

# Ceylon Government Gazette

Published by Authority.

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PART I.—General: Minutes, Proclamations, Appointments, and General Government Notifications.

PART II.—Legal and Judicial.

PART III.—Provincial Administration.

PART IV.—Marine and Mercantile.

PART V.—Municipal and Local.

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

## Part IV.—Marine and Mercantile.

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## NOTICES TO MARINERS.

HIS EXCELLENCY THE LIEUTENANT-GOVERNOR has been pleased to direct that the following Notices to Mariners be published for general information.

By His Excellency's command,  
J. A. SWETTENHAM,  
Acting Colonial Secretary.

Colonial Secretary's Office,  
Colombo, January 8, 1895.

BATAVIA.—No. 35.

*E. I. Archipelago—Kleine Soenda Islands—Shoal in Kombat-bay—Lombok, N. W. Coast.*

Information has been received from the Captain of H. M. Tromp of the existence of a shoal of small extent, on  $3\frac{1}{2}$  fathoms and 7 to 8 fathoms close around, lying on the following bearings:—

Cape Sirah ... ..	... N. 15° 13' E.
Flag-staff, Kampong Baroe ... ..	... N. 156° 10' E.
E. extreme, Lajar Island ... ..	... N. 350° 13' E.

Bearings true.

Approximate position: lat. 8° 23' S., long. 116° 5' 5" E.

KRUIJS, Vice-Admiral,

Commanding the Naval Forces in Neth.-India.

Batavia, November 24, 1894.

BENGAL.—No. 241.

*Bay of Bengal—Chittagong Coast—Further deterioration of the Guptakhally Crossing.*

With reference to notice to Mariners No. 234, dated the 30th ultimo, issued by this office, the Port Officer, Chittagong,

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has given further notice that the soundings over the Guptakhally crossing have again deteriorated, and only 10 ft. reduced can be depended upon. The sand has also extended considerably into the channel between the Guptakhally buoys, and a cask buoy has been laid in 12 ft. reduced to mark the same. Great caution must be used in navigating the river in this vicinity, as the sand is evidently in a state of transition.

There is no change on the outer bars.

B. P. CREAGH, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, December 15, 1894.

BENGAL.—No. 242.

*Eastern Archipelago—Gillolo Island—Reef in Weda Road.*

The British Admiralty has given notice (No. 613 of 1894) of the existence of a reef, now named Seamew reef, lying in Weda road with the south-east extreme of Uga Yef, bearing about N.W. by W. (N 56° W.), distant 5 cables.

Approximate position: lat. 0° 16' N., long. 127° 53' E.

NOTE.—The approximate latitude of the flagstaff at Weda is 0° 16' N., and not 0° 19' N., as stated in sheet of plans No. 912.

Variation, 2° easterly in 1894.

B. P. CREAGH, Comdr., R.I.M.,  
Port Officer of Calcutta.

Calcutta, December 15, 1894.

Ceylon Government Railways.—Comparative Statement of Traffic for the Week ended December 23, 1894.

Earnings from	Seven Days ended December 25, 1892.			Seven Days ended December 24, 1893.			Seven Days ended December 23, 1894.			Increase— 1894 over 1893.		Decrease— 1894 below 1893.			
	No.	Rs.	c.	No.	Rs.	c.	No.	Rs.	c.	No.	Rs.	c.	No.	Rs.	c.
Passengers, Ordinary	66,316	28,525	61	86,312	37,016	23	92,415	39,462	27	6,103	2,446	4	—	—	—
Coolies	1,073	567	25	984	590	25	1375	735	19	391	144	94	—	—	—
Season Tickets	1	1	24	—	—	—	—	—	—	—	—	—	—	—	—
<b>Total Passengers</b>	<b>67,390</b>	<b>29,094</b>	<b>10</b>	<b>87,296</b>	<b>37,606</b>	<b>48</b>	<b>93,790</b>	<b>40,197</b>	<b>46</b>	<b>6,494</b>	<b>2,590</b>	<b>98</b>	—	—	—
Parcels	6,513	1,969	40	8,217	2,610	3	10,010	3,026	32	1,793	416	29	—	—	23
Horses	51	336	56	75	418	17	52	415	29	—	—	—	—	—	8
Carriages	14	153	11	18	124	78	16	199	95	—	—	—	—	—	2
Dogs	114	79	50	112	87	25	142	96	50	30	9	25	—	—	—
Other small Animals	30	33	71	17	11	22	9	6	20	—	—	—	—	—	8
Neat Cattle	4	35	20	2	11	25	—	—	—	—	—	—	—	—	2
Mails	—	439	68	—	872	65	—	927	78	—	55	13	—	—	—
Miscellaneous Coaching	—	17	60	—	30	0	—	80	98	—	50	98	—	—	—
Goods (Tons)...	5,810	69,555	71	6,409	68,901	30	7,442	81,173	21	—	12,271	91	—	—	—
Miscellaneous Goods	—	254	64	—	86	56	—	116	28	—	29	22	—	—	11
Live Stock	718	297	0	721	274	75	498	245	0	—	—	—	223	—	29
General Miscellaneous	—	4,073	30	—	829	49	—	2,323	98	—	1,494	49	—	—	—
Total for the Week	—	106,339	51	—	111,863	93	—	128,808	95	—	16,945	2	—	—	—
<del>Brought forward</del> from previous Return	—	451,783	66	—	479,870	49	—	528,171	21	—	483,008	72	—	—	—
Total from Jan. 1 to Dec. 23	—	462,412	17	—	491,056	42	—	641,052	16	—	499,953	74	—	—	—
Total corresponding period of previous Year	—	438,440	55	—	462,412	17	—	491,056	42	—	—	—	—	—	—
Increase compared with previous Year	—	239,712	62	—	286,443	25	—	499,953	74	—	—	—	—	—	—
Decrease do. do.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Traffic Train Mileage this Week	15,479	—	—	18,266	—	—	21,923	—	—	3,657	—	—	—	—	—
<del>Brought forward</del> from last Return	739,500	—	—	862,282	—	—	995,938	—	—	133,656	—	—	—	—	—
Total from Jan. 1 to Dec. 23	754,979	—	—	880,548	—	—	1,017,861	—	—	137,313	—	—	—	—	—
Corresponding period of previous Year	681,366	—	—	754,979	—	—	880,548	—	—	—	—	—	—	—	—
Increase compared with previous Year	73,613	—	—	125,569	—	—	137,313	—	—	—	—	—	—	—	—
Decrease do. do.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Particulars of Goods Conveyed.	Seven days ended December 23, 1894.				January 1 to December 23, 1894.				January 2 to December 24, 1893.				Increase in 1894.				Decrease in 1894.			
	Tons	cwt.	qr.	lb.	Tons	cwt.	qr.	lb.	Tons	cwt.	qr.	lb.	Tons	cwt.	qr.	lb.	Tons	cwt.	qr.	lb.
First class Goods	7	10	3	16	319	3	2	0	274	3	1	23	45	0	0	5	—	—	—	—
Second class Goods	166	19	3	17	7,238	5	3	23	6,492	8	0	12	745	17	3	11	—	—	—	—
Rice	1,776	17	0	14	82,296	6	0	3	78,509	6	3	18	3,786	19	0	13	—	—	—	—
Tea	841	6	0	19	39,350	1	2	14	37,939	8	1	27	1,410	13	0	15	—	—	—	—
Tea leaf	26	4	3	9	876	11	0	24	1,397	16	2	22	—	—	—	—	—	—	—	521
Arrack	65	5	1	7	1,896	18	2	0	1,758	13	2	9	138	4	3	19	—	—	—	126
Salt	91	15	1	3	3,519	14	0	1	3,623	1	3	9	—	—	—	—	—	—	—	8
Cinnamon	4	15	3	0	229	7	3	17	126	18	3	7	102	9	0	10	—	—	—	—
Cacao	33	17	0	6	1,099	5	3	21	1,556	4	0	3	—	—	—	—	—	—	—	456
Cardamoms	3	17	3	7	176	15	3	5	184	14	0	16	—	—	—	—	—	—	—	11
Tobacco	21	3	3	4	635	9	3	18	597	3	0	15	38	6	3	3	—	—	—	—
Beer, 3rd class	0	14	1	7	210	19	1	15	172	1	0	10	38	18	1	5	—	—	—	—
Tea Lead and Shooks, 3rd class	11	7	0	25	397	13	3	25	616	3	0	20	—	—	—	—	—	—	—	218
Manure, 3rd class	0	19	1	9	141	0	0	5	31	14	2	18	109	5	1	15	—	—	—	—
Plumbago, 3rd class	2	8	0	0	49	7	3	5	15	18	2	13	33	9	0	20	—	—	—	—
Other 3rd class Goods	740	3	1	0	29,849	19	0	13	25,353	18	2	0	4,496	0	2	13	—	—	—	—
Other 4th class Goods	326	16	2	16	14,710	5	2	4	11,584	8	2	23	3,125	16	3	9	—	—	—	—
Other 5th class Goods	227	2	3	12	7,230	0	3	8	5,816	1	0	8	1,413	19	3	0	—	—	—	—
Cinchona	5	19	1	0	723	13	2	17	1,005	16	2	20	—	—	—	—	—	—	—	282
Coffee	295	1	0	4	3,003	15	0	5	2,796	14	0	19	207	0	3	14	—	—	—	—
Cotton	2	6	1	26	135	9	3	9	138	13	0	23	—	—	—	—	—	—	—	3
Cocanuts	84	15	2	6	3,614	4	2	20	3,621	16	1	24	—	—	—	—	—	—	—	14
Cocanut Oil	29	19	0	8	1,604	0	0	11	1,488	7	0	17	115	12	3	22	—	—	—	—
Copperah	36	1	0	12	3,076	8	0	12	2,407	15	3	17	668	12	0	23	—	—	—	—
Poonac	109	12	1	16	5,489	17	1	21	5,356	2	1	19	121	15	0	2	—	—	—	—
Kerosine Oil	22	13	1	22	1,396	5	0	23	1,164	9	0	0	231	16	0	23	—	—	—	—
Staves	3	13	2	16	369	19	1	22	330	6	1	25	39	12	3	25	—	—	—	—
Timber, wrought	41	14	2	21	1,199	4	2	11	1,158	12	0	2	40	12	2	9	—	—	—	—
Timber at 5th class	17	0	1	16	1,143	4	2	27	1,134	7	2	22	8	17	0	5	—	—	—	—
Timber at 6th class	2	0	3	0	57	18	1	0	55	8	0	21	2	10	0	7	—	—	—	—
Tea Lead and Shooks, 6th class	150	4	2	8	8,380	2	0	22	7,812	17	1	22	567	4	3	0	—	—	—	—
Manure, 6th class	124	5	2	19	5,307	0	3	1	4,072	4	2	18	1,234	16	0	11	—	—	—	—
Plumbago, 6th class	246	14	1	24	11,149	4	3	22	12,143	11	2	1	—	—	—	—	—	—	—	994
Beer, 6th class	—	—	—	—	13	2	3	0	3	2	2	5	10	0	0	23	—	—	—	—
Staves, 6th class	—	—	—	—	23	1	2	7	39	11	2	0	—	—	—	—	—	—	—	21
Bulky Articles and Road Metal	—	—	—	—	1,237	12	2	8	1,289	12	3	0	—	—	—	—	—	—	—	—
Other 6th class Goods	258	5	0	5	6,839	7	0	19	4,489	6	1	6	2,350	0	3	13	—	—	—	—
Railway Material	319	0	0	12	23,693	10	3	26	40,726	3	1	19	—	—	—	—	—	—	—	17,042
Public Works Material	—	—	—	—	1,932	9	0	0	16,653	15	0	0	—	—	—	—	—	—	—	—
Prison Department Material	—	—	—	—	1,173	14	0	0	447	13	0	0	726	1	0	0	—	—	—	—
Breakwater Material	1,343	9	0	0	34,169	16	2	14	1,127	7	0	0	33,042	9	2	14	—	—	—	—
Contractor's Material	—	—	—	—	1,163	13	0	0	1,798	12	0	0	—	—	—	—	—	—	—	—
Way and Works Material	—	—	—	—	148	9	0	0	—	—	—	—	148	9	0	0	—	—	—	—
<b>Total</b>	<b>7,442</b>	<b>2</b>	<b>0</b>	<b>22</b>	<b>307,272</b>	<b>12</b>	<b>2</b>	<b>22</b>	<b>287,334</b>	<b>11</b>	<b>2</b>	<b>1</b>	<b>55,000</b>	<b>12</b>	<b>1</b>	<b>21</b>	<b>35,062</b>	<b>11</b>	<b>1</b>	<b>0</b>

## UNOFFICIAL ANNOUNCEMENTS.

### MEMORANDUM OF ASSOCIATION OF THE GALLE FACE HOTEL COMPANY, LIMITED.

1. The name of the Company is "The Galle Face Hotel Company, Limited."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
  - (a) To purchase and acquire the Galle Face Hotel, situate in Colombo, and all the premises and buildings, plant, stock, and entire business of the Galle Face Hotel, and to carry on the same on an extended scale.
  - (b) To borrow and receive the sum of Rs. 150,000, and to mortgage and hypothecate the Galle Face Hotel and the premises and buildings adjoining thereto as security for the repayment of the said sum, with interest thereon at seven per cent. per annum.
  - (c) To establish and manage a hotel or hotels in Colombo, or elsewhere in Ceylon, and to purchase, acquire, enlarge, extend, and carry on any existing business or concern in Ceylon of a like character.
  - (d) To carry on the business of hotel or restaurant keepers, livery stable keepers, and wine and spirit merchants, or any of them, and to import, purchase, sell, retail wines, spirits, stores, goods, tobacco, and other articles.
  - (e) To purchase or hire and employ boats, lighters, canoes, and other vessels, propelled by steam, oars, sails, or otherwise, for the purpose of landing and shipping passengers and luggage, or otherwise.
  - (f) To purchase or hire and employ horses or carriages for the use of customers or others.
  - (g) To purchase, acquire, erect, construct, alter, adapt, improve, lease, hold, hire, sell, mortgage, or let any ground, land, or buildings in Ceylon, with all approaches, privileges, or appurtenances thereto belonging, or any interest therein.
  - (h) To amalgamate, unite, or co-operate, either generally or to or for any limited extent or period determinable, continuous, or otherwise, with any corporation, company, person, or persons already or hereafter to be established for or engaged in objects all of which are or shall be within the scope of, or connected with any of the objects of this Company; and to purchase or acquire the business, or any interest in the business, or in any branch of the business, carried on by any such corporation, company, person, or persons, and being a business which this Company is authorized to carry on, and for any such purpose to make and enter into any contracts, agreements, or arrangements, and to undertake any liabilities.
  - (i) 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 within the scope of or analogous to the objects of this Company.
  - (j) To raise money for all or any of the purposes of the Company, in such a manner as the Company may think fit; and in particular upon mortgage of any property of the Company or by the issue of debentures or debenture stock, charging all or any of the Company's property, both present and future, including uncalled capital, or upon the bonds, bills, notes, or other security of the Company.
  - (k) To take or otherwise acquire and hold or sell and dispose of stocks, shares, or debentures in any other Company having objects within the scope of, or similar or analogous to, any of the objects of this Company.
  - (l) To make, accept, endorse, and execute promissory notes, bills of exchange, and other negotiable instruments.
  - (m) To sell, exchange, improve, manage, develop, lease, under-lease, mortgage, dispose of, or otherwise deal with all or any part of the property of the Company.
  - (n) To do any of the foregoing things, and generally to carry on any business or effectuate any object of the Company.
  - (o) 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.
4. The liability of the members is limited.
5. The nominal capital of the Company is Rs. 500,000, divided into 5,000 shares of Rs. 100 each, of which Rs. 270,000 are now called up, with power to increase or reduce the capital. In case the Company shall increase its capital by the issue of new shares, such shares may be issued upon the terms specified in the Articles of Association for the time being of the Company.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
T. WATSON HALL, Colombo	... One
GEO. ARMITAGE, Colombo	... One
A. D. MURRAY, Colombo...	... One
T. WALKER, Colombo ...	... One
DAVID S. PACE, Colombo	... One
JNO. N. KEITH, Colombo	... One
W. C. BRODIE, Colombo ...	... One

Witnesses to the above signatures :

H. J. BELL.  
J. C. KAULE.

Colombo, December 31, 1894.

## ARTICLES OF ASSOCIATION OF THE GALLE FACE HOTEL COMPANY, LIMITED.

It is agreed as follows :—

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

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

## INTERPRETATION.

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

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

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

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

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

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

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

*Presence or Present.*—“Presence or present” at a meeting means presence or present personally or by proxy.

*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*.

## PRELIMINARY.

The Company shall forthwith purchase and acquire the site now occupied by the Galle Face Hotel and buildings, and the goodwill, furniture, and fittings, plant, stock, and entire business of the said hotel, and residue of existing lease, for the sum of Rs. 320,000, and shall forthwith execute a mortgage of the same to secure the repayment of the sum of Rs. 150,000, with interest at the rate of seven per cent. per annum.

4. *Commencement of Business.*—The Company may proceed to carry on business and to employ and apply its capital as soon after the registration of the Company as the Directors in their discretion shall think fit.

5. *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.

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

7. *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.

8. *Increase or Reduction of Capital.*—The Company in General Meeting may, from time to time, increase the capital by creation of new shares of such amount as may be deemed expedient, or may reduce the capital.

9. *New Shares.*—The 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 to voting.

10. *How carried into effect.*—Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given, that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine.

11. *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 and transmission, forfeiture, lien, surrender, and otherwise.

## SHARES.

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

13. *One of Joint-holders other than a Firm may give Receipts; 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.

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

15. *Company not bound to recognize any interest in Share other than that of registered Holder or of any Person under Clause 29.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 29 to become a Shareholder in respect of any share.

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

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

18. *Renewal of Certificate.*—If any certificate be worn out or lost, it may be renewed or replaced after due advertisement by the owner in the *Gazette* and local papers, and on proof of the fact to the satisfaction of the Directors and on such indemnity as they shall require being given, and on payment of Rs. 2.50 for every new certificate.

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

#### TRANSFER OF SHARES.

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

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

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

23. *Board may decline to Register Transfers.*—The Board may, at their own absolute and uncontrolled 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.

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

25. *Registration of Transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transfer, and a fee of rupees two and cents fifty, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 23, 24, and 26, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

27. *Directors not bound to inquire as to validity of Transfer.*—In no case shall the Directors be bound to inquire into the validity, legal effect, or genuineness of any instrument of transfer produced by a person claiming as 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.

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

#### TRANSMISSION OF SHARES.

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

30. *Registration of Persons entitled to Shares otherwise than by Transfer.*—Any guardian of any infant Shareholder, or any committee 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 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 rupees two and cents fifty; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

31. *Failing such Registration Shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under clause 30 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share; or if in the case of the death of any Shareholder no person shall within twelve calendar months after such death be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the net proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto

## SHARES (SURRENDER AND FORFEITURE).

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

33. *If Call or Instalment be not paid, notice to be given to Shareholder.*—If any Shareholder fail to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may, at any time thereafter during such time as the call or instalment remains unpaid, serve a notice on such Shareholder, requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

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

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

34. *Surrendered or forfeited Shares to be Property of Company and may be sold, &c.*—Every share surrendered or so declared forfeited shall be deemed to be 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.

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

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

*Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money, for the deficit, as they shall think fit, not being less than nine per cent. on the amount of the sums wherein default in payment had been made, but no share, *bona fide* sold or re-allotted, or otherwise disposed of under Article 34 hereof, shall be redeemable after sale or disposal.

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

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

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

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

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

## CALLS.

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

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

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

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

#### BORROWING POWERS.

44. *Power to Borrow.*—The Directors may from time to time, at their discretion, borrow any sum or sums of money for the purposes of the Company, and may raise or secure the re-payment of such moneys in such manner and upon such terms and conditions in all respects as they think fit, and may issue debentures of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

#### MEETINGS.

45. *Ordinary General Meeting.*—An Ordinary General Meeting of the Company shall be held at least once a year after the incorporation of the Company and oftener whenever the Directors shall so determine. The General Meeting shall take place at such time and place as the Directors shall appoint; provided, nevertheless, that a General Meeting of the Company shall be held within six months after the date of the registration of the Company, but such General Meeting shall not (unless otherwise determined at such meeting) be considered to have been in lieu of that hereby appointed to be held in the first year after the incorporation of the Company.

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

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

48. *Seven days' notice of Meeting to be given.*—Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, day, hour of meeting, and the objects and business of the meeting, shall be given to the Shareholders entitled to be present at such meeting in manner hereinafter mentioned, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting.

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

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

51. *Quorum to be present.*—No business shall be transacted at a General Meeting unless there shall be present in person at the commencement of the business five or more Shareholders entitled to vote; provided, however, that the declaration of a dividend recommended by a report of the Directors or election of a Chairman may be decided at a meeting at which at least three Shareholders in person are present.

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

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

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

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

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

#### VOTING AT MEETINGS.

57. *Votes.*—At any meeting every resolution shall be decided by the votes of the Shareholders present in person, or by proxy, and in case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give the



casting vote in addition to the vote to which he may be entitled as a Shareholder, and unless a poll be immediately demanded in writing by at least three members present and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the minute book of the Company, shall be sufficient evidence of the fact, without proof of the number of votes recorded in favour of or against such resolution.

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

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

60. *No Poll on election of Chairman or on question of Adjournment.*—No poll shall be demanded on the election of a Chairman of the meeting, or on any question of adjournment.

61. *Number of Votes to which Shareholder entitled.*—Every Shareholder shall have one vote for every share up to ten, an additional vote for every five shares beyond the first ten up to one hundred, and an additional vote for every ten shares beyond the first hundred up to five hundred, beyond which shares will not carry votes.

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

63. *Voting in Person or by Proxy.*—Votes may be given either personally or by proxy.

64. *Non-shareholder not to be appointed Proxy.*—No person shall be entitled a proxy who is not a Shareholder of the Company.

65. *Shareholder in Arrear not to Vote.*—No Shareholder shall be entitled to vote or speak at any General Meeting unless all calls due from him on his shares, or any of them, shall have been paid.

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

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

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

*The Galle Face Hotel 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 Eight hundred and \_\_\_\_\_, and at any adjournment thereof, and at every poll which may be taken in consequence thereof.

As witness may hand this \_\_\_\_\_ day of \_\_\_\_\_, One thousand Eight hundred and \_\_\_\_\_.

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

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

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

#### DIRECTORS.

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

73. *Their qualification and Remuneration.*—The qualification of a Director shall be his holding in his own right at least fifteen shares, and this qualification shall apply as well to the first Directors as to all future Directors. As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding rupees two thousand (Rs. 2,000) 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.

74. *Appointment of first Directors and duration of their Office.*—The first Directors shall be Thomas Watson Hall, Thomas Walker, A. D. Murray, D. S. Pace, F. Macindoe, and G. Armitage, who shall hold office till the first Ordinary General Meeting, when they shall all retire, but shall be eligible for re-election. Mr. F. C. Loos joins the Board after allotment.

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



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

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

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

79. *Two to retire Annually.*—At the second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year two of the Directors for the time being shall retire from office as provided in clause 80.

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

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

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

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

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

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

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

(a) If he accepts or holds any office or place of profit other than Managing Director 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 rules shall be subject to the following exceptions:—That no Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with or done any work for, the Company of which he is a Director, or by his being agent, or secretary, or solicitor, or by his being a member of a firm who are agents, or secretaries, or solicitors of the Company: nevertheless he shall not vote in respect of any contract, work, or business in which he may be personally interested.

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

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

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

#### POWERS OF DIRECTORS.

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

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

92. The Directors shall have power to make and 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, officers, clerks, and 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, officers, clerks, or servants for such reasons as they may think proper and advisable, and without assigning any cause.

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

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

95. It shall be lawful for the Directors, if authorized so to do by the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other Company or individual or individuals, or for the sale or disposal of the business, estate, and effects of the Company, or any part thereof, respectively, to any Company or person, upon such terms and in such manner as the Directors shall think fit; and the Directors shall have power to do all such 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 thereupon be dissolved.

96. The Directors shall exercise in the name and on behalf of the Company all such powers of the Company as are not expressly required to be exercised by the Company in General Meeting.

#### PROCEEDINGS OF DIRECTORS.

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

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

99. *Who is to preside at Meetings of Board.*—The Board may elect a Chairman of their meetings and determine the period for which he is to hold office, and all meetings of the Directors shall be presided over by the Chairman, if one has been elected and 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.

100. *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.

101. *Board may appoint Committees.*—The Board may delegate any of their powers to Committees consisting of such member or members of their body as the Board think fit, and 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.

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

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

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

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

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

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

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

108. *The use of the Seal.*—The seal of the Company shall not be used or affixed to any deed or instrument except in the presence of two or more of the Directors, who shall attest the sealing thereof.

#### ACCOUNTS.

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

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

111. *Statement of Accounts and Balance Sheet to be furnished to General Meetings.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the income and expenditure, and a balance sheet containing a summary of the property and liabilities of the Company made up to the end of the previous year.

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

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

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

114. *Declaration of Dividend.*—The Directors may, with the sanction of the Company in General Meeting, from time to time declare a dividend to be paid to the Shareholders in proportion to the amount paid on their shares; but no dividend shall be payable except out of net profits. The fully paid up shares taken by the vendors in part payment of the purchase money shall rank for dividend upon the full amount of such shares.

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

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

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

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

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

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

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

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

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

#### AUDIT.

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

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

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

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

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

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

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

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

#### NOTICES.

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

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

*Service of Notices.*—A notice may be served by the Company upon any Shareholder, either personally or by sending through 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 and until 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.

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

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

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

#### ARBITRATION.

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

#### EVIDENCE.

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

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

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

In witness whereof the Subscribers to the Memorandum of Association have hereto set and subscribed their names at Colombo this Thirty-first day of December, One thousand Eight hundred and Ninety-four.

T. WATSON HALL.  
GEO. ARMITAGE.  
A. D. MURRAY.  
T. WALKER.  
DAVID S. PACE.  
JNO. N. KEITH.  
W. C. BRODIE.

Witnesses to the above signatures:

H. J. BELL.  
J. C. KAULE.

## MEMORANDUM OF ASSOCIATION OF THE CLAREMONT ESTATE COMPANY, LIMITED.

1. The name of the Company is "THE CLAREMONT ESTATE COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
  - (a) To purchase the estate called and known as Claremont, situated in Lower Dikoya, Ceylon, and containing in extent Three hundred and thirty-six acres or thereabouts, as from the First day of January, 1895, for the sum of Fifty-five thousand rupees Ceylon currency (Rs. 55,000) and Three thousand five hundred pounds English sterling currency (£3,500), upon such terms and conditions as may be agreed upon between the Company and the proprietor of the said estate, and for such purpose forthwith to borrow the sum of Three thousand five hundred pounds English sterling currency upon primary mortgage of the said estate and premises or any part thereof.
  - (b) To purchase, or lease, or otherwise acquire any other land or lands, machinery, implements, tools, live and dead stock, stores and other property, real or personal, movable or immovable, of any kind.
  - (c) To improve, plant, clear, cultivate, and develop the said estate, and any other lands that may be purchased, leased, or otherwise acquired, as tea estates, or with any other products, or in any other ways.
  - (d) To purchase or lease any other land either adjacent to the said estate or to any other lands that may be purchased, leased, or acquired, or elsewhere, for the purposes of water supply, and (or) providing fuel or timber for the business of the Company, or for any other purpose necessary for the working of the Company.
  - (e) To purchase tea leaf for manufacture, manipulation, and (or) sale.
  - (f) To carry on the business of planters of tea and other products in all its branches.
  - (g) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.
4. The liability of the Shareholders is limited.
5. The nominal capital of the Company is Rupees Sixty-five thousand, divided into 650 shares of one hundred rupees each, with power to increase or reduce the capital. In case the Company shall increase its capital by the issue of new shares, such shares may be issued upon the terms specified in the Articles of Association for the time being of the Company.

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

Names and Addresses of Subscribers.				Number of Shares taken by each Subscriber.
HERBERT TARRANT, Colombo	...	...	...	... One
W. H. DAVIES, Colombo	...	...	...	... One
T. WATSON HALL, Colombo	...	...	...	... One
CH. BÖHRINGER, Colombo	...	...	...	... One
E. JOHN, Colombo	...	...	...	... One
GEO. ROBSON, Colombo	...	...	...	... One
GEO. ARMITAGE, Colombo	...	...	...	... One

Witness to the above signatures :

H. CREASY, Notary Public.

Dated this 21st day of December, 1894.

## ARTICLES OF ASSOCIATION OF THE CLAREMONT ESTATE COMPANY, LIMITED.

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

2. The Company shall forthwith, after its incorporation, purchase all that estate called and known as Claremont, situated in Lower Dikoya, and containing in extent in the aggregate 336 acres more or less, upon such terms and conditions as may be agreed upon between the Company and the proprietor of the said estate.

### SHARES.

3. 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.

4. The sum of Rs. 100 payable for each share shall be paid as follows:—Rs. 50 thereof upon application, and Rs. 50 upon allotment, or in such other manner as the Directors may hereafter determine.

5. If several persons are joint-holders of any share, any one of such persons may give effectual receipt for the dividend payable in respect of such share.

6. Every Shareholder shall, on payment of 50 cents per share, be entitled to a certificate under the common seal of the Company specifying the share or shares held by him and the amount paid thereon.

7. If a 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 fresh 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. Such sum (if any) not exceeding fifty cents as the Directors may determine shall be paid to the Company for every certificate so issued in place of a certificate lost or destroyed.

#### TRANSFER OF SHARES.

8. The Company may decline to register any transfer of shares made by a Shareholder who is indebted to them.

9. The fee payable to the Company for the registration of a transfer shall be two rupees.

10. The transfer books may be closed during the fourteen days immediately preceding the Ordinary General Meeting in each year.

11. Subject to the restriction of these Articles, any Shareholder may transfer all or any of his shares by instrument in writing. The Directors may decline to register any transfer whatever, and shall not be required to assign any reason for so declining. In the event of the Directors declining to register a transfer, they shall, upon the request of the Shareholder desirous of executing the same, convene an Extraordinary General Meeting of the Company to resolve whether the said transfer shall be registered or not; and the resolution of such General Meeting shall be absolute.

#### TRANSMISSION OF SHARES.

12. The executors or administrators or heirs of a deceased Shareholder shall be the only person recognized by the Company as having any title to his share.

13. Any person becoming entitled to a share in consequence of the death, bankruptcy, or insolvency of any Shareholder, or in consequence of the marriage of any female Shareholder, or in any way other than by transfer, may be registered as a Shareholder upon such evidence being produced as may from time to time be required by the Directors.

14. Any person who has become entitled to a share in any way other than by transfer may, instead of being registered himself, elect to have some person to be named by him registered as a holder of such share.

15. The person so becoming entitled shall testify such election by executing to his nominee a transfer of such share.

16. The instrument of transfer shall be presented to the Company, accompanied with such evidence as the Directors may require to prove the title of the transferrer, and thereupon the Company shall register the transferee as a Shareholder.

Provided always that the Directors shall have the right at all times to decline to register such person as aforesaid, and shall not be required to assign any reason for so declining. In the event of the Directors declining to register such person as a holder of such share, they shall, upon the request of such person, convene an Extraordinary General Meeting of the Company to resolve whether such transfer shall be registered or not, and the resolution of such meeting shall be absolute.

#### FORFEITURE OF SHARES OR CALL.

17. If any Shareholder fails to pay any allotment money or call on the appointed day, the Company may at any time thereafter, during such time as the call remains unpaid, serve a notice on him requiring him to pay such call, together with any interest that may have accrued by reason of such non-payment.

18. The notice shall name a further day and a place or places, being a place or places at which calls of the Company are usually made payable on and at which such call is to be paid. It shall also state that in the event of non-payment at the time and place appointed, the shares in respect of which such call was made will be liable to be forfeited.

19. If the requisitions of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may be forfeited by a resolution of the Directors to that effect.

20. Any share so forfeited shall be deemed to be the property of the Company, and may be disposed of in such manner as the Directors think fit.

21. Any Shareholder whose shares have been forfeited shall, notwithstanding, be liable to pay the Company all calls owing upon such shares at the time of the forfeiture.

#### INCREASE OF CAPITAL.

22. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase its capital by the creation of new shares, of such amounts per share and in the aggregate as such resolution shall direct. All new shares shall be offered by the Directors to the registered Shareholders for the time being of the Company as nearly as possible in proportion to the existing shares held by them, and such shares as shall not be accepted by the Shareholder or Shareholders to whom the same 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. The Directors shall have power to add to such new shares such an amount of premium as they may consider proper.

23. If before or on the day appointed for payment of any allotment money or call any Shareholder does not pay the amount for which he is liable, then such Shareholder shall be liable to pay interest for the same at the rate of nine per cent. per annum from the day appointed for the payment thereof to the time of the actual payment.

24. The shares, except where otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they may consider proper. Provided that such unissued shares shall first be offered by the Directors to the registered Shareholders for the time being of the Company as nearly as possible in proportion to the shares already held by them, and such shares as shall not be accepted by the Shareholder or Shareholders to whom the shares shall have been offered, within the time specified in that behalf by the Directors, may be disposed of by the Directors in such manner as they think most beneficial to the Company.

25. Any capital raised by the creation of new shares shall be considered as part of the original capital, and shall be subject to the same provisions in all respects, whether with reference to the payment of allotment money, calls, or the forfeiture of shares on non-payment of calls or otherwise, as if it had been part of the original capital.

#### BORROWING.

26. The Directors shall have power to borrow money for the purposes of the Company, and for this purpose to grant bonds, promissory notes, bills, debentures, interest warrants, bonds for cash credit, trust deed, or other documents, to issue letters of credit, and to grant mortgages, or other deed or deeds of security over all or any of the Company's lands, property, estate, and assets.



Provided also that before the Directors issue any debentures, or grant any mortgages, they shall obtain the sanction of the Company in General Meeting, whether Ordinary or Extraordinary. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article, and subscribed by two or more of the Directors or by one Director and the Secretary, 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 be proved that such creditor was aware that it was so granted.

#### GENERAL MEETINGS.

27. 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.

28. Subsequent General Meetings may be held at such time and place as may be prescribed by the Company in General Meeting, and if not so prescribed then at such place and at such time as soon after the first day of January in each year as the Directors shall determine.

29. The above-named General Meetings shall be called Ordinary Meetings; all other General Meetings shall be called Extraordinary.

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

31. Any requisition so made by the Shareholder or Shareholders shall express the object of the meeting proposed to be called, and shall be left at the registered office of the Company.

32. 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 think fit, not being more than twenty-one days after the leaving of the requisition; and if they do not proceed to convene the said meeting within twenty-one days after the leaving of the requisition, the requisitioner or requisitionists or any other Shareholders amounting to the required number may, himself or themselves, convene an Extraordinary General Meeting to be held at such time or place as he or they shall think fit.

33. Seven days' notice at least, specifying the place and the hour of meeting, and the purpose for which any meeting is to be held, shall be given by registered letter or by advertisement in the *Ceylon Government Gazette*, or in such other manner, if any, as may be prescribed by the Company.

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

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

36. In order to constitute a meeting, whether Ordinary or Extraordinary, there shall be present, either personally or by proxy, three or more Shareholders.

37. If within one hour from the time appointed for the meeting the required number of Shareholders is not present, the meeting, if convened upon the requisition of a Shareholder or Shareholders, shall be dissolved. In any other case it shall stand adjourned to the following day at the same time and place; and if at such adjourned meeting the required number of Shareholders is not present, it shall be adjourned *sine die*.

38. The Chairman (if any) of the Board of Directors shall preside as Chairman at every meeting of the Company.

39. If there be no such Chairman, or if at any meeting he is not present at the time of holding the same, the Shareholders present shall choose some one of their number to be Chairman of such meeting.

40. 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.

41. At any General Meeting, unless a poll is demanded by at least two Shareholders, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the book of proceedings of the Company, shall be sufficient evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

42. If a poll is demanded in manner aforesaid, the same shall be taken in such manner as the Chairman directs; and the result of such poll shall be deemed to be the resolution of the Company in General Meeting.

43. In the event of a resolution being brought before a General Meeting involving the sale of the Company's estates or any portion thereof, or the winding up of the Company, a majority of three-fourths of the Shareholders present and (or) represented by proxy shall be necessary to carry such resolution.

#### VOTES OF SHAREHOLDERS.

44. Every Shareholder shall have one vote for every five shares held by him.

45. If any Shareholder is a lunatic or idiot, he may vote by his curator; and if any Shareholder is a minor, he may vote by his guardian, or any one of his guardians if more than one.

46. If one or more persons are jointly entitled to a share or shares, the person whose name stands first in the register of Shareholders as one of the holders of such share or shares, and no other, shall be entitled to vote in respect of the same.

47. No Shareholder shall be entitled to vote at any meeting unless all calls due from him 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 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.

48. Votes may be given either personally or by proxy. A proxy shall be appointed in writing under the hand of the appointer, or, if such appointer is a corporation, under their common seal.

49. No person shall be appointed a proxy who is not a Shareholder; and the instrument or mandate appointing him shall be deposited at the registered office of the Company not less than forty-eight hours before the time of holding the meeting at which he proposes to vote; but no instrument or mandate appointing a proxy shall be valid after the expiration of one year from the date of its execution.

#### DIRECTORS.

50. The qualification of a Director shall be holding not less than five shares of the Company upon which all calls for the time being shall have been paid.

51. The number of Directors shall not be less than three or more than five; but this clause shall be construed as being directory only, and the continuing Directors may act notwithstanding any number of vacancies.



52. The first Directors shall be Herbert Tarrant, Thomas Watson Hall, and Mydhope Pascoe, and shall hold office, except in the event of their becoming respectively disqualified, until the first Ordinary General Meeting of the Company to be held in the year 1895.

53. As a remuneration for their services the Directors shall be entitled to appropriate annually a sum not exceeding Rs. 1,000, 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.

54. One of the Directors may be appointed by the Board to act as Managing Director and (or) Visiting Agent of the Company for such time and on such terms as the Board may determine or fix by agreement with the person appointed to the office.

#### POWERS OF DIRECTORS.

55. The Directors shall have power to carry into effect the purchase of the said Claremont estate hereinbefore referred to, and the lease and (or) purchase of any other lands, estates, or property.

56. The business of the Company shall be managed by the Directors, either by themselves or with the assistance of a secretary or secretaries, agent or agents, to be appointed by them for such a period, and on such terms as the Directors shall think fit.

57. The Directors shall have power to make, and may make, rules or regulations for the management of the property of the Company; and for that purpose may appoint managers, agents, superintendents, officers, clerks, and servants, with such remuneration and at such salaries 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, superintendents, officers, clerks, or servants for such reasons as they may think proper and advisable, and without assigning any cause.

58. The Directors shall also 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 shall appoint, to draw, accept, make, endorse, sign, and enter into cheques, bills of exchange, promissory notes, bonds, mortgages, proxies to any proctor or proctors, contracts or agreements on behalf and for the purposes of the Company.

59. 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 Secretary, who shall attest the sealing thereof.

60. 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.

#### DISQUALIFICATION OF DIRECTORS.

61. The office of a Director shall be vacated—

- (1) If he ceases to hold the due qualification in shares;
- (2) If he becomes of unsound mind or bankrupt, or take proceedings under the Bankruptcy Law for liquidation of his affairs by arrangement of, or composition with, his creditors.

62. 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 thereto established, provided that the fact of his interest or connection therewith be fully disclosed to the Company or its Directors; but no Director shall vote in respect of any contract, arrangement, or transaction in which he is directly or indirectly interested.

#### ROTATION OF DIRECTORS.

63. At the first Ordinary Meeting of the Company to be held in the year 1895 all the Directors shall retire; and at the first Ordinary Meeting in every subsequent year two of the Directors for the time being shall retire from office.

64. The Directors to retire in any year shall always be those who have been longest in office, and in case of Directors equal in length of office, shall, unless such Directors agree among themselves, be determined by ballot.

65. A retiring Director, if qualified, shall be re-eligible. The Company at the Ordinary General Meeting shall fill up the offices vacated by the retiring Directors by electing a like number of persons.

66. If at any meeting at which an election of Directors ought to take place no such election is made, the meeting shall stand adjourned till the next day, at the same time and place; and if at such adjourned meeting no election takes place, the former Directors shall continue to act until new Directors are appointed at the first Ordinary Meeting of the following year.

67. The Company may from time to time, by special resolution in General Meeting, increase or reduce the number of Directors, and may also determine in what rotation they are to go out of office.

68. Any casual vacancy in the Board of Directors 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.

#### PROCEEDINGS OF DIRECTORS.

69. The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairman, in addition to his original vote, shall have a casting vote. A Director may at any time summon a meeting of the Directors.

70. The Directors may elect a Chairman of their meetings, and determine the period of which he is to hold office; but if no such Chairman is elected, or if at any meeting the Chairman is not present at the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.

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

72. The Directors shall cause minutes to be made in a book or books provided for and used solely for that purpose—

- (1) Of all appointments of officers made by the Directors;
- (2) Of the names of Directors present at each meeting of Directors;
- (3) Of all orders made by the Directors; and
- (4) Of all resolutions and proceedings of meetings of the Company and of the Directors.

73. And any such minute as aforesaid, if signed by any person purporting to be the Chairman of any meeting of Directors, shall be receivable in evidence without any further proof.

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

#### DIVIDENDS.

75. The Directors may, with the sanction of the Company in General Meeting, declare a dividend to be paid to the Shareholders in proportion to their shares.

76. No dividends shall be payable except out of the profits arising from the business of the Company and with the sanction of the Directors.

77. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sum as they think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining the works connected with the business of the Company or any part thereof; and the Directors may invest the sum so set apart as a reserve fund upon such securities as they, with the sanction of the Company, may select.

78. The Directors may deduct from the dividends payable to any Shareholder all such sums of money as may be due from him to the Company on account of calls or otherwise.

79. Notice of any dividend that may have been declared shall be given to each Shareholder, or sent by post or otherwise to his registered place of abode; and all dividends unclaimed for three years after having been declared may be forfeited by the Directors for the benefit of the Company.

80. No dividend shall bear interest as against the Company.

#### ACCOUNTS.

81. Once at the least in every year the Directors shall lay before the Company in General Meeting a statement of the income and expenditure for the past year, made up to a date not more than three months before such meeting.

82. 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 like matters. 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 cases 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 items shall be stated, with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.

83. A balance sheet shall be made out in every year and laid before the General Meeting of the Company, and such 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.

84. A written or printed copy of such balance sheet shall, seven days previously to such meeting, be delivered at or sent by post to the registered address of every Shareholder.

#### AUDIT.

85. The accounts of the Company shall be examined, and the correctness of the balance sheet ascertained, by one or more Auditors to be elected by the Company in General Meeting.

86. If not more than one Auditor is appointed, all the provisions herein contained relating to Auditors shall apply to him.

87. The Auditors need not be Shareholders in the Company. No person is eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company; and no Director or other officer of the Company is eligible during his continuance in office.

88. The first Auditor or Auditors of the Company shall be appointed by the Directors, and shall hold office until the second General Meeting; and afterwards the Auditor or Auditors shall be from time to time appointed by the Company in General Meeting.

89. The remuneration of the Auditor or Auditors shall be fixed by the Company at the time of their election, save that in case of the first Auditor or Auditors it shall be fixed by the Directors.

90. Any Auditor shall be re-eligible on his quitting office.

91. If any casual vacancy occurs in the office of Auditor, the Directors may appoint another Auditor, who shall hold office until the next Ordinary General Meeting.

92. If no election of Auditor is made in manner aforesaid, the Directors may appoint an Auditor or Auditors for the year then current, and fix the remuneration to be paid to him or them by the Company for his or their services.

93. Every Auditor shall be supplied with a copy of the balance sheet, and it shall be his duty to examine the same with the accounts and vouchers relating thereto.

94. Every Auditor shall have a list delivered to him of all books kept by the Company, and he shall at all reasonable time have access to the books and accounts of the Company. He may, at the expense of the Company, employ accountants or other persons to assist him in investigating such accounts, and he may, in relation to such accounts, examine the Directors or any other officer of the Company.

95. The Auditors shall make a report to the Shareholders upon the balance sheet and accounts, and in every such report they shall state whether, in their opinion, the balance sheet is a full and fair balance sheet, containing the particulars required by these regulations, and properly drawn up, so as to exhibit a true and correct view of the state of the Company's affairs; and in case they have called for explanation or information from the Directors, whether such explanations or informations have been given by the Directors, and whether they have been satisfactory; and such report shall be read together with the report of the Directors at the Ordinary Meeting.

#### NOTICES.

96. Notices by the Company may be authenticated by the signature (printed or written) of the Secretary or other person appointed by the Directors to do so.

97. 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.

98. Notices requiring to be served by the Company upon the Shareholders may be served, either personally or by leaving the same or sending them through the post in a letter addressed to the Shareholders at their registered places 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 may be dead, unless and until his executors or administrators shall have given notice to the Managing Director or Secretary of the Company of some address in Ceylon.

99. All notices directed to be given to the Shareholders shall, with respect to any share to which persons are jointly entitled, be given to whichever of the said persons is named first in the register of Shareholders; and notice so given shall be sufficient notice to all the holders of such share.

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

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

In witness whereof the Subscribers to the Memorandum of Association have hereto set and subscribed their names this Twenty-first day of December, 1894.

HERBERT TARRANT.  
W. H. DAVIES.  
• T. WATSON HALL.  
CH. BÖHRINGER.  
E. JOHN.  
GEO. ROBSON.  
GEO. ARMITAGE.

Witness to the above signatures :

H. CREASY,  
Notary Public.

**U**NDER instructions from R. L. M. Brown, Esq., Assignee of the Insolvent Estate of Alstons, Scott & Co., we shall offer for sale at our rooms in the Fort, Colombo, on Friday, February 8, 1894, at 3.30 P.M., the following store and lands, to wit:—

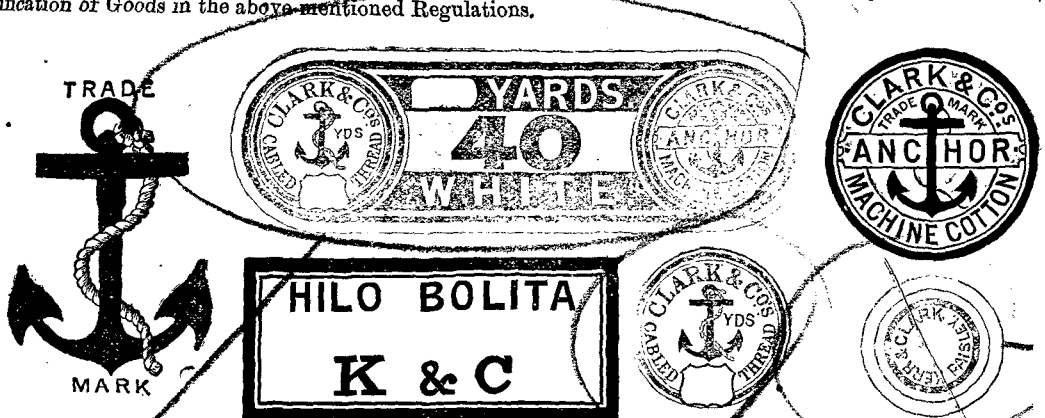
1. The "Yapama Store" and grounds, in extent 1 acre 1 rood and 18 perches, situated at Yapama in Lunugala.
2. An allotment of land called Galpallehena, in extent 5 acres, situated at Yatiyantota.
3. An allotment of land called Lianyhena gap, in extent 5 acres 3 roods and 18·16 perches, situated at Telle-gama in Lower Bulatgama.

For conditions of sale and inspection of deeds apply to

Colombo, January 9, 1895.

J. AUWARDT & Co.

**I**N compliance with the provisions of "The Trade Marks Ordinances, 1888 and 1890," and the Regulations made on March 28, 1889, notice is hereby given that Messrs. Darley, Butler & Co. have applied for the registration of the following Trade Marks in the name of Clarke & Co., in Class 23, cotton yarn and thread, in the Classification of Goods in the above-mentioned Regulations.



Colonial Secretary's Office,  
Colombo, January 10, 1895.

J. A. SWETTENHAM,  
Acting Colonial Secretary.