Ceylon Government Gazette

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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.
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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 23, 1895.

BENGAL.—No. 176.

China Sea—Singapore—Singapore Main Strait—Beacons and Rock.

The British Admiralty has given notice (No. 474 of 1895) that information has been received from Captain W. H. Fawkes, H.M.S. Mercury, dated July 21, 1895, of the under-mentioned particulars relating to beacons and a rock among the islands in Singapore Main strait:—

(1) The beacon previously situated at the north-west extreme of Tree island (Po. Angup) reef; or in approximately lat. 1° 9′ 30″ N., long. 103° 39′ 35″ E., has disappeared.

(2) The beacon previously situated on the rock about half a mile south-eastward of Middle island (Po. Sabarut); or in approximately lat. 1° 12′ N., long 103° 48′ 35″ E., has disappeared.

(3) A coral reef, about half a cable in length north-west and south-east, and very narrow, with a depth of 2 to 3 ft. on it at low water springs, and deep water all round, lies N. 33° E., distant 2 cables, from the south point of Fresh-water island (Po. Bukum); or approximately in lat. 1° 13′ 55″ N., long. 103° 47′ 0″ E.

Two masonry beacons, each about 2 ft. above high water, and surmounted by a staff and cage 12 ft. high, and bearing N.W. by N. and S.E. by S. from each other, mark the extremes of this reef.

(4) Two similar beacons also mark the north-west and south-east sides of the isolated rock lying east, distant about 7 cables from the north point of Freshwater island; or approximately in lat. 1° 14′ 25″ N., long. 103° 46′ 40″ E.

Variation 2° easterly in 1895.

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

Calcutta, September 30, 1895.

BENGAL.—No. 177.

China Sea—Philippine Islands—Luzon Island, South Coast —Intended Group-flashing Light on Malabrigo Point.

The British Admiralty has given notice (No. 482 of 1895) that about October 1, 1895, a light will be exhibited from a lighthouse on Malabrigo point, south coast of Luzon island.

Malabrigo point light will be a group-flashing light, showing alternately two white flashes and one red flash, from an elevation of 185 ft. above the sea, and should be vissible in clear weather from a distance of 20 miles.

The lighthouse is a red brick tower, 48 ft. high, with a white lantern above the keeper's dwelling.

Position on Chart No. 2,577: lat. 13° 36′ N., long. 121° 15′ 50″ E.

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

Calcutta, September 30, 1895.

GOVERNMENT OF CHINA.

Kowloon District—Rock on North side of Channel inside the Lye-e-moon.

Notice is hereby given of the discovery, by the officer in charge of the Chines Revenue Launch Kwanfung, of a submerged rock, the least depth of water on which at low water spring tides is 11 ft.

The rock is situated on the north side of the channel, about 850 yards north-west of the N.W. point of the inner entrance of the Lye-e-moon, and about 320 yards from the point of land between Chong-Lui and Yau-Tong bays on the Chinese shore (Brit. Adm. Chart No. 1,466).

The following bearings were taken from the rock :—

N.W. extremity of Lye-e-moon on the Chinese side ...	S. 44° E.
Kung-Am point on the Hongkong side	S. 18° E.
Channel rocks, ...	N. 51° W.

N.B.—Vessels should not pass to the north or Chinese side of this rock.

The bearings are magnetic.

H. M. HILLIER,
Acting Commissioner, Kowloon and District.

Custom House,
Kowloon, September 11, 1895.

Kiungchow District—Hoihow Harbour Light.

Notice is hereby given that for the present and until further notice the Hoihow harbour light should not be relied upon.

C. J. PRICE,
Acting Harbour Master.

Custom House,
Kiungchow, September 11, 1895.

GOVERNMENT OF HONGKONG.

Approaches to Hongkong—Estinguishing of Cape d'Aguilar Light.

Notice is hereby given that on and after March 1, 1896, the light on Cape d' Aguilar (south-east extremity of Hongkong island) will be extinguished.

W. C. H. HASTINGS,
Acting Harbour Master, &c.

Harbour Department,
Hongkong, September 4, 1895.

GOVERNMENT OF JAPAN.

Japan—Pescadores Islands—Existence of Sunken Reef.

The transport ship Himeji Maru reports that she struck on an uncharted sunken reef lying 4½ miles W., ½ N of North island, northward of Pescadores islands. When struck, it was just a half tide, and the ship was drawing 17 ft.

Approximate position : lat. 23° 46′ N., long. 119° 30′ 45″ E.

Also breakers were seen near N.W. Outer shoal.

Japan—Seto Uchi—Mihara Seto—Eastern Entrance— Particulars of a doubtful Reef in Mekari Seto.

Referring to Notice to Mariners, No. 734 (1891) of 1895, on a doubtful reef in Mekari Seto, the following particulars have been received fram Lieutenant O. Ito of H.I.M.S. Hiyei :—

A sunken reef on which Chodayu beacon is erected extends 180 yards with the very irregular and uneven bottom northward from this beacon.

A doubtful reef on which the Yamato touched may be possibly the north end of the above reef, and the name "Yamato" is now given to this part.

Yamato reef with least depth of two fathoms on it, and 30 yards in length north and south, lies 180 yards N. by E. ¾ E. of Chodayu beacon, on the following marks :—

Chodayu beacon in line with Mitsu yama (1,350 ft.), Ikuchi-jima, with the north extreme of Ategi-jima a little open northward of Sasajima.

In clear weather this reef would be plainly vissible. As the north side of the reef is near the track of vessels, many soundings were taken, but no dangers were seen.

Korea—The Approaches to the Entrance to Daido (Ping Yang Inlet)—Existence of a Sandbank.

With reference to a sandbank found by H.I.M.S. Naniwa in an unserveyed part, northward of Choda island, a recent examination by H. I. M. S. Kaimon reports that the bank lies 4 1/10 miles distant from the east extreme of North island, in line joining the extreme island with the centre of a Sen gan southward of it, or approximately in lat. 38° 38′ N., long. 124° 48½′ E. on the present Naval charts, and extends three cables towards S.S.W. with 4¾ fathoms on it.

Captain K. KIMOTSUKI, I.N.,
Hydrographer.

Hydrographic Office,
Tokyo, Japan, July 27, 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 Sharebolders 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 versâ*.

Masculine and Feminine Gender.—Words importing the masculine gender only include the feminine, and *vice versâ*.

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 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 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, 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 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 captial or unpaid calls, or by giving, accepting, or endorseing 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 adjorn 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 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.

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 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.

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, artizans, 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 thereat 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 defecte

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 *primâ facie* evidence of the actual and regular passing off 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. YESUDIAN, Conductor, Maratenne, Bogawantalawa.

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

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.

MEMORANDUM OF ASSOCIATION OF THE RUANWELLA TEA COMPANY, LIMITED.

1. The name of the Company is "The Ruanwella Tea 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, or lease, or otherwise acquire any estate or estates, land or lands, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind whatsoever in the Island of Ceylon.

(*b*) To improve, plant, clear, cultivate, and develop any estate or estates or lands that may be purchased leased, or otherwise acquired, as tea estates, or with any other products, or in any other ways.

(*c*) To purchase or lease any lands either adjacent to any estate or estates or 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.

(*d*) To purchase tea leaf and (or) other raw products for manufacture, manipulation, and (or) sale.

(*e*) To manufacture tea leaf and (or) other products.

(*f*) To carry on the business of planters of tea and other products in all its branches.

(*g*) To borrow or receive money in loan for the above purposes or any of them, and for repayment of all or any of the moneys so borrowed, and the securing thereof upon mortgage, debenture bonds, 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 part of the Company's property or assets, movable or immovable, real or personal, or on the subscribed capital of the Company called or uncalled.

(*h*) To sell, lease, mortgage, exchange, or otherwise deal with all or any of the estates, lands, property, and effects, immovable and movable, of the Company or any part or parts thereof respectively.

(*i*) 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 Seven hundred and fifty thousand rupees (Rs. 750,000), divided into Seven thousand five hundred shares of Rs. 100 each. 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.
A. MELVILLE WHITE, Relugas, Madulkele	One
G. W. CARLYON, Colombo	One
T. J. ANDERSON, Colombo	One
C. E. H. SYMONS, Colombo	One
G. H. ALSTON, Colombo	One
C. J. DONALD, Colombo	One
C. A. LEECHMAN, Colombo	One

Witness :

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

Dated at Colombo this 23rd day of October, 1895.

ARTICLES OF ASSOCIATION OF THE RUANWELLA TEA 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 resolution.

2. 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.

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 Directors may from time to time make such calls upon the Shareholders in respect of all moneys unpaid on their shares as the Directors may think fit; and they may also 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; and each Shareholder shall be liable to pay the amount of calls so made to the persons and at the time and place appointed by the Directors. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed.

5. If before or on the day appointed for payment any Shareholder does not pay the amount for which he is liable, then such Shareholder shall be liable to pay interest on 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.

6. 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. Provided also that the Directors may at their discretion allot any unissued shares in payment for any estates or lands acquired by the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

7. 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.

8. Every Shareholder shall 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.

9. If such certificate is worn out or lost, it may be renewed on payment of fifty cents per share.

TRANSFER OF SHARES.

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

11. The fee payable to the Company for the registration of a transfer shall be two rupees and fifty cents.

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

13. 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.

TRANSMISSION OF SHARES.

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

15. 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.

16. 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.

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

18. 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 transferor, 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.

FORFEITURE OF SHARES.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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. Provided that the Directors may at their discretion allot any such new shares in payment for any estates or lands acquired by the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

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

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 or 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, estates, and assets, but so that the sum so to be borrowed shall not at any one time exceed the sum of Fifty thousand rupees (Rs. 50,000). Provided that nothing herein contained shall be held to prevent the Directors procuring from time to time, in the usual course of business, such temporary advances on the produce of the estates of the Company as they may find it to be necessary or expedient for the purpose of defraying the expenses of working or developing the said estates.

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 or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors; and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it 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 requisitionist 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. Fourteen 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 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 holding in the aggregate not less than one-tenth of the capital for the time being subscribed for.

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 appoint any one of the Directors who may be present to be Chairman, and in the event of no Director being present, the Shareholders shall then 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 lands, or any of them, or any portion thereof respectively, 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 (except as provided for in the Article immediately following) have one vote for every one share held by him up to three. He shall have an additional vote for every two shares beyond the first three up to seven, and an additional vote for every three shares held by him beyond the first seven up to ten, and an additional vote for every five shares beyond the first ten up to fifty, and an additional vote for every fifty shares beyond the first fifty.

45. When voting on a resolution involving the sale of the Company's estates or lands, or any of them, or any portion thereof respectively, or the winding up of the Company, every Shareholder shall have one vote for every share held by him.

46. If any Shareholder is a lunatic or idiot or prodigal, 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.

47. 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.

48. 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, or person acquiring by marriage, shall be entitled to vote at any meeting held after the expiration of three months from the registration of the Company in respect of any share which he has acquired by transfer, unless he has been possessed of the share in respect of which he claims to vote at least three months previously to the time of holding the meeting at which he proposes to vote.

49. 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.

50. 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 three months from the date of its execution.

DIRECTORS.

51. The qualification of a Director shall be holding not less than fifty fully paid up shares of the Company.

52. The number of Directors shall not be less than three nor more than five ; but this clause shall be construed as being directory only, and the continuing Directors may act notwithstanding any number of vacancies.

53. The first Directors shall be Alexander Melville White of Madulkele, Eric Sutherland Anderson of Dikoya, and Gerald Winstanley Carlyon of Colombo, and they 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 1897.

54. As a remuneration for their services the Directors shall be entitled to appropriate annually a sum not exceeding Rs. 3,000, 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.

55. 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.

56. The Directors shall have power to purchase and (or) take on lease any estates, lands, or property for and on behalf of the Company at or for such price or prices, and (or) for such rent or rents, and under such title and upon such terms and conditions as the Directors shall think fit and proper. The Directors shall also have power at any time, or from time to time, to lease any part or parts, not exceeding twenty acres in the whole or in the aggregate, of the estates, lands, or property of the Company, for such period or periods, at such rent or rents, and under or upon such terms and conditions as the Directors shall think fit or proper.

57. 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 period and on such terms as the Directors shall think fit ; 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 registration of the Company, the purchase of the said estates and the cultivation thereof, and otherwise in or about the working and business of the Company. And the Directors may proceed to carry on the business of the Company and to employ and apply its capital as soon after the registration of the Company as they in their discretion shall think fit, and notwithstanding that the whole of the shares shall not have been subscribed or applied for or allotted, and they shall do so as soon as in the judgment of the Directors a sufficient number of shares has been subscribed to render it desirable for them to do so.

58. 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.

59. The Directors also 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 shall appoint, to draw, accept, make, endorse, sign, and enter into cheques, bills of exchange, and promissory notes, bonds, mortgages, proxies to any proctor or proctors, contracts or agreements on behalf and for the purposes of the Company. They shall also have power to temporarily invest funds of the Company upon Ceylon or Indian Government securities, or by way of loan or loans to other public company or public companies registered in Ceylon, as they may think fit.

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

61. 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.

62. 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 the liquidation of his affairs by arrangement of, or composition with, his creditors.

63. 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.

64. At the first Ordinary Meeting of the Company to be held in the year 1897 all the Directors shall retire ; and at the first Ordinary Meeting in every subsequent year one-third of the Directors for the time being, or if their number is not a multiple of three, then the number next below one-third, shall retire from office.

65. 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.

66. 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.

67 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.

68. 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.

69. 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.

70. 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.

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

72. 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.

73. 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.

74. And any such minutes 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.

75. 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.

76. 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, and they may, if they think fit, without reference to the Company in General Meeting, determine on and declare an interim dividend or dividends to be paid to the Shareholders on account and in anticipation of the dividend of the year.

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

78. 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.

79. 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.

80. 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.

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

ACCOUNTS.

82. 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.

83. 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 expenses 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.

84. 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.

85. 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.

86. 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.

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

88. 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.

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

90. 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.

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

92. 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.

93. 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.

94. 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.

95. Every Auditor shall have a list delivered to him of all books kept by the Company, and he shall at all reasonable times 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.

96. 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 explanations or information from the Directors, whether such explanations or information 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.

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

98. 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.

99. 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 be dead, unless and until his executors or administrators shall have given notice to the Managing Director or Secretary or Secretaries of the Company of some address in Ceylon.

100. 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.

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

102. 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 at Colombo this Twenty-third day of October, One thousand Eight hundred and Ninety-five.

A. MELVILLE WHITE.
G. W. CARLYON.
T. J. ANDERSON.
C. E. H. SYMONS.
G. H. ALSTON.
C. J. DONALD.
C. A. LEECHMAN.

Witness:

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

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MEMORANDUM OF ASSOCIATION OF THE UDABAGE COMPANY, LIMITED.

1. THE name of the Company is "The Udabage Company, Limited."

2. The registered office of this Company is to be established in Colombo, Ceylon.

3. The objects for which this Company is established are—

(1) To acquire the Udabage estate situated in the Kelani Valley of the Island of Ceylon.

(2) To farm, manufacture, or cultivate tea, and (or) any other products or trees, plants, or crops which may hereafter be approved, and either on the said estates or elsewhere within or beyond the limits of Ceylon, and to prepare, manufacture, treat, or make marketable the produce of any such farming or cultivation, or any like produce, and to sell, ship, and dispose of such produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.

(3) To purchase tea leaf and (or) other raw products for manufacture, manipulation, or sale.

(4) To purchase, take on lease, or in exchange hire, or otherwise acquire any property, real or personal, movable or immovable, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret) which may be thought necessary or convenient for the purpose of this Company's business, and to erect, construct, maintain, and alter any buildings, machinery, plant, roads, ways, or other works, communications, or things for the like purpose, and to sell, manage, improve, develop, lease, or dispose of, or otherwise deal with all or any part of the property owned or occupied by this Company.

(5) To employ, maintain, provide for, and dismiss cooly and other labourers and servants, and to remunerate any such labourers or servants as shall be thought fit, and in particular to grant pensions or gratuities to any servant or his widow or children.

(6) To raise money for the purposes of this Company by mortgage or otherwise as shall be thought fit, and in particular by the issue of debentures or bonds to bearer or otherwise, and either charged upon all or any part of this Company's present or future property, including uncalled capital, or not so charged, and to draw, make, accept, and endorse bills, notes, and other negotiable instruments, and to furnish goods and money on credit to any person, and in particular to customers.

(7) To procure this Company to be registered or incorporated if and when necessary in Ceylon and elsewhere.

(8) To enter into partnership or any arrangement for sharing profits, union of interests, or co-operation with any person or Company carrying on, or about to carry on, any business hereby authorized, or any business or transaction capable of being conducted so as to benefit this Company directly or indirectly, and to take or otherwise acquire and hold shares, stocks, debentures, or securities in or of any such other Company.

(9) To amalgamate with any other Company having objects altogether or in part similar to this Company.

(10) To sell the undertaking of this Company or any part thereof for such consideration as this Company shall think fit, and in particular for shares, stock, debentures, or securities of any other Company.

(11) 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 capital of this Company is Rs. 300,000, divided into three thousand shares of 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 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.
F. MACINDOE, Colombo	One
G. J. JAMESON, Colombo, by his attorney F. MACINDOE	One
E. R. WALDOCK, Colombo	One
H. M. WALDOCK, Colombo	One
F. M. DAWSON, Colombo	One
F. A. FAIRLIE, Hatton, by his attorney J. N. CAMPBELL	One
J. N. CAMPBELL, Hatton	One

Witness to the above signatures :

V. A. JULIUS, Colombo, Solicitor.

Dated the 15th day of October, 1895.

ARTICLES OF ASSOCIATION OF THE UDABAGE 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 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 :—

Company.—The word "Company" means "The Udabage 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 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 versâ*.

Masculine and Feminine Gender.—Words importing the masculine gender only include the feminine, and *vice versâ*.

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 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.

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; 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 the 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 persons 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 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 transferree 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 transferror, and a fee of one rupee, 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 transferree 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 transferrees 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 transferror 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 transferree.

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, 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 shares, 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 the 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 *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 shares or of other shares held by such holder or joint-holders or otherwise, and whether due from any such holder individually or jointly with others, including all calls, resolutions for which shall have been passed by the Directors, although the times appointed for the payment thereof shall not have arrived ; and where any share is held by more persons than one, the Company shall be entitled to the said charge or lien in respect of any money due to the Company from any of such persons. 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 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 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 ; 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 moneys 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 rate 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, drawing, 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 Meeting.*—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 place, day, 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 by some member present and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number 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 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 some Shareholder present at the meeting and entitled to vote, the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and 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 member shall have one vote only. In case of a poll every Shareholder shall have one vote for every share up to ten and an additional vote for every five shares beyond the first ten up to one hundred, and an additional vote for every ten shares held by him beyond the first hundred.

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 Udabage 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 never be less than two nor more than five, but this clause shall be construed as being directory only, and the continuing Directors may act notwithstanding any number of vacancies.

79. *Their Qualification and Remuneration.*—The qualification of a Director shall be his holding in his own right at least ten 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 One thousand Five 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 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 John Norman Campbell, Flowerdew Macindoe, and Richard Phineas Hudson, 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 and Visiting Agent or Agents 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 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 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.

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 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.

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 numbe 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 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.

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, Visiting Agent, 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.

93. *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.

94. *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.

95. *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.

96. *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.

97. 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, artizans, 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 Directors shall not be taken to be limited by any clause conferring any special or expressed power.

98. 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.

99. 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 promisory notes, bills of lading, receipts, contracts, and agreements, and other documents on behalf and for the purpose of the Company, also proxy or proxies to any proctor or proctors.

100. 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 excerciseable 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 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.

101. 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, estates, 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.

102. 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.

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

104. *A Director may summon Meeting of Directors.*—A Director may at any time summon a meeting of Directors.

105. *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.

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

107. *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.

108. *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.

109. *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.

110. *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.

111. *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, *vide licet*:—

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

112. *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 *primâ 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.

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

ACCOUNTS.

114. *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.

115. *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.

116. *Statement of Accounts and Balance Sheet to be furnished to General Meeting.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the 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.

117. *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.

118. *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.

119. *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 their shares, but no dividend shall be payable except out of net profits.

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

121. *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.

122. *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 purposes of the Company which they from time to time deem expedient.

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

124. *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.

125. *Directors may deduct Debt from the Dividend.*—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.

126. *Notice of Dividend; Forfeiture of unclaimed Dividend.*—Notice of all interest or dividend to become payable shall be given to each Shareholder entitled thereto, and all interest or dividend 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.

127. *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.

128. *Joint-holders other than 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.

129. *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.

130. *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.

131. *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.

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

133. *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 time be varied by a General Meeting.

134. *Casual vacancy in number of Auditors how filled up.*—If any vacancy that may occur in the office of Auditors 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.

135. *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.

136. *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.

137. *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.

138. *Shareholder 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.

139. *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.

140. *Notice to Joint-holders of Shares other than a Firm.*—All notices directed to be given to Shareholder 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.

141. *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.

142. *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.

143. *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.

144. *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.

145. *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 this Fifteenth day of October, One thousand Eight hundred and Ninety-five.

F. MACINDOE.
G. J. JAMESON.
By his attorney F. MACINDOE.
E. R. WALDOCK.
H. M. WALDOCK.
F. M. DAWSON.
F. A. FAIRLIE.
By his attorney J. N. CAMPBELL.
J. N. CAMPBELL.

Witness to the above signatures:
V. A. JULIUS, Colombo, Solicitor.

MEMORANDUM OF ASSOCIATION OF THE CEYLON HILLS TEA ESTATES COMPANY, LIMITED.

1. The name of the Company is "The Ceylon Hills Tea Estates Company, Limited."

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

3. The objects for which the Company is established are—

(1) To purchase or otherwise acquire the Hardenhuish estate in Lower Dikoya, and the Gallawatte Laxapanagalle, and Ella-oya estates in Lower Maskeliya, or any one or more of them, or any part or parts thereof.

(2) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trademark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works, or methods of communication.

(3) To engage, employ, maintain, provide for, and dismiss superintendents, managers, clerks, coolies, and other labourers and servants, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such, or the widow or children of any such.

(4) To clear, open, plant, cultivate, and improve the said estates or any portions thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof as a tea estate or tea estates, or with any other products, trees plants, or crops that may be approved by the Company.

To otherwise improve and develop the same.

(5) To prepare, manufacture, treat, and make marketable, tea, and (or) other crops or produce, and to sell, ship, and dispose of such tea crops and produce, either raw or manufactured, at such times and places, and in such manner as shall be deemed expedient.

(6) To purchase tea leaf and (or) other raw products for manufacture, manipulation, and sale, and to manufacture, manipulate, and sell the same.

(7) To carry on the business of manufacturers, growers, planters, and exporters of tea and other products in all their branches, on behalf of the Company, or as agents for others, and on commission or otherwise.

(8) To establish and maintain in the United Kingdom, in Ceylon, or elsewhere, stores, shops, places for the sale of tea, coffee, cocoa, and other articles of food, drink, or refreshment, wholesale or retail.

(9) To establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof.

(10) To let, lease, exchange, or mortgage the Company's lands, buildings, or other property or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other Company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.

(11) To borrow or receive on loan money for the purposes of the Company upon the security of cash credit bonds or of hypothecations or mortgages of the Company's property, or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock or bonds, to bearer, or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.

(12) To draw, make, accept, and endorse bills of exchange, notes, and other negotiable instruments for the purposes of the Company.

(13) 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 persons, Company or Companies already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part, similar or analogous, or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly of indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon, either in money, or in shares, or bonds, or otherwise, and to hold any shares, stock, or other interest in any such Company, and to promote the formation of any such Company.

(14) To amalgamate with any other Company having objects altogether or in part similar to this Company.

(15) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or persons, Company or Companies 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.

(16) To sell the property, business, or undertaking of the Company or any part or parts thereof for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other Company.

(17) To procure the Company to be registered or incorporated in Ceylon, and if and when necessary elsewhere.

(18) To do all such other things as are incidental or conducive to the attainment of the above object or any of them.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is one million rupees, divided into ten thousand shares of one hundred rupees each (of which three hundred and twenty-five thousand rupees 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 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.
V. A. JULIUS, Colombo	One
W. B. KINGSBURY, Colombo	One
HENRY BOIS, Colombo	One
G. W. CARLYON, Colombo	One
GILBERT F. TRAILL, Colombo	One
W. W. KENNY, Colombo	One
F. S. RASHLEIGH, Colombo	One

Witness to the above signatures :

FRANK LIESCHING,
Proctor, Supreme Court, Colombo.

Dated the 23rd day of October, 1895.

ARTICLES OF ASSOCIATION OF THE CEYLON HILLS TEA ESTATES COMPANY, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

The word "Company" means "The Ceylon Hills Tea Estates Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

"Shareholder" means a Shareholder of the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

4. The 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.

5. 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.

6. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital of the Company by the creation of new shares, of such amounts per share and in the aggregate as such resolution shall direct; and they shall have power to add to such new shares such an amount of premium as may be considered expedient.

7. 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 of voting.

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

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

10. The Directors may in like manner, and with like sanction, reduce the capital of the Company.

SHARES.

11. The shares, except when otherwise provided, shall be alloted at the discretion of, and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper.

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

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

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

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

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

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 34 to become a Shareholder in respect of any share.

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

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

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

21. The Directors may, if they think fit, receive from any of the Shareholders willing to advance the same, all or any part of the moneys due upon their respective shares beyond the sums actually called up, and upon the moneys so paid in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company shall pay interest at such rate as the Shareholders paying such sum in advance and the Directors agree upon.

CALLS.

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

30. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferror, and a fee of two rupees and fifty cents, or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer, upon payment whereof the Directors, subject to the powers vested in them by Articles 29 and 31, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

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

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

36. If any person who shall become entitled to be registered in respect of any share under clause 35 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if, in the case of the death of any Shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the 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.

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money, for the deficit, as they shall think fit, not being less than nine per 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 40 hereof, shall be redeemable after sale or disposal.

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

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

45. The 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.

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

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

BORROWING POWERS.

48. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained, from the Company's estates as they

may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed twenty thousand rupees.

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

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

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

52. 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.

53. 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.

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

55. 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.

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

57. 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.

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

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

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

61. 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 thereat by the Directors, and to pass resolutions, in approval or disapproval thereof, and to declare dividends, and to elect Directors and Auditors in the place of those retiring by rotation, and to fix the remuneration of the Auditors; and shall also be competent to enter upon, discuss, and transact any business whatsoever of which special mention shall have been given in the notice or notices upon which the meeting was convened.

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

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

64. 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.

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

73. On a show of hands every member shall have one vote only. In case of a poll every Shareholder shall have one vote for every share held by him up to ten, and an additional vote for every ten shares beyond the first ten up to one hundred, and an additional vote for every fifty shares held by him beyond the first hundred.

74. 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.

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

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

77. No Shareholder, who has not been duly registered as such for three months previous to the General Meeting, shall be entitled to be present and to speak and vote at any meeting.

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

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

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

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

The Ceylon Hills 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 ———.

81. 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.

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

DIRECTORS.

83. The number of Directors shall never be less than two nor more than five, but this clause shall be construed as being directory only, and the continuing Directors may act notwithstanding any number of vacancies.

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

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

84. The first Directors shall be Gilbert Francis Traill, George Chapman Walker, William Walker Kenny, and Frank Liesching, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

85. One or more of the Directors may be appointed by the Directors to act as Managing Director or Managing Directors and (or) visiting agent or agents of the Company, for such time and on such terms as the Directors may determine or may fix by agreement with the person or persons appointed to the office, and they may from time to time revoke such appointment and appoint another or other Managing Director or Managing Directors and (or) visiting agent or agents.

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

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

ROTATION OF DIRECTORS.

86. At the first Ordinary General Meeting of the Company to be held in the year 1896 all the Directors shall retire from office, and at the first Ordinary General Meeting in every subsequent year, one of the Directors for the time being shall retire from office as provided in clause 87.

87. 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.

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

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

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

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

93. 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 General Meeting in the next year, and so on from meeting to meeting until his place is filled up, unless it shall be determined at such meeting to reduce the number of Directors.

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

98. The office of a 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.

Provided that no Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with or done any work for the company of which he is a Director, or by his being agent, or secretary, or solicitor, or by his being a member of a firm who are agents, or secretaries, or solicitors of the company; nevertheless he shall not vote in respect of any contract work or business in which he may be personally interested.

POWERS OF DIRECTORS.

99. The Directors shall have power to carry into effect the purchase of the Hardenhuish, Gallawatte, Laxapanagalla, and Ella-oya estates, or any one or more of them, or part or parts thereof; and the lease, purchase, or acquisition of any other lands, estates, or property they may think fit, or any share or shares of such.

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

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

102. The Directors shall exercise in the name and on behalf of the Company all such powers of the Company as are not expressly required to be exercised by the Company in General Meeting, and shall generally do all such acts and things as are or shall be by any Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by any Ordinance or by these presents required to be exercised or done by the Company in General Meeting, subject, nevertheless, to the provisions of any such 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 Directors shall not be taken to be limited by any clause conferring any special or expressed power.

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

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

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

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

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

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

(*b*) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the award.

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

(*d*) To act on behalf of the Company in all matters relating to bankrupts and insolvents, with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.

(*e*) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investments.

(*f*) To delegate to any one or more of the Directors of the Company for the time being, or any other person or Company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in the substitution for all or any of the powers of the Directors in that behalf and from time to time to revoke, withdraw, alter or vary all or any of such powers. The Directors may allow to any person or Company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

PROCEEDINGS OF DIRECTORS.

108. 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.

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

110. 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.

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

112. 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.

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

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

115. 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.

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

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

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

ACCOUNTS.

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

119. 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 or any of them shall be open to the inspection of the Shareholders, and no Shareholder shall have any right of inspecting any account, or book, or document of the Company except as conferred by statute or authorized by the Directors, or by a resolution of the Company in General Meeting.

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

121. The statement so made shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived, and the amount of gross expenditure, distinguishing the expense of the establishment, salaries, and other heads of expenditure. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting, and in case where any item of expenditure which may in fariness 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.

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

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

124. 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.

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

AUDIT.

126. No person shall be eligible as an auditor who is interested otherwise than as a Seareholder 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.

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

128. 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. Retiring auditors shall be eligibe for re-election.

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

135. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund, and shall invest the same in such securities as they may, with the sanction of the Company, select, or shall place the same in fixed deposit in any bank or banks.

136. 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 of the Company, or for the repair or renewal, or extension of the property or plant of the Company or any part thereof, or for any other purposes connected with the interests of the Company that they may from time to time deem expedient.

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

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

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

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

141. 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.

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

NOTICES.

143. Notices from the Company may be authenticated by the signature (printed or written) of the agent or secretary, agents or secretaries, or persons appointed by the Board to authenticate the same.

144. 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.

145. A notice may be served by the Company upon any Shareholder, either personally or by being sent 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, notwithstanding that the Shareholder to whom such notice is addressed be dead, unless his executors or administrators shall have given to the Directors or to the agent or secretary or agents or secretaries of the Company their own or some other address to which notices may be sent.

146. 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.

147. 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.

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

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

ARBITRATION.

149. 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.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Colombo, this Twenty-third day of October, 1895.

V. A. JULIUS.
W. B. KINGSBURY.
HENRY BOIS.
G. W. CARLYON.
GILBERT F. TRAILL.
W. W. KENNY.
F. S. RASHLEIGH.

Witness to the above signatures :
FRANK LIESCHING, Proctor, Supreme Court, Colombo.

The Wharf and Warehouse Company, Limited.

I HEREBY give notice that the under-mentioned Goods, which have been lying in the Company's premises for periods exceeding the times prescribed in section 15 of the Wharf and Warehouse Company's Ordinance, No. 10 of 1876, and have become liable to pay rates, charges, and rent to the Company (particulars of which can be had on application to me) will, in pursuance of the power by the said section given to the Company, be sold by public auction on Monday, November 18, 1895, at 12 o'clock noon, at the Company's Leyden Bastion and Wharf premises, and the proceeds sale thereof applied in the manner directed by the said section and by the Customs Ordinance.

Date of Landing.	Entry No. and Date.	Vessel.	Whence.	Marks and Numbers.	Description.
1894.	1894.		WHARF BONDED WAREHOUSE.		
July 3	46 of Aug. 30	Coromandel ...	London ...	A. Morton ..	1 case
1895.	1895.				
March 2	19 of Mar. 14	Kerbella ...	Calcutta ...	D A ...	100 bundles palmirah fibre
May 21	25 of Oct. 10	Culna ...	do. ...	B R ...	1 bag sweepings
Do. 30	78 of Aug. 29	Cheshire ...	Rangoon ...	11 in a diamond, I L N O ...	1 barrel cement
June 15	80 of July 25	Goorkha ...	London ...	Nil ...	1 barrel
Do. 17	28 of July 12	Chyebassa ...	Bombay ...	C H A H H ...	1 bag rice
Do. 17	29 of July 12	do. ...	do. ...	Various ...	3 do.
Do. 17	30 of July 12	do. ...	do. ...	M M ...	1 do.
Do. 17	31 of July 12	do. ...	do. ...	C H M F B R ...	3 do.
Do. 17	32 of July 12	do. ...	do. ...	K S J N ...	4 do.
Do. 17	33 of July 12	do. ...	do. ..	D V S ...	1 do.
Do. 19	54 of Sept. 23	Nawab ...	do. ...	Various ...	4 bags grain
July 1	23 of Sept. 12	Ameer ...	Calcutta ...	Various ...	17 bags rice
Do. 2	30 of Sept. 17	Nizam ...	Bombay ...	A L ...	1 bag beans
Do. 2	46 of Sept. 20	do. ...	do. ...	P D S, Galle ...	1 case
Do. 2	47 of Sept. 20	do. ...	do. ...	Nil ...	1 bag wheat
Do. 2	72 of Sept. 28	Rajpootana ...	do. ...	Nil ...	1 bag rice
Do. 2	73 of Sept. 28	do. ...	do. ...	Nil ..	2 bundles fish
Do. 5	5 of Aug. 7	Kohinoor ...	Calcutta ...	Various ...	5 bags grain
Do. 5	6 of Aug. 7	do. ...	do. ...	Various ...	10 bags rice
Do. 15	81 of July 21	Malacca ...	do. ...	Wijeratna & Co. ...	1 parcel
Do. 18	44 of Sept. 20	Nadir ...	Bombay ...	S K S ...	10 bags beans
Do. 18	45 of Sept. 20	do. ...	do. ...	N P L S ...	1 bag gram
Do. 18	85 of July 29	do. ...	do. ...	N P R ..	11 do.
Do. 19	1 of Aug. 2	India ...	Australia ...	Nil ...	2 bags cut hay
Do. 19	31 of Sept. 17	Chyebassa ...	Bombay ...	Nil ...	2 bags
Do. 24	16 of Sept. 6	Rewa ...	London ...	W C W G in a diamond, 1189...	1 case
Do. 24	17 of Sept. 6	do. ...	do. ...	Nil ..	1 do.
Do. 26	12 of Oct. 7	Khandalla ...	Bombay ...	Babassa Sakharam & Co. ...	1 do.
Do. 29	22 of Sept. 11	Pindari ...	Calcutta ...	Nil	2 bags rice
August 7	36 of Aug. 21	Ophir ...	Australia ...	Colonial Secretary ...	1 parcel
Do. 9	44 of Aug. 21	Africa ...	Calcutta ...	P. Orr & Sons ...	1 case
Do. 15	68 of Sept. 28	Nawab ...	Bombay ..	Various ...	13 bags rice
Do. 15	69 of Sept. 28	do. ...	do. ...	do. ...	5 bags grain
Do. 16	14 of Sept. 5	Oldenberg ...	Bremen ...	T in a triangle, M K ...	1 case
1895		No. 1	TRANSIT WAREHOUSE.		
January 11	—	Dunera ...	London ...	Nil ...	3 drums, empty
Do. 11	—	do. ...	do. ...	Nil ...	1 keg putty
Do. 11	—	do. ...	do. ...	Nil ...	2 barrels, empty
March 7	—	Mombassa ...	do. ...	S O S O ...	1 drum, empty
Do. 7	—	do. ...	do. ...	do. ...	1 stool
April 20	—	Dunera ...	do. ...	do. ...	5 drums, empty
Do. 20	—	do. ...	do. ...	do. ...	2 drums, oil
Do. 20	—	do. ...	do. ...	3,199 in a diamond ...	1 drum, empty
Do. 20	—	do. ...	do. ...	do. ...	1 drum, oil
Do. 20	—	do. ...	do. ...	25 in a diamond ...	1 do.
Do. 20	—	do. ...	do. ...	do. ...	1 drum, empty
May 6	—	Shannon ...	Calcutta ...	Nil ...	1 cask
Do. 6	—	do. ...	do. ...	C ⋀ A ...	1 drum
Do. 26	—	Shropshire ...	Liverpool ...	P in a diamond, B C ...	1 case
Do. 26	—	do. ...	do. ...	Nil ...	3 bundles hoop iron
Do. 30	—	Manora ...	London ...	Schulze Bros. ...	1 tin
Do. 30	—	do. ...	do. ...	Nil ...	1 barrel
Do. 30	—	do. ...	do. ...	Nil ...	3 barrels, empty
June 6	—	Hohenstaufen	Bremen ...	J. Mc. L. & Co. ...	1 case
Do. 6	—	do. ...	do. ...	Nil ...	2 tins, empty
Do. 6	—	do. ...	do. ...	Nil ...	1 case
Do. 13	—	Goorkha ...	London ...	Nil ...	1 barrel, empty
Do. 13	—	do. ...	do. ...	B B in a diamond, P. B. & Co....	2 cases tea lead
Do. 13	—	do. ...	do. ...	Nil ...	5 sheets iron
July 2	—	Golconda ...	do. ...	K K L in a diamond & triangle	1 drum
Do. 2	—	do. ...	do. ...	Nil ...	8 bundles iron

Date of Landing.	Entry No. and Date.	Vessel.	Whence.	Marks and Numbers.	Description.
1895.					
July 2	—	Golconda ...	London ...	Nil ...	2 bars iron
Do. 2	—	do. ...	do. ...	Nil ...	12 sheets galvanized iron
Do. 2	—	do. ...	do. ...	Nil ...	3 bundles hoop iron
Do. 2	—	do. ...	do. ...	J P in a diamond, C ...	1 cask
Do. 2	—	do. ...	do. ...	C C L in a diamond & triangle	1 barrel cement
Do. 7	—	Brindisi ...	China ...	Seyfforth ...	1 parcel
Do. 23	—	Rewa ...	London ...	Nil ...	4 bundles iron
Do. 23	—	do. ...	do. ...	Nil ...	65 bricks
August 26	—	Massilia ..	do. ...	Nil ...	1 bundle hoop iron
			No. 2 TRANSIT WAREHOUSE.		
February 2	—	Chusan ...	London ...	Co in a diamond ...	4 cases
May 8	—	Ganges ...	China ...	Gordon ...	1 trunk
Do. 8	—	do. ...	do. ...	Nil ...	1 bag sugar
Do. 23	—	Prinz Henrich	Bremen ...	Nil ...	1 case
June 16	—	Lancashire ...	Liverpool ...	Nil ...	1 bundle hoop iron
Do. 16	—	do. ...	do. ...	Nil ...	1 bundle oil shooks
Do. 21	—	Malacca ...	London ...	W Y & Co ...	3 barrels
Do. 21	—	do. ...	do. ...	Nil ...	2 barrels, empty
Do. 21	—	do. ...	do. ...	Nil ...	1 keg
Do. 21	—	do. ...	do. ...	W C M E	1 barrel
July 8	—	Staffordshire	Liverpool ...	Nil ...	2 bundles hoop iron
Do. 28	—	Yorkshire ...	do. ...	Nil ...	72 pickaxes
Do. 31	—	Malta ...	London ...	Col. Hotels ...	2 casks, empty
Do. 31	—	do. ...	do. ...	M & C ...	2 drums, empty
Do. 31	—	do. ...	do. ...	Nil ...	1 barrel cement
Do. 31	—	do. ...	do. ...	Nil ...	1 barrel, empty
1894.			NEW IRON SHED.		
Sept. 25	—	Ceylon ...	Calcutta ...	Various ..	5 bags rice
March 26	—	Rajpootana ...	do. ...	Nil ...	1 piece iron
1895.					
May 27	—	Arroya ...	Japan ...	W in a diamond T B ...	1 bundle tea shooks
Do. 31	—	Booldana ...	Bombay ...	Nil or J E ...	3 cases ghee
June 11	—	Baria ...	Calcutta ...	Various ...	4 bags rice
Do. 17	—	Ormston ...	Japan ...	Nil ...	1 bundle tea shooks
Do. 20	—	Shropshire ...	Rangoon ...	A ...	1 teak log
Do. 27	—	Manora ...	Calcutta ...	A E in a diamond ...	1 case
July 8	—	Azamore ...	Japan ...	Nil ...	1 bundle tea shooks
Do. 15	—	Mallacca ...	Calcutta ...	Nil ...	1 do.
			OLD EXPORT WAREHOUSE.		
August 7	—	Rajpootana ...	Calcutta ...	Nil ...	438 bags coal
Sept. 3	—	Sirdhana ...	Bombay ...	K M K ...	1 basket onions
			No. 1 GRAIN SHED.		
March 15	—	Musician ...	Calcutta ...	Various ...	4 bags rice
May 28	—	Rajpootana ...	do. ...	T & S in a diamond, Bombay...	1 case matches
Do. 30	—	Colaba ...	Rangoon ...	B B T C L or Nil ...	320 pieces staves
June 13	—	Nurani ...	Calcutta ...	Various ...	6 bags rice
Do. 22	—	Culna ...	Bombay ...	Nil ...	1 bundle grain
			No. 2 GRAIN SHED.		
May 29	—	Avoca ...	Calcutta ...	O H M S ...	1 case
July 8	—	Chanda ...	Bombay ...	Nil ...	1 bundle fish
Do. 19	—	Navab ...	Calcutta ...	Various ...	8 bags rice

For the Wharf and Warehouse Company, Limited,

EDW. BOOTH,
Manager.

Colombo, October 22, 1895.

NOTICE is hereby given that the Second Ordinary General Meeting of the Putupaula Tea Estate Company, Limited, will be held at the registered office of the Company, No. 2, Prince street, Fort, Colombo, at noon on November 13, 1895.

p. pro. AITKEN, SPENCE & Co.,
GORDON SPENCE,
Agents and Secretaries.

Colombo, October 18, 1895.

THE Transfer Books of the Eadella Estates Company, Limited, will be closed from October 25 to 31, 1895.

By order of Board,

J. MUNTON,
Secretary.

Kandy, October 21, 1895.

In the Matter of the Straits Fire Insurance Company, Limited, in Liquidation.

In the Matter of the Companies' Ordinance, 1889.

PURSUANT to an Order of the Supreme Court of the Straits Settlements Settlement of Singapore made on the 3rd day of October, 1895, notice is hereby given that the creditors of the above-named Company are required, on or before the 31st day of January, 1896, to send their names and addresses, and the particulars of their debts or claims, and the names and addresss of their solicitors (if any) to Messrs. Donaldson & Burkinshaw, of No. 19, Collyer Quay, Singapore, Straits Settlements, the solicitors for the liquidators of the said Company; and if so required by notice in writing from the said liquidators by their solicitors such creditors are to come in and prove their said debts or claims before a Judge in Chambers in the said Court, at such time and place as shall be specified in such notice. And that in default thereof such creditors be excluded from the benefit of any distribution made before such debts are proved.

Dated at Singapore the 15th day of October, 1895.

DONALDSON & BURKINSHAW,
Solicitors of the Liquidators of the Straits Fire Insurance Company, Limited, in Liquidation

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IN 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 Mr. M. F. Fernando has applied for the registration of the following Trade Mark for Ærated Waters in the name of The Albion Ærated Water Company, No. 7, Main street, Colombo, in Class 44 in the Classification of Goods in the above-mentioned Regulations :—

Colonial Secretary's Office,
Colombo, October 24, 1895.

E. NOEL WALKER,
Colonial Secretary.

Ceylon Government Railways.—Comparative Statement of Traffic for the Week ended September 29, 1895.

Earnings from	Seven Days ended Oct. 1, 1893.		Seven Days ended Sept. 30, 1894.		Seven Days ended Sept. 29, 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 ...	69,919	27,183 87	765,34	30,703 35	82,831	32,891 75	6,297	2,188 40	—	—
Coolies ...	834	562 76	1,429	985 43	2,085	1,226 84	656	241 41	—	—
Season Tickets ...	132	371 45	—	—	—	—	—	—	—	—
Total Passengers ...	70,885	28,118 8	77,963	31,688 78	84,916	34,118 59	6,953	2,429 81	—	—
Parcels	6,064	1,476 95	6,045	1,549 13	7,343	1,780 53	1,298	321 40	—	—
Horses	80	332 84	37	229 47	49	315 92	12	86 45	—	—
Carriages	9	125 66	7	81 2	11	108 27	4	27 25	—	—
Dogs	64	44 25	88	69 75	128	81 95	40	12 20	—	—
Other small Animals ...	18	13 24	12	24 81	11	14 33	—	—	1	10 48
Neat Cattle	—	1 5	2	28 77	—	—	—	—	2	28 77
Mails	—	760 49	—	981 11	—	931 63	—	—	—	49 48
Miscellaneous Coaching ...	—	12 75	—	22 9	—	47 86	—	25 77	—	—
Bicycles, &c.	—	—	—	—	29	49 3	29	49 3	—	—
Goods (Tons)... ...	5,287	63,070 99	6,574	67,323 25	8,117	72,707 4	1,543	5,383 79	—	—
Miscellaneous Goods ...	—	116 69	—	107 52	—	147 12	—	39 60	—	—
Live Stock	158	93 75	667	230 75	551	286 25	—	55 50	116	—
General Miscellaneous ...	—	962 3	—	900 45	—	2,035 79	—	1,135 34	—	—
Total for the Week ...	—	95,128 77	—	103,236 90	—	112,624 31	—	9,387 41	—	—
Forward from previous Return	—	3568246 30	—	3965639 48	—	4495616 97	—	529,977 49	—	—
Total from Jan. 1 to Sept. 29 ...	—	3663375 7	—	4068876 38	—	4608241 28	—	539,364 90	—	—
Total corresponding period of previous Year ...	—	3530988 60	—	3663375 7	—	4068876 38	—	—	—	—
Increase compared with previous Year	—	132,386 47	—	405,501 31	—	539,364 90	—	—	—	—
Traffic Train Mileage this Week	18,022	—	20,912	—	22,137	—	1,225	—	—	—
Forward from last Return ...	644,285	—	738,423	—	826,579	—	88,156	—	—	—
Total from Jan. 1 to Sept. 29...	662,307	—	759,335	—	848,716	—	89,381	—	—	—
Corresponding period of previous Year	573,908	—	662,307	—	759,335	—	—	—	—	—
Increase compared with previous Year ...	88,399	—	97,028	—	89,381	—	—	—	—	—
Decrease do. do. ...	—	—	—	—	—	—	—	—	—	—

Particulars of Goods Conveyed.	Seven days ended Sept. 29, 1895.				January 1 to Sept. 29, 1895.				January 1 to Sept. 30, 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 ...	7	2	1	24	286	12	0	20	226	1	3	11	60	10	1	9	—			
Second class Goods ...	150	0	1	3	5,374	6	2	6	5,330	13	0	21	43	13	1	13	—			
Rice	1,515	11	0	5	65,108	15	0	3	60,206	0	2	21	4,902	14	1	10	—			
Tea	695	13	1	20	35,589	15	2	2	30,277	16	3	11	5,311	18	2	19	—			
Tea leaf	25	18	2	8	982	1	3	4	604	11	2	14	377	10	0	18	—			
Arrack	33	12	0	7	1,460	3	3	10	1,375	6	0	16	84	17	2	22	—			
Salt	74	13	2	0	2,525	5	2	23	2,655	0	0	18	—				129	14	1	25
Cinnamon	3	8	3	6	132	6	1	19	179	10	3	25	—				47	4	2	6
Cacao	0	7	0	4	1,075	18	1	23	715	11	3	21	360	6	2	2	—			
Cardamoms	6	0	2	8	116	18	3	22	106	18	3	2	10	0	0	20	—			
Tobacco	12	0	1	13	566	2	3	22	471	3	2	27	94	19	0	23	—			
Beer, 3rd class ...	6	0	1	1	96	0	2	6	168	17	3	24	—				72	17	1	18
Tea Lead and Shooks, 3rd class	10	0	3	5	453	17	0	9	302	17	3	19	150	19	0	18	—			
Manure, 3rd class ...	—				43	0	3	27	65	2	2	5	—				22	1	2	6
Plumbago, 3rd class ...	—				56	0	2	2	40	15	1	24	15	5	0	6	—			
Other 3rd class Goods ...	774	11	0	9	25,884	3	2	14	21,858	18	1	19	3,525	5	0	23	—			
Other 4th class Goods ...	459	4	3	12	10,310	14	1	20	10,558	19	1	23	—				248	5	0	3
Other 5th class Goods ...	180	2	0	15	5,458	15	3	3	5,109	6	0	23	349	9	2	8	—			
Cinchona	4	0	1	12	168	0	0	20	600	1	0	20	—				432	1	0	0
Coffee	4	4	2	8	3,605	4	0	12	1,641	18	3	12	1,963	5	1	0	—			
Cotton	0	8	1	21	167	11	3	13	125	18	0	20	41	13	2	21	—			
Cocoanuts	92	0	1	25	3,500	9	2	15	2,838	13	2	6	661	16	0	9	—			
Cocoanut Oil	34	6	0	10	1,231	8	3	10	1,159	14	1	15	71	14	1	23	—			
Copperah	31	13	1	23	2,104	19	2	27	2,620	14	1	27	—				515	14	3	0
Poonac	109	10	3	1	4,046	1	3	12	4,259	3	1	25	—				213	1	2	13
Kerosine Oil	44	10	2	26	1,057	11	3	22	1,027	17	1	19	29	14	2	3	—			
Staves	9	4	0	21	285	5	2	6	306	16	3	27	—				21	11	1	21
Timber, wrought ...	21	14	1	6	882	10	1	12	824	15	3	25	57	14	1	15	—			
Timber at 5th class ...	10	5	1	21	1,168	9	2	17	743	9	3	15	424	19	3	2	—			
Timber at 6th class ...	—				33	3	0	7	10	14	0	0	22	9	0	7	—			
Tea Lead and Shooks, 6th class	137	3	1	0	7,366	4	2	16	6,582	16	0	23	783	8	1	21	—			
Manure, 6th class ...	213	9	0	5	6,027	2	1	3	4,157	19	1	12	1,869	2	3	19	—			
Plumbago, 6th class ...	231	2	2	20	8,139	6	2	13	8,690	9	1	11	—				551	2	2	26
Beer, 6th class ...	—				—				13	2	3	0	—				13	2	3	0
Staves, 6th class ...	—				5	9	0	21	23	1	2	7	—				17	12	1	14
Bulky Articles and Road Metal	5	12	2	0	268	6	1	24	1,028	5	3	8	—				759	19	1	12
Other 6th class Goods ...	114	10	2	18	4,221	8	2	7	5,256	8	3	22	—				1,035	0	1	15
Railway Material ...	802	15	1	8	24,443	0	0	5	19,689	18	2	13	4,753	1	1	20	—			
Public Works Material ...	—				—				1,932	9	0	0	—				1,932	9	0	0
Prison Department Material ...	—				—				1,173	14	0	0	—				1,173	14	0	0
Breakwater Material ...	2,296	9	0	0	78,121	8	0	0	19,516	4	0	0	58,605	4	0	0	—			
Contractor's Material ...	—				—				1,163	13	0	0	—				1,163	13	0	0
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	—			
	8,117	8	2	1	302,042	9	3	21	225,790	3	3	15	84,601	11	1	23	8,349	5	1	17

Colombo, October 14, 1895.

W. T. PEARCE, General Manager.

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 Cinchon.	Cinchona Chips.	Cocoanuts.	Copperah.	Cocoanut Oil.	Cocoanut Poonac.	Cinnamon.	Cinnamon Oil.	Citronella Oil.	Cardamoms.	Ebony.	Plumbago.	Coir Rope.	Coir Junk.	Coir Yarn.	Coir Fibre.	Sapan-wood.	Orchilla.	Kitool Fibre.	Deer Horns.
COLOMBO.	1895.		cwt.	cwt.	lb.	cwt.	lb.	lb.	lb.	No.	cwt.	cwt.	cwt.	lb.	oz	oz.	lb	cwt.	cwt.	cwt.	cwt.	cwt.	cwt.	cwt.	lb.	cwt.	cwt.
ss. Oldenburg ...	12/10	Bremen ...	1	—	7538	4	—	—	—	—	—	318	6528	11800*	—	—	—	—	302	—	—	225	100	—	—	—	—
ss. Cuzco ...	12/10	Australia ...	5	—	141187	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	46	—	—	—	—	—
ss. Musician ...	12/10	London ...	102	—	207994	—	—	—	—	200195	—	—	—	—	—	—	—	—	407	—	—	—	96	—	—	—	—
ss. Muke Maru ...	14/10	Japan ...	—	—	—	—	—	—	—	1500	—	3363	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
ss. Darmstadt ...	14/10	Sydney ...	47	—	88117	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	91	180	—	—	—	—
ss. Nawab ...	14/10	Calcutta ...	—	—	—	—	—	—	—	—	—	54	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
ss. Lancashire ...	14/10	Rangoon ...	—	—	575	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
ss. Manora ...	14/10	London ...	29	—	339139	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
ss. Salazie ...	14/10	China ...	—	—	100	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
ss. Bombay ...	14/10	Aden ...	—	—	—	—	—	—	—	—	—	15	—	—	—	—	—	—	—	102	—	—	—	—	—	—	—
ss. Gisela ...	15/10	Trieste ...	20	—	15408	—	—	—	—	6482	—	3207	—	5000†	—	—	—	—	—	—	—	—	—	120	—	—	—
ss. Clan Forbes ...	15/10	London ...	1	—	143619	—	—	—	—	55000	—	—	—	46500	—	14480	307	—	—	—	—	46	374	—	—	25	—
ss. M. Bacqueham	15/10	Kobe ...	1	—	12754	—	—	—	—	—	—	1511	—	400	—	3960	—	—	—	682	—	117	—	—	—	—	—
ss. Aglaja ...	15/10	Calcutta ...	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1135	—	21	—	—	—	—	—	—	—	—
ss. Sumatra ...	15/10	do.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	600	—	—	—	—	—	—	—	—	—	—
ss. HiroshimaMaru	15/10	Bombay ...	—	—	8141	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
ss. Sydney ...	15/10	Marseilles ...	—	—	220	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
ss. Glenavon ...	15/10	London ...	—	—	—	20	—	—	—	100065	—	10014	—	19700‡	—	—	—	—	2810	—	—	—	767	—	—	135	41
ss. Ellora ...	15/10	Calcutta ...	4	—	320	—	—	—	—	—	—	—	—	—	—	—	—	—	9	—	—	17	—	—	—	—	—
ss. Henzada ...	15/10	Bombay ...	—	—	100	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
ss. Liguria ...	15/10	London ...	21	—	195774	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	51	—	—	—	—	—
ss. Sachsen ...	15/10	Bremen ...	129	—	25	—	—	—	—	—	—	897	7515	6300	—	—	—	—	1965	—	—	450	—	—	—	—	—
GALLE.																											
Nil.																											

* And Chips 22,960 lb. † And Chips 18,480 lb. ‡ And Chips 36,940 lb. ‖ And Chips 8,400 lb.

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

TO COLOMBO:—

From Calcutta	... Bags	63,735
Southern India	... ,,	13,059
Total	... Bags	76,794

TO GALLE:—

From Calcutta	... Bags	6,316
Southern India	... ,,	1,492
Total	... Bags	7,808

Customs, Colombo, October 17, 1895.

LIONEL LEE,
Acting Principal Collector.

Comparative Statement showing the various Countries from which Cotton Goods have been Received, and Quantities Imported from each, during the Month ended September 30, 1895.

Articles.	United Kingdom	British India.	Straits.	French India.	China.	Hong-kong.	Austria.	Ger-many.	France.	Belgium.	Holland.	Egypt	Japan.	Spain.	Total for the Month of Sept., 1895.	Total for the nine Months ended Sept. 30, 1895.	Total for the nine Months ended Sept. 30, 1894.
Gray Cottons, bales and cases ...	374	35	—	—	—	—	—	—	—	—	—	—	—	—	409	5,377	2,968
White do. do. ...	123	—	—	—	—	—	—	—	—	—	—	—	—	—	123	1,874	1,326
Printed do. do. ...	104	6	—	—	—	—	—	—	—	—	—	—	—	—	110	1,529	507
Dyed do. do. ...	—	3	1	—	—	—	10	—	—	—	—	—	—	—	14	145	73
Coloured, Woven, do. ...	79	159	13	6	—	—	1	7	—	—	5	—	—	—	270	2,008	690
Sundry, do. do. ...	32	14	—	—	—	—	—	—	—	—	4	—	—	—	50	2,308	3,439
Yarns, plain ...	—	5	—	—	—	—	—	—	—	—	—	—	—	—	5	17	18
Yarns, dyed ...	17	—	—	—	—	—	—	—	—	—	—	—	—	—	17	238	250
Total for the Month of September, 1895...	729	222	14	6	—	—	11	7	—	—	9	—	—	—	998	13,496	9,271
Total for the nine Months ended September 30, 1895	10,096	3,028	34	90	5	—	112	57	—	10	51	—	13	—	—	13,496	—
Total for the nine Months ended September 30, 1894	5,835	2,870	22	62	3	—	270	132	16	—	55	2	1	3	—	—	9,271

Customs, Colombo, October 16, 1895.

LIONEL LEE,
Acting Principal Collector.

Quantities of the Principal Articles remaining in the Bonded Warehouses on August 31, 1895; also Bonded, entered for Home Consumption, and Exported from Bond; and the Total Quantities entered for Home Consumption in September, 1895.

ARTICLES.	Remaining in the Bonded Warehouses on Aug. 31, 1895.	Bonded in the Month of September 1895.	Total.	Entered for Home Consumption in the Month of September 1895.	Exported from the Warehouses in the Month of September, 1895.	Total.	Remaining in the Bonded Warehouses on September 30, 1895.	Total Imports entered for Home Consumption in September, 1895.
Gray Cottons, bales and cases ...	1,378	123	1,501	274	...	274	1,227	486
White do. do. ...	582	56	638	36	...	36	602	93
Printed do. do. ...	235	54	289	48	...	48	241	104
Dyed do. do. ...	7	1	8	7	...	7	1	21
Coloured Woven Cottons, b. & c.	168	7	175	28	...	28	147	113
Sundry do. do. ...	204	17	221	53	...	53	168	96
Yarns, plain, bales and cases ...	6	...	6	...	..	...	6	5
—— dyed, do. ...	166	...	166	20	...	20	146	27
—— Indian-made, sundry, b. & c.	...	...	...	...	...	...	...	172
Grain, Rice, bags	...	...	...	...	...	...	...	135,316
Malt Liquor, in wood, hhds. ...	129	...	129	17	...	17	112	284
—— in glass, cases and casks ...	202	30	232	10	...	10	222	1,145
Spirits, Brandy, puncheons and pipes	...	...	...	...	...	...	...	...
Do. hhds. and casks ...	19	...	19	...	...	...	19	...
Do. cases ...	1,207	158	1,365	124	...	124	1,241	416
—— Gin, puncheons and pipes...	3	5	8	4	...	4	4	5
Do. hhds. and casks...	5	3	8	...	...	...	8	...
Do. cases ...	2,202	177	2,379	492	...	492	1,887	915
—— Whisky, hhds. and casks ...	7	20	27	4	...	4	23	24
Do. cases ...	2,799	549	3,348	513	11	524	2,824	1,243
Tea, lb.	1,495	...	1,495	...	...	...	1,495	1½
Tobacco, manufactured, lb. ...	3,696	1,760	5,456	...	...	...	5,456	9,011
—— Cigars, lb.	93½	...	93½	...	...	...	93½	2,505
Wines, French, hhds. and casks...	26	...	26	...	...	...	26	48
Do. cases ...	105	28	133	25	...	25	108	262
—— Madeira, puncheons & pipes	...	...	...	...	...	...	...	...
Do. cases ...	20	...	20	...	...	...	20	...
—— Portugal, puncheons & pipes	...	...	...	...	...	...	...	...
Do. hhds. and casks ...	45	...	45	6	...	6	39	13
Do. cases ...	...	...	...	...	...	...	...	29
—— Spanish, butts and pipes ...	...	...	...	...	...	...	...	...
Do. hhds. and casks ...	1	...	1	...	...	...	1	...
Do. octaves ...	...	...	...	...	...	...	...	...
Do. cases ...	6	...	6	...	...	...	6	...
—— Italian, hhds. and casks ...	...	...	...	...	...	...	...	...
—— Austrian, in glass, cases ...	...	...	...	...	...	...	...	...

Customs, Colombo, October 17, 1895.

LIONEL LEE,
Acting Principal Collector.

Comparative Statement of the Quantities of the Principal Articles Bonded in, entered for Home Consumption, and Exported from the Bonded Warehouses in the Nine Months ended September 30, 1894 and 1895.

ARTICLES.	Nine Months ended September 30, 1894.			Nine Months ended September 30, 1895.		
	Bonded.	Entered for Home Consumption.	Exported.	Bonded.	Entered for Home Consumption.	Exported.
Gray Cottons, bales and cases ...	1,429	1,338	66	2,593	1,865	41
White do. do. ...	412	328	15	901	570	...
Printed do. do. ...	299	335	...	647	419	...
Dyed do. do. ...	18	22	...	26	33	...
Coloured Woven Cottons, b. & c.	178	176	...	306	260	...
Sundry do. do. ...	203	137	2	317	338	...
Yarns, plain, bales and cases ...	...	...	...	5	...	...
——dyed, do. ...	34	17	...	146	115	...
——Indian-made, sundry, b. & c.	...	...	4	...	...	...
Grain, Rice, bags	...	...	...	4,488	4,488	...
Malt Liquor, in wood, hhds. ...	705	741	...	637	607	...
—— in glass, cases and casks ...	545	684	20	480	511	22
Spirits, Brandy, puncheons & pipes	10	5	...	...	...	...
Do. hhds. and casks...	1	5	...	...	6	...
Do. cases ...	782	972	...	1,427	1,022	...
—— Gin, puncheons and pipes ...	24	18	...	11	13	...
Do. hhds. and casks ...	6	25	...	8	35	...
Do. cases ...	4,124	3,372	...	2,427	3,709	...
—— Whisky, hhds. and casks ...	48	48	...	57	55	...
Do. cases ...	5,310	5,606	213	4,718	4,100	193
Tea, lb.	...	...	...	9,110	...	7,635
Tobacco, manufactured, lb. ...	11,928	9,500½	...	8,144	8,040$\frac{5}{16}$	...
—— Cigars, lb.	456$\frac{11}{16}$	16¼	379$\frac{7}{16}$	85$\frac{11}{16}$	62$\frac{5}{16}$	56
Wines, French, hhds. and casks ...	6	18	...	16	12	...
Do. cases ...	441	277	30	260	255	...
—— Madeira, puncheons & pipes	...	...	...	...	...	...
Do. cases ...	...	...	...	...	39	...
——Portugal, puncheons & pipes	...	...	...	...	8	...
Do. hhds. and casks ...	17	10	...	37	34	...
Do. cases ...	8	8	...	8	...	...
—— Spanish, butts and pipes ...	...	...	...	...	4	...
Do. hhds. and casks ...	7	7	...	4	...	...
Do. octaves ...	...	11	...	...	...	...
Do. cases ...	11	...	...	14	8	...
—— Italian, hhds. and casks ...	...	...	...	...	...	...
—— Austrian, in glass, cases ...	...	...	...	...	...	...

Customs, Colombo, October 17, 1895.

LIONEL LEE,
Acting Principal Collector.

H. C. COTTLE, ACTING GOVERNMENT PRINTER COLOMBO, CEYLON