



# Ceylon Government Gazette

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and General Government Notifications.

PART II.—Legal and Judicial.

PART III.—Provincial Administration.

PART IV.—Marine and Mercantile.

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

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## UNOFFICIAL ANNOUNCEMENTS.

### The Kaluganga Navigation Company, Limited.

NOTICE is hereby given that the First Ordinary General Meeting of Shareholders will be held at the registered office of the Company, No. 22, Baillie street, Fort, Colombo, on Saturday, 4th January, 1902, at 12 noon.

#### *Business.*

- (1) To receive the report of the Directors and balance sheet made up to 30th November, 1901.
- (2) To elect four Directors.
- (3) To elect an Auditor for 1902.
- (4) To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from 21st December, 1901, to 4th January, 1902, inclusive.

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

Colombo, 19th December, 1901.

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I HEREBY give notice that I have admitted Mr. Bruno Werlich a partner in my firm.

JOHN HAGENBECK.

Colombo, December 14, 1901.

SIX weeks hence I, Seenitamby James Kanthappa of Batticaloa, presently of No. 34, Hulftsdorp street, Colombo, shall apply to the Hon. the Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the District Court of Batticaloa,

S. J. KANTHAPPA.

Colombo, December 16, 1901.

SIX weeks hence, I, Kanagasabai Thambyah of Jaffna, presently of No. 3, Princes' gate, Colombo, shall apply to the Hon. the Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the District Court of Jaffna.

K. THAMBYAH.

Colombo, December 16, 1901.

E 1

I, SAMUEL ALGERNON MARTIN of "St. Sebastian House," St. Sebastian, hereby give notice that six weeks hence I shall apply to the Hon. the Chief Justice and other Justices of the Supreme Court of the Island of Ceylon to be admitted and enrolled as a Proctor of the District Court of Chilaw.

S. A. MARTIN.

Colombo, December 16, 1901.

SIX weeks hence I, James Abraham Corea of Chilaw, presently of "Dangloben House," Dematagoda, Colombo, shall apply to the Honourable the Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled as a Proctor of the District Court of Chilaw.

J. A. COREA.

Colombo, 16th December, 1901.

SIX weeks hence I, Cecil Vincent Michael Panditte-sekere of Chilaw, presently of "Victor House," Maligakanda, Colombo, shall apply to the Honourable the Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled as a Proctor of the District Court of Chilaw.

C. V. M. PANDITTESEKERE.

Colombo, December 16, 1901.

I, RICHARD VERNON ATTYGALLE of the Police Officers' Quarters, Maradana, hereby give notice that six weeks hence, I shall apply to the Honourable the Chief Justice and the other Justices of the Supreme Court of the Island of Ceylon to be admitted and enrolled as a Proctor of the District Court of Galle.

R. VERNON ATTYGALLE.

Colombo, December 16, 1901.

SIX weeks hence I, Richard Bartholomew Gooneratne of Matara, presently of No. 57, Smallpass, shall apply to the Honourable the Chief Justice and the other Justices of the Supreme Court to be admitted and enrolled as a Proctor of the District Court of Matara.

RICHARD B. GOONERATNE.

December 18, 1901.

SIX weeks hence I, Alfred George Schokman of Kurunegala, presently of No. 32, Hill street, Colombo, shall apply to the Honourable the Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled as a Proctor of the District Court of Kurunegala.

ALFRED GEORGE SCHOKMAN.

Colombo, December 18, 1901.

I, ALOYSIUS ELIAS DE SOYZA of "Palm House," Blomendahl street, Matwal, Colombo, do hereby give notice that six weeks hence I shall apply to the Honourable the Judges of the Supreme Court to be enrolled and admitted a Proctor of the District Court of Puttalam.

A. E. DE SOYZA.

Colombo, December 19, 1901.

SIX weeks hence I, Abraham Charles Gerard Wijeyekoon of 19, Bambalapitiya, Colombo, shall apply to the Honourable the Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled an Advocate of the said Court.

A. C. G. WIJEKOON.

December 19, 1901.

THE power of attorney No. 5641, dated August 23, 1896, attested by Mr. C. de A. Guneratne, Notary of Gorakana, granted by me to Mr. Vidinlagey Abraham de Mel, is cancelled as from the 23rd January, 1901.

M. MANIMEL COORAY.

Walana, Panadure,  
December 15, 1901.

MEMORANDUM OF ASSOCIATION OF THE KALKUDAH COCOANUT ESTATE  
COMPANY, LIMITED.

1. The name of the Company is "The Kalkudah Cocoanut Estate Company, Limited."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
  - (a) To purchase the following cocoanut estate, to wit, Kalkudah, situated in the District of Batticaloa, Ceylon, containing in extent five hundred and seventeen acres or thereabouts, for One hundred and Thirteen thousand Rupees (Rs. 113,000) as from the 1st October, 1901, upon such terms and conditions as may be agreed upon between the Company and the proprietor or proprietors of the said estate. The purchase money of the said Kalkudah estate shall be paid either wholly in cash, or wholly in fully paid up shares of the Company, or partly in cash and partly in fully paid up shares of the Company.

- (b) To purchase, lease, take in exchange, or otherwise acquire any other cocoanut or tea estate or estates, 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, immovable or movable, of any kind.
- (c) To improve, plant, clear, cultivate and develop the said Kalkudah cocoanut estate and any other cocoanut or tea estates or lands that may be purchased, leased, or otherwise acquired as cocoanut estates, and (or) as tea estates or some or one of them as cocoanut estates and the other or others of them 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 Kalkudah cocoanut estate, or to any other estates or lands, that may be purchased, leased, or acquired, or elsewhere for the purposes of water supply, and (or) providing fuel or timber for the business of the Company or for any other purpose necessary for the working of the Company.
- (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.
- (f) To carry on in the said Island of Ceylon, or elsewhere, all or any of the following businesses that is to say, planters of cocoanuts, tea, and other products or produce, in all its branches; carriers of passengers and goods by land or by water; forwarding agents; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and of tug owners and wharfingers; and any other business which can or may conveniently be carried on in connection with the above, or any of them.
- (g) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, and carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses; of tug owners and wharfingers; and of any other business which can or may conveniently be carried on in connection with the above respectively.
- (h) To construct, improve, maintain, work, manage, carry out, or control any roadways, water-courses, docks, wharves, jetties, buildings, and other works and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interests, and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (i) To enter into any arrangements with any authorities, Government, Municipal, local or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (j) To purchase cocoanuts, tea leaf, and (or) other raw products for manufacture, manipulation, and (or) sale.
- (k) 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.
- (l) To manufacture copperah, tea leaf, and (or) other products.
- (m) 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 for any other purpose to create, grant, or issue any mortgages, mortgage 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 change or vary from time to time any such securities.
- (n) To make, accept, endorse, and execute promissory notes, bills of exchange, debentures, and other negotiable instruments.
- (o) 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.

- (p) To promote any other Company for the purpose of acquiring all or any part of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (q) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Two hundred and Fifty thousand Rupees (Rs. 250,000), divided into two thousand five hundred (2,500) 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 any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
A. O. TRANCHELL, Ardlaw, Agrapatna ...	... One
WINIFRED Z. TRANCHELL, Ardlaw, Agrapatna...	... One
OLIVER COLLETT, Watawala ...	... One
E. F. TRANCHELL, Kandy ...	... One
F. L. TRANCHELL, Kandy ...	... One
F. J. DE SARAM, Colombo ...	... One
GEORGE DE SARAM, Colombo ...	... One

Witness to the signatures of Adolphus Owen Tranchell and Winifred Tranchell :

J. K. SYMONS, Albion, Lindula.

Witness to the signature of Oliver Collett :

VICTOR FERNE-EDWARDS, Bin-oya, Watawala.

Witness to the signatures of Edward Frederick Tranchell and Fanny Louisa Tranchell :

A. M. WALKER, Kandy.

Witness to the signatures of Frederick John de Saram and George de Saram :

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

Dated the Fifteenth day of December, 1901.

## ARTICLES OF ASSOCIATION OF THE KALKUDAH COCOANUT ESTATE 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 resolution. 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.

## PRELIMINARY.

2. *Purchase of Estates.*—The Company shall forthwith, after its incorporation, purchase the following estate, to wit, Kalkudah, situated in the District of Batticaloa, Ceylon, containing in extent five hundred and seventeen acres or thereabouts, for One hundred and Thirteen thousand Rupees (Rs. 113,000) Ceylon currency, as from the First day of October, 1901, upon such terms and conditions as may be agreed upon between the Company and the proprietors of the said estate.

## BUSINESS.

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

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 Two hundred and Fifty thousand Rupees (Rs. 250,000), divided into two thousand five hundred (2,500) shares of One hundred rupees (Rs. 100) each.

## ORIGINAL SHARES.

6. *Control.*—The shares 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 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 One hundred rupees (Rs. 100) per share, Twenty rupees (Rs. 20) shall be paid on application, and the balance Eighty rupees (Rs. 80) shall be paid on allotment of each share, or in such other manner as the Directors shall from time to time determine and direct.

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 the actual payment.

10. *Issue.*—The shares, except where otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they may consider proper. Provided that such unissued shares shall first be offered by the Directors to the registered Shareholders for the time being of the Company as nearly as possible in proportion to the shares already held by them, and such shares as shall not be accepted by the Shareholder or Shareholders to whom the shares shall have been offered, within the time specified in that behalf by the Directors, may be disposed of by the Directors in such manner as they think most beneficial to the Company. Provided also that the Directors may at their discretion allot any unissued shares in payment for any estates or lands or other property purchased or acquired by the Company without first offering such shares to the registered Shareholders for the time being of the Company.

## 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 amount per share and in the aggregate, and with such preferential, deferred, qualified, special, or other rights, privileges or conditions attached thereto, 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 preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, as the General Meeting resolving on the creation thereof, or any other General Meeting of the Company, shall direct; and 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, lands, or other property purchased or acquired by the Company without first offering such shares to the registered Shareholders for the time being of the Company.

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 Secretaries or Secretary of the Company.

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 Article 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 Article 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 shares.

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 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 Company shall, subject to the power 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. *Forfeiture.*—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 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 time to time, at their discretion, borrow or raise any sum or sums of money for the purpose of the Company at such rate or rates of interest, and on such terms and conditions as they shall think proper, provided that the moneys so borrowed or raised at any one time shall not, without the sanction of a General Meeting, exceed rupees Three thousand (Rs. 3,000).

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

#### GENERAL MEETINGS.

57. *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 First day of April 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 requisitioner or requisitionists or any other Shareholders amounting to the required number may, himself or themselves, convene an Extraordinary General Meeting, to be held at such time or place as he or they shall think fit.

63. *Advertisement of Meetings.*—Fourteen days' notice at least, specifying the place and the hour of meeting, and 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, 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 held by him.

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 Kalkudah Coconut Estate Company, Limited.*

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_, One thousand Nine 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 not be less than three nor exceed five.

81. *Qualification of Directors.*—The qualification of a Director shall be the holding of shares or stock of the nominal amount of rupees Five hundred (Rs. 500). A first Director may act before acquiring this qualification, but shall in any case acquire the same within one month from his appointment, 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 Edward Frederick Tranchell of Kandy, Adolphus Owen Tranchell of Agrapatana, and Oliver Collett of Watawella, who shall have power to nominate and appoint any other persons to be additional Directors, so that the total number of Directors shall not at any time exceed five, and they shall hold office, except in the event of their becoming respectively disqualified, until the first Ordinary General Meeting of the Company.

83. *Vacancy in the Board.*—Any casual vacancy in the Board 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.*—As remuneration for their services, the Directors shall be entitled to receive out of the funds of the Company an annual sum not exceeding rupees One thousand (Rs. 1,000) or such other sum as may be voted by the Shareholders in General Meeting; but the Directors shall not receive any remuneration for their services in any year in which there shall have been paid a dividend on the ordinary shares of the Company at a rate less than six per centum. 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. *Resignations of Directors.*—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.

If he be absent from Ceylon for a period exceeding six months at any one time.

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 all the Directors shall retire, and at the first Ordinary Meeting in every subsequent year one of the Directors for the time being shall retire from office, but if qualified shall be eligible for re-election.

92. *Retirement by Seniority.*—The Director to retire in any year shall always be he who has 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 Managing Director or Directors 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 Managing Director 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 Managing Director 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 Managing Director 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 Managing Director.

100. *Vacancy in Office.*—In the case of any vacancy in the office of Managing Director, 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 may determine the quorum necessary for the transaction of business. And until otherwise determined two Directors shall be a quorum.

102. *Summoning Meetings; Questions how decided.*—A Director may, and the Secretary or Secretaries 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.

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 exercisable 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 carry into effect the purchase of the Kalkudah estate.
- (2) To purchase or otherwise acquire for the Company any estates, lands, 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.

(3) At their discretion to pay for any estates, lands, 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.

(4) 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.

(5) 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.

(6) To execute in the name and on behalf of the Company such bonds, mortgages, debentures, 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 security 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.

(7) To institute, conduct, defend, compound, or abandon any legal proceedings by and against the Company or other officers, or otherwise concerning the affairs of the Company, and to appoint any proctor or proctors for the said or any other purposes or any of them, 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.

(8) To refer any claims or demands by or against the Company to arbitration, and to perform, observe, and carry out the awards thereon.

(9) To make, draw, accept, and endorse cheques, promissory notes, or bills of exchange on behalf of the Company.

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

(11) To act on behalf of the Company in all matters in relation to bankrupts and insolvents.

(12) 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 interest thereof.

(13) To apply for, acquire by purchase or otherwise, any concessions, privileges, or contracts, and to carry out the same.

(14) 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.

(15) 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 exercisable 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 Secretaries, 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 any 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 casual 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 purposes 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 thenceforth 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 for 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 Fifteenth day of December, One thousand Nine hundred and One.

A. O. TRANCHELL, Ardlaw, Agrapatna.  
 WINIFRED Z. TRANCHELL, Ardlaw, Agrapatna.  
 OLIVER COLLETT, Watawala.  
 E. F. TRANCHELL, Kandy.  
 F. L. TRANCHELL, Kandy.  
 F. J. DE SARAM, Colombo.  
 GEORGE DE SARAM, Colombo.

Witness to the signatures of Adolphus Owen Tranchell and Winifred Tranchell :

J. K. SYMONS, Albion, Lindula.

Witness to the signature of Oliver Collett :

VICTOR FERNE-EDWARDS, Bin-oya, Watawala.

Witness to the signatures of Edward Frederick Tranchell and Fanny Louisa Tranchell :

A. M. WALKER, Kandy.

Witness to the signatures of Frederick John de Saram and George de Saram :

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