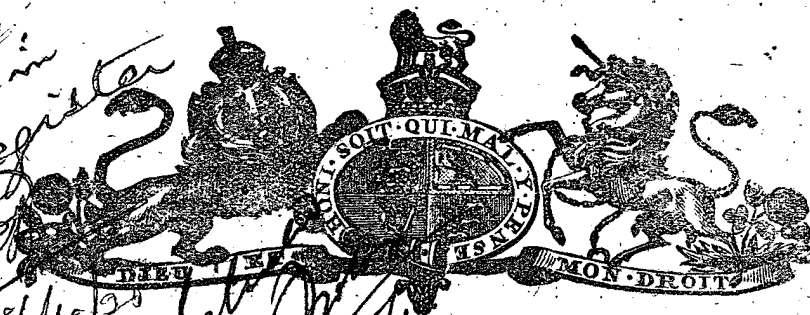


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Part I.—General.

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PROCLAMATION.

IN the Name of His Majesty GEORGE THE FIFTH, of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, King, Defender of the Faith.

PROCLAMATION.

By His Excellency Sir GRAEME THOMSON, Knight Commander of the Most Honourable Order of the Bath, Officer Administering the Government of the Island of Ceylon, with the Dependencies thereof.

GRAEME THOMSON.

WHEREAS by section 28 of “The Courts Ordinance, 1889,” it is amongst other things enacted that Criminal Sessions of the Supreme Court shall be holden by one of the Judges thereof, or by a Commissioner of Assize duly appointed under the provisions of the said Ordinance, for each of the Circuits into which the Island is divided, for the hearing, trying, and determining all prosecutions which shall be commenced against any person for or in respect of any crime or offence or alleged crime or offence—

For the Southern Circuit, twice at least at Galle, and such other places in such Circuit as the Officer Administering the Government, after previous consultation with the Judges, shall appoint; such Sessions commencing at Galle on April 25 and on September 15 in each year:

And whereas it is further enacted by the said Ordinance that it shall be competent for the Officer Administering the Government, for sufficient reason appearing, after previous consultation with the Judges, to alter the dates above mentioned and to fix any other date for the commencement of the Sessions at any place:

And whereas it appears to Us expedient to alter as hereinafter ordered the date fixed by the said Ordinance for holding the first Criminal Sessions of the Supreme Court at Galle:

Now, therefore, know Ye that We, the said Officer Administering the Government, for sufficient reason to Us appearing, and after previous consultation with the Judges, do hereby order that the Session of the Supreme Court appointed to be holden at Galle in the month of April shall this year be holden at Galle on or about Monday, May 24, 1920.

Given at Colombo, in the said Island of Ceylon; this Eighth day of April, in the year of our Lord One thousand Nine hundred and Twenty.

By His Excellency’s command,
 B. HORSBURGH,
 Acting Colonial Secretary.

GOD SAVE THE KING.

APPOINTMENTS, &c.

No. 116 of 1920.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to make the following acting appointment on his Personal Staff, with effect from April 5, 1920, during the illness of Mr. H. M-M. MOORE, or until further orders:—

Mr. R. H. WHITEHORN to be Private Secretary, and to act, in addition to his duties as Private Secretary, as Aide-de-Camp.

By His Excellency's command,
Colonial Secretary's Office, B. HORSBURGH,
Colombo, April 7, 1920. Acting Colonial Secretary.

No. 117 of 1920.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to make the following appointments:—

Mr. R. B. NAISH to act as Assistant at Mannar to the Government Agent, Northern Province; District Judge, Commissioner of Requests, and Police Magistrate, Mannar; Assistant Collector of Customs, Master Attendant, and Receiver of Wrecks, Mannar; Additional Superintendent of Police, Mannar; and Local Authority under the Petroleum Ordinance for the District of Mannar, with effect from April 5, 1920, during the employment of Mr. R. H. WHITEHORN on other duty, or until further orders.

Mr. W. O. STEVENS to be, in addition to his own duties, Additional Assistant at Matale to the Government Agent, Central Province, from April 2 to 5, 1920, inclusive.

Mr. L. P. EMERSON, Divisional Irrigation Engineer, Northern Division, to be, in addition to his own duties, Additional Assistant at Mannar to the Government Agent, Northern Province, for April 9, 1920.

Mr. E. RODRIGO to the office of District Judge, Commissioner of Requests, and Police Magistrate, Batticaloa, and Visitor of the Prison at Batticaloa, with effect from April 8, 1920, until further orders.

Mr. G. KOCH to act as Commissioner of Requests and Municipal Magistrate, Colombo, and Additional Police Magistrate, Colombo, *vice* Mr. H. E. NEWNHAM, on

April 7, 1920, or until the resumption of duties by that officer.

Mr. E. G. JONKLAAS to act as Commissioner of Requests and Police Magistrate, Gampola, *vice* Mr. A. V. VAN LANGENBERG, on April 3, 1920, or until the resumption of duties by that officer.

Mr. F. C. GIMSON to be a Justice of the Peace for the District of Colombo, with effect from April 1, 1920.

Mr. E. B. FERNANDO, Head Clerk, Police Office, Kandy, to be, in addition to his own duties, Registrar of Servants, Kandy, with effect from April 7, 1920, until further orders.

Mr. B. H. DOLE, Inspector of Police, Nuwara Eliya, as Registrar of Servants for the Nuwara Eliya District, with effect from April 1, 1920, *vice* Inspector C. V. GOONERATNE transferred.

By His Excellency's command,
Colonial Secretary's Office, B. HORSBURGH,
Colombo, April 8, 1920. Acting Colonial Secretary

No. 118 of 1920.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to order that Mr. T. D. PERERA, Cadet, be attached to the Anuradhapura Kacheheri from April 9 to 17, 1920, or until further orders.

By His Excellency's command,
Colonial Secretary's Office, B. HORSBURGH,
Colombo, April 7, 1920. Acting Colonial Secretary.

No. 119 of 1920.

IT is hereby notified that **HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT OF CEYLON** has been pleased to appoint Mr. F. G. SAUNDER, of Nuwara Eliya, to be an Unofficial Member of the Board of Improvement, Nuwara Eliya, in place of Mr. G. H. MASEFIELD, who has left the Island.

By His Excellency's command,
Colonial Secretary's Office, B. HORSBURGH,
Colombo, April 8, 1920. Acting Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to make the following appointments:—

B. J. ARASARATNAM, Secretary, District Court, Mannar, to act as Registrar of Lands, Mannar, for one week and one day from April 7, 1920, during the absence of the Registrar, A. MANIKAVASAKAR, on leave, or until further orders.

MURUGESU STEPHEN CHELLAPPAH to act as Registrar of Lands, Mullaittivu, for three weeks and two days from April 2, 1920, during the absence of the Registrar, C. ARUMUGAM, on leave, or until further orders.

By His Excellency's command,
Colonial Secretary's Office, B. HORSBURGH,
Colombo, March 31, 1920. Acting Colonial Secretary.

The following appointments under section 3 of Ordinance No. 23 of 1900 and section 7 of Ordinance No. 19 of 1907 are hereby notified:—

The Additional Assistant Provincial Registrar, Colombo, has appointed DON SAMUEL WIJESUNDERA to act as

Registrar of Births and Deaths of Kosgama division, and of Marriages (General) of Udugaha pattu of Hewagama korale division, in the Colombo District of the Western Province, for March 31, 1920, during the absence of the Registrar, DON HARMANIS WIJESUNDERA, on leave. His office will be at Rukgahawatta in Kosgama.

The Assistant Provincial Registrar, Kandy, has appointed SAMARAKOON MUDIANSSELE KUMBUREGEDARA JOHN PIN-HAMI to act as Registrar of Births and Deaths, and of Marriages (General) of Uda Dumbura No. 5 (B) division, in the Kandy District of the Central Province, for thirty days from April 1, 1920, during the absence of the Registrar, E. M. APPUHAMY, on leave. His office will be at Galkandegedan in Bōmbura.

The Assistant Provincial Registrar, Kandy, has appointed SAMARAKOON MUDIANSSELE TIKIRI BANDA to act as Registrar of Births and Deaths, and of Marriages (General) of Uda Bulatgama No. 2 division, in the Kandy District of the Central Province, for four days from April 7, 1920, during the absence of the Registrar, D. B. SAMARAKOON. His office will be at Ambagamuwa.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed YATIWELLE KORALALAGE DINGIRI BANDA to act as Registrar of Births and Deaths of Maturata division, and of Marriages (General) of Uda Hewaheta division, in the Nuwara Eliya District of the Central Province, for twenty days from April 5, 1920, during the absence of the Registrar, H. M. APPUHAMY, on leave. His office will be at Yatiwella.

The Assistant Provincial Registrar, Jaffna District, has appointed RAMALINGAM SUPPIRAMANIYAM SAPAPATIPPILLAI

to act as Registrar of Births and Deaths of Chavakachcheri division, and of Marriages (General) of Tenmaradchi division, in the Jaffna District of the Northern Province, for thirty days from April 2, 1920, during the absence of the Registrar, R. SUPPIRAMANIYAM, on leave. His office will be at Punnankenivalavu in Chavakachcheri; station: Koddaiyodumadduvalavu in Sarasalai.

Registrar-General's Office,
Colombo, April 1, 1920.

N. W. MORGAPPAH,
Acting Registrar-General.

GOVERNMENT NOTIFICATIONS.

IT is hereby notified that a license to import explosives into Ceylon during the current year has been issued to Messrs. M. M. Hassanally & Company, of No. 30, Old Butcher street, Pettah, Colombo.

Colonial Secretary's Office,
Colombo, March 31, 1920.

By His Excellency's command,

B. HORSBURGH,
Acting Colonial Secretary.

IT is hereby notified that the under-mentioned candidate has passed the Notaries' Final Examination with a view to practising in the Sinhalese language:—

Mr. U. M. A. de Silva.

Colonial Secretary's Office,
Colombo, April 8, 1920.

By His Excellency's command,

B. HORSBURGH,
Acting Colonial Secretary.

"THE LOCAL BOARDS ORDINANCE, 1898."

THE following by-laws made by the Local Board of Minuwangoda, under section 56 (20 A) of Ordinance No. 13 of 1898, as amended by section 4 of Ordinance No. 29 of 1914, and confirmed by His Excellency the Officer Administering the Government, with the advice of the Executive Council, are hereby published for general information.

Colonial Secretary's Office,
Colombo, March 31, 1920.

By His Excellency's command,

B. HORSBURGH,
Acting Colonial Secretary.

BY-LAWS *re* CONSERVANCY AND PUBLIC HEALTH.

1. No occupier or owner shall build or cause to be built on his land or premises any privy, cesspit, or latrine without having first obtained the permission of the Chairman in writing.

2. (a) Upon any application for such permission under by-law 1 it shall be competent to the Chairman or the Board to require that any particular type of privy, cesspit, or latrine approved by the Board and no other shall be constructed.

(b) The Chairman of the Board may further prescribe the position in which such privy, cesspit, or latrine shall be constructed, and refuse permission to construct any privy, cesspit, or latrine in any other position.

(c) It shall further be competent to the Chairman or the Board to refuse permission to construct any privy, cesspit, or latrine at all upon any premises should the Chairman or the Board be of opinion that such construction should not be permitted on sanitary grounds.

3. (a) It shall be competent to the Board to order in writing the owner or occupier of any premises in which a privy, cesspit, or latrine has been constructed without permission or in any way contrary to the terms of any permission issued by the Chairman or the Board to demolish

and fill up the said privy, cesspit, or latrine within such reasonable time as may be prescribed by the Chairman or the Board.

(b) Any person failing to comply with an order made under sub-section (a) shall be guilty of an offence.

4. (a) The Board may order in writing the owner or occupier of any premises to construct within the time prescribed by such order a privy or latrine of such a type and size and in such a position and with such connecting drains as the Board may prescribe.

(b) Any person failing to comply with an order made under sub-section (a) shall be guilty of an offence.

5. (a) The Board may order in writing the owner or occupier of the premises upon which any privy, cesspit, or latrine exists either to repair, alter, or reconstruct the same in such a manner and within such time as the Board may prescribe, or to demolish and fill up the same within such prescribed time, if in the opinion of the Board, such privy, cesspit, or latrine is structurally defective or is unsuitable for the purpose to which it is put, or is liable to give rise to a nuisance, or if it does not abut upon and cannot be conveniently conserved from a sanitary lane established by the Board under by-law 8, or otherwise the Board may require

the owner or occupier of the premises upon which the privy, cesspit, or latrine exists either to repair, alter, or reconstruct the same in such manner and within such reasonable time as the Board may prescribe or within such prescribed time to demolish and fill up the same.

(b) Any person failing to comply with an order made under sub-section (a) shall be guilty of an offence.

6. *Definition.*—For the purposes of the following by-laws:—

“Cesspit” shall mean and include all forms of closets or latrines other than those on the dry-earth system.

“Specified area” shall mean and include such area or areas within the limits of the Board as the Board may from time to time specify; such area may comprise the whole of such limits or a portion or portions thereof.

7. The Board may by resolution prohibit within any specified area or portion of a specified area the use of any particular kind of cesspit of whatever kind, and direct that all closets be conducted on the dry-earth system.

8. Whenever such a resolution shall have been passed and notice in writing shall have been given to the owner or occupier of any house or building or land in or on which such cesspit or cesspits are situated to close such cesspit or cesspits and substitute a dry-earth closet or closets therefor, it shall be incumbent on such person or persons to comply with such notice, within such time as the Board may determine from the service of such notice. Any owner or occupier failing within a reasonable time to comply with such notice shall be guilty of an offence. Provided that for the erection of any closet under this by-law the permission of the Chairman under by-law 1 shall be necessary, so that the Chairman may give necessary instructions as to type, situation, &c.

9. It shall be the duty of the owner or occupier of any premises upon which any privy or latrine stands to keep the said privy or latrine in good repair and in a clean and sanitary state and to see that no nuisance is caused thereby. Any owner or occupier failing so to do shall be guilty of an offence.

10. In order to secure the efficient removal of night soil it shall be lawful for the Board by resolution to require the owner or occupier of any houses, buildings, or lands in any specified area to provide and maintain at their own expenses a conservancy lane not exceeding 8 feet wide at the back of or running through their premises in such position as may be determined by the Chairman.

11. Within any specified area all conservancy shall be carried out by the Board, and it shall not be lawful for any person either to carry out such work himself or by means of

an agent or servant or to employ any person to do such work for him without the written permission of the Chairman, which permission the Chairman is empowered at his discretion to refuse, if he is of opinion that all such services within the area can be adequately carried out by the Board.

12. All owners of occupiers of premises furnished with closets or latrines within any specified area shall pay monthly to the Board such conservancy fees as shall be fixed by the Board for the removal of their night soil. All such fees should be paid before the 10th day of the month following that during which the service was rendered.

13. Any persons requiring the services of day coolies may apply to the Board therefor in writing, and such coolies will be supplied upon such terms as the Board shall decide.

14. Any person outside a specified area who desires that the conservancy of his closet be undertaken by the Board or that he be given the services of a day cooly shall notify the Chairman in writing to that effect, and the Board may thereupon undertake such conservancy upon such terms as the Board shall decide.

15. Whenever the Board shall consider the construction of a new catchpit or the alteration, repair, or reconstruction or filling up of an existing catchpit to be necessary, it may require any owner or occupier of any land or premises by notice in writing signed by the Chairman either to construct a new catchpit or to alter, repair, or reconstruct or fill up any existing catchpit, and may further give directions as to the position, level, and size of such catchpit, the materials to be used, the manner in which the work is to be carried out, and any other details in connection with such works. Any such owner or occupier who shall after receipt of such notice fail within such time as the Board shall determine to carry out such requirements of the Board shall be guilty of an offence.

16. It shall be lawful for the Chairman to notify the owner or occupier of any land or premises upon which there is any catchpit into which filthy water flows and collects that the Board will henceforth undertake the daily removal of such water, and thereafter such owner or occupier shall be bound to pay such reasonable fees for the removal of such dirty water as the Board shall determine.

17. The owner or occupier of any land or premises upon which there is any catchpit into which dirty water flows and collects, and who shall not have been notified by the Chairman under by-law 16 shall be responsible for the daily removal of such water to such place as the Chairman shall approve so that no nuisance is caused thereby. Any such owner or occupier failing to carry out such removal as above required shall be guilty of an offence.

Order No. 64 made by the Food Controller under Regulation 1 of “The Defence of the Colony Regulations, 1919.”

1. From and after the date of commencement of this order, no person shall sell, deliver, or otherwise dispose of any paddy, country rice, kurakkan, Indian corn, dambala, me, undu, kollu, or green peas grown in the District of Nuwara Eliya to any manager of an estate over 10 acres in extent in the District of Nuwara Eliya, nor to any person resident and employed on such estate, nor to any person acting on behalf of such manager or person, nor assist in such sale, delivery, or disposal of the same, except on permits issued by the Assistant Government Agent, Nuwara Eliya.

2. From and after the date of commencement of this order, no manager of an estate in the Nuwara Eliya District, nor any person employed on an estate in the said district, nor any person acting on behalf of such manager or person, shall purchase or otherwise obtain or take delivery of any paddy, country rice, kurakkan, Indian corn, dambala, me, undu, kollu, or green peas grown in the Nuwara Eliya District of the Central Province, except on permits issued by the Assistant Government Agent, Nuwara Eliya.

3. Order No. 50 made by the Food Controller, published in *Government Gazette* No. 7,079 of January 23, 1920, is hereby cancelled as from the date of commencement of this order.

4. This order shall commence and come into operation on April 9, 1920.

Colombo, April 8, 1920.

E. B. ALEXANDER,
Acting Food Controller.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE GALHEERIA ESTATE COMPANY, LIMITED.

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

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

4. The liability of the Shareholders is limited.

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

6. The profits of the Company of each year, which it shall from time to time be determined to distribute shall be divided among the holders of the shares in proportion to the amount paid on the shares held by them.

7. In a winding up, voluntary or otherwise, the assets available for distribution amongst the members shall be applied—

- (1) To the payment off of the capital paid up on all the shares and any dividend on the said shares up to the date of winding up in accordance with the Articles of Association.
- (2) To the division among the Shareholders, in proportion to the number of shares held by each of them, of any balance remaining after payment of capital and dividend as provided in sub-section 1 hereof.

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.
1. HENRY MELVILLE THOMAS, Weston Bath	One
2. MARION KATE HADDEN, 51, Wetherby Mansions, Earls Court London	One
3. HELEN THERESIA THOMAS, Weston Bath	One
4. FLORENCE ANNIE THOMAS, Weston Bath	One
5. EDWARD HECTOR LE MERCHANT THOMAS, Eaton House, Hereford by their attorney JOEELYN H. THOMAS.	One
6. JOEELYN HUME THOMAS, Coombewood, Talawakele	One

Signed this 20th day of February, 1920, in my presence:

GEO. P. HAY, L.R.C.P. & S. (Edin.), &c.

7. GEORGE ROLAND WHITBY, Chatham Street, Colombo

Signed this 21st day of February, 1920, in my presence:

W. A. MARTIN.

ARTICLES OF ASSOCIATION OF GALHEERIA ESTATE COMPANY, LIMITED.

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

The Company may, by special resolution, alter and make provisions instead of, or in addition to, any of the regulations of the Company, whether contained and comprised in these Articles or not. None of the funds of the Company shall be employed in the purchase of, or be lent on the shares of, the Company.

INTERPRETATION CLAUSE.

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

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

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

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

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

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

"Shareholder" means a Shareholder of the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

4. The original capital of the Company is One million Rupees (Rs. 1,000,000), divided into One hundred thousand shares of Rs. 10 each.

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

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

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

SHARES.

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

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

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

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

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

12. Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand in such form as the Company may from time to time direct. Payment for shares shall be made in such manner as the Directors shall from time to time determine and direct.

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

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

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

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

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clauses 35 and 36 to become a Shareholder in respect of any share.

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

40. Any Shareholder whose shares have been so declared forfeited shall, notwithstanding, be liable to pay, and shall forthwith pay to the Company, all calls, instalments, 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 of all claims and demands against the Company in respect of the share and the proceeds thereof, and all other rights incident to the share, except only such of those rights (if any) as by these presents are expressly saved.

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

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

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

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

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

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

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

PREFERENCE SHARES.

49. Any shares from time to time to be issued or created may from time to time be issued with any such right or preference, whether in respect of dividend or of payment of capital, or both, or any such other special privilege or advantage over any shares previously issued, or then about to be issued (other than shares issued with a preference), or at such a premium, or with such deferred rights as compared with any shares previously issued, or then about to be issued, or subject to any such conditions or provisions, and with any such right, or without any right of voting, and generally on such terms as the Company may from time to time by special resolution determine, provided that no such share shall have any preference over the cumulative preference shares issued in pursuance of clause 5 of the Memorandum of Association.

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, including the aforewritten cumulative preference shares may, by a special 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 purpose 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 Twenty-five thousand Rupees.

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

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

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

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

GENERAL 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-fifth part of the shares of the Company for the time being subscribed for.

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

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

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

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

64. Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the 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 by proxy or attorney 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 Director be present, or if all the Directors present decline to take the Chair, then the Shareholders present shall choose one of their number to be Chairman.

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

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

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

VOTING AT MEETINGS.

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

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

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

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

77. On a show of hands every Shareholder present in person shall have one vote only. Where a Shareholder is present by an attorney who is not a Shareholder such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder present in person or by proxy or attorney shall (except as provided for in the Article immediately following) have one vote for every share held by him up to fifty shares; he shall have an additional vote for every fifty shares held by him beyond the first fifty shares up to two hundred shares; and he shall have an additional vote for every hundred shares held by him beyond the first two hundred shares. When voting on a resolution involving the sale of the Company's estates or any portion thereof or the winding up of the Company, every Shareholder shall have one vote for every one share held by him, and a majority of three-fourths of the Shareholders present or represented by proxy or attorney shall be necessary to carry such resolution.

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

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

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

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

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

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

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

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

The Galtheria Estate Company, Limited.

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

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

85. No objection shall be made to the validity of any vote (whether given personally or by proxy or by attorney), except at the meeting or poll at which such 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 fifty shares (either preference or ordinary) in the Company upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors.

As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding One thousand Five hundred Rupees (Rs. 1,500) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special extra services hereinafter referred to.

88. The first Directors shall be Thomas Yates Wright, Thomas Harvey Hadden, and George Roland Whitby, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

100. Every Director or officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his respective wilful acts or defaults; and no Director or officer shall, nor shall the heirs, executors, or administrators of any Director or officer, be liable for the acts or defaults of any other Director or officer, or for any loss or expense happening to the Company by the insufficiency or deficiency of title to any property acquired for, or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or 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 lease, purchase or acquisition of any lands, estates, or property they may think fit, or any share or shares thereof.

104. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents and secretary or secretaries of the Company to be appointed by the Directors for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company. The whole of the direction and control of the business of the Company and of its estates and properties shall be conducted in Ceylon and no person shall act in any manner as a Director whilst resident temporarily or otherwise in the United Kingdom.

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

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

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

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

108. The Directors shall have power to open from time to time on behalf of the Company any account or accounts with such bank or banks as they may select or appoint, and also by such signatures as they may appoint to draw, accept, make, endorse, sign, and execute cheques, bills of exchange and promissory notes, bills of lading, receipts, contracts, 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 Secretaries, in the event of a firm or corporation being the Secretaries, being signified by a partner or duly authorized manager, attorney, or agent of the said firm or corporation signing for and on behalf of the said firm or corporation as such Secretaries.

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

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and of any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the award.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents, with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investments.
- (f) To delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors, and to confer such powers for such 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 in their absolute discretion shall think fit.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

ACCOUNTS.

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

139. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such sums as they think proper as a reserve fund to meet contingencies of for special dividends or for equalizing dividends or for repairing, improving and maintaining any of the property of the Company or for repayment of mortgages or for other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company and may invest the several sums so set aside upon such investments as they may think fit, and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and to divide the reserve fund into such special funds as they think fit, and to employ the reserve fund or any part thereof in the business of the Company and that without being bound to keep the same separate from their other assets.

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

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

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

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

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

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

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

147. Any General Meeting 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 by means of cheques or drafts 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 when any difficulty arises in regard to the distribution they may settle the same as they think expedient and in particular may issue fractional certificates and may fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Shareholders upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors. Where requisite a proper contract shall be filed and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend, and such appointment shall be effective.

NOTICES.

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

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

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

157. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may, with the sanction of a special resolution of the Company, divide among the contributories in specie any part of the assets of the Company, and may with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators, with the like sanction, shall think fit, and, if thought expedient, any such division may be otherwise than in accordance with the legal rights of the members of the Company, and in particular any class may be given preferential or special rights, or may be excluded altogether or in part, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of, or in exchange for, shares, ordinary, fully paid, part paid, or preference, in the purchasing company; but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company, either ordinary, fully paid, or part paid, or preference, any contributory who would be prejudiced thereby shall have a right to dissent, as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration, as in the sub-section (6) of the said section, provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance 2 of 1889 shall apply in place of the English and Scotch Acts referred to in the said sub-section (6) of section 192 of the aforesaid Companies (Consolidation) Act, and the said section 192, save as herein excepted shall be deemed to be part and parcel of these present Articles.

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

1. HENRY MELVILLE THOMAS,
Weston Bath.
2. MARION KATE HADDEN,
51, Wetherby Mansions, Earls Court, London.
3. HELEN THERESIA THOMAS,
Weston Bath.
4. FLORENCE ANNIE THOMAS,
Weston Bath.
5. EDWARD HECTOR LE MARCHANT THOMAS,
Eaton House, Hereford.
by their attorney JOCELYN H. THOMAS
6. JOCELYN HUME THOMAS,
Cooimbewood, Talawakele.

Signed this 20th day of February, 1920, in my presence :

GEO. P. HAY, L.R.C.P. & S. (Edin.), &c.

7. GEORGE ROLAND WHITBY,
Chatham street, Colombo.

Signed this 21st day of February, 1920, in my presence :

W. A. MARTIN.

[Second Publication.]

MEMORANDUM OF ASSOCIATION OF THE GALLE CULTIVATORS COMPANY, LIMITED.

1. The name of the Company is "THE GALLE CULTIVATORS COMPANY, 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 carry on in the Island of Ceylon the business of cultivators, planters, growers, and producers of all kinds of foodstuffs and curyristuffs, of commission agents, exporters, importers, traders, miners, manufacturers, engineers, building contractors, and generally to carry on and undertake any business undertaking, transaction, or operation commonly carried on by capitalists, promoters, financiers, concessionaries, contractors for public and other works, merchants, and any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated, directly or indirectly, to enhance the value or render profitable any of the Company's property or rights.
 - (2) 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 and personal, movable or immovable of any kind and any rights, easements, patents, licenses, privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the Company's business) and to erect, construct, maintain or alter any buildings, machinery, plant, roads, ways or other works or methods of communication.
 - (3) To appoint, engage, employ, maintain, provide for and dismiss attorneys, agents, superintendents, managers, clerks, coolies, cultivators, and other labourers and such 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.

- (4) To clear, open, plant, cultivate, improve, reclaim and develop any land or lands that may be purchased, leased or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, and cultivate, plant, grow, and produce paddy, kurakkan, Indian corn, manioc, sweet potatoes, hamanas, yams, maize, millets, beans, dhall, groundnuts, gram, green gram, cowpeas, gourds, bringals, bandakkas, tomatoes, spinach, cucumber, onions, mustard, chillies, coriander, ginger, and any other foodstuffs and curyrstuffs and coconuts, coffee, and tea.
- (5) To build, make, construct, acquire, equip, maintain, improve or alter water reservoirs, tanks, bunds, water-courses, irrigation systems, and roads, bridges, culverts, erections, tramways, water transport systems, and all other works conducive to any of the Company's objects or to contribute to or to subsidize such.
- (6) To lend money, manure, seed paddy, seeds or plants, and on any security, and in particular on the security of lands, plantations, buildings, factories, growing crops, produce, promissory notes, bills of lading, warrants, stocks and shares, debentures or without any security whatsoever.
- (7) To buy, sell, warehouse, transport, ship, trade, export, import, and deal in paddy, kurakkan, maize, rice, gram, coconuts, coffee, tea, and all other kinds of imported and locally raised foodstuffs and curyrstuffs, and or other products, merchandise articles, and materials of any kind whatever for manufacture, manipulation and or sale.
- (8) 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.
- (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, and products, and generally to carry on the business of mining in all its branches.
- (10) To enter into any agreement or arrangement with government or any authorities and obtain rights, concessions, and privileges.
- (11) To lease any factory or other buildings from any company or person.
- (12) To hire, lease, or purchase land, either with any other person or company or otherwise, and to erect a factory and other building 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.
- (13) To enter into any agreement with any company or person for the working of any factory erected or leased as in sections 11 and 12 or for the manufacture and preparation for market paddy, kurakkan, Indian corn, coconuts, coffee and tea or any other produce in such or any factory.
- (14) To erect, construct, establish, maintain, and build mills, hullers, machinery, plant, factories, and or any necessary apparatus or buildings for the purposes of milling and preparation for market of paddy.
- (15) To erect, construct, establish and maintain houses, warehouses, granaries, offices, shops, stores for stocking and storing and warehousing, or as places for the sale of the different articles or produce of the Company, or any such produce, articles, or merchandise the Company deals in.
- (16) To cultivate, superintend and manage estates, and generally to undertake the business of estate agents and any other agency business of any kind.
- (17) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens or securities or belonging to or made or issued by the Company or affecting its property or rights or any of the term thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied as shall be thought fit; also to pay off and reborrow the moneys secured thereby or any part or parts thereof.
- (18) To draw, make, endorse, accept bills of lading, warrants, bills of exchange, promissory notes and other transferable or negotiable instruments for the purposes of the Company.
- (19) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (20) To 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, moneys, or securities for money, shares, debentures, or securities in any other company, or any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (21) To borrow or receive on loan money for the purpose of the Company upon the security of cash, credit bonds, or hypothecation or mortgages of the Company's property, or any part or parts thereof or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital) or not so charged, as shall be thought best.
- (22) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (23) 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, or 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 and stock in or securities of and to subsidize, or otherwise assist any such company; and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute or promote any other company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (24) 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.
- (25) 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 the discharge of any consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or persons or partly one and partly other.
- (26) To distribute among 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.
- (27) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations and the word "persons" any number of persons, and that the other objects specified in any paragraph 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 hundred Thousand Rupees (Rs. 100,000), divided into twenty thousand shares of Five Rupees (Rs. 5) 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 name and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names:—

Names and Addresses of Subscribers.	Number of shares taken by each Subscriber.
A. L. M. ISMAIL, Galle	One
EDWIN PEREIRA, Galle	One
THEODORE N. MENDIS, Galle	One
G. E. D. SENEVIRATNE, Galle	One
C. H. WIKRAMANAYAKE, Galle	One
R. S. P. ABEYWARDENA, Galle	One
C. W. W. KANNANGARA, Galle	One

Witness to the seven above signatures, at Galle, this 8th day of March, 1920:

C. L. WICKREMASINGHE,

ARTICLES OF ASSOCIATION OF THE GALLE CULTIVATORS COMPANY, LIMITED.

It is agreed as follows:—

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

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

INTERPRETATION.

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

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

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

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

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

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

"Shareholder" means a Shareholder of the Company.

"Presence or Present" at a meeting means presence or present personally, or by proxy, or by attorney duly authorized.

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

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

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

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

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

"Month" means a calendar month.

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

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

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

BUSINESS.

4. 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.

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

CAPITAL.

6. The nominal capital of the Company is One hundred thousand Rupees (Rs. 100,000), divided into Twenty thousand (20,000) shares of Five Rupees (Rs. 5) each, with power to increase or reduce the capital.

7. 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. The Directors shall have power to add to such new shares such an amount of premium as they may consider proper.

8. 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 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 a 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 or as remuneration for work done for or services rendered to the Company without first offering such shares to the registered Shareholders for the time being of the Company.

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

SHARES.

10. 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 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, or as remuneration for work done for or for services rendered to the Company without first offering such shares to the registered Shareholders for the time being of the Company.

11. 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.

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 from time to time directs.

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

14. 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.

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

16. 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 exercise 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.

17. 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.

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. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 35 to become a Shareholder in respect of any share.

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

20. 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.

21. 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.

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

23. 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.

24. No person shall exercise any rights of a member 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.

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

26. No transfer of shares shall be made to a minor or person of unsound mind.

27. 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.

28. 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.

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

30. 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 fifty (50) cents, 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 29, 30, and 32, shall register the transferee as 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, 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.

34. 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.

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 shares of such Shareholder.

36. 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 fifty (50) cents 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; 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 upon, a surrender of the shares of Shareholders who may be desirous of retiring from the Company.

39. (a) 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) 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) 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) 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.

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

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

42. A certificate in writing under the hands of two of the Directors and of the Managing Director 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 could 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 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.

43. 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 the 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 40 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 for the shares held by such holder or joint-holders or otherwise, and whether due by 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.

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 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.

46. The nett proceeds of any such sale as aforesaid under the provisions of Articles 40 and 45 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.

47. A certificate in writing under the hands of two of the Directors and of the Managing Director 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

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.

CALLS.

50. (a) 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 place 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) 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 119.

(c) 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.

51. 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 cent. 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.

52. 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.

53. The Directors shall have power at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for purposes of the Company. 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. Any such securities may be issued either at par or at a premium or discount, and may from 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 Managing Director, 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.

MEETINGS.

54. 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.

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

56. 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.

57. 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-tenth of the number of Shareholders holding not less than one-tenth of the issued capital and entitled to vote.

58. 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.

59. 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.

60. 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.

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

62. 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.

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

64. 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.

65. 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.

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

69. 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 that 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.
70. 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.
71. 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.
72. No poll shall be demanded on the election of a Chairman of the meeting or on any question of adjournment.
73. On a show of hands every Shareholder shall have one vote only. In case of a poll every Shareholder present in person or by proxy or by attorney shall have one vote for every share held by him up to five, and an additional vote for the next ten shares held by him, and an additional vote for every further twenty-five shares held by him up to one hundred shares (exclusive of the first fifteen shares), and an additional vote for every hundred share held by him beyond the said first hundred.
74. 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.
75. Votes may be given either personally or by proxy or by attorney duly authorized.
76. No person shall be appointed a proxy who is not a Shareholder of the Company, but this rule does not apply to a power of attorney.
78. 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.
79. 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.
80. 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.
81. Any instrument appointing a proxy may be in the following form:—

Galle Cultivators Company, Limited.

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

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

82. 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.
83. No Shareholder shall be prevented from voting by reason of his being personally interested in the result of the voting.

DIRECTORS.

84. 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 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. 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.
85. The qualification of a Director shall be his holding fully paid shares in the Company of the total nominal value of at least One hundred Rupees (Rs. 100), 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 Three hundred Rupees (Rs. 300) for the first year, to be divided between them in such manner as they may determine. But the future remuneration of the Directors shall be determined by the Company in General Meeting.
86. The first Directors shall be Christopher William Wijekoon Kannangara, Esq., of Galle, Cyril Herbert Wickramanayake, Esq., of Galle, and Roland Stanley Perera Abeywardena, Esq., of Galle, 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.

87. One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director or Managing Directors, Manager or Managers of the Company, Visiting Agent or Visiting Agents, 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 Visiting Agents, Superintendent or Superintendents.

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

89. 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.

90. 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 registered office of the Company, a notice in writing under his hand signifying his candidature for the appointment or the intention of such Shareholder, to propose him.

91. 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.

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

93. 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 94.

94. 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.

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

96. 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.

97. 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 also may determine in what rotation such increased or reduced number is to go out of office.

98. 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.

99. A Director may at any time give notice in writing of his intention to resign by delivering such notice to the Managing Director or Secretary or Secretaries or by leaving the same at the office, or by tendering his written resignation at a Meeting of the Directors.

100. The office of Director shall be vacated—

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

(f) If he shall be absent from the Island for a period of more than six consecutive calendar months.

101. 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 Proctor, or by his being a member of a firm who are Agents, or Secretaries, or Proctors of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

102. The Company may, by 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.

103. 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.

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

POWERS OF DIRECTORS.

105. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of a Manager or Managers 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, preliminary as well as otherwise, paid or incurred in and about the formation and registration of the Company, and in connection with the placing of the shares of the Company and in and about the valuation, purchase, lease, or acquisition of any lands, estates, or property, and the opening, clearing, planting, and cultivation thereof, and in or about the working and business of the Company.

106. The Directors shall have power to purchase, lease, 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, cultivators, 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, cultivators, labourers, and other servants, for such reasons as they may think proper and advisable and without assigning any cause.

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

108. The Directors shall have power to open on behalf of the Company any account or accounts with such bank or banks as they may select or appoint, and also by such signatures as they may appoint to draw, accept, make, endorse, sign, and execute cheques, bills of exchange 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. It shall be lawful for the Directors, if authorized so to do by an extraordinary resolution of the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, 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.

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

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

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by and against the Company, or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims and demands by and against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, inspector, or any similar office.
- (5) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investments.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, 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.

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

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

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

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

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

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

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

119. 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.

120. The Directors shall cause Minutes to be made in books to be provided for the purpose of the following matters, *vide licet* :—

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

121. 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.

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

ACCOUNTS.

123. 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.

124. The Directors shall from time to time determine whether, and to what extent, and at what time 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.

125. 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.

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 they recommend to be paid out of the profits by way of dividend or bonus to the Shareholders, and the statement, report, and balance sheet shall be signed by the Directors.

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

DIVIDENDS, BONUS, AND RESERVE FUND.

128. 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.

129. 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.

130. 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.

131. 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 extension of the property or plant connected with the business of the Company or any part thereof, or for any other purpose of the Company which they may from time to time deem expedient.

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

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

134. 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 sum shall not be payable until after the date when such dividend is payable.

135. 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.

136. 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 purpose 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.

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

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

AUDIT.

139. 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.

140. 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.

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

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

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

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

145. 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 thereto to the meeting, generally or specially, as he may think fit.

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

NOTICES.

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

148. 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.

149. 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 of 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 Secretary or Secretaries of the Company, their own or some other address in Ceylon.

150. 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.

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 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.

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.

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

155. 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.

156. 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 entitled such shares to participate in such surplus assets.

157. If the Company shall be wound up, the liquidator, whether voluntary or official, may, with the sanction of an extraordinary resolution, divide among the contributors 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 contributors 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 Galle, this 8th day of March, 1920.

A. L. M. ISMAIL.
EDWIN FERREIRA.
THEODORE N. MENDIS.
G. E. D. SENEVIRATNE.
C. H. WIKRAMANAYAKE.
R. S. P. ABEYAWARDENA.
C. W. W. KANNANGARA.

Witness to the above signatures :

C. L. WICKREMASINGHE,
Proctor and Notary, Galle.

[First Publication.]

Signature

MEMORANDUM OF ASSOCIATION OF COREEN ESTATES, LIMITED.

1. The name of the Company is "COREEN ESTATES, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are :—
 - (a) To purchase and acquire the Coreen Estate, situate at Dimbula in the Island of Ceylon, in extent 362½ acres on thereabouts.
 - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works, or methods of communication.
 - (c) To appoint, engage, employ, maintain, provide for and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (d) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce rubber, coconuts, tea, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
 - (e) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee curing mills and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (f) To enter into any arrangement or agreement with Government, or any authorities, and obtain rights, concessions, and privileges.
 - (g) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise.
 - (h) To lease any factory or other buildings from any company or person.
 - (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (g) or (h) for the manufacture and preparation for market of tea, or any other produce in such or any other factory.
 - (j) To prepare, cure, manufacture, treat, and prepare for market rubber, coconuts, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such rubber, coconuts, plumbago, minerals, tea, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
 - (k) To buy, sell, warehouse, transport, trade, and deal in rubber, coconuts, tea, coffee, and other plants and seed, and rice, and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
 - (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious, and other stones, deposits, and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of rubber, coconuts, and other products, or any such business on behalf of the Company, or as agents for others and on commission or otherwise.
 - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
 - (n) To establish and maintain in the United Kingdom, Ceylon, or elsewhere, stores, shops, and places for the sale of rubber, coconut, tea, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
 - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.

- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings or other property or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash, credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer, or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital) or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever, and to subscribe to, and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either fully or partly paid up for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real and personal, immovable and movable, estate property and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company, in money or in shares, the shares (whether wholly or partly paid up) of any Company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.
4. The liability of the Shareholders is limited.
5. The nominal capital of the Company is Two hundred thousand Rupees (Rs. 200,000), divided into Twenty thousand (20,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be sub-divided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we 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. F. SIBBALD, Colombo	One
J. R. TAWSE, Colombo	One
OSWIN S. WICKWAR, Colombo	One
C. A. GRANT, Colombo	One
W. A. COLE, Colombo	One
A. HAYDON, Colombo	One
E. M. ABUD, Colombo	One
Total Shares taken	Seven

Witness to the seven above signatures, at Colombo, this 9th day of March, 1920:

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

ARTICLES OF ASSOCIATION OF COREEN ESTATES, 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 "Coreen Estates, 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 any person whose name is entered in the Register of Shareholders as owner or joint owner of any share in the company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"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 nominal capital of the Company is Two hundred thousand Rupees (Rs. 200,000), divided into 20,000 shares of Ten Rupees (Rs. 10) each.

5. The Directors may, with the sanction of a special resolution of the Company in a 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 the 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 services rendered to the Company, and that without offering the shares so allotted to the Shareholders.

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

Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the

offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, and that without offering the shares so allotted to the Shareholders.

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

13. Shares may be registered in the name of a firm or partnership, 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 in respect of shares registered in the name of the firm.

14. Shares may be registered in the names of two or more persons jointly.

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 shares 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 may be given to the person entitled to such lost or destroyed certificate. A sum of fifty cents shall be payable for such new certificate.

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

31. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificates for the shares to be transferred, and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of One Rupee and Fifty Cents, or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 30, shall register the transferee as a Shareholder, and retain the instrument of transfer.

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

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

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

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

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

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

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

44. 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.

45. The Company shall have a first charge or paramount lien upon all the shares of any holder or joint-holders for all moneys for the time being due to the Company by such holder or by all or any of such joint-holders respectively, either in respect of such shares or of other shares held by such holder or joint-holders, or in respect of any other debt, liability, or engagement whatsoever, 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.

46. 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.

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

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

49. 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.

50. Any shares from time to time to be issued or created may from time to time be issued with any such right or preference, whether in respect of dividend or of payment of capital, or both, or any such other special privilege or advantage over any shares previously issued, or then about to be issued (other than shares issued with a preference), or at such a

premium, or with such deferred rights as compared with any shares previously issued, or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may, from time to time, by special resolution determine.

51. 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.

52. 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.

53. 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 Rupees Fifty thousand (Rs. 50,000), but the Directors shall not have power to mortgage or hypothecate any of the property of the Company as security for the repayment of such sum or sums of money without the sanction of a General Meeting.

54. 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.

55. For the purpose of securing the repayment of any such money so borrowed or raised, or for any other purposes, the Directors may, with the sanction of a General Meeting, 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.

56. 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.

57. 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.

58. 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.

59. 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.

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

61. 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.

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

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

65. 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.

66. 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.

67. 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.

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

69. 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.

70. 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 Director be present, or if all the Directors present decline to take the Chair, then the Shareholders present shall choose one of their number to be Chairman.

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

72. 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.

73. 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.

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

75. 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.

76. 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.

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

78. On a show of hands every Shareholder present in person shall have one vote. Where a Shareholder is present by an attorney who is not a Shareholder such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder shall have one vote for every share held by him up to Ten (10) shares, and one vote for every further ten shares.

79. The parent or guardian or curator of an infant Shareholder, the committee or other legal guardian or curator 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.

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

81. No Shareholder shall be entitled to be present or to vote either personally or by proxy or attorney 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 shall be entitled to be present or 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 registered as the holder of the share in respect of which he claims to vote at least three months previous to the time of holding the meeting at which he proposes to vote.

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

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

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

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

Coreen Estates, Limited.

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

88. As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding One thousand Rupees (Rs. 1,000) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

89. The first Directors shall be Alexander Mansfield Forbes, James Wright Ferguson, Duncan Alexander Forbes, and Norman John Gordon Robertson, 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. One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Agents of the Company, or Superintendents of any of the estates, for such time and on such terms as the Directors may determine or may fix by agreement with the person or persons appointed to the office, and they may from time to time revoke such appointment and appoint another or other Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Agents, or Superintendents.

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

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

ROTATION OF DIRECTORS.

91. At the first Ordinary General Meeting of the Company all the Directors shall retire from office and at the first Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 92.

92. The Director to retire from office at the second, third, fourth, and fifth 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.

93. 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.

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

95. 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.

96. 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.

97. A General Meeting may from time to 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.

98. 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.

99. 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.

100. 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.

101. Every Director or officer of the Company and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his respective wilful acts or defaults; and no Director or officer shall, nor shall the heirs, executors, or administrators of any Director or officer, be liable for the acts or defaults of any other Director or officer, or for any loss or expense happening to the Company by the insufficiency of deficiency or 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.

102. 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.

103. 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.

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

105. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an Agent or Agents and Secretary or Secretaries of the Company to be appointed by the Directors for such a period and on such terms as they shall determine, and the Directors 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.

106. 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 otherservants 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.

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

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

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

109. The Directors shall have power to open 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.

110. The seal of the Company shall not be affixed to any instrument except in the presence of two or more of the Directors, or of one Director and the Secretary or Secretaries, who shall attest the sealing thereof, such attestation on the part of Secretaries, in the event of a firm 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.

111. It shall be lawful for the Directors, if authorized so to do by a special resolution of the Shareholders of the Company 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. In furtherance and not in limitation of, and without prejudice to, the general powers conferred or implied in the last preceding clause, and of the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the powers following (that is to say):—

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

PROCEEDINGS OF DIRECTORS.

113. 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.

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

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

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

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

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

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

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

121. 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.

122. 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.

123. 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.

124. 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.

125. 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.

126. 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.

127. 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.

128. 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.

129. 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.

130. 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.

131. 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.

132. The Directors shall appoint the first Auditor or Auditors of the Company and fix his or their remuneration. He or they shall hold office till the second General Meeting of the Company. All subsequent appointments shall, except as is hereinafter mentioned, be made at the 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 appointment, or until otherwise ordered by a General Meeting.

133. 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.

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

135. If any vacancy that may occur in the office of Auditor is not supplied at the 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 or persons who shall hold office until the next Ordinary General Meeting after his or their appointment.

136. 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.

137. 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.

138. 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.

139. 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.

140. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund and may invest the same in such securities as they may select, or place the same in fixed deposit in any bank or banks, and may from time to time deal with and vary such investments, and apply such reserve fund or such portion thereof as they think fit, to meet contingencies, or for special dividends, or for equalizing dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company or any part thereof, or for any other purposes connected with the interest of the Company, that they may from time to time deem expedient without being bound to keep the same separate from the other assets.

141. 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, 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 when any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any Shareholders upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors.

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

143. 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.

144. 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.

145. 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.

146. 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.

147. 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.

NOTICES.

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

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

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

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

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

153. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 149 shall not be entitled to be given any notices.

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

ARBITRATION.

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

EVIDENCE.

155. On the trial or hearing of any action or suit brought or instituted by the Company against any Shareholder or his representatives to recover any debt or money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the defendant is or was, when the claim arose, on the register of the Company as a holder of the number of shares in respect of which such claim is made, and that the name of the defendant is entered as paid in the books of the Company; and it shall not be necessary to prove the registration of the Company, 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.

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

157. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may, with the sanction of a special resolution of the Company, divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company, and in particular any class may be given preferential or special rights, or may be excluded altogether or in part, and the liquidator

or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company, either ordinary, fully paid, or part paid, or preference, any contributory who would be prejudiced thereby shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908, in England, but for the purposes of an arbitration as in the sub-section 6 of the said section, provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section 6 of section 192 of the aforewritten Companies (Consolidation) Act, and the said section 192 save as herein excepted shall be deemed to be part and parcel of these present Articles.

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

J. F. SIBBALD.
J. R. TAWSE.
OSWIN S. WICKWAB.
C. A. GRANT.
W. A. COLE.
A. HAYDON.
E. M. ABUD.

Witness to the seven above signatures, at Colombo, this 9th day of March, 1920:

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

[Third Publication.]

MEMORANDUM OF ASSOCIATION OF THE WATAPOTA RUBBER AND TEA ESTATES, LIMITED.

1. The name of the Company is "THE WATAPOTA RUBBER AND TEA ESTATES, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (1) To acquire from Mr. P. D. G. Clark about 900 acres more or less of lands situated at Yatagare and Manana, in the District of Ratnapura of the Island of Ceylon and to acquire from Carson & Co., Limited, all their leasehold interests in 460 acres more or less, of lands situated at Watapota, in the District of Ratnapura of the said Island under lease No. 324/93 dated August 12, 1919, from Mr. and Mrs. A. H. E. Molamure, for a period of 60 years of which a period of about 59 years has yet to run.
 - (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 tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
 - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) tea, rubber, 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 tea, rubber, 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 tea, rubber, 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 tea leaf, rubber, coconuts, coffee and (or) other raw products or produce for manufacture, manipulation, or (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 tug-owners and wharfingers or of any other business which can or may conveniently be carried on in connection with the above respectively.
 - (11) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, coconut and coffee curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works, and conveniences which may be necessary or convenient for the purpose of the Company, or may seem calculated directly or indirectly to advance the Company's interest; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.

- (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 stocks in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, 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 obligation, 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, any 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 affectuate 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 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 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 paid or given to the Company, money or shares (whether fully paid up, or partly paid up) of any company, or debentures, debenture stock, or obligations of any company or person, or partly one and partly any other.
- (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.

And it is also declared that no transfer of shares in the Company shall be made to a "prohibited person" or "foreigner" or "corporation under foreign control" within the meaning of Chapter VI. of the Enemy Firms Liquidation (Amendment) Ordinance, No. 4 of 1917, or to any person acting for or on behalf of or in trust for such "prohibited person" or "foreigner" or "corporation under foreign control," and it is further declared that the carrying on of the business of the Company subject to the said restriction as to transfers is one of the objects of the Company.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One million two hundred thousand Rupees (Rs. 1,200,000), divided into One hundred and Twenty thousand (120,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced), of the Company may be subdivided, consolidated or divided into such classes, with any preferential, deferred, qualified, special or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
H. C. BIBBY, Colombo	One
LIONEL COX, Colombo	One
A. WARDEN, Colombo	One
W. COOMBE, Colombo	One
W. G. BERRY, Nivitigala	One
A. E. BARRS, Arandara, Kegalla	One
V. C. LAMB, Arandara estate, Kegalla	One
Total number of Shares taken	Seven

Witness to the signatures of H. C. BIBBY, LIONEL COX, A. WARDEN, W. COOMBE, and W. G. BERRY, at Colombo, this 8th day of March, 1920 :

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

Witness to the signature of V. C. LAMB, at Kegalla, on this 12th day of March, 1920 :

ÆLIAN ONDAATJE,
Justice of the Peace, Kegalla.

Witness to the signature of A. E. BARRS, at Colombo, this 15th day of March, 1920 :

LESLIE W. F. DE SARAM,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE WATAPOTA RUBBER AND TEA ESTATES, 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 Watapota Rubber and Tea Estates, Limited,” incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

Extraordinary resolution.—“Extraordinary resolution” means a resolution passed by three-fourths in number of the 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 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 versa*.

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

BUSINESS.

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

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

CAPITAL.

7. *Nominal capital.*—The nominal capital of the Company is One million two hundred thousand Rupees (Rs. 1,200,000), divided into One hundred and twenty thousand (120,000) shares of Rs. 10 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 a 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, as aforesaid, a special or without any right of voting. The Directors shall have power to add to such new shares such an amount such 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 sanction 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 shareholders 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 may deem adequate being given, a new certificate in lieu thereof shall be given to the person entitled to such lost or destroyed certificate. A sum of fifty cents shall be payable for such new certificate.

26. *Certificate to be delivered to the first-named of joint-holders not a firm.*—The certificate of shares registered in the 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 rights of a Shareholder until his name shall have been entered in the Register of Shareholders, and he shall have paid all calls and other moneys for the time being payable on every share in the Company held by him.

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

29. *No transfer to minor or person of unsound mind or to a "prohibited person" or "foreigner" or "corporation under foreign control."*—No transfer of shares shall be made to a minor or person of unsound mind, or to a "prohibited person" or "foreigner" or "corporation under foreign control" within the meaning of chapter VI. of The Enemy Firms Liquidation (Amendment) Ordinance, No. 4 of 1917, or to any person acting for and on behalf of or in trust for such "prohibited person" or "foreigner" or "corporation under foreign control."

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 of by them.

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

34. *Registration of transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2 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, as bankrupt, 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 133. of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, and this may be done as a Shareholder in respect of such shares on payment of a fee of Rs. 2 50; or may, subject to the regulations and transfers hereinbefore contained, transfer the same to some other person.

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

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 centum 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 centum 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; 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; 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 centum 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 the to time be issued with any such right or preference, whether in respect of dividend or of payment of capital, or both to her share (other special privilege or advantage over any shares previously issued or then about to be issued (other than such as are 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 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 resolution 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 instalment 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 Two hundred and fifty thousand Rupees (Rs. 250,000). 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 Meeting.*—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 so entered and signed shall be evidence of all such proceedings and of the proper election of the Chairman.

VOTING AT MEETINGS.

73. *Votes.*—At any meeting every resolution shall be decided by the votes of the Shareholders present. In 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 be demanded shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder with 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 up to ten shares; he shall have an additional vote for every ten shares held by him over the first ten shares up to one hundred shares; an additional vote for every twenty-five shares beyond the first one hundred shares. When voting on a resolution involving the winding up of the Company, every Shareholder shall have one vote for every share held by him.

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 separate estate, and the executor or administrator of any deceased Shareholder, or any one of such persons, 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 WATAPOTA RUBBER AND TEA ESTATES, LIMITED.

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

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

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

86. *No Shareholder 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 Two thousand Rupees (Rs. 2,000), 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 Five thousand Rupees (Rs. 5,000) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their Office.*—The first Directors shall be Herbert Douglas Garrick, Esq., of Ukuwela estate, Ukuwela; Edgar Robert Ernest Geddes, Esq., of Madampe estate, Rakwana; William Coombe, Esq., and Alfred Warden, Esq., both of Colombo, 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, on clear days before the meeting, left, at the office, a notice in writing under his hand signifying his candidature for 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 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 between the First Ordinary General Meeting may be filled up by the Directors, but any person so chosen, shall retain office so long only as the vacating Director would have retained the same if no vacancy had occurred.

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

95. *Retiring Directors how determined.*—The Directors to retire from office at the Second, Third and Fourth General Meetings shall, unless the Directors otherwise arrange among themselves, be determined by ballot; in every subsequent meeting 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 as 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 lands in extent 900 acres more or less, situated at Yatagare and Manana and to acquire the said leasehold interests in the lands in extent 460 acres more or less, situated at Watapota.

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, or acquisition of the said lands, in extent 900 acres more or less situated at Yatagare and Manana aforesaid, and acquisition of the said leasehold interests in the said lands in extent 460 acres more or less situated at Watapota aforesaid, and the purchase, lease, or acquisition 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 remuneration and at such salaries and upon such terms and conditions as they may consider advisable, and may pay expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend any or last 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 with or without any cause.

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

110. *To open banking accounts and operate thereon, &c.*—The Directors shall have power to open for the Company any account or accounts with such bank or banks as they may select or appoint, and also be entitled to receive 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 or 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, lands and effects of the Company or any part or parts, share or shares thereof, respectively, or the assignment of the whole or any part or parts of its leasehold interests in any estate or estates, land or lands or the sub-lease of the whole or any part or parts thereof 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, assignment, sub-lease or other disposition into effects 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. *Meetings 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 if present, but if there be a vacancy in the office of Chairman, or if at any meeting of Directors the Chairman be not present at the time appointed for holding the same, then and in that case the Directors present shall choose one of their number to be Chairman of such meeting.

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 thereof 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 and otherwise, shall have the like force and effect as if done by the Board.

Acts of Board or committee valid notwithstanding informal appointment.—The acts of the Board or of any person 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 the person had been duly appointed, provided the same be done before the discovery of the defect.

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

120. *Resolutions of Directors.*—A resolution in writing by all the Directors as valid as if passed at a meeting of Directors. A resolution in writing by 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 no fewer than two Directors shall sign it.

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

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

122. *Signature of minutes of proceedings and effect thereof.*—All such minutes shall be signed by the person or one of the persons who shall have presided as Chairman at the General Meeting, the Board Meeting, or Committee Meeting at which the business minuted shall have been transacted, or by the person or one of the persons who shall preside as Chairman at the next ensuing General Meeting, Board Meeting, or Committee Meeting, respectively; and all minutes

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

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, and in the event of a company registered under the Ordinance being the Agents and Secretaries, being signified by a Director or the Secretary or the duly authorized Attorney of such company signing for and on behalf of such company as 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 to 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 they recommend to be paid out of the profits by way of dividend or bonus to the Shareholders, and the statement, report, and balance sheet shall be signed by the Directors.

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.

(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.

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

133. *Application thereof.*—The Directors may from time to time apply such portions as they think fit of the fund to meet contingencies, or for the payment of accumulated dividends due on preference shares or for other dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings or 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.

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

135. *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.

136. *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.

137. *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.

138. *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.

139. *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.
140. *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.

141. *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.
142. *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.
143. *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.
144. *Retiring Auditors eligible for re-election.*—Retiring Auditors shall be eligible for re-election.
145. *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.
146. *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.
147. *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.
148. *Company's accounts to be open to Auditors for audit.*—All accounts, books, and documents whatsoever of the Company shall at all times be open to the Auditors for the purpose of audit.

NOTICES.

149. *Notice 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.
150. *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.
151. *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.
152. *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.
153. *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.
154. *Non-resident Shareholders must register addresses in Ceylon.*—Every Shareholder resident 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 notice.
- All notices required to be given by advertisement shall be published in the *Ceylon Government Gazette*.

ARBITRATION.

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

EVIDENCE.

156. *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 as 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.

157. *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.
158. *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.

159. *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.

H. C. BIBBY.
LIONEL COX.
A. WARDEN.
W. COOMBE.
W. A. BURY.
A. E. BARRS.
V. C. LAMB.

Witness to the signatures of H. C. BIBBY, LIONEL COX, A. WARDEN, W. COOMBE, and W. A. BURY, at Colombo, this 8th day of March, 1920.

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

Witness to the signature of V. C. LAMB, at Kegalla, on this 12th day of March, 1920 :

ÆLIAN ONDAATJE,
J. P., Kegalla.

Witness to the signature of A. E. BARRS, at Colombo, this 15th day of March, 1920 :

LESLIE W. F. DE SARAM,
Proctor, Supreme Court, Colombo.

[Third Publication.]

The Hanwella Tea and Rubber Company, Limited
(in Liquidation).

NOTICE is hereby given that at an Extraordinary General Meeting of the Shareholders held on Monday, March 29, 1920, the following resolutions were duly passed and confirmed, viz. :—

"1. That with a view to the sale of the undertaking and assets (with the exclusions mentioned in the draft agreement hereinafter referred to) of the Company, the Company be wound up voluntarily, and that Harold Douglas Thornton, of Messrs Ford, Rhodes, Thornton & Co., be and he is hereby appointed Liquidator for the purposes of such winding up.

"2. That the draft agreement which has been laid before this Meeting and subscribed for identification by the Chairman and which is expressed to be made between this Company and its said Liquidator of the one part, and Walter Sutherland Ross as Trustee for and on behalf of a Company to be formed in England under the name of The Hanwella Rubber Estates Co., Ltd., or some other name to be approved, with a nominal capital of £150,000, divided into 150,000 shares of £1 each of the other part, be and the same is hereby approved, and that the said Liquidator be and he is hereby authorized to enter into and sign an agreement in terms of the said draft, and any further agreement with such new company when incorporated as may be necessary or proper for giving full effect to the said agreement, and to carry the same into effect with such (if any) modifications as he may think expedient."

Notice is also given that Mr. Harold Douglas Thornton, of Gaffoor's Building, Colombo, has been appointed Liquidator of the Company.

Colombo, April 1, 1920. BOIS BROTHERS & Co.
Agents and Secretaries.

The Hanwella Tea and Rubber Company, Limited
(in Liquidation).

NOTICE is hereby given that the creditors of the above-named Company are required on or before Monday, May 17, 1920, to send their names and addresses and the particulars of their debts or claims to Harold Douglas Thornton of Gaffoor's Buildings, Colombo, the Liquidator of the said Company, and, if so required by notice in writing from the said Liquidator, to come in and prove their said debts or claims at such time and place as shall be specified in such notice, or, in default thereof, they will be liable to be excluded from the benefit of any distribution of the assets of the said Company.

April 9, 1920.

H. D. THORNTON,
Liquidator.

The Nawalapitiya Buildings Syndicate, Limited.

NOTICE is hereby given that the First Annual General Meeting of the Shareholders of this Company will be held at 2 noon on Tuesday, April 20, 1920, at the registered office of the Company, Gas Works street, Pettah, Colombo.

Business.

1. To receive the report of the Directors and accounts to December 31, 1919.
 2. To elect Directors.
 3. To appoint Auditors, and transact any other business that may be duly brought before the Meeting.
- The Transfer Books of the Company will be closed from April 17 to 24, 1920, both days inclusive.

By order of the Directors,

BOUSTEAD BROS.,
Agents and Secretaries.
Colombo, March 30, 1920.

Selangor River (Selangor) Rubber Company, Limited.

NOTICE is hereby given that the Fourteenth Ordinary General Meeting of this Company will be held at its registered office, Prince Building, Prince street, Fort, Colombo, on Saturday, April 17, 1920, at noon.

Business.

1. To receive the report of the Directors and accounts for the year ended December 31, 1919.
 2. To declare a final dividend.
 3. To elect a Director.
 4. To appoint Auditors for 1920.
 5. To transact such other business as may properly come before the Meeting.
- The Share Transfer Books of the Company will be closed from April 3 to 20, 1920, both days inclusive.

By order of the Directors,

LEWIS BROWN & Co., LTD.,
Agents and Secretaries.
Colombo, April 7, 1920.

The Ceylon Ice & Cold Storage Company, Limited.

NOTICE is hereby given that the Eighteenth Ordinary General Meeting of Shareholders will be held at the Company's registered office, Prince Building, Prince street, Fort, Colombo, on Monday, April 19, 1920, at noon.

Business.

1. To receive the report of the Directors and accounts for the year ended December 31, 1919.
2. To declare a final dividend.
3. To elect two Directors.

4. To appoint Auditors for 1920.
5. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from April 5 to 22, 1920, both days inclusive.

By order of the Directors,

LEWIS BROWN & Co., LTD.,
Agents and Secretaries.
Colombo, April 7, 1920.

The Wanarajah Tea Company of Ceylon, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the above Company will be held at the Company's registered office, Prince Building, Prince street, Fort, Colombo, on Tuesday, April 20, 1920, at 11.30 A.M., for the purpose of confirming as a Special Resolution the following Resolution which was duly passed at the Extraordinary General Meeting of the Company held on March 30, 1920:—

"That Articles 24 and 25 of the Company's Articles of Association be deleted and the following Articles be substituted in lieu thereof and numbered 24, 24A, and 24B, and 25:—

"24. *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.

"24A. *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.

"24B. *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 for purchase or acquisition by the Company, without first offering such shares to the registered Shareholders for the privilege of the Company.

"25. *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."

Should the above Resolution be duly confirmed, the following Resolution will thereafter be submitted to the same meeting for the purpose of considering and, if thought fit, passing same:—

"That the capital of the Company be increased from Rs. 378,000 divided into 18,900 Ordinary Shares of Rs. 20 each to Rs. 1,000,000 by the creation of 31,100 additional Ordinary Shares of Rs. 20 each ranking for dividend and in all other respects, *pari passu*, with the existing Ordinary Shares in the Company."

Should the above Resolution be duly passed by the requisite majority, it will be submitted for confirmation as a Special Resolution to a subsequent General Meeting of the Company which will be convened for the purpose.

By order of the Board,
LEWIS BROWN & Co., LTD.,
Agents and Secretaries.

The Horrekelly Estate Company, Limited.

NOTICE is hereby given that the Annual Ordinary General Meeting of Shareholders of this Company will be held at the Company's registered office, Prince Building, Prince street, Fort, Colombo, on Tuesday, April 20, 1920, at noon.

Business.

1. To receive the report of the Directors and the accounts of the Company for the year ended December 31, 1919.
2. To declare a final dividend.
3. To elect two Directors.
4. To elect Auditors for 1920.
5. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from April 6 to 23, 1920, both days inclusive.

By order of the Directors,
LEWIS BROWN & Co., LTD.,
Secretaries.
Colombo, April 7, 1920.

The Shamilar (Malay) Estate Company, Limited.

NOTICE is hereby given that the Eleventh Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, Ambewatte House, Slave Island, Colombo, on Saturday, April 17, 1920, at 12.30 P.M.

Business.

1. To receive the report of the Directors and the accounts for the year ended December 31, 1920.
2. To elect a Director.
3. To declare a dividend.
4. To appoint Auditors for the current year.
5. To transact any other business that may be properly brought before the meeting.

(The Transfer Books of the Company will be closed from April 10 to 17, 1920, both days inclusive.)

By order of the Directors,
CUMBERBATCH & Co.,
Agents and Secretaries.
Colombo, April 7, 1920.

The Ceylon Planters' Rubber Syndicate, Limited.

NOTICE is hereby given that the Twentieth Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, Ambewatte House, Slave Island, Colombo, on Saturday, April 17, 1920, at 12.45 P.M.

Business.

1. To receive the report of the Directors and the accounts for the year ended December 31, 1919.
2. To elect a Director.
3. To declare a dividend.
4. To appoint Auditors for the current year.
5. To transact any other business that may be properly brought before the meeting.

(The Transfer Books of the Company will be closed from April 10 to 17, 1920, both days inclusive.)

By order of the Directors,
CUMBERBATCH & Co.,
Agents and Secretaries.
Colombo, April 7, 1920.

The Mohemdeen Company, Wellawaya, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of this Company will be held at the Company's registered office, Moor street,

Dickwella, on Tuesday, April 27, 1920, at 3 P.M., to consider and pass the following :—

1. To elect the Board of Directors and the other officers of the Company.
2. To appoint Chief Agents to carry on the business of the Company.
3. To settle the terms of agency and to fix the rate of remuneration to the agents either by commission or salary.

By order of the Board,

A. H. NOORMOHAMEDO,

Dickwella, March 23, 1920. Secretary.

Auction Sale of Properties at Hanwella, in the District of Colombo.

UNDER decree in case No. 13,613 of the District Court of Negombo, entered in favour of the plaintiff Pana Lana Kama Roona Vellamy Pulle of Negombo, against the defendants Cornelis Pinto Jayawardena of Wellampitiya in Colombo, and surety (2) Henry William Amarasekera of Medampe, and by virtue of the order to sell issued to me thereunder for the recovery of the sum of Rs. 1,984.68, with interest on Rs. 1,500 at 16½ per centum per annum from May 25, 1919, to February 10, 1920, and thereafter at 9 per centum per annum on the aggregate amount, till payment in full and costs of suit, I shall sell the under-mentioned properties, mortgaged by bond No. 1,182, dated December 10, 1916, attested by C. M. M. G. Britto, Notary, by public auction, at the respective spots, on Thursday, May 6, 1920, commencing at 10 A.M. :—

(1) All that land called Ambalangodollewatta *alias* Gangabodawatta, with the buildings, trees, and plantations thereon, situated at Hanwella, in Meda pattu of Hewagam korale, in the District of Colombo, Western Province, containing in extent about 4 bushels of paddy sowing ground, as primary mortgage.

(2) All that land called Malwatta *alias* Hikgahawatta, together with the trees, buildings, and plantations thereon, situated at Hanwella aforesaid, containing in extent about 7 bushels of paddy sowing ground, as primary mortgage.

(3) All that portion of Radella willakumbura, situated at Hanwella aforesaid, containing in extent 3½ bushels of paddy sowing ground, as primary mortgage.

(4) All that land called Heenivacowita, situated at Hanwella aforesaid, with the trees and plantations thereon, containing in extent about 2 bushels of paddy sowing ground, as primary mortgage.

(5) All that land called Peerismohandirangekanatte, with the buildings, trees, and plantations thereon, situated at Hanwella aforesaid, containing in extent about 2 bushels of paddy sowing ground, as primary mortgage.

(6) All that land called Meegahawatta, with the buildings, trees, and plantations thereon, situated at Hanwella aforesaid, containing in extent about 8 bushels of paddy sowing ground, as primary mortgage.

(7) All that land called Walawitewatta, with the trees and plantations thereon, situated at Hanwella aforesaid, containing in extent about 1½ bushel of paddy sowing ground, as primary mortgage.

(8) All that land called Punchiwitewatta, with the trees and plantations thereon, situated at Hanwella aforesaid, containing in extent 1 bushel of paddy sowing ground, as primary mortgage.

(9) All that land called Hikgahawatta, with the buildings, trees, and plantations thereon, situated at Hanwella aforesaid, containing in extent about 1½ acre, as primary mortgage.

(10) All that land called Panwillakumbura (now deniya), with the trees and plantations thereon, situated at Hanwella aforesaid, containing in extent about 6 bushels of paddy sowing ground, but erroneously stated to be of about 3 bushels of paddy sowing, as primary mortgage.

(11) All that land called Medakanaththewatta, with the buildings, trees, and plantations thereon, situated at Hanwella aforesaid, containing in extent about 2 acres, as primary mortgage.

(12) All that land called Ketakellagahawatta, with the trees and plantations thereon, situated at Hanwella aforesaid, containing in extent about 4 bushels of paddy sowing ground, as primary mortgage.

(13) All that land called Godaudawatta or Godellawatta, together with the tiled house and the trees and plantations thereon, situated at Hanwella aforesaid, containing in extent 2 acres 3 roods and 15 perches, according to the survey and plan No. 748 dated October 24, 1901, made by C. H. A. Leembruggen, Fiscal's Licensed Surveyor.

Further particulars from P. D. F. de Croos, Esq., Proctor and Notary, Negombo, or from—

Negombo, April 6, 1920.

M. P. KURERA,
Auctioneer.

Auction Sale of Properties at Kurana, within the Gravets and District of Negombo.

UNDER decree in case No. 13,892 of the District Court of Negombo, entered in favour of the plaintiff Una Lana Wana Wana Gandamani Chetty, by his attorney Una Lana Wana Wana Suppiah Pulle of Negombo, against (1) Sangarajage Samiel Silva and wife (2) Mutupurutotage Ana Perera, both of 3rd Division, Kurana, Negombo, defendants, and (3) Sangarajage Albano Silva of 3rd Division, Kurana, Negombo, (4) Ana Nana Theena Layna Letchumanan Chetty of Negombo, (5) Lena Seena Thana Sidambarem Chetty of Negombo, and (6) Uswatta Liyanage Elaris Perera Jayasingha of Kalaeliya, the added defendants, and by virtue of the order to sell issued to me thereunder for the recovery of the claim, interest, and costs appearing therein, I shall sell the under-mentioned properties, mortgaged by bond No. 5,723, dated June 18, 1913, attested by M. D. C. S. Goonasekera, Notary Public, by public auction, at the respective spots, on Wednesday, May 5, 1920, at 3 P.M. :—

(1) A portion of the land called Meegahawatta of several contiguous lots, situated at 3rd Division, Kurana, within the gravets of Negombo, in the District of Negombo, Western Province, containing in extent 2 roods and 24 perches, with the buildings thereon, as primary mortgage.

At 3.30 P.M.

(2) A portion of the land called Weedyabodamadangahawatta, situated at 2nd Division, Kurana, within the gravets of Negombo aforesaid, containing in extent about 1 rood, with the cadjan thatched house standing thereon, as secondary mortgage.

Further particulars from Messrs. Amerasinghe & Ranasinghe, Proctors and Notaries, Negombo, or from—

Negombo, April 6, 1920.

M. P. KURERA,
Auctioneer.

Auction Sale of Property at Kurana Bolawalana, within the Gravets and District of Negombo.

UNDER decree in case No. 13,270 of the District Court of Negombo, entered in favour of the plaintiff Seena Nana Seena Narayanan Chetty, by his attorney Me Weerappa Chetty of Negombo, against the defendant Warnakulasuriya Alagappage Essego Fernando, last Division, Kurana, Negombo, and by virtue of the order to sell issued to me thereunder for the recovery of the claim, interest, and costs of suit therein stated, I shall sell the under-mentioned property, mortgaged by bond No. 30,14 dated June 16, 1916, attested by N. J. C. Wijesekere, Notary, by public auction, at the spot, at 4 P.M., on Monday, May 10, 1920, to wit :—

The portion of the land called Talgahawatta or Kahagahawatta, situated at 3rd Division, Kurana Bolawalana, within the Gravets and District of Negombo, Western Province, though stated to be at 3rd Division of Kurana Bolawalana, containing in extent about 1 acre and 35 perches. Of the soil and all the plantations and buildings of this land, the undivided ½ share, as a primary mortgage.

Further particulars from P. D. F. de Croos, Esq., Proctor and Notary, Negombo, or from—

Negombo, April 6, 1920.

M. P. KURERA,
Auctioneer.

Auction Sale of Properties at Etgala and Bambukuliya, in the Negombo District.

UNDER decree in case No. 13,928 of the District Court of Negombo, entered in favour of the plaintiff Vena Rawanna Mana Ana Roona Adappa Chetty of Negombo,

against (1) Santiago Fernando Joranis Pulle and (2) Juliana Croos *alias* Juvana Croos, both of Bambukuliya, the defendants, and by virtue of the order to sell issued to me thereunder for the recovery of the sum of Rs. 1,984.37½, with interest on Rs. 1,250 at 15 per cent. per annum from October 15, 1919, to January 2, 1920, and thereafter at 9 per cent. per annum on the aggregate amount, till payment in full, and costs of suit, I shall sell the under-mentioned properties, mortgaged by bond No. 26,227, dated May 14, 1915, attested by N. J. C. Wijesekera, Notary, by public auction, at the respective spots, on Friday, May 7, 1920, at 3 P.M. :—

(1) The land called Dambugahawatta, situated at Etgala, in Dunagaha pattu of Alutkuru korale, in the District of Negombo, Western Province, containing in extent about 14 acres. Of this land and of all the plantations and buildings thereon, the undivided 2/14 shares, as primary mortgage.

At 3.30 P.M.

(2) The land called Bambigahawatta, situated at Bambukuliya, in Dunagaha pattu aforesaid, containing in extent about 1 acre, with the buildings standing thereon, as primary mortgage.

Further particulars from Messrs. Amarasinghe & Ranasinghe, Proctors and Notaries, Negomobo, or from—

M. P. KURERA,
Auctioneer.

Negombo, May 6, 1920.

Auction Sale.

In the District Court of Galle.

Vang Eha Lena Shona Letchiman Chetty of Galle... Plaintiff

No. 17,187.

Vs.

(1) Panditage Don Kavis Appuhamy *alias* Panditage Kavis Appuhamy, (2) Panditage Noris Appuhamy, and (3) Panditage David Appuhamy *alias* David Pandita, all of Tiranagama.....Defendants.

UNDER and by virtue of the decree entered in the above case and the order issued therein, I shall sell by public auction, at the several spots, the following property specially bound and executable for the recovery of the amount of the said decree on the dates and hours herein-after specified, viz. :—

On May 1, 1920, commencing at 1 P.M.

1. All that allotment of land called Ambalamabedda, situate at Hikkaduwa in Wellaboda pattu of Galle, in extent 16 acres and 27 perches.

2. All that divided lot marked 2b of the land Kudawak-Bandarawatta, together with all the buildings thereon situate at Hikkaduwa aforesaid, in extent about

All that and those the estate, plantations, buildings, premises comprising 11 allotments of land, which form the estate and block of land now known as Thoranathebu-Higgawatta, situate at Hikkaduwa aforesaid, in extent as follows:— 2 acres 2 roods and 4 perches (two small patches of which are paddy fields, the rest being planted with coconut, jak, Gammon, rubber, and other plantations).

All that the leasehold right of the 3rd defendant above named for a period of 15 years commencing from February 13, 1913, in and to all that defined portion comprised of lots 1 and 2 of the land called Ratmehera Panwilagodawatta *alias* Delgahawatta, situate at Teranagama in Wellaboda pattu of Galle, in extent 2 acres 3 roods and 38.25 perches, with right to prospect for plumbago.

On May 8, 1920, at 2 P.M.

All that allotment of land called Madinawalakadahena appearing in the final village plan 165, together with all the buildings, trees, and plantations standing thereon, situate at Dewalegama in Kandaboda pattu of Matara, in extent 3 acres 1 rood and 36 perches.

CHAS. M. GOONASEKERA,
Auctioneer.

Sale by Auction under Mortgage Decree.

In the District Court of Puttalam.

Sina Thana Vianna Rana Sithamparam Chetty, by his attorney Sina Thana Vianna Rana Ramasamy Pillai of Puttalam..... Plaintiff.

No. 3,300.

Vs.

(1) Pitche Tamby Mohamado Naina and wife (2) Panicker Pathumuttoo, both of Karativoe in Pomparippoo pattu.....Defendants.

BY virtue of the order that has been directed to me by the District Court of Puttalam in the above case, I hereby give notice that I will put up for sale by public auction the following properties on the date and at the hours mentioned below, at the spot :—

April 23, 1920, at 1 P.M.

(b) The coconut garden called Moondrumoolaiouvounkani, situated at Manjadicholai, in the village Pullithivial in Akkarai pattu south, in Puttalam division, in Puttalam District, North-Western Province, containing in extent about ½ acres; boundaries are: on the north by garden belonging to Meera Saibo Naina Mohamado Lebbe and others, east by reservation, south by garden belonging to Sego Mohamado Casim and others, and west by garden belonging to Pitche Tamby Kuppe and others; the entire land within these boundaries.

April 23, 1920, at 1.15 P.M.

(c) The coconut garden called Moondrumoolaitotem, situated at the aforesaid village Pullithivial, containing in extent about ½ acres; boundaries: north by land belonging to Meera Saibo Naina Mohamado Lebbe and others, east and west by lands belonging to Pitche Tamby Kuppe and others, and south by garden belonging to Cader Saibo Sego; an undivided ½ share, together with all singular plantations therein, the crops and produce thereof, and all the right, title, interest, and claim whatsoever of the said defendant in, to, upon, or out of the said proceeds applied in and towards the payment of the said amount, interest, and costs.

For further particulars apply to W. S. Strong, Esq., Crown Proctor, Puttalam, or to the undersigned:

P. M. M. CADERSAIBO MARAKAR,
Puttalam, March 30, 1920. Auctioneer.

Sale by Auction under Mortgage Decree.

In the District Court of Puttalam.

Sina Thana Vianna Rana Ramasamy Pillai of Puttalam..... Plaintiff.

No. 3,320.

Vs.

Naina Lebbe Marakar Notary Mohamado Moheidin Ibrahim Naina Marakar Mohamado Abdul Majid Marakar of Puttalam, executor of the estate of the deceased Naina Lebbe Marakar Notary Mohamado Moheidin Ibrahim Naina Marakar in D. C., testamentary case No. 459, Puttalam.....Defendant.

BY virtue of the order that has been directed to me by the District Court of Puttalam in the above case, I hereby give notice that I will put up for sale by public auction the following properties on the date and at the hours mentioned below, at the spot :—

April 20, 1920, at 1 P.M.

(a) The boundaries of the boutique land, with two tiled boutiques, containing in extent 20 cubits from east to west and 17 cubits from north to south, situated at Colombo-Jaffna road, in the town of Puttalam, in the Puttalam District, of the North-Western Province, bearing assessment Nos. 49 and 50; are on the north by the 2nd land mentioned here below belonging to the said N. L. M. Notary Mohemado Moheidin Ibrahim Naina Marakar, east by the land belonging to the said N. L. M. Notary Mohemado Moheidin Ibrahim Naina Marakar, and west by the Colombo-Jaffna road. The entirety of the contents within these boundaries.

April 16, 1920, at 1 P.M.

(b) The boundaries of the boutique land, with one tiled boutique, containing in extent from east to west 20 cubits and from south to north 8½ cubits, situated at the Colombo-Jaffna road, in the town of Puttalam aforesaid, bearing assessment No. 51; are on the north by the 3rd land mentioned here below belonging to the said N. L. M. Notary Mohamado Moheidin Ibrahim Naina Marakar, south by the afore-mentioned 1st land belonging to the said N. L. M. Notary Mohamado Moheidin Ibrahim Naina Marakar, and west by the Colombo-Jaffna road. The entirety of the contents within these boundaries.

April 16, 1920, at 1.30 P.M.

(c) The boundaries of the boutique land, with two tiled boutiques, containing in extent from east to west 20 cubits and from south to north 17 cubits, situated at the Colombo-Jaffna road, in the town of Puttalam aforesaid, bearing assessment Nos. 52 and 53; are on the north by the boutique land belonging to the said N. L. M. Notary Mohamado Moheidin Ibrahim Naina Marakar, south by the aforementioned 2nd land belonging to the said N. L. M. Notary Mohamado Moheidin Ibrahim Naina Marakar, and west by the Colombo-Jaffna road. The entirety of the contents within these boundaries, and all the right, title, interest, and claim whatsoever of the said defendant in, to, upon, or out of the said proceeds applied in and towards the payment of the said amount, with interest and costs.

For further particulars apply to W. S. Strong, Esq., Crown Proctor, Puttalam, or to the undersigned:

P. M. M. CADERSAIBO MARAKAR,
Puttalam, March 30, 1920. Auctioneer.

Dissolution of Partnership.

NOTICE is hereby given that the business carried on by me, the undersigned, in partnership with Ravenna Mana Ravenna Veena Avitchy Chetty and Yeyna Kana Yeyna Muttiah Chetty and Munneswaram, in the District of Chilaw, under the name style, and firm or vilasam of "Moona Moona Ravenna Mara" has been dissolved, and the share and interest of the said Avitchy Chetty and Muttiah Chetty in the said business have been assigned to me by deed No. 2,458 dated March 6, 1920, and March 19, 1920, and attested by Mr. C. T. Kandaiya, Notary Public.

MOONA ROONA SEENA THANA MUTTIAH CHETTY.
Colombo, April 1, 1920.

Application for Enrolment as an Advocate.
I, Leopold Rowel Wijeyesekera, of the Hon. Society of Gray's Inn, Barrister-at-Law, shall apply to the Hon. the Chief Justice and the other Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled an Advocate of the said Court.

Wasala Walauwa, L. R. WIJYESEKERA.
Waikkal, April 7, 1920.

Application for renewal of Foreign Liquor License.
We here give notice that we have on March 9, 1920, applied to the Government Agent, Western Province, Colombo, for the license shown in the schedule hereto annexed, for the licensing period ending September 30, 1920:

Schedule referred to.

Name and address of applicant: J. L. Ross & Co.
Description of license or licenses applied for: Wholesale license for bottled beer.

State whether application is for renewal of existing license or for a new license: New license.

Situation of premises to be licensed: Roscoe stores, Maradana.

Colombo, April 6, 1920. J. L. Ross & Co.

Application for renewal of Foreign Liquor License.
I HEREBY give notice that I have on January 6, 1920, applied to the Assistant Government Agent, Kalutara, for the license shown in the schedule hereto annexed, for the licensing period ending September 30, 1920, in compliance with Excise Notification No. 75 of June 15, 1918.

Schedule.

Name and address of applicant: K. T. M. Elapatha, Beruwala.

Description of license or licenses applied for: Beer and porter, retail and wholesale.

State whether application is for renewal of existing license or licenses or for a new license or licenses: New license.

Situation of premises to be licensed: Beruwala junction, Beruwala.

K. T. M. ELAPATHA,
Applicant.

Ceylon Government Railway.—Comparative Statement of Goods Traffic for the Month of January, 1920.

Particulars of Goods conveyed.	Month ended	Month ended	Increase in	Decrease in	Nett Increase or Decrease	
	January 31, 1919.	January 31, 1920.			Increase in 1919 to 1920.	Decrease in 1919 to 1920.
	Tons.	Tons.	Tons.	Tons.	Tons.	Tons.
Kerosine oil ..	322	487	165	—	584	—
Rubber ..	3,473	3,998	525	—	3,117	—
Rice ..	18,963	14,305	—	4,648	8,222	—
Tea ..	8,063	10,594	2,531	—	3,925	—
Cacao ..	481	452	—	29	—	5
Coconut produce ..	5,003	6,868	1,865	—	4,875	—
Fruit and vegetables ..	1,749	1,994	245	—	1,535	—
Tea and rubber packing ..	1,825	2,570	745	—	2,337	—
Plumbago ..	777	260	—	517	—	2,138
Bulk petroleum ..	687	619	—	68	204	—
Liquid fuel ..	1,082	1,327	245	—	885	—
Manure ..	16,135	19,558	3,423	—	14,404	—
Other goods ..	24,527	30,975	6,448	—	34,036	—
Railway material (open line) ..	5,497	8,604	3,107	—	14,939	—
Railway material (extensions) ..	127	154	27	—	—	617
Breakwater material ..	935	313	—	622	—	33
Foreign traffic ..	3,131	4,480	1,349	—	956	—
Total ..	92,767	107,558	20,875	5,884	90,519	3,304

Colombo, March 29, 1920.

G. P. GREENE,
General Manager.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Rinderpest.

WHEREAS by proclamation dated February 26, 1920, and published in the *Government Gazette* No. 7,089 of March 5, 1920, the village known as Atigala, in Hewagam korale of the Western Province, was proclaimed as an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said area, it is now declared free from rinderpest and to be no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, W. R. JANSZ,
Colombo, March 29, 1920. for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the village Maharagama, in Colombo Mudaliyar's division of the Western Province; It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by Udahamulla village boundary, east by District Road Committee road, south by Nawinna paddy fields, and west by Boralessgomuwa and Udahamulla village boundaries.

This declaration is to take effect from this date.

The Kachcheri, W. R. JANSZ,
Colombo, March 30, 1920. for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the village Pita Kotte, in Colombo Mudaliyar's division of the Western Province; It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by Sanitary Board road, east by Public Works Department road, south by Sanitary Board road to Vihare and Pagoda village boundary, and west by Dewata road.

This declaration is to take effect from this date.

The Kachcheri, W. R. JANSZ,
Colombo, March 31, 1920. for Government Agent.

Rinderpest.

WHEREAS by the under-mentioned proclamations, the areas referred to therein, were declared infected areas, and whereas rinderpest no longer exists in the said areas, they are hereby declared free from rinderpest and to be no longer infected areas:—

Date of proclamation.	No. of 1919.	Date of Gazette.
th proclaimed.	1919.	1919.
thanchiya palata	Nov. 3	7,063 of Nov. 7
thanchiya palata	Nov. 11	7,065 of Nov. 21
Hittigampola palata	Nov. 29	7,069 of Dec. 5
as	1920.	1920.
aragahagedara and	Jan. 7	7,077 of Jan. 16
G Kurikotuwa palatas		
rangoda and Dodan-	Jan. 13	7,079 of Jan. 23
apotta palatas		

Kurunegala Kachcheri, C. R. CUMBERLAND,
March 31, 1920. Government Agent.

Rinderpest.

WHEREAS by proclamation dated March 23, 1920, published in the *Government Gazette* No. 7,094 of March 26, 1920, the premises known as S. P. C. A. Refuge for Animals, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest, and to be no longer an infected area.

This declaration shall take effect from March 29, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 31, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 21, situated at Wall's lane, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from March 21, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 31, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises known as Kachcheri road gala, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from March 31, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, April 1, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 16B, situated at Havelock Town, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from March 24, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, April 1, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated March 5, 1920, published in the *Government Gazette* No. 7,091 of March 12, 1920, the premises bearing assessment No. 129, situated at Temple road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from March 26, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, April 1, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated March 2, 1920, published in the *Government Gazette* No. 7,089 of March 5, 1920, the premises bearing assessment No. 48, situated at Dean's road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from March 20, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, April 1, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated March 2, 1920, published in the *Government Gazette* No. 7,089 of March 5, 1920, the premises bearing assessment No. 532, situated at Timbirigasyaya, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from March 29, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, April 1, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated March 2, 1920, published in the *Government Gazette* No. 7,089 of March 5, 1920, the premises bearing assessment No. 15/16, situated at Ketawalamulla, Colombo, were proclaimed an

infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest, and to be no longer an infected area.

This declaration shall take effect from March 20, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, April 1, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 431, situated at Jawatta road, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from March 23, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, April 1, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 4, situated at Ferry street, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from March 28, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, April 1, 1920. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated March 13, 1920, published in the *Government Gazette* No. 7,093 of March 19, 1920, the premises bearing assessment No. 2, situated at Hunupitiya road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from March 29, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, April 1, 1920. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated January 30, 1920, published in the *Government Gazette* No. 7,082 of February 6, 1920, the premises bearing assessment No. 85/87, situated at 2nd Division, Maradana, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from February 29, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, April 1, 1920. Municipal Veterinary Surgeon.

NOTICES UNDER "THE EXCISE ORDINANCE, No. 8 OF 1912."

Delegation of Powers.

BY virtue of the powers vested in me by Excise Notification No. 8, appearing in *Government Gazette*, No. 6,554 of March 28, 1913, I, George Frederick Reginald Browning, Government Agent of the Province of Sabaragamuwa, do hereby delegate unto the Assistant Commissioner of Excise, Colombo Division, Badulla, my powers under section 14 of "The Excise Ordinance, No. 8 of 1912," to issue licenses for drawing fermented toddy in the Ratnapura District.

Ratnapura Kachcheri, G. F. R. BROWNING,
March 30, 1920. Government Agent.

Delegation of Powers.

BY virtue of the powers vested in me by Excise Notification No. 8, appearing in *Government Gazette*, No. 6,554 of March 28, 1913, I, George Frederick Reginald Browning, Government Agent of the Province of Sabaragamuwa, do hereby delegate unto the Assistant Superintendent of Excise, Ratnapura, my powers under section 14 of "The Excise Ordinance, No. 8 of 1912," to issue licenses for drawing fermented toddy in the Ratnapura District.

Ratnapura Kachcheri, G. F. R. BROWNING,
March 30, 1920. Government Agent.

Toddy Rents, Matale District, 1920-21.

NOTICE is hereby given that the privilege of selling fermented toddy by retail in the areas specified in the schedule below for the period of twelve months from October 1, 1920, to September 30, 1921, will be put up for sale by public auction at the Matale Kachcheri, on Tuesday, April 20, 1920, at 1 P.M.

Conditions of sale can be obtained from the Assistant Government Agent, Matale, or the Ratemahatmayas of the respective divisions.

The Kachcheri, E. T. MILLINGTON,
Matale, April 1, 1920. Assistant Government Agent.

SCHEDULE.

Matale District.

No.	Division.	Locality or Range.
		Within the limits of—
1	Matale North	Ambokka and Millawana wasamas
2	Do.	Akuramboda wasama
3	Matale South	Udasgiriya wasama
4	Do.	Gammulla wasama
5	Do.	Dullewe wasama
6	Do.	Galwadukumbure wasama
7	Do.	Udugama wasama
8	Do.	Aluvihare wasama
		Within the Local Board limits of—
9	Do.	Matale town
		Within the limits of—
10	Do.	Hulangomuwa wasama last outside Local Board limits
11	Do.	Purijjala wasama
12	Do.	Tenna wasama
13	Do.	Wariapola wasama
14	Do.	Ukuwela wasama
15	Do.	Kaduwela wasama
16	Do.	Muwandeniya wasama
17	Do.	Bandarapola and Ulpotapit wasamas
18	Do.	Palle Hapuvida wasama
		Within the village limits of—
19	Do.	Elkaduwa along the Ukuwela-Elkaduwa road at any approved point on the road between 1 mile and ½ mile from the junction in the Elkaduwa bazaar
		Within the Sanitary Board limits of—
20	Matale East	Rattota town
		Within the limits of—
21	Do.	Maussagolla wasama
22	Do.	Pallegama wasama
23	Do.	Weregama wasama
24	Do.	Etanwela wasama

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

Prices of Foodstuffs, &c., in Colombo on April 7, 1920.

	Per	Wholesale. Rs. c.	Per	Retail. Rs. c.		Per	Wholesale. Rs. c.	Per	Retail. Rs. c.
Paddy, Country ..	Bushel	—	Measure	—	Sugar, Brown ..	—	—	.. lb.	—
Paddy, Imported ..	do.	—	do.	—	Salt ..	—	—	.. Measure	0 11
Rice, Country ..	do.	—	do.	—	Salt ..	—	—	.. lb.	0 5½
Rice, Kara ..	do.	—	do.	—	Dried Chillies ..	—	—	.. do. 36c. to	0 40
Rice, Kallunda ..	do.	—	do.	—	Coriander ..	—	—	.. do.	0 18
Rice, Sulai ..	do.	—	do.	—	Pepper ..	—	—	.. Measure	0 56
Rice, Muttusamba ..	do.	—	do.	—	Garlic ..	—	—	.. lb.	0 38
Raw Rice (Rangoon) ..	do.	—	do.	—	Mustard ..	—	—	.. Measure	0 18
Raw Rice (Singapore) ..	do.	—	do.	—	Turmeric ..	—	—	.. lb.	0 18
Raw Rice (Batavia) ..	do.	—	do.	—	Fenugreek ..	—	—	.. do.	0 40
Dholl (Thovaram) ..	do.	—	Seer	0 48	Cummin ..	—	—	.. do.	0 22
Dholl (Mysore) ..	do.	—	do.	0 22	Aniseed ..	—	—	.. do.	0 10
Green Peas ..	do.	—	do.	0 21	Tamarind ..	—	—	.. do.	0 38
Ulundu ..	do.	—	do.	0 32	Jaggery ..	—	—	.. Bundle	0 28
Gram ..	do.	—	do.	0 28	Gingelly ..	—	—	.. Seer	1 50
Wheat Flour (Australian) ..	—	—	.. lb.	0 13	Gingelly Oil ..	—	—	.. Bottle 84c. to	0 88
American Flour ..	—	—	.. do.	0 17	Coconut Oil ..	—	—	.. Measure	0 19
Ghee, Cow ..	—	—	.. Seer	5 50	Kerosine Oil, Day- light ..	—	—	.. Bottle	0 18
Ghee, Buffalo ..	—	—	.. do.	4 50	Kerosine Oil, Mon- key Brand ..	—	—	.. do.	0 18
Milk ..	—	—	.. Bottle	0 30	Matches, Three Stars ..	—	—	.. Packet of 12 boxes	0 20
Potatoes (Indian) ..	—	—	.. lb.	0 12	Matches (Japanese) ..	—	—	.. do.	0 19
Potatoes (Bangalore) ..	—	—	.. do.	—	Beef ..	—	—	.. lb.	0 30
Onions (Bombay) ..	—	—	.. do.	0 12	Mutton ..	—	—	.. do.	0 75
Onions, Red ..	—	—	.. do.	0 8	Pork ..	—	—	.. do.	0 50
Bread ..	—	—	.. 1-lb. loaf	0 18	Chickens ..	—	—	.. Each	0 75
Tea ..	—	—	.. lb.	0 72	Eggs ..	—	—	.. do.	0 6
Coffee ..	—	—	.. do.	0 75	Dry Fish, Nettali (Halmessan) ..	—	—	.. lb.	0 28
Limes ..	—	—	.. Dozen	0 12	Dry Fish (Maldive) ..	—	—	.. do.	0 50
Coconuts ..	—	—	.. Each 10c. to	0 12					
Sugar, Soft ..	—	—	.. lb.	0 35					
Sugar, Crepe ..	—	—	.. do.	0 33					
Sugar (Ceylon) ..	—	—	.. do.	—					
Sugar Candy ..	—	—	.. do.	0 48					

The Municipal Office,
Colombo, April 7, 1920.J. A. MAYBIN,
Second Financial Assistant to the
Chairman, Municipal Council.

MUNICIPALITY OF KANDY.

Minutes of Proceedings of a Meeting of the Municipal Council of Kandy, held in the Town Hall, Kandy, on February 21, 1920, at 8.30 a.m., in accordance with notice dated February 17, 1920.

Present:—The Hon. Mr. C. S. Vaughan, Chairman; Dr. Allan de Saram; Mr. J. C. Ratwatto; Mr. L. H. S. Pieris; Dr. J. W. S. Attygalle; Mr. F. L. Goonewardena; Mr. G. E. de Silva; and Mr. H. F. Tomalin.

- The Minutes of Proceedings of the Meeting held on January 17, having been previously submitted to the Chairman for his approval and a copy thereof furnished to each Member, were taken as read and confirmed by the Chairman.
- The following documents were submitted:—
 - Statement of receipts and disbursements from close of 1919 to January 31, 1920, on account of the Municipal Fund.
 - Progress report of works brought up to the same date.
 - Health Officer's report for January.
 - Statement of cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of January.
 - The reservoir readings for January.

Resolved that the statement (a), together with the Minutes of Proceedings of this Meeting, as required by section 6 of the Municipal Councils Ordinance, No. 6 of 1910, be forwarded to the Colonial Secretary for publication in the *Government Gazette*.

- The following papers were laid on the table:—Reports by the several Inspectors on laundries, bakeries, dairies, standpipes, and house service taps inspected during January.
- Correspondence: (1) Letter No. 2 of January 20, 1920, from the Hon. the Colonial Secretary intimating that there is no objection to the fixing of a meter in the Civil Hospital, Kandy, to ascertain the amount of water consumed.—Read.
- Letter No. 3 of January 24, 1920, from the Hon. the Colonial Secretary sanctioning the grant of a temporary increase of pensions to the pensioners of the Municipal Council, Kandy.—Read.
- Letter No. 4 of January 27, 1920, from the Hon. the Colonial Secretary intimating that the amendments to the Pension Rules relating to the pension of transferred officers will be published in the *Government Gazette*.—Read.
- Letter of February 12, 1920, from the Hon. the Colonial Secretary to Mr. H. F. Tomalin nominating him to be a Member of the Municipal Council, Kandy, vice Mr. P. M. Bingham, for the period ending December 31, 1920, for the information of the Chairman.—Read.
- Letter of February 12, 1920, from the Deputy Food Controller intimating that the Food Control Committee are of opinion that the present cost of management is reasonable, and that they do not see their way to reducing it.—Read.
- Letter of February 17, 1920, from Mrs. E. Beven presenting the Council with a photograph of the late Mr. E. Beven, Member of Council from 1873-1919.

Mr. Pieris moved— That the thanks of the Council be conveyed to Mrs. Beven for the gift of a photograph of the late Mr. E. Beven, and that she be informed that the Council will be proud to have the photograph hung in the main hall of the Town Hall. Mr. Ratwatte, seconded.—Carried.

5. Pursuant to notice Mr. G. E. de Silva asked—(1) Whether the Chairman has given instructions for the construction of the playground and park at Mahaiyawa, if not, when will the work be taken up?

(2) Whether anything has been done with the piece of land gifted to Council by the late Mr. Beven for the construction of a park?

(3) Whether the preliminaries, such as acquiring of land, &c., have been completed for the commencement of the work in connection with the outlet to Asgiriya, if not, the likely date they will be completed?

(4) What steps are going to be taken with regard to the alleys now closed or demolished?

(5) Whether the Chairman intends taking any steps to open up roads to Deiyannewela and Huduhumpola in the near future?

(6) Whether the Chairman is aware of the ill-kept condition of some of the drives, such as Lady Anderson's Drive, Lady Torrington's, Lady Horton's, &c., and why instructions are not given for its immediate repair as funds have been regularly voted for their upkeep?

The Chairman replied as follows:—(1) The usual information that the estimate for constructing a play ground at Mahaiyawa on the land vested in the Council has been sanctioned was conveyed to the Superintendent of Works, who reports that the work will be undertaken as soon as possible. There has been no proposal to call the playground a park. I should mention that the site of the Old Lock Hospital or Dharama Lines, which it is proposed to include in the playground, has not yet been vested in the Council. I am applying to Government for the necessary sanction.

(2) A path was opened through the land gifted to the Council by the late Mr. Beven joining with Udawattekelle paths, and some seats were placed on a portion levelled for the purpose. The land has been kept free from weeds, and the Council maintains the approaches. Some ornamental shade trees and fruit trees has also been planted on the land.

(3) Application has been made through Government to the Military Authorities for the handing over of the portion of Military land required, and the matter has to be referred to the War Office in England. I am unable to give date as to when the reply of the War Office may be expected. Pending this reply no negotiations have been opened regarding acquisition from private parties, as the trace depends on the reply from the War Office.

(4) It is for the owners of the sites to submit plans for new buildings in accordance with the Housing Ordinance. Only one owner concerned has as yet submitted plans for new buildings.

(5) The Superintendent of Works is engaged on a preliminary survey of Deiyannewela with a view to opening up new roads. Huduhumpola can be taken up when Deiyannewela has been dealt with.

(6) The Superintendent of Works reports that Lady Anderson's drive, Lady Torrington's, and Lady Horton's are in good repair. The money voted on them has been regularly spent on them. I am aware that a wooden seat has been missing for some time from Lady Horton's drive, and am asking the Superintendent of Works whether he cannot put up a stone seat in its place.

6. Pursuant to notice, Dr. Attygalle asked—What acreage of land vested in the Council is capable of being used for growing food crops, and whether the Chairman would consider the desirability of granting such lands to cultivators on easy terms on lease for reasonable periods?

The Chairman replied as follows:—I take it that "capable" means both capable and suitable for growing food crops, and I know of no such land vested in the Council.

7. Pursuant to notice, Dr. Attygalle moved—"That this Council do undertake the building of model tenements on available Municipal or on sites acquired for the purpose, for the housing of the poor, to be let out on rental, and that the Superintendent of Works be called upon to submit plans and estimates at an early date." Mr. De Silva seconded.

The Chairman moved as an amendment "That an estimate be prepared and submitted for acquisition of sites suitable for model tenements if no Municipal land is found available therefor, with a view to providing such tenements at the cost of the Council, and that a Special Committee be appointed to consider the question." Mr. Tomalin seconded.

The amendment was put to the Meeting and carried by the Chairman's casting vote.

Ayes.—The Chairman, Mr. Tomalin, Dr. De Saram, and Mr. Pieris. *Noes.*—Dr. Attygalle, Mr. De Silva, Mr. Ratwatte, and Mr. Goonewardene.

The original motion was declared lost.

The following agreed to serve on the Special Committee:—Mr. Tomalin, Dr. De Saram, Mr. Pieris, and the Chairman.

8. Papers *re* proposed sites for the two extra monthly performances to be given by the Band. It was agreed that Wace park and Bogambara ground be approved as sites until further notice for the two extra monthly performances.

9. To sanction payment of Rs. 63 out of current year's votes for photographs of rickshaw coolies taken last year.—Resolved that the payment be sanctioned.

10. Recommendations of Standing Committees:—

Finance and Assessment.

(1) That the rent for the additional piece of land to be leased to the Kandy Lawn Club for extending their building be fixed at Re. 1 per annum.

(2) That the special rate of cents 45 for every thousand gallons consumed at the following places be sanctioned:—(i.) Siebel's Flower Garden, (ii.) the Dalada Maligawa, (iii.) the Hindu temples, (iv.) the mosques.

(3) That the payment of Rs. 75·60 to collector K. B. Seneviratne for distribution of vehicle and animals and dog schedules be sanctioned.

(4) That the following excesses in votes for 1919 be sanctioned:—House service, Rs. 257·86; Fire engine, Rs. 11·50.

(5) That the Municipal peons be allowed four white coats instead of two for the year.

(6) That the payment of Rs. 11 and Rs. 8 to substitutes employed during the illness of the Correspondence clerk and Revenue clerk, respectively, be sanctioned.

(7) That the Attendance Officer be provided with a waterproof.

Law and General Subjects.

(8) That a grant of Rs. 100 a year be made to the Young Women's Christian Association for relief work.—Resolved that the recommendations be adopted.

11. To elect a Member to serve on the following Standing Committee:—(i.) Markets and Sanitation, (ii.) Municipal Works. Mr. H. F. Tomalin was elected a Member of both the Standing Committees.

Confirmed this 20th day of March, 1920.

C. S. VAUGHAN, Chairman.

Statement of Receipts and Disbursements, January 1 to February 29, 1920.

RECEIPTS.	Estimated Revenue from Jan. 1 to for 1920.		Actual Receipts Feb. 29, 1920.		DISBURSEMENTS.	Estimated Expenditure for 1920.		Actual Disbursements from Jan. 1 to Feb. 29, 1920.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
Consolidated rate—					Secretariat ..	37,395	37	5,618	72
(a) Assessment rate ..	71,800	0	8,708	71	Health Department ..	82,029	13	7,574	85
(b) Water-rate ..	37,900	0	4,691	61	Works Department ..	98,762	69	6,887	5
Taxes ..	25,510	0	5,028	40	Public market ..	5,586	0	664	79
Tolls ..	26,974	0	397	0	Slaughter-house ..	2,719	0	449	59
Licenses and stamp duties—					Cemetery ..	1,500	0	212	16
(a) Licenses ..	2,625	0	1,126	0	Municipal Court ..	1,574	0	164	34
(b) Stamp duties ..	11,790	0	198	0	Municipal school ..	1,968	0	297	0
Public market rents ..	36,100	0	4,685	25	Government loans ..	6,561	50	—	—
Slaughter-house fees ..	8,425	0	1,660	26	Pensions ..	1,882	45	675	98
Conservancy fees ..	22,200	0	3,582	36	Miscellaneous services—				
Judicial fines ..	3,500	0	324	34	(a) Police ..	30,000	0	—	—
Water service ..	10,000	0	565	90	(b) Street lighting ..	28,246	0	2,404	97
Miscellaneous receipts ..	46,875	0	2,012	4	(c) Miscellaneous ..	26,853	0	3,560	45
Total Revenue ..	303,699	0	32,979	87	Total Expenditure ..	325,077	14	28,509	90
Deposits ..	—	—	48	55	Deposits ..	—	—	36	0
Advances ..	—	—	3,552	43	Advances ..	—	—	7,162	45
Stall rent securities ..	—	—	72	50	Stall rent securities ..	—	—	322	0
Municipal Court fines, awards ..	—	—	348	75	Municipal Court fines, awards ..	—	—	492	50
Lettering vehicles, fees ..	—	—	114	0	Lettering vehicles, fees ..	—	—	107	50
Cheques returned by bank uncashed ..	—	—	38	50	Cheques returned by bank uncashed ..	—	—	35	50
Municipal stores ..	—	—	2,541	6	Municipal stores ..	—	—	862	50
					Petty cash imprest ..	—	—	300	0
Total Receipts ..			39,695	66	Total Disbursements ..			37,828	35
Cash balance on January 1, 1920 ..			131,760	24	Cash balance on February 29, 1920 ..			133,627	55
Grand Total ..			171,455	90	Grand Total ..			171,455	90

Kandy, March 12, 1920.

Balance Sheet, February 29, 1920.

LIABILITIES.	Amount.		Total.
	Rs.	c.	
Deposits on account of—			
Stall rent securities ..	2,170	0	
Sundry securities ..	4,586	67	
Miscellaneous deposits ..	567	98	7,324 65
Surplus :—			
Surplus from 1919 ..	130,109	60	
Add revenue, January 1 to February 29, 1920 ..	32,979	87	
	163,089	47	
Less expenditure, January 1 to February 29, 1920 ..	28,509	90	134,579 57
Total ..	141,904	22	

Kandy, March 12, 1920.

E. B. PEREIRA, Accountant.

ASSETS.	Amount.		Total.
	Rs.	c.	
Cash in Mercantile Bank—			
Fixed deposit ..	55,000	0	
Current account ..	38,627	55	93,627 55
Cash in National Bank—			
Fixed deposit ..	40,000	0	133,627 55
Advances on account of—			
Wages of coolies ..	1,440	0	
Supply of rice ..	2,626	44	4,066 44
Investment in Ceylon war loan bonds ..	—	—	200 0
Petty cash imprest ..	—	—	300 0
Municipal stores ..	—	—	3,710 23
Total ..	141,904	22	

E. B. PEREIRA, Accountant.

MUNICIPALITY OF GALLE.

Minutes of Proceedings of a General Meeting of the Municipal Council of Galle held in the Municipal Office on Saturday, February 14, 1920.

THE Council met this day at 2 P.M., pursuant to notice dated February 9, 1920.

Present :—The Hon. Mr. R. B. Hellings, Chairman ; Mr. D. G. Goonewardene ; Dr. C. B. Lourensz ; Mr. C. E. de Vos ; Mr. G. E. Abeywardene ; and Mr. J. E. Perera.

1. The Minutes of the General Meeting held on January 10, 1920, a copy thereof having been furnished to each Councillor, were taken as read and confirmed.

2. Application from the ladies of Galle for the use of the sea bathing place, near the District Judge's quarters, on two mornings a week.—Resolved that the bathing place be reserved for the use of ladies on Wednesdays and Saturdays, between 6 A.M. and 8 A.M.

3. To consider an application from the Galle District Planters' Association for the portion of ground opposite the New Gate, Fort, as the site of an obelisk or cenotaph to be erected as a public memorial to those from the Southern Province who fell in the great war.—Resolved that Council has no objection to the erection of a public memorial on this site ; but would wish to have a plan and further particulars of the monument to be erected.

4. Increase of snails in the town.—Resolved that the Inspectors be directed to advise owners of gardens to have the snails collected and thrown into the sea.

5. Application from Dr. E. Ludovici for the lease of the site of the signal station on the Ramparts to be used as a croquet lawn.—Resolved that Council has no objection to the granting of the lease; provided the ground is not fenced in and no buildings are erected.

6. Application from the Emergency Relief Committee of the Galle Poor Relief Association for financial aid in relieving the present distress in the town, due to the high prices of foodstuffs generally.—The Chairman stated that His Excellency the Governor had been pleased to sanction the expenditure of Rs. 2,500 from the funds of the Municipal Council for the relief of distress.

Mr. J. E. Perera moved that a sum of Rs. 500 be given to the Emergency Relief Committee as a first contribution for the purpose of relieving distress in the town. The Chairman seconded.—Carried.

7. Papers *re* Galle water supply: letter No. 367 dated February 10, 1920, from the Director of Public Works forwarding copy of letter No. 64 of February 2, 1920, from Mr. S. Davies, *re* cost of filling and draining the swamps in the catchment area at Hiyare.—Resolved that the Director of Public Works be requested to be so good as to authorize Mr. Davies to visit the town again and go into the estimate with the Superintendent of Works.

8-9. The following extracts from the Minutes of the Standing Committees, named, were laid before the Council:—

8.—*Extracts from the Standing Committees on Municipal Works and Finance and Assessment (meeting together) of February 14, 1920.*

(1) Applications for water service at No. 330, Galle-Matara road, and No. 750B, Talapitiya.—Recommended.
 (2) The Superintendent of Work's suggestion of spending Rs. 45,000 during 1920 on the repairs of roads.—Recommended that the suggestion should not be adopted.
 (3) Estimate of Rs. 340 for the drainage of a group of premises in Kaluwella, in terms of section 189D of Ordinance No. 2 of 1919.—Recommended.

(4) Estimate of Rs. 450 for laying down street lines along the Galle-Matara road.—Recommended.
 (5) Estimate of Rs. 550 for building a masonry staircase to the ladies' sea-bathing place.—Recommended.
 (6) Estimate of Rs. 100 for repairing a portion of the road in Victoria park.—Recommended.
 (7) Estimate of Rs. 250 for examining and clearing sewers in the Fort.—Recommended.
 (8) Estimate of Rs. 325 for repairs and alterations to the Office of the Superintendent of Works.—Recommended.
 (9) Estimate of Rs. 15 for repairing the ball tap of the seabeach latrine.—Recommended.
 (10) Estimate of Rs. 215 for repairing the lighthouse at the Dadalla cemetery.—Recommended.
 (11) Estimate of Rs. 750 for improvements to the cart shed.—Recommended that the repairs to the roof be carried out at the estimated cost of Rs. 340, and that the other items of the estimate be omitted for the present.
 (12) Estimate of Rs. 250 for building a room in the cart shed to store night soil buckets.—Recommended.
 (13) Estimate of Rs. 8,200 for building drains along a portion of Richmond Hill road.—Recommended.
 (14) Estimate of Rs. 12·50 for repairing the damaged railing near the New Gate.—Recommended.
 (15) Estimate of Rs. 1,700 for clearing canals and cutting outlet channels.—Recommended.
 (16) Estimate of Rs. 500 for the repairs of 8 bridges.—Recommended.
 (17) Estimate of Rs. 75 for repairing the landings of the clock tower.—Recommended.
 (18) Estimate of Rs. 75 for repairing the guardian's bungalow at Bikke.—Recommended.
 (19) Estimate of Rs. 2,500 for scraping water mains.—Recommended.
 (20) Estimate of Rs. 2,350 for building a drain along Rampart street.—Recommended that the work be postponed.
 (21) Estimate of Rs. 2,400 for building a new slaughter-house.—Recommended.
 (22) Estimate of Rs. 35 for drawing materials for the Works Department.—Recommended.
 (23) Estimate of Rs. 650 for building 2 culverts at Talapitiya.—Postponed for further report.
 (24) Estimate of Rs. 700 for tools for the Works Department.—Recommended.
 (25) Estimate of Rs. 775 for building 4 new hand carts and for making new iron bodies for 3 hand carts for the Works Department.—Recommended.
 (26) Estimate of Rs. 200 for repairs to 7 hand carts for the Works Department.—Recommended.
 (27) Estimate of Rs. 14·50 for repairing a hand cart for the Health Department.—Recommended.
 (28) Estimate of Rs. 40 for minor repairs to scavenging and night soil carts.—Recommended.
 (29) Estimate of Rs. 700 for building new wooden bodies to 2 night soil carts.—Recommended.
 (30) That the fee for house service connections be reduced to Rs. 40.—Recommended.
 (31) Estimate of Rs. 105 for 12 street lanterns.—Recommended.

9.—*Extracts from the Minutes of the Standing Committee on Finance and Assessment of February 14, 1920.*

(1) Applications from Municipal pensioners for a temporary increase to their pensions, in view of the high cost of living.—Recommended that temporary increases be given as from March 1 on the following scale:—

Increase of 15 per cent. on pensions under Rs. 500.
 Increase of 12½ per cent. on pensions over Rs. 500 under Rs. 1,200.
 Increase of 10 per cent. on pensions over Rs. 1,200 under Rs. 1,800.
 Increase of 7½ per cent. on pensions over Rs. 1,800 under Rs. 3,000.

(2) Application for an increase of pay from Mr. D. G. Johannes de Silva.—Recommended that the application be refused, as he will receive an increased pension.

(3) Application from Mr. W. W. Ranasinghe for the post of Correspondence Clerk, Secretariat, or an increase of a salary.—Recommended that the application be refused, and that he should abide by the decision of Council.

(4) Application from Mr. S. G. de Alwis, 3rd Clerk, Secretariat, for half the available salary of the 4th Clerk, whose duties he performed in addition to his own.—Recommended.

(5) Appointment of a substitute to be paid out of Municipal funds during the absence of Inspector Anthonisz on sick leave.—Recommended.

(6) Employment of a temporary clerk on 50 cents per diem to the Secretariat during February.—Recommended.

(7) Application from plumbago dealers for waiving the fee for plumbago curing stores.—Recommended that the fee be reduced to Rs. 75.

(8) Demolished buildings in Ward 4E.—Recommended that they be struck off the assessment book.

(9) Transfer of expenditure votes of 1919.—Recommended that, in terms of section 101 of Ordinance No. 6 of 1910, the excess expenditure under the following votes be met from the unexpended balance on vote No. 101:—

	Rs. c.		Rs. c.
Vote No. 17, refunds	98 38	Vote No. 72, contingencies	22 34
Vote No. 23, petty expenses	4 70	Vote No. 91, upkeep of roads	14 36
Vote No. 34, seizure and destruction of dogs,	95 4		
Vote No. 62, contingencies	0 36		244 74
Vote No. 68, buckets and lids	4 56		
Vote No. 70, coir and transport	5 0		

Resolution.

Resolved that the recommendations of the Standing Committees be adopted.

10. The following documents were laid on the table :—

- (1) Statement of receipts and disbursements to end of January, 1920.
- (2) Progress report of works done on estimates during January, 1920.
- (3) Report of the Inspector of vehicles on carriages plying for hire during January, 1920.
- (4) Diaries of (a) the Medical Officer of Health, (b) the Superintendent of Works, and (c) the Manager, Health Department.

Confirmed :

The Municipal Office,
Galle, March 13, 1920.

R. B. HELTINGS,
Chairman.

A.—Statement showing the Total Receipts and Disbursements to end of February, 1920.

REVENUE.	Amount		Actual		EXPENDITURE.	Amount		Actual Dis-	
	Estimated.		Receipts.			Estimated.		bursements.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
Taxes ..	28,100	0	8,301	50	Non-effective charges ..	54,114	22	963	1
Assessment ..	79,660	0	15,946	37	Chairman ..	500	0	83	40
Licenses ..	11,972	0	1,618	75	Secretariat ..	23,020	50	3,505	78
Judicial fines ..	2,500	0	594	50	Vehicles and Animals Department ..	1,840	0	216	75
Tolls ..	17,945	0	—	—	Municipal Court ..	1,520	0	44	15
Slaughter-house ..	2,490	0	361	70	Markets ..	712	0	114	0
Health Department ..	14,030	0	2,079	23	Fish auction shed ..	2,094	0	349	0
Markets ..	28,915	0	3,825	47	Slaughter-houses ..	1,260	0	233	5
Rents ..	1,999	0	1,057	70	Fire Brigade ..	50	0	—	—
Miscellaneous ..	5,310	0	2,824	82	Town clock ..	220	0	20	0
Cemetery ..	300	0	88	50	Lighting ..	10,076	0	1,375	0
Waterworks ..	2,000	0	638	61	Cemetery ..	760	0	114	20
					Public Health Department :—				
					Sanitation Branch ..	11,933	5	1,881	70
					Scavenging Branch ..	14,914	0	2,587	62
					Conservancy ..	17,556	0	3,911	75
					Waterworks ..	16,115	0	624	74
					Public Works Department :—				
					Annually recurrent ..	38,698	0	4,456	88
					Extraordinary ..	36,000	0	30	74
					Town survey, &c., for new drainage				
					scheme ..	2,550	0	476	12
					Town schools ..	120	0	100	0
					War allowance ..	725	1	115	74
					New slaughter-house ..	2,400	0	—	—
					Municipal midwife ..	720	0	8	0
					Relief of distress ..	—	—	500	0
Total Revenue ..	195,221	0	37,337	15	Total Expenditure ..	237,897	72	21,711	63
Deposits ..	—	—	2,226	35	Deposits Repaid ..	—	—	2,026	88
Advances Repaid ..	—	—	—	—	Advances ..	—	—	2,139	9
Total Receipts ..	—	—	39,563	50	Total Disbursements ..	—	—	25,877	60
Cash balance on January 1, 1920 ..	—	—	79,539	87	Cash balance on February 29, 1920 ..	—	—	93,225	77
Total ..	—	—	119,103	37	Total ..	—	—	119,103	37

B.—Surplus and Deficit Account.

	Amount.			Amount.	
	Rs.	c.		Rs.	c.
Expenditure from January 1 to February 29, 1920 ..	21,711	63	Surplus on January 1, 1920 ..	56,836	1
Surplus on February 29, 1920 ..	72,461	53	Revenue from January to February, 1920 ..	37,337	15
Total ..	94,173	16	Total ..	94,173	16

C.—Balance Sheet as at February 28, 1920.

LIABILITIES.		Amount.		ASSETS.		Amount.	
		Rs.	c.			Rs.	c.
Deposits ..	..	22,903	33	Cash in Bank :—			
Surplus ..	..	72,461	53	Fixed deposits ..		31,475	0
				Current account in bank ..	Rs. 62,283.52		
				Uncashed cheques ..	682.75		
						61,600	77
				Cash in hand of Shroff ..		150	0
				Advances ..		2,139	9
Total ..	..	95,364	86	Total ..	..	95,364	86

The Municipal Office,
Galle, March 12, 1920.

ARTHUR ARNDT,
Secretary.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specification has been accepted :—

No. 1,703 of March 31, 1920.

Ernest Tribe.

"Improvements in connection with pipe joints."

Abstract.—The inventor states :—

This invention relates to pipe joints, and has reference to pipe joints where internal pressure is utilized to maintain the joint leakproof. The invention has for its object to provide improved means whereby lengths of pipe can be expeditiously connected together, and when so connected will remain leakproof under all pressure conditions.

An advantage of my invention of great practical importance resides in the fact that the pipes do not require the usual flanges, my invention being such that ordinary plane pipes can be arranged end to end and connected together.

The primary feature of the invention consists in the provision of a leak-preventing ring embracing the outer circumference of the pipes, this ring having flexible inturned edges and forming an annular pressure chamber bringing the junction between the opposing ends of the pipes, the pressure within the pipe operating to maintain the flexible edges of the ring in leakproof engagement with the outer circumference of the pipes. The leak-preventing ring aforesaid is, according to my invention, provided with an inextensible rim or outer periphery. This may, in some cases, be constituted by strengthening or rendering rigid, for instance, by vulcanization to a high degree, the outer periphery, so that it is firm but where high pressure are to be withstood I prefer to house the ring in an inextensible metal housing which may, in some cases, be moulded integral with the leak-preventing ring.

My invention also contemplates means for retaining this leak-preventing ring in position, and means for positively preventing relative longitudinal movement of one pipe relatively to another.

The claims are :—

1. A pipe joint comprising a leak-preventing ring having flexible inturned edges adapted to embrace the outer circumferential surfaces of the pipe to be joined, said ring constituting an annular chamber or groove bridging the junction between the opposing ends of the pipes to be joined whereby the pressure within the pipe operates to maintain the flexible edges of the leak-preventing ring in leakproof engagement with the pipes.
2. A pipe joint comprising a leak-preventing ring having flexible inturned edges adapted to embrace the outer circumferential surfaces of the pipes to be joined, the flexible edges of the said ring forming a circle, the normal diameter of which is less than the outer diameter of the pipes to be joined together so that when the pipes are pressed into the ring, or conversely the ring pressed over the pipes, these flexible edges stretch so as to firmly embrace the pipes forming an elastic leak-tight ring.
3. A pipe joint comprising an annular leak-preventing ring having flexible edges embracing the outer circumferential surface of the pipes to be joined and forming or constituting an annular pressure chamber bridging the opposing ends of the pipes to be joined, and means for retaining said ring in position.
4. A pipe joint according to claim 1, wherein the leak-preventing ring is shrouded or encased on its outer faces with practically inextensible material.
5. A pipe joint as set forth in claims 1 and 4, wherein the inextensible housing consists of a sheath of steel or other material.
6. A pipe joint according to claims 1 and 2, wherein the leak-preventing ring is maintained in position by a retaining ring.
7. A pipe joint according to claims 1 and 6, wherein the retaining ring housing the leak-preventing ring and maintaining it in position consists of a longitudinally divided ring held in position by a binding ring or rings.
8. A pipe joint according to claims 1 and 5, wherein the retaining ring for maintaining the leak-preventing ring in position is formed with internally projecting ribs or projections adapted to engage in grooves in the pipes, or *vice versa*, for the purpose of preventing detrimental displacement of the pipes relative to each other, substantially as specified.
9. The improved leak-preventing ring for use in joining pipes, substantially as described with reference to Figs. 1, 2, and 3 of the drawings.
10. The improved pipe joints, substantially as described with reference to Figs. 4 to 13 of the drawings.
11. The improved flexible pipe joint, substantially as described with reference to Fig. 14 of the drawings.
12. The improved flexible pipe line, substantially as described with reference to Fig. 15 of the drawings.

Three sheets of drawings.

E. HUMAN,
Registrar of Patents.

LOCAL BOARD NOTICES.

Notice of Sale, Local Board, Kalutara.

IN terms of section 34 (1) of Ordinance No. 13 of 1898, notice is hereby given that the under-mentioned properties, situated at Panadure (New Area), which have been seized under section 34 of Ordinance No. 13 of 1898, and sections 41 of the Ordinance No. 16 of 1865, for default of the payment of assessment tax due for the 4th quarter of 1919, will be sold by public auction at the premises on Saturday, April 17, 1920, and following days, commencing at 10 A.M.

The Kachcheri,
Kalutara, April 1, 1920.

T. A. HODSON,
Assistant Government Agent.

No.	Name of Land.	Name of Owner.
950..	Portion of— Pelawatta	D. C. R. Jayatunga Appuhamy
974..	Kahatagahawatta and house	A. A. Fernando

No.	Name of Land.	Name of Owner.
989..	Portion of— Kongahawatta and house	B. P. Fernando
983..	Madangahawatta and house	K. D. Haramanis Appu- hamy
1009..	Miriswatta	G. D. Siyadoris Appu- hamy
1031..	Kahatagahawatta and house	D. D. Bastiyana and others
1080..	Walakadayawatta	Y. L. Costa
1110..	Nikagahawatta	H. J. Peiris and others
1117..	Beligahawatta and house	Emaliya Ellapola
1178..	Kahatagahawatta and house	S. L. D. Jeronis Appu
1218..	Siyambalagahawatta	P. C. Fernando
1227..	Kahatagahawatta	D. Charles Fernando

No.	Name of Land.	Name of Owner.
	Portion of—	
1244..	Lunumidellagahawatta and house ..	N. N. Fernando
1250..	Madangahawatta and house ..	W. D. Perera and others
1276..	Beligahawatta ..	L. David Fernando
1280..	Dombagahawatta and house ..	Estade of M. S. Fernando
1311..	Gebiliawatta ..	O. D. Fonseka and others
1318..	Mandadigewatta ..	M. Joronis Salgado
1340..	Gorakagahawatta ..	S. Fonseka and others
1371..	Bulugahawatta and house ..	M. R. Fernando
1387..	Kongahawatta and house ..	B. M. Perera
1411..	Kammalawattapa-aula-owita and house ..	W. S. Fernando
1433..	Amabagahawatta and house ..	W. P. Fernando
1448..	Munamalgahawatta ..	K. A. Perera and others
1473..	Bandarawatta ..	W. A. Mendis
1485..	Eramudugahawatta and two houses ..	A. P. Perera
1498..	Pokunewatta ..	do.
1532..	Attliwatta and house ..	S. Thabrew
1550..	Rukkagahawatta ..	A. Nadoris Mendis
1554..	Ambagahawatta ..	V. C. Peiris and others
1562..	Nugewatta ..	T. O. Fernando and others
1571..	Do. ..	M. C. Fernando
1608..	Galawetimodarawatta ..	M. B. Fernando
1628..	Do. ..	M. L. Fernando
1653..	Godaparagahawatta and two houses ..	V. B. Peiris
1657..	Teligewatta ..	W. M. Fernando and others
1659..	Galawetimodarawatta and houses ..	S. P. Fernando
1673..	Do. ..	T. J. Fernando
1680..	Do. ..	A. C. Fernando
1684..	Do. ..	V. T. Fernando and others
1695..	Galawetimodarawatta ..	V. T. Fernando
1696..	Do. ..	V. T. Fernando and others
1698..	Do. ..	W. S. Fernando
1730..	Do. ..	T. H. Fernando
1767..	Do. ..	V. T. Fernando and others
1770..	Do. ..	do.
1773..	Mahawatta ..	do.
1791..	Galawetimodarawatta ..	do.
1816..	Pokunewatta ..	M. D. Salgado

Notice of Sale, Local Board, Negombo.

NOTICE is hereby given that the rents and profits, timber and produce, the materials of the house, and the under-mentioned property itself, seized for the arrears of Local Board rates, Negombo, for the 2nd and 3rd quarters of 1919, will be sold by public auction, on the spot, on April 26, 1920, at 10 A.M., unless in the meantime the tax and the costs are paid.

April 8, 1920. JAS. D. PHILLIPS,
for Chairman.

SCHEDULE.

Assessment No.	Street.	Name of Owner.
112	3rd Kurana, Negombo	M. S. Fernando

LOCAL BOARD, HATTON-DIKOYA.

Statement of Probable Revenue and Expenditure, 1919.

Revenue.		Expenditure.	
	Rs. c.		Rs. c.
Taxes ..	13,582 59	Interest and sinking fund ..	1,556 49
Licenses ..	3,785 0	Cost of administration ..	4,907 71
Rents ..	4,320 0	Education ..	80 0
Fines ..	170 0	Sanitation ..	7,274 0
Miscellaneous ..	417 20	Lighting ..	2,216 0
		Police ..	100 0
		Public works ..	1,050 0
		Miscellaneous ..	1,327 15
Balance on December 31, 1919 ..	22,224 79	Balance ..	10,569 7 1/2
	6,936 30	Total ..	29,061 9
Total ..	29,061 9		

Kandy Kachcheri,
March 27, 1920.

C. S. VAUGHAN,
Chairman.

LOCAL BOARD, TRINCOMALEE.

Abstract Estimate of Probable Revenue and Expenditure for 1920.

Revenue.		Expenditure.	
	Rs. c.		Rs. c.
Balance on December 31, 1919 ..	2,568 01	Interest and sinking fund on loans ..	1,510 0
Taxes ..	10,994 2	Cost of administration ..	5,823 0
Licenses ..	2,446 50	Education ..	200 0
Rents ..	5,715 0	Sanitation ..	6,240 0
Fines ..	495 0	Police ..	150 0
Miscellaneous ..	1,060 0	Public works ..	7,698 78
		Reserve vote ..	1,500 0
		Balance unvoted ..	23,121 78
		Total ..	1,057 65
Total ..	24,179 43	Total ..	24,179 43

Local Board Office,
Trincomalee, March 23, 1920.

N. JYAT,
Chairman.

ROAD COMMITTEE NOTICES.

Darawella-Annfield Branch Road.

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the estate representatives interested in the above road will be held on Tuesday, April 20, 1920, at Darawella Club, at 4 P.M., for the purpose of electing a Local Committee to perform the duties imposed by the said Ordinance for two years.

The Local Committee immediately after the election will hold a meeting for the following business, viz. :—

Business.

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

- The names of the estates (with their acreages) which are interested in and which use the road ;
- The sections of the road used by these estates ;
- The names of the proprietors, resident managers or superintendents, and of the agents of these estates—

for the assessment of the moiety of the cost of maintenance for the year ending September 30, 1920, viz., Rs. 871 13.

Provincial Road Committee Office,
Kandy, March 31, 1920.

C. S. VAUGHAN,
Chairman.