



Ceylon Government Gazette

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PART II.—Legal and Judicial.

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

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

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UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE CEYLON AND EASTERN INVESTMENTS, LIMITED.

1. The name of the Company is "THE CEYLON AND EASTERN INVESTMENTS, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—

(a) To purchase or otherwise acquire the following shares and debentures or any of them:—

135 debentures Kaluganga Valley Tea and Rubber Company, Ltd.
125 shares in Blackwater Estates, Ltd.
500 shares in Rubber Plantations of Kalutara, Ltd.
334 shares in Ruanwella Tea Company, Ltd.
242 shares in Mahagama Rubber Company, Ltd.
140 shares in Hanwella Tea and Rubber Company, Ltd.
305 shares in Saffragam Rubber and Tea Company, Ltd.
75 shares in North-Western Rubber Company, Ltd.
400 shares in Cochin Rubber Company, Ltd.
500 shares in Roeberry Tea Company of Ceylon, Ltd.

- (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 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 purchase or acquire any shares or debentures in any Limited Companies registered in Ceylon, the Straits Settlements, or elsewhere.
- (d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.

- (e) To 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 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.
- (f) 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.
- (g) To enter into any arrangement or agreement with Government or any authorities and obtain rights, concessions, and privileges.
- (h) 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.
- (i) To lease any factory or other buildings from any company or person.
- (j) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (h) or (i), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
- (k) 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.
- (l) 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.
- (m) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of rubber and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
- (n) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (o) To establish and maintain in the United Kingdom, Ceylon, or elsewhere stores, shops, and places for the sale of 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.
- (p) 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.
- (q) 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.
- (r) To borrow or receive on loan money for the purposes 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.
- (s) 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.
- (t) 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.
- (u) 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.
- (v) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (w) 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.
- (x) 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.
- (y) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (z) To make and give voluntary gifts, donations, or subscriptions, whether of a purely charitable or non-charitable nature, as may be deemed desirable.
- (z1) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (z 2) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 3) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.

- (z 4) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partially paid up for such purpose.
- (z 5) To accept 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 6) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 7) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Three hundred thousand Rupees (Rs. 300,000), divided into Five thousand (5,000) preference shares bearing interest at seven per cent. per annum of Fifteen Rupees (Rs. 15) each, and Fifteen thousand (15,000) ordinary shares of Fifteen Rupees (Rs. 15) 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.
CHARLES GARNETT, London (by his attorney W. SUTHERLAND ROSS)	.. One
W. SUTHERLAND ROSS, Colombo One
STANLEY BOIS (by his attorney W. SUTHERLAND ROSS, Colombo) One
EDWIN JOHN (by his attorney W. SUTHERLAND ROSS, Colombo) One
G. C. SLATER, Colombo One
Witness to the above five signatures, at Colombo, this 18th day of June, 1917:	
V. A. JULIUS, Proctor, Supreme Court, Colombo.	
W. E. DRURY, Colombo One
F. N. SUDLOW, Colombo One
Witness to the above two signatures, at Colombo, this 19th day of June, 1917:	
V. A. JULIUS, Proctor, Supreme Court, Colombo.	
Total number of Shares taken ..	Seven

ARTICLES OF ASSOCIATION OF THE CEYLON AND EASTERN INVESTMENTS, 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 Ceylon and Eastern Investments, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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

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

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

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

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

“Month” means a calendar month.

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

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

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

“Holder” means a Shareholder.

BUSINESS.

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

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

CAPITAL.

4. The original capital of the Company is Three hundred thousand Rupees (Rs. 300,000), divided into Five thousand (5,000) preference shares bearing interest at seven per cent. per annum of Fifteen Rupees (Rs. 15) each, and Fifteen thousand (15,000) ordinary shares of Fifteen Rupees (Rs. 15) each.

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

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

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

SHARES.

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

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

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

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

Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them; and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined; and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, and that without offering the 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 amongst themselves as to who shall vote or give proxies and exercise such other rights and powers conferred on a sole Shareholder, the Shareholder whose name stands first on the register of shares shall vote or give proxies and exercise those rights and powers; provided, however, that in the event of such first registered Shareholder being absent from the Island, the first registered Shareholder then resident in Ceylon shall vote or give proxies and exercise all such rights and powers as aforesaid.

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

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

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

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

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

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 some advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance, and the Directors may agree upon not exceeding, however, six per centum per annum.

TRANSFER OF SHARES.

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

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

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

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

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

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

33. In no case shall the Directors be bound to inquire into the validity, legal effect, or genuineness of any instrument 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 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 36 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining

improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Seventy-five thousand Rupees (Rs. 75,000).

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

73. At any meeting every resolution shall be decided by the votes of the Shareholders present in person, or by proxy, or by attorney, and in case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the vote to which he may be entitled as a Shareholder; and unless a poll be immediately

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

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

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

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

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

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

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

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

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.

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

The Ceylon and Eastern Investments, 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 vote shall be tendered, and every vote (whether given personally or by proxy or by attorney) to which no objection shall be made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

86. No Shareholder 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 nor more than five, but this clause shall be construed as being directory only, and the continuing Directors may act notwithstanding any number of vacancies.

The qualification of a Director shall be his holding in his own right at least one fully paid share 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, each of the Directors shall be entitled to receive an annual sum of Rs. 150, but the Company in General Meeting may at any time alter the amount of such remuneration, 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 Garnett, Walter Sutherland Ross, and George Cyril Slater 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.

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.

The Directors shall appoint one of their number to be the Managing Director of the Company and shall confer on such Managing Director all the powers and duties that may be conferred on any Manager of the Company.

Such Managing Director shall hold office until removed by a vote of three-fourths of the Shareholders assembled at a General Meeting.

ROTATION OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

102. The office of the Director shall be vacated—

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

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

POWERS OF DIRECTORS.

103. The Directors shall have power to carry into effect the acquisition of the shares and debentures set out in the Memorandum of Association of the Company or any of them, and the lease, purchase, acquisition, or sale of any lands, estates, shares, debentures, or property they may think fit, or any share or shares thereof.

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

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

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

No investment above the value of Rupees Twenty thousand (Rs. 20,000) shall be made or realized by the Directors without the consent of the Managing Director.

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, 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 used or affixed to any deed or instrument except in the presence of two or more of the Directors, or of one Director and the Secretary or Secretaries of the Company, who shall attest the sealing thereof; such attestation on the part of the Secretaries, in the event of a firm or registered company being the Secretaries, being signified by a partner or duly authorized manager, secretary, attorney, or agent of the said firm or company, signing for and on behalf of the said firm or company 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.
- (h) The Managing Director shall have power 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 such Managing Director; 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 Managing Director may think expedient.

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 or 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 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 may direct payment of any dividend declared at such meeting, or of any interim dividends which may subsequently be declared by the Directors, wholly or in part in sterling by means of drafts or cheques on London, or 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 other form of specie, or in any one or more of such ways, and the Directors shall give effect to such direction; and where any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any Shareholder upon the footing of the value so fixed in order to adjust the rights of all parties.

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.

CHARLES GARNETT (by his attorney W. SUTHERLAND ROSS).

W. SUTHERLAND ROSS.

STANLEY BOIS (by his attorney W. SUTHERLAND ROSS).

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

G. C. SLATER.

Witness to the above five signatures, at Colombo, this 18th day of June 1917:

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

W. E. DRUBY.

F. N. SUDLOW.

Witness to the above two signatures, at Colombo, this 19th day of June 1917:

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

3rd Edition

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

1. The name of the Company is "THE HULANDAWA RUBBER AND TEA COMPANY OF CEYLON, LIMITED."
2. The registered office of the Company is to be established in Galle.
3. The objects for which the Company is to be established are—
 - (1) To purchase or otherwise acquire the Hulandawa estate, situate in the District of Matara of the Island of Ceylon.
 - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and any right of way, water rights, and other rights, privileges, easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
 - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands and real and personal, immovable and movable estate or property and assets of any kind of the Company, or any part thereof.
 - (4) To plant, grow, and produce rubber, tea, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
 - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) rubber, tea, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in rubber, tea, coconut produce, coconuts, coffee, and other products, wares, merchandise, articles and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
 - (6) To carry on in the Island of Ceylon, the Federated Malay States, India, or elsewhere, all or any of the following businesses, that is to say: planters of rubber, tea, coconuts, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers, tug owners, and wharfingers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and any other business which can or may conveniently be carried on in connection with any of them.
 - (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; to apply for, purchase or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like, conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated, directly or indirectly, to benefit the Company; and to use, exercise, develop, grant licenses in respect of or otherwise turn to account the property, rights, and information so acquired.
 - (8) To purchase, rubber, tea leaf, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
 - (9) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits or products, and generally to carry on the business of mining in all its branches.
 - (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses, and boats; of tugowners and wharfingers or of any other business which can or may conveniently be carried on in connection with the above respectively.
 - (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works, and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
 - (12) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, the Federated Malay States, India, and elsewhere, and generally to undertake the business of estate agents in the Island of Ceylon, the Federated Malay States, India, and elsewhere; to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings; and to transact any other agency business of any kind.
 - (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants, and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (14) To enter into any arrangements with any authorities, Government, Municipal, local, or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.

- (15) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise acquire any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (17) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures or book debts, or without any security at all, and generally to transact financial business of any kind.
- (18) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (19) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (20) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (21) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (22) To invest and deal with the moneys of the Company not immediately required upon such securities, and in such manner as may from time to time be determined.
- (23) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (24) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (25) To do all or any of the above things in any part of the world as principals, agents, contractors, or otherwise, or alone or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (26) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (27) To pay for any lands and real or personal, immovable or movable estate, property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company; and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up, or partly paid up) or in debentures, debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
- (28) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up, or partly paid up) of any company, or debentures or debenture stock or obligations of any company or person, or partly one and partly any other.
- (29) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (30) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

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

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into Ten thousand (10,000) shares of One hundred Rupees (Rs. 100) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided, consolidated, or divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
J. HAWKE, Palmgarden, Ratnapura	One
J. T. HAWKE, St. Blane, Nuwara Eliya	One
E. F. HAWKE, Hulandawa, Matara	One
CHAS. NORTHWAY, Deviturai, Ambalangoda	One
M. A. HAWKE, Roseneath, Kandy	One
M. V. HAWKE, Roseneath, Kandy	One
M. L. HAWKE, Roseneath, Kandy	One
Total Shares ..	Seven

Witness to the signature of JOSEPH JAMES HAWKE, at Palmgarden, Ratnapura, this 18th day of May, 1917:

J. S. CHARLES,
Clerk, Palmgarden, Ratnapura.

Witness to the signatures of JAMES THOMAS HAWKE, at Nuwara Eliya, this 21st day of May, 1917:

T. MACDONALD,
Merchant, Nuwara Eliya.

Witness to the signature of E. F. HAWKE, at Hulandawa, Matara, this 2nd day of June, 1917:

D. S. SAMARAWEEERA,
Conductor, Hulandawa.

Witness to the signature of CHARLES NORTHWAY, at Deviturai, Ambalangoda, this 8th day of June, 1917:

D. D. S. WEERASURIYA,
Clerk, Deviturai, Ambalangoda.

Witness to the signatures of MARIE ANGELE HAWKE, MARIE VALENTINE HAWKE, and MARIE LOUISE HAWKE, at Roseneath, Kandy, this 20th day of June, 1917:

M. BARLOW,
Housemaid, Roseneath, Kandy.

ARTICLES OF ASSOCIATION OF THE HULANDAWA RUBBER AND TEA COMPANY OF CEYLON, LIMITED.

It is agreed as follows:—

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

INTERPRETATION.

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

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

Special resolution.—"Special resolution" has the meaning assigned thereto by the Ordinance.

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

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

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

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

Shareholder.—"Shareholder" means a shareholder of the Company.

Presence or present.—With regard to a shareholder "presence or present" at a meeting means presence or present personally or by proxy or by attorney duly authorized.

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

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

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

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

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

Month.—“ Month ” means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

7. *Nominal capital.*—The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into Ten thousand (10,000) shares of One hundred Rupees (Rs. 100) each.

SHARES.

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

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

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

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

12. *Shares held by a firm.*—Shares may be registered in the name of a firm, and any partner of the firm or agent duly authorized to sign the name of the firm shall be entitled to vote and to give proxies, but not more than one partner may vote at a time.

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

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

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

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

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

INCREASE OF CAPITAL.

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

19. *Issue of new shares.*—The new shares shall be issued upon such terms and conditions and with such preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, as the General Meeting resolving on the creation thereof or any other General Meeting of the Company shall direct; and 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. The Directors shall have power to add to such new shares such an amount of premium as they may consider proper.

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

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

22. *Reduction of capital and subdivision or consolidation of shares.*—The Company in General Meeting may by special resolution reduce the capital in such manner as such special resolution shall direct, and may by special resolution subdivide or consolidate the shares of the Company or any of them.

SHARE CERTIFICATES.

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

24. *Certificates to be under Seal of Company.*—The certificates of shares shall be issued under the Seal of the Company.

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

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

TRANSFER OF SHARES.

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

28. *Transfer of shares.*—(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, and as provided by sub-clause (5) or (7) of this Article, no share shall be transferred to a person who is not a Shareholder so long as any Shareholder is willing to purchase the same as hereinafter provided.

(2) Except where the transfer is made pursuant to sub-clause (1), (5), or (7) 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 proposing transferor's price"), and shall constitute the Company his agent for the sale of the share to any Shareholder of the Company at such price. 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 sixty days after being served with such notice find a Shareholder willing to purchase the share at the proposing transferor's price (hereinafter called "the purchasing Shareholder"), and give notice thereof to the proposing transferor, the latter shall be bound, upon payment of the said price, to transfer the share to the purchasing Shareholder.

(4) 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.

(5) If the Company shall not within the space of sixty days after being served with the transfer notice find a Shareholder willing to purchase all or any of 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 sixty days, be at liberty, subject to Article 32, to sell and transfer the said shares, or such of them as have not been sold to a purchasing Shareholder, to any person but at a price not less than that specified by him in his transfer notice.

(6) 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 by lots drawn in regard thereto as the Directors shall think fit.

(7) Any share may be transferred by a Shareholder to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife, or husband of a Shareholder, and any share of a deceased Shareholder may be transferred by his executors or administrators to any trustees under the will of any such deceased Shareholder, or to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow, or widower of such deceased Shareholder, to whom such deceased Shareholder may have specifically bequeathed the same, or who may be entitled to the residuary estate of such deceased Shareholder or any part or share of such residuary estate, and shares standing in the name of the trustees of the will of any deceased Shareholder may be transferred to any beneficiary as aforesaid under the will or, upon any change of trustees, to the trustees for the time being of such will, and the restrictions in sub-clause (1) of this Article contained shall not apply to any transfer authorized by this sub-clause.

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

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

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

32. *Board may decline to register transfers.*—The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company have a lien or otherwise; or to any person not approved by them, but the latter restriction shall not apply where the proposed transferee is already a Shareholder, nor to a transfer made pursuant to Article 28 (7) hereof.

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

34. *Registration of transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2·50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

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

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

40. *Failing such registration, shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under clause 39 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder, no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may offer the same to the Shareholders in proportion to the existing shares held by them in the manner specified in Article 20 hereof; and such shares as may not be taken up by the Shareholders the Directors may sell, either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

42. (a) *If call or instalment be not paid, notice to be given to Shareholder.*—If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder or his executors or administrators, or the trustee or assignee in his bankruptcy, requiring him to pay the same, together with any interest that may have accrued, at the rate of 9 per cent. per annum, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

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

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

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

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

45. (a) *Certificates of surrender or forfeiture.*—A certificate in writing under the hands of two of the Directors and of the Agent or Secretary or Agents or Secretaries that a share has been duly surrendered or forfeited, stating the time when it was surrendered or forfeited, shall be conclusive evidence of the facts therein stated as against all persons who would have been entitled to the share but for such surrender or forfeiture; such certificate and the receipt of the Company for the price of such share shall constitute a good title to such share, and a certificate of proprietorship shall be delivered to any person who may purchase the same from the Company; such purchaser thereupon 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.

(b) *Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. per annum

on the amount of the sums wherein default in payment had been made; but no share *bona fide* sold, re-allotted, or otherwise disposed of under Article 43 hereof, shall be redeemable after sale or disposal.

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

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

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

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

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

PREFERENCE SHARES.

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

52. *Modification of rights and consent thereto.*—If at any time by the issue of preference shares or otherwise the capital is divided into shares of different classes—

- (1) The holders of any class of shares 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 all the holders of shares of the class, 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.

53. *Meeting affecting a particular class of shares.*—Any meeting for the purpose of the last preceding clause shall be convened and conducted in all respects as nearly as possible in the same way as an Extraordinary General Meeting of the Company, provided that no 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.

CALLS.

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

(b) *Calls, time when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board Meeting of the Directors or by resolution in writing in terms of Article 121.

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

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

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

BORROWING POWERS.

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

MEETINGS.

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

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

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

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

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

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

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

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

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

67. *Quorum to be present.*—No business shall be transacted at any General Meeting, except the declaration of a dividend recommended by a report of the Directors or the election of a Chairman, unless there shall be present in person at the commencement of the business three or more persons being Shareholders entitled to vote or persons holding proxies or powers of attorney from Shareholders entitled to vote.

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

77. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall have one vote for every one share held by him.

78. *Curator of minor, &c., when not entitled to vote.*—The parent or curator of a minor 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 minor, lunatic, female, or deceased person, unless such person shall have been registered as a Shareholder.

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

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

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

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

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

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

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

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

DIRECTORS.

87. *Number of Directors.*—The number of Directors shall never be less than two nor more than five. In the event of the number of Directors in Ceylon ever being reduced to one, such remaining Director shall immediately cause to be convened an Extraordinary General Meeting of the Shareholders for the purpose of filling up one or more of the vacancies; but, in the event of a quorum of Shareholders not attending such meeting, the remaining Director shall himself appoint a Director to fill one of the vacancies. Any Director so appointed shall hold office until the next Ordinary General Meeting of the Company. Until such appointment the remaining Director shall not act except for the purpose of appointing another and if necessary enabling him to be placed on the Register of Shareholders.

88. *Their qualification and remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least Five thousand Rupees (Rs. 5,000), and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Nine hundred Rupees (Rs. 900) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be Joseph James Hawke, Esq., of Palmgarden estate, Ratnapura; James Thomas Hawke, Esq., of Orion estate, Gampola; and Charles Northway, Esq., of Deviturai estate, Elpitiya, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

91. *Appointment of successors to Directors.*—The General Meeting at which Directors retire or ought to retire by rotation shall appoint successors to them, and in default thereof such successors may be appointed at a subsequent General Meeting. No person, not being a retiring Director, shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any General Meeting, unless he or some other Shareholder intending to propose him has, at least seven clear days before the meeting, left, at the office, a notice in writing under his hand signifying his candidature for the appointment or the intention of such Shareholder to propose him.

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

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

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

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

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

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

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

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

100. *Resignation of Directors.*—A Director may at any time give notice in writing of his intention to resign by delivering such notice to the Secretary, or by leaving the same at the office or by tendering his written resignation at a meeting of the Directors.

101. No contract, arrangement, or transaction entered into by or on behalf of the Company with any Director, or with any company or co-partnership of which a Director is a partner, or of which he is a Director, Managing Director, or Manager, shall be void or voidable, nor shall such Director be liable to account to the Company for any profit realized by such contract, arrangement or transaction, by reason only of such Director holding that office, or of the fiduciary relation thereby established, provided that the fact of his interest or connection therewith be fully disclosed to the Company or its Directors.

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

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

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

103. *How Directors removed and successors appointed.*—The Company may by an extraordinary 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.

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

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

POWERS OF DIRECTORS.

106. The Directors shall have power to purchase or otherwise acquire the said Hulandawa estate.

107. *To manage business of Company and pay preliminary expenses, &c.*—The business of the Company shall be managed by the Directors either by themselves or through a Managing Director or with the assistance of an agent or agents

and secretary or secretaries of the Company to be appointed by the Directors for such a period, and on such terms as they shall determine, and the Directors may pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation, and the registration of the Company, and in connection with the placing of the shares of the Company and in and about the valuation, purchase, lease, or acquisition of the said Hulandawa estate and of any other lands, estates, or property, and the opening, clearing, planting, and cultivation thereof, and in or about the working and business of the Company.

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

109. *To appoint proctors and attorneys.*—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.

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

111. *To sell and dispose of Company's property, &c.*—It shall be lawful for the Directors, if authorized so to do by a special resolution of 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.

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

121. *Resolution in writing by all the Directors as valid as if passed at a meeting of Directors.*—A resolution in writing signed by all the Directors for the time being resident in Ceylon shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted, provided that not fewer than two Directors shall sign it.

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

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

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

COMPANY'S SEAL.

124. *The use of the seal.*—The seal of the Company shall not be used or affixed to any deed, certificate of shares, or other instrument except in the presence of two or more of the Directors, or of one Director and the Agents and Secretaries of the Company, who shall attest the sealing thereof; such attestation on the part of the Agents and Secretaries, in the event of a firm being the Agents and 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 Agents and Secretaries. The sealing shall not be attested by one person in the dual capacity of Director and representative of the Agents and Secretaries.

ACCOUNTS.

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

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

127. *Statement of accounts and balance sheet to be furnished to General Meeting.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the profit and loss account for the preceding financial year, and a balance sheet containing a summary of the property and liabilities of the Company made up as at the end of the same period.

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

132. *Payment of dividends in specie.*—Any General Meeting may direct payment of any dividend declared at such meeting or of any interim dividends which may subsequently be declared by the Directors, wholly or in part in sterling by means of drafts or cheques on London, or 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, where any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets, or any part thereof, and may determine that cash payments shall be made to any Shareholder upon the footing of the value so fixed, in order to adjust the rights of all parties.

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

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

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

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

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

138. *Dividends may be paid by cheque or warrant and sent through the post.*—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 the registered address of that one whose name stands first on the register in respect of the joint-holding; but the Company shall not be liable or responsible for the loss of any such cheque or dividend warrant sent through the post.

139. *Notice of dividend; forfeiture of unclaimed dividend.*—Notice of all dividends or bonuses to become payable shall be given to each Shareholder entitled thereto; and all dividends or bonuses unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by a resolution of the Board of Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund. For the purposes of this clause any cheques or warrants which may be issued for dividends or bonuses and may not be presented at the Company's bankers for payment within three years shall rank as unclaimed dividends.

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

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

AUDIT.

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

143. *Qualification of Auditors.*—No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but an Auditor shall not be debarred from acting as a professional accountant in doing any special work for the Company which the Directors may deem necessary. 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.

144. *Appointment and retirement of Auditors.*—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.

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

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

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

148. *Duty of Auditor.*—Every Auditor shall be supplied with a copy of the balance sheet and profit and loss account 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.

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

NOTICES.

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

151. *Shareholders to register address.*—Every Shareholder shall furnish the Company with 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.

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

159. *Distribution.*—If the Company shall be wound up, and there shall be any surplus assets after payment of all debts and satisfaction of all liabilities of the Company, such surplus assets shall be applied, first, in repaying to the holders of the preference shares (if any) the amounts 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 after such payments there shall remain any surplus assets, such surplus assets shall be divided among the ordinary 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, unless the conditions attached to the preference shares expressly entitle such shares to participate in such surplus assets.

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

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names, at the places and on the days and dates hereinafter mentioned.

J. HAWKE.

J. T. HAWKE.

E. F. HAWKE.

CHAS. NORTHWAY.

M. A. HAWKE.

M. V. HAWKE.

M. L. HAWKE.

Witness to the signature of JOSEPH JAMES HAWKE, at Palmgarden, Ratnapura, this 18th day of May, 1917:

J. S. CHARLES,
Clerk, Palmgarden, Ratnapura.

Witness to the signature of JAMES THOMAS HAWKE, at Nuwara Eliya, this 21st day of May, 1917:

T. MACDONALD,
Merchant, Nuwara Eliya.

Witness to the signature of EDWIN FREDRICK HAWKE, at Hulandawa, Matara, this 2nd day of June, 1917:

D. S. SAMARAWERA,
Conductor, Hulandawa.

Witness to the signature of CHARLES NORTHWAY, at Deviturai, Ambalangoda, this 8th day of June, 1917:

D. D. S. WEERASURIYA,
Clerk, Deviturai, Ambalangoda.

Witness to the signatures of MARIE ANGELE HAWKE, MARIE VALENTINE HAWKE, and MARIE LOUISE HAWKE, at Roseneath, Kandy, this 20th day of June, 1917:

M. BARLOW,
Housemaid, Roseneath, Kandy.

The Ankande Estate Company of Ceylon, Limited.

NOTICE is hereby given that the Twenty-first Ordinary General Meeting of Shareholders will be held at the registered office of the Company, No. 21, Baillie street, Fort, Colombo, on Monday, July 30, 1917, at noon.

Business.

1. To receive the report of the Directors and accounts for season ended March 31, 1917.
2. To elect a Director.
3. To appoint Auditors for season 1917/18.
4. To consider and, if thought fit, to pass the subjoined resolutions:—

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

(1) By inserting after Article 128 the following Article to be numbered 128 (a):—

“Any General Meeting may direct payment of any dividend declared at such meeting, or of any interim dividends which may subsequently be declared by the Directors, wholly or in part in sterling by means of drafts or cheques on London, or 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 other form of specie, or in any one or more of such ways, and the Directors shall give effect to such direction; and where any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any Shareholder upon the footing of the value so fixed, in order to adjust the rights of all parties.”

(2) That Article 113 be deleted and the following article be inserted in its place:—

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

Should the above resolutions or either of them be passed by the requisite majority they or it will be submitted for confirmation as special resolutions or a special resolution to an Extraordinary General Meeting of the Company, which will be subsequently convened for the purpose.

5. To transact such other business as may properly come before the meeting.

The Share Transfer Books of the Company will be closed from July 17 to August 2, 1917, inclusive.

By order of the Directors,

LEWIS BROWN & CO., LTD.,
Agents and Secretaries.

Auction Sale under the Mortgage Decree entered in Case No. 29,975 of D.C., Colombo.

ON Friday, August 10, 1917, commencing at 2 P.M., at the office No. 118, Hulftsdorp, Colombo, of the following properties, to wit:—(1) 4/9 parts of the land called Mudaliyankarutha, with the entirety of the house thereon at Deenagoda, in Beruwala; (2) 7/8 parts of Keeman-totamwatteudumulla at ditto; (3) 7/8 parts of Paragaha-totekumbura at ditto; (4) 7/8 parts of Kitulgahaliadda and Gorakagahaliadda at ditto, for the recovery of the sum of Rs. 17,683.75, further interest and costs (less Rs. 3,000).

126 Dematagoda.

D. B. GUNARATNE,
Auctioneer.

Auction Sale.

In the District Court of Colombo.

Emmanuel Francis Peiris of Roseneath, Moratuwa Plaintiff.
No. 46,662. Vs.

Pannahennedige John Abraham Anthony Dias of Moratuwa Defendant.

UNDER decree entered in the above case and by virtue of the order to sell issued to me, I shall sell by public

auction on Thursday, August 9, 1917, at 4.30 P.M., at the spot the following property, specially bound and executable for the realization of the amount therein decreed, to wit:—

All those several contiguous portions of land called Kaluhabaralagahawatta *alias* Madangahawatta now forming one property, together with the trees and buildings standing thereon; situated at Moratuwella, in Moratuwa, containing in extent 1 rood 30 7/100 perches.

Further particulars from C. S. A. Perera, Esq., Proctor and Notary, Colombo, or—

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

Auction Sale.

In the District Court of Colombo.

Dr. Christopher Brito Babapulle of Colombo..... Plaintiff.
No. 45,095. Vs.

(1) Samoonoth Umma, wife of (2) Omër Lebbe Marikar Mohamed Ibrahim *alias* Omër Lebbe Marikar Mohamed, both of No. 13, Grandpass, Colombo Defendants.

UNDER decree entered in the above case and by virtue of the order to sell issued to me, I shall sell by public auction on Friday, August 10, 1917, at 5 P.M., at the spot, the following property, specially bound and executable, for the realization of the amount therein decreed, to wit:—

All that allotment of land, with the upstairs buildings standing thereon, bearing assessment No. 192/104, situated at Skinner's road south, in Colombo, and containing in extent 6 22/100 square perches.

Further particulars from A. M. Rupesinghe, Esq., Proctor and Notary, Colombo, or—

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

Auction Sale of mortgaged Property in Ratambale.

In the District Court of Colombo.

Don Baron Wijeyesinghe of Ratambale..... Plaintiff.
No. 47,932. Vs.

Alice Rosalind Senaratna of 41, Ketawalamulla, Dematagoda, representative of the estate of Don Henry Wijeyesinghe, deceased Defendant.

UNDER and by virtue of the decree entered of record in the above case and the order to sell issued to me therein, I am authorized by the court to sell by public auction on Friday, August 10, 1917, at 12 noon, on the spot, the following premises primarily mortgaged with the plaintiff and declared bound and executable under the said decree for the payment of the sum of Rs. 720, interest and costs, to wit:—

All that allotment of land called Galahitiyawa and everything thereto belonging, situated at Ratambale, in the Udugaha pattu of Siyane korale, in the District of Colombo, in extent 3 acres and 6 perches.

Further particulars can be had from T. F. Bandaranayaka, Esq., the plaintiff's Proctor, or from—

G. EMANUEL DABERA,
No. 118, Hulftsdorp. Auctioneer and Broker.

A Chance for Capitalists and Jewellers.

Auction Sale of Valuable Jewellery and Precious Stones under Mortgage Decree.

UNDER and by virtue of the decree entered in case No. 47,711, D. C., Colombo, against D. F. de Silva & Co., I am directed by the District Court of Colombo, to sell by public auction on Friday, August 10, 1917, commencing at 11.30 A.M., at the shop adjoining Messrs. Thomas Cook & Son in G. O. H. Buildings, Fort, Colombo, the following jewellery and precious stones, to wit:—

- 1 parcel brilliants (25 stones) weighing 8, 1/32 carats.
- 1 parcel brilliants (127 stones) weighing 8½, 1/32 carats.
- 1 parcel brilliants (144 stones) weighing 13½, 1/32 carats.
- 1 parcel brilliants (5 stones) weighing 2½, 1/16, 1/32 carats.
- 1 parcel brilliants (405 stones) weighing 13½ carats.
- 2 large aquamarines.

- 1 sapphire and brilliant necklace.
- 2 rubies and drop necklace.
- 1 pearl and drop necklace.
- 1 ruby and drop half-hoop bangle.
- 1 ruby and drop chain bracelet.
- 1 ruby and brilliant chain bracelet.
- 1 sapphire and brilliant chain bracelet.
- 1 sapphire turquoise pendant.
- 1 aquamarine brilliant pendant.
- 1 ruby brilliant pendant.
- 1 ruby and pearl pendant.
- 1 pearl spray brooch.
- 1 pearl star pendant.
- 1 brilliant spray brooch.
- 1 brilliant necklace and tiara.

H. D. JOHN PIERIS,

No. 8, Hulftsdorp street, Colombo. Auctioneer and Broker.

Auction Sale of a very Valuable Coconut Estate fully planted and bearing.

In the District Court of Colombo.

(1) Seena Cheyna Ana Oona Chellappa Chetty, and
(2) Seena Cheyna Ana Oona Muttiah Chetty,
both of Sea street, Colombo..... Plaintiffs.
No. 46,515. Vs.

- (1) Seyadu Ahamadu Nachial, widow of Naina Mohamed Levvai Marakayar Mohamedan Miras, was also known as Muna Kavanna Neyna Naina Mohamadu Lebbe, (2) Neyna Muna Kavanna Mohamed Mohideen, sometimes also called Nena Muna Kavanna or Nena Moona Mohamadu Mohideen Tamby, (3) Neyna Muna Kavanna Cader Mohideen, sometimes called Nena Muna Kavanna Kader Mohideen and Neina Muna Mohamadu Cader Mohideen, (4) Neyna Muna Kavanna Mohamadu Abdul Cader, (5) Neyna Moona Kavanna Sahul Hamidu, (6) Neyna Muna Kavanna Mohamadu Haniffa, and (7) Neyna Muna Kavanna Mohamadu Mariam, wife of Mohideen Abdul Cader, all of Nadu street, Adirampatnam, India, presently of Bankshall street, Colombo..... Defendants.

UNDER and by virtue of the decree entered in the above style action in the District Court of Colombo, and an order issued to me by the said court, I shall put up for sale by public auction at the spot on Tuesday, August 28, 1917, commencing at 3 P.M., the following property, to wit:—

1. All that coconut estate called and known as Kudal-pota, situated in the village Kudallapota, Horawadunna, Beddegedera, Hattiriyawa, and Bammana in Katugampola Medapattu korale of Katugampola hatpattu, in the District of Kurunegala, North-Western Province, comprising the following allotments of land adjoining each other, namely, (1) Kudallapotamukalana, (2) Beddegederamukalana, (3) Dambugodellamukalana, and (4) Balaliyawe; bounded on the east by cart road, south by cart road and the estate of Yuwana Moona Mohamed Lebbe Marikar Hadjar, west by the lands belonging to Ungurala and others, and north by the land reservation and estates of Ana Kovenna Sina Cosmuhamadu and Egonis Appuhami, containing in extent 220 acres 3 roods 19 perches.

2. (a) An allotment of land called Bogahamulahena, together with the buildings standing thereon, situated at Horawadunna aforesaid, containing in extent 6 acres 19 perches.

(b) Three undivided fourth parts or shares of an allotment of land called Bogahamulahena, together with the buildings standing thereon, situated at Horawadunna aforesaid, containing in extent 11 acres 2 roods 19 perches.

(c) One undivided half part or share of two adjoining allotments of land called Bogahamulahena, together with the buildings standing thereon, situated at Horawadunna aforesaid, containing in extent 2 acres 2 roods 37 perches.

(d) Three undivided fourth parts or shares of an allotment of land called Bogahamulahena, together with the buildings standing thereon, situated at Horawadunna aforesaid, containing in extent 1 acre 3 roods.

(e) One undivided half part or share of an allotment of land called Bogahamulahena, together with the buildings

standing thereon, situated at Horawadunna aforesaid, containing in extent 3 acres 2 roods 20 perches.

(f) One undivided eight part or share of all that allotment of land called and known as Delgahawatta *alias* Bogahawatta, situated at Horawadunna aforesaid, containing in extent about 30 lahas kurakkan sowing.

(g) One undivided half part or share of Wewagawakumbura, situated at Horawadunna aforesaid, containing in extent 2 pelas of paddy sowing.

(h) One undivided half part or share of all that field called Talgahamulakumbura *alias* Wewagawakumbura, situated in the village Kudal-pota in the Katugampola Meda pattu korale of Katugampola hatpattu aforesaid, containing in extent about 1 amunam paddy sowing.

(i) One undivided half part or share of all that land called Wewayanakumbura, situated at Horawadunna aforesaid, containing in extent about 3 pelas of paddy sowing.

(j) All that allotment of land called Wegonnewatta, situated in the village Horawadunna aforesaid, containing in extent 3 roods 10 perches.

(k) All that allotment of land called Wegonnewatta, situated at Horawadunna aforesaid, containing in extent 4 acres 2 roods 19½ perches.

(l) One undivided half part or share of the land called Wegonnewatta, situated at Horawadunna aforesaid, containing in extent 2 acres 21 perches.

(m) All that allotment of land called Bogahamulahena, together with the buildings standing thereon, situated in the village Horawadunna aforesaid, containing in extent 1 acre 4 perches.

(n) All that allotment of land called Bogahamulahena, together with the buildings standing thereon, situated in the village Horawadunna, aforesaid, containing in extent 2 acres 2 roods 33 perches.

(o) All that allotment of land called Waygonnewatta, together with the buildings standing thereon, situated in the village Horawadunna aforesaid, containing in extent 7 acres 2 roods 34½ perches.

(p) One undivided half part or share of two adjoining allotments of land called Bogahamulahena, together with the buildings standing thereon, situated at Horawadunna aforesaid, containing in extent 37 perches.

For further particulars apply to the undersigned—

4, Baillie street, Fort, A. Y. DANIEL,
Colombo, July 18, 1917. (OF A. Y. DANIEL & SON).

Auction Sale of Properties at Liyanagemulla and Katunayaka.

UNDER decree in case No. 11,759, D. Negombo, entered in favour of the plaintiff Rawanna Mana Lana Panjacheram Chetty, by his attorney Rawanna Mana Lana Muttaiyah Chetty of Negombo, against the defendants (1) Madanasinhage Don Aron and wife (2) Jayaweera Arachchige Sopy Fernando, both of Katunayaka, (3) Mutuwadige Dona Elisa, (4) Jayaweera Arachchige Peter Fernando, (5) Weerasinghe Don Paul, all of Katunayaka, (6) S. P. L. Muttaiyah Palle of Negombo, (7) S. P. L. Karuppen Chetty, (8) S. P. L. Letchamanan Chetty, (9) K. N. A. V. Nagappa Chetty, (10) K. N. A. V. Arunasalam Chetty, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the undermentioned properties mortgaged by bond No. 689 dated February 27, 1908, and attested by Notary T. H. de Silva, by public auction at the respective spots on Tuesday, August 7, 1917, viz.:—

At 10 A.M.

(1) The garden called Moonamalgahawatta, situate at Liyanagemulla, in Dasiya pattu of Alutkuru korale, in the District of Negombo, in extent 1 rood and 20 perches.

At 10.15 A.M.

(2) The garden called Moonamalgahawatta, situate at Liyanagemulla aforesaid, in extent 3 roods and 30 perches.

At 10.30 A.M.

(3) The ½ share of the two contiguous portions of lands called Indigahawatta and Indigahadalupotha, situate at Kurana-Katunayaka, in Dasiya pattu aforesaid, in extent 1 acre and 1 rood, with the buildings standing thereon.

Further particulars from D. L. E. Amerasinghe, Esq., Proctor, S. C., and Notary, Negombo, or—

Negombo, July 17, 1917. M. P. KURERA,
Auctioneer.

Auction Sale of Properties within the Gravets of Negombo.

UNDER decree in case No. 11,733, D. C., Negombo, entered in favour of the plaintiff Marasinghe Sriwardane Pabilis Dias, of 2nd Division, Thammita, against the defendants (1) Meewang Karaweera Aratchige Cicilia Peries and husband (2) Panambouage Romel Fernando, both of 1st Division, Thammita, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned properties, mortgaged by bond No. 252 dated November 18, 1911, and attested by M. D. A. S. Goonasekera, Notary, by public auction, at the respective spots on Monday, August 13, 1917, viz. :—

At 10 A.M.

(1) The eastern undivided $\frac{1}{2}$ share of the land called Dombagahawatta, situate at 2nd Division, Bolewalana, within the gravets and in the District of Negombo, in extent about 2 roods.

At 10.30 A.M.

(2) The undivided $\frac{1}{2}$ of $\frac{1}{2}$ share of the land called Ambagahawatta *alias* Delgahawatta, situate at 2nd Division, Bolewalana aforesaid, in extent about 20 perches.

Further particulars from D. J. S. Goonawardane, Esq., Proctor, Negombo, or—

M. P. KURERA,
Auctioneer.

Negombo, July 10, 1917.

Auction Sale of Property at Doranagoda, in the District of Negombo.

UNDER decree in case No. 11,790, D. C., Negombo, entered in favour of the plaintiff Thaladhityagameralelaga Don Marthelis Appu, of Bolewalana, against the defendant Thaladhityakankanemalage John Sinno of Doranagoda, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property mortgaged by bond No. 992 dated December 9, 1915, and attested by Notary A. L. J. Cross-Dabrera, by public auction at the spot, at 4 P.M., on Monday, August 13, 1917, viz. :—

All that undivided $\frac{2}{3}$ parts of the land called Kongahawatta, situate at Doranagoda, in Dasiya pattu of Alutkuru korale, in the District of Negombo; bounded on the north by field and Dewata road, on the east by land belonging to Juanis Appu and others, south by land belonging to Babanis Appu, and west by Karanis Appu's land; containing in extent about 4 acres.

Further particulars from Tudor Ranasinghe, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA,
Auctioneer.

Negombo, July 2, 1917.

Auction Sale of Properties at Makevita, in Ragam Pattu, and Opatha, in Dasiya Pattu, of Alutkuru Korale.

UNDER decree in case No. 11,861, D. C., Negombo, entered in favour of the plaintiff Manamalage Daniel Fernando Vedamaharaya of Kotugoda, against the defendant Walimunidwage Davith Fernando of Kotugoda, in Dasiya pattu of Alutkuru korale, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned properties, mortgaged by the defendant by bond No. 23,192 dated June 13, 1908, and attested by N. J. C. Wijesekera, Notary, by public auction at the respective spots on Tuesday, August 14, 1917:—

At 3 P.M.

1. The field called Dematagahamulahariandakumbura, situate at Makevita, in Ragam pattu of Alutkuru korale, in the District of Colombo; containing in extent 5 bushels and 1 peck paddy sowing ground.

At 3.15 P.M.

2. The land called Dematagahanatta and the buildings standing thereon, situate at Makevita aforesaid; containing in extent 20 perches.

At 3.30 P.M.

3. The land called Dematagahawatta and the buildings standing thereon, situate at Makevita aforesaid; containing in extent 12 perches.

At 3.45 P.M.

4. An undivided $\frac{1}{7}$ share of the field called Makullagahakumbura, situate at Makevita aforesaid; containing in extent about 12 parras of paddy sowing ground.

At 4.30 P.M.

5. The undivided $\frac{10}{21}$ shares of the land called Ambagahawatta, situate at Opatha, in Dasiya pattu of Alutkuru korale, in the District of Negombo; containing in extent about $2\frac{1}{2}$ acres.

Further particulars from D. J. S. Goonawardane, Esq., Proctor, Negombo, or—

M. P. KURERA,
Auctioneer.

Negombo, July 12, 1917.

Auction Sale of Properties at Dandugama and Kudahakapola, in the District of Colombo.

UNDER decree in case No. 11,742, D. C., Negombo, entered in favour of the plaintiff Rawanna Mana Una Lana Muttaiyah Chetty of Negombo, against the defendants Leanage Barbara Perera, (2) Kurugamaga Agustino Perera, both of Kudahakapola, wife and husband, and Vitarnage Marsal Rudrigo Muppurala of Bandarawatta, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned properties mortgaged by the defendants by bond No. 542 dated January 8, 1913, and attested by D. L. E. Amarasinghe, Notary, by public auction at the respective spots, on Wednesday, August 15, 1917, viz. :—

At 3 P.M.

(1) An undivided $\frac{1}{20}$ share of all those portions of land now forming one block called and known as Meewalawatta Gamayakumbura and Kongahaovita, situate at Dandugama, in Ragam pattu of the Alutkuru korale, in the District of Colombo, the entire land is in extent about 18 acres.

At 3.15 P.M.

(2) An undivided $\frac{1}{20}$ share of all that land called Kadurugahaovita and field, situate at Dandugama aforesaid, the entire land is in extent 1 acre 3 roods and 11.2 perches.

At 4 P.M.

(3) An undivided $\frac{1}{10}$ share of an undivided half share, from the north of all those four contiguous lots of land now forming one land called Ambagahawatta, Gorakagahawatta, Kongahawatta *alias* Pangilawatta *alias* Pansalwatta, and Delgahawatta, and of the buildings standing thereon, situate at Kudahakapola, in Ragam pattu aforesaid, the entire land is in extent 6 acres and 24 perches.

At 4.15 P.M.

(4) An undivided $\frac{1}{20}$ share of the land called Kongahawatta, situate at Kudahakapola aforesaid, the entire land is in extent about 2 acres.

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

M. P. KURERA,
Auctioneer.

Negombo, July 17, 1917.

Auction Sale of a Property at Sevendana, in the District of Kurunegala.

UNDER decree in case No. 11,961, D. C., Negombo, entered in favour of the plaintiff Rawanna Mana Una Lana Muttaiyah Chetty of Negombo, against the defendants (1) Kiripitige Andre Fernando of Hendiyagala, and (2) Kiripitige Lucia Fernando of Kimbulapitiya, administratrix of the estate of her deceased husband Irrippuge Anthony Fernando of Kimbulapitiya, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property mortgaged by bond No. 4,508, dated June 3, 1911, and attested by Notary T. H. de Silva, by public auction at the spot, at 4 P.M., on Thursday, August 16, 1917, viz. :—

The land called Batagahawatta of two contiguous lots, situate at Sevendana, in Pitigal korale of Katugampola hatpattu, in the District of Kurunegala, North-Western Province, containing in extent about 2 acres and 1 rood, of this land an undivided half share with the buildings thereon.

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

M. P. KURERA,
Auctioneer.

Negombo, July 17, 1917.

Auction Sale of a Valuable Property at Boralessa, in the District of Chilaw.

UNDER decree in case No. 11,849, D. C., Negombo, entered in favour of the plaintiff Kawanna Kana Kana Nana Supperamaniam Chetty of Negombo, against the defendants (1) Porutotage Moises Fernando and (2) Porutotage Isabel Fernando, both of Boralessa, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property, mortgaged by bond No. 4,599 dated December 20, 1912, and attested by W. D. M. Karunaratne, Notary, as a secondary mortgage, by public auction, at the spot, at 10 A.M., on Saturday, August 18, 1917, viz. :—

The land called Kosgahawatta, situate at Boralessa, in Kammal pattu of Pitigal korale, in the District of Chilaw ; bounded on the north by lands in plans Nos. 128,267, 127,792, 127,791, and 128,230, east by road, south by lands in plans Nos. 128,247, 128,246, and 128,336, and on the west by lands in plans Nos. 128,330 and 128,231 ; containing in extent 5 acres 2 roods and 24 perches, of this land and of the buildings standing thereon an undivided half share.

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

Negombo, July 17, 1917.

M. P. KURERA,
Auctioneer.

Sale by Public Auction.

UNDER mortgage decree in case No. 11,784, D. C., Negombo, entered in favour of the plaintiff Nana Vana Ana Christnan Pulle of Negombo, against the defendant Livanage Don Jacolis Perera Appuhamy of Katuwapitiya, and by virtue of the order to sell issued to me for the recovery of the amount stated therein, I shall sell by public auction at the respective spots on Friday, August 10, 1917, the under-mentioned properties, to wit :—

At 4 P.M.

1. The portion of land called Keenagahalanda, situate at Katuwapitiya, in Dunagaha pattuwa, in extent about 1 rood, and the buildings standing thereon.

At 4.30 P.M.

2. The undivided eastern $\frac{1}{2}$ share from and out of the $\frac{6}{10}$ share, in extent about 1 rood, and of the buildings standing thereon of the $\frac{1}{4}$ share of the land called Keenagahalanda, situate at Mahahunupitiya, in pattuwa aforesaid.

For further particulars apply to P. D. F. de Croos, Esq., Proctor, Supreme Court, and Notary Public, Negombo, or to me.

Negombo, July 16, 1917.

K. L. PEREIRA,
Auctioneer.

Public Auction.

BY virtue of a commission issued to me in case No. 15,114, D. C., Galle, for the recovery of the sum of Rs. 6,318.75, with interest thereon at 9 per cent. per annum from May 25, 1917, till payment, and costs of suit due by the defendants (1) P. L. Juan de Silva Wijekularatna, Mudaliyar of Kumbalwella, Galle, and (2) H. D. John Peiris of 119,

Hulftsdorp street, Colombo, assignee of the insolvent estate of the 1st defendant to the plaintiff Mr. Abraham Dias Jayasundare of Unawatuna, as per decree entered in the said case I shall sell by public auction at the spots, the following mortgaged property on the following dates :—

On Saturday, August 4, 1917, commencing at 4 P.M., to wit :—

(1) All that defined lot A of the land called Toragodawila, containing in extent about 5 acres, situate at Angulugaha and Dorape.

(2) All that defined lot 4 B of the land called Toragodawila, containing in extent about 5 acres, situate at ditto.

(3) All that defined lot No. 3 of the land called Toragodawila, containing in extent 1 acre and 6.66 perches, situate at ditto.

(4) All that one-half of an undivided $\frac{3}{4}$ parts of the defined southern one-half portion of Toragodawila (exclusive of an undivided 3 bags of paddy sowing extent), situate at ditto, containing 34 acres 2 roods and 12 perches in extent.

On Monday, August 6, 1917, at 4.30 P.M., to wit :—

(5) All that land called Adderawatta (comprising defined and contiguous lots marked A and B), with all the buildings on the said land (marked Municipal Assessment No. 247), situate at Kumbalwella, Galle, containing in extent 2 acres 2 roods and 4.90 perches.

Galle, July 12, 1917.

K. JOHN GABRIEL,
Auctioneer.

Auction Sale.

In the District Court of Galle.

(1) Ana Roona Ana Roona Soyenna Mana Soma-sunderam Chettyar of India, (2) Ana Kana Mana Veyna Sheena Thana Mutturaman Chetty of Sep street, Colombo Plaintiffs.
No. 14,989. Vs. 1505

Sinna Tamby Chetty Cadirawel Chetty of Pettigalawatta in Galle Defendant.

UNDER and by virtue of the decree entered in the above action and the order issued to me therein, I shall sell by public auction on Saturday, August 11, 1917, at the spot, at 2.30 P.M., the following property, declared specially bound and executable, for the recovery of the amount due on the said decree, viz. :—

All that defined allotment of land called Ela-adderawatta alias Pettigalawatta (which includes within it the lot of land called Pettigalawattagala), with the boutique marked Municipal Nos. 72, 72 A, 73, and 74, a room, two stables, smithy, and house, and all other buildings on the said defined allotment, situate at Pettigalawatta or Galupiyadda, within the Four Gravets of Galle ; bounded as per plan No. 328 dated June 30, 1914, made by S. H. Dahanayake, Surveyor, on the north by Pettigalawatta road, east by part of the same land, south by the high road to Matara, and west by Pettigalawatta road, containing in extent 1 rood and 10 perches.

CHAS. M. GOONASEKERA,
Auctioneer.

The Colombo Buddhist Theosophical Society, Limited.

Sandaresa and Buddhist Press Income and Expenditure Account for the Year ending December 31, 1916.

	Amount.	Total.
	Rs. c.	Rs. c.
To Salaries and wages	6,692 47	
Paper	3,049 95	
Ink	129 66	
Rent	1,000 0	
Postage of newspapers	4,292 65	
Gas and water	596 21	
Stationery	166 86	
Travelling expenses	266 63	
Sundry expenses	1,321 13	
Repairs to machinery	322 25	
Legal expenses	43 25	
		17,881 6
Job printing, salaries, and wages	—	2,461 90
Job printing, bad debts	—	31 50
		20,374 46

	Total.
	Rs. c.
By Subscriptions	6,278 24
Newspaper sales	298 36
Advertisements	6,012 49
Job printing	3,353 45
Profit on sale of books	565 0
Profit on sale of diary	672 40
Profit on sale of almanacs	10 69
Profit on Samaya book sales	126 70
Balance, being loss, carried to general revenue account	3,057 13
	20,374 46

Balance Sheet as at December 31, 1916.

LIABILITIES.		Amount.	Total.	ASSETS.	
		Rs. c.	Rs. c.	Amount.	Total.
				Rs. c.	Rs. c.
<i>Security Deposits.</i>					
Cashier, deposit and interest accrued	556	50			
Storekeeper, deposit and interest accrued	266	88			
			823		38
<i>Legacies and Various Funds.</i>					
Sinhalese National Buddhist Fund	4,000	0			
Australian Home Bush Ananda College Prize Fund:—					
As per last account	633	34			
Less cost of prizes during year	337	38			
			295		96
Australian Home Bush accumulations of interest	800	55			
Society legacies	1,050	0			
Olcott fund	296	32			
Pension fund	116	97			
Harischandra Memorial Fund, balance unexpended at date	4,741	7			
			11,300		87
<i>Loans.</i>					
Theosophical Society Adyar for purchase of Ananda College ground	34,000	0			
W. A. de Silva	17,150	0			
W. A. de Silva, <i>re</i> Buddhist Girls' College	10,000	0			
Sundry persons	1,250	75			
			62,400		75
<i>Sundry Creditors.</i>					
On open account	1,861	74			
Salaries, &c., of school teachers	31,596	16			
Sandaresa staff, salaries and wages	690	90			
Due for travelling expenses, &c.	283	95			
Ananda College expenses	576	63			
Suspense account	839	69			
Subscriptions, &c., received in advance on account of 1917	1,167	27			
			37,016		34
<i>Accumulated Fund.</i>					
As per last account	12,618	90			
Add Amounts received from Buddhist Educational Society, Ltd., viz:—					
Cash	3,991	28			
Land at Battaramulla	6,450	0			
Subscriptions from life members	15,500	0			
Difference between book value and actual valuations made in respect of the following:—					
Buddhist headquarters, land and buildings	30,603	98			
Office furniture	2,049	20			
Plant and machinery	8,452	54			
Printing materials, type, &c.	4,824	22			
Furniture at numerous schools	27,532	89			
Dharmaraja College	55,000	0			
Land at Mampe	250	0			
			167,273		1
Less Transfer from general revenue account	11,693	28			
			155,579		73
<i>ASSETS.</i>					
<i>Cash.</i>					
At Hong Kong and Shanghai Banking Corporation	4,421	18			
At National Bank of India, Ltd.	160	48			
In hands of cashier	1,405	62			
			5,987		28
<i>Sundry Debtors.</i>					
Due by Government for school grants	34,575	63			
C. Batuwantudawa	2,711	34			
Moore's Ananda College account	40	50			
Loan account	102	0			
Loans to staff	128	90			
Sandaresa subscription arrears considered good	2,045	45			
Sandaresa advertisement arrears considered good	1,306	88			
Sandaresa job printing arrears considered good	940	0			
Members subscriptions arrears considered good	458	0			
C. P. Gunawardena	50	90			
			42,359		60
<i>Payments in Suspense.</i>					
Amount over-expended on Dias Memorial	384	50			
Advances to School Managers for buildings and furniture, &c., not yet accounted for	2,983	70			
			3,368		20
<i>Stock.</i>					
Paper	100	0			
School books	875	65			
Diaries	1,268	0			
Ink	42	56			
Glue	14	0			
Job printing materials	160	69			
			2,460		90
<i>Office Furniture.</i>					
As per last account	500	0			
Additions during the year	53	30			
Increase in value <i>per contra</i>	2,049	20			
			2,602		50
<i>School Furniture.</i>					
Estimated value Rs. 37,266.26 taken at					30,000 0
<i>Printing Materials, Type, &c.</i>					
As per last account	541	9			
Additions during the year	641	99			
Increase in value <i>per contra</i>	4,824	22			
			6,007		30
<i>Plant and Machinery.</i>					
As per last account	1,500	0			
Increase in value <i>per contra</i>	8,452	54			
			9,952		54
<i>Land.</i>					
Land at Battaramulla taken over from Buddhist Educational Society, Ltd.	6,450	0			
Land at Mampe purchased by Society but not previously valued	250	0			
			6,700		0
<i>Land and Buildings.</i>					
Buddhist headquarters, as per last account	9,396	2			
Increase in value <i>per contra</i>	30,603	98			
			40,000		0
<i>School Land and Buildings.</i>					
Ananda College	62,682	75			
Dharmaraja College	55,000	0			
			117,682		75
			267,121		7

We have audited the accounts of the Colombo Buddhist Theosophical Society, Limited, for the year ending December 31, 1916, and report to the members that all our requirements as Auditors have been complied with. The books are still kept on a cash basis, but all outstanding liabilities as at December 31, 1916, which have been brought to our knowledge, have been incorporated in the above accounts. Credit has been taken for all Government grants due for 1916, in respect of those schools whose examinations were held during 1916, which have since been received. No credit has been taken in the accounts for amounts due in respect of subscriptions to Sandaresa, advertisements in Sandaresa, and work done by the job printing department, which are not considered good and recoverable. The balance standing at the credit of accumulated fund has been increased during the year in respect of costs of buildings and furniture not previously treated as expenditure on capital account. The value of the Dharmaraja College buildings has been estimated by the principal, and we recommend that this asset should be written off during the period of the lease, which has still a considerable number of years to run. The valuation placed upon school furniture has been made in most cases by the head teachers of the various schools. It amounted to Rs. 37,266.26, and to guard against over-valuation we have taken the value of this furniture at a round sum of Rs. 30,000, upon which depreciation should be written off every year in the future. The valuations of the land and buildings comprising the Buddhist headquarters, of the furniture therein, and of the plant, machinery, and printing materials, &c., have been professionally made, and these valuations have been brought into the Society's Books. We have only shown the valuation of the Ananda College and Dharmaraja College buildings in the accounts, as representing the two chief colleges controlled by the Society. The values of the land, and buildings thereon, in connection with the many schools controlled by this Society in different districts, which have been valued by the respective teachers at a sum of some Rs. 252,000, have not been taken into account by us, as the expenditure thereon, in our opinion, only represents an asset of the Society for so long as the school in question is carried on. Subject to these remarks we certify that, in our opinion, the Balance Sheet is a full and fair statement properly drawn up so as to exhibit a true and correct view of the state of the Society's affairs as shown by the books and according to the explanations given to us.

MORISON & BELL,
(Chartered Accountants.)
Public Auditors.

Colombo, July 2, 1917.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specification has been accepted:—

No. 1,538 of July 9, 1917.

Peena Ona Perumal and Justin Harry Marcel.

"Improvements in rubber tapping knives."

Abstract:—The characteristics of this tapping knife are:—(1) The blade is of "Zed" section instead of the "channel" section that has hitherto characterized the type; and (2) the cutting edge at the end of the flat part of the blade is ground for half the width of the blade on the same side as its flange and for the other half width on the reverse side. The flanges are also ground for cutting edges in the usual way.

The claim is:—

In rubber tapping knives, a knife provided with a flat blade having parallel flanges on alternate sides, projecting one on one side and the other on the other side of the blade, forming guards and terminating in cutting edges, and formed at its end in the shape of a hollow V, each limb of the V being ground on the same side as the projecting flange adjacent to it to form a cutting edge, substantially as described and illustrated.

One sheet of drawings.

E. HUMAN,
Registrar of Patents.

THE under-mentioned packages having been left at the Baggage Office, beyond the time prescribed by law, notice is hereby given that, unless the same be previously cleared, they will be sold by public auction on August 21, 1917, at 1 P.M. Goods to be cleared on or before Friday, August 24, 1917:—

Date. 1917.	S. R. Nos.	Names.	Vessel.	No. and Description of Packages.
Feb 26	3154/58	Delmege Forsyth & Co.	ss. Perseus	5 packages
Mar. 1	3432	Do.	do.	1 compass
Mar. 7	3703	R. G. Pülle	Talaimannar train	1 parcel cigars
Mar. 10	3848	Left by a passenger	ss. Malwa	1 parcel cigars
Mar. 16	4077	Mr. Etherington	Talaimannar train	1 parcel tobacco
Mar. 19	4112	Capt. MacCallum, care of H. P. Penasseran, Delmege, Forsyth & Co.	ss. Leicestershire	1 case
Mar. 25	4343	Trottes, G. O. H.	ss. Namur	1 revolver
Mar. 28	4545	Payne	ss. Kaiser-I-Hind	1 chair
	4547	Hon. Mr. Douglas	ss. Namur	1 chair
April 3	4602	W. B. Purslow, ss. Clan Buchanan, care of Clan Line Agent	Parcel post	1 parcel
April 4	4621	Miss Linderserge, G. O. H.	ss. Mongolia	1 revolver
	4623	Mr. Wiston, G. O. H.	ss. Nellore	1 revolver
April 10	4741	Mr. Lloyd	do.	1 chair
	4743	Mr. Colbert	do.	1 chair
	4744	B. R. Hurle	do.	1 chair
	4745	G. T. May	do.	1 chair
	4746	A. G. Sim	do.	1 suit case
June 21	6482	K. Arumogam Vaidayar	W. B. 1/32 of November 29, 1916, train	1 parcel drugs
June 23	6489	P. Sunderam Chetty	W. B. 3/4 of February 23, 1917, train	1 case beedies

H. M. Customs,
Colombo, July 16, 1917.

W. T. SOUTHERN,
for Principal Collector.

Total Quantities of the Principal Products of the Island exported in Vessels, whose completed Manifests have been checked, during the period from July 1 to 7, 1917.

Steamship.	Date of Clearing.	For what Port.	Black Tea.	Green Tea.	Rubber.	Cacao.	Cardamoms.	Coffee.			Cinnamon Quills.	Cinnamon Chips.	Products of Coconut Palm.				Plumbago.	Coir.			Citronella Oil.	Cinnamon Oil.	Cinchona.	Gingelly Poonas.	Ebony.	Orchilla.	Kital Fibre.		
								Plantation.	Native.	Total.			Coconut Oil.	Copra.	Lesicated Coconuts.	Poonas.		No.	Coconuts.	Yarn.								Fibre.	Bristle.
COLOMBO.																													
Australian	12-6-17	Marseilles	450																										
City of Rangoon	12-6-17	London	819034																										
Dilwara	3-6-17	Salonica	583416																										
Do.	3-6-17	Bombay	14116	1824	106																								
Do.	3-6-17	Karachi	6847																										
Claneus	27-5-17	London	551421		67264																								
Do.	27-5-17	Liverpool	600																										
Kaga Maru	4-6-17	London	509261		299318																								
Do.	4-6-17	Liverpool																											
Do.	4-6-17	Glasgow																											
Menova	7-6-17	Melbourne	732793																										
Do.	7-6-17	Sydney	1216387		3031	80				12281																			
Do.	7-6-17	Dunedin	122034																										
Do.	7-6-17	Brisbane	35492																										
Do.	7-6-17	Adelaide	138655																										
Do.	7-6-17	Auckland	186026			40																							
Do.	7-6-17	Wellington	133174																										
Do.	7-6-17	Lytleton	134456																										
Do.	7-6-17	Bundaberg	2250																										
Do.	7-6-17	Rockhampton.	875																										
Do.	7-6-17	Palmerston	600																										
Do.	7-6-17	Bluff	7230																										
Do.	7-6-17	Geraldton	1500																										
Do.	7-6-17	New Castle	6440																										
Do.	7-6-17	Launceston	420																										
Do.	7-6-17	Perth	11315																										
Do.	7-6-17	Christchurch.	5630																										
Do.	7-6-17	Fremantle	38148																										
Do.	7-6-17	Wairarua	1125																										
Do.	7-6-17	Napier	1975																										
Do.	7-6-17	Wanganui	1100																										
Do.	7-6-17	Burketown	1000																										
Pembrokeshire	7-6-17	London	1325772	19660	253685																								
Do.	7-6-17	Manchester	15033		15033																								
Telemachus	8-6-17	Marseilles			39755																								
Umkuza	8-6-17	Cape Town	50031			550																							
Do.	8-6-17	East London.	30045																										
Do.	8-6-17	Port Elizabeth	29123																										
Do.	8-6-17	Alagoa Bay	8281																										

GALLE.—Nil

Statement showing the Importation of Rice into the Ports of Colombo and Galle during the Week ended July 7, 1917.

TO COLOMBO:—		Bags.	
From Bombay	..	820	
Calcutta	..	510	
Dhanushkodi*	..	26,586	
Tuticorin	..	160	
Total	..	<u>28,076</u>	

TO GALLE.—Nil.

H. M. Customs,
Colombo, July 9, 1917.

* By rail.
1,100 bags rice were shipped during the week.

W. T. SOUTHOBY,
for Principal Collector.

TRADE MARKS NOTICES.

NOTE.—In the following lists the numbers in the second column show the number of the "Ceylon Government Gazette" in which the mark was advertised:—

Trade Marks registered during the Month of June, 1917.

Application No.	Gazette No.	Name of Registered Proprietor.	Class.	Certificate No.
1,097 ..	6,864 ..	Messrs. The Goodyear Tire & Rubber Company ..	40 ..	1,767
1,187 ..	6,858 ..	Mr. Y. Uchimatsu ..	48 ..	1,768
1,183 ..	6,867 ..	Messrs. W. & A. Bates, Ltd. ..	40 ..	1,769
1,153 ..	6,869 ..	Messrs. Mitchell Brothers, Ltd. ..	43 ..	1,770

Trade Marks removed from the Register during the Month of June, 1917, through Non-payment of Renewal Fees.

— ..	5,930 ..	Messrs. Clark, Young & Co. ..	4 ..	394
— ..	5,916 ..	Messrs. The Compressed (Whole Leaf) Tea Syndicate, Ltd. ..	42 ..	396
— ..	5,930 ..	Mr. Samuel B. Hartman ..	2 & 3 ..	404

Registrar-General's Office,
Colombo, July 11, 1917.

N. W. MORGAPPAH,
Acting Registrar-General.

Application No. 1,207.

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. Brown & Company, Limited, of Colombo, Engineers and General Merchants, who claim to be the proprietors of the following Trade Mark, have applied for the registration of the same in their name in respect of cutlery and plated ware in Classes 12 and 14 in the Classification of Goods in the above-mentioned Regulations:—



The essential particulars of the Trade Mark are the distinctive device and the word "Chatham," and the applicants disclaim any right to the exclusive use of the added matter.

Registrar-General's Office,
Colombo, July 11, 1917.

N. W. MORGAPPAH,
Acting Registrar-General.

LOCAL BOARD NOTICES.

SANITARY BOARD, KALUTARA DISTRICT.

Statement of Revenue and Expenditure of the Sanitary Board, Panadure, for the Year 1916.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Taxes	7,754	20	Establishment	1,200	0
Licenses	6,850	50	Revenue services	341	61
Fines	241	0	Office contingencies	151	44
Rents	2,217	84	Audit charges	90	84
Miscellaneous	1,378	87	Education	60	0
Interest	400	0	Purchase of stores	67	51
			Miscellaneous expenses	336	67
			Lighting	1,755	29
			Sanitary charges	5,307	52
			Public works	3,556	98
			Expenses in connection with Town Guard	6	12
			Refunds	304	0
				13,177	98
Balance on December 31, 1915	18,842	41	Advance to Director of Public Works	5,000	0
	23,733	90		18,177	98
			Balance on December 31, 1916	24,398	33
Total	42,576	31	Total	42,576	31

The Kachcheri,
Kalutara, February 23, 1917.

I certify that the above statement has been examined and compared with the books and supporting vouchers, that it is correct, that the revenue due has been collected, and that the expenditure is in conformity with law and authority.

C. V. BRAYNE,
Chairman.

W. W. WOODS,
Colonial Auditor.

Colombo, June 15, 1917.

Statement of Revenue and Expenditure of the Sanitary Board, Horana, for the Year 1916.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Taxes	1,312	96	Establishment, &c.	356	0
Licenses	3,475	0	Revenue services	113	73
Fines	208	60	Salary of cemetery-keeper and two coolies	239	25
Rents	855	34	Audit charges	28	56
Miscellaneous	95	20	Purchase of stores	62	55
			Lighting and scavenging	1,954	21
			Miscellaneous expenses	31	15
			Public works	217	42
			Refunds	4	50
				3,007	37
Balance on December 31, 1915	5,947	10	Advance to Director of Public Works	6,192	0
	7,049	20		9,199	37
			Balance on December 31, 1916	3,796	93
Total	12,996	30	Total	12,996	30

The Kachcheri,
Kalutara, February 23, 1917.

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

C. V. BRAYNE,
Chairman.

W. W. WOODS,
Colonial Auditor.

Colombo, June 15, 1917.

Statement of Revenue and Expenditure of the Sanitary Board, Alutgama, for the Year 1916.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Taxes	2,903	12	Pay of clerk	120	0
Licenses	713	50	Pay of Inspector	245	0
Fines	12	50	Revenue services	163	40
Rents	1,078	89	Audit charges	25	91
Miscellaneous	34	75	Lighting and scavenging	1,474	72
			Miscellaneous expenses	2	10
			Public works	1,192	20
			Repayment of loan	225	0
				3,448	33
Balance on December 31, 1915	4,742	76	Balance on December 31, 1916	6,010	41
	4,715	98		9,458	74
Total	9,458	74	Total	9,458	74

The Kachcheri,
Kalutara, February 23, 1917.

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

C. V. BRAYNE,
Chairman.

W. W. WOODS,
Colonial Auditor.

Colombo, June 15, 1917.

Statement of Revenue and Expenditure of the Sanitary Board, Beruwala, for the Year 1916.

REVENUE.	Amount. Rs. c.	EXPENDITURE.	Amount. Rs. c.
Taxes ..	3,714 82	Pay of clerk ..	120 0
Licenses ..	644 50	Pay of Inspector ..	210 0
Fines ..	139 50	Revenue services ..	279 25
Rents ..	100 71	Audit charges ..	24 66
Miscellaneous ..	78 85	Lighting and scavenging ..	2,029 2
		Miscellaneous expenses ..	20 97
		Upkeep of the cemetery, buildings, &c. ..	224 50
		Refunds ..	2 0
		Repayment of loan ..	330 0
Balance on December 31, 1915 ..	4,678 38		
	5,121 46	Balance on December 31, 1916 ..	3,240 40
Total ..	9,799 84	Total ..	6,559 44
			9,799 84

The Kachcheri,
Kalutara, February 23, 1917.

C. V. BRAYNE,
Chairman.

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

W. W. WOODS,
Colonial Auditor.

Colombo, June 15, 1917.

Statement of Revenue and Expenditure of the Sanitary Board, Neboda, for the Year 1916.

REVENUE.	Amount. Rs. c.	EXPENDITURE.	Amount. Rs. c.
Assessment tax ..	375 40	Pay of clerk ..	24 0
Commutation tax ..	314 0	Revenue services ..	42 58
Stamp duty on liquor license ..	795 0	Audit charges ..	7 3
Stamp duty on other licenses ..	46 0	Scavenging and conservancy ..	232 91
Fines ..	21 80	Miscellaneous ..	14 40
Miscellaneous ..	1 0	Repayment of loan ..	70 0
	1,553 20		390 92
Balance on December 31, 1915 ..	2,742 17	Balance on December 31, 1916 ..	3,904 45
Total ..	4,295 37	Total ..	4,295 37

The Kachcheri,
Kalutara, February 23, 1917.

C. V. BRAYNE,
Chairman.

I certify that the above statement has been compared with the books and supporting vouchers, that it is correct, that the revenue has been duly collected, and that the expenditure is in conformity with law and authority.

W. W. WOODS,
Colonial Auditor.

Colombo, June 15, 1917.

Statement of Revenue and Expenditure of the Sanitary Board, Tebuwana, for the Year 1916.

REVENUE.	Amount. Rs. c.	EXPENDITURE.	Amount. Rs. c.
Assessment tax ..	591 77	Pay of clerk ..	24 0
Commutation tax ..	360 0	Revenue services ..	118 23
Stamp duty on liquor license ..	603 0	Audit charges ..	8 26
Stamp duty on other licenses ..	39 50	Scavenging and lighting ..	313 16
Fines ..	89 50	Miscellaneous ..	15 90
Miscellaneous ..	3 0		479 55
	1,686 77	Balance on December 31, 1916 ..	4,517 57
Balance on December 31, 1915 ..	3,310 35	Total ..	4,997 12
Total ..	4,997 12		

The Kachcheri,
Kalutara, February 23, 1917.

C. V. BRAYNE,
Chairman.

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

W. W. WOODS,
Colonial Auditor.

Colombo, June 15, 1917.

ROAD COMMITTEE NOTICES.

Dotale Branch Road.

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a general meeting of the proprietors or resident managers of the estates interested in the above road will be held on Monday, August 6, 1917, at Elkaduwa Factory at 9 A.M.

Business.

To elect a Local Committee to serve for two years.

The Local Committee immediately after the election will hold a meeting—

(a) To consider and report to the Provincial Road Committee with regard to—

(1) The names of the estates (with their acreages) to be assessed for the private contribution on the

maintenance estimate for the year ending September 30, 1918.

(2) The sections used by these estates.

(3) The names of the proprietors, resident managers, or superintendents, and of the agents of these estates.

N.B.—The meeting for the election of the Local Committee should consist of such number of proprietors or resident managers within the district as shall represent not less than one-third of the acreage.

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, July 9, 1917. Chairman.