



ஸ்ப்பட்ட (1) பிரிவின்படி நியமிக்கப்படாத இதன்கீழ் சொல்லப்பட்ட பிரசித்த இடத்தில் பிடவை வெளுக்க தடை பண்ணப்படும் :—

கிலெனி தெருவில் 30 ந் காணிக்குபின் வேரை ஆற்றில்.  
யாராவது மேல்சொன்ன தடங்களுக்கு விரோதமாக பிடவை வெளுக்க சம்பவித்தால் அவர்கள் அந்த குற்றத்தக்கு சூழ்வாளியாவான், ரூபாய் 50 க்கு மேற்படாத தண்டத்துக்கு உட்படுவார்கள்.

கொழும்பு நகரசங்க கந்தோரில்,  
1897 ம். ஆஸ்ரூ மாதம் 29 ந் உ.

கட்டளையின்படி,  
டபிளியு. ஈ. டேவிட்சன்,  
நகரசங்கத் தலைவனும் கொழும்பு மேயரும்.

## ROAD COMMITTEE NOTICES.

NOTICE is hereby given that an application having been made to the Provincial Road Committee that the provisions of "The Branch Roads Ordinance, 1896," be extended to the district of Ulapane-Nugawela for the construction therein of a cart road of an estimated length of about six miles from Ulapane to Nugawela passing through Ulapane, Mahawila, Blackford, Kanapediwatte, Riverside, Nayapane, and Nugawela estates to connect Government cart road at Ulapane, the Provincial Road Committee will on Thursday, August 19, 1897, at 2 o'clock P.M., at their office in Kandy, proceed to define the limits of the district the estates in which will, if the proposal for the construction of the said 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 amongst other estates in the district to be assessed :—

Proprietors, Agents, or Representatives.	Estates.	Acreage.
F. Tatham (W. E. Horn) ...	Ulapane ...	200
Geo. Benzie (L. W. Mortimer) ...	Mahawila ...	224
Do. (do.) ...	Kalugalla ...	97
Mrs. E. P. Wilmot (J. Wilmot) ...	Derby ...	157
Mell, Mendis & Co. (Apoohamy) ...	Mendiswatte ...	50
Kanapediwatte Tea Co., Ltd. (G. Christie) ...	Blackford ...	90
Do. do. ...	St. Cuthbert's ...	80
Do. do. ...	Kanapediwatte ...	248
Ceylon Proprietary Co. (G. G. Westland) ...	Riverside ...	390
A. S. Burrows ...	Nayapane ...	1,374
M. B. Evans (A. Bowie) ...	Nugawella ...	198
G. Simon (P. Isaacs) ...	Dambagala ...	45

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

F. BOWES,  
Provincial Road Committee's Office, for Chairman.  
Kandy, August 2, 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 under-mentioned service, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Thursday, August 19, 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.

### REPAIRS TO FLOOD DAMAGES ON the KNUCKLES ROAD.

Government moiety ...	Rs. 288-50
Private contributions ...	„ 288-50

1st and 2nd section, 2 miles.

Proprietors or Agents.	Estates.	Acreage.
Beddegama (including Allie-addie) ...	C. E. and A. C. Bonner ...	333
Colombo Commercial Co. ...	Old Tunisigalla ...	366
Whittall & Co. ...	Florence ...	151
V. Cartigasupulley ...	John's Hill ...	37
Karpasami Kankani ...	Puinagollawatta ...	25

1st to 3rd section, 3 miles.

A. P. L. Muttu Carpen Chetty ...	Hulugangawatta ...	22
S. M. Abdul Kadar ...	Galgodawatta ...	22
H. W. Hornby ...	New Tunisigalla ...	200

M. R. P. L. Perianen Chetty Wawakanattewatte ...	1st to 4th section, 4 miles.	22
G. B. Pyper ...	Allacolla ...	302
J. L. Dewar (C. B. Pyper) Overdale ...		195
F. C. Woods (A. C. Bonner) Kandaketiya Gowaragulla ...	1st to 5th section, 5 miles.	391
Maari Kangani ...	Etambemula Pupanelle-watta ...	78
Mackwood & Co. ...	Hagalla ...	97
	1st to 8th section, 7 3/4 miles.	
T. Dickson ...	Middleton ...	115
D. D. Dickson ...	Fettes ...	84
T. Dickson ...	Lebanon ...	434
D. D. Dickson ...	Leangalla ...	225
T. C. Owen ...	Goomera ...	461
	New Goomera ...	261
Chas. Strachan & Co. ...	Kituloya ...	583
Do. ...	Gangamulla ...	267
G. E. Bewley ...	Bambraella ...	306
Do. ...	Moragahaella ...	398
Do. ...	Dawatakelle ...	225
Mackwood & Co. ...	Meddakelle ...	393
T. Dickson, junior ...	Battagalla ...	402
Maari Kangany ...	M. Kangany's Land ...	50
Nerri Mohamad ...	Hunugalla ...	32

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

Provincial Road Committee's Office, F. BOWES,  
Kandy, August 3, 1897. for Chairman.

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 construction of the under-mentioned road, the Provincial Road Committee of Sabaragamuwa, acting under the provisions of section 19 of "The Branch Roads Ordinance," No. 14 of 1896, have assessed the proportion due by each estate in the district interested in the construction of the said road, as follows :—

### ELLEARAWA-KOTIYAGALA BRANCH ROAD.

Government moiety ...	Rs. 25,415
Private contributions ...	Rs. 25,415

1st to 4th section.

Total acreage, 3,493—Moiety of cost, Rs. 10,821-63—

Sectional rate, Rs. 3-09809.—Total rate, Rs. 3-09809.

Proprietors or Agents. Estates. Acreage. Assessment.

	Rs.	c.
H. N. Worship ...	Morahela ...	383 ... 1,186 55
E. M. Leaf ...	Walawe ...	578 ... 1,790 68

1st to 8th section.

Total acreage, 2,532—Moiety of cost, Rs. 14,593-37—

Sectional rate, Rs. 5-76357—Total rate, Rs. 8-86160.

A. G. Layard ...	Detenagala ...	425 ... 3,766 25
The Ceylon Hills Co ...	Rowley ...	645 ... 5,715 75
Trustees of H. W. Guy ...	Ferudale and Sherwood ...	579 ... 5,130 89
A. G. Layard ...	Maratenna ...	511 ... 4,528 36
M. Abraham Perera ...	Hituwalenna-tenna ...	372 ... 3,296 52

25,415 0

Which sums the proprietors, managers, and agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before August 21 1897.

Provincial Road Committee's Office, H. L. MOYSEY,  
Ratnapura, August 3, 1897. Chairman.

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," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

## ROAD from HATTON BRIDGE to NORWOOD.

Private contributions	Rs. 4,980
Government moiety	Rs. 4,980

## 1st and 2nd sections.

Total acreage, 49,554—Moiety of cost, Rs. 898'06—  
Sectional rate, '0181c.—Total rate, '0181c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
T. S. Dobree	Dikoya	406	7	35
O. Estates Company, Limited.	Darawella	675	12	22
Wanarajah Tea Company (Keith Rollo)	Menikwatte	489	8	85
G. C. R. Norman	Hadley	228	4	13
H. L. and R. W. Forbes (A. Craib)	Invery	306	5	54
The Ottery Tea Company	Stamford Hill No. 1	138	2	50
E. de Fonblanque	Stamford Hill No. 2	138	2	50
H. L. and R. W. Forbes (A. Craib)	Waterloo	207	3	75
Cumberbatch & Co.	Annfield	289	5	23
Sir C. A. Hartley (C. A. Hartley)	Kinloch	122	2	21
J. W. Holt (A. Craib)	St. Leys	130	2	35
B. H. S. Scott (A. Craib)	Ottery	243	4	40
A. M. Cheyne (J. Mitchell, Superintendent)	Erlismere	173	3	13
W. H. Waller (J. Mitchell, Superintendent)	Dorothea and Roscrea	205	3	71
E. G. Harding & Co.	Battalgalla	444	8	4
Lanka Plantation Co. (J. M. R. & Co.)	Gonagalla	189	3	42
Do. (do.)	Parramatta	136	2	46
Do. (do.)	Fordyce	448	8	11
Do. (do.)	Garbawn	147	2	66
W. Saunders	Barkindale	81	1	47
Chas. Mackwood & Co.	Bathford	219	3	96
Trustees of the late F. Saunders (W. Saunders)	Hornsey	254	4	60
Whittall & Co.	Ingestre	737	13	34
Felix J. Brown (W. Saunders)	Abercairney	224	4	5
Cumberbatch & Co.	Berat	226	4	9
Heirs of C. F. and J. B. Forsyth (C. L. Davies)	Blinkbonnie	223	4	4
The Ceylon Tea Plantation Co., Limited	Tillyrie	754	13	65
H. R. Trafford (W. R. Waller)	Poyston	316	5	72
K. M. Power	Bon Accord	163	2	95

## 1st to 3rd section.

Total acreage, 41,244—Moiety of cost, Rs. 884'63—  
Sectional rate, '0215c.—Total rate, '0396c.

J. A. Kerr (W. R. Tatham)	South Wanarajah	255	10	10
W. Skene (W. M. Laurie)	Lethenty and Essex	320	12	67
G. C. Elwes	Sommerville	239	9	46
A. Anson	Carfax	298	11	80

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Whittall & Co.	Castlereagh	511	20	24
S. G. D. Skrine (W. A. Lane)	Claverton	198	7	84
Whittall & Co.	Dunkeld	237	9	39
F. G. A. Lane	Blair Athol	306	12	12
E. H. Skrine	Osborne	441	17	46
Whittall & Co.	Elstree, lot 5, T. P. 97,895	167	6	61
Do.	Banff	211	8	36
F. G. A. Lane	Broad Oak	306	12	12
G. Maitland	Lot 6,461, T. P. 102,166, Blaigowrie	114	4	51

1st to 4th section.

Total acreage, 37,641—Moiety of cost, Rs. 532'20—  
Sectional rate, '0141c.—Total rate, '0537c.

Wanarajah Tea Company of Ceylon, Limited (K. Rollo)	Wanarajah	649	34	75
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1st to 5th section.

Total acreage, 36,992—Moiety of cost, Rs. 555'76—  
Sectional rate, '0150c.—Total rate, '0687c.

D. W. H. Skrine (Skrine & Co.)	Warleigh	184	12	64
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1st to 6th section.

Total acreage, 36,808—Moiety of cost, Rs. 723'84—  
Sectional rate, '0197c.—Total rate, '0884c.

F. Fowke (Aitken, Spence & Co.)	Glencairn	390	34	48
J. Hamilton (J. P. G. & Co.)	Newton	245	21	66

1st to 8th section.

Total acreage, 36,173—Moiety of cost, Rs. 1,077'41—  
Sectional rate, '0298c.—Total rate, '1182c.

Mackwood & Co. (J. Quayle)	New Valley	457	54	2
E. M. Leaf	Hallowella	238	28	13
Aitken, Spence & Co. (F. Fowke)	Rockwood	200	23	64
John Anderson	Gorthie	313	37	0
The Eastern Produce Company, Limited	Norwood	882	104	25
W. W. Hood (C. H. Hood)	Braemar	151	17	85
J. M. Robertson & Co.	Glentilt	447	52	84
E. & H. A. Webb (C. H. Hood)	Mousakele	278	32	86
F. A. Smith (H. W. Bailey)	Ekolsund	310	36	64
R. Brown and F. R. Chapman	Nyanza	394	46	57
C. H. Hood	Gangawatta	186	21	99
Do.	Kelaniya	191	22	58
Ceylon Land and Produce Co., Limited	Leaston and Rickarton	596	70	45
C. A. Hartley	Bitterne	169	19	98
H. D. Dean	Kintyre	282	33	33
G. Steuart & Co. (A. Cameron)	Brownlow	583	68	90
Do.	Tarf			
A. W. S. Sackville	Maskeliya	369	43	64
Whittall & Co.	Caskieben	207	24	47
Geo. Steuart & Co. (G. Greig)	Laxapana	536	63	36
G. Greig	York	236	27	90
Do.	Johnsland, 5,870	90	10	64
J. N. Campbell	Velladolid	240	28	37
T. N. Christie	Blantyre	243	28	72
Do.	St. Andrew's	453	53	54
C. A. Hartley & James Mickle	Dalhousie	284	33	57
Do.	Situlaganga	272	32	15
C. S. Agar	Forres	390	46	10
J. N. Campbell	Moray	228	26	95

Proprietors or Agents.	Estates.	Acreage.	Amount.	Proprietors or Agents.	Estates.	Acreage.	Amount.	
			Rs. c.				Rs. c.	
T. Scovell	... Adam's Peak	742 ...	87 60	J. M. Robertson & Co.	Elbedde	747 ...	88 30	
Whittall & Co.	... Rutherford	276 ...	32 62	W. Agar	... Lawrence	565 ...	66 78	
G. B. de Mowbray	... Dotale	108 ...	12 77	A. Ross (J. Munton)	Venture	405 ...	47 87	
T. Gray (Mackwood & Co.)	... Ovoca	256 ...	30 26	W. S. Raffin	... Upper Venture	274 ...	32 39	
Whittall & Co.	... Luccombe	478 ...	56 50	Do.	... Kew	211 ...	24 94	
H. J. Soysa	... Hapugastenne	601 ...	71 4	J. M. Robertson & Co.	St. John Del Rey	725 ...	85 70	
Whittall & Co.	... Mottingham	258 ...	30 50	(G. F. Walker)	... Portree	272 ...	32 15	
T. Gray (J. M. R. & Co.)	... Bunyan	288 ...	34 4	G. Steuart & Co.	... Portree	272 ...	32 15	
G. C. Alston	... Queensland	281 ...	33 21	C. Fetherstonhaugh (J. M. R. & Co.)	... Kirkoswald	870 ...	102 78	
J. M. Robertson & Co.	... Mocha	588 ...	69 50	J. M. Robertson & Co.	... Tientsin	385 ...	45 51	
Whittall & Co.	... Bloomfield	268 ...	31 68	G. Steuart & Co.	... Morar	484 ...	57 21	
W. Mitchell (H. F. Harris)	... Dunnetar	185 ...	21 87	G. K. Maitland	... Theresia	332 ...	39 24	
Whittall & Co.	... Brunswick	252 ...	29 79	R. P. Hudson	... Bittacy	142 ...	16 78	
J. M. Robertson & Co. (John Mitchell)	... Deeside	435 ...	51 42	A. C. Smail and T. Gidden (G. K. Maitland)	... Robgill	433 ...	51 18	
R. Porter	... Midlothian	244 ...	28 84	Colombo Commercial Co., Limited	... Bogawantalawa	625 ...	73 88	
W. Agar	... Lower Cruden	196 ...	23 17	W. Rollo (F. L. Clements)	... Chapelton	684 ...	80 80	
W. Rollo (G. S. & Co.)	... Glenugie	389 ...	45 98	L. H. Kelly (Whittall & Co.)	... Killarney	358 ...	42 32	
Do.	... Bargrove	207 ...	24 47	C. & A. Fetherstonhaugh (J. M. R. & Co.)	... Bridwell	467 ...	55 20	
R. P. and N. Macfarlane	... Ormidale	350 ...	41 37	F. & C. Hadden	... Kottiyagala	1,087 ...	128 38	
Mackwood & Co.	... Scarborough	288 ...	34 4	J. G. Fort (Skrine & Co.)	... Bogawana	440 ...	52 1	
E. Mortimer	... Cleveland	180 ...	21 28	Imperial Ceylon Tea Estates, Limited	... Freidland	165 ...	19 50	
Mackwood & Co.	... Anandale	285 ...	33 69	J. Hamilton (K. N. Plumridge, Superintendent)	... Lynstead	405 ...	47 87	
H. Blacklaw	... Ladbroke	208 ...	24 59	J. G. Fort (H. B. Roberts)	... Eltofts	290 ...	34 28	
Ceylon Tea Plantation Co., Ltd. (G. A. Talbot)	... Alton	458 ...	54 14	A. R. Lewis	... Lynford	253 ...	29 91	
Colombo Commercial Co., Limited	... Strathspey	238 ...	28 13	C. Strachan & Co.	... Campion and Kohinoor	724 ...	85 50	
Boustead Brothers	... Beaconsfield	171 ...	20 21	C. Forbes and W. A. S. Sparling, Superintendent	... Loinorn	233 ...	27 54	
W. D. Blair Brown	... Blairavon	177 ...	20 92	A. F. Souter & J. Gray	Lot 6,279, T. P. 141,850, St. Vigean's	185 ...	21 87	
H. L. Forbes and H. Blacklaw	... Lot 6,904, T. P. 108,295, Mincing Lane	198 ...	23 40	A. T. Cathcart	... Lot 6,280, T. P. 101,851, Devonford	276 ...	32 62	
C. B. Portman	... Lot 6,905, T. P. 108,297, Suriakanda	220 ...	26 0	Ceylon Land and Produce Co. (A. Philip)	Fetteresso	439 ...	51 89	
Geo. Steuart & Co.	... Lot 6,906, T. P. 108,298, Meriakotta	194 ...	22 93	F. Farr	... Lot 6,985, T. P. 110,064, Northcove	233 ...	27 54	
F. P. Williams	... Lot 6,098, T. P. 108,299, Minna	278 ...	32 86	James Sheriff, J. S. Brown (F. J. Fraser)	Dunlow & Aldie	454 ...	53 66	
J. Clarke (H. Blacklaw)	... Glencoe	209 ...	24 70				4,671 90	
F. G. A. Lane	... Lot 6,910, T. P. 108,301, Fairlawn	297 ...	35 11					
A. Ross (J. Munton)	... Lot 6,911, T. P. 108,302, Caledonia	216 ...	25 53					
W. L. Murray Menzies	... Ireby	275 ...	32 51					
F. Sikes	... Kincora	237 ...	28 1					
W. G. Lang	... Lanka & Craig-hill	204 ...	24 11					
Colombo Commercial Co., Limited	... Emelina	203 ...	24 0					
R. Cotesworth	... Stockholm	288 ...	34 4					
W. Agar	... Mahagala	290 ...	34 28					
Mrs. Hayes	... Mahanilu	290 ...	34 28					
G. Steuart & Co.	... Gouravilla	706 ...	83 35					
J. N. Campbell	... Lot 7,190, T. P. 110,362, Geddes	196 ...	23 17					
G. Zancarol and M. Rizo (T. N. Christie)	... Corfu	257 ...	0 38					
J. N. Campbell	... Lot 7,193, T. P. 110,394, Frogmore	208 ...	24 59					
T. C. Anderson	... Gartmore	612 ...	72 34					
Do.	... Lot 7,195, T. P. 110,396, Bevys							
Do.	... Larchfield							

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before August 14, 1897.

	Rs. c.	Rs. c.
N.B.—Private contributions	—	4,980 0
Unexpended balance, 1896	52 68	
First quarter, bank interest	116 61	
Second quarter, do.	138 81	
		308 10
		4,671 90

F. BOWES,  
Provincial Road Committee's Office, for Chairman.  
Kandy, July 24, 1897.

## UNOFFICIAL ANNOUNCEMENTS.

## MEMORANDUM OF ASSOCIATION OF THE PITAKANDE TEA COMPANY OF CEYLON, LIMITED.

1. The name of the Company is "The Pitakande Tea Company of Ceylon, 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 estates, to wit, the Pitakande group, comprising the estates called and known as Pitakande, Dambulagalla, Kinrara and Sylvakande, situated in the District of Matale, Ceylon, for two hundred and forty thousand rupees (Rs. 240,000) Ceylon currency, as from the First day of January 1897, upon such terms and conditions as may be agreed upon between the Company and the proprietors of the said estates.

(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 any 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 five hundred thousand rupees, divided into one thousand shares of five hundred rupees 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.
EDWARD CHARLES MITCHELL, Meppadi, Wynaad, India	One
JOSEPH FRASER, Matale	One
R. MORISON, Neboda	One
F. J. DE SARAM, Colombo	One
R. F. DE SARAM, Colombo	One
GEORGE DE SARAM, Colombo	One
F. M. DE SARAM, Colombo	One

Witness to the signature of Edward Charles Mitchell :

M. MARIEAPPEN, Overseer to Messrs. Mitchell & Mackenzie,  
Sultan's Battery, South Wynaad, India.

Witness to the other signatures :

W. DON HENRY, Clerk, Colombo.

Dated the 14th day of July, 1897.

**ARTICLES OF ASSOCIATION OF THE PITAKANDE TEA COMPANY  
OF CEYLON, 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.

**PRELIMINARY.**

2. *Purchase of Estates.*—The Company shall forthwith, after its incorporation, purchase the following estates, to wit, the Pitakande group comprising the estates called and known as Pitakande, Dambulagalla, Kinrara and Sylvakande, situated in the District of Matale, Ceylon, for two hundred and forty thousand rupees (Rs. 240,000) Ceylon currency, as from the First day of January 1897, upon such terms and conditions as may be agreed upon between the Company and the proprietors of the said estates.

**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 500,000 rupees, divided into one thousand shares of five hundred rupees 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.*—The full amount of five hundred rupees per share shall be paid at such times and in such instalments as the Directors shall determine.

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 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 Secretaries, 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 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.

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 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 transferrer and the transferee, and the transferrer 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 interests 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 transferrer or his right to transfer his shares, and a fee of rupees two and cents fifty, or such other sum as the Directors shall from time to time determine, must be paid, and thereupon the Directors, subject to the powers vested in them by 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 Shareholders.*—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 transferrer, and thereupon the Directors 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 share 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 share 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 share 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 in respect of such shares at the time of the 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 such debts, liabilities or engagements of such member, and the residue (if any) paid to such member or his executors administrators or assignus.

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 (if any) 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 or special 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 effected 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 from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the moneys so borrowed or raised, and owing at any one time shall not, without the sanction of the General Meeting, exceed rupees five thousand. Only with the sanction of a General Meeting the Directors shall be entitled to borrow any sum or sums in excess of Rs. 5,000, 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 or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors; and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it be proved that such creditor was aware that it was so granted.

56. *Assignment of Security.*—Every 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 Meetings.*—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 places 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 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 Extraordinary.*—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 for 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 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 beyond the first three up to seven, and an additional vote for every three shares held by him beyond the first seven.

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 Pitakande Tea Company of Ceylon, 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 \_\_\_\_\_ 189 —.

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 two nor exceed four.

81. *First Directors.*—The first Directors shall be Joseph Fraser of Matale; Edward Charles Mitchell of Wynaad, India; and Robert Morison of Neboda, 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 four; and, with the exception of the said Joseph Fraser, they shall hold office, except in the event of their becoming respectively disqualified, until the first Ordinary General Meeting of the Company. The said Joseph Fraser during his life shall be the Chairman of the Directors and Managing Director of the Company so long as he shall be willing to act as such, upon such terms as to salary and otherwise as may be agreed upon between him and the board.

82. *Qualification of Directors.*—The qualification of the said Joseph Fraser as such Director shall be the holding in his own right of shares or stock of the Company of the nominal amount of thirty thousand rupees (Rs. 30,000), and the qualification of every other Director shall be the holding in his own right of shares or stock of the Company of the nominal amount of five thousand rupees (Rs. 5,000). 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.

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 one thousand rupees (Rs. 1,000), or such other sum as may be voted 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. *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.

89. *Removal of Director.*—The Company may, by an extraordinary resolution, remove any Director, including a Managing Director, other than the said Joseph Fraser, before the expiration of his period of office, and on such removal may, by an ordinary 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 other than the said Joseph Fraser shall retire, and at the first Ordinary Meeting in every subsequent year one of the Directors for the time being other than the said Joseph Fraser 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 the Director who has been longest in office; and in case of Directors who have been an equal length of time in 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 office vacated by the retiring Director.

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 of their body to be Managing Director 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. But this Article shall not take effect so long as the said Joseph Fraser shall hold office as Managing Director of the Company. The remuneration of a Managing Director other than the said Joseph Fraser 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 appointed under Article 98 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.*—When the said Joseph Fraser shall cease to hold office as such Chairman, the Directors may elect a Chairman of their meetings, and may determine the period for which he shall hold office. If the Chairman be not present at the time appointed for a meeting, or if no Chairman has been appointed, 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 said Joseph Fraser, so long as he shall be Chairman and Managing Director of the Company, shall exclusively have the right to appoint all managers and superintendents of the estates of the Company and agents of the Company, and generally to supervise the management and cultivation of the estates of the Company. Subject to such right in the said Joseph Fraser, 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 Pitakande group of estates hereinbefore referred to.
- (2) 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.
- (3) 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.
- (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 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.
- (7) 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.
- (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 interests thereof.
- (13) To apply for or 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 writing or 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 Dividend 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 or 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 Secretaries 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 Fourteenth day of July, One thousand Eight hundred and Ninety-seven.

EDWARD CHARLES MITCHELL.  
JOSEPH FRASER.  
R. MORISON.  
F. J. DE SARAM.  
R. F. DE SARAM.  
GEORGE DE SARAM.  
F. M. DE SARAM.

Witness to the signature of Edward Charles Mitchell :

M. MARIEAPPEN, Overseer to Messrs. Mitchell & Mackenzie,  
Sultan's Battery, South Wynaad, India.

Witness to the other signatures :

W. DON HENRY, Clerk, Colombo.

#### MEMORANDUM OF ASSOCIATION OF THE AGRA TEA COMPANY OF CEYLON, LIMITED.

1. The name of the Company is "The Agra Tea Company of Ceylon, 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 estates or any one or more of them, to wit :—(1) Wishford, situated in the District of Dimbula, Ceylon, containing in extent one hundred and fifty-five acres and thirty-seven perches or thereabouts, for Two hundred thousand Rupees (Rs. 200,000) Ceylon currency ; (2) Ardlaw, situated in the District of Dimbula, Ceylon, containing in extent two hundred and nine acres or thereabouts, for Thirteen thousand and Twenty-five pounds sterling of lawful money of Great Britain ; and (3) Kalkudah, situated in the District of Batticaloa, Ceylon, containing in extent three hundred and thirty-three acres and one rood or thereabouts, for Sixty thousand Rupees Ceylon currency, as from the First day of July, One thousand Eight hundred and Ninety-seven, upon such terms and conditions as may be agreed upon between the Company and the proprietors of the said respective estates ; and for such purpose forthwith to borrow at interest any sum or sums of money not exceeding in the whole eight thousand pounds (£8,000) English sterling currency, upon the primary mortgage of the said estates and premises, or any one or more of them, or any part or parts thereof respectively.

(b) To purchase or lease or otherwise acquire any other 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, movable or immovable, of any kind.

(c) To improve, plant, clear, cultivate, and develop the said estates and any other estates or lands that may be purchased, leased, or otherwise acquired as tea estates, and (or) as cocoanut estates or some or one of them as tea estates, and the other or others of them as cocoanut estates, or with any other products, or in and 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 any of them, 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. 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, cocoa, cocoanuts, and other products or produce 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 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.

(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 nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into one thousand shares of Five hundred Rupees (Rs. 500) 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.
A. O. TRANCHELL, Lindula ... ..	One
JNO. K. SYMONDS, Lindula ... ..	One
JOHN SMITH, Lindula ... ..	One
F. J. DE SARAM, Colombo ... ..	One
R. F. DE SARAM, Colombo ... ..	One
JOSEPH FRASER, Matale ... ..	One
THOMAS JAMES JEBB, Matale ... ..	One

Witness to the signatures of Adolphus Owen Tranchell, John Knill Symonds, and John Smith :

A. G. SETON, Preston, Dikoya.

Witness to the signatures of Joseph Fraser and T. J. Jebb :

C. S. JONES, Pitakande, Matale.

Witness to the signatures of Frederick John de Saram and Richard Francis de Saram :

J. D. FERDINANDUS, Colombo.

Dated this 17th day of July, 1897.

## ARTICLES OF ASSOCIATION OF THE AGRA TEA COMPANY OF CEYLON, 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 estates or any one or more of them, to wit:—(1) Wishford, situated in the District of Dimbula, Ceylon, containing in extent one hundred and fifty-five acres and thirty-seven perches or thereabouts, for Two hundred thousand Rupees (Rs. 200,000) Ceylon currency; (2) Ardlaw, situated in the District of Dimbula, Ceylon, containing in extent two hundred and nine acres or thereabouts, for Thirteen thousand and Twenty-five pounds sterling of lawful money of Great Britain; and (3) Kalkudah, situated in the District of Batticaloa, Ceylon, containing in extent three hundred and thirty-three acres and one rood or thereabouts, for Sixty thousand Rupees Ceylon currency, as from the First day of July, 1897, upon such terms and conditions as may be agreed upon between the Company and the proprietors of the said respective estates.

## 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 Five hundred thousand Rupees (Rs. 500,000), divided into one thousand shares of five hundred rupees 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 five hundred rupees per share, one hundred and twenty-five rupees shall be paid on application, and the balance three hundred and seventy-five rupees 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 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 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 Secretaries or Secretary of the Company, 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 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 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 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 up or agreed to be taken up 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, at the commencement of the business of the Company borrow or raise any sum or sums of money not exceeding in the whole Eight thousand pounds (£8,000) English sterling currency at such rate or rates of interest and upon such terms and conditions as the Directors shall think fit or proper, secured by primary mortgage of the Wishford, Ardlaw, and Kalkudah estates and premises, or any one or more of them, or any part or parts thereof respectively; and thereafter the Directors may from time to time, at their discretion, borrow or raise from the Directors or other persons any further 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 the 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 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 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 July 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 Agra Tea Company of Ceylon, 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 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 thousand. 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; Joseph Fraser, of Pitakande Group, Matale; and John Knill Symonds, of Lindulle, 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 four, 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 five hundred (Rs. 1,500), or such other sum as may be voted 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. *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.

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 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 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 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 Wishford, Ardlaw and Kalkudah estates hereinbefore referred to  
 (2) To borrow at interest the sum of eight thousand pounds English sterling currency in Article 53 of these presents hereinbefore referred to, and for securing the same to execute and deliver a mortgage or mortgages charging the same upon the said Wishford, Ardlaw, and Kalkudah estates or part of the said sum on any one or two of the said estates and part thereof on the other estate or estates.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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 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.

(8) 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 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.

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

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

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

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

(13) 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.

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

(15) 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.

(16) 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 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 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 Seventeenth day of July, One thousand Eight hundred and Ninety-seven.

A. O. TRANCHELL.  
JNO. K. SYMONDS.  
JOHN SMITH.  
F. J. DE SARAM.  
R. F. DE SARAM.  
JOSEPH FRASER.  
THOMAS JAMES JEBB.

Witness to the signatures of Adolphus Owen Tranchell, John Knill Symonds, and John Smith

A. G. SETON, Preston, Dikoya.

Witness to the signatures of Joseph Fraser and T. J. Jebb :

C. S. JONES, Pitakande, Matale.

Witness to the signatures of Frederick John de Saram and Richard Francis de Saram :

J. D. FERDINANDUS, Colombo.

#### MEMORANDUM OF ASSOCIATION OF THE "CEYLON STANDARD" PRESS COMPANY, LIMITED.

1. The name of the Company is "The Ceylon Standard" Press Company, Limited.
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are:—

(a) To purchase and work one or more printing presses, and generally to carry on the business of printers, publishers, and booksellers.

(b) To own and publish a daily newspaper in the English language to be called "The Ceylon Standard," and from time to time to publish such other newspapers, magazines, or periodicals, whether in the English, Sinhalese, or Tamil languages, as may be decided upon by the Directors.

(c) To purchase or otherwise acquire any newspapers or publications owned by others, and to work the same.

(d) 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 Rs. 100,000, divided into 1,000 shares of Rs. 100 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 our respective names:—

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
C. BRITO, Dombevinne, Mirigama ...	One
ED. L. F. DE SOYSA, Alfred House, Colombo ...	One
N. D. P. SILVA, Bellesruhe, Colombo ...	One
A. E. DE SILVA, The Bower, Colombo ...	One
JNO. CLOVIS DE SILVA, Lynn Bank, Colombo ...	One
T. SANMOGAM, Devon House, Colombo ...	One
CHAS. PEIRIS, McCarthy Place, Colombo ...	One

Witness to the above signatures:

Colombo, July 19, 1897.

G. M. SILVA,  
Proctor, District Court, Colombo.

## ARTICLES OF ASSOCIATION OF THE "CEYLON STANDARD" PRESS COMPANY, LIMITED.

1. The regulations contained in Table C in the schedule annexed to "The Joint Stock Companies' Ordinance, 1861," subject to the modifications hereinafter mentioned, shall be the regulations of the Company.

The modifications are as follows:—

2. The shares of the Company shall be Rs. 100 each, of which a sum of Rs. 25 shall be paid on application for and a sum of Rs. 25 on allotment of each share, and the balance sum of Rs. 50 shall be paid in instalments of Rs. 10 as called for by the Directors.

3. 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.

## CALLS.

4. The Directors shall have power in their discretion to give time to any one or more 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.

## TRANSFER OF SHARES.

5. The Directors may on their own absolute and uncontrolled discretion decline, without assigning any reason, to register the transfer of any share or shares held by a Shareholder, which in the interest of the Company they consider it inexpedient to register.

6. 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 transfer. If the transfer be approved, such approval shall be certified in writing under the hand of two of the Directors endorsed on such instruments 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.

## FORFEITURE OF SHARES.

7. The Directors may in their discretion remit or annul the forfeiture of any shares within six months from the date thereof upon payment of all moneys due to the Company from the late holder or holders of such shares, interest, and all expenses incurred in relation to such forfeiture, but no share *bona fide* sold or re-allotted or otherwise disposed of under section 19 of the Joint Stock Companies' Ordinance shall be redeemable after sale or disposal.

## GENERAL MEETINGS AND MEETINGS OF DIRECTORS.

8. 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.

9. Subsequent General Meetings shall be held once in each year at such time and place as may be prescribed by the Company in General Meeting, and if no time and 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 Director.

10. 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 at the commencement a quorum of Shareholders entitled to vote, and ten Shareholders shall form a quorum.

11. The Directors shall, seven days prior to the General Meeting in each year, give or send to the registered address of every resident Shareholder, and also shall submit to the meeting, a correct statement of the affairs of the Company, their earnings and expenses during the past year, their assets and liabilities to the end of that period.

12. The Directors shall meet once in every month or more frequently if necessary.

## VOTE OF SHAREHOLDERS.

13. Any representative by power of attorney of any absent Shareholder duly authorized shall be entitled to vote at the meeting of the Company, and shall also have power to appoint a proxy to represent his interest at such meeting, provided always that no person can be appointed to act as proxy who is not a Shareholder in the Company. It shall be sufficient if the power of attorney or proxies are produced to the Chairman at the meeting by the Shareholder holding the same.

## DIRECTORS.

14. The number of Directors shall be not less than three nor more than seven, two of whom shall form a quorum.

15. The qualification of a Director shall be holding in his own right ten shares of 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.

16. The amount to be paid to the Directors as remuneration for their services shall be determined at the first Ordinary General Meeting of the Company.

17. The first Directors shall be C. Brito, E. L. F. de Soysa, N. D. P. de Silva, A. E. de Silva, John Clovis de Silva, T. Sanmogam, and Charles Peiris, 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.

## POWERS OF DIRECTORS.

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

To indent for and import or purchase locally all printing presses, machinery, plant, and stock-in-trade as may be necessary to carry on the business of the Company.

To pay out of the funds of the Company all costs and expenses preliminary or otherwise paid or incurred in and about the formation and the registration of the Company, and in connection with the placing of the shares of the Company.

To manage the business of the Company either by themselves or through a Managing Director chosen from among them, or with the assistance of an agent or agents and secretary or secretaries to be appointed by them.

From time to time to appoint such agents, editors, managers, officers or servants, bankers, proctors, and solicitors to the Company, and 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 from time to time suspend or remove all or any of them for such reasons as they may think proper and advisable.

From time to time to 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, and to revoke such appointment, and to appoint one or more of their number as Managing Director or Directors.

To purchase or lease any land or other real and personal property.

To erect any buildings for the purposes of the Company.

To execute all deeds, receipts, and other documents they may deem necessary, and for that purpose to use when required 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 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 purpose of the business of the Company.

To borrow on behalf of the Company any sum of money they may deem expedient either for the purpose of extension of the business of the Company or for any other purpose connected with the business of the Company, to give security for money so borrowed or any part thereof, debentures or mortgages or debentures secured by mortgages, such mortgages being on the whole or any part of the property of this Company, bonds, bills of exchange, promissory notes, or such other securities as they may think fit, provided that the whole amount of moneys 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 of existing loans and debts.

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 or abandon any action, suit, or prosecution, or other legal proceeding, 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.

Provided, however, that the seal of the Company shall not be affixed to any instrument except in the presence of at least two 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 Ceylon Standard Press Company, Limited," and that cheques must be signed and all bills drawn, accepted, and endorsed by at least one 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.

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Colombo, this Nineteenth day of July, 1897.

Witness: G. M. SILVA,  
Proctor, District Court, Colombo.

C. BRITO.  
ED. L. F. DE SOYSA  
N. D. P. SILVA.  
A. E. DE SILVA.  
JNO. CLOVIS DE SILVA.  
T. SANMOGAM.  
CHAS. PEIRIS.

## The Kalutara Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the above-named Company will be held at the registered office of the Company, No. 7, Queen street, Fort, Colombo, on Saturday, August 28, 1897, at 12.30 P.M.

## Business.

To sanction the issue of 160 Cumulative Preference Shares of Rs. 500 each.

By order of the Directors,

WHITTALL & Co.,  
Colombo, August 2, 1897. Agents and Secretaries.



I, THENAHANDY HUVIS DE SILVA, of Katuwa-pitiya in Dunagaha pattu of the Alutkuru korale, do hereby give notice, in terms of section 8 of Ordinance No. 2 of 1877, of my intention, three months hence, to apply to His Excellency the Governor to be admitted and enrolled a Notary Public for the District of Badulla to practise in the Sinhalese language.

T. H. DE SILVA.

Negombo, August 2, 1897.

අප්‍රේමකරුකෝරලේ දුනාගහපත්තුවේ කටුවපිටියේ පදිනි වෙනාහන්දි උච්ඡ ද සිල්වා වන මා වම් 1877වේ අංක 2වේ ආඥාපනතේ 8 වෙනි වගන්තියේ ප්‍රකාරයට මෙවන් පවත් තුන්මාසයක් ඉකුත්ලායයි පසු බදුල්ල පලාතට සිංහල භාෂාවෙන් වැඩකිරීමට නොකාරිස්කෙතෙක් මෙන් පත්කරණලෙස ගරුකර ආණ්ඩුකාර උතුමානන්වහන්සේගෙන් ඉල්ලන්ට අද ගස්කරගණ සිව්න බව මෙයින් දැනුම්දෙමි.

ටී. එච්. ද සිල්වා.

වම් 1897 ක්වු අගෝස්තු මස 2 වෙනි දින මිගවුවේදීය.

අලුත්කරුකෝරලේ දුනාගහපත්තුවේ කටුවපිටියේ පදිනි වෙනාහන්දි උච්ඡ ද සිල්වා වන මා වම් 1877වේ අංක 2වේ ආඥාපනතේ 8 වෙනි වගන්තියේ ප්‍රකාරයට මෙවන් පවත් තුන්මාසයක් ඉකුත්ලායයි පසු බදුල්ල පලාතට සිංහල භාෂාවෙන් වැඩකිරීමට නොකාරිස්කෙතෙක් මෙන් පත්කරණලෙස ගරුකර ආණ්ඩුකාර උතුමානන්වහන්සේගෙන් ඉල්ලන්ට අද ගස්කරගණ සිව්න බව මෙයින් දැනුම්දෙමි.

ආ මාතත්තිරු පිහු වතු වතුල්ල දුල්ලිතිරිකිල්ල පිරිසිදු නොතරාසාස සිංහල පාලනයේ පනිවිඩය, ඊළඟ නිවස යොර්තුකොළොන්නාමඩු. අනෙක් පොලොන්නාමඩු දෙපාර්තමේන්තුවට දැනුම් දෙන.

ආ. ආච්. ජේ. සිල්වා.

ඊළඟ පලාතට,  
1897 ම ජූ. ජූ. 2 වේ.

ආ මාතත්තිරු පිහු වතු වතුල්ල දුල්ලිතිරිකිල්ල පිරිසිදු නොතරාසාස සිංහල පාලනයේ පනිවිඩය, ඊළඟ නිවස යොර්තුකොළොන්නාමඩු. අනෙක් පොලොන්නාමඩු දෙපාර්තමේන්තුවට දැනුම් දෙන.

ආ. ආච්. ජේ. සිල්වා.