, duly authorized in writing, or, if such appointor is a corporation, under its common seal. No person shall be appointed a proxy who is not a shareholder of the Company and qualified to vote, but a corporation, being a shareholder of the Company, may appoint any one of its officers to be its proxy, although such officer is not a shareholder of the Company.

80. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting, or adjourned meeting, as the case may be, at which the person named in such instrument proposes to vote.

81. Every instrument of proxy, whether for a specified meeting or otherwise, shall, as nearly as circumstances will admit, be in the form or to the effect following:—

Delmege, Reid & Company, Limited.

"I, _____, of _____, being a shareholder of Delmege, Reid & Company, Limited, hereby appoint A. B., of _____ or failing him, C. D., of _____ or failing him, E. F., of _____, as my proxy, to vote for me and on my behalf at the Ordinary (or Extraordinary) General Meeting of the Company, to be held on the _____ day of _____, and at any adjournment thereof, and at any poll which may be taken in consequence thereof.

"As witness my hand, this _____ day of _____."

82. No shareholder shall be entitled to be present or to vote on any question, either personally or by proxy, or as proxy for another shareholder, at any General Meeting, or upon a poll, or be reckoned in a quorum, whilst any call or other sum shall be due and payable to the Company in respect of any of the shares of such shareholder.

83. Any resolution passed by the Directors, notice whereof shall be given to the shareholders in the manner in which notices are hereinafter directed to be given, and which shall, within three months after it shall have been so passed, be ratified and confirmed in writing by shareholders entitled at a poll to three-fifths of the votes, shall be as valid and effectual as a resolution of a General Meeting, but this clause shall not apply to a resolution for winding-up the Company or to a resolution passed in respect of any matter which by the Ordinance or these presents ought to be dealt with by special or extraordinary resolution.

GOVERNING DIRECTOR.

84. Anthony Ansdell Delmege shall be the Governing Director and (subject as hereinafter mentioned) shall hold that office during his life, and whilst he holds that office the government and control of the Company shall be vested in him, and he may exercise all the powers, authorities, and discretions hereby expressed to be vested in the Directors, and all the other Directors (if any) for the time being of the Company shall be under his control and shall be bound to conform to his directions in regard to the Company's business.

85. The said Anthony Ansdell Delmege whilst holding the office of Governing Director may from time to time, and at any time, appoint any other persons (not exceeding six in number) to be Directors of the Company, and may define, limit, and restrict their powers, and may fix and determine their remuneration and duties, and may at any time remove any Director howsoever appointed, and may at any time convene a General Meeting of the Company. Every such appointment and removal of a Director must be in writing under the hand of the Governing Director.

86. The said Anthony Ansdell Delmege whilst holding the office of Governing Director shall be entitled to remuneration for his services as may from time to time be arranged by the Directors, and shall give such time and attention to the affairs of the Company as he shall think fit.

87. The said Anthony Ansdell Delmege may at any time, by notice in writing to the Company, resign his office of Governing Director, and shall, *ipso facto*, vacate the same if he be found lunatic or become of unsound mind; and if he shall resign his said office he shall, if willing to act, become an ordinary Director.

ORDINARY DIRECTORS.

88. Whilst the said Anthony Ansdell Delmege holds the office of Governing Director the ordinary Directors shall be such persons, if any (not exceeding six in number), as he shall from time to time appoint under the power in that behalf hereinbefore given to him; and upon the said Anthony Ansdell Delmege ceasing to be the Governing Director, a General Meeting of the Company shall forthwith be convened for the purpose of appointing Directors and determining all matters not herein expressly provided for relating to the future management of the Company by Directors. Such meeting shall be convened by the said Anthony Ansdell Delmege if living and capable of acting, or if he be dead, or does not convene the same within seven days after he ceases to be Governing Director, then by the Directors (if any) in office; and if there are none, or if they do not convene the meeting within seven days after the power to do so arises, then by the holders of at least one-half of the issued capital of the Company for the time being; and for the purposes of this provision the executors or administrators of a deceased shareholder shall be deemed to be the holders of any shares standing in his name. The Directors (if any) in office at the time of the said Anthony Ansdell Delmege ceasing to be the Governing Director may act until the holding of the said meeting, but shall (with the exception of the said Anthony Ansdell Delmege, if living and capable of acting and willing to act as an ordinary Director) retire at the said meeting, and shall be eligible for election thereat. The qualification of every Director shall be the holding of shares in the Company of the nominal value of Rs. 1,500.

89. The following provision shall, after the said Anthony Ansdell Delmege shall have ceased to hold the office of Governing Director, apply, that is to say—

- (1) The number of Directors shall not be less than three nor more than seven.
- (2) The continuing Directors may act notwithstanding any vacancy in their body.

(3) A Director shall have the power to nominate, in writing, any person, who is not disapproved of by a majority of the other Directors of the Company, to act as alternate Director for a period (not to exceed six months) in his place, and at his discretion to remove such alternate Director; and on the appointment being made, the alternate Director shall be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company, and each alternate Director, whilst acting in the place of an absent Director, shall exercise and discharge all the duties of the Director he represents, but shall look to such Director solely for his remuneration, and shall not be entitled to claim remuneration from the Company. The instrument appointing or removing an alternate Director shall be deposited at the office before it is acted upon.

(4) The office of a Director shall be, *ipso facto*, vacated—

- (a) If he accepts or holds any other office under the Company except that of Managing Director, Secretary, Agent or Manager of the Company's business.
- (b) If he becomes bankrupt, or suspends payment, or compounds with his creditors.
- (c) If he is found lunatic, or becomes of unsound mind.
- (d) If not already holding, he fails within two months of his appointment to acquire or subsequently ceases to hold the required amount of shares to qualify him for office.
- (e) If he absents himself from the meetings of the Directors during a period of three calendar months without special leave of absence from the Directors. Provided that this provision shall not apply to any Director who shall for the time being be employed or engaged in serving the Company in the United Kingdom or elsewhere outside Ceylon.
- (f) If by notice in writing to the Company he resign his office.
- (g) If the holder or holders of a majority of the shares of the Company request him in writing to resign, or if at a General Meeting of the Company of which due notice shall have been given, shareholders representing a majority of the issued capital of the Company pass a resolution calling on him to resign; and the office shall become vacant immediately on such resolution being passed.

CONTRACTS BY DIRECTORS.

90. No Director shall be disqualified by his office from contracting with the Company either as a vendor, purchaser, or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relation thereby established, but (except in those cases in which his co-Directors shall have knowledge of his interest, and except also in the case of the said Anthony Ansdell Delmege, whilst acting as Governing Director) it is declared that the nature of his interest must be disclosed by him at the meeting of Directors at which the contract or arrangement is determined on, if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest, and that except as aforesaid and in respect of the agreement referred to in Article 5 hereof, no Director shall as a Director vote in regard to any contract or arrangement in which he is so interested as aforesaid, and if he do so vote his vote shall not be counted, nor shall he be reckoned in estimating a quorum when any such contract or arrangement is under consideration.

PROCEEDINGS OF DIRECTORS.

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

92. The said Anthony Ansdell Delmege, whilst holding the office of Governing Director, and, after he shall have ceased to hold the same, any Director may at any time convene a meeting of the Directors. Questions arising at any meeting shall be decided by a majority of votes, and a Director shall have one vote for every share held by him. Votes may be given either personally or by proxy, but a proxy must be one of the Directors, and must be appointed in writing under the hand of the appointor.

93. The said Anthony Ansdell Delmege shall, so long as he remains a Director and is willing to act, be the Chairman of the Directors. Subject as aforesaid, the Directors may elect a Chairman of their meetings and determine the period for which he is to hold office; but if no such Chairman is elected, or if at any meeting the Chairman is not present at the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.

94. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally.

95. The Directors may delegate any of their powers to Committees consisting of such member or members of their body as they think fit. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed upon it by the Directors.

96. The meetings and proceedings of any such committee, consisting of two or more shareholders, shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the last preceding clause.

97. All acts done by any meeting of the Directors, or by a committee of Directors, or by any person acting as a Director, shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

98. In the absence of the Governing Director and until he shall otherwise direct, 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.

99. If any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going to or residing in any particular locality, or otherwise, for any of the purposes of the Company, the Company shall remunerate the Director so doing either by a fixed sum or by a percentage of profits, or otherwise, as may be determined by the Directors, and such remuneration may be either in addition to or in substitution for his or their ordinary remuneration.

MINUTES.

100. The Directors shall cause minutes to be duly entered in books provided for the purpose:—

- (1) Of all appointments of officers.
- (2) Of the names of the Directors present at each meeting of the Directors, and of any committee of Directors.
- (3) Of all orders made by the Directors and committees of Directors.
- (4) Of all resolutions and proceedings of General Meetings and of meetings of the Directors and committees.

— And any such minutes of any meeting of the Directors or of any committee or of the Company, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be receivable as *prima facie* evidence of the matters stated in such minutes.

POWERS OF DIRECTORS.

101. Subject and without prejudice to the provisions of clause 84 hereof, the management of the business of the Company shall be vested in the Directors, who in addition to the powers and authorities by these presents or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company, and are not hereby or by the Ordinance expressly directed or required to be exercised or done by the Company in General Meeting, but subject nevertheless to the provisions of the Ordinance and of these presents and to any regulations from time to time made by the Company in General Meeting; provided that no regulations so made shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

102. Without prejudice to the general powers conferred by the last preceding clause and the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers, that is to say, power:—

(1) To pay the costs, charges, and expenses, preliminary and incidental, to the promotion, formation, establishment, and registration of the Company.

(2) To purchase or otherwise acquire for the Company any property, rights, or privileges which the Company is authorized to acquire, at such price, and generally on such terms and conditions as they think fit.

(3) At their discretion to pay for any property, rights, or privileges acquired by, or service rendered, to the Company, either wholly or partially in cash or in shares, bonds, debentures, or other securities of the Company, and any such shares may be issued as either fully paid up or with such amount credited as paid up thereon, as may be agreed upon; and any such bonds, debentures, or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being, or in such other manner as they think fit.

(5) To appoint, and at their discretion, remove, or suspend such managers, secretaries, officers, clerks, agents, or servants for permanent, temporary, or special services, as they may from time to time think fit, and to determine their powers and duties, and fix their salaries or emoluments, and to require security in such instances and to such amount as they think fit.

(6) To accept from any shareholder, on such terms and conditions as shall be agreed, a surrender of his shares or any part thereof, so far as the same may lawfully be surrendered.

(7) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested, or for any other purposes, and to execute and do all such deeds and things as may be requisite in relation to any such trust, and to provide for the remuneration of such trustee or trustees.

(8) To institute, conduct, defend, compound, or abandon any 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 or demands by or against the Company.

(9) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.

(10) To make and give receipts, releases, and other discharges for money payable to the Company and for the claims and demands of the Company.

(11) To determine who shall be entitled to sign on the Company's behalf, bills, notes, receipts, acceptances, indorsements, cheques, releases, contracts, and documents.

(12) To invest and deal with any of the moneys of the Company not immediately required for the purposes thereof upon such securities and in such manner as they may think fit, and from time to time to vary or realize such investments.

(13) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, covenants, and provisions as shall be agreed upon.

(14) To give to any officer or other person employed by the Company a commission on the profits of any particular business or transaction, or a share in the general profits of the Company, and any such commission, or share of profits, shall be treated as part of the working expenses of the Company.

(15) Before recommending any dividend, to set aside out of the profits of the Company in any year—

- (a) Such sums as they think proper as a reserve fund, to meet contingencies, or for equalizing dividends, or for repairing, improving, or maintaining any of the property of the Company, and for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company, and to invest the several sums so set aside upon such investments (other than shares of the Company) as they may think fit, and from time to time to 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, with full power to employ the assets constituting the reserve fund in the business of the Company, and that without being bound to keep the same separate from the other assets; and
- (b) Such sums (hereinafter referred to as the "Special Distribution Fund") as they think proper for distribution amongst those shareholders of the Company who, in the opinion of the Directors, have at any time, whether during such year or previously, by introducing customers or otherwise supporting or bringing or influencing to be brought business to the Company, contributed to the profits of the Company in that year, and to distribute such sums amongst those shareholders in such shares and proportions as the Directors shall (regard being had to the benefit derived by the Company during that year from the customers, support, or business so introduced, brought or influenced to be brought by them respectively) deem fair and proper.

(16) From time to time to make, vary, and repeal by-laws for the regulation of the business of the Company, its officers, and servants, or any section thereof.

(17) To enter into all such negotiations and contracts, and rescind and vary all such contracts, and execute and do all such acts, deeds, and things in the name and on behalf of the Company as they consider expedient for or in relation to any of the matters aforesaid, or otherwise for the purposes of the Company.

103. The Directors may from time to time provide for the management of the affairs of the Company abroad in such manner as they shall think fit, and the provisions contained in the six next following paragraphs shall be without prejudice to the general powers conferred by this paragraph:—

(1) The Directors from time to time, and at any time, may establish any local boards or agencies for managing any of the affairs of the Company abroad, and may appoint any persons to be members of such local board or any managers or agents, and may fix their remuneration;

(2) The Directors from time to time, and at any time, may delegate to any person so appointed any of the powers, authorities, and discretions for the time being vested in the Directors, and may authorize the members for the time being of any such local board, or any of them, to fill up any vacancies therein, and to act notwithstanding vacancies; and any

such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit; and the Directors may at any time remove any person so appointed, and may annul or vary any such delegation.

(3) The Directors may at any time, and from time to time, by power of attorney under the Seal, appoint any persons to be the attorneys of the Company for such purposes and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the Directors under these presents), and for such period and subject to such conditions as the Directors may from time to time think fit, and any such appointment may (if the Directors think fit) be made in favour of the members or any of the members of any local board established as aforesaid, or in favour of any company, or of the members, directors, nominees, or managers of any company or firm, or otherwise in favour of any fluctuating body of persons, whether nominated directly or indirectly by the Directors; and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorneys as the Directors think fit.

(4) Any such delegates or attorneys as aforesaid may be authorized by the Directors to subdelegate all or any of the powers, authorities, and discretions for the time being vested in them.

(5) The Company may cause to be kept in any place in which it transacts business a branch register of shareholders resident in such place, and the Directors may from time to time make such provisions as they may think fit respecting the keeping of any such branch register.

(6) The Directors may comply with the requirements of any local law which in their opinion it shall in the interests of the Company be necessary or expedient to comply with.

THE SEAL.

104. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors or a committee of the Directors previously given, and in the presence of two Directors at least, who shall sign every instrument to which the Seal is affixed.

DIVIDENDS.

105. The nett profits shall (after such amount, if any, as the Directors may think fit has been set aside for a Reserve Fund and for the Special Distribution Fund) be applied in paying a dividend upon the shares in proportion to the amounts paid up on such shares respectively; provided nevertheless that where capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not whilst carrying interest confer a right to participate in profits. The Directors shall recommend to the Annual General Meeting the amount (if any) which they consider should be paid as dividend, and the meeting shall declare the dividend to be paid, and fix the time for payment, but such dividend shall not exceed the amount recommended by the Directors. The amount which may have been set aside as a Reserve Fund shall be deemed to remain undivided profit, and may be applied for division as dividend in any subsequent year or for such purposes as the Directors may recommend.

106. No dividend shall be payable except out of the profits of the Company. No dividend shall carry interest as against the Company.

107. The declaration of the Directors as to the amount of the nett profits of the Company shall be conclusive.

108. The Directors may from time to time pay to the shareholders such interim dividends as in their judgment the position of the Company justifies.

109. The Directors may retain any dividends on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities, or engagements in respect of which the lien exists.

110. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

111. The Directors may retain the dividends payable upon shares in respect of which any person is under the transmission clause entitled to become a shareholder, or which any person under that clause is entitled to transfer, until such person shall become a shareholder in respect thereof, or shall duly transfer the same.

112. In case several persons are registered as the joint-holders of any share, any one of such persons may give effectual receipts for all dividends and payments on account of dividends in respect of such share.

113. Unless otherwise directed, any dividend may be paid by cheque, or warrant sent through the post to the registered address of the shareholder entitled, or in the case of joint-holders, to that one whose name stands first on the register in respect of the joint-holding, and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent; but the Company shall not be liable or responsible for the loss of any cheque or dividend warrant sent through the post.

ACCOUNTS.

114. The Directors shall cause true accounts to be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure takes place, and of the assets, credits, and liabilities of the Company.

115. The books of account shall be kept at the registered office of the Company, or at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.

116. The Directors shall from time to time determine whether and to what extent, and at what times and places, and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of the shareholders, and no shareholder (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by the Ordinance, or authorized by the Directors, or by a resolution of the Company in General Meeting.

117. At the Ordinary General Meeting in every year, but not at the First General Meeting, the Directors shall lay before the Company a profit and loss account and a balance sheet containing a summary of the property and liabilities of the Company, made up to a date not more than five months before the meeting, from the time when the last preceding account and balance sheet were made up, or, in the case of the first account and balance sheet, from the incorporation of the Company.

118. Every such balance sheet shall be accompanied by a report of the Directors as to the state and condition of the Company, and as to the amount which they recommend to be paid out of the profits by way of dividend or bonus to the shareholders, and the amount (if any) which they propose to carry to the Reserve Fund or Special Distribution Fund according to the provisions in that behalf hereinbefore contained, and the account, report, and balance sheet shall be signed by the Directors or any three or more of them.

119. A written or printed copy of such account, balance sheet, and report shall for seven days previous to the meeting be open to the inspection of any shareholder; but no shareholder other than the Directors shall be furnished with, or shall take a copy of such account, balance sheet, or report, except with the consent of the Directors previously obtained.

AUDIT.

120. The account of the Company shall from time to time be examined, and the correctness of the balance sheet ascertained by one or more auditor or auditors.

121. 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.

122. The Directors shall appoint the first auditor or auditors of the Company and fix his or their remuneration; 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.

123. Retiring auditors shall be eligible for re-election.

124. 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.

125. 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.

126. 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.

127. All accounts, books, and documents whatsoever of the Company shall at all times be open to the auditors for the purpose of audit.

NOTICES.

128. A notice may be served by the Company upon any shareholder, either personally or by sending it through the post in a prepaid envelope or wrapper addressed to such shareholder at his registered place of address, 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 Secretary or Secretaries of the Company their own or some other address.

129. Each holder of registered shares whose registered place of address is not in Ceylon may, from time to time, notify in writing to the Company an address in the United Kingdom or elsewhere which shall be deemed his registered place of address within the meaning of the last preceding clause.

130. As regards those shareholders who have no registered place of address in Ceylon, a notice posted up in the office shall be deemed to be well served on them at the expiration of twenty-four hours after it is so posted up.

131. Any notice required to be given by the Company to the shareholders, or any of them, and not expressly provided for by these presents, shall be sufficiently given, if given by advertisement in the *Ceylon Government Gazette*.

132. All notices shall, with respect to any registered shares to which persons are jointly entitled be given to whichever of such persons is named first in the register, and notice so given shall be sufficient notice to all the holders of such shares.

133. Any notice sent by post shall be deemed to have been served on the day following that on which the envelope or wrapper containing the same is posted, and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into the post office.

134. Notices from the Company may be authenticated by the signature (printed or written) of the Agent or Secretary or other person or persons appointed by the Board to do so.

INDEMNITY.

135. Every Director, Manager, Secretary, and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses, and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into or act or thing done by him as such officer or servant, or in any way in the discharge of his duties, including travelling expenses.

INDIVIDUAL RESPONSIBILITY OF DIRECTORS.

136. No Director or other officer of the Company shall be liable for the acts, receipts, neglects, or defaults of any other Director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors 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 whatever which shall happen in the execution of the duties of his respective office or in relation thereto, unless the same happen through his own wilful act or default.

ARBITRATION.

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

EVIDENCE.

138. 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.

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

139. 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.

140. 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 that may be due to them, whether by way of capital only or by way of capital and dividend or arrears of dividend or otherwise in accordance with the rights, privileges, and conditions attached thereto, 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, subject to the conditions attached to preference shares (if any) be divided among the shareholders in proportion to the capital paid up or reckoned as paid up on the shares which are held by them respectively at the commencement of the winding up.

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

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names, at Colombo, this 20th day of July, 1916.

A. A. DELMEGE (by his attorney J. A. B. CARVER).

CHARLES GOODMAN (by his attorney J. A. B. CARVER).

J. E. MOXEY (by his attorney J. A. B. CARVER).

SPENCER SHELLEY.

T. S. STEWART.

J. J. B. PALMER.

LESLIE W. F. DE SARAM.

Witness to the above signatures :

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

[Second Publication.]

MEMORANDUM OF ASSOCIATION OF THE MULHALKELLE TEA COMPANY, LIMITED.

The name of the Company is "THE MULHALKELLE TEA COMPANY, LIMITED."

2. The registered office of the Company is to be established in Colombo.

The objects for which the Company is to be established are—

- (a) To purchase from the proprietors thereof the Mulhalkelle estate, situated in the Walapane district, in the Central Province, 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 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 whatsoever.
- (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 purposes of the Company upon the security of cash, credit bonds, or 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 as consideration for the sale or disposal of 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 or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "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 Fifty thousand shares of Ten Rupees each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company, may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
STANLEY BOIS, by his attorney W. SUTHERLAND ROSS, Colombo	One
PERCY BOIS, by his attorney W. SUTHERLAND ROSS, Colombo	One
W. SUTHERLAND ROSS, Colombo	One
E. JOHN, Colombo	One
G. C. SLATER, Colombo	One

Signed by the above-named STANLEY BOIS (by his attorney W. SUTHERLAND ROSS), PERCY BOIS (by his attorney W. SUTHERLAND ROSS), W. SUTHERLAND ROSS, E. JOHN, and G. C. SLATER, at Colombo, the 4th day of July, 1916, in the presence of—

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

C. J. BAYLEY, Ury estate, Badulla	One
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Signed by the above-named C. J. BAYLEY, at Ury estate, Badulla, the 6th day of July, 1916, in the presence of—

H. W. HEBERDEN,
Assistant Planter, Ury, Badulla

R. R. JAQUES, Maturatta	One
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Total number of Shares taken .. Seven

Signed by the above-named R. R. JAQUES, at Maturata, on the 11th day of July, 1916, in the presence of—

C. E. WEDD,
Planter, Maskeliya estate, Maskeliya.

ARTICLES OF ASSOCIATION OF THE MULHAKELLE 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 and comprised in these Articles or not.

INTERPRETATION CLAUSE.

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

The word "Company" means "The Mulhalkelle 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 Five hundred thousand Rupees (Rs. 500,000), divided into Fifty thousand shares of Rupees Ten (Rs. 10) 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 share 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 names 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 among themselves as to who shall vote or give proxies and exercise each 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.

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

27. 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 only.

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 certificaté 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 or 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 moneys 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, or 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 MEETING.

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 a show of hands, 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 or in case of a special resolution by five members present and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

74. If at any meeting a poll be demanded by some Shareholder or in case of a special resolution by five Shareholders 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 Shareholder present in person shall have one vote only. Where a Shareholder is present by an attorney who is not a Shareholder such attorney shall be entitled to vote for such Shareholder on a show of hands. 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 share held by him up to ten shares; he shall have an additional vote for every ten shares held by him beyond the first ten shares up to one hundred shares; and he shall have an additional vote for every twenty-five shares held by him beyond the first one hundred shares. When voting on a special

resolution or a resolution involving the sale of the Company's estates or any portion thereof or the winding up of the Company, every Shareholder shall have one vote for every one share held by him, and a majority of three-fourths of the Shareholders present or represented by proxy or attorney shall be necessary to carry such resolution.

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 one month 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 one month 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 Mulhalkelle 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 two hundred and 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 Three 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 for special extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

88. The first Directors shall be Charles James Bayley, Roland Richard Jaques, and Walter Sutherland Ross, 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 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 Muhalkelle estate and the lease, purchase, or acquisition 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 period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof and otherwise in or about the working and business of the Company.

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

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

The generality of the powers conferred by any clause in these presents on the Directors shall not be taken to be limited by any clause conferring any special or express 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, agreements, bonds, mortgages, proxies to any proctor or proctors, and other documents on behalf of and to further the interests of the Company.

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

110. 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.

111. 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.

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

113. 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.

114. 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.

115. 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.

116. 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.

117. 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.

118. 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.

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

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

120. 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.

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

122. 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.

123. 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.

124. 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.

125. 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.

126. 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.

127. 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.

128. 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.

129. 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.

130. 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.

131. 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.

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

133. 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.

134. 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.

135. 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 day time have access to all accounts, books, and documents whatsoever of the Company for the purpose of audit.

DIVIDENDS, BONUS, AND RESERVE FUND.

136. 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.

137. 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.

138. 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.

139. 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 and 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.

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

141. 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.

142. 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.

143. 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.

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

145. 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.

146. 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.

147. 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.

148. 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.

149. 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.

150. 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.

151. 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.

152. 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.

153. 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.

154. 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.

155. 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 the places and on the days and dates hereafter written.

STANLEY BOIS, by his attorney W. SUTHERLAND ROSS.

PERCY BOIS, by his attorney W. SUTHERLAND ROSS.

W. SUTHERLAND ROSS.

E. JOHN.

G. C. SLATER.

Signed by the above-named STANLEY BOIS (by his attorney W. SUTHERLAND ROSS), PERCY BOIS (by his attorney W. SUTHERLAND ROSS), W. SUTHERLAND ROSS, E. JOHN, and G. C. SLATER, at Colombo, the 4th day of July, 1916, in the presence of—

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

C. J. BAYLEY.

Signed by the above-named C. J. BAYLEY, at Ury estate, Badulla, the 6th day of July, 1916, in the presence of—

H. W. HEBERDEN,
Assistant Planter, Ury, Badulla.

R. R. JAQUES.

Signed by the above-named R. R. JAQUES, at Matuiata, the 11th day of July, 1916, in the presence of—

C. E. WEDD,
Planter, Maskeliya estate, Maskeliya.

MEMORANDUM OF ASSOCIATION OF THE KEGALLE RUBBER AND TEA COMPANY OF CEYLON, LIMITED.

1. The name of the Company is "THE KEGALLE RUBBER AND 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 acquire and take over as going concerns the Mount Prospect and Kekunagalla estates in the Kegalle District of Ceylon.
 - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other estate or estates, 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 any land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere or portions thereof as a tea 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 tea, rubber, coconuts, 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 tea and rubber 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 (e) or (g), or for the manufacture and preparation for market of tea, or any other produce in such or any other factory.
 - (j) To prepare, cure, manufacture, treat, and prepare for market rubber, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, plumbago, minerals, 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 tea, rubber, coconuts, 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 tea, rubber, and other products, or any such business on behalf of the Company or as Agents for others and on commission or otherwise.
 - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
 - (n) To establish and maintain in the United Kingdom, India, Ceylon, or elsewhere stores, shops, and places for the sale of tea, rubber, 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 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 or 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 or otherwise shares or bonds in, 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 undertakings 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 as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company, in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "company" includes companies or corporations, and the word "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 Seven hundred and fifty thousand Rupees (Rs. 750,000), divided into 15,000 shares of Rs. 50 each with power to increase or reduce the capital. The share 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.
H. G. BOIS, Colombo	One
E. H. LAWRENCE, Colombo	One
W. G. MACVICAR, Colombo	One
F. H. YEATS, Colombo	One
WILLIAM MOIR, Colombo	One

Signed by the above-named H. G. BOIS, E. H. LAWRENCE, W. G. MACVICAR, F. H. YEATS, and WILLIAM MOIR, at Colombo, this Thirteenth day of July, 1916, in the presence of—

E. R. WILLIAMS,
Proctor, Supreme Court, Colombo.

R. S. AGAR, Talawakellie	One
WILLIAM J. R. HAMILTON, Dolosbage	One

Total Shares taken .. Seven

Signed by the above-named R. S. AGAR and WILLIAM J. R. HAMILTON, at Hatton, this Twenty-fifth day of July, 1916, in the presence of—

T. C. VAN ROOYEN,
Proctor, Supreme Court, Hatton.

**ARTICLES OF ASSOCIATION OF THE KEGALLE RUBBER AND 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 and comprised in these Articles or not. None of the funds of the Company shall be employed in the purchase of, or be lent on the shares of, the Company.

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 Kegalle Rubber and 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' Ordinances, 1861," and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

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

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

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

"Shareholder" means a Shareholder of the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

4. The original capital of the Company is Seven hundred and Fifty thousand Rupees (Rs. 750,000), divided into 15,000 shares of 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 in like manner, and with like sanction, may reduce the capital of the Company, and may subdivide or consolidate the shares forming the capital of the Company or any of them.

SHARES.

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

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

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

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

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

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

16. In the 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 clauses 35 and 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 under the common seal of the Company, specifying the 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 names of two or more persons not a firm shall be delivered to the person first named on the register.

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

27. 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 the case of shares not fully paid up, to any person not approved by them; and in no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declinature shall be absolute.

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

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

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

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 under clause 36 in respect of any share on which the Company has any lien 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, interests, and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at nine per centum per annum, and the Directors may enforce the payment thereof if they think fit.

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

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

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 in respect of any other debt or claim, 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 or Secretaries, that the power of sale given by clause 45 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

48. 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 or 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 effected 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 Two hundred thousand Rupees.

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

54. For the purpose of securing the repayment of any such 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 or 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 MEETING.

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 twenty-one 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 made 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 in the first instance by a show of hands, and in case there shall be an equality of votes, the Chairman as 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 (or in the case of a special resolution by five members) present and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

74. If at any meeting a poll shall be demanded by some Shareholder (or in the case of a special resolution by five Shareholders) present at the meeting and entitled to vote, the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and place and in such manner as the Chairman shall direct, and in such case every Shareholder shall have the number of votes to which he may be entitled as hereinafter provided; and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder or proxy or attorney 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 Shareholder present in person shall have one vote only. Where a Shareholder is present by an attorney who is not a Shareholder such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder present in person or by proxy or attorney shall have one vote for every share held by him. When voting on a resolution involving the sale of the Company's estates or any portion thereof or the winding up of the Company, a majority of three-fourths of the Shareholders present or represented by proxy or attorney shall be necessary to carry such resolution.

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

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

80. No Shareholder shall be entitled to vote or speak 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 fourteen days previously to the time of holding the meeting at which he proposes to vote or speak.

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

82. No person shall be entitled to hold a proxy who is not a Shareholder of the Company.

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 Kegalle Rubber and 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 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 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.

88. The first Directors shall be Roper Shelton Agar, Harry Gordon Bois, and George Mortimer 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 or Secretaries, 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 persons appointed to fill such vacancy shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

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

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

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

99. The Company may by a special resolution remove any Director before the expiration of his period of office, and may, by an ordinary resolution, appoint another person in his stead. The Director so appointed shall hold office only during such time as the Director in whose place he is appointed would have held the same 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 respective wilful acts or defaults; and no Director or officer shall, nor shall the heirs, executors, or administrators of any Director or officer, be liable for the acts or defaults of any other Director or officer, or for any loss or expense happening to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortuous act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own wilful act or default.

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

DISQUALIFICATION OF DIRECTORS.

102. The office of the Director shall be vacated—

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

Provided that no Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company of which he is a Director, or by his being Agent, or Secretary, or Solicitor, or by his being a member of a firm who are Agents, or Secretaries, or Solicitors of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

POWERS OF DIRECTORS.

103. The Directors shall have power to carry into effect the lease, purchase, or acquisition of any 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, and other 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, 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 used or affixed to any deed or instrument except in the presence of two or more of the Directors or of one Director and the Secretary or Secretaries of the Company, who shall attest the sealing thereof, such attestation on the part of 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.

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

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and of 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 times 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.

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 if present, but if there be a vacancy in the office of Chairman, or if at any meeting of Directors the Chairman be not present at the time appointed for holding the same, then and in that case the Directors present shall choose one of their number to be Chairman of such meeting.

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

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

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

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

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

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

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

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

ACCOUNTS.

122. The Agent or Secretary or the Agents or Secretaries for the time being, or, if there be no Agent or Secretary or Agent 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 stand, 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.

AUDIT.

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.

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 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 or for repayment of mortgages or for other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company and may 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.

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, improving, maintaining, or extending any of the property or plant of the Company, or any part thereof, or for the redemption of mortgages, 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 shall name and register in the books of the Company an address in 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.

157. If the Company shall be wound up whether voluntarily or otherwise the liquidator or liquidators may with the sanction of a special resolution of the Company divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company and in particular any class may be given preferential or special rights or may be excluded altogether or in part and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference, in the purchasing Company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on, or any sale made of, any or all of the assets of the Company in exchange for shares in the purchasing Company either ordinary, fully paid, or part paid, or preference, any contributory who would be prejudiced thereby shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section 6 of the said section provided the provisions of the Ceylon Arbitration Ordinance, 1886, and of the Ceylon Ordinance 2 of 1889 shall apply in place of the English and Scotch Acts referred to in the said sub-section 6 of section 192 of the aforementioned Companies (Consolidation) Act and the said section 192 save as herein excepted shall be deemed to be part and parcel of these present Articles.

In witness whereof the Subscribers to the Memorandum of Association have hereto set and subscribed their names at the places and on the days and dates hereinafter written.

H. G. BOIS.
E. H. LAWRENCE.
W. G. MACVICAR.
F. H. YEATS.
WILLIAM MOIR.

Signed by the above-named H. G. BOIS, E. H. LAWRENCE, W. G. MACVICAR, F. H. YEATS, and WILLIAM MOIR, at Colombo, this Thirteenth day of July, 1916, in the presence of—

E. R. WILLIAMS,
Proctor, Supreme Court, Colombo.

R. S. AGAR.
WILLIAM J. R. HAMILTON.

Signed by the above-named R. S. AGAR and WILLIAM J. R. HAMILTON, at Hatton, this Twenty-fifth day of July, 1916, in the presence of—

T. C. VAN ROOYEN,
Proctor, Supreme Court, Hatton.

[First Publication.]

MEMORANDUM OF ASSOCIATION OF THE TUAN MEE (SELANGOR) RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE TUAN MEE (SELANGOR) RUBBER COMPANY, LIMITED."
2. The Registered Office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (a) To acquire a block of land of about 1,000 acres in the District of Kuala Selangor in the Federated Malay States.
 - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any 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 the Federated Malay States 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 the Federated Malay States 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 the Federated Malay States or elsewhere, or portions thereof, as a rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce rubber, coconuts, tea, coffee, cinchona, cacao, cardamoms, rhea, ramie, plants, trees, and other natural products in the Federated Malay States or elsewhere.
 - (e) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (f) To enter into any arrangement or agreement with Government or any authorities and obtain rights, concessions, and privileges.
 - (g) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise.
 - (h) To lease any factory or other buildings from any company or person.
 - (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (g) or (h), or for the manufacture and preparation for market of tea or any other produce in such or any other factory.

- (j) To prepare, cure, manufacture, treat, and prepare for market rubber, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such rubber, plumbago, minerals, tea, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
- (k) To buy, sell, warehouse, transport, trade, and deal in rubber, coconuts, tea, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
- (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of rubber and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
- (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (n) To establish and maintain in the United Kingdom, India, Ceylon, the Federated Malay States, 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 whatever.
- (o) To cultivate, manage, and superintend estates and properties in the Federated Malay States or elsewhere, and generally to undertake the business of estate agents in the Federated Malay States 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 the Federated Malay States 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 as consideration for the sale or disposal of 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 or in discharge of any other consideration to be received by the Company in money or in shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "company" includes companies or corporations, and the word "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 One million Rupees, divided into One hundred thousand shares of Ten Rupees each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Shareholder.
F. JAS. HAWKES, Colombo	One
F. H. LAYARD, Colombo	One
J. G. MOORE, Colombo	One
F. W. TRELOAR, Colombo	One
Signed by the above-named F. J. HAWKES, F. H. LAYARD, J. G. MOORE, and F. W. TRELOAR, at Colombo, the 22nd day of July, 1916, before me:	
E. R. WILLIAMS, Proctor, Supreme Court, Colombo.	
E. F. BURGESS, Colombo	One
J. T. MUGGERIDGE, Colombo	One
H. G. DONALD, Colombo	One
Total number of Shares taken ..	Seven

Signed by the above-named E. F. BURGESS, J. T. MUGGERIDGE, and H. G. DONALD, at Colombo, the 24th day of July, 1916, before me:

E. R. WILLIAMS,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE TUAN MEE (SELANGOR) RUBBER COMPANY, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

"Shareholder" means a Shareholder of the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

4. The original capital of the Company is One million Rupees (Rs. 1,000,000), divided into One hundred thousand shares of Ten Rupees (Rs. 10) 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, and conditions as such resolution shall direct; and they shall have power to add to such new shares such an amount of premium as may be considered expedient.

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

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

SHARES.

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

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

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

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

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

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

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

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

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

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 35 to become a Shareholder in respect of any share.

18. 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.

19. 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.

20. 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.

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

22. 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.

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

24. 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.

25. The Directors may at their discretion receive from any of the Shareholders willing to advance the same, and upon such terms as they think fit, all or any part of the moneys due upon their respective shares beyond the sums actually called for; and upon the moneys so paid in advance, or upon so much thereof as from time to time and at any time thereafter

exceeds the amount of the calls then made upon, and due in respect of the shares in respect of which such advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance, and the Directors may agree upon, not exceeding, however, six per centum per annum.

TRANSFER OF SHARES.

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

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

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

29. The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares 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.

30. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Two Rupees and Fifty Cents, or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer, upon payment whereof the Directors, subject to the powers vested in them by Articles 29 and 30, shall register the transferee as a Shareholder, and retain the instrument of transfer.

31. 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.

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

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

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

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

36. If any person who shall become entitled to be registered in respect of any share under clause 35 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share; or if in the case of the death of any Shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, 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.

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

38. If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder requiring him to pay the same together with any interest that may have occurred, 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.

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

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

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

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

The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all 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 40 hereof, shall be redeemable after sale or disposal.

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

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

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

46. A certificate in writing under the hands of one of the Directors and of the Secretary, that the power of sale given by clause 44 has arisen and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

PREFERENCE SHARES.

48. Any shares from time to time to be issued or created may from time to time be issued with any such right or 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.

49. 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.

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

BORROWING POWERS.

51. The 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 One hundred thousand Rupees.

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

65. 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.

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

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

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

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

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

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

VOTING AT MEETINGS.

72. At any meeting every resolution shall be decided by a show of hands, 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 (or in the case of a special resolution by five members) present and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

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

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

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

76. On a show of hands every Shareholder present in person shall have one vote only. Where a Shareholder is present by an attorney who is not a Shareholder such attorney shall be entitled to vote for such Shareholder on a show of hands. 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 share held by him up to ten shares; he shall have an additional vote for every ten shares held by him beyond the first ten shares up to one hundred shares; and he shall have an additional vote for every twenty-five shares held by him beyond the first one hundred shares. When voting on a special resolution or a resolution involving the sale of the Company's estates or any portion thereof or the winding up of the Company, every Shareholder shall have one vote for every one share held by him, and a majority of three-fourths of the Shareholders present or represented by proxy or attorney shall be necessary to carry such resolution.

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

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

79. No Shareholder shall be entitled to vote at any meeting unless all calls due from him on his shares have been paid.

80. No Shareholder shall be entitled to be present or to vote in respect of any share which he has acquired by transfer at any meeting held after the expiry of three months from the incorporation of the Company, unless he shall have been the registered holder of the share in respect of which he claims to vote for at least one month prior to the date of such meeting.

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

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

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

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

The Tuan Mee (Selangor) 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 _____.

84. No objection shall be made to the validity of any vote (whether given personally or by proxy or by attorney), except at the meeting or poll at which such 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.

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

DIRECTORS.

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

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

87. As a remuneration for their services, the Directors shall be entitled to appropriate on and after the 1st day of January, 1920, a sum not exceeding Six 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 or extra services herein-after referred to, nor any extra remuneration to the Managing Directors of the company.

88. The first Directors shall be Neander Warburton Davies, Frederick James Hawkes, Charles John Owen, and John Walker, 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 Superintendents of any of the estates, for such time and on such terms as the Directors may determine or may fix by agreement with the person or persons appointed to the office, and they may from time to time revoke such appointment and appoint another or other Secretary, Managing Director, or Managing Directors, and (or) Visiting Agent or Agents or Superintendents.

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

100. Every Director or officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his respective wilful acts or defaults; and no Director or officer shall, nor shall the heirs, executors, or administrators of any Director or officer, be liable for the acts or defaults of any other Director or officer, or for any loss or expense happening to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or for the sufficiency 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 happened 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 a block of land of about 1,000 acres in the District of Kuala Selangor in the Federated Malay States, and the rights or interests of any person or persons therein, and the lease, purchase, or acquisition of any other lands, estates, or property in the Federated Malay States 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 of the Directors, or of one Director and the Secretary or Secretaries, who shall attest the sealing thereof; such attestation on the part of the Secretaries, in the event of a firm being the Secretaries, being signified by a partner or duly authorized manager, attorney, or agent of the said 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 amalgamation, sale, or other disposition into effect so far as a resolution or special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the award.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents, with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.

- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investments.
- (f) To delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in the Federated Malay States, 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.

PROCEEDINGS OF DIRECTORS.

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

113. A Director may 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 if present, but if there be a vacancy in the office of Chairman, or if at any meeting of Directors the Chairman be not present at the time appointed for holding the same, then and in that case the Directors present shall choose one of their number to be Chairman of such meeting.

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

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

ACCOUNTS.

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

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

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

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

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

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

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

AUDIT.

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.

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 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 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, or for repayment of mortgages, or for other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company, and may 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.

140. The Directors may from time to time apply such portion as they think fit of the reserve fund to meet contingencies, or for equalizing dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings, property, or plant of the Company or any part thereof, or for the redemption of mortgages or debentures, 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. 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.

150. 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.

151. 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.

152. Every Shareholder shall name and register in the books of the Company and address in 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.

153. 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.

154. 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.

155. 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.

156. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may, with the sanction of a special resolution of the Company, divide among the contributories in specie any part of the assets of the Company, and may, with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators, with the like sanction, shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company, and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference, in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company either ordinary, fully paid, or part paid, or preference, any contributory who would be prejudiced thereby shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section 6 of the said section provided, the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section 6 of section 192 of the aforesaid Companies (Consolidation) Act, and the said section 192, save as herein excepted shall be deemed to be part and parcel of these present Articles.

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at the places and on the dates hereafter written.

F. JAS. HAWKES.
F. H. LAYARD.
J. G. MOORE.
F. W. TRELOAR.

Signed by the above-named F. J. HAWKES, F. H. LAYARD, J. G. MOORE, and F. W. TRELOAR, at Colombo, the 22nd day of July, 1916, before me :

E. R. WILLIAMS,
Proctor, Supreme Court, Colombo.

E. F. BURGESS.
J. T. MUGGERIDGE.
H. G. DONALD.

Signed by the above-named E. F. BURGESS, J. T. MUGGERIDGE, and H. G. DONALD, at Colombo, the 24th day of July, 1916, before me :

E. R. WILLIAMS,
Proctor, Supreme Court, Colombo.

[First Publication.]

The Saffragam Rubber and Tea Company of
Ceylon, Limited.

29/50
89/97
THE Ordinary General Meeting of the Shareholders of the above Company will be held at their registered office, No. 6, Prince street, Fort, Colombo, on Friday, August 25, 1916.

Business.

To receive the Directors' report and accounts for the season ending June 30, 1916.

To declare a dividend.
To elect a Director.
To appoint an Auditor, and transact any other business that may duly be brought before the Meeting.
The Transfer Books of the Company will be closed from August 12 to 25, 1916, both days inclusive.

By order of the Board of Directors,
J. M. ROBERTSON & Co.,
Agents and Secretaries.

G. J. 137
The Pettiagalla Tea Company, Limited.

NOTICE is hereby given that the First (Statutory) Meeting of Shareholders will be held at the registered office of the Company, No. 18, Upper Chatham street, Colombo, on Thursday, August 24, 1916, at 12 noon.

Business.

1. To receive the report of the Directors and statement of accounts to June 30, 1916.
2. To elect Directors.
3. To appoint an Auditor.
4. To transact any other competent business.

By order of the Directors,
 GORDON FRAZER & Co., LTD.,
 Colombo, August 5, 1916. Agents and Secretaries.

G. J. 130
The Easter Seaton Coconut Estates Company, Limited.

NOTICE is hereby given that the Second Ordinary General Meeting of the Shareholders of the Company will be held at the registered office of the Company, No. 14, Queen street, Colombo, on Tuesday, August 22, 1916, at 12 noon.

Business.

- (1) To receive the report of the Directors and statement of accounts for the year ended June 30, 1916.
- (2) To elect a Director.
- (3) To appoint an Auditor, and transact any other business that may be brought before the Meeting.

By order of the Directors,
 GEORGE STEUART & Co.,
 Colombo, August 4, 1916. Agents and Secretaries.

G. J. 131
The Nilavale Coconut Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Nilavale Coconut Company, Limited, will be held at the registered office of the Company, No. 2, Prince street, Fort, Colombo, on Saturday, August 19, 1916, at 11 A.M., when the subjoined resolution will be proposed:—

“That the Nilavale Coconut Company, Limited, be wound up voluntarily.”

Notice is hereby also given that a further Extraordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Prince street, Fort, Colombo, on Monday, September 4, 1916, at 11 A.M., for the purpose of receiving a report of the proceedings at the above-mentioned meeting, and of confirming (if thought fit) as a special resolution the above-mentioned resolution, and for the purpose of considering, and (if thought fit) of passing the following further resolutions:—

1. “That Mr. Edward Fell Burgess, C.A., of Colombo, be appointed Liquidator for the purpose of winding up the affairs of the Company.”
2. “That Messrs. Ford, Rhodes, Thornton & Co., of Colombo, be appointed to inspect the accounts of the Liquidator as soon as the affairs of the Company are fully wound up.”

By order of the Directors,
 AITKEN, SPENCE & Co.,
 Colombo, August 9, 1916. Agents and Secretaries.

G. J. 132
The Southern Province Transport Company, Limited, Galle.

NOTICE is hereby given that the Second Ordinary General Meeting of the Shareholders of the above Company will be held at the registered office of the Company, No. 57, Pedlar street, Galle, on Saturday, August 19, 1916, at 1 P.M.

Business.

1. To receive the report of the Directors and statement of accounts.
2. To declare a dividend.

3. To elect a Director.
4. To elect Auditors for the ensuing year.
5. To transact any other business that may be brought before the Meeting.

The Transfer Books of the Company will be closed from August 12 to 19, 1916, both days inclusive.

THE SOUTHERN PROVINCE TRANSPORT CO., LTD.,
 Per pro. CHAS. P. HAYLEY & Co.,
 B. PENNY,
 Secretaries and Agents.

G. J. 133
The Coop, Limited.

NOTICE is hereby given that the Statutory Meeting of the Shareholders of this Company will be held at the registered office of the Company, No. 31/32, Chatham street, Fort, Colombo, on Wednesday, August 16, 1916, at 2 P.M., to receive the report of the Directors and statement of accounts for the year ending January 31, 1916, to declare a dividend.

By order,
 F. B. GONSAL,
 Colombo, August 7, 1916. Secretary.

G. J. 134
Auction Sale.

UNDER and by virtue of the decree entered in case No. 43,521 of the District Court of Colombo, I am directed by the said court to put up for sale by public auction on Saturday, September 9, 1916, at 5 P.M., at the spot the following property declared bound and executable for the recovery of the sum of Rs. 725.32, with interest on Rs. 500, at 18 per centum per annum from November 18, 1915, to February 16, 1916, and thereafter interest at 9 per centum per annum on the aggregate amount till payment in full, and costs of suit, Rs. 164.75, to wit:—

All that allotment of land with the buildings thereon bearing assessment No. 252A, situate at Dematagoda road in Colombo, containing in extent 5 9/10 perches.

For further particulars please apply to T. C. S. Jayasinha, Esq., Proctor and Notary Public, 55, Belmont street, Colombo, or to me—

61, Belmont street, H. MARTIN PEIRIS,
 Colombo, August 7, 1916. Auctioneer.

G. J. 135
Auction Sale under Mortgage Decree.

Mariano Leity Ramanaden of Colombo Plaintiff
 No. 42,676. Vs. *G. J. 135*
 Tennekoon Mudiyansele Gunarathamy, Ganarachchi of Myrawatta korale, Diyatara palata, residing at Bohingamuwa, in the District of Kurunegala Defendant.

UNDER the decree entered in D. C., 42,676, Colombo, and by virtue of the order to sell issued to me for the recovery of the amount therein stated, I shall sell by public auction at the spot at 4 P.M. on Saturday, September 2, 1916:—

All that land called Nagahahena and the buildings, plantations, and trees standing thereon, situated at Pannala, in Katugampola korale in Katugampola hatpattu, in the District of Kurunegala, containing in extent 15 acres 2 roods and 3 perches.

For further particulars apply to D. I. Paul Perera, Esq., Proctor, Colombo, or to me—

1, Hulftsdorp, Colombo. C. P. AMERASINGHE,
 Auctioneer and Broker.

G. J. 136
Auction Sale of a Property at Hendimahara.

UNDER decree in case No. 10,119, D. C., Negombo entered in favour of the plaintiff Seena Thana Cadiresa Chetty of Negombo, against the 2nd defendant Senaratgunasekara Vidaneralalage Cornelis Dias Gunasekera of Goigama, and by virtue of the order to sell issued to me,

I shall sell by public auction at the spot at 3 P.M., on Thursday, August 31, 1916, the under-mentioned property, for the recovery of the amount therein stated, to wit:—

The land called Mediwalawatta, situate at Hendimahara, in the District of Negombo, in extent 9 acres 2 roods and 21 perches.

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

Negombo, August 4, 1916. K. L. PEREIRA,
Auctioneer.

Auction Sale of Valuable Properties at Kochchikade and Pallansena, in the District of Negombo.

UNDER mortgage decree in case No. 11,160, D. C., Negombo, entered in favour of the plaintiff, Seena Ana Runa *alias* Seena Ana Runa Seena Narayanan Chetty, by his attorney Seena Ana Runa Sidamberam Chetty of Negombo, against the defendants (1) Sebastian *alias* Bastian Francisco Fernando of Kochchikade and Gabriel Stephen Rodrigo, by his attorney C. F. Pinneo of Negombo, and by virtue of the commission issued to me, for the recovery of the amount therein stated from the said 1st defendant, I shall sell the under-mentioned properties by public auction at the respective spots, on Wednesday, September 6, 1916, viz.:—

At 2 P.M.

1. The land called Kadurugahakumbura, situate at Pallansena, in Dunagaha pattu of Alutkuru korale, in the District of Negombo, in extent 4 acres. Of this land the southern $\frac{1}{2}$ share as secondary mortgage.

At 2.15 P.M.

2. The field called Gangabodaowita, situate at Pallansena aforesaid, in extent 3 acres. Of the $\frac{1}{2}$ share of this land, the $\frac{1}{2}$ share bearing No. 2, as secondary mortgage.

At 2.30 P.M.

3. The portion of the western portion of land called Thalghawatta divided into two parts by the new canal, situate at Pallansena aforesaid, which said portion is in extent 21 yards by the eastern side from north to south, and 10 yards by the western side, and 44 yards by the northern side from east to west, and 33 yards by the southern side in length and breadth, as secondary mortgage.

At 4 P.M.

4. The garden Kirikongahawatta, situate at Kochchikade in Dunagaha pattu aforesaid, in extent 2 roods and 14 perches, and the buildings standing thereon, as primary mortgage.

The last-mentioned land is most delightfully situated at the turn to the Kochchikade railway station, and the tiled buildings thereon is a very commodious and substantial one.

Further particulars from D. L. E. Amarasinghe, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

Negombo, August 3, 1916. M. P. KURERA,
Auctioneer.

Sale under Mortgage Decree of Valuable Properties at Elabodagama and Bowatta in the District of Kurunegala.

UNDER decree in case No. 10,790, D. C., Negombo, entered in favour of the plaintiff, John Wilfred Mendis Abeyasekera of Bombugammana, against the defendants (1) Cheena Muna Ana Mohammadu Abbubakker and (2) Cheena Muna Ana Abdul Samidu, both of Elabodagama, and by virtue of the commission issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned properties by public auction at the respective spots on Monday, September 4, 1916, viz.:—

At 3 P.M.

1. All that land called Galwala *alias* Pamburugahamulawatta, situate at Elabodagama in Katugampola Meda pattu korale, in Katugampola hatpattu, in the District of Kurunegala, in extent about 3 measures of kurakkan sowing ground.

At 4 P.M.

2. All that allotment of land called Marandagahamulamukalana, situate at Bowatta, in Meda pattu korale west of Katugampola hatpattu aforesaid, in extent 8 acres 3 roods and 6 perches.

At 4.15 P.M.

3. All that undivided one half share of the allotment of land called Kahatagahamulawatta, situate at Bowatta aforesaid, in extent about 3 measures of kurakkan sowing ground.

At 4.30 P.M.

4. All that allotment of land called Welaudagahamulawatta, situate at Bowatta aforesaid, in extent 3 acres 2 roods and 35 perches.

Further particulars from Gregory de Zoysa, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA,
Auctioneer.

Public Auction Sale.

BY virtue of a commission issued to me in case No. 13,744, partition, D. C., Galle, I shall sell by public auction on Friday, September 1, 1916, at 3 P.M. at the spot the following property, to wit:—

The house and premises formerly marked No. 87, and now bearing assessment No. 8, situate at Small Moderabaay street, Fort, Galle.

The said property will be sold firstly among the co-owners from the appraised value thereof, and if there be no bidders then the same shall be immediately sold among the public.

Galle, July 19, 1916. K. JOHN GABRIEL,
Auctioneer.

Auction Sale.

UNDER mortgage decree in case No. 2239, D. C., Chilaw, entered in favour of the plaintiff Sena Kana Runa Sena Kana Runa Karuppen Chetty by his attorney Sena Kana Runa Sena Kana Runa Sappiah of Madampe, against the defendants (1) Meera Lebbelage Assena Lebbe, (2) Pallitambilage Mohammadu Lebbe (dead), both of Etugahaketuwa, in Yagam pattu korale, in Katugampola hatpattu, in the District of Kurunegala, and Jainamba of Etugahaketuwa, the substitute defendant in place of the deceased 2nd defendant, and by virtue of the commission issued to us for the recovery of the amount therein stated, we shall sell the under-mentioned properties (mortgaged by the defendants) by public auction at the respective spots on Saturday, August 12, 1916, commencing at 10 A.M., viz.:—

1. An undivided $\frac{2}{3}$ share from and out of the land Kosgahamulawatta, situate at Etugahaketuwa, in Yagam pattu korale, Katugampola hatpattu, in extent about 4 lahas kurakkan sowing soil with all trees.

2. An undivided $\frac{1}{2}$ share from and out of the land called Marandagahamulawatta at ditto, in extent 1 laha kurakkan sowing soil.

3. An undivided $\frac{2}{3}$ share from and out of the land called Talgahamulawatta at ditto, in extent 5 lahas kurakkan sowing soil.

4. An undivided $\frac{1}{9}$ share from and out of the land called Kongahamulawatta at ditto, in extent 3 lahas kurakkan sowing soil.

Chilaw, July 24, 1916. C. RAJARATNAM,
for the Chilaw Agency.

Auction Sale.

UNDER mortgage decree in case No. 2363, D. C., Chilaw, entered in favour of the plaintiff, Nana Lane Ravana Mana Karuppen Chetty of Madampe, against the defendant, Hapenpedige Bagida of Halpanwela, and by virtue of the commission issued to us for the recovery of the amount therein stated, we shall sell the under-mentioned properties

(mortgaged by the defendant) by public auction at the respective spots on Saturday, August 26, 1916, commencing at 2 P.M., viz. :—

(1) An undivided $\frac{3}{4}$ shares of Kahatagahaidama, situate at Halpanwela, in Pitigal korale south of the District of Chilaw, in extent of about $1\frac{1}{2}$ acre.

(2) An undivided $\frac{1}{2}$ share of the land called Kahatagahabimwasia, situate at Halpanwela, in Pitigal korale south of the District of Chilaw, containing in extent 50 coconut trees plantable soil.

(3) Save and except the soil of an undivided 4 coconut trees of the undivided $\frac{1}{2}$ share of the divided portion of the land called Pusselakatuwakatagahabimwasia, situate at Halpanwela, in Pitigal korale south of the District of Chilaw, in extent about 50 coconut trees plantable soil.

Chilaw, August 7, 1916.

T. M. CARRIM,
for the Chilaw Agency.

95/2/150
Application for Enrolment as a Proctor.

I, JOHN STANLEY PERERA, of "Kuruwe Walauwa," Kuruwe street, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other the Hon. the Justices of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Colombo, August 7, 1916.

J. STANLEY PERERA.

95/2/150
Application for Enrolment as a Proctor.

I, EVELYN ST. MAUD CARRUTHERS WEINMAN of "Lot," Mutwal, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other the Hon. the Justices of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Colombo, August 1, 1916.

E. C. WEINMAN.

95/2/150
Application for Enrolment as a Proctor.

I, THILLAMBALAM SANKARAPILLAI, of No. 76, Jampettak street, Colombo, also calling myself Thillambalam Kumaraswamy, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Judges of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Colombo, August 9, 1916.

T. SANKARAPILLAI.

Application for Enrolment as a Proctor. *95/2/150*

I, ÆLIAN SAMERESINGHE, of 15, Temple road, Maradana, Colombo, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Justices of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

15, Temple road, August 9, 1916. ÆLIAN SAMERESINGHE.

Application for Enrolment as a Proctor. *95/2/150*

I, PERCY HERBERT KURUPPU GOONETILLEKE of "Airydale," Arthur's Terrace, Colpetty, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Justices of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

"Airydale," Arthur's Terrace,
Colpetty, August 4, 1916.

PERCY GOONETILLEKE

Application for Enrolment as a Proctor. *95/2/150*

I, EDMUND REGINALD PIERIS GOONETILLEKE of Panadure, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and other Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Hon. Court.

Panadure, August 4, 1916.

EDMUND GOONETILLEKE.

Application for Enrolment as a Proctor. *95/2/150*

I, CHARLES ERNEST ABRAHAM PERERA, of Panadure, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Judges of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Panadure, August 7, 1916.

C. E. A. PERERA.

Application for Enrolment as a Proctor. *95/2/150*

SIX weeks hence, I, Edwin Christopher Abeyagunawardana of "Green Lodge," Galle, presently of Maradana, Colombo, do hereby give notice, that I shall apply to the Hon. the Chief Justice and the other Justices of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Hon. Court.

August 7, 1916. E. CHRISTOPHER ABEYAGUNAWARDANA.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

Minutes of Proceedings of a General Meeting of the Municipal Council of Colombo held in the Town Hall on Friday, July 7, 1916.

THE Council met this day at 3 P.M., pursuant to notice dated June 30, 1916.

Present :—Mr. R. W. Byrde, Chairman; Mr. C. P. Dias; Major A. W. de Wilton; Mr. L. B. Fernando; Mr. N. H. M. Abdul Cader; Mr. Arthur Alvis; Mr. H. L. de Mel; Mr. E. G. Jayewardene; Dr. D. P. Banajee; Dr. E. V. Ratnam; Dr. W. P. Rodrigo; Mr. J. A. Perera; Mr. T. L. Villiers; Mr. F. R. Senanayake; Capt. P. W. Mathew, R.A.M.C.; Mr. C. H. Wellard; Mr. W. C. S. Ingles; and Mr. W. A. Cave.

1. The Minutes of the General Meeting of June 9, 1916, having been previously printed and a copy thereof having been sent to each Member of Council, were taken as read.

Before the Minutes were confirmed, Mr. C. P. Dias rose to a point of order with regard to the dissent of Dr. W. P. Rodrigo and asked for the ruling of the Chairman as to whether the dissent did not contain imputations of improper motives against the Chairman of the Council.

The Chairman asked him to specify the particular passages to which he referred.

Mr. C. P. Dias thereupon read out the following passages :—

(i.) I will now relate a few instances of irregularities during the present *regime* which, I regret, I must characterize as wilful and perverse.

(ii.) This ruling of the Chairman shows a very perverse bent of mind.

- (iii.) In the above instances I have quoted, the Chairman, far from being absolutely impartial, has been grossly partial and has exposed the Chair to the ridicule and censure of all right-thinking and independent men.
- (iv.) Thus it is plain from the above that the Chairman's conduct has not only been grossly unfair, unjust, and arbitrary, but alas! illegal.
- (v.) If the Chairman could have condescended to tactics, as I said in Council, that would have made a President of a Village School Debating Club blush with shame, I fail to see why the Colombo Municipal Council should hide them in their bosom and allow him to distribute his favours and his wrath as he pleased.

The Chairman inquired whether any member wished to draw his attention to any rule or precedent on the point. Mr. Arthur Alvis quoted as precedent the ruling out of a dissent of the late Mr. Chas. Perera by the Council.

Mr. J. A. Perera drew the Chairman's attention to his ruling of October 29, 1915, namely, that the person to decide whether any statement is disorderly is undoubtedly the Chairman, and also referred to the matter decided on March 18, 1904, with regard to a dissent by the late Mr. Chas. Perera.

Dr. W. P. Rodrigo drew the Chairman's attention to by-law No. 25 of Chapter II. *re* dissents.

Mr. J. A. Perera also drew attention to the Chairman's ruling contained in the Minutes of April 7, 1916, in which the Chairman held that he had the right to expunge portions of a dissent.

The Chairman ruled as follows:—I have already given a ruling with regard to the procedure to be followed in such cases, *vide* Minutes of General Meeting, Friday, October 29, 1915. As Chairman, I rule that the dissent by the Member for Wellawatta is out of order, for not only being irrelevant and personal in the main, but also for being, in it allusions to the proceedings of the Council, disrespectful, both to the Chairman and the Members of the Council. Further, as pointed out by the Member for San Sebastian, it contains imputations of improper motives and is therefore highly disorderly.

Mr. C. P. Dias, with the leave of Council, moved that the Council take great exception to the following remarks made by the Member for Wellawatta division in his dissent, dated June 14, 1916, to wit:—

- (i.) I will now relate a few instances of irregularities during the present *regime*, which, I regret, I must characterize as wilful and perverse.
- (ii.) This ruling of the Chairman shows a very perverse bent of mind.
- (iii.) In the above instances I have quoted, the Chairman, far from being absolutely impartial, has been grossly partial and has exposed the Chair to the ridicule and censure of all right-thinking and independent men.
- (iv.) Thus it is plain from the above that the Chairman's conduct has not only been grossly unfair, unjust, and arbitrary, but alas! illegal.
- (v.) If the Chairman could have condescended to tactics, as I said in Council, that would have made a President of a Village School Debating Club blush with shame, I fail to see why the Colombo Municipal Council should hide them in their bosom and allow him to distribute his favours and his wrath as he pleased.

As they amount to an imputation against the Chairman of improper motives and that, in the opinion of the Council, the conduct of the Member for Wellawatta division in making such an imputation, is "highly disorderly" within the meaning of section 20 of Chapter II. of the by-laws, and that a record of such conduct be made in the Minutes. Mr. J. A. Perera seconded.

Dr. Rodrigo spoke against the motion, and in doing so read out passages from his dissent to disprove the statement made by the mover that the dissent did not contain any reasons for the dissent from the opinion of the majority.

Mr. T. L. Villiers rose to a point of order as to whether it was in order for a Member to read out passages from a dissent which the Chairman had already ruled out.

The Chairman ruled that the Member for Wellawatta may continue, but should confine himself to a criticism of the motion.

Dr. Rodrigo, thereupon, resumed his remarks.

Mr. J. A. Perera rose to a point of order and asked the Chairman to rule whether the Member for Wellawatta is confining himself to the motion or going outside of it.

The Chairman ruled that the Member for Wellawatta should confine himself to a discussion of the points contained in the motion.

Dr. Rodrigo continued.

Mr. F. R. Senanayake raised the question as to whether section 20 applied to dissents.

The Chairman ruled that section 20 did apply to dissent.

The motion was put to the meeting and declared carried, 16 voting for it and 2 against.

Dr. Rodrigo called for a division and the Council divided as follows:—

For.

The Chairman
Mr. C. P. Dias
Major A. W. de-Wilton
Mr. L. B. Fernando
Mr. N. H. M. Abdul Cader
Mr. Arthur Alvis
Mr. H. L. de Mel
Mr. E. G. Jayewardene
Dr. D. P. Banajee
Mr. J. A. Perera
Mr. T. L. Villiers
Mr. F. R. Senanayake
Capt. P. W. Mathew, R.A.M.C.
Mr. C. H. Wellard
Mr. W. C. S. Ingles
Mr. W. A. Cave

Against.

Dr. E. V. Ratnam
Dr. W. P. Rodrigo

The Council then resolved that the Minutes of the General Meeting of June 9, 1916, be confirmed, as amended.

2. The Chairman read the following:—There have been 38 further cases of human plague and 5 cases of rat plague, bringing the totals for the year up to 115 human and 21 rat cases. The corresponding totals for last year were 35 human and 32 rat cases, while in the preceding year, there were 213 cases of human plague. Of the 38 human cases, 13 were bubonic and 25 septicaemic in character. All but four cases proved fatal. These four are bubonic cases and the patients are at the Infectious Diseases Hospital.

3. Pursuant to notice, Dr. W. P. Rodrigo moved that all papers in connection with the 30-inch water main, together with the personal file of Mr. W. M. Thyne, the Waterworks Engineer, and his diaries for the years 1911, 1912, 1913, 1914, 1915, and the past months of 1916 be circulated to Members of the Council and that the payment of any portion of the Rs. 10,000, the Council decided at the last meeting to pay to Mr. Thyne, as remuneration, be deferred until papers have been so circulated.

Mr. F. R. Senanayake stated that he would second the motion, provided that the words "and that the payment of any portion circulated" were deleted.

Dr. Rodrigo agreed to the deletion of the portion mentioned.

The Council consented to the alteration of the motion by the deletion of the words. Mr. F. R. Senanayake thereupon seconded the motion.

The Chairman in replying stated that he had obtained the opinion of Counsel which was to the effect that the grant of the special remuneration to Mr. W. M. Thyne, the Waterworks Engineer, was within the powers of the Council. He also read the following letter from the Hon. Mr. T. H. Chapman, the Director of Public Works:—

Work at Labugama.

No. 1,216.

Colombo, July 5, 1916.

SIR,—WITH reference to your letter No. 31 S. dated the 30th ultimo, I have the honour to inform you that I inspected the work therein referred to on the 4th instant.

2. As you are aware, the laying of the new pipe line is completed and the main in use. I had many opportunities of inspecting this portion of the undertaking prior to going on leave in August, 1915, and am satisfied that it was carried out in a thoroughly workmanlike manner and with due regard to economy.

3. The erection of the Filtering Plant at Labugama is now approaching completion, and should be finished in the course of the next three months. I inspected and examined in detail the various tanks, buildings, and plant erected, and in course of erection, and am pleased to be able to report that the quality of the work executed is first class, and it is evident that no pains have been spared to secure this end.

4. The quality and finish of the reinforced concrete work is up to the best English standard and superior to anything of the kind I have yet seen in this Colony, a result that could only have been obtained by unremitting care and attention on the part of the Engineer.

5. In my opinion, the Municipal Council have reason to be thoroughly satisfied with the manner in which the whole of the undertaking has been designed and carried out, and I would suggest that some recognition of the special services rendered by the Waterworks Engineer in this connection be accorded.

I am, &c.,

T. H. CHAPMAN,
Director of Public Works.

(Mr. T. L. Villiers left the meeting at this stage.)

The motion, as amended, was put to the Meeting and declared lost.

Dr. Rodrigo called for a division and the Council divided as follows:—

For.

Dr. E. V. Ratnam
Dr. W. P. Rodrigo
Mr. F. R. Senanayake

Against.

The Chairman
Mr. C. P. Dias
Major A. W. de Wilton
Mr. L. B. Fernando
Mr. N. H. M. Abdul Cader
Mr. Arthur Alvis
Mr. H. L. de Mel
Mr. E. G. Jayewardene
Dr. D. P. Banajee
Mr. J. A. Perera
Capt. P. W. Mathew, R.A.M.C.
Mr. C. H. Wellard
Mr. W. C. S. Ingles
Mr. W. A. Cave

Mr. C. P. Dias moved that the Council do go into Committee to consider items Nos. 4 to 8 on the agenda. Mr. L. B. Fernando seconded.—Carried.

4—8. The following extract from the Minutes of the Special Committee on Drainage Works, extracts from the Standing Committee on Law and General Subjects, extract from the Standing Committee on Sanitation and Markets, extracts from the Standing Committee on Municipal Works, and the Standing Committee on Finance, having been previously printed and circulated, were laid before the Council in Committee.

Extract from the Minutes of the Special Committee on Drainage Works of June 16, 1916.

- (4) To consider the question of providing a sum of Rs. 4,000 for a foul water rider sewer at Ditch lane.—Recommended that the suggestion of the Resident Engineer, Colombo Drainage Works, be adopted, and the rider sewer R. 28 be constructed and that the construction of sewer R. 48 be indefinitely postponed.

Mr. Arthur Alvis moved that the recommendation of the Special Committee be adopted. Mr. L. B. Fernando seconded.—Carried.

Extracts from the Minutes of the Standing Committee on Law and General Subjects of June 26, 1916.

- (2) To consider—(a) An application from Mr. D. J. Arseculeratne for the opening of three gateways through Municipal Council land on Base Line road; (b) an application from Mr. S. Ratnaswamy for the use of the roadway on Municipal land adjoining his premises No. 32A, Cotta road.—Recommended that the recommendation of the Finance Committee of May 26 last be adopted, namely—(a) Recommended that Mr. D. J. Arseculeratne be granted permission to open two gateways on his entering into a notarial lease and paying the sum of Rs. 12 per annum per gateway in advance and all expenses for the deed and plan (the deed to be drawn by Messrs. Julius and Creasy) on the understanding that the Council will not maintain the track if used as a cart way. The tenancy to be at will; (b) recommended that a similar concession be granted to Mr. S. Ratnaswamy for one gate.
- (7) To consider the alternative proposal by the Hon. the Attorney-General in lieu of Form "G" adopted by the Council in connection with the supply of water for shipping purposes.—Recommended that in accordance with the suggestion of the Hon. the Attorney-General, the following rule be added as rule No. 50.

"The forms prescribed by these regulations shall be subject to such modifications for the purpose of their adaptation to the circumstances as the Council may direct."

Resolved that the above recommendations be adopted.

Extract from the Minutes of the Standing Committee on Sanitation and Markets of June 28, 1916.

- (3) To consider a letter from the Deputy Assistant Adjutant-General, Ceylon Command, with regard to the loan to the Australian Government of a building situated in the grounds of the Municipal Enteric Hospital, Buller's road, for the accommodation of infectious diseases cases from Australian vessels.—Recommended that the building be placed at the disposal of the Military authorities, free of rent, and that any alterations, repairs, or additions necessary be carried out by the Works Engineer, the cost being borne by the Australian Government.

Resolved that the above recommendation be adopted.

Extracts from the Minutes of the Standing Committee on Municipal Works of June 30, 1916.

- (2) To consider the question of providing an extra vote of Rs. 5,760, for the resumption and continuance of the lighting of the city during the remainder of the current year as in normal times. It is considered that no extra lighting is necessary, and that the present vote will be sufficient to meet the lighting of any extra lamps which may be required.
- (7) To consider estimates for—(1) a built drain, Rs. 2,900; or (2) concrete inverts, Rs. 540, for Timbirigasyaya road.—Recommended that the estimate No. (2) be approved.
- (9) To consider the question of ordering, for the Works Department, a 12-ton compound steam roller by Aveling and Porter, with a Morrison Scarifier, at a cost of about Rs. 12,000 including freight and charges.—Recommended that the steam roller be ordered.
- (11) To recommend the sanction of the purchase of 1,000 barrels Green Island "Emerald" brand cement from Messrs. Aitken, Spence & Co., at Rs. 14·50 per barrel.—Recommended.
- (12) To recommend the acceptance of the tender, Rs. 2,383, of Messrs. Jayesuria & Co., for the supply, transport, and erection of all timber work for the roof of the Coagulant Feed House at Labugama.—Recommended.
- (14) To consider the scheme *re* the proposed overhead bridge in the vicinity of Parson's road.—Recommended that the scheme be approved by Council, and that the Government be thanked for the liberal attitude which they have adopted in carrying out this great improvement to the city.

Resolved that the above recommendations be adopted.

Extract from the Minutes of the Standing Committee on Finance of May 26, 1916.

- (5) To consider—(a) An application from Mr. D. J. Arseculeratne for the opening of three gateways through Municipal Council land on Base Line road; (b) an application from Mr. S. Ratnaswamy for the use of the roadway on Municipal land adjoining his premises No. 32A, Cotta road.—(a) Recommended that Mr. D. J. Arseculeratne be granted permission to open two gateways on his entering into a notarial lease and paying the sum of Rs. 12 per annum per gateway in advance and all expenses for the deed and plan (the deed to be drawn by Messrs. Julius and Creasy), the tenancy to be at will; (b) recommended that a similar concession be granted to Mr. S. Ratnaswamy for one gate.

Extracts from the Minutes of the Standing Committee on Finance of June 30, 1916.

- (2) To consider the question of providing an extra vote of Rs. 5,760 for the resumption and continuance of the lighting of the city during the remainder of the current year as in normal times.—Recommended that the recommendation of the Works Committee, viz., that no extra lighting is necessary, and that the present vote will be sufficient to meet the lighting of any extra lamps which may be required, be adopted.
- (6) To consider an application from the Postmaster-General regarding the supply of water to the Post Office at Hanwella.—Recommended that permission be granted for the supply of water on the same terms as for the Police Station.
- (9) To recommend that Mr. A. W. Reffel, late keeper of the Kenatta cemetery, be granted a pension of Rs. 237·33 per annum on retirement from that post.—Recommended.
- (16) To consider an application for house allowance for the four Divisional Inspectors of the Waterworks Department.—Recommended that each Inspector be given a house allowance not exceeding Rs. 50 a month, the house to be selected by the Waterworks Engineer.
- (11) To recommend the inclusion in the supplementary budget of a sum of Rs. 3,337·53 paid to Messrs. Stewarts and Lloyds as interest for delay in settling their account, as per resolution of Council of March 3, 1916.—Recommended.
- (12) To consider estimates for—(1) a built drain, Rs. 2,900; or (2) concrete invert, Rs. 540, for Timbirigasyaya road.—Recommended that the estimate No. 2, viz., concrete invert, Rs. 540, be adopted.
- (13) To recommend the payment of a pension of Rs. 53·33 per annum to M. A. Don Charles, turn-cock, of the Waterworks Department, in addition to the sum of Rs. 46·66 to which he is entitled as a pension from Government.—Recommended.
- (14) To recommend the sanction of the purchase of 1,000 barrels Green Island "Emerald" brand cement from Messrs. Aitken, Spence & Co., at Rs. 14·50 per barrel.—Recommended.
- (16) To consider an application for the lease of Municipal Council land next to the public tavern at No. 48, Berber street.—Recommended that the lease for five years be put up for public auction at an upset price of Rs. 50 per annum.
- (17) To consider the recommendation of the Resident Engineer, Colombo Drainage Works, *re* bonuses to Messrs. R. G. Waterhouse and G. F. Walton, from the available half salary of Mr. S. Marston.—Recommended that the half salary available be apportioned, as suggested by the Resident Engineer, Colombo Drainage Works. Mr. H. L. de Mel dissenting.
- (18) To recommend the purchase of an "Underwood" typewriter for the City Sanitation Engineer's Department, the cost Rs. 420 being met from the vote M 9, Furniture (City Sanitation Department).—Recommended.
- (19) To consider the question of the payment of the premium on the security bond to be given by Mr. Vivian Pereira, Sub-Accountant.—Recommended that the Council pay the premium.
- (22) To recommend the sale, by public auction, of premises No. 877/51, Grandpass road, for non-payment of rates.—Recommended that the premises be put up for sale by public auction, at an upset price of Rs. 3,000.
- (24) To recommend the payment of Rs. 154, extra expenditure incurred on account of conservancy in connection with the floods.—Recommended.
- (25) To recommend the transfer of Rs. 200 from vote E 23 (purchase of bulls), to E 6 Uniforms, to meet the extra cost of uniforms and of 6 raincoats.—Recommended.
- (26) To consider a petition from D. James Fernando of Fussell's Lane, Wellawatta, and others regarding the licensing fees of lime kilns.—Recommended that the request be refused.

- (27) To consider a petition from T. Jalis Perera of No. 44, Armour street, and seventeen others regarding the licensing fees of timber depôts.—Recommended that the request be refused.
- (30) To consider the alternative proposal by the Hon. the Attorney-General in lieu of Form "G," adopted by the Council in connection with the supply of water for shipping purposes.—Recommended that, in accordance with the suggestion of the Hon. the Attorney-General, the following rule be added as rule No. 50 :—"The forms prescribed by these regulations shall be subject to such modifications for the purpose of their adaptation to the circumstances as the Council may direct."
- (31) To consider the question of—(a) Enhancing the rent for each of the 24 rooms at the cattle mart from Rs. 3 to Rs. 5 per mensem; and (b) charging rent at the rate of Rs. 5 per mensem for the shed erected on the mart premises by the dealers for storing straw.—(a) Recommended; (b) recommended that the rent be charged at the rate of Rs. 2.50 per month.
- (32) To consider the question of ordering, for the Works Department, a 12-ton compound steam roller by Aveling and Porter, with a Morrison Scarifier, at a cost of about Rs. 12,000, including freight and charges.—Recommended that the steam roller be ordered.
- (34) To recommend a pension of Rs. 430.95 per annum to A. Huraira, compositor, Municipal Printing Office, from June 11, 1916.—Recommended.
- (35) To recommend the transfer of Rs. 10 from vote D 8, Stationery, to D 7, Library.—Recommended.
- (36) To consider the proposal of the Colonial Auditor with regard to the over payment of Rs. 93.33 to Dr. Milne, as extra allowance for acting as officer in charge of rat destruction.—Recommended that the payment be authorized.
- (37) To recommend the acceptance of the tender, Rs. 2,383, of Messrs. Jayesuria & Co., for the supply, transport, and erection of all timber work for the roof of the coagulant feed house at Labugama.—Recommended.
- (38) To consider an application for the lease of Municipal land, in extent 35½ perches, adjoining No 7A, Madampitiya road.—Recommended that the lease be put up for public auction on the usual terms at an upset price of Rs. 50 per annum.
- (39) To consider an application from the Board of Improvement Commissioners for assistance in the carrying out of its routine work.—Recommended.
- (40) To consider a letter from the Deputy Assistant-Adjutant General, Ceylon Command, with regard to the loan to the Australian Government of a building situated in the grounds of the Municipal Enteric Hospital, Buller's road, for the accommodation of infectious diseases cases from Australian vessels.—Recommended that the recommendation of the Standing Committee on Sanitation and Markets, viz., that the building be placed at the disposal of the Military authorities, free of rent, and that any alterations, repairs, or additions necessary be carried out by the Works Engineer, the cost being borne by the Australian Government, be adopted.
- (42) To recommend the transfer of Rs. 150 from vote K 4, Surveys and Tracings, &c., to vote K 18, Uniforms, to purchase 7 raincoats for the Divisional Inspectors of the Waterworks Department at an estimate of Rs. 21.50 each.—Recommended.
- (44) To consider the question of rent to be paid from May 1 to 20 last, by the proprietor of the Empire Theatre for the site at the Racquet Court.—Recommended that Mr. Warwick Major, the proprietor, pay Re. 1 per day after the theatre was closed (*i.e.*, from May 8 to 15, 1916).
- (45) To recommend that a sum of Rs. 100 be included in the Supplementary Budget to meet the allowance made to Mr. H. R. Pentin, Acting Superintendent, Fire Brigade, during the absence on leave of Mr. P. H. Lanaway.—Recommended.
- (46) To recommend entering into a fresh contract with Messrs. Delmege, Forsythe & Co., for the supply of 55,000 gallons of liquid fuel at 23 cents per gallon (less an optional 10 per cent.) in lieu of the contract for 40,000 gallons sanctioned by Council on February 4, 1916.—Recommended.
- (49) To consider a scheme *re* the proposed overhead bridge in the vicinity of Parsons' road.—Recommended that the scheme be approved by Council, and that the Government be thanked for the liberal attitude which they have adopted in carrying out this great improvement to the city.

With reference to item No. 10; Dr. E. V. Ratnam moved that the recommendation of the item be deferred and that the papers be circulated. Mr. L. B. Fernando seconded.—Carried.

Resolved—That the recommendations of the remaining items be adopted.

Mr. C. P. Dias moved that the Council do resume and that the resolutions of Council in Committee, as amended, be adopted. Mr. L. B. Fernando seconded.—Carried.

The Chairman formally moved in Council that the resolutions of Council in Committee, as amended, be adopted. Mr. Arthur Alvis seconded.—Carried.

Mr. L. B. Fernando moved that the following items on the agenda, viz., Nos. 9 to 12 be adopted. Mr. E. G. Jayewardene seconded.—Carried.

9. To sanction excess leave of 28 days over 42 days granted to Mr. Jas. de Silva, Chief Clerk and Interpreter Mudaliyar of the Municipal Court, owing to ill-health.

10. To sanction excess leave of 89 days over 42 days granted to J. Albert Perera, apprentice, Printing Department, owing to ill-health.

11. To sanction excess leave of 11 days over 42 days granted to E. N. Jansz, overseer, Public Health Department, owing to ill-health.

12. To sanction excess leave of further 2 days, making 43 days, over 42 days granted to Aboo Huraira, compositor, of the Printing Department, owing to ill-health.

The following documents were laid on the table :—

13. The City Analyst's reports on town water for June, 1916, and the Municipal Bacteriologist's report on town water for June, 1916.

14. The Progress Report No. 64 of the City Sanitation Engineer for June, 1916.

15. The Report of the Resident Engineer, Drainage Works, for May, 1916.

16. Statement of Receipts and Disbursements from January 1, 1916, to May 31, 1916, and progress reports showing expenditure up to May 31, 1916.

17. Reports of Inspectors on licensed carriages for June, 1916.

Return of Committees of the Municipal Council for 1916.

Proceedings of Committees.

C. L. I. Band Programme for August, 1916.

Return of average daily supply and consumption of water for April and May, 1916.

The Works Engineer's report for May, 1916, on the condition of tramway routes.

Report of the Municipal Bacteriologist of work done during June, 1916.

Diaries of the following officers for the month of June, 1916 :—

The Works Engineer and his Assistants, the Waterworks Engineer and his Assistants, the Acting Medical Officer of Health and his Assistants, the Prosecuting Inspector, the Acting City Sanitation Engineer, the Acting Financial Assistant to the Chairman and the officers of his Department, the Veterinary Surgeon and his officers, and the City Analyst.

R. W. BYRDE,

Chairman, Municipal Council, and
Mayor of Colombo.

Confirmed on August 4, 1916 :

R. W. BYRDE,

Chairman, Municipal Council, and
Mayor of Colombo.

DISSENT.

General Meeting, July 7, 1916.

At the General Meeting of Council held on June 9, 1916, I moved that a Special Committee consisting of certain Members who were named in the motion be appointed to consider and report what further by-laws, rules, or regulations were necessary for the more efficient conduct of business in this Council. This was duly seconded but lost, 15 Members voting against and 2 for it. Against this resolution of Council, I sent a dissent giving in details my reasons for such dissent. This was duly entered by the Secretary at the end of his Minutes of Proceedings of the said General Meeting, but when the latter came up for confirmation at the next meeting, held on the 7th instant, on the suggestion of the Member for San Sebastian Ward, the Chairman ruled it out of order ; upon which the Member for San Sebastian Ward, with the permission of a majority of the Members present, moved :—

“ That the Council take great exception to the following remarks made by the Member for the Wellawatta Division in his dissent dated June 14, 1916, to wit :—

“(1) I will now relate a few instances of irregularities during the present *regime*, which, I regret, I must characterize as wilful and perverse.

“(2) This ruling of the Chairman shows a very perverse bent of mind.

“(3) In the above instances I have quoted, the Chairman, far from being absolutely impartial, has been grossly partial, and has exposed the Chair to the ridicule and censure of all right-thinking and independent men.

“(4) Thus it is plain from the above that the Chairman's conduct has not only been grossly unfair, unjust, and arbitrary, but alas ! illegal.

“(5) If the Chairman could have condescended to tactics, as I said in Council, that would have made a President of a Village School Debating Club blush with shame, I fail to see why the Colombo Municipal Council should hide them in their bosom and allow him to distribute his favours and his wrath as he pleased, as they amount to an imputation against the Chairman of improper motives and that, in the opinion of the Council, the conduct of the Member for the Wellawatta Division in making such an imputation is ‘ highly disorderly ’ within the meaning of section 20 of Chapter II. of the by-laws, and that a record of such conduct be made in the Minutes.”

This motion was carried by a majority, and I beg to record my protest against the method adopted by the Council in regard to this motion, and my reasons for dissenting from the opinion of the majority.

The motion was not in order, in that no notice was given of it, as required by section 82, Part VIII. of Ordinance No. 6 of 1910, which provides that “ The Chairman shall cause a printed or written notice of every such meeting and of the business to be transacted at it to be served on each Councillor at least four days before the meeting.

Further, section 85 enacts that “ no business shall be brought before or transacted at any meeting, General or Special, other than the business specified in the notices of the meetings, without the permission of the Council, unless notice has been given by the Councillor who intends to bring any other business forward. Such notice shall be in writing ; it shall specify the resolution which such Councillor intends to move, and it shall be left at the Municipal Office three clear days before such meeting.

“ Permission of the Council ” in this section means permission of the whole Council given by the unanimous consent and in this instance, the Member for San Sebastian Ward did not have the unanimous consent of the Council, for at least, the Member for St. Paul's Ward and I voted against it.

Section 20, Chapter II. of the by-laws enacts that : “ All imputations of improper motives shall be considered as being highly disorderly, and such conduct shall be recorded in the minutes if it shall appear to a majority of the Council to be necessary.”

Here “ A majority of the Council ” is distinctly mentioned inferring thereby that “ permission of the Council ” in section 85 of the Ordinance did not mean permission of a majority of the Council, but of the whole Council. Besides, if with the permission of a majority of the Council, any business could be transacted by the Council without previous notice, the Chairman or a Member who can count upon a majority at a Meeting need never give notice of any measure or matter he may bring up before the Council, which obviously is contrary to the letter and spirit of sections 82 and 85 of the Ordinance. So that I argue that the motion of the Member for San Sebastian Ward was not legally before the Council and should not, therefore, have been put to the vote of the Meeting.

Secondly.—The Council has no power given them by law to pass such a resolution. Section 75 of Part VII. of Ordinance No. 6 of 1910 clearly defines the powers and duties of the Municipal Council and nowhere in it is any mention made of such a power, as assumed by the Council in regard to this motion.

Further, section 20 of Chapter II. of the by-laws do not refer to a dissent sent in by a Member, but to an act committed at the “ Conduct of business ” of a meeting. So far on the illegality of the motion.

I will now discuss the merits of the motion, or in other words I will give my reasons for dissenting from the opinion of the majority.

1. At the original motion on June 9, 1916, when explaining my motion No. 5 in the agenda, I criticized the conduct of the Chairman at various meetings at length and used every word and more than I have used in this dissent. Instead of taking exception to the words now complained against, at that time, in terms of by-law No. 20, of Chapter II., the whole Council acquiesced in the justice and fairness of the remarks by complete silence. If, therefore, the Council did not take exception to the words, uttered in open Council in terms of the by-law, I maintain that they have no right now, to take exception to them.

2. What the by-law contemplates is imputation of improper motives and I protest that there is not the slightest imputations of improper motives in my dissent.

Motive means “ that which incites to action.” What on earth did I say incited the Chairman to commit the numerous irregularities and illegalities I recited in detail ? I admit I said that his actions were perverse, wilful, partial, unfair, unjust, arbitrary, and illegal. But, I did not impute any motive for such conduct. In the instance that was quoted

as precedence for a motion of this kind, it would appear that a member did make a deliberate insinuation that members of a certain Committee did recommend a certain loan to find work for the increased number of Engineers whose offices have been illegally created and who may otherwise have no work to attend to. These words were naturally taken objection to, and it was moved that the Council takes great exception to the words and that those words amounted to an imputation of improper motives on the part of the Members of that Special Committee.

July 12, 1916.

W. P. RODRIGO.

DISSENT.

General Meeting, July 7, 1916.

At the Meeting of the Council held on June 9, 1916, a resolution was passed on the recommendation of the Works and Finance Committees to the effect "That as a special remuneration for the services rendered by Mr. W. M. Thyne, the Waterworks Engineer, and in view of the fact that the work on the 30-inch main and the new filter beds at Labugama has been carried out without the employment of a Consulting Engineer a sum of Rs. 7,500 be paid now to Mr. Thyne, the Waterworks Engineer, and a further sum of Rs. 2,500 on the completion of the work."

At the discussion on this motion various arguments were brought forward in favour of it but, presuming that a perusal of the documents may lend a different colour to the picture so brightly painted by the speakers, I asked the Council to postpone the discussion until after all the Members have had a chance of seeing the papers for themselves. This simple and harmless request was denied and the motion urged and passed.

Upon this I took the trouble to study the papers, and having been thoroughly convinced that the grant resolved upon was not warranted by principle nor by equity, I moved at the last meeting (on July 7, 1916) "That all papers in connection with the 30-inch water main, together with the personal file of Mr. W. M. Thyne, the Waterworks Engineer, and his diaries for the years 1911, 1912, 1913, 1914, 1915, and the past months of 1916 be circulated to Members of this Council." This motion was duly seconded and put to the vote but lost, 3 voting for and 14 against it, and I now record the reasons for my dissenting from the opinion of the majority.

The request was a simple and harmless one, but would have given the Members an opportunity of reading the papers.

These papers, therefore, should have been circulated, if not for anything else, to make the Members more circumspect in the future.

July 14, 1916.

W. P. RODRIGO.

LOCAL BOARD NOTICES.

THE following by-laws framed under section 5 of Ordinance No. 25 of 1901 for the Sanitary Board towns of Hambantota, Tangalla, and Beliatta, in the Hambantota District of the Southern Province, are published for general information.

The Kachcheri,
Hambantota, July 31, 1916.

E. T. MILLINGTON,
Chairman.

By-laws referred to.

1. A registration fee of Re. 1.50 per annum shall be paid upon each dog kept within the said towns.
2. Such registration fee shall be due and payable at the time of registration.
3. To facilitate the recovery of such registration fee the occupier of every house in the said towns shall, on or before April 1 in each year, furnish to an officer authorized by the Chairman, Sanitary Board, Hambantota, to demand the same a list in the form in the schedule annexed of the dog or dogs kept in such house and the names of the owners thereof.
4. On payment of the registration fee on any dog the Chairman, Sanitary Board, shall, unless the owner provides his own collar to be stamped, furnish the owner with a stamped collar to be worn by such dog on payment of a fee of 25 cents.
5. Every inhabitant within the said towns becoming possessed of any dog or dogs after furnishing the list referred to in by-law No. 3 shall furnish the officer appointed by the Chairman, Sanitary Board, mentioned in the said by-law with an additional list of such dog or dogs within one month after acquiring the same, and the owner of such dog or dogs shall become liable to the registration fee for the current year within fifteen days after the list required by this by-law becomes due.
6. It shall be lawful for the officer appointed by the Chairman, Sanitary Board, to require the production of any dog for which registration is applied for and to decline to issue a certificate for registration until it is produced.
7. It shall be lawful for the Chairman, Sanitary Board, to refuse to issue a certificate of registration, or to cancel a certificate already issued, for any dog which in his opinion is so maimed or diseased as to be unfit to live, or which is habitually ill-treated or continually neglected by its owner.
8. The owner of every dog for which a certificate has been refused or cancelled shall, on being noticed to do so, produce the dog at the house of the officer appointed by the Chairman, Sanitary Board, at a time to be stated in the notice and deliver it to the said officer, and every such dog may be destroyed or otherwise disposed of as the Chairman, Sanitary Board, shall think fit.
9. It shall be lawful for the officer appointed by the Chairman, Sanitary Board, to seize all stray dogs and deal with them in terms of sub-sections (1) and (2) of section 10 of the Ordinance No. 25 of 1901.

SCHEDULE REFERRED TO.

List of Dogs.

Street : _____

House No. _____

Occupier's Name : _____

No.	Description.			Name of Owner.
	Breed.	Sex.	Colour.	

Election of Unofficial Member, Local Board of Health and Improvement, Matara.

UNDER section 13 of Ordinance No. 13 of 1898, notice is hereby given that a meeting for the purpose of electing an Unofficial Member to serve on the Local Board of Health and Improvement, Matara, for the remaining period of two

years ending December 31, 1917, in place of Mr. J. W. R. Ilangakoon, who has vacated his seat by absenting himself from the meetings of the Board for more than three months at one time, will be held at the Matara Kacheheri on Tuesday, August 29, 1916, at 12 noon.

Galle Kacheheri,
August 5, 1916.

R. B. HELLINGS,
Government Agent.

TRADE MARKS NOTICES.*Application No. 1,098.*

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Mr. B. L. M. Haniffa, of No. 29, Keyzer street, Pettah, Colombo, General Hardware Merchant, who claims to be the proprietor of the following Trade Mark, has applied for the registration of the same in his name in respect of dynamite and detonators in Class 20 in the Classification of Goods in the above-mentioned Regulations:—



Translation of the word "Yaka" appearing on the Mark in Sinhalese characters is "Devil."

Registrar-General's Office,
Colombo, August 2, 1916.

W. L. KINDERSLEY,
Registrar-General.

Application No. 1,099.

IN compliance with the provisions of "The Trade Marks Ordinances, 1884 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Mr. H. J. Perera, carrying on business under the name, style, and firm of H. J. Perera and Company, of No. 11, St. Joseph's street, Colombo, General Merchant, who claims to be the proprietor of the following Trade Mark, has applied for the registration of the same in his name in respect of gingelly oil (used for food purposes) in Class 42 in the Classification of Goods in the above-mentioned Regulations:—



The translation of the words appearing on the mark in Sinhalese and Tamil characters is "pure gingelly oil."

Registrar-General's Office,
Colombo, August 9, 1916.

W. L. KINDERSLEY,
Registrar-General.

Application No. 1,101.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Julius & Creasy of Colombo, Solicitors, have applied for the registration of the following Trade Mark, in the name of The Avon India Rubber Company, Limited, of Rubber Works, Melksham, Wiltshire, England, India Rubber Manufacturers, who claim to be the proprietors thereof in respect of tyres of India-rubber, in Class 40 in the Classification of Goods in the above-mentioned Regulations:—

AVON

Registrar-General's Office,
Colombo, August 9, 1916.

W. L. KINDERSLEY,
Registrar-General.

Total Quantities of the Principal Products of the Island exported in Vessels, whose completed Manifests have been checked, during the period from July 30 to August 5, 1916.

Steamship.	Date of Clearing.	For what Port.	Black Tea.	Green Tea.	Rubber.	Cacao.	Cardamoms.	Coffee.			Cinnamon Quills.	Cinnamon Chips.	Products of Coconut Palm.					Punbago.	Coir.			Cinnamon Oil.	Cinchona.	Gingelly Poonac.	Ebony.	Orchilla.	Kital Fibre.									
								Plantation.	Native.	Total.			Coconut Oil.	Copra.	Desiccated Coconuts.	Poonac.	No.		Coconuts.	Yarn.	Fibre.							Matress.	lb.	oz.	lb.	wt.	lb.	wt.		
COLOMBO.																																				
City of Lahore ..	1-7-16	London	455165	—	52496	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—			
Clan Macintyre ..	29-6-16	Madras and Calcutta	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—		
Dencalion ..	6-7-16	London	992560	—	168574	99	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Glengyle ..	3-7-16	Penang	944417	21240	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Helemus ..	28-6-16	Vladivostock	163906	156790	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Katori Maru ..	7-7-16	London	405727	—	101539	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Luzon Maru ..	1-7-16	Bombay	22337	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Nagoya ..	1-7-16	London	240149	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Polynesien ..	30-6-16	China	1010	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sornali ..	2-7-16	China	46481	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Yetrofu Maru ..	2-7-16	Bombay	61358	—	—	14	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

GALLE.—Nil.

Statement showing the Importation of Rice into the Ports of Colombo and Galle during the Week ended August 5, 1916.

TO COLOMBO :—		Bags.
From Dharushkodi*	..	19,637
Karikal	..	2,099
Rangoon	..	23,506
Tuticorin	..	309
Total ..		<u>45,551</u>

TO GALLE :—Nil.

* By rail.

690 bags have been shipped from the Port of Colombo during the week ended August 5, 1916.

H. M. Customs,
Colombo, August 8, 1916.

S. E. HANCOX,
for Principal Collector.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specification has been accepted:—

No. 1,480 of February 8, 1916.

Kasper Kottmann.

"Improvements in roofing for tropical countries."

Abstract.—The inventor states:—

The characteristics of the tropical roofing according to the present invention are that single water-tight slabs or plates with two edges pointing upward and lying in a direction vertical to the gutter leave free between one another a space for automatic ventilation of the attics and framework of the roof, which spaces and upward-pointing edges are overlapped by caps in such a way as to admit of ventilation, and each cap with its top end (head) offers the cap next above it a hold, connecting, if necessary, at the same time two plates, by which means this head is overlapped by the cap next above it, and each cap holds tightly with its lower part (foot) the head of the cap lying next below it, overlapping this head in its turn. The plates may consist of dressed wood, asbestos, cement, or sheet iron.

This roofing fulfils all the requirements that can be demanded of a tropical roofing, for, when same is employed, the attics are automatically ventilated, it (the roofing) is light and durable, there is no leakage in consequence of the plates being badly laid, or in consequence of shocks, no roofing piece need be nailed on, and the roof or single parts of same can be very quickly laid on or taken away by unskilled workmen without any kind of damage to the material.

The claims are:—

1. Roofing for tropical countries, the characteristics of which are that single water-tight slabs with two turned up edges lying in the direction from the ridge of the roof to the gutter leave free between one another a space for the automatic ventilation of the attics and framework of the roof, which spaces and turned up edges are covered by caps in such a way as to admit of ventilation, and each cap with its upper end (head) offers a hold to the cap next above it, connecting, if necessary, at the same time two plates, by which arrangement this head is covered by the cap next above it, and each cap with its lower part (foot) holds tightly the head of the cap next below it, and in its turn covers this head.

2. Roofing according to claim 1, the characteristics of which are that the slabs are either wooden ones covered with a water-tight material, or sheets of iron, or asbestos, cement, or the like, and possess at their upper end, which has to be covered by the slabs next above, a means of fastening the slabs to the framework of the roof without nailing, the slabs being preferably trapeziform.

3. Roofing according to claim 1, the characteristics of which are that the caps have at their top ends parts such as hooks, rims, or the like, capable of being hung up in slots in the edges of the slabs or sheet iron slabs simply are employed small holes for the purpose of connecting the cap with the edges of the two slabs, lying alongside one another with splint pins and at their feet a holding devices, such as rods, bolts, tongues, which grip under the sheet iron heads of the caps next below.

Two sheets of drawings.

E. HUMAN,
Registrar of Patents.

THE following Specifications have been accepted:—

No. 1,477 of January 5, 1916.

William Say & Forrest Lycett.

"Improvements in or relating to means for closing sample holes in tea chests, barrels, and other containers."

Abstract.—The inventor states:—

My invention relates to an appliance employed for use with a closing or sealing device for closing holes in cases, barrels, drums, or the like, consisting of a dished cover or cap having a flange around the side and inserted into the hole, the bottom edge of the dished portion being expanded by such appliance to form a bead so that the cap or cover is held tightly to the drum or the like by the bead and flange.

The tool for affixing the stopper appliance consists of a pair of plier like expanders having a circular flat nose with a rising flange or projecting edge, which may be plain or of a serrated or tooth like character, so that after the stopper is inserted into the hole by the nose of the pliers which is inserted into the recessed portion of the stopper on closing the handles of the plier the half noses forming the flat nose will open out, and the pressure exerted will expand the stopper at the lower portion of the recess and securely fit it to the chest, barrel, or like case, the projecting flange formed by the edge of the nose being positioned either in the wood or on the side of the wood or metal, if metal be used opposite to that of the flange, according to the thickness of the material from which the chest or the like is made, and if the wood be of greater thickness than the depth of the stopper, I prefer that the nose of the pliers has a serrated or tooth like edge, as the teeth formed in the stopper by the pliers will more readily enter the wood than would a flange.

The nose of the plier is so constructed that when the half noses are opened out for expanding the stopper, the sides or faces lie in the same plane, whereby I obtain a proper expansion of the stopper.

The claim is:—

A tool for use in closing holes in tea chests, barrels, wood or metal cases, and the like rigidly securing to such tea chest, barrel, wood or metal case, and the like a stopper consisting of a metal lid like device having an outwardly projecting flange, and such tools consisting of a plier like appliance constructed with half noses adapted to move outwards on the pressing together of the handles, the half noses as one nose having a circular flat surface with a plain, serrated, or tooth like flanged edge, substantially as described and as shown on the annexed drawings.

One sheet of drawings.

No. 1,491 of March 22, 1916.

Cecil Blackstone Barber.

"Improvements in knives and tools for cutting and paring the bark of indiarubber trees and for the like purposes."

Abstract.—The characteristics of this tapping tool are:—(1) A blade which projects squarely from the side (either side) of the head formed at the end of the shank to which it is attached adjustably by being sunk into a groove in the head and secured by a set screw working in a slot formed in that part of the blade, so that the blade can be made to project from the side of the head an adjustable distance to regulate the depth of cut into the bark of the tree. (2) The blade widens towards its outside edge, so that the cutting edges are not square with the centre line of the shank; those cutting edges being formed both towards the front and rear of the tool so that the tool can be used for a pushing cut or for a pulling cut. (3) The outside edge of the blade, viz., the edge parallel with the centre line of the shank, is formed with a guard by flanging upwards that edge of the blade; and the rounding out of the junction of that flanged guard with the cutting edges of the blade is claimed as a characteristic of the invention.

The claims are :—

In knives and tools for cutting and paring and channelling the bark of rubber and other trees having a head provided with a blade fitting into a transverse groove—

(1) A blade characterized by being provided with a long shaped slot or opening at its centre for the reception of a screw fastener to pass through and into the head allowing adjustment laterally and capable of being fixed into position, substantially as described and illustrated.

(2) A blade provided with inclined cutting edges inclined outwards as shown in fig. 3, substantially as described and illustrated.

(3) A blade rounded out at the point of juncture of transverse guard with the cutting edges, substantially as described and illustrated.

(4) A head or holder for the blade with the sides of the design shown providing a knife or tool with a double guard consisting of the edge of the head and of the transverse blade guard when the blades are provided with a transverse guard.

Two sheets of drawings.

E. HUMAN,
Registrar of Patents.

NOTICE TO MARINERS.

Ceylon—South Coast—Removal of Gindura Buoy.

Approximate position : Latitude, 6° 2' 00" N. ; Longitude, 80° 9' 00" E.

The buoy marking the Gindura rock (Mada Gala) will be removed on January 4, 1917, and will not be replaced.

Charts affected :—

Admiralty Charts :—No. 3,700, Ceylon West Coast, Colombo to Galle ; No. 813, Ceylon South Coast ; No. 819, Galle Harbour and approaches.

Publications : Bay of Bengal Pilot, 1910, pages 115 and 116.

Master Attendant's Office,
Colombo, July 31, 1916.

C. E. STAINER,
Lt.-Commander, R.N.,
Master Attendant.

ROAD COMMITTEE NOTICES.

NOTICE is hereby given that the Chairman of the Provincial Road Committee, Western Province, will sell by public auction, at the Colombo Kachcheri, at 12 noon on Monday, August 21, 1916, the under-mentioned Toll Rents of the Western Province from October 1, 1916, to September 30, 1917.

The successful purchaser will be required to deposit forthwith one-tenth of the purchase amount for twelve months in cash, and to furnish approved security for one-half of the purchase amount for twelve months, or in cash for one-third of such amount, within thirty days of the date of the receipt by him of the notification of the acceptance of his offer.

He will also be required to deposit money to pay the fees of the Crown Proctors for examining and giving their opinion of the title deeds of properties tendered by him as security and for examining and settling the security bond, and the fees charged by the Crown Proctors for examining documents and drawing the security bond, the expenses of appraising the properties and of registering the security bond, and the stamp duty on the bonds under the Ordinance No. 22 of 1909.

All title deeds tendered as security should be accompanied by a certificate obtained from the Registrar of Lands that the lands to which they relate are unencumbered. This certificate must be obtained at the cost of the party offering the security.

Further information can be obtained on application to the Chairman of the Provincial Road Committee.

TOLLS OTHER THAN THOSE ON THE TRUNK ROADS.

A.—*Colombo District.*

Toll at the Wewala ferry.

B.—*Negombo District.*

Toll at the Mutuwadiya ferry.

C.—*Kalutara District.*

Toll at the Kalawellawa ferry.

Colombo, August 3, 1916.

J. G. FRASER,
Chairman.

Golahlenwatta-Yatawatta 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 sums for building a bridge washed away by floods in 1912, and also for erecting a temporary cart bridge across the Dwille-oya on the 26th mile on the above road and having also agreed to allow the estates concerned to pay their moieties in five annual instalments, the Provincial Road Committee, acting under section 23 of the Branch Roads Ordinance, No. 14 of 1896, have assessed the proportion due by each estate towards the fourth instalment, as follows :—

Repairs to Flood Damages.

(Estimate No. 680 of 1912-13.)

Government moiety	Rs. 5,500·00
Private contribution	Rs. 5,637·50

1st to 4th section, 4 miles.

Total acreage, 2,206—Rate per acre, Rs. 2·5555c.

Proprietors or Agents.	Estates.	Acreage.	Amount due.	Amount of each instalment.	Amount already paid.	Amount of Balance due and Interest at 4 per cent. thereon.		Amount of Fourth Instalment and Interest.
						Balance.	Interest.	
			Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.
The Lanka Plantations Co., Limited	Yatawatta	1,251	3,196 97	639 39	1,918 17	1,278 80	51 16	690 55
The Dangan Rubber Co.	Dangan	596	1,523 10	304 62	913 86	609 24	24 37	328 99
Geo. Greig	Laksahena	359	917 43	183 49	550 47	366 96	14 67	198 16
			5,637 50	1,127 50	3,382 50	2,255 0	90 20	1,217 70

Temporary Cart Bridge.

(Estimate No. 803 of 1912-13.)

Government moiety	..	Rs. 375·00
Private contribution	..	Rs. 384·37

1st to 4th section, 4 miles.

Total acreage, 2,206—Rate per acre, 1742c.

The Lanka Plantations Co., Limited	Yatawatta <th rowspan="2">1,251 <th rowspan="2">217 97 <th rowspan="2">43 59 <th rowspan="2">130 77 <th rowspan="2">87 20 <th rowspan="2">3 48 <th rowspan="2">47 7 </th></th></th></th></th></th></th>	1,251 <th rowspan="2">217 97 <th rowspan="2">43 59 <th rowspan="2">130 77 <th rowspan="2">87 20 <th rowspan="2">3 48 <th rowspan="2">47 7 </th></th></th></th></th></th>	217 97 <th rowspan="2">43 59 <th rowspan="2">130 77 <th rowspan="2">87 20 <th rowspan="2">3 48 <th rowspan="2">47 7 </th></th></th></th></th>	43 59 <th rowspan="2">130 77 <th rowspan="2">87 20 <th rowspan="2">3 48 <th rowspan="2">47 7 </th></th></th></th>	130 77 <th rowspan="2">87 20 <th rowspan="2">3 48 <th rowspan="2">47 7 </th></th></th>	87 20 <th rowspan="2">3 48 <th rowspan="2">47 7 </th></th>	3 48 <th rowspan="2">47 7 </th>	47 7
Geo. Greig	Laksahena	359	62 55	12 51	37 53	25 2	1 1	13 52
			384 37	76 87	230 61	153 76	6 15	83 2

Abstract.

Fourth Instalment.

	Rs. c.
Yatawatta	737 62
Dangan	351 42
Laksahena	211 68
	1,300 72

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before August 21, 1916.

Provincial Road Committee's Office,
Kandy, August 2, 1916.

C. S. VAUGHAN,
Chairman.

Galaha-Pupuressa Estate Cart Road.

NOTICE is hereby given that, in terms of the Estate Roads Ordinance, No. 12 of 1902, a meeting of the estate representatives interested in the above road will be held on Tuesday, September 19, 1916, at 3 P.M., at LeVallon Bungalow.

Business.

- To elect a Local Committee for two years.
- To draw up an estimate for the maintenance of the road for the year commencing October 1, 1916.
- To prepare a list of estates to be assessed for the private contribution on the above estimate.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, August 8, 1916. Chairman.

Norton-Carolina Branch Road.

(From Carolina Estate, 11th mile, Ambegamuwa to Norton bridge.)

(Flood Damages.)

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 flood damages on the above road which occurred on June 3 and 12, 1916, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, August 19, 1916, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

Government moiety	..	Rs. 220·00
Private contributions	..	Rs. 225·50

1st to 3rd section, 1½ mile.

Proprietors or Agents.	Estates.	Acreage.
T. E. Earle (R. Bennett)	St. Aubins	336
Carolina Tea Company (S. P. Blackmore)	Dotiagalla	181

1st to 5th section, 2½ miles.

Scottish Ceylon Tea Company, Limited (R. Bennett)	Lonach and Benachie	759
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1st to 8th section, 4 miles.

A. H. and E. P. Harding (S. Flyburgh)	Killin	307
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1st to 9th section, 4½ miles.

A. H. and E. P. Harding (S. Flyburgh)	Comar	261
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1st to 10th section, end of road, 5½ miles.

Alliance Tea Co. (J. Armitage)	Abordeen	480
Heirs of R. Aspland (E. Ware)	Norton	336
Hon. Mr. T. E. de Sampayo and L. B. Fernando (B. J. A. Carrim)	Hardenhuish and Ellaoya	477
H. A. Grigg (S. H. Grigg)	Lammermoor	187
H. A. Grigg and W. J. Hamilton (S. H. Grigg)	Laxapanagalla	344
Do.	Theberton	201
Fred. Clerk (H. Wallace)	Elfindale	640
H. A. Grigg	Galawatta	176
Donnybrook Tea Co. (Carson & Co.) (E. Ware)	Donnybrook	375
R. Fenwick (E. Ware)	Glengariffe	338

Eastern Produce & Estates
Company, Ltd. (C. G. Spiller) Dandukelewa and
Vellaioya .. 1,881

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, C. S. VAUGHAN,
Kandy, August 8, 1916. Chairman.

Norton-Carolina Branch Road.

(Flood Damages.)

NOTICE dated August 1, 1916, *re* assessment of estates
for flood damages on the Norton-Carolina road and which
appeared in *Gazette* No. 6,816 of August 4, 1916, is hereby
cancelled.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, August 8, 1916. Chairman.

Norton-Carolina Branch Road.

(From Carolina Estate, 11th mile, Ambegamuwa to
Norton Bridge.)

(Norton Bridge.)

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 Norton bridge for the year ending September 30, 1916,
the Provincial Road Committee, acting under the provisions

of "The Branch Roads Ordinance, 1896," will on Saturday,
August 19, 1916, at 11.30 A.M., at their office in Kandy,
proceed to assess the under-mentioned estates to make up
the private contributions:—

		Rs.	c.
Government moiety ..		225	00
Private contributions ..		227	25
	Proprietors or Agents. Estates. Acreage.		
Alliance Tea Co. (J. Armitage)	Aberdeen ..	480	
Heirs of R. Aspland (E. Ware)	Norton ..	336	
Hon. Mr. T. E. de Sampayo and L. B. Fernando (B. J. A. Carrim) ..	Hardenhuisk and Ellaoya ..	477	
H. A. Grigg (S. H. Grigg) ..	Lammermoor ..	187	
H. A. Grigg and W. J. Hamilton (S. H. Grigg) ..	Laxapanagalla ..	344	
Do. ..	Theberton ..	201	
Fred. Clerk (H. Wallace) ..	Elfindale ..	640	
H. A. Grigg ..	Galawatta ..	176	
Donnybrook Tea Co. (Carson & Co.) (E. Ware) ..	Donnybrook ..	375	
R. Fenwick (E. Ware) ..	Glengariffe ..	338	
Eastern Produce & Estates Company, Ltd. (C. G. Spiller)	Dandukelewa and Vellaioya ..	1,881	

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, C. S. VAUGHAN,
Kandy, August 1, 1916. Chairman.

Bevilla-Digowa Estate Road.

WITH reference to the Government Notification dated August 6, 1914, and published in the *Government Gazette* No. 6,648 of August 14, 1914, sanctioning the construction of the road from Bevilla to Digowa estate under the Estates Roads Ordinance, No. 12 of 1902, and notice dated June 8, 1915, and published in the *Government Gazette* No. 6,722 of June 18, 1915, notice is hereby given that the Local Committee for the said road has reported to the Provincial Road Committee of the Province of Sabaragamuwa that the construction of the road has been completed, except the bridge over the Gomala-oya and the necessary approaches to it, and that the interested estates have been assessed for the expenditure incurred from January 1, 1915, at the acreages and for the sections set forth in the subjoined schedule.

Whereas the Provincial Road Committee of the Province of Sabaragamuwa do hereby notify that, acting under the provisions of section 19 of the said Ordinance, the said Committee on July 21, 1916, considered and confirmed the assessment made by the Local Committee.

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman of the Local Committee, Mr. L. Bayly, of Dunedin estate, Yatiyantota, on or before September 15, 1916.

SCHEDULE REFERRED TO.

Section A from Digowa to Tatuwalakanda boundary.

1st section, $\frac{1}{2}$ mile.

Proprietors or Agents.	Estate.	Acreage.	Contributions.	
			Rs.	c.
Messrs. L. Bayly and G. A. Talbot ..	Digowa ..	544	509	45
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents ..	Manikanda ..	437	411	51
				920 96

2nd section, $\frac{3}{8}$ mile.

Nil.

Section B from Tatuwalakanda boundary to Ambalanpitiya at the Sitawaka-ganga, a distance of $1\frac{1}{2}$ mile.

1st section, $\frac{1}{2}$ mile.

Nil.

2nd section, $\frac{1}{2}$ mile.

Messrs. L. Bayly and G. A. Talbot ..	Digowa ..	544	343	7
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents ..	Manikanda ..	437	277	26
Hon. Mr. A. J. R. de Soysa ..	Tatuwalakanda ..	340	215	62
				835 95

3rd section, $\frac{1}{2}$ mile.

Messrs. L. Bayly and G. A. Talbot ..	Digowa ..	544	533	37
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents ..	Manikanda ..	437	430	83
Hon. Mr. A. J. R. de Soysa ..	Tatuwalakanda ..	340	335	21
				1,299 41

General charges on account of the whole sections.

Messrs. L. Bayly and G. A. Talbot ..	Digowa ..	544	116	38
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents ..	Manikanda ..	437	94	2
Hon. Mr. A. J. R. de Soysa ..	Tatuwalakanda ..	340	73	15
				283 55
				3,339 87

Proportionate Cost of Section of C from Ambanpitiya at the Sitawaka-ganga to Bevilla cart road, a distance of 2½ miles.

Proprietors or Agents.	Estate.	Acreage.	Contributions.	
			Rs. c.	Rs. c.
1st section, ½ mile near the river.				
Messrs. L. Bayly and G. A. Talbot..	Digowa	544	6,508	30
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents	Manikanda	437	5,257	17
Hon. Mr. A. J. R. de Soysa	Tatuwalakanda	340	4,090	25
				15,855 72
2nd section, ½ mile.				
Messrs. L. Bayly and G. A. Talbot..	Digowa	544	2,228	29
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents	Manikanda	437	1,799	94
Hon. Mr. A. J. R. de Soysa	Tatuwalakanda	340	1,400	40
Mr. J. B. M. Perera	Panvilla.	180	774	35
				6,202 98
3rd section, ½ mile.				
Messrs. L. Bayly and G. A. Talbot..	Digowa	544	2,107	90
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents	Manikanda	437	1,702	68
Hon. Mr. A. J. R. de Soysa	Tatuwalakanda	340	1,324	74
Mr. J. B. M. Perera	Panvilla	180	732	51
				5,867 83
4th section, ½ mile.				
Messrs. L. Bayly and G. A. Talbot..	Digowa	544	3,812	20
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents	Manikanda	437	3,079	36
Hon. Mr. A. J. R. de Soysa	Tatuwalakanda	340	2,395	85
Mr. J. B. M. Perera	Panvilla	180	1,324	76
				10,612 17
5th section, ½ mile near Bevilla.				
Messrs. L. Bayly and G. A. Talbot..	Digowa	544	690	4
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents	Manikanda	437	557	39
Hon. Mr. A. J. R. de Soysa	Tatuwalakanda	340	433	67
Mr. J. B. M. Perera	Panvilla	180	239	79
				1,920 89
<i>General charges on account of the whole sections.</i>				
Messrs. L. Bayly and G. A. Talbot..	Digowa	544	2,821	69
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents	Manikanda	437	2,279	27
Hon. Mr. A. J. R. de Soysa	Tatuwalakanda	340	1,773	34
Mr. J. B. M. Perera	Panvilla	180	980	55
				7,854 85
				48,314 44

Total Amount due by each Estate on account of construction from January 1, 1915, on sections A, B, and C.

Proprietors or Agents.	Estate.	Acreage.	Sections		General Charges.	Total.
			A and B.	C.		
			Rs. c.	Rs. c.	Rs. c.	Rs. c.
Messrs. L. Bayly and G. A. Talbot	Digowa	544	1,385 89	15,346 73	2,938 7	19,070 69
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents	Manikanda	437	1,119 60	12,396 54	2,373 29	15,889 43
Hon. Mr. A. J. R. de Soysa	Tatuwalakanda	340	550 83	9,644 91	1,846 49	12,042 23
Mr. J. B. M. Perera	Panvilla	180	—	3,071 41	980 55	4,051 96
			3,056 32	40,459 59	8,138 40	51,654 31

Provincial Road Committee's Office,
Ratnapura, July 28, 1916.

A. N. STRONG,
for Chairman.