

Company Petition No. 173 of 1982 connected with Company Application
No. 206 of 1981

IN THE HIGH COURT AT CALCUTTA

Original Jurisdiction

SEAL

The Honourable Mr. Justice T. K. Basu

President of the Union of India

In the matter of Companies Act, 1956

And

In the matter of an applications under sections 391 (2), 392 and 394 of the
said Act.

And

In the matter of Ramoshwar Prasad Plantation and Engineering Industries Ltd. and
existing Company within the meaning of the Companies Act, 1956 and having its
registered Office at No. 6, Lyons Range, Calcutta within the aforesaid jurisdiction.

And

In the matter of Chamurchi Agro (India) Limited a company incorporated under the
Companies Act, 1956 and having its registered Office at No. 6, Lyons Range, Calcutta
within the aforesaid Jurisdiction.

And

In the matter of Indong Agro Plantation Limited a Company is incorporated under
the Companies Act, 1956 and having its registered office at No. 6, Lyons Range,
Calcutta within the aforesaid Jurisdiction.

And

In the matter of R. P. Warehouse & Tea Industries Limited a Company incorporated
under the Companies Act, 1956 and having its registered office at No. 6, Lyons Range,
Calcutta within the aforesaid Jurisdiction.

1. Ramoshwar Prasad Plantation & Engineering Industries Limited
2. Chamurchi Agro (India) Limited
3. Indong Agro Plantation Limited
4. R. P. Warehouse & Tea Industries Limited - Petitioners

The above petition coming on for hearing on this day upon reading the said petition
the order dated the twenty first day of September in the year one thousand nine hundred
and eighty one whereby the above named Ramoshwar Prasad Plantation & Engineering
Industries Limited (hereinafter referred to as the said transferor company) and the

above named Chamurchi Agro (India) Limited, Indong Agro Plantation Limited and R. P. Warehouse & Tea Industries Limited (hereinafter referred to as the said transferee Companies Nos. 1, 2 and 3 respectively) were ordered to convene meetings of the equity shareholders of the said transferor Company and the equity shareholders and preference shareholders of the said transferee Companies Nos. 1, 2 and 3 for the purpose of considering and if thought fit approving with or without modification the Scheme of arrangement proposed to be made between the said transferor company and the said transferee company Nos. 1, 2 and 3 and annexed to the affidavit of Shyam Seran Gupta filed on the twenty first day of September in the year one thousand nine hundred and eighty one the affidavit of Aditya Kr. Chakraborty filed on the second day of November in the year one thousand nine hundred and eighty one showing the despatch of the notices convening the said meetings the reports of the Chairman of the said meetings all dated the third day of November in the year one thousand nine hundred and eighty one as to the result of the said meeting and upon reading on the part of the said applicant Companies an affidavit of Lakshmi Narayan Sastry filed on the fifth day of April in the year one thousand nine hundred and eighty two and the exhibits annexed thereto and upon reading the order made herein and dated the twenty sixth day of March in the year one thousand nine hundred and eighty two and upon hearing Mr. R. C. Nag (Mr. Sunil Mukherjee appearing with him) advocate for the said transferor company and the said transferee companies and appearing from the report that the proposed Schemes of arrangement has been approved unanimously.

This court doth hereby sanction the Scheme of arrangement set forth in Annexure 'E' of the petition with the modifications suggested by the Board of Directors of the said applicant companies and shown in red ink in annexure 'J' to the petition and specified in the schedule 'A' hereto and doth hereby declare the same to be binding with effect from the first day of April in the year one thousand nine hundred and eighty two (hereinafter referred to as the said transfer date) on the said transferor company and the said transferee companies Nos. 1, 2 and 3 and their respective shareholders.

This Court doth order

1. That all the properties rights and interests of the said Chamurchi Tea Estate, Indong Tea Estate and R. P. Warehouse being the three units of the said transferor company specified in the first second and third parts of the Schedule 'B' hereto and all the other properties rights and interests of Chamurchi Tea Estate, Indong Tea Estate and R. P. Warehouse being three units of the said transferor company be transferred from the said transfer date without further act or deed to the said transferee companies nos. 1, 2 and 3 respectively and accordingly the same share pursuant to section 394 (2) of the companies Act, 1956 be transferred to and vest in the transferee companies nos. 1, 2 and 3 respectively for all the estate and interest of the said transferor company but subject nevertheless all charges now affecting the same and

2. That all the liabilities and duties of the said transferor company concerning the employees of the Chamurchi Tea Estate, Indong Tea Estate and R. P. Warehouse be transferred from the said transfer date without further act or deed to the said transferee companies nos. 1, 2 and 3 respectively and accordingly the same shall pursuant to section 394 (2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the transferee companies nos. 1, 2 and 3 respectively and

3. That all proceedings and/or suits and/or appeals now pending by or against the said transferor company in respect of the said Chamurchi Tea Estate, Indong Tea Estate and R. P. Warehouse be continued by or against the said transferee companies nos. 1, 2 and 3 respectively and

4. That the said transferor company and the said transferee companies nos. 1, 2 and 3 respectively do within thirty days after the date of this order cause a certified copy of this order to be delivered to The Registrar of Companies West Bengal for registration and

5. That any person interested shall be at liberty to apply to the court in the above matter for any directions that may be necessary.

6. That applicant companies shall be at liberty to file Schedule of assets within the twenty second day of July in the year one thousand nine hundred and eighty two.

7. That all parties concerned do act on a copy of the minutes of this order duly signed by an officer of this court being served on them.

Witness Shri Sambhu Chandra Ghose Chief Justice at Calcutta aforesaid this eighth day of July in the year one thousand nine hundred and eighty two.

Khaitan & Co. — Advocates

P. K. Bhattacharjee

29-7-82

For Registrar

Schedule 'A' above referred to

Scheme of Arrangement between Rameshwar Prasad Plantation & Engineering Industries Ltd. and Chamurchi Agro (India) Ltd. and Indong Agro Plantation Limited and R. P. Warehouse & Tea Industries Limited and their shareholders.

PART—I

Definitions :

1. Rameshwar means Rameshwar Prasad Plantation & Engineering Industries Ltd. having its registered office at 6, Lyons Range, Calcutta.
2. Chamurchi means Chamurchi Agro (India) Limited having its registered office at 6, Lyons Range, Calcutta
3. Indong means Indong Agro Plantation Ltd. having its registered office at 6, Lyons Range, Calcutta.
4. R. P. Warehouse means R. P. Warehouse & Tea Industries Ltd. having its registered office at 6, Lyons Range, Calcutta.
5. Effective date means the 1st day of April 1982 or such other date as may be approved by the Hon'ble Calcutta High Court.
6. Preference Shares means 11% Cumulative Redeemable Preference Shares of Rs. 100/- each.

PART—II

1. Chamurchi Tea Estate belonging to Rameshwar with all its freehold and leasehold land, tea plantations bushes, estate and all its fixed assets including plant & machineries furnitures and fixtures, vehicles etc. shall with effect from the effective date stand vested in and transfered to Chamurchi without any further act or deed and accordingly the same shall pursuant to section 394 (2) of Companies Act, 1956 be transferred and vested in Chamurchi for all the estate and interest of Rameshwar free from all encumbrances but subject nevertheless to all charges now affecting the same.
2. That all the liabilities and obligations of the employees of Rameshwar relating to Chamurchi Tea Estate shall be transferred without further act or deed to Chamurchi and accordingly the same shall pursuant to section 394 (2) of the Companies Act, 1956 be transferred to and become liabilities and obligations of Chamurchi.
3. All the employees of Chamurchi Tea Estate of Rameshwar in service on the date immediately preceeding the effective date shall become the employees of Chamurchi without any interruption in service on the same terms and conditions and all the accrued liabilities including gratuity payable to the employees shall be payable by Chamurchi.
4. That the fixed assets of the Chamurchi Tea Estate shall be valued at its approximate Book value at Rs. 28,12,000.00. In consideration of the transfer of assets and liabilities as aforesaid Chamurchi shall without any further application issue and allot 5000 equity shares of Rs. 100.00 each and 1000 preference shares of Rs. 100.00 each in Chamurchi credited as fully paid up and shall give further credit to Rameshwar for the balance amount of consideration of Rs. 22,12,000.00 in its Book bearing interest @ 15% per annum which shall be repayable by Chamurchi to Rameshwar in a period of 2 years or decided between the two Companies.

5. That all the proceedings now pending by or against Rameshwar appertaining to Chamurchi Tea Estate shall be continued by or against Chamurchi.

6. Chamurchi shall indemnify and keep Rameshwar indemnified from and against all the liabilities debts and obligations of Rameshwar appertaining to Chamurchi Tea Estate transferred to and vested in Chamurchi as aforesaid

PART—III

1. Indong Tea Estate belonging to Rameshwar with all its freehold and leasehold lands tea plantations bushes estates and all its fixed assets including plant and machinery furnitures and fixtures vehicles etc. shall with effect from the effective date stand vested in and transferred to Indong without any further act or deed and accordingly the same shall pursuant to section 394 (2) of the Companies Act 1956 be transferred to and vested in Indong for all the estate and interest of Rameshwar free from all encumbrances but subject nevertheless to all charges now affecting the same.

2. That all the liabilities and obligations of the employees of Rameshwar relating to Indong Tea Estate shall be transferred without further act or deed to Indong and accordingly the same shall pursuant to section 394 (2) of the Companies Act. 1956 be transferred to and become liabilities and obligations of Indong.

3. All the employees of Indong Tea Estate of Rameshwar in service on the date immediately preceding the effective date shall become the employees of Indong without any interruption in service on the same terms and conditions and all the accrued liabilities including gratuity payable to the employees shall be payable by Indong.

4. That the fixed assets of the Indong Tea Estate shall be valued at its approximate Book value of Rs. 49,09,000.00. In consideration of the transfer of assets and liabilities as aforesaid Indong without any further application issue and allot 5000 equity shares of Rs. 100.00 each and 1000 preference shares of Rs. 100/- each in Indong credited as fully paid up and shall give further credit to Rameshwar for the balance amount of consideration of Rs. 43,09,000.00 in its Book bearing interest @ 15% per annum which shall be repayable by Indong to Rameshwar in a period of 2 years

5. That all the proceedings now pending by or against Rameshwar appertaining to Indong Tea Estate shall be continued by or against Indong.

6. Indong shall indemnify and keep Rameshwar indemnified from and against all the liabilities, debts and obligation of Rameshwar appertaining to Indong Tea Estate transferred to and vested in Indong as aforesaid.

PART—IV

1. R. P. Warehouse belonging to Rameshwar with all its freehold and leasehold lands, and all its fixed assets including godown, building, pumpset, furnitures and fixtures shall with effect from the effective date stand vested in and transferred to RPW without any further act or deed and accordingly the same shall pursuant to Section 394 (2) of the Companies Act 1956 be transferred and vested in RPW for all the estate and interest of Rameshwar free from all encumbrances but subject nevertheless to all charges now affecting the same.

2. That all the liabilities and obligations of the employees of Rameshwar relating to R. P. Warehouse shall be transferred without further act or deed to R. P. W. and accordingly the same shall pursuant to Section 394 (2) of the Companies Act. 1956 be transferred to and become liabilities and obligations of R. P. W.

3. All the employees of R. P. Warehouse of Rameshwar in service on the date immediately preceding the effective date shall become the employees of R. P. W. without any interpretation in service on the same terms and conditions and all the accrued liabilities including gratuity payable to the employees shall be payable by R. P. W.

4. That the fixed assets of R. P. Warehouse shall be valued at its Book value of Rs. 5,34,000/-. In consideration of the transfer of assets and liabilities as aforesaid R. P. W. shall without any further application issue and allot equity shares of Rs. 100.00 each and 1000 Preference shares of Rs. 100.00 each in R. P. W. credited as fully paid up and shall give credit to Rameshwar for the balance amount of consideration of Rs. 2,34,000/- in its Book bearing interest @ 15% per annum which shall be repayable by RPW in a period of 2 years.

5. That all the proceedings now pending by or against Rameshwar appertaining to R. P. Warehouse shall be continued by or against R. P. W.

6. R. P. W. shall indemnify and keep Rameshwar indemnified from and against all the liabilities debts and obligations of Rameshwar appertaining to R. P. Warehouse transferred to and vested in R. P. W. as aforesaid.

PART—V

1. Any revision or alteration in the above arrangement or in case of any doubt or difficulty arising in interpretation or implementation of this Scheme, the same shall be decided mutually by and between the Board of Directors of the companies concerned and failing such decision the same shall be referred to the sole arbitration of a senior partner of M/s Khaltan & Co. Solicitors, whose decision shall be final and binding on all concerned.

2. Until the Scheme is finally sanctioned by the Court Rameshwar shall be deemed to carry on and manage the Chamurchi Tea Estate, Indong Tea Estate and R. P. Warehouse for an on behalf of and in trust for Chamurchi, Indong and R. P. W. respectively after the effective date.

3. Necessary applications and/or petitions will be made to the Hon'ble High Court at Calcutta for holding meetings of the Shareholders of the said companies and for sanction of this Scheme of arrangement.

P. K. Bhattacharjee

29-7-82

for Registrar

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Schedule 'B' above referred to

Schedule of Assets & Properties of Rameshwar Prasad Plantation & Engineering Industries Ltd. the transferor company.

PART—I

Short description of freehold properties of the transferor company to be transferred to Chamurchi Agro (India) Ltd. the transferee company no. 1

Nil

Short description of freehold Properties of the transferor company to be transferred to Indong Agro Plantation Ltd. the transferee company no. 2

Nil

Short description of freehold Properties of the transferor company to be transferred to R. P. Warehouse & Tea Industries Ltd. the transferee company no. 3.

All that piece & parcel of land measuring about 2.32 Acres being Khatian No. 313/2 Plot No. 114/175 and 114/193 and lying in Mouza Debgram Pargana Baikuntapur P. S. Rajganj District-Jalpaiguri.

PART—II

Short description of leasehold properties of the transferor company to be transferred to the transferee company No. 1.

All that piece or parcel of land measuring about 872 Hecters and known as Chamurchi Tea Estate and lying in Post Office Matelli district Jalpaiguri in the State of West Bengal.

Short description of leasehold properties of the transferor company to be transferred to the transferee company no. 2.

All that piece or parcel of land measuring about 892.16 Hectres and known as Indong Tea Estate and lying in Post Office Matelli, District Jalpaiguri in the State of West Bengal.

Short description of leasehold Properties of the transferor company to be transferred to the transferee company no. 3

Nil

PART—III

Short description of all stores, Shares debentures and other shares in action of the transferor company to be transferred to the transferee company no. 1, transferee company no. 2 and the transferee company no. 3.

Nil

P. K. Bhattacharjee

29-7-82

for Registrar

I do hereby certify that this is a true copy of the original in my custody. Dated this 5th day of August, 1982 Sd/- For Registrar of the High Court of Calcutta Original side.

Schedule 'A' above referred to

Scheme of Arrangement between Rameshwar Prasad Plantation & Engineering Industries Ltd. and Chamurchi Agro (India) Ltd. and Indong Agro Plantation Limited and R. P. Warehouse & Tea Industries Limited and their shareholders.

PART—I

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1. Rameshwar means Rameshwar Prasad Plantation & Engineering Industries Ltd. having its registered office at 6, Lyons Range, Calcutta.
2. Chamurchi means Chamurchi Agro (India) Limited having its registered office at 6, Lyons Range, Calcutta
3. Indong means Indong Agro Plantation Ltd. having its registered office at 6, Lyons Range, Calcutta.
4. R. P. Warehouse means R. P. Warehouse & Tea Industries Ltd. having its registered office at 6, Lyons Range, Calcutta.
5. Effective date means the 1st day of April 1982 or such other date as may be approved by the Hon'ble Calcutta High Court,
6. Preference Shares means 11% Cumulative Redeemable Preference Shares of Rs. 100/- each.

PART—II

1. Chamurchi Tea Estate belonging to Rameshwar with all its freehold and leasehold land, tea plantations bushes, estate and all its fixed assets including plant & machineries furnitures and fixtures vehicles etc. shall with effect from the effective date stand vested in and transferred to Chamurchi without any further act or deed and accordingly the same shall pursuant to section 394 (2) of Companies Act, 1956 be transferred and vested in Chamurchi for all the estate and interest of Rameshwar free from all encumbrances but subject nevertheless to all charges now affecting the same.
2. That all the liabilities and obligations of the employees of Rameshwar relating to Chamurchi Tea Estate shall be transferred without further act or deed to Chamurchi and accordingly the same shall pursuant to section 394 (2) of the Companies Act, 1956 be transferred to and become liabilities and obligations of Chamurchi.
3. All the employees of Chamurchi Tea Estate of Rameshwar in service on the date immediately preceding the effective date shall become the employees of Chamurchi without any interruption in service on the same terms and conditions and all the accrued liabilities including gratuity payable to the employees shall be payable by Chamurchi.
4. That the fixed assets of the Chamurchi Tea Estate shall be valued at its approximate Book value at Rs. 28,12,000.00. In consideration of the transfer of assets and liabilities as aforesaid Chamurchi shall without any further application issue and allot 5000 equity shares of Rs. 100 00 each and 1000 preference shares of Rs. 100.00 each in Chamurchi credited as fully paid up and shall give further credit to Rameshwar for the balance amount of consideration of Rs. 22,12,000.00 in its Book bearing interest @ 15% per annum which shall be repayable by Chamurchi to Rameshwar in a period of 2 years or decided between the two Companies.

5. That all the proceedings now pending by or against Rameshwar appertaining to Chamurchi Tea Estate shall be continued by or against Chamurchi.

6. Chamurchi shall indemnify and keep Rameshwar indemnified from and against all the liabilities debts and obligations of Rameshwar appertaining to Chamurchi Tea Estate transferred to and vested in Chamurchi as aforesaid.

PART—III

1. Indong Tea Estate belonging to Rameshwar with all its freehold and leasehold lands tea plantations bushes estates and all its fixed assets including plant and machinery furnitures and fixtures vehicles etc. shall with effect from the effective date stand vested in and transferred to Indong without any further act or deed and accordingly the same shall pursuant to section 394 (2) of the Companies Act, 1956 be transferred to and vested in Indong for all the estate and interest of Rameshwar free from all encumbrances but subject nevertheless to all charges now affecting the same.

2. That all the liabilities and obligations of the employees of Rameshwar relating to Indong Tea Estate shall be transferred without further act or deed to Indong and accordingly the same shall pursuant to section 394 (2) of the Companies Act, 1956 be transferred to and become liabilities and obligations of Indong.

3. All the employees of Indong Tea Estate of Rameshwar in service on the date immediately preceeding the effective date shall become the employees of Indong without any interruption in service on the same terms and conditions and all the accrued liabilities including gratuity payable to the employees shall be payable by Indong.

4. That the fixed assets of the Indong Tea Estate shall be valued at its approximate Book value of Rs. 49,09,000.00. In consideration of the transfer of assets and liabilities as aforesaid Indong without any further application issue and allot 5000 equity shares of Rs. 100.00 each and 1000 preference shares of Rs. 100/- each in Indong credited as fully paid up and shall give further credit to Rameshwar for the balance amount of consideration of Rs. 43,09,000.00 in its Book bearing interest @ 15% per annum which shall be repayable by Indong to Rameshwar in a period of 2 years

5. That all the proceedings now pending by or against Rameshwar appertaining to Indong Tea Estate shall be continued by or against Indong.

6. Indong shall indemnify and keep Rameshwar indemnified from and against all the liabilities, debts and obligation of Rameshwar appertaining to Indong Tea Estate transferred to and vested in Indong as aforesaid.

PART—IV

1. R. P. Warehouse belonging to Rameshwar with all its freehold and leasehold lands, and all its fixed assets including godown, building, pumpset, furnitures and fixtures shall with effect from the effective date stand vested in and transferred to RPW without any further act or deed and accordingly the same shall pursuant to Section 394 (2) of the Companies Act 1956 be transferred and vested in RPW for all the estate and interest of Rameshwar free from all encumbrances but subject nevertheless to all charges now affecting the same.

2. That all the liabilities and obligations of employees of Rameshwar relating to R. P. Warehouse shall be transferred without further act or deed to R. P. W. and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and become liabilities and obligations of R. P. W.

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6. R. P. W. shall indemnify and keep Rameshwar indemnified from and against all the liabilities debts and obligations of Rameshwar appertaining to R. P. Warehouse transferred to and vested in R. P. W. as aforesaid.

to

PART—V

1. Any revision or alteration in the above arrangement or in case of any doubt or difficulty arising in interpretation or implementation of this Scheme, the same shall be decided mutually by and between the Board of Directors of the companies concerned and failing such decision the same shall be referred to the sole arbitration of a senior partner of M/s. Khaitan & Co. Solicitors, whose decision shall be final and binding on all concerned.

2. Until the Scheme is finally sanctioned by the Court Rameshwar shall be deemed to carry on and manage the Chamurchi Tea Estate, Indong Tea Estate and R. P. Warehouse for and on behalf of and in trust for Chamurchi, Indong and R. P. W. respectively after the effective date.

3. Necessary applications and/or petitions will be made to the Hon'ble High Court at Calcutta for holding meetings of the Shareholders of the said companies and for sanction of this Scheme of arrangement.

P. K. Bhattacharjee

29-7-82

for Registrar

Schedule 'B' above referred to

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PART—I

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Nil

Short description of freehold Properties of the transferor company to be transferred to R. P. Warehouse & Tea Industries Ltd. the transferee company no. 3.

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Short description of leasehold properties of the transferor company to be transferred to the transferee company no. 2.

All that piece or parcel of land measuring about 892.16 Hectres and known as Indong Tea Estate and lying in Post Office Matelli, District Jalpaiguri in the State of West Bengal.

Short description of leasehold Properties of the transferor company to be transferred to the transferee company no. 3

Nil

PART—III

Short description of all stores, Shares debentures and other shares in action of the transferor company to be transferred to the transferee company no. 1, transferee company no. 2 and the transferee company no. 3.

Nil

**P. K. Bhattacharjee
29-7-82
for Registrar**

I do hereby certify that this is a true copy of the original in my custody. Dated this 5th day of August, 1982 Sd/- For Registrar of the High Court of Calcutta Original side.

Govt of West Bengal
Min of the S. L. Co. Rajyani.

To
M/s. B. Hare - Hore and Tea
Plantations Co. Lyons Range,
Calcutta.

Dear Sir, Re: Mutation Case No. 121/14 of 82-83

With reference to your application, this is to inform
that mutation is allowed in favour of you for an
area of 2.82 acres of land in kh. No. 313/1 of
mouza Sulagan to the extent of 1/81 = 1/2000 share
and accordingly your name has been incorporated
in our record books of Lyons Range, Lyons Range, Lyons Range
and Industrial Co. Lyons Range, Lyons Range.

Yours faithfully,
[Signature]

Copy to Sri Harendra Ch. Banerjee, B. H. & T. Co. and he is requested to correct his record book accordingly
get it attested by the authorities.

[Signature]
Yours faithfully,
[Signature]

Handwritten notes and signatures on the bottom half of the page, including names like 'B. H. & T. Co.', 'Lyons Range', and various signatures and dates.