



# 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.  
PART V.—Municipal and Local.

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

## Part V.—Municipal, Local, and Miscellaneous.

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### ROAD COMMITTEE NOTICES.

NOTICE is hereby given that under the 26th and 35th clauses of the Ordinance No. 10 of 1861, all persons intending to offer themselves as candidates for the office of European Member of the District Road Committee of Matara for the years 1895, 1896, and 1897, rendered vacant by the resignation of H. J. Carry, Esq., are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee for the Southern Province at least ten days before the day of election. The election will be held on Saturday, April 3, 1897, at 2 P.M., at the Matara Kachcheri.

G. COOKSON,  
Secretary.

Provincial Road Committee's Office,  
Galle, March 17, 1897.

WHEREAS an application has been made to the Provincial Road Committee of the Southern Province that the provisions of "The Branch Roads Ordinance of 1896" be extended to the district of Morowak korale, for the extension of the Deniyaya-Aningkanda road to Hayes estate factory, a distance of six miles:

And whereas the Provincial Road Committee of the said Province has been empowered by His Excellency the Governor to take action as provided in the aforesaid Ordinance:

Notice is hereby given that the said Provincial Road Committee will on Saturday, April 24, 1897, at 2 o'clock P.M., at their office at Galle, proceed to define the limits of the district the estates in which will, if the said branch road be assented to by the proprietors of two-thirds of the acreage in the said district, be assessed for the construction and maintenance of the said road, and it is further notified that it is proposed to include the following among the estates:—

Estates.	Proprietors, Agents, or Managers.	Acreage Cultivated.	Total.
Panilkande	T. J. Lipton, Proprietor, Colombo	...	802
Hean's Land	Unknown	...	264
Hayes	Union Estates Company of Ceylon, Ltd., Proprietors; Whittall & Co., Agents	416	1,193
Longford	Colombo Commercial Company, Limited, Agents	...	258
Valleyfield	J. M. Robertson & Co., Agents	...	432

Estate.	Proprietors, Agents, or Managers.	Acreage Cultivated.	Total.
Gongalla	Union Estates Company of Ceylon, Ltd., Proprietors; Whittall & Co., Agents	102	573

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

F. R. ELLIS,  
Chairman.

Provincial Road Committee's Office,  
Galle, March 11, 1897.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road for 1897, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Thursday, April 15, 1897, at 2 o'clock P.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions.

**PUNDALU-OYA ROAD (between Tavalantenna and Pundalu-oya).**

Proprietors or Agents.	Estates.	Acreage.
1st to 4th section, 4 miles.		
W. P. Metcalfe	Rockside	250
Mrs. R. Brown	Meddetenna	100
Mackwood & Co.	Pallerakele	70
1st to 7th section, 7 miles.		
W. P. Metcalfe	Hurimarua, Rolleston	100
W. P. Metcalfe	Choisy	365
R. E. Prance & J. R. Hughes (Mackwood & Co.)	Wevehena	140
1st to 8th section, 8 miles.		
J. P. Green & Co.	Eton	233
1st to 10th section, 9 1/4 miles.		
Bosanquet & Co.	Pundalu-oya North and Mausawa	847
Geo. Steuart & Co.	Dunsinane	1,787
J. M. Robertson & Co	Pundalu-oya South	791
A. S. Reeves (J. M. R. & Co.)	Sheen	873
The Heirs of R. B. Downall (W. Harman)	Harrow	260
J. P. Green & Co.	Fernands	271
The Heirs of R. B. Downall (W. Harman)	Kallu-oya	253
Cumberbatch & Co.	Kaipugalla	410

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

C. S. VAUGHAN,  
for Chairman.

Provincial Road Committee's Office,  
Kandy, March 22, 1897.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road for 1897, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Thursday, April 15, 1897, at 2 o'clock P.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

ROAD from HATTON BRIDGE to NORWOOD.	Private contributions	Government moiety
	Rs. 4,980	4,980

1st and 2nd sections.		Proprietors or Agents.	Estates.	Acreage.
T. S. Dobree	Dikoya	...	...	406
O. Estates Company, Limited	Darawella	...	...	675
Wanarajah Tea Company (Keith Rollo)	Menikwatte	...	...	489
G. C. R. Norman	Hadley	...	...	228
H. L. and R. W. Forbes (A. Craib)	Invery	...	...	306
The Ottery Tea Company	Stamford Hill	...	...	138
E. de Fonblanque	Stamford Hill	...	...	138
H. L. and R. W. Forbes (A. Craib)	Waterloo	...	...	207
Cumberbatch & Co.	Annfield	...	...	289
Sir C. A. Hartley (C. A. Hartley)	Kinloch	...	...	122
J. W. Holt (A. Craib)	St. Leys	...	...	130
R. H. S. Scott (A. Craib)	Ottery	...	...	243
A. M. Cheyne (J. Mitchell, Superintendent)	Erlsmere	...	...	173
W. H. Waller (J. Mitchell, Superintendent)	Dorothea and Roscrea	...	...	205
E. G. Harding & Co.	Battalgalla	...	...	444
Lanka Plantation Co. (J. M. R. & Co.)	Gonagalla	...	...	189
Do. (do)	Parramatta	...	...	186
Do. (do)	Fordyce	...	...	448
Do. (do)	Garbawn	...	...	147
W. Saunders	Barkindale	...	...	81
Chas. Mackwood & Co.	Bathford	...	...	219
Trustees of the late F. Saunders (W. Saunders)	Hornsey	...	...	254
Whittall & Co.	Ingestre	...	...	737
Felix J. Brown (W. Saunders)	Abercainroy	...	...	224
Cumberbatch & Co.	Berat	...	...	226
Heirs of C. F. and J. B. Forsyth (C. L. Davies)	Blinkbonnie	...	...	223
The Ceylon Tea Plantation Co., Limited	Tillyrie	...	...	754
H. R. Trafford (W. R. Waller)	Poyston	...	...	316
K. M. Power	Bon Accord	...	...	163
1st to 3rd section.				
J. A. Kerr (W. R. Tatham)	South Wanarajah	...	...	255
W. J. Skene (W. M. Laurie)	Lethenty and Essex	...	...	320
G. C. Elwes	Summerville	...	...	239
A. Anson	Carfax	...	...	298
Whittall & Co.	Castlereagh	...	...	511
S. G. D. Skrine (W. A. Lane)	Claverton	...	...	198
Whittall & Co.	Dunkeld	...	...	237
F. G. A. Lane	Blair Athol	...	...	306
E. H. Skrine	Osborne	...	...	441
Whittall & Co.	Elstree, lot 5, T. P. 97,895	...	...	167
Do.	Banff	...	...	211
F. G. A. Lane	Broad Oak	...	...	199
G. Maitland	Lot 6,461, T. P. 102,166, Blairgowrie	...	...	114
1st to 4th section.				
Wanarajah Tea Company of Ceylon, Limited (K. Rollo)	Wanarajah	...	...	649
1st to 5th section.				
D. W. H. Skrine (Skrine & Co.)	Warleigh	...	...	184
1st to 6th section.				
F. Fowke (Aitken, Spence & Co.)	Glencairn	...	...	390
J. Hamilton (J. P. G. & Co.)	Newton	...	...	234
1st to 8th section.				
Mackwood & Co. (J. Quayle)	New Valley	...	...	457
E. M. Leaf	Halloowella	...	...	238
Aitken, Spence & Co (F. Fowke)	Rockwood	...	...	200

Proprietors or Agents.	Estates.	Acreage.	Proprietors or Agents.	Estates.	Acreage.
John Anderson	Gorthie	313	W. Agar	Mahagala	290
The Eastern Produce Co., Ltd.	Norwood	882	Mrs. Hayes	Mahanilu	290
W. W. Hood (C. H. Hood)	Braemar	151	G. Steuart & Co.	Gouravilla	706
J. M. Robertson & Co.	Glentilt	447	J. N. Campbell	Lot 7,190, T. P.	
E. & H. A. Webb (C. H. Hood)	Mausakele	278		110,362, Ged-	
F. A. Smith (H. W. Bailey)	Ekolsund	310		des	196
R. Brown and F. R. Chapman	Nyanza	394	G. Zancarol and M. Rizo (T. N. Christie)	Corfu	257
C. H. Hood	Gangawatta	186	J. N. Campbell	Lot 7,193, T. P.	
Do.	Kelaniya	191		110,394, Frog-	
Ceylon Land and Produce Co., Limited	Leaston and Rickarton	596		more	208
C. A. Hartley	Bitterne	169	T. C. Anderson	Gartmore	
H. D. Dean	Kiptyre	282	Do.	Lot 7,195, T. P.	
G. Steuart & Co. (A. Cameron)	Brownfow			P. 110,396,	612
Do. (do.)	Tarf	583	Do.	Bevys	
A. W. S. Sackville	Maskeliya	369	Do.	Larchfield	
Whittall & Co.	Caskieben	207	J. M. Robertson & Co.	Elbedde	747
Geo. Steuart & Co. (G. Greig)	Laxapana	536	W. Agar	Lawrence	565
G. Greig	York	236	A. Ross (J. Munton)	Venture	405
Do.	Johnsland, 5,870	90	W. S. Raffin	Upper Venture	274
J. N. Campbell	Velladolid	240	Do.	Kew	211
T. N. Christie	Blantyre	243	J. M. Robertson & Co. (G. F. Walker)	St. John Del Rey	725
Do.	St. Andrew's	453	G. Steuart & Co.	Portree	272
C. A. Hartley & James Mickle	Dalhousie	284	C. Fetherstonhaugh (J. M. R. & Co.)	Kirkoswald	870
Do. do.	Situlaganga	272	J. M. Robertson & Co.	Tientsin	385
C. S. Agar	Forres	390	G. Steuart & Co.	Morar	484
J. N. Campbell	Moray	228	G. K. Maitland	Theresia	332
T. Scovell	Adam's Peak	742	R. P. Hudson	Bittacy	142
Whittall & Co.	Rutherford	276	A. C. Smail and T. Gidden (G. K. Maitland)	Robgill	433
G. B. de Mowbray	Dotale	108	Colombo Commercial Co., Ltd.	Bogawantalawa	625
T. Gray (Mackwood & Co.)	Ovoca	256	W. Rollo (F. L. Clements)	Chapelton	684
Whittall & Co.	Lucombe	478	L. H. Kelly (Whittall & Co.)	Killarney	358
H. J. Soysa	Hapugastenne	601	C. & A. Fetherstonhaugh (J. M. R. & Co.)	Bridwell	467
Whittall & Co.	Mottingham	258	F. & C. Hadden	Kottiyagala	1,087
T. Gray (J. M. R. & Co.)	Bunyan	288	J. G. Fort (Skrine & Co.)	Bogawana	440
G. C. Alston	Queepsland	281	Imperial Ceylon Tea Estates, Ltd.	Freidland	165
J. M. Robertson & Co.	Mocha	588	J. Hamilton (K. N. Plumridge, Superintendent)	Lynstead	405
Whittall & Co.	Bloomfield	268	J. G. Fort (H. B. Roberts)	Eltofts	290
W. Mitchell (H. F. Harris)	Dunnotar	185	A. R. Lewis	Lynford	253
Whittall & Co.	Brunswick	252	C. Strachan & Co.	Campion and Kohinoor	724
J. M. Robertson & Co. (John Mitchell)	Deeside	435	C. Forbes and W. A. S. Sparling, Superintendent	Loinorn	233
R. Porter	Midlothian	244	A. F. Souter and J. Gray	Lot 6,279, T. P.	
W. Agar	Lower Cruden	196		141,850, St.	
W. Rollo (G. S. & Co.)	Glenugie	389		Vigean's	185
Do.	Bargroye	207	A. T. Cathcart	Lot 6,280, T. P.	
R. P. and N. Macfarlane	Ormidale	350		101,851, Devon-	
Mackwood & Co.	Scarborough	288		ford	276
E. Mortimer	Cleveland	180	Ceylon Land & Produce Co. (A. Philip)	Fetteresso	439
Mackwood & Co.	Anandale	285	F. Farr	Lot 6,985, T. P.	
H. Blacklaw	Ladbroke	208		110,064, North-	
Ceylon Tea Plantation Co., Ltd. (G. A. Talbot)	Alton	458		cove	233
Colombo Commercial Co., Ltd.	Strathspey	238	James Sheriff, J. S. Brown (F. J. Fraser)	Dunlow & Aldie	454
Boustead Brothers	Beaconsfield	171			
W. D. Blair Brown	Blairavon	177			
H. L. Forbes and H. Blacklaw	Lot 6,904, T. P.				
	108,296, Min-				
	cing Lane	198			
C. B. Portman	Lot 6,905, T. P.				
	108,297, Suria-				
	kanda	220			
Geo. Steuart & Co.	Lot 6,906, T. P.				
	108,298, Meria-				
	kotta	194			
F. P. Williams	Lot 6,098, T. P.				
	108,299, Minna	278			
J. Clarke (H. Blacklaw)	Glencoe	209			
F. G. A. Lane	Lot 6,910, T. P.				
	108,301, Fair-				
	lawn	297			
A. Ross (J. Munton)	Lot 6,911, T. P.				
	108,302, Cale-				
	donia	216			
W. L. Murray Menzies	Ireby	275			
F. Sikes	Kincora	237			
W. G. Lang	Lanka & Craig-				
	hill	204			
Colombo Commercial Co., Ltd.	Emelina	203			
R. Cotesworth	Stockholm	288			

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

C. S. VAUGHAN,  
Provincial Road Committee's Office, for Chairman.  
Kandy, March 22, 1897.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the upkeep of the under-mentioned road for 1897, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Thursday, April 15, 1897, at 2 o'clock p.m., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:

AGRA ROAD (between Lindula and end of Agra road).  
Government moiety ... Rs. 4,200  
Private contributions ... Rs. 4,200

1st section, 3,122 ft.			Proprietors or Agents.	Estates.	Acreage.
Proprietors or Agents.	Estates.	Acreage.	G. L. Gwatkin	Torrington	284½
W. M. Smith	Belgravia	297	A. R. Ashton	Helbeck	109
1st to 3rd section, 7,918 ft.			Stevenson & Sons	Lot 110,382, Mos-	125
A. V. & J. H. Renton	Tallankanda	264	F. B. Seton	New Preston	167½
E. Templer	Deyanella	267	A. G. Seton	Lot. 110,383, Pres-	225
G. D. T. Bell	Newton	319	Ceylon Tea Plantation Co.	Polmont	46½
G. A. Talbot & G. Reid	Wallaha	290	1st to 17th section, 52,575 ft.		
James Sinclair	Mousa-ella	503	G. A. Talbot (Ceylon Tea	Glenlyon & Stair	632
A. F. Harper (A. J. Thomas)	Eildon Hall	413	Plantation Company, Li-		
H. R. Wiggin	Bambarakele	218	imited)		
Do.	Lot-110,386, Dell	100	1st to 18th section, 55,215 ft.		
G. W. Goodeve (H. R. Wig-	Oddington	100	H. E. Witz Clarence & L. M.	Aldourie	269
gin)	Melton	207	Terin (Colombo Commer-		
Mrs. Wiggin	Ferham	248	cial Company, Limited)		
J. M. Robertson & Co.	Rahanwatta	305	1st to 19th section, 57,855 ft.		
Cumberbatch & Co.	Queenwood	228	Stevenson & Sons	Agra Uva	331
H. R. Wiggin	Lot 110,387.	119	Do.	Fankerton	193
Do.			1st to 21st section, 63,135 ft.		
1st to 4th section, 11,984 ft.			Charles Strachan & Co.	Hauteville	320
The Dimbulla Valley Co. (T.	Tillicoultry	397	Do.	St. George	263
Mackie)			A. W. Gadesden (R. C. Bowie)	Sutton	277
1st to 6th section, 16,151 ft.			Chas. Strachan & Co.	Woodlake	163
J. A. Martin (J. A. Campbell)	Waltrim	389	R. W. Wickham	Holmwood	391
M. C. Buller	Agrakanda	300	Chas. Strachan & Co.	Freshwater	251
1st to 7th section, 20,936 ft.			1st to 22nd section, 65,775 ft.		
C. R. S. Carew (J. M. Sayers)	Fassifern West	138	A. L. Cross & M. Ballardie	Glasgow	458
J. H. Sealey (A. J. Farqu-	Fassifern East	138	(R. W. Kerr)	Waverly	157
harson)			W. H. & D. Anderson		
1st to 8th section, 23,015 ft.			1st to 23rd section, 68,415 ft.		
F. A. & W. N. Fairlie	Khowlahena	389	Glasgow Estate Co. Limited	Nithsdale	242
Geo. Beck	Henfold	305	(Whittall & Co.)	Portmore	306
Do.	St. Regulas	269	R. C. Bowie		
Whittall & Co.	Gleneagles	222	1st to 24th section, 71,055 ft.		
R. C. Maciver (H. E. W.	Lippekele	206	C. B. Lutyens & G. H. D.	Mornington	404
Cooper)	MacDuff	221	Elphinstone		
Aitken, Spence & Co. (J.			T. Mackie (the Superinten-	Ardaie	209
Greig)			dent)	Bromley	86
The Ceylon Tea Plantation	Begally, Cymru,	910	Bois Brothers (G. A. Dick)	Lot 112,364,	
Company, Limited (G. A.	and Tangakelle)		T. Mackie (G. S. & Co.)	Pow's Land...	165
Talbot)					
Bois Brothers	Vellekelle	184	1st to 25th section, 73,920 ft.		
A. G. Yeates	Maria	297	New Dimbulla Co., Limited	Diyagama	3,125
G. H. D. Elphinstone (C. B.	Elgin	291	The heirs of R. B. Lawrence	Nutbourne	165
Lutyens)	Kellyhill	158	(J. M. Sayers)		
Do.	Uvakelle	297	The heirs of R. B. Lawrence	Lot 112,363, Sand-	289
Bois Brothers			(E. Bowden Smith)	ringham	
1st to 9th section, 26,915 ft.			Do.	Lot 112,365, Yara-	226
John M. Smith (J. K.	Caledonia	244		vale	
Symonds)			And at the same time and place the Committee will		
1st to 10th section, 34,990 ft.			take evidence, if necessary, and receive and consider		
A. J. Farquharson	Agra	277	objections and suggestions.		
Colombo Commercial Com-			C. S. VAUGHAN,		
pany, Limited (J. G. War-	Braemore	259	for Chairman.		
drop)			Provincial Road Committee's Office,		
1st to 12th section, 41,715 ft.			Kandy, March 22, 1897.		
Aitken, Spence & Co.	Cranley	455	NOTICE is hereby given that the Governor, with the		
R. C. Paterson	Cranley Upper	357	advice and consent of the Legislative Council,		
J. M. Sayers	Holbrook	188	having agreed to grant the under-mentioned sum for the		
1st to 14th section, 44,655 ft.			maintenance of the under-mentioned road for 1897, the		
The heirs of R. B. Lawrence	Galatea	189	Provincial Road Committee, acting under the provisions		
(E. Bowden Smith)			of "The Branch Roads Ordinance, 1896," will on Thurs-		
1st to 16th section, 49,936 ft.			day, April 15, 1897, at 2 o'clock P.M., at their office in		
J. P. Green & Co. (A. O.	Ardlaw	209	Kandy, proceed to assess the under-mentioned estates to		
Tranchell)	Albion	275	make up the private contributions.		
J. M. Smith	St. Margaret's	197	ROAD FROM NORWOOD BRIDGE TO MASKELIYA AND MORAY.		
A. G. Seton	Balmoral	199	Government moiety	Rs. 3,445	
The heirs of R. B. Lawrence	Clydesdale	227	Private contributions	" 3,445	
(E. Bowden Smith)	Thornfield	293			
G. B. Sparkes (W. Mackenzie)	Wishford	181			
W. P. Fletcher	Elbedde	276			
Jeronis Peris	Iona	110			
A. R. Ashton					

1st section, 23-11 lines.		
Proprietors or Agents.	Estates.	Acreage.
The Eastern Produce and Estates Company, Limited	Norwood	882
1st to 3rd section, 99-14 lines.		
Mackwood & Co.	New Valley	457
E. M. Leaf	Hallooville	238
1st to 5th section, 190-83 lines.		
F. Fowke	Rockwood	200
John Anderson	Gorthie	313
1st to 7th section, 270-86 lines.		
A. W. S Sackville	Maskeliya	369
1st to 8th section, 323-66 lines.		
J. M. Robertson & Co.	Glentilt	447
T. Gray (J. M. Robertson & Co.)	Bunyan	288
T. Gray (Mackwood & Co.)	Ovoca	256
J. M. Robertson & Co.	Mocha	588
G. C. Alston	Queensland	281
W. G. Lang	Craighill and Lanka	204
Whittall & Co.	Bloomfield	268
Do.	Mottingham	258
W. Mitchell	Dunottar	185
Colombo Commercial Company, Limited	Emelina	203
Whittall & Co.	Brunswick	252
Do.	Caskieben	207
R. Porter	Midlothian	244
J. Mitchell	Deeside	435
W. Agar (G. Craib)	Lower Cruden	196
William Rollo (Geo. Steuart & Co.)	Glengie	389
Do. do.	Bargrove	207
Commercial Company (W. Agar)	Strathspay	233
G. B. de Mowbray	Dotala	108
W. W. Hood (C. H. Hood)	Braemar	151
C. H. Hood	Kelaniya	191
1st to 9th section, 363-26 lines.		
Geo. Steuart & Co. (A. J. Murray)	Brownlow and Tarf	583
C. H. Hood	Gangawatta	186
E. and H. A. Webb (C. H. Hood)	Mousakele	278
F. A. Smith (H. W. Bailey)	Ekolsund	310
F. R. Chapman	Nyanza	394
Whittall & Co.	Luccombe	478
Do.	Elstrie	167
Do.	Rutherford	276
H. J. de Soya	Happugastenne	601
1st to 11th section, 402-86 lines.		
H. D. Deane	Kintyre	282
E. C. Boff (C. A. Hartley, Superintendent)	Bitterne	169
Ceylon Land and Produce Company, Limited (A. Philip)	Rickarton and Leaston	596
1st to 12th section, 420-28 lines.		
Geo. Greig	Laxapana, York, and Johnsland	862
T. N. Christie	Corfu	257
Do.	Blantyre	243
Do.	St. Andrew's	453
C. A. Hartley and James Mickle	Dalhousie	284
Do. do.	Situlaganga	272
Geo. Greig	Suluganga	155

Proprietors or Agents.	Estates.	Acreage.
1st to 13th section, 473-08 lines.		
C. S. Agar	Forres	390
1st to 14th section, 513-80 lines.		
J. N. Campbell	Moray and Val-ladolid	468
W. G. Lang (J. N. Campbell)	Geddes	196
J. N. Campbell	Frogmore	208
T. C. Anderson	Larchfield	161
Do.	Gartmore	250
Do.	Bevys	201
T. Scovell	Adam's Peak	742

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

C. S. VAUGHAN,  
for Chairman.

Provincial Road Committee's Office,  
Kandy, March 22, 1897.

NOTICE is hereby given under section 6 of Ordinance No. 14 of 1896, that the Provincial Road Committee for the Province of Sabaragamuwa will on Thursday, April 8, 1897, at their office at Ratnapura, proceed to alter and vary the limits of the district including the estates to be assessed on account of the branch road from Dehiōwita to Algodā, and that the Committee will at the same time and place hear objections. It is proposed that the amended district shall consist of the following estates:—

Proprietors or Agents.	Estates.	Acreage.
Lord Chelmsford and G. C. Ingles	Densworth	537
The Sunnigama Ceylon Tea Estate Company, Limited	Pambegama	938
The Panawala Tea Company, Limited	Ernan and Glassel	1,057
The Nahalma Tea Estate Company, Limited	Nahalma	692
C. Blair and A. M. Blair	Woodend and Rangegama	513
H. A. Hayes and J. P. Anderson	Maldeniya	369
W. Forsythe and S. Z. Harries	Yogama	1,232
		<u>5,338</u>

F. J. SMITH,  
for Chairman.

Provincial Road Committee's Office,  
Ratnapura, March 23, 1897.

IT is hereby notified that under the provisions of section 17 of the "Branch Roads Ordinance, 1896," the following gentlemen have been nominated to form a Local Committee for the districts of Rangalla, Nitre Cave, &c., in respect of the Rangalla-Nitre Cave road:—

Messrs. H. P. Rudd, Wm. Sinclair, G. W. Thomson, and S. L. Wyllie.

C. S. VAUGHAN,  
Secretary.

Provincial Road Committee's Office,  
Kandy, March 20, 1897.

## UNOFFICIAL ANNOUNCEMENTS.

### MEMORANDUM OF ASSOCIATION OF THE EGYPTIAN CIGARETTES AND TURKISH TOBACCO COMPANY, LIMITED.

*First.*—The name of the Company is "THE EGYPTIAN CIGARETTES AND TURKISH TOBACCO COMPANY, LIMITED."

*Second.*—The registered office of the Company is to be established in Colombo.

*Third.*—The objects for which the Company is formed are—

- (a) The manufacture of cigarettes and tobaccos of all kinds from first-class leaf imported from Turkey and England.
- (b) To purchase or lease or otherwise acquire any other land or lands, buildings, machinery, implements, tools, stores, effects, and other property, real or personal, movable or immovable, for any purpose necessary for the working of the Company.

*Fourth.*—The liability of the Shareholders is limited.

*Fifth.*—The nominal capital of the Company is Rs. 30,000, divided into 1,500 of Rs. 20 each.

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 to our respective names:—

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
H. WILMSON, Grand Oriental Hotel ...	One
HECTOR VAN CUYLENBURG, Charsley House, Colombo ...	One
JNO. JAMES DE FRY, Prince street, Colombo ...	One
L. H. EFHRAIMS, Forbes Road, Colombo ...	One
F. C. LOOS, Darley Road, Colombo ...	One
CHAS. B. BRODIE, Maligakanda, Colombo ...	One
E. H. JOSEPH, Hawthorn Villa, Bambalapitiya ...	One

Dated the 19th day of February, 1897.

Witness to the above signatures :

B. L. PEREIRA.

### ARTICLES OF ASSOCIATION OF THE EGYPTIAN CIGARETTES AND TURKISH TOBACCO COMPANY, LIMITED.

It is agreed that the regulations contained in the Table C in the schedule annexed to "The Joint Stock Companies' Ordinance, 1861," subject to the hereinafter-mentioned modifications, shall be deemed to be the regulations of the Company. The modifications are as follows:—

*Transfer of Shares.*—The Directors may decline to register the transfer of any share or shares held by a Shareholder which in the interest of the Company they deem it inexpedient to register.

Every instrument of transfer shall be left at the office of the Company for approval by the Directors, accompanied by such evidence as may be required by the Directors to prove the title of the transferrer. If the transfer be approved, such approval shall be certified in writing under the hand of one of the Directors and the Secretaries endorsed on such instrument of transfer, and the Company shall thereupon register the transferee as a Shareholder. If the transfer be not approved, the proposed transfer shall be absolutely void, and notice of non-approval shall be sent to the Shareholder intending to transfer such share. If no notice of non-approval shall be sent to the Shareholder within thirty days, the transfer shall be deemed to have been approved.

*Increase of Capital.*—The capital may be increased or decreased with the sanction of the Shareholders given by a special resolution at an Extraordinary General Meeting of the Company held for the purpose, of which seven days' notice by registered letter shall have been previously given.

*Quorum of General Meeting.*—No business shall be transacted at any meeting except the declaration of a dividend, unless a quorum of Shareholders is present at the commencement of such business, and five Shareholders shall form a quorum.

*Vote of Shareholders.*—Every Shareholder shall have one vote for every share held by him up to ten. He shall have an additional vote for every five shares beyond the first ten shares up to one hundred, and an additional vote for every ten shares held by him beyond the first hundred shares. Shares may be registered in the name of a firm, and any partner of the firm or representative duly authorized to sign the name of the firm shall be entitled to vote in respect of such shares.

Any partner of a firm holding registered shares, or the representative of such firm duly authorized and notified as hereinafter provided, or any representative by power of attorney of any absent Shareholder duly

authorized and notified as hereinafter provided, shall be entitled not only to speak and vote at the meetings of the Company, but shall also have power to appoint a proxy to represent his interests at such meetings, provided always that no person can be appointed to act as proxy who is not a Shareholder in the Company.

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

*Directors.*—Until other or further provision is made at the first Ordinary General Meeting, the number of Directors shall be three, of whom two shall form a quorum, and the first Directors shall be Messrs. C. B. Brodie, H. van Cuylenburg, and H. Wilmson. The latter will join the Board immediately after allotment.

Every Director shall hold not less than fifty shares in the Company.

As remuneration for their services, the Directors shall be entitled to appropriate the sum of ten rupees a meeting for each Director present at such meeting, but the Company in General Meeting may at any time alter the amount of such remuneration for the future.

One of the Directors may be appointed by the Board to act as Managing Director, on such terms as the Board may determine.

*Powers of Directors.*—Directors shall have the power to do the following things in the name and on behalf of the Company:—

The Directors shall have the power from time to time to appoint and remove any employes, bankers, and proctors or solicitors to the Company as they may deem expedient; and appoint an attorney or attorneys under the seal of the Company to act specially, when necessary, on behalf of the Company out of the Island.

To purchase or take on lease any land or other real or personal property that they think requisite or desirable for the purpose of the Company, and again to sell the same.

To erect any buildings for the purpose of the Company.

To execute all deeds, receipts, warrants, and other documents they may deem necessary, and for that purpose to use, when necessary, the Company's seal.

To refer disputes to arbitration; to compromise any debt or claim due to or from the Company; to give time to any debtor for payment of his debt.

To issue from time to time 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.

To carry into effect all or any of the objects of the Company as expressed in the Memorandum of Association, and to exercise all or any of the powers thereby given to the Company.

To bring or defend any action, suit, or prosecution, or other legal proceedings, civil or criminal.

To exercise in the name of 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 Meetings.

Provided, however, that the seal of the Company shall not be affixed to any instrument except in the presence of two or more Directors, who shall attest the sealing thereof. And provided further, that all moneys, except the money required for current expenses, shall from time to time be deposited by the Directors with the bankers of the Company to the account of the Egyptian Cigarettes and Turkish Tobacco Company, Limited, and that all cheques must be signed by one Director and the Secretary, the latter to have power to endorse cheques only.

*Dividends and Applications and Distribution of Profits.*—No dividend shall be payable except out of the profits arising from the business of the Company.

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.

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.

No dividend shall bear interest as against the Company.

*Provision relative to Winding up or Dissolution of the Company.*—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.

*Meetings of the Directors and General Meetings.*—The Directors shall meet once in three months or more frequently if necessary. A General Meeting of the Shareholders shall be held as soon after the 30th September in each year as the books of the Company shall have been closed, of which meeting not less than seven days' notice by registered letter shall be given.

The Directors shall, seven days prior to this meeting, give or send to the registered address of every resident Shareholder or notified attorney of an absentee Shareholder, and also shall submit to this meeting a correct statement of the affairs of the Company, their earnings and expenses during the past year, their assets and liabilities to the said 30th of September; and shall also submit for the consideration of the meeting any information and suggestions likely to forward the general public convenience and the interests of the Company.

Besides the Yearly General Meeting to be held as aforesaid, General Meetings shall be held at such other times as business of importance may render necessary.

*Notices.*—When shares are registered in the name of a firm, notice may be duly served upon such firm, by giving the same to any member thereof, or any agent thereof duly notified as hereinafter provided, or by leaving such notices, or by sending them through the post in a letter addressed to the firm at their place of business.

It shall be imperative on every Shareholder resident abroad to have an agent or attorney, resident in Ceylon, lawfully authorized and notified to the Company as being authorized to receive on behalf of the said Shareholder all notices which the said Shareholder may be entitled to receive under these Articles or otherwise, and the Company shall not be bound to give notice to any Shareholder resident abroad, otherwise than by giving the same to the agent or attorney so authorized and notified.

Any Shareholder who shall not have a resident agent or attorney so authorized and notified shall not be entitled to notice, and may be dealt with as having had notice, or as having agreed to dispense with notice, anything herein contained to the contrary notwithstanding.

Every person who, by operation of law, by transfer, or other means, shall become entitled to any share, shall be bound by any and every notice or other document which, previous to his name and address being entered on the register in respect of his share, is given to the person from whom he derives his title.

When any notice or document is delivered or sent in accordance with these presents to the registered place or abode of a Shareholder, then, notwithstanding his being then deceased, and whether or not the Company have notice of his decease, such service of the notice or other document shall for all purposes of these presents be deemed service thereof on his heirs, executors, and administrators.

In witness whereof the Subscribers of the Memorandum of Association have hereunto set and subscribed their names at Colombo, this 19th day of February, One thousand Eight hundred and Ninety-seven.

H. WILMSON.  
HECTOR VAN CUYLENBURG.  
JNO. JAMES DE FRY.  
L. H. EPHRAIMS.  
F. C. LOOS.  
CHAS. B. BRODIE.  
E. H. JOSEPH.

Witness to the above signatures :

B. L. PEREIRA.

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## MEMORANDUM OF ASSOCIATION OF THE DONNYBROOK TEA COMPANY, LIMITED.

1. The name of the Company is "The Donnybrook 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 otherwise acquire the following estates, to wit:—(1) Exmouth (or Donnybrook) estate, in extent 191 acres or thereabouts, in the District of Uda Bulatgama, Central Province, Ceylon; and (2) Frome (or Midford) estate, in extent 184 acres or thereabouts, situated in Maskeliya Valley, Central Province, Ceylon, for the sum of Rs. 102,600, as from the First day of January, One thousand Eight hundred and Ninety-seven.

(b) To purchase or lease or otherwise acquire any other land or lands, right of way, water right, and other rights, privileges, and easements and concessions, and any 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 tea estates, or with any other products, or in any other ways, and to construct, maintain, and alter any buildings or works necessary or convenient for the purposes of the Company.

(d) To purchase or lease any other lands, either adjacent to the said estates or either of them, or to any other lands that may be purchased, leased, or acquired, or elsewhere for the purposes of water supply, and (or) providing fuel or timber for the business of the Company or for any other purpose necessary for the working of the Company.

(e) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business. To sell lease, let on hire, mortgage, dispose of, turn to account, or otherwise deal with all or any of the property and rights of the Company. To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other Company, either formed to acquire the same or having objects altogether or in part similar to those of this Company.

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

(g) To manufacture tea leaf and (or) other products.

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

(i) To borrow or raise money for the purposes of the Company, or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money or any other purpose to issue any mortgages, debentures, debenture stock bonds or obligations of the Company, either at par, premium, or discount, and either redeemable or irredeemable or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company, and to exchange or vary from time to time any such securities.

(j) To make, accept, endorse, and execute promissory notes, bills of exchange, and other negotiable instruments.

(k) 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 the Company is Two hundred thousand Rupees (Rs. 200,000), divided into two thousand shares of One hundred Rupees (Rs. 100) each, with power to increase or reduce. The shares forming the capital (original, increased, or reduced) of the Company may be divided into such classes, with such preferences and other special incidents, and be held on such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
W. S. R. COX, Donnybrook, Watawala	One
F. J. DE SARAM, Colombo	One
R. F. DE SARAM, Colombo	One
E. JOHN, Colombo	One
REGINALD JOHN, Colombo	One
EDWARD HARCOURT SKRINE, Osborne, Hatton	One
CHARLES CAMPION, Osborne, Hatton	One

Witness to the signatures of William Stanley Ramsay Cox, Frederick John de Saram, Richard Francis de Saram, Edwin John, and Reginald John :  
GEORGE DE SARAM, Proctor, Colombo.

Witness to the signatures of Edward Harcourt Skrine and Charles Campion:

CHAS. E. SHUTTLEWORTH, Osborne, Hatton.

Dated the 9th day of March, 1897.

## ARTICLES OF ASSOCIATION OF THE DONNYBROOK TEA COMPANY, LIMITED.

## REGULATIONS.

1. The regulations contained in Table C in the schedule annexed to "The Joint Stock Companies Ordinance, 1861," shall not apply to this Company, which shall be governed by the regulations contained in these Articles, but subject to repeal, addition, or alteration by special resolutions. The Company may by special resolution alter or make provision instead of, or in addition to, any of the regulations of the Company, whether contained or comprised in these Articles or not.

2. The Company shall forthwith, after its incorporation, acquire the following estates, to wit, (1) Exmouth (or Donnybrook) Estate, in extent 191 acres or thereabouts, situated in the District of Uda Bulatgama, Central Province, Ceylon; and (2) Frome (or Midford) Estate, in extent 184 acres or thereabouts, situated in Maskeliya Valley, Central Province, Ceylon, for the sum of Rs. 102,600, as from the 1st day of January, 1897.

3. Between the said 1st day of January, 1897, and the 1st day of January, 1901, the Company shall plant and bring into cultivation the said estates in a good, careful, and husbandmanlike manner, and so much of the said estates as shall hereafter be planted with tea shall be planted from tea seed of undoubtedly good character, which the Directors shall carefully select for that purpose. And the Directors shall direct special care to be taken of the young tea plants so as to ensure the greatest ultimate yield when they come to full bearing, the cutting down of and the undue plucking from young tea bushes during the said period being hereby expressly prohibited.

4. *Conduct of Business.*—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.

## ORIGINAL CAPITAL.

5. *Nature and Amount.*—The original capital of the Company is Rs. 200,000, divided into 1,026 proprietors' shares of Rs. 100 each and 974 finance shares of Rs. 100 each. Of the 1,026 proprietors' shares, the original proprietors of the said estates, to wit, Edward Harcourt Skrine, William Stanley Ramsay Cox, Charles Campion, and George Pargiter Fuller (hereinafter referred to as the original proprietors), shall be allotted 254 fully paid up shares each as the consideration to be paid to them for the sale by them of the said estates to the Company, the remaining ten proprietors' shares shall be allotted to ten persons not being any of the said original proprietors.

6. *Control.*—(a) The proprietors' shares shall be held by the original holders thereof until the 1st day of January, 1901, and shall not be sold, transferred, or disposed of by them except as herein specially provided in that behalf.

(b) No holder of proprietors' shares, being one of the said original proprietors, shall sell, transfer, or dispose of his proprietors' shares before the 1st day of January, 1901, except by sale or transfer at par to the other original proprietors, if they are willing to purchase the same, in which case they shall divide the shares so sold or transferred equally among them, or except with the previous consent of all the other original proprietors; and any person acquiring any proprietors' shares by such sale or transfer shall be bound by the restriction in this clause contained as though he were one of the said original proprietors. Provided that the said George Pargiter Fuller shall, notwithstanding this restriction, be entitled at any time before the said 1st day of January, 1901, to sell or transfer the proprietors' shares held by him to his son Edward Fleetwood Fuller upon or after his attaining the age of twenty-one years, and upon such transfer taking effect the said Edward Fleetwood Fuller shall be deemed and taken to be one of the original proprietors in the room and stead of the said George Pargiter Fuller, and shall be entitled to all the rights and privileges and subject to all the liabilities of or belonging or attaching to an original proprietor. Provided further, that any holder of a proprietors' share, not being an original proprietor, may at any time before the said 1st day of January, 1901, with the previous consent of the Directors, sell or transfer his said share to any person.

(c) As from and after the 1st day of January, 1901, the proprietors' shares shall stand on precisely the same footing as, and shall be subject to, the same control, terms, conditions, and regulations as are applicable to the sale, transfer, or disposal of fully paid up finance shares.

(d) All finance shares issued prior to the 1st day of January, 1901, shall be allotted in the first instance to the original proprietors still being Shareholders, in multiples of four, so as to secure to each such proprietor the option of acquiring an equal proportion of such shares; and if any such shares shall not be accepted by an original proprietor within the time specified in that behalf by the Directors, such shares shall then be offered to the original proprietors who have accepted their allotment of like shares, and should any such shares so offered not be taken up by the original proprietors, the same shall then be offered to the registered Shareholders of the Company, other than the original proprietors, in proportion to the shares held by them.

(e) As from and after the 1st day of January, 1901, all shares that have not been allotted shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons on such terms and conditions and at such times as the Directors think fit.

7. *Acceptance.*—Every person other than an original proprietor 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.

8. *Payment.*—Of the full amount of Rs. 100 per share, Rs. 20 shall be paid on application, and the balance Rs. 80 shall be paid on allotment of each share.

9. *Interest on unpaid.*—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 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.

10. *Issue.*—All finance 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 shall be offered by the Directors to such of the registered Shareholders as have accepted their allotment of like shares, and should any of such shares so offered not be taken up by the registered Shareholders, the Directors may dispose of the same 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.

#### INCREASE OF CAPITAL.

11. *Nature and Amount.*—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.

12. *Same as Original Capital.*—Any capital raised by the creation of new shares shall, subject as aforesaid, be considered part of the original capital, and shall accordingly be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, surrender, and otherwise.

#### NEW SHARES.

13. *Terms and Conditions.*—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 shall be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to dividends and to ranking in the distribution of the assets of the Company, and with a special or without any right of voting.

14. *Issue.*—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 amount of 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 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.

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

#### SHARE CERTIFICATES.

16. *Certificates.*—The certificates of title to shares shall be issued under the seal of the Company and signed by two Directors or by one Director and the Secretary, or in such other manner as the Directors shall prescribe.

17. *How issued.*—Every member shall be entitled to one certificate for all the shares registered in his name, or to several certificates, each for a part of such shares; and every certificate of shares shall specify the number of shares in respect of which it is issued, the class, and the amount paid up thereon or credited thereto.

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

20. *Company not bound to recognize any interest in Share other than that of Registered Holder, or of any Person under Clause 35.*—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 an absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 35 to become a Shareholder in respect of any share.

#### JOINT HOLDERS.

21. *Certificate to the first named.*—The certificates of shares registered in the names of two or more persons shall be delivered to the person first named in the register in respect thereof.

22. *Receipts and Votes.*—Any one of the joint-holders of a share 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.

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

24. *Liability of Joint-holders.*—Joint-holders shall be severally as well as jointly liable for all instalments and calls in respect thereof.

## CALLS.

25. *Directors may make Calls.*—The Directors may from time to time make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them, and not by the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made upon him to the person and at the time and at the place appointed by the Directors. A call may be made either in one sum or by two or more instalments.

26. *Time when made.*—A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed.

27. *Notice of Call.*—Two months' notice at the least of any call shall be given, specifying the time and place of payment and to whom such call shall be paid.

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

29. *Payments in anticipation of Calls.*—The Directors may, at their discretion, receive from any member willing to advance the same, and upon such terms as they think fit, including a condition that the same may be applied in extinction of future calls although not then made, all or any part of the moneys due upon the shares held by such member beyond the sums paid up or payable thereon, and in particular such moneys may be received upon the terms that interest shall be paid thereon, or on so much thereof as for the time being exceeds the amount called up.

## TRANSFER OF SHARES.

30. *Exercise of Rights.*—No person shall exercise any rights of a member until his name shall have been entered in the register of members, and he shall have paid all calls and other moneys for the time being payable on every share in the Company held by him.

31. *Transfer of Shares.*—Subject to the restrictions of these Articles, any member may transfer all or any of his shares. The instrument of transfer of any share shall be in writing, signed both by the transferor and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register in respect thereof.

32. *Refusal to Register.*—The Directors may decline to register any transfer of shares by a Shareholder who is indebted to the Company, or of any share on which the Company has a lien, or any transfer of shares made by any person in any case where they shall consider the proposed transferee to be an irresponsible person, or that the transfer will not be conducive to the interest of the Company, or in case of shares not fully paid up to any person not approved by them. The Directors shall not be required to assign any reason for so declining. In the event of the Directors declining to register a transfer, they shall, upon the request of the Shareholder desirous of executing the same, convene an Extraordinary General Meeting of the Company to resolve whether the said transfer shall be registered or not; and the resolution of such General Meeting shall be absolute.

33. *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 or his right to transfer his shares, and a fee of Rs. 2.50, or such other sum as the Directors shall from time to time determine, must be paid, and thereupon the Directors, subject to the powers vested in them by Article 32, shall register the transferee as a Shareholder and retain the instrument of transfer, but any instrument of transfer which the Directors may decline to register shall on demand be returned to the person depositing the same.

34. *Close of Books.*—The transfer books shall be closed during the fourteen days immediately preceding the Ordinary General Meeting in each year.

## TRANSMISSION OF SHARES.

35. *Death of Shareholder.*—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.

36. *Registration of new Interest.*—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.

37. *Transfer of new Interest.*—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. The person so becoming entitled shall testify such election by executing to his nominee a transfer of such share. 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 Directors shall, subject to the powers vested in them by Article 32, register the transferee as a Shareholder.

## SURRENDER OF SHARES.

38. *Terms of.*—The Directors may accept, in the name and for the benefit of the Company, upon such terms and conditions as may be arranged, the surrender of any shares in the capital of the Company, and any share so surrendered shall be dealt with in the same manner as is provided in these Articles with regard to forfeited shares.

## FORFEITURE OF SHARES.

39. *Preliminary Notice.*—If any Shareholder fails to pay any allotment money, or call, or instalment 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, and all expenses that may have been incurred by the Company by reason of such non-payment.

40. *Terms of Notice.*—The notice shall name a day (not being less than twenty-eight days from the date of the notice) and a place or places on and at which such allotment money, or 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 allotment money, or call, or instalment is payable will be liable to be forfeited.

41. If the requisitions of any such notice as aforesaid are not complied with, any shares in respect of which such notice has been given may, at any time thereafter before payment of all moneys, calls, or instalments and interest and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect.

42. *Disposal of Shares forfeited.*—Any shares so forfeited shall be deemed to be the property of the Company, and the Directors may sell, re-allot, or otherwise dispose of the same in such manner as they think fit.

43. *Continuing liability.*—Any member whose shares have been forfeited shall, notwithstanding, be liable to pay, and shall forthwith pay to the Company all moneys, calls, instalments, interest, and expenses owing upon or in respect of such shares at the time of forfeiture, together with legal interest thereon from the time of forfeiture until payment; and the Directors may enforce the payment of such moneys or any part thereof if they think fit.

44. *Annulment.*—The Directors may at any time before any share so forfeited shall have been sold, re-allotted, or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

#### LIEN OF COMPANY ON SHARES.

45. *Paramount.*—The Company shall have a first and paramount lien upon all the shares not fully paid up registered in the name of any member (whether solely or jointly with others) for his debts, liabilities, and engagements, solely or jointly with any other person to or with the Company, whether the period for the payment or discharge thereof shall have actually arrived or not, and such lien shall extend to all dividends declared on such shares.

46. *Enforcement.*—For the purposes of enforcing such lien the Directors may sell the shares subject thereto in such manner as they think fit, but no sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such member, his executors, or administrators, and default shall have been made by him or them in the payment, fulfilment, or discharge of such debts, liabilities, or engagements for seven days after such notice.

47. *Application of Proceeds.*—The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities, or engagements of such member, and the residue (if any) paid to such member, or his executors, administrators, or assigns.

48. *Transfer.*—Upon any sale in purported exercise of the powers given by these Articles, the Directors may cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings or the application of the purchase money; and after his name has been entered in the register in respect of such shares the sale shall not, as against him, be impeached by the former holder of the shares or any other person, and the remedy of any member or person aggrieved by such sale shall be in damages only, and against the Company exclusively.

#### PREFERENCE SHARES.

49. *Preference and Deferred Shares.*—Any shares from time to time to be issued or created after the 1st day of January, 1901, may from time to time be issued with any such guarantee or any such right of preference, whether in respect of dividend or of repayment of capital, or both, or any such other special privilege or advantage over any shares previously issued, or then about to be issued (other than shares issued with a preference), or at such a premium, or with such deferred rights as compared with any shares previously issued, or then about to be issued, or subject to any such conditions or provisions and with any such right or without any right of voting, and generally on such terms as the Company may from time to time by special resolution determine.

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

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

#### REDUCTION OF CAPITAL.

52. *Reduction of Capital.*—The Company may from time to time, by special resolution, reduce its capital, and may consolidate or subdivide any of its shares which have not been taken or agreed to be taken by any person. Paid up capital may be returned upon the footing that the amount may be called up again or otherwise.

#### BORROWING POWERS.

53. *Power to Borrow.*—The Directors may, from and after the 1st day of January, 1901, 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 further moneys so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed rupees two thousand five hundred. Only with the sanction of a General Meeting the Directors shall be entitled to borrow such further sum or sums and at such rates of interest as such meeting shall determine.

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

55. *Proof of Power to Borrow.*—A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in Article 54 and subscribed by two or more of the Directors or by one Director and the Secretary, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors; and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it be proved that such creditor was aware that it was so granted.

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

#### GENERAL MEETINGS.

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

58. *Subsequent General Meetings.*—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 1st day of January in each year as the Directors shall determine.

59. *Ordinary and Extraordinary.*—The above-named General Meetings shall be called Ordinary Meetings; all other General Meetings shall be called Extraordinary.

60. *Convening, Extraordinary.*—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.

61. *Requisition for Extraordinary.*—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.

62. *Time and Place for Extraordinary.*—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.

63. *Advertisement of Extraordinary.*—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.

#### PROCEEDINGS AT GENERAL MEETINGS.

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

65. *Notice of.*—Such notice shall be given by leaving a copy of the resolution at the registered office of the Company.

66. *Quorum.*—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.

67. *Want of Quorum.*—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*.

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

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

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

71. *Adjournment.*—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.

72. *Poll.*—At any General Meeting, unless a poll is demanded in writing by at least two Shareholders personally present, 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. 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.

#### VOTES OF SHAREHOLDERS.

73. *Proportion of Votes to Shares.*—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 three shares held by him beyond the first seven up to ten, and an additional vote for every five shares beyond the first ten.

74. *Sale or Winding Up.*—When voting on a resolution involving the sale of the Company's estates or any portion thereof, or the winding up of the Company, every Shareholder shall have one vote for every share held by him.

75. *Legal Disability.*—If any Shareholder is a minor, lunatic, or idiot, or prodigal, he may vote by the person, or one of the persons if more than one, legally appointed to the charge and administration of his property.

76. *Joint Shareholders.*—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.

77. *Disqualification to Vote.*—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.

78. *Mode of Voting.*—Votes may be given either personally or by proxy. A proxy shall be appointed in writing under the hand of the appointor, or, if such appointor is a corporation, under their common seal, and shall have affixed thereto a stamp of such value as shall in law be requisite. Any instrument appointing a proxy may be in the following form:—

#### *The Donnybrook Tea 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 \_\_\_\_\_, and at any adjournment thereof, and at every poll which may be taken in consequence thereof.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, One thousand Eight hundred and \_\_\_\_\_.

79. *Proxy.*—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.

80. *Number of Directors.*—Until otherwise determined by a General Meeting, the number of Directors shall be not more than four nor less than two.

81. *Qualification of Directors.*—The qualification of a Director shall be the holding of shares or stock of the nominal amount of rupees five thousand. A first Director may act before acquiring this qualification, but shall in any case acquire the same on or before the First day of January, 1901; and unless he shall do so he shall be deemed to have agreed to take the said shares or stock from the Company, and the same shall be forthwith allotted to him accordingly.

82. *First Directors.*—The first Directors shall be the said Edward Harcourt Skrine, William Stanley Ramsay Cox and Charles Campion, with power to add one other Director to their number, and in the event of the death or of the absence of any Director from the Island to appoint another to act in his place or during such absence, and they shall hold office, except in the event of their becoming respectively disqualified, until the first Ordinary General Meeting of the Company after the First day of January, 1901.

83. *Vacancy in the Board.*—Any casual vacancy in the Board occurring subsequent to the first ordinary General Meeting of the Company held after the 1st day of January 1901, may be filled up by the Board, but any person so chosen shall hold his office only until the next Annual General Meeting.

84. *If Directors suffice to form a Quorum.*—The powers or functions of a Board shall not cease or be suspended so long as the Board consists of a sufficient number of Directors to form a quorum, although the number of Directors should, from any cause whatever, have fallen below the prescribed lowest number of Directors.

85. *Remuneration of Directors.*—The Directors shall serve without fee till the First day of January, 1901, after which date they shall be entitled to receive out of the funds of the Company such annual sum not exceeding Rs. 1,500, and not less than Rs. 1,000, as may be determined by the Shareholders in General Meeting. Such remuneration shall be exclusive of the sum paid to the members of any Local Board or Committee, or of the sum paid by salary or remuneration to any Managing Director or Directors, and shall be divided among the Directors as they may determine.



86. *Remuneration for extra Services.*—If any Director shall be called upon to go or reside abroad on the Company's business, or otherwise perform extra services at home or abroad, the Board may arrange with such Director for such special remuneration for such services, either by way of salary, commission, or the payment of a stated sum of money as they shall think fit.

#### DISQUALIFICATION OF DIRECTORS.

87. *Resignation of Director.*—A Director may at any time give notice in writing of his wish to retire by delivering such notice at the office of the Company, and on the acceptance by the Board of his resignation, but not before, his office shall be vacant.

88. *When Office of Director to be vacated.*—The office of a Director shall be vacated, if he ceases to hold the required number of shares to qualify him for the office, if by notice in writing to the Company he resigns his office, if he becomes bankrupt or insolvent, or files a petition for the liquidation of his affairs, or compounds with his creditors, if he is found lunatic, or becomes of unsound mind.

89. *Removal of Director.*—The Company may, by an extraordinary resolution, remove any Director, including a Managing Director, before the expiration of his period of office, and on such removal may by an extraordinary resolution appoint a qualified member in his stead, and the Director so appointed shall in all respects stand in the place of his predecessor.

90. *Director interested in a Contract.*—No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser, or otherwise; nor shall any such contract or arrangement entered into by or on behalf of the Company with any Company or partnership of or in which any Director shall be a member or otherwise interested be avoided; nor shall any Director so contracting, or being such a member, or so interested; be liable to account to the Company for any profit realized by any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relation thereby established, but no Director shall vote in respect of any such contract or arrangement; and the nature of his interest where it does not appear on the face of the contract shall be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on, if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest.

#### ROTATION OF DIRECTORS.

91. *Number to Retire.*—At the first Ordinary Meeting of the Company after the First day of January 1901, 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 the number next below one-third, shall retire from office, but if qualified shall be eligible for re-election.

92. *Retirement by Seniority.*—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.

93. *Decision of question as to Retirement.*—When any question arises as to retirement of any Director or Directors; it shall be decided by the Board, whose decision shall be final and binding on all concerned.

94. *Election.*—The Company at the Ordinary General Meeting shall fill up the offices vacated by the retiring Directors by electing a like number of persons.

95. *Old Directors when continued.*—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.

96. *Increase or reduction of number of Directors.*—The Company in General Meeting may from time to time increase or reduce the number of Directors and alter their qualifications.

97. *Additional Directors.*—Upon the passing of a resolution for an increase in the number of Directors, the Company in General Meeting may forthwith elect such additional Director or Directors, and may also determine in what manner or rotation such increased or reduced number is to go out of office.

#### MANAGING DIRECTOR.

98. *Appointment, Remuneration, and Powers.*—The Directors may from time to time appoint one or more of their body to be visiting agent of the Company, either for a fixed term or without any limitation as to the period for which he is to hold such office, and may, subject to any contract between him and the Company from time to time remove or dismiss him from office and appoint another in his place. The remuneration of a visiting agent shall subject to any contract between him and the Company from time to time be fixed by the Directors, and may be by way of salary, commission, percentage, or participation in profits, or by any or all of those modes. The Directors may from time to time entrust to and confer upon a visiting agent for the time being such of the powers exercisable under these presents by the Directors as they may think fit, and may 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 they think expedient, and may from time to time revoke, withdraw, alter, or vary all or any of such powers.

99. *Retirement of Managing Director.*—A visiting agent shall not, while he continues to hold that office, be subject to retire by rotation, but (subject to the provisions of any contract between him and the Company) he shall be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he ceases to hold the office of Director from any cause, he shall *ipso facto* and immediately cease to be a visiting agent.

100. *Vacancy in Office.*—In the case of any vacancy in the office of visiting agent the Directors may either fill up the office by the appointment of some other of the Directors, or may discontinue such office as they may think fit.



## PROCEEDINGS OF DIRECTORS.

101. *Meetings of Directors.*—The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and two Directors shall form a quorum.

102. *Summoning Meetings; Questions how decided.*—A Director may, and the Secretary at the request of any Director shall, at any time summon a meeting of the Directors. Questions arising at any meeting of Directors shall be decided by a majority of votes of the Directors present, and in case of equality of votes the Chairman shall have a casting vote, except when there are only two Directors present.

103. *President at Meetings.*—The Directors may elect a Chairman and Deputy Chairman of their meetings, and may determine the period for which such officers shall respectively hold office. In the absence of the Chairman (if any) the Deputy Chairman (if any) shall preside. If such officers have not been appointed, or if neither be present at the time appointed for a meeting, the Directors present shall choose some one of their number to be Chairman of such meeting.

104. *Minutes.*—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.

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

105. *Powers of a Meeting of Directors.*—A meeting of Directors at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and discretions by or under these presents vested in or exerciseable by the Directors generally.

106. *Unanimous Resolution in Writing.*—A resolution in writing 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.

107. *Delegation of Directors' Powers.*—The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit, and may revoke the appointment of any such committee. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Directors.

108. *Regulation of Proceedings of Committee.*—The meetings and proceedings of any such committee consisting of two or more members 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 the committee or by any such regulations as aforesaid.

## POWERS OF DIRECTORS.

109. *Powers of Directors.*—The management of the business and the control of the Company shall be vested in the Directors, who, in addition to the powers and authorities by these presents expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company, and are not hereby or by Ordinance expressly directed or required to be exercised or done by the Company in General Meeting ; but subject, nevertheless, to such regulations not being inconsistent with these presents as may from time to time be made by extraordinary resolution of a General Meeting, but no regulation so made shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

110. *Special Powers.*—Without prejudice to the general powers conferred by the last preceding clause and to other powers and authorities conferred by these Articles, it is hereby expressly declared that the Directors shall be entrusted with the following powers, viz.:—

- (1) To purchase or otherwise acquire for the Company any property, rights, or privileges which the Company is authorized to acquire, at such price and generally on such terms and conditions as they may think fit.
- (2) At their discretion to pay for any property or rights acquired by, or services rendered to, the Company either wholly or partially in cash or in shares issued as fully or partly paid up shares, bonds, debentures, or other securities of the Company, or to secure the payment of the purchase money of any property, rights, or privileges so acquired by mortgage or charge of or upon all or any of the property and rights of the Company either original or so acquired.
- (3) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of or upon all or any of the property and rights of the Company, including its uncalled capital for the time being, or in such other manner as they may think fit. To make rules or regulations for the management of the property of the Company, and for that purpose to appoint and, at their discretion, to remove or suspend, without assigning reason or cause therefor, such managers, secretaries, officers, clerks, agents, and servants for permanent, temporary, or special services as they may from time to time think fit, and invest them with such powers as they may deem expedient, and to determine their duties and fix their salaries or emoluments which may be paid out of the funds of the Company, or by way of participation in profits, or both, and to require security in such instances and to such amount as they may think fit.
- (4) To make temporary advances, deposits, or loans of any money not for the time being required for the purposes of the Company to such persons, and upon such security other than shares of the Company as they may think fit, and generally to direct, manage, and control the receipt, custody, employment, investment, and expenditure of the moneys and funds of the Company, and the keeping of the accounts of the Company.

- (5) To execute in the name and on behalf of the Company such mortgages, charges, and other securities on the Company's property (present and future), including its uncalled capital, as they think fit, in favour of any Director or Directors of the Company or other person who may incur or be about to incur any personal liability, whether as principal or surety for the benefit of the Company, or in favour of any trustee or trustees to secure payment of moneys lent and advanced to the Company upon debentures or otherwise, and any such instrument may contain a power of sale, and such other terms, conditions, powers, covenants, and provisions as may be agreed on, or as in their discretion the Directors may deem necessary or expedient.
- (6) To institute, conduct, defend, compound, or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims or demands by or against the Company.
- (7) To refer any claims or demands by or against the Company to arbitration, and to perform, observe, and carry out the awards thereon.
- (8) To make, draw, accept, and endorse cheques, promissory notes, or bills of exchange on behalf of the Company.
- (9) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands of the Company.
- (10) To act on behalf of the Company in all matters in relation to bankrupts and insolvents.
- (11) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction, and such interest or commission shall be treated as part of the working expenses of the Company, and to pay commissions and make allowances to any person introducing business to the Company, or otherwise assisting or promoting the interests thereof.
- (12) To apply for, acquire by purchase or otherwise, any concessions, privileges, or contracts, and to carry out the same.
- (13) To cause the Company to be registered, incorporated, or domiciled in any foreign country, colony, or elsewhere, and to establish such agencies for carrying on the business of the Company either in the United Kingdom, Ceylon, or in the Colonies, or the United States of America, South America, or elsewhere as they may think fit.
- (14) To negotiate for, and subject to the approval of the Company in General Meeting, contract for the transfer of its undertaking or any part thereof as a going concern, with or subject to the benefit of all or any part of its property or assets, and subject or not subject to all or any of its obligations and liabilities.

#### COMMITTEES AND DELEGATION OF POWERS.

111. *Sub-Administration.*—The Directors may from time to time provide for the administration and management of the affairs of the Company in the United Kingdom, India, or elsewhere abroad in such manner as they shall think fit, and in particular may appoint any local managers, and establish any committees of administration or advice, or agencies for managing the same, and may appoint any persons to be members of any such committee, and may delegate to them such of the powers, authorities, and discretions for the time being vested in the Directors as they may think fit, and may fix their remuneration, and authorize them to fill up vacancies, and to act notwithstanding vacancies, any such appointment being made on such terms and subject to such conditions as the Directors may think fit, and the Directors may at any time remove any person so appointed.

112. *Appointment of Attorney.*—The Directors may at any time and from time to time, by deed under the seal of the Company, appoint any person or persons to be the attorney or attorneys of the Company for such purposes, and with such powers, authorities, and discretions (not exceeding those vested in or exerciseable by the Directors under these presents, but including power to sub-delegate), and for such period and subject to such conditions as the Directors may from time to time think fit.

113. *Who may be made Attorney.*—Any such appointment as referred to in the previous clause may, if the Directors think fit, be made in favour of the members or any of the members of any committee established in virtue of these presents, or in favour of any Company, or of the members or managers of any Company or firm, or otherwise in favour of any fluctuating body of persons, whether nominated directly or indirectly by the Directors. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney or attorneys as the Directors think fit, and any such delegates or attorneys may be authorized by the Directors to sub-delegate all or any of the powers, authorities, or discretions for the time being vested in them.

#### TRUSTEES.

114. *Trustees.*—The Directors may, if they think fit, at any time appoint any corporation or any person or persons to act as trustee or trustees for any of the purposes of the Company, and in particular to accept and hold in trust for the Company any property belonging to the Company or in which it is interested, and may execute and do all such acts, deeds, and things as may be necessary to vest the same in any such corporation, person, or persons. Any trustee so appointed may be removed by the Directors, and shall have such remuneration, powers, and indemnities, and perform such duties, and be subject to such regulations as the Directors may determine.

#### COMMON SEAL.

115. *Common Seal.*—The Directors shall provide a common seal of the Company, and for the safe custody of the same; and the common seal of the Company shall not be affixed to any instrument, document, or writing, except in the presence of two or more of the Directors, or of one Director and the Secretary or Secretaries for the time being, who shall attest the sealing thereof, such attestation on the part of the Secre-

taries, in the event of a firm being the Secretaries, being signified by a partner of the said firm signing for or on behalf of the said firm as such Secretaries.

GENERAL PROVISIONS AS TO DIRECTORS AND OTHER OFFICERS.

116. *Indemnity.*—The Directors and other officers shall be indemnified by the Company against all costs, losses, and expenses incurred by them in or about the discharge of their respective duties, except such as may happen from their own respective wilful or wrongful act or default.

117. *Acts Valid notwithstanding Informal Appointment.*—All acts *bonâ fide* done by any meeting of Directors, or by a Committee of Directors, or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, 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 and act as a Director.

118. *Not liable as to Acts of Others.*—No Director, trustee, or officer, his heirs, executors, administrators, or assigns shall be liable for any other Director, trustee, or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through 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 Company's property or funds shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities, or effects shall be deposited, or for any 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 shall happen through his own wilful neglect or default.

DIVIDENDS.

119. *Profits belong to Shareholders.*—Subject to the provisions with reference to the dividends on the preference shares or stock which may from time to time be issued, and also to the other provisions of these presents, the profits of the Company shall belong to the holders of ordinary shares or stock in the capital of the Company in proportion to the amount of capital for the time being paid up or credited as having been paid up in respect of such ordinary shares or stock. Provided, nevertheless, that where money is paid up in advance of calls upon the footing that the same shall carry interest, such money shall carry interest accordingly, and shall not (whilst carrying interest) confer a right to participate in profits.

120. *Declaration of Dividend.*—The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interests in the profits, but no larger dividend shall be declared than is recommended by the Directors. The Company in General Meeting may, however, declare a smaller dividend.

121. *Dividend from Profits.*—No dividend shall be payable except out of the profits arising from the business of the Company, but whenever a profit shall have been derived from the Company's undertaking for and during the period covered by any balance sheet, then such profit or any part thereof may be distributed by way of dividend, notwithstanding that the undertaking may have theretofore been carried on at a loss, or that the Company's assets may not be estimated and considered equal in value to the amount of the paid up capital, and notwithstanding that any part of the paid up capital may previously to such period have been wholly or partially lost or unprofitably expended.

122. *Interim Dividend.*—The Directors may also at any time and from time to time, without the sanction of a General Meeting, distribute amongst and pay to the members out of the estimated earnings or profits of the Company, having regard to their rights and interests therein, such sum or sums of money by way or in the name of interim dividend, bonus, or interest on capital as in their judgment the position of the Company may justify.

123. *Lien on Dividends.*—The Directors may retain dividends payable on any shares upon which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities, or engagements in respect of which the lien exists, including all such sums of money as may be due and payable on account of calls or instalments unpaid.

124. *Joint-Holders.*—In case several persons are registered as the joint-holders of any share or shares, any one of such persons may give effectual receipts for all dividends and payments on account of dividends in respect of such share or shares.

125. *Loss of Dividend Warrant, &c.*—The Company shall not be responsible for the loss of any cheque, dividend warrant, or post office order which shall be sent by post in respect of dividends, whether sent by request or otherwise.

126. *Unpaid Dividends not to bear Interest.*—No unpaid interest or dividend shall bear interest as against the Company.

RESERVE FUND.

127. *Reserve Fund.*—The Directors may, but shall not be obliged, before recommending or declaring any dividend, or bonus, or interest on capital in respect of any class of shares out of or in respect of the earnings or profits of the Company for any yearly or other period, cause to be reserved and retained and set aside out of such profits such sum as they may think proper to form a reserve fund to meet contingencies or depreciations in the value of the property of the Company, or for equalizing dividends, or for repairing, improving, and maintaining any of the property of the Company, providing against losses, meeting claims on or liabilities of the Company, or for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company.

128. *Investment of Reserve Fund.*—All moneys carried to the reserve fund, and all other moneys of the Company not immediately applicable or required for any payment to be made by the Company, may be either employed in the business of the Company or be invested by the Directors upon such securities (other than the purchase of a loan upon shares of the Company) as the Directors may from time to time think proper, with power for them from time to time to deal with and vary such investment, and to dispose of all or any part thereof for the benefit of the Company, and to divide the reserve fund into such special funds as they may think fit.

## ACCOUNTS.

129. *Accounts.*—The Directors shall cause true accounts to be kept of the moneys received and expended by the Company, and all matters in respect of which such receipts and expenditure take place, and of the property, assets, credits, and liabilities of the Company.

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

131. *Balance Sheet.*—At the Ordinary Meeting in every year the Directors shall lay before the Company a balance sheet containing a summary of the property and liabilities of the Company, and if the Directors shall deem expedient, a profit and loss account made up to a date to be therein mentioned, which shall be as near the day of meeting as can be conveniently fixed.

132. *To be accompanied by Report of Directors.*—Every such statement shall be accompanied by a report of the Directors 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 members, and the amount (if any) which they propose to carry to the reserve fund according to the provisions in that behalf hereinbefore contained.

133. *Capital Expenditure.*—The cost to the Company of and incident to the acquisition by purchase of any property of a wasting nature, or any extraordinary expenditure, may be treated as capital expenditure and spread over a series of years, or otherwise treated as the Directors may determine; and the amount of such expenditure for the time being outstanding may, for the purpose of calculating the profits of the Company for the dividend, be reckoned as an asset.

134. *May be spread over a series of years.*—Any costs attending the formation of the Company, or in connection with the purchase of any business or contract, or the establishing of any new branch of business, or any extraordinary expenditure, may be spread over a series of years, and for the purpose of calculating profits, such costs or expenditure, or any part thereof, for the time being not written off may be reckoned as an asset.

## AUDIT AND INSPECTION OF ACCOUNTS.

135. *Audit.*—The accounts of the Company shall once at least in every year be examined and audited by an Auditor or Auditors.

136. *Auditors.*—The number of Auditors, the person or persons to fill the office of Auditor or Auditors, and the remuneration of the Auditor or Auditors, and his or their term of office, may from time to time be determined and varied by the Company in General Meeting.

137. *Appointment of First Auditors.*—Subject to the last Article, the Directors may appoint the first Auditor or Auditors to audit the accounts of the Company until the first Ordinary General Meeting, when he or they shall retire, but shall be re-eligible, and may fix his or their remuneration.

138. *Retirement of Auditors.*—The Auditor or Auditors for the time being shall retire at the first Ordinary General Meeting in every year, but shall be re-eligible. If on the retirement of an Auditor as aforesaid no person shall be appointed his successor by the General Meeting at which his retirement shall take place, he shall be considered as re-elected for another year, though no resolution to that effect shall be passed or proposed. If any causal vacancy shall occur in the office of Auditor, the Directors shall forthwith fill up the same.

139. *Accounts to be open to Auditor.*—All accounts of the Company shall at all times be open to the Auditor or Auditors for the purpose of audit.

140. *Balance Sheet.*—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.

141. *List of Books.*—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.

142. *Report.*—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.

143. *Accounts when conclusive.*—Every account of the Directors when audited and approved by a General Meeting shall be conclusive, except as regards any error discovered therein within three months next after approval thereof. Whenever any such error shall be discovered, it shall forthwith be corrected, and henceforth the account as corrected shall be conclusive.

## NOTICES.

144. *Service of Notices.*—Any notice may be served by the Company upon any Shareholder whose registered place of address is in Ceylon, either personally or by sending it through the post in a prepaid letter addressed to such Shareholder at the registered place of address. Notices by the Company may be authenticated by the signature (printed or written) of the Secretary or other person appointed by the Directors to do so.

145. *Address for Service.*—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. A Shareholder, whose registered place of address is not in Ceylon, shall from time to time notify in writing to the Company

some place in Ceylon to be called his address for service, which shall be deemed his registered place of address for the purpose of the last preceding clause hereof, and any notice may be served by the Company upon such Shareholder by sending it through the post in a prepaid letter addressed to him at such address.

146. *No registered Address.*—A general notice posted up in the office shall be deemed to be duly served on Shareholders who have no registered address at the expiration of twenty-four hours after it is so posted up.

147. *Joint-holders.*—All notices with respect to shares standing in the names of joint-holders shall be deemed sufficient notice to all the holders of such shares, if given to whichever of such persons is named first in the register.

148. *Notice by Post.*—Any notice sent by post shall be deemed to have been served at the time when the letter concerning the same is posted, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put in a post office box or handed in at a post office.

149. *Period of Notices.*—Where a given number of days' notice, or notice extending over any other period is required to be given, the day of service shall, but the day upon which such notice will expire shall not, be included in such number of days or other period.

#### DISTRIBUTION OF ASSETS ON WINDING UP.

150. *Distribution.*—If the Company shall be wound up, and there shall be any surplus assets after payment of all debts and satisfaction of all liabilities of the Company, such surplus assets shall be applied first in repaying to the holders of the preference shares (if any) the amounts paid up or reckoned as paid up thereon, and the balance in repaying to the holders of the ordinary shares the amounts paid up or reckoned as paid up on such ordinary shares. If there shall remain any surplus assets after repayment of the whole of the paid-up capital, such surplus assets shall be divided among the members in proportion to the capital paid up or reckoned as paid up on the shares which are held by them respectively at the commencement of the winding up.

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

In witness whereof the Subscribers to the Memorandum of Association have hereto set and subscribed their names this Ninth day of March, One thousand Eight hundred and Ninety-seven.

W. S. R. COX.

F. J. DE SARAM.

R. F. DE SARAM.

E. JOHN.

REGINALD JOHN.

EDWARD HARCOURT SKRINE.

CHARLES CAMPION.

Witness to the signatures of William Stanley Ramsay Cox, Frederick John de Saram, Richard Francis de Saram, Edwin John, and Reginald John :

GEORGE DE SARAM, Proctor, Colombo.

Witness to the signatures of Edward Harcourt Skrine and Charles Campion :

CHAS. E. SHUTTLEWORTH, Osborne, Hatton.

## MEMORANDUM OF ASSOCIATION OF THE MALAY STATES COFFEE COMPANY, LIMITED.

1. THE name of the Company is "THE MALAY STATES COFFEE 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—
  - (a) To purchase, lease, take in exchange, hire, or otherwise acquire any lands in the Malay peninsula or elsewhere, and any works, machinery, stock, plant, and real or personal, immovable or movable estate or property of any kind, and wheresoever situate, including concessions or easements or rights of any kind.
  - (b) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands, and real and personal estates or property and assets of any kind of the Company or any part thereof.
  - (c) To sell, let, lease, exchange, part with, transfer, deliver, charge, mortgage, or otherwise howsoever dispose or deal with the undertaking lands, and real and personal estate or property and assets of any kind of the Company or any part thereof.
  - (d) To plant, grow, and produce tea, coffee, cinchona, cocoa, cardamoms, rhea, ramie, plants, trees, and other natural products of any kind in the Malay peninsula or elsewhere.
  - (e) To treat, cure, submit to any process, or manufacture, and prepare for market (whether on account of the Company or others) tea, coffee, or any other such products as aforesaid, or any articles or things whatsoever, to buy, sell, trade, and deal in tea, coffee, and other plants and seed, and rice and other food and requisities for coolies, labourers, and others employed on estates, and to buy, sell, warehouse, transport by land or water, trade, and deal in tea, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever.
  - (f) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, or deposits or products, and generally to carry on the business of mining in all branches.
  - (g) To build, make, construct, equip, maintain, improve, alter, and work tea factories, coffee-curing mills, manufactories, buildings, erections, roads, tramways, and other works, matters, and things of any kind.
  - (h) To acquire by grant, purchase, license, or otherwise patents, or patent rights or other rights privilege, or concessions of any kind, and to work, exercise, grant licenses for the use of or otherwise dispose of, or deal with the same.
  - (i) To cultivate, manage, and superintend estates and properties in the Malay peninsula and elsewhere, and generally to undertake the business of estate agents in the Malay peninsula 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.
  - (j) 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, assignee, liquidator, inspector or any similar office, and to perform and discharge the duties of any such office for a commission or other remuneration or otherwise.
  - (k) To carry on the business of merchants, exporters, importers, traders, engineers, and other trades, business, or undertaking whatsoever.
  - (l) To draw, accept, make, and endorse bills of exchange, promissory notes, and other negotiable instruments.
  - (m) To lend money on any terms, and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
  - (n) To borrow and raise money for the purposes of the Company in any manner and on any terms.
  - (o) For the purposes of securing the payment of money or the performance or discharge of any obligation or liability of the Company, or for any other purpose of the Company, to mortgage and charge the undertaking lands and real and personal estate or property, and assets of the Company, present or future (including uncalled capital for the time being), or any part thereof, or to give any other kind of security, or any guarantee or obligation of any kind whatsoever.
  - (p) To make and execute mortgages, charges, debentures, debenture stock, and other securities and instruments of any kind whatsoever, with power to issue the same or any of them payable to bearer or otherwise, and at par or at a premium or discount, and perpetual or redeemable or repayable with or without a bonus or premium, and in any form and containing any provisions.
  - (q) To unite, co-operate, amalgamate, or enter into partnership or other arrangement for the sharing of profits or union of interests, or for any other purpose with any other person whatsoever.

- (r) To acquire by purchase or otherwise, and undertake all or any part of the business, property assets, and liabilities of any other person whatsoever.
- (s) To promote and establish any other Company whatsoever, and to subscribe to and hold the shares or stock of any other Company or any part thereof.
- To procure the Company to be registered or established or authorized to do business in Ceylon or in the Malay peninsula or elsewhere.
- (u) To pay for any lands and real or personal, immovable or movable estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares as fully or partially paid up.
- (v) To accept consideration for any lands and real and personal, immovable and movable estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, and generally to accept any consideration to be received by the Company in money or in shares (whether wholly or partially paid up) of any Company, or in the mortgages, debentures, or obligations of any Company or person, or partly in one of these modes and partly in another, or in any other kind or mode whatsoever.
- (w) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made except with the sanction for the time being required by law.
- (x) To do all such things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them, or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clause (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the "other objects" specified in any one paragraph are not to be limited or restricted by reference to or interference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Rs. 100,000, divided into 1,000 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 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.
W. KINGSBURY, Colombo	One
JOHN WILSON, Colombo	One
E. JOHN, Colombo	One
FRED. WM. BOIS, Colombo	One
G. W. SUHREN, Colombo	One
E. N. DAWSON, Colombo	One
V. A. JULIUS, Colombo	One

Witness to the above signatures this 26th day of February, 1897 :

E. R. WILLIAMS, Solicitor, Colombo.

## ARTICLES OF ASSOCIATION OF THE MALAY STATES COFFEE 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 Malay States Coffee 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 incorporated by Ordinance and registration, as well as individuals.

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

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

"Month" means a calendar month.

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

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

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

### BUSINESS.

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

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

### CAPITAL.

4. The original capital of the Company is One hundred thousand Rupees (Rs. 100,000), divided into one thousand (1,000) shares of One hundred Rupees (Rs. 100) each.

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

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

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

### SHARES.

8. 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.

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



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

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

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

12. Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand in such form as the Company 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 satisfaction of the Directors, and on such indemnity as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the person entitled to such lost or destroyed certificate. A sum of fifty cents shall be payable for such new certificate, plus the value of stamps on such 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.

#### CALLS.

21. 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.

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

#### TRANSFER OF SHARES.

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 transferrer, 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 transferrer 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, shall be conclusive evidence of the facts therein stated as against all persons who would have been entitled to the share but for such surrender or forfeiture, and such certificate and the receipt of the Company for the price of such share shall constitute a good title to such share, and a certificate of proprietorship shall be delivered to any person who may purchase the same from the Company, and thereupon such purchaser shall be deemed the holder of such share, discharged from all calls due prior to such purchase, and he shall not be bound to see to the application of the purchase money, nor shall his title to such share be affected by any irregularity in the proceedings in reference to such forfeiture or sale.

The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money, for the deficit, as they shall think fit, not being less than nine per 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 thereto by the Directors, and to pass resolutions in approval or disapproval thereof, and to declare dividends, and to elect Directors and Auditors in the place of those retiring by rotation, and to fix the remuneration of the Auditors; and shall also be competent to enter upon, discuss, and transact any business whatsoever of which special mention shall have been given in the notice or notices upon which the meeting was convened.

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 or represented 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 twenty-five 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 held after the expiry of three months from the incorporation of the Company.

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 appointor, or if such appointor 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 Malay States Coffee 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 fifteen hundred 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 Leybourne Francis Watson, Davidson, George MacMurray Ballardie, Walter Bridgeman Kingsbury, and Frederic William Bois, 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 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 expiration of his period of office, and may, by an ordinary resolution, appoint another person in his stead. The Director so appointed shall hold office only during such time as the Director in whose place he is appointed would have held the same if he had not been removed.

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 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 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 the 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.

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 lease, purchase, or acquisition of any lands, estates, or property they may think fit, or any share or shares thereof.

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, artisans, labourers, and other servants, for such period or periods, and with such remuneration, and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, treasurers, accountants, officers, clerks, or servants of the Company, for such reasons as they may think proper and advisable, and without assigning any cause for so doing.

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

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

## PROCEEDINGS OF DIRECTORS.

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 *prima facie* evidence of the actual and regular passing of the resolutions, and the actual and regular transaction or occurrence of the proceedings and other matters purporting to be so recorded, and of the regularity of the meeting at which the same shall appear to have taken place, and of the Chairmanship and signature of the person appearing to have signed as Chairman, and of the date on which such meeting was held.

## ACCOUNTS.

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

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 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.



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 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.

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 appointments, 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 eligible 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 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 daytime 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 interest 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 the post in a prepaid letter addressed to such Shareholder, at his registered address or place of abode, and any notice so served shall be deemed to be well served, notwithstanding that the Shareholder to whom such notice is addressed be dead, unless his executors or administrators shall have given to the Directors or to the agent or secretary or agents or secretaries of the Company their own or some other address to which notices may be sent.

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-sixth day of February, 1897.

W. KINGSBURY.  
JOHN WILSON.  
E. JOHN.  
FRED. WM. BOIS.  
G. W. SUHREN.  
E. N. DAWSON.  
V. A. JULIUS.

Witness to the above signatures :

E. R. WILLIAMS, Solicitor, Colombo.

## MEMORANDUM OF ASSOCIATION OF THE SINHALESE THEATRICAL COMPANY, LIMITED.

1. The name of the Company is "The Sinhalese Theatrical 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 give dramatic performance in the Sinhalese language.
  - (b) To encourage the study of music, painting, and dramatic literature by the Sinhalese.
4. The liability of the Shareholders is limited.
5. The nominal capital of the Company is five thousand rupees, divided into one hundred shares of Rs. 50 each, with power to increase the capital to such an amount as may be required from time to time for the business of the Company, and sanctioned by a special resolution of the Shareholders at a General Meeting.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
R. C. MAHA RAJAH (R. C. Maha Rajah, No. 62, Chekku street, Colombo) ...	9
C. DON BASTIAN (C. Don Bastian, No. 83, Fourth Cross street, Colombo) ...	2
D. H. S. ABEYRATNA (D. H. S. Abeyratna, No. 95, Dam street, Colombo) ...	2
ADRIS MENDIS (Adris Mendis Wickramasinha, Hedges Court, No. 2, Maradana, Second Division, Colombo) ...	2
N. S. FERNANDO (Nammunedewagay Suasaris Fernando, No. 12, Turret road, Colombo) ...	4
PAULUS SEGERA (Paulus Segera, No. 50, Wolfendahl street, Colombo) ...	3
A. S. FERNANDO (Aluthewage Seadoris Fernando Jayasekera, Arachchi, Canal row, the Fort, Colombo) ...	5
Total shares taken ...	27

Witness to the above signatures :

JOHN DE SILVA,  
Proctor, District Court, Colombo.

Dated at Colombo the 16th day of March, 1897.

## ARTICLES OF ASSOCIATION OF THE SINHALESE THEATRICAL COMPANY, LIMITED.

It is agreed as follows :—

With the exception of sections Nos. 6, 32, 41, 49, and 50, and except so far as those regulations are inconsistent with or modified by these presents, the regulations in Schedule C of the Ordinance No. 4 of 1861, shall, so far as the same are applicable, form part of the Articles of Association of the Company.

The Directors shall have power to pay and allow out of the funds of the Company all costs, charges, and expenses preliminary to and absolutely necessary for the establishment of the Company.

The shares may be offered to the public either together or from time to time in all limited numbers, and may be allotted and issued upon such terms and conditions as the Company shall from time to time in accordance with these Articles determine.

The transfer of any share or shares made by a Shareholder shall not be registered if in the interests of the Company the Directors deem it expedient not to do so; but if the transfer be approved, such approval shall be certified in writing under the hand of two of the Directors endorsed on such instrument of transfer, and the Company shall thereupon register the transferee as a Shareholder.

Each share held by a single Shareholder shall entitle him to one vote at all public meetings of the Company, and no person who holds less than two shares shall be eligible to the office of Director.

There shall not be more than eleven nor less than seven Directors, and five shall form a quorum.

The Provisional Directors shall be seven of the Subscribers for not less than two shares each, whose names are attached to the Memorandum of Association, and they shall continue in office, except in case of death, absence from the district, or disqualification, until the first General Meeting of the Company, when they may be re-elected by the meeting or others appointed in their stead.

The Directors shall appoint a Chairman, who will be entitled to a casting vote in all cases of an equality of votes upon any question under discussion.

The Directors shall have power to do the following things in the name and on behalf of the Company :—

To appoint or remove from time to time actors, actresses, artists, composers, musical directors, stage managers, business managers, secretaries, and other working members and bankers to the Company as they may deem expedient, and to appoint an attorney or attorneys under seal of the Company to act specially when necessary on behalf of the Company, and to appoint one of their number as *Managing Director*. Provided, however, the Secretary shall not be eligible to the office of Director.

To enter into agreements for and on behalf of the Company with composers, artists, musical directors, actors, actresses, and other working members, and to fix salaries or remuneration for such persons.

To purchase or to take on lease any land, or to take on rent any building or premises that they may think requisite or desirable for the purposes of the Company, and again to re-sell, determine the lease of or quit such premises.

To erect any building or buildings for the purpose of the Company. To execute all deeds, receipts, warrants, and other documents that they may deem necessary, and for that purpose to use, when necessary, the Company's seal.

To refer disputes to arbitration, to compromise any debt or claim due to and from the Company, and to give time to any debtor or debtors for payment of his or their debts.

To draw and sign receipts, make, accept, and endorse any bill of exchange or promissory note that may be considered necessary by a meeting of the Board of Directors for the purposes of the business of the Company.

To borrow on behalf of the Company any sum or sums of money that they may deem expedient either for the purchase or for the taking on lease of any land or buildings, or for the purposes of extension of the business of the Company, and give as security for the money so borrowed or any part thereof mortgages or other securities, bonds, bills of exchange, promissory notes, or such other securities as they may think fit. Provided that the whole amount of money due in respect of loans at any one time does not exceed half of the nominal capital of the Company, unless by consent of the Company, given at a General Meeting of the Shareholders after due notice of an intended resolution to increase the amount of loans specifying the amount proposed to be borrowed and the amount of existing loans and debts. To bring or defend any action, suit, or other legal proceedings, civil or criminal.

To carry into effect all or any of the objects of the Company as expressed in the Memorandum of Association, and to exercise all or any of the powers hereby reserved for the Company.

To have the performances given in different parts of the Island and in foreign countries, if they deem it expedient so to do.

To 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 Meetings.

Provided, however, that the seal of the Company shall not be affixed to any instrument except in the presence of three or more Directors, who shall attest the sealing thereof. And provided further that all moneys, except the moneys required for current expenses, and all bills or notes belonging to the Company shall from time to time be deposited by the Managing Directors with the bankers of the Company to the account of "The Sinhalese Theatrical Company, Limited," and that no moneys or notes so deposited shall be delivered or paid out of such bank, except on the order of at least one Managing Director and the Secretary; but such payments or withdrawals must be authorized beforehand at a meeting of the Directors, and provided that all such cheques must be signed and all bills drawn, accepted, and endorsed also by at least one Managing Director and the Secretary. Provided further that the Directors shall not have the power to purchase shares of the Company on behalf of the Company with its funds.

The capital of the Company shall not be increased without sanction of the Shareholders given by a special resolution at an Extraordinary General Meeting of the Company held for the purpose, of which notice shall have been previously given.

A declaration in writing under the hand of two of the Directors that the call in respect of a share was made and due notice thereof given to the Shareholder, and that default in payment of the call was made, and that forfeiture of the shares was declared by a resolution of Directors to that effect, shall be sufficient evidence of the facts stated as against all the Shareholders in default, and all persons claiming title to such forfeited shares. Such declaration and receipt of the Company for the price of such share when sold shall constitute a good title to any subsequent purchaser or purchasers of such shares. A certificate of proprietorship shall thereupon be delivered to the purchaser, and he shall be deemed the holder of such share subject to all the regulations contained in these presents. Forfeited shares may be redeemed by the party whose shares have been declared forfeited at any time before they are disposed of, on payment of the amount of calls due, interest and all costs incurred, and on payment thereof such shares shall re-vest in the person entitled thereto before the forfeiture.

In case of an absent Shareholder or Shareholders the duly authorized and notified attorney of such Shareholder or Shareholders shall have power to appoint a proxy to represent his or their interests. But no person shall be appointed proxy who is not a Shareholder, and the instrument appointing him shall have been deposited at the registered office of the Company not less than forty-eight hours before the time of holding any meeting at which he proposes to vote.

The office of Director shall be vacated: if he holds any office or place of profit under the Company; if he become insolvent; if he be concerned or participate in the profits of any contracts with the Company; if he participate in the profits of any work done for the Company; if he hold any office in another Company or Society for the promotion of dramatic performances.

But the above rules shall be subject to the following exceptions:—That no Director shall vacate his office by reason of his being a Shareholder in any incorporated Company which has entered into contracts with, or done any work for the Company of which he is Director, or by reason of his supplying the Company with any requisities for their business, provided the purchase be approved of by a majority of the other Directors; nevertheless he shall not vote in respect of such work or contract, and if he does so vote, his vote shall not be counted. And it is further provided that the Director of the Company may be a vendor or lessor of land, buildings, and other properties necessary for the carrying on of the business of the Company with the consent only of all the other Directors forming the Board, he himself having no vote in such matter as aforesaid and in which he is interested.

The Director shall meet once in every month or more frequently if necessary. At the monthly meeting of the Directors it will be imperative that a statement of receipts and expenditure up to that date should be left at the Company's office for the information of Shareholders. A General Meeting of the Shareholders of the Company shall be held as soon after the 31st day of December in each year as the books of the Company shall have been closed, of which meeting not less than seven days' public notice shall be given.

The Directors shall, seven days prior to these meetings, give or send to, or to the registered address of every resident Shareholder or notified attorney of an absentee Shareholder, and shall also submit to this meeting a correct statement of the affairs of the Company, their earnings and expenses during the past year, their assets and liabilities on the said 31st day of December, and shall also submit for consideration of the meeting any information and suggestions likely to forward the public convenience and the interest of the Company.

Besides the Annual General Meetings to be held as aforesaid, General Meetings shall be held quarterly, of which notices shall be sent to each Shareholder fourteen days prior to the date of the meeting, at which a quarterly report of the status of the Company shall be read by the Secretary, and Shareholders shall be allowed to make suggestions for the material improvement of the Company. No business shall be transacted at any meeting, except the declaration of a dividend, unless ten Shareholders be present, who shall form a quorum at the commencement of such business.

It shall be imperative on every Shareholder resident abroad to have an agent or attorney resident in Ceylon, lawfully authorized and notified to the Company as being authorized to receive on behalf of the said Shareholder all notices which the said Shareholder may be entitled to receive under these Articles or otherwise. And the Company shall not be bound to give notice to any Shareholder resident abroad otherwise than by giving the same to the agent or attorney so authorized and notified.

Any Shareholder who shall not have a resident agent or attorney so authorized and notified shall not be entitled to notice, and may be dealt with as having had notice, and as having agreed to dispense with such notice, anything herein contained to the contrary notwithstanding.

Every person who by operation of law, by transfer, or other means shall become entitled to any share, shall be bound by any and every notice or other document which, previous to his name and address being entered on the register in respect of his share, shall have been given to the person from whom he derives his title.

When any notice or document is delivered or sent in accordance with these presents to the registered place of abode of a Shareholder, then, notwithstanding his being then deceased, and whether or not the Company have notice

of his decease, such service of the notice or other document shall, for all purposes of these presents, be deemed service thereof on his heirs, executors, and administrators.

In witness whereof the subscribers of the Memorandum of Association have hereunto set and subscribed their names on this 16th day of March, One thousand Eight hundred and Ninety-seven.

R. C. MAHA RAJAH.  
C. DON BASTIAN.  
D. H. S. ABEYERATNA.  
ADRIS MENDIS.  
(Adris Mendis Wickramasinha.)  
N. S. FERNANDO.  
(Nammunedewagay Suasaris Fernando.)  
PAULUS SEGERA.  
(Paulus Segéra.)  
A. S. FERNANDO.  
(A. S. Fernando.)

Witness to the above signatures :

JOHN DE SILVA,  
Proctor of the District Court of Colombo.

#### Lady Havelock Gardens Company, Limited.

NOTICE is hereby given that the First Annual General Meeting of the Company will be held at the registered office of the Company, No. 15, Queen street, Fort, Colombo, on Saturday, April 10, 1897, 12 o'clock noon.

##### Business.

1. To receive the report of the Directors and accounts for the year ending 31st December, 1896.
2. To transact any other business that may be duly brought before the meeting.

By order of the Directors,  
R. W. NUNN,  
per pro. BOUSTEAD BROS.,  
Agents and Secretaries.

March 19, 1897.

#### The Yatiyantota Tea Company, Limited, (in Liquidation).

TAKE notice that, pursuant to section No. 107 of Ordinance No. 4 of 1861, a General Meeting of the Shareholders of the above-named Company will be held at No. 7, Queen street, Fort, Colombo, on Monday, April 26, 1897, at 12 noon, for the purpose of considering the accounts.

Colombo, March 23, 1897. G. H. ALSTON,  
Liquidator.

#### The Ratwatta Cocoa Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of this Company will be held at the Queen's Hotel, Kandy, on Monday, April 5, 1897, at 12.30 P.M.

1. To empower the Directors to defer the issue of new capital, authorized by the Shareholders, in favour of raising a sum not exceeding Rs. 50,000 by debentures or mortgage for the purpose of erecting a factory and planting up 200 acres more of tea.

2. To authorize the Directors from time to time, in the interests of the Company, to execute transfers of any small lots of land in exchange for other land, or to sell same if necessary.

3. To transact any other competent business.

By order of the Directors,  
J. A. MCGILLIVRAY,  
per pro. MACKWOOD & Co.,  
Agents and Secretaries.

#### The We-oya Tea Company, Limited, (in Liquidation).

TAKE notice that, pursuant to section No. 107 of Ordinance No. 4 of 1861, a General Meeting of the Shareholders of the above-named Company will be held at No. 7, Queen street, Fort, Colombo, on Monday, April 26, 1897, at 12.30 P.M., for the purpose of considering the accounts.

Colombo, March 23, 1897. G. H. ALSTON,  
Liquidator.

I HEREBY give notice that I shall from this day sign my name as James William John Stride Hatcher, instead of, as hitherto, James William John Stride.

JAMES WILLIAM JOHN STRIDE HATCHER.

Nanu-oya, March 18, 1897.

## LOCAL BOARD NOTICES.

### LOCAL BOARD OF NUWARA ELIYA.

#### Statement of Revenue and Expenditure for the year 1896.

REVENUE.							
		Amount.	Total.			Amount.	Total.
		Rs. c.	Rs. c.			Rs. c.	Rs. c.
Balance brought forward on January 1, 1896	...	—	401 33				
<i>Refund of Stamp Duty on Licenses.</i>							
Opium and bhang	...	310 0					
Liquor and hotel	...	2,879 50					
Carts and coaches	...	1,467 0					
Carriages and rickshas	...	265 0					
Gun	...	7 25					
Butchers'	...	40 0					
Proctors'	...	60 0					
		5,028 75					
Less 5 per cent. on Rs. 4,718.75	...	235 93					
		4,792 82					
<i>Licenses.</i>							
Shooting	...	—	65 0				
Fishing	...	—	107 0				
Slaughter-house fees	...	—	941 0				
Grazing and royalty on grass	...	—	544 37				
Scavengers' fees	...	—	366 0				
Royalty on sand and gravel	...	—	130 7				
<i>Rents.</i>							
Lands	...	136 0					
Lines	...	116 0					
Hearse	...	35 0					
Board room	...	75 48					
Streams	...	50 0					
		412 48					
		23,944 12					

EXPENDITURE.							
		Amount.	Total.			Amount.	Total.
		Rs. c.	Rs. c.			Rs. c.	Rs. c.
<i>Office Contingencies.</i>							
Printing and printed forms	...	81 85					
Stationery	...	134 0					
Almirah and office table	...	57 55					
Petty items	...	50 58					
		323 98					
<i>Revenue Charges.</i>							
Assessors, lands and buildings	...	180 0					
Commutation tax—commission, 1895	...	175 80					
Assessment do.	...	110 55					
Assessment clerk's allowance, 1895	...	15 0					
Do. do. 1896	...	15 0					
Assessment tax commission, 1896	...	139 80					
Inspector of coaches and carriages	...	30 0					
Commutation tax commission, 1896	...	187 80					
Dog do. do.	...	21 36					
Tom-tom beater publishing notices	...	3 50					
Tin plates	...	31 35					
Advertisements	...	2 50					
		912 66					
<i>Sanitary Charges.</i>							
Scavenging	...	1,827 15					
Latrine coolies	...	540 0					
Disinfectants	...	89 34					
Petty expenses	...	53 47					
Purchase of four bulls and two carts, casing carts in galvanized iron sheeting and repairing	...	380 53					
		2,890 49					
<i>Fines.</i>							
By Police Magistrate	...	—	83 50				
Cattle trespass	...	—	121 75				
Taxes—dog	...	—	188 0				
Commutation	...	—	1,878 0				
Assessment	...	—	4,919 74				
<i>Miscellaneous.</i>							
Sale of scavenging manure	...	300 0					
Petty items	...	119 5	419 5				
Compensation in lieu of local rates	...	—	650 0				
<i>Market Revenue and Upkeep.</i>							
Rent of stalls	...	—	1,678 0				
<i>Market Construction Account.</i>							
Sale of building materials	...	—	13 85				
<i>Sanitary.</i>							
Petty items	...	—	32 16				
Additional loan from Government	...	—	6,000 0				

	Amount. Rs. c.	Total Rs. c.		Amount. Rs. c.	Total. Rs. c.
<i>Miscellaneous.</i>			<i>Market Additional Loan.</i>		
Time signal gun ...	165 7		Paid Walker & Co. on account of balance due ...	4,414 4	
Petty items ...	73 63		New latrines ...	816 79	5,230 83
Gratuity to widow of Rawter Kan- gany of the Local Board ...	100 0	338 70	<i>Police Charges.</i>		
			Cost of police, 1896 ...	—	2,660 93
<i>Trout Fund.</i>			<i>Establishment.</i>		
Balance paid over to the Fishing Club ...	—	515 18	Secretary ...	480 0	
			Clerk ...	236 76	
<i>Acquisition of Lands for Improvement.</i>			Peon ...	24 0	
Survey fees ...	—	48 86	Inspector ...	720 0*	1,460 76
Esplanade improvements ...	—	84 84	Balance carried forward ...	—	2,311 84
					23,944 12

I, Stephen Montague Burrows, do hereby swear that the above is a true and faithful account of all moneys received and paid by me on account of the Local Board of Health and Improvement of Nuwara Eliya for the year 1896.

Sworn to before me this 31st day of December, 1896, at Nuwara Eliya :

[No Justice of the Peace available.]

S. M. BURROWS, Treasurer.  
G. J. WOUTERSZ, Member.

#### Assets and Liabilities on December 31, 1896.

ASSETS.	Rs. c.	Rs. c.	LIABILITIES.	Rs. c.	Rs. c.
Balance on December 31, 1896 ...	—	2,311 34	Audit fees for 1895 and 1896 ...	—	333 47
Assessment tax for 1896 ...	—	679 26	Assessment tax commission at 5 per cent. on Rs. 1,855.80 ...	—	92 80
Refund of stamp duty on licenses	15 0		<i>Ceylon Independent</i> : advertising sale of opium and bhang ...	—	3 0
Less 5 per cent. commission ...	0 75	14 25	Messrs. Walker, Sons & Co., for six street lamps ...	—	566 30
Rent of lines ...	—	12 0	Contractor, Roman Catholic Church road ...	—	280 0
			Mason for whitewashing market ...	—	19 50
			Albion Press, for printing ...	—	8 30
			Forester, for timber ...	—	124 99
			Coach office, for transport, &c. ...	—	119 61
			Balance ...	—	1,547 97
		3,016 85			1,468 88
					3,016 85

NOTE.—Besides the above, the Board is indebted to the Ceylon Government on loans received on account of market construction, Rs. 19,440.

I, Stephen Montague Burrows, do hereby swear that the above is a true and faithful account of the assets and liabilities of the Local Board of Health and Improvement, Nuwara Eliya, on December 31, 1896.

Sworn to before me this 31st day of December, 1896 :

[No Justice of the Peace available.]

S. M. BURROWS,  
Treasurer.