



Ceylon Government Gazette

Published by Authority.

No. 5,376—FRIDAY, OCTOBER 18, 1895.

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 GOVERNOR has been pleased to direct that the following Notices to Mariners be published for general information.

By His Excellency's command,
E. NOEL WALKER,
Colonial Secretary.

Colonial Secretary's Office,
Colombo, October 17, 1895.

CEYLON.

Notice is hereby given that a screw pile will shortly be placed at the point of intersection of the lines of the N. E. and N. W. Breakwaters, about to be constructed, for the purpose of setting out the work. When the pile is placed in position a white light showing all round will be exhibited from the top of it at an elevation of 30 ft. above the sea for the present; but later on a green light showing all round will be substituted for the white light.

The position of the pile will be as follows:—

Red light on end of S. W. Breakwater bearing S. 33° 30' W., distant 3,260 ft.

J. DONNAN,
Master Attendant.

Master Attendant's Office,
Colombo, October 16, 1895.

PART IV.—Page 639

MADRAS.—No. 28.

*Bay of Bengal—West Coast—Godavari District—
Madras Presidency.*

In continuation of this office Notice to Mariners No. 23, dated July 20, 1895, it is hereby notified that the temporary light opposite the Sacramento Shoal was exhibited on October 1, 1895. It is visible from seaward N. 45 E. through W. to S. 45 W., at a distance of 10 miles.

W. POWELL, Comdr., R.I.M.,
Presidency Port Officer.

Presidency Port Office,
Madras, October 2, 1895.

BENGAL.—No. 172.

*New Zealand, South Island—
Croisilles Harbour—Shoal and Rock near Entrance.*

A shoal named Hapuka, with a least depth of 4½ fathoms on it at low water springs, and deep water all round, three-quarters of a cable in extent, is situated with Cape Soucis bearing W. ¼ N. (N. 84° W.), distant 1½ mile; and Motuanauru summit N. by E. ¼ E. (N. 14° E.).

Approximate position, lat. 41° 3' 50" S., long. 173° 38', 35" E.

And a rock, awash at low water springs, reported by Mr. Mace, lies a quarter of a mile north-north-east of Hypolites-point, or approximately in lat. $41^{\circ} 4' 15''$ S., long. $173^{\circ} 39' 15''$ E.

Variation 15° easterly in 1895.

H. A. STREET, Comdr., R.I.M.,
Acting Port Officer of Calcutta.

Calcutta, September 19, 1895.

BENGAL.—No. 173.

South Pacific Ocean—Tonga Islands—Bank and Breakers Southward of Vavau Group.

The British Admiralty has given notice (No. 465 of 1895) that information has been received that the Master of the schooner Meg Merrilies reports that on June 11, 1895, he obtained a sounding of 8 fathoms on a coral bank, in a position with Lett's island summit bearing W. by N. ($N. 79^{\circ} W.$), distant 28 miles; and high land at south-west end of Vavau island $N. \frac{1}{2} E.$ ($N. 6^{\circ} E.$), or approximately in lat. $19^{\circ} 0' S.$, long. $174^{\circ} 9' W.$

He also observed breakers bearing N.E. ($N. 45^{\circ} E.$), distant $1\frac{1}{2}$ mile, from the above position.

Variation, 10° easterly in 1895.

H. A. STREET, Comdr., R.I.M.,
Acting Port Officer of Calcutta.

Calcutta, September 19, 1895.

BENGAL.—No. 174.

Australia, South Coast—Spencer Gulf—Ballast Buoy in False Bay.

The British Admiralty has given notice (No. 468 of 1895) that a buoy painted white, and surmounted by

staff and ball, is moored in False bay to mark the locality where ballast should be discharged.

This buoy is in a depth of 7 fathoms, with Lowly point lighthouse bearing E. by N. $\frac{3}{4} N.$, distant $5\frac{1}{4}$ miles, or approximately in lat. $33^{\circ} 1' 20'' S.$, long. $137^{\circ} 41' 30'' E.$

NOTE.—This buoy is described in Australia Directory, vol. I., 1884, page 164, but it has not hitherto been placed on the Admiralty Charts.

Variation 5° easterly in 1895.

H. A. STREET, Comdr., R.I.M.,
Acting Port Officer of Calcutta

Calcutta, September 19, 1895.

BENGAL.—No. 175.

China Sea—Labuan Island—Victoria Harbour—Buoy marking Submarine Telegraph Cables.

The British Admiralty has given notice (No. 470 of 1895) that a conical buoy, painted red, is moored in a depth of 7 fathoms at low water, with Government offices flagstaff bearing N.W. $\frac{1}{2} N.$ ($N. 38^{\circ} W.$), distant $6\frac{1}{2}$ cables; and Inner beacon E.N.E. ($N. 67^{\circ} E.$).

This buoy marks the point of separation of the Hong-kong and Singapore submarine telegraph cables, and vessels should not anchor eastward of the buoy.

Approximate position: buoy, lat. $5^{\circ} 16' 15'' N.$, long. $115^{\circ} 15' 5'' E.$

The landing place of the above cables is at a small white hut, situated close to high water mark just westward of the post on Ramsay point.

Variation 2° easterly in 1895.

H. A. STREET, Comdr., R.I.M.,
Acting Port Officer of Calcutta.

Calcutta, September 19, 1895.

UNOFFICIAL ANNOUNCEMENTS.

Bristol Hotel Company, Limited.

AN Extraordinary General Meeting of the Shareholders of the Bristol Hotel Company, Limited, will be held at the Registered Office of the Company, 29 and 29a, York street, on Tuesday, the 29th instant, at 3.30 P.M.

Business.

1. To consider the desirability of making extensive additions to the Hotel premises.
2. To consider the necessity of increasing the Capital by Rs. 235,000 should the extensive additions be sanctioned.
3. To consider the question of increasing the Capital by Rs. 50,000 in the event of the recommendations not being sanctioned.

By order of the Directors,

JOHN GUTHRIE,
Secretary.

The Great Western Tea Company of Ceylon, Limited.

A Half-yearly General Meeting will be held at the Registered Office of the Company, No. 6, Prince street, Colombo, at 12.30 P.M. on Friday, November 1, 1895.

Business.

To declare an interim dividend.

N.B.—The Transfer Book of the Company will be closed from October 18 to November 1, inclusive.

J. M. ROBERTSON & Co.,
Agents and Secretaries.

The Hill Club Company, Limited.

NOTICE is hereby given that the First Ordinary General Meeting of the Shareholders of the Hill Club Company, Limited, will be held at the registered office of the Company, the Hill Club, Nuwara Eliya, on Saturday, November 2, 1895, at 5 P.M.

Business.

To appoint Directors. The first Directors, viz., Gilbert F. Traill, Esq.; Edward S. Grigson, Esq.; James Forbes, Esq.; W. H. Walker, Esq.; A. C. W. Clarke, Esq.; John F. Jowitt, Esq., retire in terms of the Articles of Association, but are eligible for re-election.

By order,

J. WICKWAR,
Secretary.

Ceylon Government Railways.—Comparative Statement of Traffic for the Week ended September 22, 1895.

Earnings from	Seven Days ended Sept. 24, 1895.			Seven Days ended Sept. 23, 1894.			Seven Days ended Sept. 22, 1895.			Increase— 1895 over 1894.			Decrease— 1895 below 1894.		
	No.	Rs.	c.	No.	Rs.	c.	No.	Rs.	c.	No.	Rs.	c.	No.	Rs.	c.
Passengers, Ordinary	67,622	27,387	84	77,387	31,287	70	85,374	34,324	4	7,987	3,036	84	—	—	—
Coolies	1,526	662	22	1,289	788	66	2,153	1,260	1	864	471	35	—	—	—
Season Tickets	—	—	—	3	6	12	4	7	95	1	1	83	—	—	—
Total Passengers	69,148	28,050	6	78,679	32,082	48	87,531	35,592	0	8,852	3,509	52	—	—	—
Parcels	5,499	1,447	97	5,800	1,522	2	7,828	1,843	78	1,528	321	76	—	—	—
Horses	89	518	2	50	300	91	53	240	89	3	—	—	—	—	60
Carriages	16	110	30	18	152	72	13	100	21	—	—	—	—	—	52
Dogs	83	59	0	105	67	97	102	64	0	—	—	—	—	—	3
Other small Animals	19	16	20	21	21	72	6	9	12	—	—	—	—	—	15
Neat Cattle	1	11	25	—	—	—	—	—	—	—	—	—	—	—	—
Mails	—	887	82	—	920	55	—	931	63	—	11	8	—	—	—
Miscellaneous Coaching	—	9	46	—	25	41	—	39	46	—	14	5	—	—	—
Bicycles, &c.	—	—	—	—	—	—	13	14	33	13	14	33	—	—	—
Goods (Tons)	6,529	60,760	49	7,361	65,137	36	7,768	66,370	58	402	1,239	22	—	—	—
Miscellaneous Goods	—	74	64	—	88	8	—	163	80	—	75	72	—	—	—
Live Stock	341	159	45	332	148	0	543	209	0	211	61	0	—	—	—
General Miscellaneous	—	478	28	—	300	7	—	338	46	—	88	39	—	—	—
Total for the Week	—	92,582	44	—	100,767	29	—	105,923	26	—	5,155	97	—	—	—
Forward from previous Return	—	3475663	86	—	3864872	19	—	4391229	64	—	526,357	45	—	—	—
Total from Jan. 1 to Sept. 22	—	3568246	30	—	3965639	48	—	4497152	90	—	631,513	42	—	—	—
Total corresponding period of previous Year	—	3438402	53	—	3568246	30	—	3965639	48	—	—	—	—	—	—
Increase compared with previous Year	—	129,843	77	—	397,393	18	—	531,513	42	—	—	—	—	—	—
Traffic Train Mileage this Week	18,150	—	—	20,470	—	—	21,746	—	—	1,276	—	—	—	—	—
Forward from last Return	626,135	—	—	717,953	—	—	804,833	—	—	86,880	—	—	—	—	—
Total from Jan. 1 to Sept. 22	644,285	—	—	738,423	—	—	826,579	—	—	88,156	—	—	—	—	—
Corresponding period of previous Year	588,616	—	—	644,285	—	—	738,423	—	—	—	—	—	—	—	—
Increase compared with previous Year	55,669	—	—	94,138	—	—	88,156	—	—	—	—	—	—	—	—
Decrease do. do.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Particulars of Goods Conveyed.	Seven days ended Sept. 22, 1895.				January 1 to Sept. 22, 1895.				January 1 to Sept. 23, 1894.				Increase in 1895.				Decrease in 1895.			
	Tons	cwt.	qr.	lb.	Tons	cwt.	qr.	lb.	Tons	cwt.	qr.	lb.	Tons	cwt.	qr.	lb.	Tons	cwt.	qr.	lb.
First class Goods	5	5	0	1	279	9	2	24	222	4	3	24	57	4	3	0	—	—	—	—
Second class Goods	138	6	3	16	5,224	6	1	3	5,138	0	2	25	36	5	2	6	—	—	—	—
Rice	1,337	6	1	21	63,593	3	3	26	58,573	0	3	14	5,020	3	0	12	—	—	—	—
Tea	668	19	1	4	34,394	2	0	10	29,873	14	1	5	5,020	7	3	5	—	—	—	—
Tea leaf	25	13	0	17	956	3	0	24	587	15	1	15	368	7	3	9	—	—	—	—
Arrack	43	19	0	0	1,426	11	3	3	1,289	11	3	11	136	19	3	20	—	—	—	—
Salt	81	19	2	21	2,450	12	0	23	2,584	5	0	13	—	—	—	—	—	—	—	133
Cinnamon	1	5	2	12	123	17	2	13	168	8	3	23	—	—	—	—	—	—	—	39
Cacao	4	6	0	18	1,075	11	1	19	712	1	2	24	363	9	2	23	—	—	—	—
Cardamoms	1	16	2	10	110	18	1	14	103	17	3	2	7	0	2	12	—	—	—	—
Tobacco	15	10	1	22	554	2	2	9	457	7	0	3	96	15	2	6	—	—	—	—
Beer, 3rd class	—	—	—	—	90	0	1	5	164	16	3	11	—	—	—	—	—	—	—	—
Tea Lead and Shooks, 3rd class	6	16	1	8	443	16	1	4	298	7	0	23	145	9	0	9	—	—	—	—
Manure, 3rd class	—	—	—	—	43	0	3	27	62	5	3	2	—	—	—	—	—	—	—	—
Plumbago, 3rd class	33	2	0	0	56	0	2	2	40	15	1	24	15	5	0	6	—	—	—	—
Other 3rd class Goods	718	5	2	27	24,809	12	2	5	21,205	12	1	7	3,404	0	0	26	—	—	—	—
Other 4th class Goods	369	17	2	26	9,851	9	2	8	10,108	6	2	22	—	—	—	—	—	—	—	—
Other 5th class Goods	184	15	2	8	5,278	13	2	16	4,948	12	1	19	330	1	0	25	—	—	—	—
Cinchona	2	0	3	0	163	19	3	8	581	6	1	0	—	—	—	—	—	—	—	—
Coffee	10	15	1	0	3,600	19	2	4	1,612	1	2	6	1,938	17	3	26	—	—	—	—
Cotton	0	3	1	6	167	3	1	20	125	15	1	8	41	8	0	12	—	—	—	—
Cocoanuts	103	17	1	11	3,408	9	0	18	2,713	18	1	17	694	10	3	1	—	—	—	—
Cocoanut Oil	37	7	1	25	1,197	2	3	0	1,130	7	2	13	66	15	0	15	—	—	—	—
Copperah	55	7	2	1	2,073	6	1	4	2,574	4	3	23	—	—	—	—	—	—	—	—
Poonac	82	7	2	24	3,936	11	0	11	4,170	2	2	16	—	—	—	—	—	—	—	—
Kerosine Oil	38	4	2	6	1,013	1	0	24	1,002	10	2	23	10	10	2	1	—	—	—	—
Staves	8	11	3	21	276	1	1	13	287	0	1	24	—	—	—	—	—	—	—	—
Timber, wrought	34	0	2	11	860	16	0	6	809	11	0	5	51	5	0	1	—	—	—	—
Timber at 5th class	48	9	0	21	1,158	4	0	24	781	7	1	15	426	16	3	9	—	—	—	—
Timber at 6th class	—	—	—	—	33	3	0	7	10	14	0	0	22	9	0	7	—	—	—	—
Tea Lead and Shooks, 6th class	119	7	1	26	7,229	1	1	16	6,475	15	1	5	753	6	0	11	—	—	—	—
Manure, 6th class	203	19	0	25	5,813	13	0	26	3,993	19	1	2	1,819	13	3	24	—	—	—	—
Plumbago, 6th class	147	13	3	0	7,908	3	3	21	8,457	2	2	11	—	—	—	—	—	—	—	—
Beer, 6th class	—	—	—	—	5	9	0	21	13	2	3	0	—	—	—	—	—	—	—	—
Staves, 6th class	—	—	—	—	262	13	3	24	959	7	2	8	—	—	—	—	—	—	—	—
Bulky Articles and Road Metal	—	—	—	—	4,105	17	3	17	5,145	7	1	4	—	—	—	—	—	—	—	—
Other 6th class Goods	168	6	0	26	23,640	4	2	25	18,959	15	2	5	4,680	9	0	20	—	—	—	—
Railway Material	768	9	2	3	—	—	—	—	1,932	9	0	0	—	—	—	—	—	—	—	—
Public Works Material	—	—	—	—	—	—	—	—	1,173	14	0	0	—	—	—	—	—	—	—	—
Erison Department Material	—	—	—	—	—	—	—	—	1,423	7	0	0	—	—	—	—	—	—	—	—
Breakwater Material	2,298	8	0	0	75,824	19	0	0	1,163	13	0	0	57,401	12	0	0	—	—	—	—
Contractor's Material	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Chief Resdt. Eng., Railway Ex.	—	—	—	—	6	10	0	0	—	—	—	—	6	10	0	0	—	—	—	—
Engineer, Ways and Works	—	—	—	—	171	17	0	0	148	9	0	0	23	8	0	0	—	—	—	—
Total	7,762	15	1	25	293,925	1	1													

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

Vessels.	Date of Clearing.	For what Port.	Plantation Coffee.	Native Coffee.	Tea.	Cacao.	Trunk Cinchona.	Branch Cinchona.	Cinchona Chips.	Cocoanuts.	Copparah.	Cocoanut Oil.	Cocoanut Poonsac.	Cinnamon.	Cinnamon Oil.	Citronella Oil.	Cardamoms.	Bony.	Pumbago.	Coir Rope.	Coir Junk.	Coir Yarn.	Coir Fibre.	Sapan-wood.	Orchilla.	Kitool Fibre.	Deer Horns.	
COLOMBO.																												
ss. Lavada	1895 5/10	Mauritius ...			16436																							
ss. Nizam	5/10	Bombay ...																										
ss. Balaarat	5/10	Australia ...			197837																							
ss. Bengal	5/10	London ...			379396																							
ss. Paramatta	5/10	do.			313974																							
ss. Kaiser-i-Hind	7/10	China ...			2800																							
ss. Verona	7/10	Bombay ...	21		269627	32				155175							544											
ss. Penalder	7/10	London ...			347327	199				15490																		
ss. Oopack	7/10	do.	1		75737																							
ss. Clan MacIntosh	7/10	do.	5																									
sq. Edmouton	7/10	New York...																										
ss. Algeria	7/10	London ...	76		185011																							
GALLE.																												
ss. Henzada	4/10	Bombay ...																										
ss. Nurani	4/10	do.																										
ss. Clan Maclean...	5/10	London ...																										

Importation of Rice from Indian Ports during the above-mentioned periods.

TO COLOMBO:—		TO GALLE:—	
From Rangoon	... Bags 10,530	From Calcutta	... Bags 6,476
Calcutta	... " 60,620	Southern India	... " 1,713
Bombay	... " 15		
Southern India	... " 2,384	Total	... Bags 8,189
Total	... Bags 73,549		

H. P. BAUMGARTNER,
for Principal Collector.

Customs Colombo, October 10, 1895.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE CLYDE TEA ESTATES COMPANY, LIMITED.

1. THE name of the Company is "The Clyde Tea Estates Company, Limited."
2. The registered office of the Company is to be established in Ceylon.
3. The objects for which the Company is established are—
 - (a) To purchase or otherwise acquire the Clyde, Liskillen, and Kaluganga estates, situated in the District of Kalutara, and containing in extent 693 acres or thereabouts.
 - (b) To purchase or lease or otherwise acquire any other land or lands, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind.
 - (c) To improve, plant, clear, cultivate, and develop the said estates and any other lands that may be purchased, leased, or otherwise acquired, as coffee, tea, cocoa, or cocoanut estates, or with any other products, or in any other ways, and to let, lease, exchange, or mortgage the same or any part thereof, whether in consideration of money or securities for money or shares, debentures, or securities in any other Company, or for any other consideration, or otherwise to trade in, dispose of, or deal with the same or any part thereof.
 - (d) To purchase tea leaf, cocoanuts, copperah, indiarubber, and (or) other raw products for manufacture, manipulation, or sale.
 - (e) To manufacture tea leaf, copperah, oil, poonac, coir fibre, yarn, rope, spirit from toddy drawn from the cocoanut trees, or from the water of the nut, dessicated cocoanut, compost manure, and (or) other raw products.
 - (f) To carry on the business of manufacturers, growers, planters, and exporters of coffee, tea, cocoa, cocoanut, indiarubber, and other products in all their branches on behalf of the Company, or as agents for others, and on commission or otherwise.
 - (g) To plant, grow and produce, buy, sell, trade, and deal in coffee, tea, cocoa, cocoanuts, and other plants, trees, and natural products of any kind, or any of them.
 - (h) To borrow or receive on loan money for the above purposes, or any of them, and for repayment of all or any of the money so borrowed and the security thereof upon mortgage, debenture, bond, bills, bonds for cash credit, interest warrants, letters of credit, trust deeds or other deeds, of security, promissory notes, bills of lading, or other negotiable instruments over all or any of the Company's property or assets, movable or immovable, real or personal, or on security of the subscribed capital of the Company called or not called, or otherwise.
 - (i) To establish and keep in the United Kingdom, Ceylon, or elsewhere, stores, shops, and places for the sale of coffee, tea, cocoa, and other articles of food, drink, or refreshment, wholesale or retail, or to be consumed on the premises, or otherwise.
 - (j) To cultivate, manage, and superintend estates and properties in Ceylon and elsewhere not belonging to the Company, and generally to undertake the business of estate agents in Ceylon and elsewhere; to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
 - (k) To administer trust estates and the estates of deceased persons or bankrupt or insolvent estates or estates in liquidation in Ceylon or elsewhere, and to undertake the office of trustee, executor, administrator, assignee, liquidator, inspector, or any similar offices, and to perform and discharge all the duties of any such office for a commission or other remuneration, or otherwise.
 - (l) To give any guarantee, security, or obligation of the Company or any security upon the property of the Company or any part thereof in relation to mortgages, loans, investments, and securities, whether made, effected, or acquired through the Company's agency or otherwise, or for the faithful performance of any office, business, or duty undertaken by the Company or its officers, and generally to guarantee or become surety for the performance of any contracts or obligations.
 - (m) To establish in any part or parts of the world agencies for carrying on or developing the business of the Company, or any part thereof.
 - (n) To acquire by purchase in money or in shares or bonds or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or Company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on or possessed of property suitable for the purposes of this Company.

- (o) To unite, co-operate, amalgamate, or enter into partnership or any arrangements for sharing profits or union of interests or any other arrangement with any person or Company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or any of them, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interests in any such Company, and to promote the formation of any such Company.
- (p) To do all such other acts or 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 Three hundred thousand rupees (Rs. 300,000), divided into three thousand shares of One hundred rupees (Rs. 100) 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 accordance with this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names:—

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
FRANK M. LAURIE, Detanagalla, Bogawantalawa One
WM. FORBES LAURIE, High Wycombe, England, by his attorney FRANK M. LAURIE One
G. H. H. AUSTEN, Westbourne Grove, London, by his attorney FRANK M. LAURIE One
Witness to the above signatures this twenty-eighth day of September, 1895 : A. PHILLIP.	
E. D. HARRISON, Arapolakande, Neboda One
Witness to the above signature this seventh day of October, 1895 : E. O. CLAESSEN.	
A. VAN RENEN, Clyde, Kalutara One
PRIOR S. PALMER, by his attorney A. VAN RENEN One
Witness to the above signatures this seventh day of October, 1895 : S. M. PONNIAH.	
R. LEWIS M. BROWN, by his attorney ROBT. DAVIDSON One
Witness to the above signature this twelfth day of October, 1895 : V. A. JULIUS, Solicitor, Colombo.	

ARTICLES OF ASSOCIATION OF THE CLYDE TEA ESTATES 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 Clyde Tea Estates 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 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 corporated 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 Clyde, Liskillen, and Kaluganga estates, situate in the District of Kalutara, and containing in extent 693 acres or thereabouts.

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; and, notwithstanding that the whole of the shares shall not have been subscribed or applied for or allotted, they shall do so as soon as in the judgment of the Directors a sufficient number of shares shall have been subscribed or applied for.

5. *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 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 shares.

8. *Increase or Reduction of Capital.*—The Company in General Meeting may from time to time increase the capital by the 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 transmissions, forfeiture, lien, surrender, and otherwise.

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; the first-named of Joint-holders only 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 the Shareholder whose name stands first on the register, and no other, shall be entitled to the right of voting and of giving proxies, and all other advantages conferred on a sole Shareholder.

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

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

TRANSFER OF SHARES.

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 declination 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 transferor, 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, authorise 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 a transfer of any share in accordance with these Articles, and whether they abstain from so inquiring or do so inquire and are misled, the transferor shall have no claim whatsoever upon the Company in respect of the share, except for the dividends previously declared in respect thereof, but only, if at all, upon the transferee.

28. *Transfer Books when to be closed.*—The transfer books may be closed during the seven 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, and for such period as the Directors may from time to time determine, always provided it shall not be closed for more than thirty days in any one year.

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, 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, or 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 the 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 shares 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, *bonâ 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 share or of other shares held by such holder or joint-holders or otherwise, and whether due from any such holder individually or jointly with others, including all calls resolutions for which shall have been passed by the Directors although the times appointed for the payment thereof shall not have arrived, and where any share is held by more persons than one, the Company shall be entitled to the said charge or lien in respect of any money due to the Company from any of such persons. 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 Shareholders 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.

43. *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.

44. *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.

45. *Payments in anticipation of Calls and 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; and upon the moneys so paid in advance, or upon so much thereof from time to time and at any time thereafter, as exceeds the amount of the calls then made upon, and due in respect of the shares on account of which such advances are made, the Board may pay or allow interest at such rate as the Shareholders and the Directors may agree upon, not exceeding, however, six per cent. per annum.

BORROWING POWERS.

46. *Power to Borrow.*—The Directors may from time to time at their discretion borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed rupees twenty thousand (Rs. 20,000) only. With the sanction of a General Meeting, the Board shall be entitled to borrow such further sum or sums and at such rates of interest as such meeting shall determine. A certificate under the hands of one Director and the Secretary or two Directors, to the effect that in taking any loan the Directors are not exceeding their borrowing powers, shall be sufficient and binding on the Company and all concerned.

47. *Security for Repayment.*—For the purposes of securing the repayment of any such moneys so borrowed or raised, or for any other purposes, the Directors may create and issue any mortgages, debentures, debenture stock, bonds, or obligations of the Company charged upon all or any part of the undertaking, revenue, property, and rights of the Company (both present and future), including uncalled capital or unpaid calls, or by giving, accepting, or endorsing on behalf of the Company any promissory notes or bills of exchange. Any such securities may be issued either at par or at a premium or discount, and may from time to time be varied or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise.

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

GENERAL MEETINGS.

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

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

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

52. *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.

53. *Requisition to state object of Meeting; if Directors fail to call Meeting, 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.

54. *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 day, place, hour of meeting, and the object 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.

55. *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 whatsoever of which special mention shall have been given in the notice or notices upon which the meeting was convened.

56. *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.

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

58. *If Quorum not present.*—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.

59. *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 a Chairman.

60. *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.

61. *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.

62. *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.

63. *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 a 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.

64. *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.

65. *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.

66. *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.

67. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder shall have one vote only. In case of a poll 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 four hundred, beyond which shares will not carry votes.

68. *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.

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

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

71. *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.

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

73. *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.

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

The Clyde Tea Estates 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 my hand this _____ day of _____, one thousand eight hundred and _____.

75. *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.

76. *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.

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

DIRECTORS.

78. *Number of Directors.*—The number of Directors shall not be less than two nor more than three, but this clause shall be construed as being directory only, and the continuing Directors may act notwithstanding any number of vacancies.

79. *Their Qualification and Remuneration.*—The qualification of a Director shall be his holding in his own right at least twenty shares. As a remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding rupees one thousand two hundred 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.

80. *Appointment of First Directors, and duration of their Office.*—The first Directors shall be E. D. Harrison, Frank M. Laurie, and R. Lewis M. Brown, who shall hold office till the first Ordinary Meeting, when they shall all retire, but shall be eligible for re-election.

81. *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.

82. *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.

83. *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.

84. *Duration of Office of Directors appointed to Vacancy.*—Any casual vacancy occurring in the number of Directors subsequent to the first Ordinary Meeting may be filled up by the remaining 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.

85. *One to retire Annually.*—At the second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year, one of the Directors for the time being shall retire from office as provided in clause 86.

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

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

88. *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.

89. *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.

90. *If election not made, retiring Directors to continue until next Meeting.*—If at any meeting at which an election of a Director ought to take place the place of the retiring Director is not filled up, the retiring Directors 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.

91. *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.

92. *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.

93. *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.

94. *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.

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

96. *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 of 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.

97. *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 or 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.

98. 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 regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The generality of the powers conferred by any clause in these presents on the Director shall not be taken to be limited by any clause conferring any special or expressed power.

99. 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.

100. 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.

101. 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 appointment. 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 Directors 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 Directors 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.

102. 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.

103. 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.

104. *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.

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

106. *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.

107. *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.

108. *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.

109. *Acts of Board or Committees 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.

110. *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 committee respectively, or any regulation imposed by the Board.

111. *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.

112. *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, viz.:—

- (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.

113. *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.

114. *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.

115. *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.

116. *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.

117. *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.

118. *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.

119. *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.

120. *Declaration of Dividend.*—The Directors may, with the sanction of the Company in General Meeting, and from time to time, declare a dividend to be paid to the Shareholders in proportion to their shares, but no dividend shall be payable except out of net profit.

121. *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.

122. *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 they shall think fit, or place the same in fixed deposit in any bank or banks.

123. *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.

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

125. *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.

126. *Directors may deduct Debts 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.

127. *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 interest 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.

128. *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.

129. *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.

130. *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.

131. *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.

132. *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 appointments, or until otherwise ordered by a General Meeting.

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

134. *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.

135. *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.

136. *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.

137. *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.

138. *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.

139. *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.

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

141. *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 given to whichever of such persons is named first in the register of Shareholders, and notice so given shall be sufficient notice to all the holders of such shares.

142. *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.

143. *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.

144. *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.

145. *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.

146. *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, F. M. Laurie, W. F. Laurie, and G. H. H. Austen, have hereto set and subscribed their names at Balangoda the Twenty-eighth day of September, One thousand Eight hundred and Ninety-five; E. D. Harrison, Prior S. Palmer, and A. van Renen at Kalutara the Seventh day of October, One thousand Eight hundred and Ninety-five; and R. Lewis M. Brown, by his attorney Robt. Davidson, at Colombo the Twelfth day of October, One thousand Eight hundred and Ninety-five.

FRANK M. LAURIE.
WM. FORBES LAURIE,
By his attorney FRANK M. LAURIE.

G. H. H. AUSTEN,
By his attorney FRANK M. LAURIE.

Witness to above signatures this Twenty-eighth day of September, 1895:
P. C. YESUDIEN, Conductor, Maratenne, Bogawantalawa.

E. D. HARRISON.
PRIOR S. PALMER,
By his attorney A. VAN RENEN.

A. VAN RENEN.

Witness to above signatures this seventh day of October, 1895:
E. O. CLAESSEN, Arapolakande, Neboda.

R. LEWIS M. BROWE,
By his attorney ROBT. DAVIDSON

Witness to above signature:
V. A. JULIUS, Solicitor, Colombo.