



THE CEYLON GOVERNMENT GAZETTE

No. 7,616 — FRIDAY, NOVEMBER 25, 1927.

Published by Authority.

PART I.—GENERAL.

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

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NEW LAW REPORTS.—Part XVI. of Vol. XXVIII. was issued on the 24th instant.

COLOMBO :

H. ROSS COTTLE, GOVERNMENT PRINTER, CEYLON.

PROCLAMATIONS BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

Z 131/27

A PROCLAMATION.

H. J. STANLEY.

WHEREAS by section 31 of "The Births and Deaths Registration Ordinance, 1895," it is enacted that it shall be lawful for the Governor, with the advice of the Executive Council, from time to time by Proclamation in the *Government Gazette* to declare that the provisions of the said section and of the six sections following thereafter of the said Ordinance shall come into operation in any town, district, or place on a date to be fixed by such Proclamation, and that every such Proclamation shall define the limits of the town, district, or place within which the said sections shall come into operation, and that it shall be lawful for the Governor in like manner, with the advice of the Executive Council, from time to time to amend, alter, or revoke such Proclamation :

And whereas it is expedient to bring the aforesaid sections of the Ordinance into operation in the town or place named in the schedule hereto :

Now therefore know Ye that We, the said Governor, with the advice of the Executive Council, do hereby declare that the provisions of the said section 31 and of the six sections following thereafter of the Ordinance No. 1 of 1895, shall come into operation as from and after January 1, 1928, in the town or place mentioned in the schedule hereto, and we do hereby further define the limits of the said town or place within which the provisions of the said sections of the said Ordinance shall come into operation to be those set out in the said schedule.

Colombo, November 21, 1927.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary,

GOD SAVE THE KING.

SCHEDULE.

Town or Place.	Limits.
Rambukkana	North by Rambukkana-oya ; east by Werellapola, Godagandeniya, and Beligodapitiya villages ; south by Pinnawala and Kudagama villages ; west by Maha-oya.

BY HIS EXCELLENCY THE GOVERNOR.

U 384/26

A PROCLAMATION.

H. J. STANLEY.

WHEREAS the by-law set out in the schedule was made by the Municipal Council of Colombo under the provisions of sections 109 (1) and 110 (6) (c) of "The Municipal Councils Ordinance, 1910," and was confirmed by the Governor in Executive Council as provided by section 109 (3) of the said Ordinance :

Now know Ye that We, the Governor, in exercise of the power vested in Us by section 109 (3) of the said Ordinance, do hereby proclaim the said by-law.

Colombo, November 22, 1927.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

The following shall be added to the by-laws of the Municipal Council of Colombo, proclaimed in *Government Gazette* No. 6,080 of October 20, 1905, as by-law 4B of Chapter VI., viz. :—

The driver of a motor omnibus plying for hire on the following roads within the Municipality of Colombo :—
Lotus road, Parsons road, Kew road, Shorts road, Rifle street, Bridge street, Church road, Kollupitiya road, Wellawatta road, Galle road from Wellawatta road to the bridge over the Dehiwela canal,

shall not halt his motor omnibus except at a stand or at a halting place set apart for the purpose by the Chairman. If he halts his motor omnibus at such a halting place he shall not halt it longer than is necessary for taking up or setting down passengers at such halting place.

BY HIS EXCELLENCY THE GOVERNOR.

L 493/27

A PROCLAMATION.

H. J. STANLEY.

WHEREAS by a Proclamation dated June 24, 1927, published in *Government Gazette* No. 7,590 of June 24, 1927, the lands appearing in the schedule to the said Proclamation were, under the provisions of Chapter II, section 5, of "The Forest Ordinance, 1907," proclaimed a reserved forest from and after July 24, 1927:

And whereas by inadvertence the Notification required by section 6 (1) of Chapter II. of Ordinance No. 16 of 1907 has not been published, and it is expedient to rectify the said error:

Now know Ye that We, the Governor of Ceylon, in exercise of the power in Us vested by section 11A of "The Interpretation Ordinance, 1901," do hereby amend the said Proclamation dated June 24, 1927, by substituting the words "from and after November 10, 1927," for the words "from and after July 24, 1927," appearing in the said Proclamation.

Colombo, November 25, 1927.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

BY HIS EXCELLENCY THE GOVERNOR.

T 206/27

A PROCLAMATION.

H. J. STANLEY.

WHEREAS by section 34 (1) of "The Ceylon Railways Ordinance, 1902," it is enacted that it shall be lawful for the Governor from time to time to declare by Proclamation any road or path which the railway may cross to be a "minor crossing" and whether such "minor crossing" shall be closed by gates or not:

And whereas it is expedient to declare the portion of the road which the Ceylon Government Railway crosses between the stations of Dodanduwa and Gintota, in the Southern Province, specified in the schedule hereto, to be a "minor crossing" for the purposes of the said Ordinance, and that the said "minor crossing" be closed by gates:

Now know Ye that We, the Governor, do hereby declare that the said portion of road specified in the schedule hereto shall from December 1, 1927, to January 5, 1928, be a "minor crossing" for the purposes of the said Ordinance, and that the said "minor crossing" be closed by gates.

Colombo, November 25, 1927.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

Mileage.	Description.	Class.
M. C.		
67 16 ..	Colombo-Galle cart road to Kandala village and Racecourse	.. III.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 387 of 1927.

HIS EXCELLENCY THE GOVERNOR has been pleased in pursuance of a Warrant bearing date September 19, 1927, issued by HIS MAJESTY THE KING under the Sign Manual to issue Letters Patent under the Public Seal of the Island appointing Mr. ALLAN DRIEBERG, K.C., to be a Puisne Justice of the Supreme Court of the Island of Ceylon.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, November 21, 1927. Colonial Secretary.

No. 388 of 1927.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointments:—

Mr. E. R. DE SILVA to act as Registrar-General of Lands and of Marriages, Births, and Deaths; Registrar of Joint Stock Companies under the Joint Stock Companies Ordinance; and to be a Justice of the Peace for

the Island, from November 21, 1927, during the absence on leave of Mr. C. COOMARASWAMY, or until the resumption of duties by that officer.

Mr. R. ST. L. P. DERANIYAGALA to act as a Crown Counsel from November 21 to 26, 1927, inclusive, during the absence of Mr. VERNON GRENIER, or until further orders.

Mr. J. D. BROWN to the office of District Judge, Jaffna; Additional Commissioner of Requests and Police Magistrate, Jaffna; and a Visitor of the Prison at Jaffna, with effect from November 22, 1927, until further orders.

Mr. J. WILMOT PERERA to be Additional District Judge, Negombo, on November 26, 1927.

Mr. J. D. BROWN to be Additional District Judge, Jaffna, on November 21, 1927.

Mr. C. J. A. MARSHALL to act as Additional District Judge, Commissioner of Requests, and Police Magistrate, Avissawella, during the absence of Mr. E. F. MARSHALL, from November 26 to 28, or until the resumption of duties by that officer.

Mr. F. N. DANIELS to act as District Judge, Kurunegala, and Additional Commissioner of Requests and Police Magistrate, Kurunegala, from November 18 to 20, 1927, inclusive, during the absence of Mr. D. J. BALFOUR, or until the resumption of duties by that officer.

Mr. M. H. JAYATILLEKE to be Additional Police Magistrate, Panadura, on November 29, 1927.

Mr. T. B. PANABOKKE to be Additional Police Magistrate, Gampola, on December 1, 1927.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, November 24, 1927. Colonial Secretary.

No. 389 of 1927.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointments in the Ceylon Planters' Rifle Corps to fill existing vacancies:—

To be Second Lieutenants.

Sergeant HUBERT ANDREWS.

Corporal PETER GODFREY FAUSSETT.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, November 17, 1927. Colonial Secretary.

No. 390 of 1927.

HIS EXCELLENCY THE GOVERNOR has been pleased to accept the resignation by Honorary Second Lieutenant DON STANLEY WANIGASEKERA of his Commission in the Ceylon Cadet Battalion, with effect from November 16, 1927.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, November 23, 1927. Colonial Secretary.

No. 391 of 1927.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. R. H. WHITEHORN, the Chairman, Municipal Council, Kandy, to be the Local Authority for the Kandy Municipality under the Petroleum Ordinance, No. 6 of 1887.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, November 18, 1927. Colonial Secretary.

No. 392 of 1927.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 13 of Ordinance No. 10 of 1861, to appoint Mr. A. DIAS ABEYSINGHA to be a Member of the Provincial Road Committee, Southern Province, for the remainder of the year 1927, *vice* Mr. D. G. GOONEWARDENE.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, November 21, 1927. Colonial Secretary.

No. 393 of 1927.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 11 (2) of Ordinance No. 11 of 1920, to nominate Dr. J. D. V. WIJERATNA, Medical Officer of Health, Chilaw, to be a Member of the Chilaw Urban District Council, in place of Dr. C. T. WILLIAMS.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, November 18, 1927. Colonial Secretary.

No. 394 of 1927.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of section 365 (1) of "The Criminal Procedure Code, 1898," to grant Mr. K. MARTIN PERERA, Inquirer, authority to order post-mortem examinations when necessary.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, November 18, 1927. Colonial Secretary.

No. 395 of 1927.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. KUMARASINGHE MARISALPILLAI MARIAMPILLY to be an Inquirer for the Udayar's division of Nanaddan West in Musali division, in the District of Mannar, Northern Province, in place of Mr. L. E. RAJARATNAM, resigned.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, November 21, 1927. Colonial Secretary.

No. 396 of 1927.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. SABHAPATI BALA SUBRAHMANYAM of Vannarponnai, Jaffna, to be a Notary Public throughout the judicial division of Jaffna, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, November 21, 1927. Colonial Secretary.

No. 397 of 1927.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. THAMBYMUTTU RAJESWARA-MUDALIAR of Thamaraccani, Batticaloa, to be a Notary Public throughout Karavaku, Nintavur, and Chamman-turai pattas of Batticaloa District, with residence and office at Sayantamarutur, and to practise as such in the Tamil language.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, November 21, 1927. Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. MERENNA FRANCIS DE SILVA JAYARATNE as Additional Assistant Provincial Registrar of Births and Deaths and of Marriages (General) of the Colombo District of the Western Province, with effect from November 18, 1927. His office will be at the Kachcheri, Colombo.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, November 16, 1927. Colonial Secretary.

THE following appointments made under section 2 of Ordinance No. 22 of 1921 are hereby notified:—

Mr. CHINNAPPILLAI CHELLATAMBY to act as Registrar of Lands, Mullaittivu, for fourteen days from November 21, 1927, during the absence of the Registrar, Mr. A. KANAGASABAPATHY, on leave.

Mr. WALTER DANIEL MIGEL PERERA to act as Registrar of Lands, Kurunegala, for three days from November 14, 1927, during the absence of the Registrar, Mr. E. DE S. GUNAWARDANA, on leave.

Registrar-General's Office, E. R. DE SILVA,
Colombo, November 21, 1927. Acting Registrar-General.

IT is hereby notified that I have appointed KANAPATHIAR NAGAMUTTU RAMALINGAM to act as Deputy Medical Registrar of Births and Deaths of Vavuniya town division, in the Mullaittivu District of the Northern Province, for thirty-five days, with effect from November 20, 1927, *vice* ARUNASALAM PATANJALINATHAN, on leave. His office will be at the Civil Hospital, Vavuniya.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, November 17, 1927. Registrar-General.

IT is hereby notified that I have appointed Dr. CARTHIGESU SOMASUNDARAM as Medical Registrar of Births and Deaths of Vavuniya town division, in the Mullaittivu District of the Northern Province, with effect from November 23, 1927, *vice* Dr. SAMUEL KASEPILLAI SINNIAH, transferred. His office will be at the Civil Hospital, Vavuniya.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, November 18, 1927. Registrar-General.

IT is hereby notified that I have appointed Dr. JUSTIN BEAUCLERC FLAMER CALDERA as Medical Registrar of Births and Deaths of Kurunegala town division, in the Kurunegala District of the North-Western Province, with effect from November 20, 1927, *vice* Dr. CANAPATHY-PILLAI SIVASITHAMPARAM, transferred. His office will be at the Civil Hospital, Kurunegala.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, November 17, 1927. Registrar-General.

IT is hereby notified that I have appointed Dr. APPU HENNEDIGE THEODORE DE SILVA as Medical Registrar of Births and Deaths of Anuradhapura town division of the Anuradhapura District of the North-Central Province, with effect from November 21, 1927, *vice* Dr. C. W. ABRAHAM DE SILVA, transferred. His office will be at Civil Hospital, Anuradhapura.

Registrar-General's Office, E. R. DE SILVA,
Colombo, November 21, 1927. Acting Registrar-General.

IT is hereby notified that I have appointed Dr. DAN WATEGE DON PHILIP PERERA as Medical Registrar of Births and Deaths of Lunugala town division, in the Badulla District of the Province of Uva, with effect from November 25, 1927, *vice* Dr. APPU HENNEDIGE THEODORE DE SILVA, transferred. His office will be at the Civil Hospital, Lunugala.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, November 18, 1927. Registrar-General.

IT is hereby notified that I have appointed EDIRISURIYA MUDIYANSELAGE PUNCHIBANDA EDIRISURIYA to act as Registrar of Births and Deaths of Ganhata palata division, and of Marriages (Kandyana and General) of Paranakuru korale division, in the Kegalla District of the Province of Sabaragamuwa, for sixty-two days with effect from November 25, 1927, *vice* Registrar, EDIRISURIYA MUDIYANSELAGE KIRIBANDA EDIRISURIYA, on leave. His office will be at Migahakotuwegatta in Kalwana.

Registrar-General's Office, E. R. DE SILVA,
Colombo, November 22, 1927. Acting Registrar-General.

IT is hereby notified that I have confirmed NANAYAKARA HADDAGODAGE DON ANDIRIS GUNARATNA in his appointment as Registrar of Births and Deaths of Meda Viyangoda division, and of Marriages (General) of Gangabola pattu division, in the Matara District of the Southern Province. His office will be at Lawallagahakoratuwa *alias* Weralugahawatta in Yatiyana.

Registrar-General's Office, E. R. DE SILVA,
Colombo, November 22, 1927. Acting Registrar-General.

IT is hereby notified that I have confirmed PANIKKIPPODY KARUVALTAMBY in his appointment as Registrar of Marriages (General) of Karavaku pattu division, in the Batticaloa District of the Eastern Province.

Registrar-General's Office, E. R. DE SILVA,
Colombo, November 22, 1927. Acting Registrar-General.

THE following appointments made under section 3 of Ordinance No. 23 of 1900 and section 7 of Ordinance No. 19 of 1907 are hereby notified:—

The Additional Assistant Provincial Registrar, Colombo, has appointed HETTIYAKANDAGE LIVINIS FERNANDO JAYAWARDANA to act as Registrar of Marriages (General) of Palle pattu of Salpiti korale division, in the Colombo District of the Western Province, for four days from November 10, 1927, during the absence of the Registrar, EMMANUEL ABRAHAM SALGADO, on leave. His office will be at Bulugahawatta in Rawatawatta; station: Buddhist Schoolroom at Egodaunya; additional station: Mumbuntuduwegatta in Indibedda.

The Additional Assistant Provincial Registrar, Colombo, has appointed DON PODISINGHO EKANAYAKA to act as Registrar of Births and Deaths of Mabodala division, and of Marriages (General) of Dasiya pattu of Alutkuru korale north division, in the Colombo District of the Western Province, for thirty days from November 17, 1927, during the absence of the Registrar, DAMUNUPOLA APPHAMILLAGE ARIYAPALA JAYAWARDANA, on sick leave. His office will be at Kosgahawatta in Watinapaha.

The Additional Assistant Provincial Registrar, Colombo, has appointed DON ELIES JAYAMANNA to act as Registrar of Births and Deaths of Etul Kotte division, and of Marriages (General) of Palle pattu of Salpiti korale division, in the Colombo District of the Western Province, for six days from November 18, 1927, during the absence of the Registrar, CHARLES PETER DE PINTO, on leave. His office will be at Maragahawatta in Nugegoda.

The Additional Assistant Provincial Registrar, Galle, has appointed MERENNA DESON SILVA JAYARATNE to act as Registrar of Births and Deaths of Ambalangoda town division, in the Galle District of the Southern Province, for three days from November 16, 1927, during the absence of the Registrar, RICHARD FRANCIS WEBBASSINGHE, on leave. His office will be at Civil Dispensary, Ambalangoda.

The Additional Assistant Provincial Registrar, Galle, has appointed BARTHOLOMEUSZ DIAS ABEWICKRAMA GUNASEKERA to act as Registrar of Births and Deaths of Hinatigala division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for seven days from November 18, 1927, during the absence of the Registrar, JOHN DIAS ABEWICKRAMA GUNASEKERA, on leave. His office will be at Pillewegatta at Habaraduwa.

The Additional Assistant Provincial Registrar, Galle, has appointed MERENNA DESON SILVA JAYARATNE to act as Registrar of Births and Deaths of Ambalangoda town division, in the Galle District of the Southern Province, for two days from November 19, 1927, during the absence of the Registrar, RICHARD FRANCIS WEERASINGHE, on leave. His office will be at Civil Dispensary, Ambalangoda.

The Additional Assistant Provincial Registrar, Galle, has appointed KALAHEPALIYEGURUGEI DON ENDRIS DE SILVA GUNASEKERA to act as Registrar of Births and Deaths of Ambana division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, for five days from November 20, 1927, during the absence of the Registrar, CHARLES DIAS GUNASEKERA, on leave. His office will be at Pinikahanawatta at Pinikahana.

The Assistant Provincial Registrar, Galle, has appointed CHARLES HECTOR WIJESINHA to act as Registrar of Births and Deaths of Diviture division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, on November 21, 1927, during the absence of the Registrar, ANDRAYAS HECTOR WIJESINHA, on leave. His offices will be at Pinitaragodellewatta in Ampegama and Putuwegodawatta in Waduwelliwtiya.

The Additional Assistant Provincial Registrar, Galle, has appointed HALUKIRTI LAINIS WIJEGUNAWARDENA to act as Registrar of Births and Deaths of Balapitiya division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, for two days from November 22, 1927, during the absence of the Registrar, OJJYAS DE SILVA WIJEGUNAWARDENA, on leave. His office will be at Mahawatta in Randoombe.

The Additional Assistant Provincial Registrar, Galle, has appointed RANCHAGODA-ARACHCHIGE DON ARON KARUNARATNE to act as Registrar of Births and Deaths of Induruwa division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, for three days from November 22, 1927, during the absence of the Registrar, RANCHAGODA-ARACHCHIGE DON JOHN KARUNARATNE, on leave. His office will be at Wellawatta at Yalagama.

The Additional Assistant Provincial Registrar, Galle, has appointed MAWANANEHEWA JOHN CYRIL DE SILVA to act as Registrar of Births and Deaths of Batapola division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, for thirty days from November 22, 1927, during the absence of the Registrar, MAWANANEHEWA JOHN DE SILVA, on leave. His office will be at Maralagodawatta in Batapola.

The Assistant Provincial Registrar, Matara, has appointed TALPAWILA VIDANA KANKANAMGE DANTIS KUMARAPPURUMA to act as Registrar of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, for thirteen days from November 16, 1927, during the absence of the Registrar, TALPAWILA VIDANA KANKANAMGE HENDRICK DIAS, on leave. His office will be at Mahapadiliyawatta in Dikwella.

The Assistant Provincial Registrar, Matara, has appointed HETTIKAPUGE DON CAROLIS ABEYSUNDERA to act as Registrar of Births and Deaths of Meda Viyangoda division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, for four days from December 7, 1927, during the absence of the Registrar, NANAYAKKARA HADDAGODAGE DON ANDRIS GUNARATNA, on leave. His office will be at Lawallagaha-koratuwa *alias* Weralugahawatta in Yatiyana.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON CHARLIS RATNAYAKE MANAMPERI to act as Registrar of Births and Deaths of Hambantota outside the town division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for two weeks from November 21, 1927, during the absence of the Registrar, DON CORNELIUS DIAS WIJESIRIWARDANE, on sick leave. His office will be at Punchiwatta in Gonnoruwa; additional office: Kohombagahawatta in Koholankala on Fridays and Saturdays.

The Assistant Provincial Registrar, Mullaitivu, has appointed THIYAKAR NAKAMANY to act as Registrar of Births and Deaths of Kilakkumulai South division, in the Mullaitivu District of the Northern Province, for two days from November 19, 1927, during the absence of the Registrar, THAMU UDAIYAR CHELLIAH, on leave. His office will be at the Udaiyar's compound, Vavuniya.

The Provincial Registrar, Kurunegala, has appointed HERAT MUDIYANSELAGE RANHAMY to act as Registrar of Births and Deaths of Hatalispaha korale west division, and of Marriages (General) of Wannu hatpattu division, in the Kurunegala District of the North-Western Province, on November 16, 1927, during the absence of the Registrar, RANGE BANDARA SINHAPPRATAPA WANNINAYAKE MUDIYANSELAGE MUDIYANSE, on leave. His office will be at Mon-nankulama.

The Provincial Registrar, Ratnapura, has appointed GODANDAWATTE MUDIYANSELAYE LOKUMAHATMAYA to act as Registrar of Births and Deaths of Dodampe division, and of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for thirty days from November 15, 1927, during the absence of the Registrar, PINNAWALA RUPASINHA MUDALI SENEVIRATNA BANDARA, on leave. His office will be at Hepadeniya in Dodampe.

The Assistant Provincial Registrar, Kegalla, has appointed LOKUBANDA WERELLEGAMA to act as Registrar of Marriages (General) of Kegalla town within Local Board limits division, in the Kegalla District of the Province of Sabaragamuwa, for seven days from November 14, 1927, during the absence of the Registrar, ANDRAVAPATABENDI THEYONIS DE VAS GOONAWARDANA, on leave. His office will be at the Land Registry, Kegalla.

Registrar-General's Office, E. R. DE SILVA,
Colombo, November 22, 1927. Acting Registrar-General.

GOVERNMENT NOTIFICATIONS.

G 1027/27

IN terms of section 24 of the Minute of December 9, 1908, it is hereby notified that the under-mentioned officer, seconded for service, will be allowed to count the period of his temporary employment for pension purposes:—

Name.	Pensionable Appointment.	Seconded Service.
Mr. B. Don Abraham	Clerk in Class II. of the Clerical Service	For work in connection with the Opium System

Colonial Secretary's Office,
Colombo, November 23, 1927.

By His Excellency's command,
A. G. M. FLETCHER,
Colonial Secretary.

M 492/27

IN terms of section 24 of the Minute of December 9, 1908, it is hereby notified that the under-mentioned officer, seconded for service, will be allowed to count the period of his temporary employment for pension purposes:—

Name.	Pensionable Appointment.	Seconded Service.
Dr. C. T. Williams	Medical Officer of Health, Grade II.	Acting Medical Officer of Health, Kandy Municipality

Colonial Secretary's Office,
Colombo, November 23, 1927.

By His Excellency's command,
A. G. M. FLETCHER,
Colonial Secretary.

T 46/27.

IN terms of section 24 of the Minute of December 9, 1908, it is hereby notified that the under-mentioned officer, seconded for service, will be allowed to count the period of his temporary employment for pension purposes:—

Name.	Pensionable Appointment.	Seconded Service.
Mr. P. S. Fernando	Clerk, Class II., General Clerical Service	Storekeeper, Electrical Department

Colonial Secretary's Office,
Colombo, November 23, 1927.

By His Excellency's command,
A. G. M. FLETCHER,
Colonial Secretary.

G 1044/27

APPLICATIONS on form General 187 (F 2) from officers in Class II. of the Clerical Service for transfer to the post of Clerk, Galle Kachcheri, will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before December 5, 1927.

Colonial Secretary's Office,
Colombo, November 25, 1927.

By His Excellency's command,
A. G. M. FLETCHER,
Colonial Secretary.

Y 7/27

IT is hereby notified that the under-mentioned gentleman has passed the examination prescribed under the regulations dated January 11, 1924, held on October 17, 1927, and following days:—

	FIRST EXAMINATION.			
	Law. Per Cent.	Accounts. Per Cent.	Sinhalese. Per Cent.	Tamil. Per Cent.
Mr. W. C. D. Pentelow ..	53	63	48	—

Colonial Secretary's Office,
Colombo, November 25, 1927.

By His Excellency's command,
A. G. M. FLETCHER,
Colonial Secretary.

“THE STAMP ORDINANCE, 1909.”

F 1072/27

IT is hereby notified that His Excellency the Governor, with the advice of the Executive Council, has, by virtue of the powers by section 5, sub-section (1) (c), of the Stamp Ordinance, No. 22 of 1909, on him conferred, authorized the following Joint Stock Company, incorporated under the Joint Stock Companies Ordinances, to compound for the payment of stamp duty on share certificates specified in Schedule B of the said Stamp Ordinance, on the conditions set out in section 5 aforesaid, sub-sections (1) (c) (ii.), (iii.), and (iv.).

Colonial Secretary's Office,
Colombo, November 23, 1927.

By His Excellency's command,
A. G. M. FLETCHER,
Colonial Secretary.

COMPANY REFERRED TO.

The Boscombe Tea Estates Co., Ltd.

“THE VEHICLES ORDINANCE, NO. 4 OF 1916.”

W 539/27

BY-LAW made by His Excellency the Governor, with the advice of the Executive Council, under section 18 (2) (j) of “The Vehicles Ordinance, No. 4 of 1916,” for the small town of Kochchikade in the Colombo District, Western Province.

Colonial Secretary's Office,
Colombo, November 23, 1927.

By His Excellency's command,
A. G. M. FLETCHER,
Colonial Secretary.

BY-LAW REFERRED TO.

The use by motor omnibuses of the road known as Circular road in the small town of Kochchikade is prohibited.

"THE VEHICLES ORDINANCE, No. 4 OF 1916."

V 337/27

BY-LAW made by His Excellency the Governor in Executive Council under section 18 of "The Vehicles Ordinance, No. 4 of 1916," for the Municipal town of Colombo.

Colonial Secretary's Office,
Colombo, November 24, 1927.

By His Excellency's command,
A. G. M. FLETCHER,
Colonial Secretary.

BY-LAW REFERRED TO.

All vehicular traffic in Peer Saibo's lane in San Sebastian Ward, within the Municipality of Colombo, when proceeding shall proceed and when halted shall halt only facing the direction of Old Moor street.

"THE VEHICLES ORDINANCE, No. 4 OF 1916."

W 589/27

IT is hereby notified for general information, under by-law 19 (1), that the road mentioned in the schedule hereunto annexed is suitable for use by "lorries" (as defined in by-law 1 (2) of the by-laws published in the *Government Gazette* of March 3, 1922, subject to their compliance with the regulations governing the use of motor cars, motor lorries, and motor cycles, and with the modified conditions specified in the schedule referred to).

Colonial Secretary's Office,
Colombo, November 23, 1927.

By His Excellency's command,
A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE.

Road.	Distance allowed.	Weight allowed.
Geliya-Emkekka Bridle road	The first $\frac{1}{2}$ mile	2 tons when fully loaded and equipped

"THE BIRTHS AND DEATHS REGISTRATION ORDINANCE, 1895."

Z 131/27

WHEREAS by a Notification dated July 1, 1899, His Excellency the Governor, with the advice of the Executive Council, divided the several Provinces of the Island for the purposes of the registration of births and deaths into the divisions specified in the schedule to the said Notification :

And whereas it is expedient to amend and alter one of the said divisions :

It is hereby notified that His Excellency the Governor, in the exercise of the powers vested in him by section 6 of "The Births and Deaths Registration Ordinance, 1895," as amended by "The Births and Deaths Registration (Amendment) Ordinance, 1900," and with the advice of the Executive Council, has been pleased to amend and alter, with effect from January 1, 1928, the divisions specified in the first column of the annexed schedule in the manner specified in the second column thereof.

Colonial Secretary's Office,
Colombo, November 1, 1927.

By His Excellency's command,
A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE REFERRED TO.

Province of Sabaragamuwa.—Kegalla District.

Division as defined by Notification of July 1, 1899.

Divisions as defined by this Notification.

12. Meddemedaliya pattuwa division.

12 (a) Rambukkana town division.

Boundaries.—North and north-west by Rambukkan-oya; south by Maha-oya; east by the boundary of the Central Province and Galboda korale; and west by Maha-oya.

Boundaries.—North: Rambukkan-oya; east: Werellapota, Godagandeniya, and Beligodapitiya villages; south: Pinnawala and Kudagama villages; west: Maha-oya.

12 (b) Meddemedaliya pattuwa division.

Boundaries.—North: Rambukkan-oya and Rambukkana Sanitary Board town; east: the boundary of the Central Province and Galboda korale; south: Maha-oya; west: Maha-oya and Rambukkana Sanitary Board town.

Notification under Land Sale Regulations.

L 518/27

NOTICE is hereby given in terms of sections 59 and 60 of the Land Sale Regulations that an application has been received from the Manager, Buddhist Schools, Colombo, on behalf of the Colombo Buddhist Theosophical Society, Ltd., for the grant of a lease to him for a period of 99 years, without competition, of an allotment of land called Nugahenekele, situated in the village Bombuwala in Kalutara badda of Kalutara totamune of the Kalutara District, Western Province, and described as lot 3 in P. P. 18,990, in extent 3 roods and 31 perches; and bounded as follows:—

North by lots 1 and 2 in P. P. 18,990.

East by road and T. P. 197,022.

South by T. P. 197,022 and lot 4 in P. P. 18,990.

West by lots 4 and 1 in P. P. 18,990.

This land has been applied for by the Manager, Buddhist Schools, Colombo, on behalf of the Colombo Buddhist Theosophical Society, Ltd., for an educational purpose, viz., for the erection of a school building including teacher's quarters.

It is proposed to lease this lot to the Manager, Buddhist Schools, Colombo, on behalf of the Colombo Buddhist Theosophical Society, Ltd., for a period of 99 years on exceptional terms as provided for in the above regulations at a rental of Rs. 15 a year, on condition that the land is used for educational purposes only, unless within six weeks from the date hereof valid reasons to the contrary are adduced in writing.

Colonial Secretary's Office,
Colombo, November 25, 1927.

By His Excellency's command,
A. G. M. FLETCHER,
Colonial Secretary.

Lease of Site for Oil Store at Point Pedro.

L 824/27

NOTICE is hereby given, under land sale and lease regulation Nos. 59 and 60, that an application has been made to the Government Agent, Northern Province, Jaffna, by the Director of the Asiatic Petroleum Company (Ceylon), Limited, for the lease to the Company, without competition, of an allotment of land in extent 40 feet by 25 feet called Marutonditarai and forming part of lot 4794 in preliminary plan No. 1,385 within the Sanitary Board limits of Point Pedro for the purpose of putting up a Petroleum Store.

As the land is applied for the purpose of putting up a Petroleum Store, and as such a store will serve the needs of the local population of Point Pedro, the Government will lease the said land at a rental of Rs. 25 per annum without premium and without competition, to the said Asiatic Petroleum Company, Limited, for a period of 20 years, on certain terms and conditions, unless valid cause is shown to the contrary in writing to the undersigned within six weeks from the date of this notice.

Colonial Secretary's Office,
Colombo, November 25, 1927.

By His Excellency's command,
A. G. M. FLETCHER,
Colonial Secretary.

"THE PILGRIMAGES ORDINANCE, NO. 13 OF 1896."

K 234/26

THE following rules and orders made by His Excellency the Governor, with the advice of the Executive Council, under Ordinance No. 13 of 1896, entitled "An Ordinance relating to Pilgrimages," as amended by Ordinance No. 7 of 1897, for the conduct of the Kataragama pilgrimage and festival, where special precautions have been and are necessary, are published for general information, in lieu of the rules promulgated annually for several years.

Colonial Secretary's Office,
Colombo, November 16, 1927.

By His Excellency's command,
A. G. M. FLETCHER,
Colonial Secretary.

RULES.

1. For sanitary reasons the duration of the Kataragama Imaha Kachchi festival and of the stay of pilgrims at Kataragama shall be and it is hereby limited to three days, namely, December 7 to 9, 1927. Pilgrims arriving before the day first named or staying beyond the period here prescribed shall be guilty of an offence.

2. In the event of an epidemic breaking out at Kataragama during the festival, it shall be lawful for the officers appointed to enforce the observance of orders to declare the festival at an end, and to direct pilgrims at once to leave the village and proceed to their homes, and to prescribe the roads they have to travel.

3. The officers appointed to enforce the observance of orders shall have power on the line of march to and from Kataragama and at Kataragama—

- (a) To appoint particular places to be exclusively used by the pilgrims for washing and bathing, for drawing water and drinking, and for natural offices;
- (b) To appoint places for the occupation of each class of pilgrims;
- (c) To prescribe routes for the journey of any body of pilgrims;
- (d) To regulate the distribution of all food given to pilgrims;
- (e) To fix separate places of abode for pilgrims who fall ill, to prohibit communication with them, and to detain them if unfit to travel.

Any person disobeying an order given by the appointed officers shall be guilty of an offence.

4. The Police are empowered and required to seize and destroy all food condemned as unwholesome on the march or in camp by the Medical Officer, or, if there be none, by the Chief Officer of Police; and any person resisting or obstructing the Police in the discharge of this or of any other duty prescribed by these rules shall be deemed guilty of an offence.

5. Any person bringing any cattle or cart bulls within one quarter of a mile of the camp without a permit from the Supervising Officer or any person authorized by him to issue such permits shall be deemed guilty of an offence. The issue of such permit shall be subject to compliance by the permit-holder with such conditions as may be imposed by the Supervising Officer for the purpose of enforcing sanitation and maintaining the health of the camp.

6. Any person selling meat in camp in any other place than that assigned for the purpose by the officer in charge of the camp, and any other person selling food condemned as unwholesome by the Medical Officer, or in his absence by the Chief Officer of Police, shall be deemed guilty of an offence.

7. Any person who shall, during the occupation of the camp, use any other place for offices of nature than that provided for the purpose by Government, or failing to cover the deposit with earth or sand, and any person who shall during the same period bathe in or enter the river above the spot appointed by the officer in charge of the camp, shall be deemed guilty of an offence.

8. Any person suffering from an infectious or a contagious disease, and not reporting the same to the Medical Officer, or in his absence to the Chief Officer of Police, and any person abetting or assisting in the concealment of such disease, shall be deemed guilty of an offence.

9. All persons shall take up the quarters assigned to them by the Chief Officer of Police at the halting places and in the camp, and any person declining or neglecting to do so shall be deemed guilty of an offence.

10. No person shall construct any booth or extend any building so as to encroach on the main streets of the camp without the previous sanction of the Supervising Officer.

"THE VILLAGE COMMUNITIES ORDINANCE, No. 9 OF 1924."

K 130/26

RULE made by His Excellency the Governor in Executive Council under section 95 of "The Village Communities Ordinance, No. 9 of 1924."

Colonial Secretary's Office,
Colombo, November 23, 1927.

By His Excellency's command,
A. G. M. FLETCHER,
Colonial Secretary.

RULE.

Rule 55 of the rules of civil procedure for Village Tribunals published by Notification dated February 14, 1927, in *Government Gazette* No. 7,568 of February 18, 1927, shall be amended by the insertion of the following words immediately after the words "the execution issued," viz. :—

"The amount certified by the Fiscal to be payable to him for half fees under the provisions of rule 53 above and the amounts of the differences certified by the Fiscal under this rule shall be recoverable in the case of such half fees at the instance of the Fiscal, and in the case of such differences respectively at the instance of the Fiscal, or of the judgment creditor, or of the judgment debtor from the person liable to the same, in the same way as if the certificate in each case were a judgment for money passed by the Village Tribunal."

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

P 150/26

RULES made by His Excellency the Governor in Executive Council under section 7 of "The Ceylon Telegraph Ordinance, 1908."

Colonial Secretary's Office,
Colombo, November 23, 1927.

By His Excellency's command,
A. G. M. FLETCHER,
Colonial Secretary.

RULES.

1. For paragraph (1) of rule 2 of the Wireless Telegraph Rules published by Notification dated November 12, 1926, in *Government Gazette* No. 7,555 of the same date, there shall be substituted the following, viz. :—

"2. (1) No person shall import for private use, instal, establish, maintain, possess, or work any wireless telegraph station or apparatus in any place in Ceylon, or on board any British ship registered in Ceylon, or shall instal, establish, or work any wireless telegraph station or apparatus on board any aircraft in Ceylon, unless such person has applied for and obtained a licence in that behalf from the Postmaster-General; (a) provided that where wireless telegraph apparatus forms part of the personal baggage of a person arriving in Ceylon, it shall be lawful for the Customs Authorities at the port of importation to grant a licence to import such apparatus in the Form G in the annexed schedule, subject to a declaration being made by the importer in the Form F in the annexed schedule; and (b) provided further that where any person imports or has in his possession wireless telegraph apparatus which in good faith he does not intend to use, he shall immediately report the fact to the Postmaster-General, who on being satisfied that the issue of a licence for the time being can reasonably be withheld, may grant permission in writing for such importation or possession without any charge being made therefor for a period not exceeding six months, the permission being renewable for further periods at the discretion of the Postmaster-General."

2. Paragraph (2) of rule 2 of the said Wireless Telegraph Rules shall be amended by the addition of the following at the end thereof :—

"and provided further, that the Postmaster-General may at his discretion grant broadcast listening-in licences free of stamp duty to persons certified to be blind by a Government Medical Officer."

"THE EXCISE ORDINANCE, No. 8 OF 1912."

X 247/27

HIS Excellency the Governor has been pleased, in terms of rule 2 (c) of Excise Notification No. 85, as amended by Excise Notification No. 136, and 2 (e) (i) of Excise Notification No. 85, to nominate Mr. C. A. Abeyaratne, Mudaliyar of Pitigal korale south, to be a Member of the Excise Advisory Committee for Chilaw Urban District Council and Chilaw Revenue District areas for the remainder of the current year ending December 31, 1927, *vice* Mr. C. G. de Alwis, resigned.

Colonial Secretary's Office,
Colombo, November 23, 1927.

By His Excellency's command,
A. G. M. FLETCHER,
Colonial Secretary.

MONTHLY STATEMENT issued by the Commissioners of Currency, under section 20 of Ordinance No. 32 of 1884, for the month of October, 1927 :—

1.—Note Account.

	Rs.	c.		Rs.	c.
Total Stock on September 30, 1927	200,108,647	0	In vault on October 31, 1927	137,720,040	0
Add Notes received in October, 1927	3,400,000	0	In circulation on October 31, 1927	62,464,605	0
	203,508,647	0			
Deduct Notes destroyed in October, 1927	3,324,002	0			
	200,184,645	0		200,184,645	0

2.—Reserve Account.

	Rs.	c.		Rs.	c.
Coin received for Notes in circulation	62,464,605	0	Securities at cost (£1 = Rs. 15)	44,836,101	83
Excess of reserve over Notes in circulation	7,409,038	23	Coin in vault	25,037,541	40
	69,873,643	23		69,873,643	23

3.—Average amount of Notes in circulation during the month 62,467,961 0
Average amount of Coin in vault during the month 25,040,900 0

4.—Details of Investments and Securities.

	Face Value.			Face Value. (£1 = Rs. 15.)			Purchase Value. (£1 = Rs. 15.)			Market Value. (Sterling at Rate of the Day.)		
	£	s.	d.	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.	
Colonial and other Securities ..	1,315,170	1	1	19,727,550	81	18,371,172	81	15,522,430	49			
War Loan, 5 per cent. ..	4,877	15	1	73,166	31	75,000	0	66,459	28			
National War Bonds, 5 per cent. ..	50,000	0	0	750,000	0	799,445	63	703,778	16			
Funding Loan, 4 per cent. ..	7,091	1	2	106,365	88	85,092	69	80,697	96			
Indian Stock, Sterling ..	171,000	14	7	2,565,010	94	2,307,403	50	1,827,833	45			
Indian 5 per cent. War Loan ..	—	—	—	15,838,700	0	14,880,329	89	15,967,389	43			
Government of India 6 per cent. Bonds ..	—	—	—	371,100	0	371,100	0	388,727	25			
Government of India 6 per cent. Loan ..	—	—	—	2,834,200	0	2,834,200	0	3,036,136	75			
Government of India 5 per cent. Loan ..	—	—	—	2,027,500	0	1,994,834	37	2,183,364	6			
Conversion Loan, 4½ per cent. ..	218,392	16	4	3,275,392	25	3,117,522	94	2,841,460	6			
Total ..	—	—	—	47,569,486	19	44,836,101	83	42,618,276	89			

Currency Office,
Colombo, November 7, 1927.

A. G. M. FLETCHER, Colonial Secretary,
F. G. TYRRELL, Controller of Revenue,
F. J. SMITH, Colonial Treasurer, } Commissioners
of Currency.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the purchase of the under-mentioned salvage materials, including empty steel and wooden oil barrels, from persons willing to buy same from the date of entering into the contract until September 30, 1928:—

- (a) 40-gallon steel barrels.
- (b) 40-gallon wooden barrels with both heads intact.
- (c) 40-gallon wooden barrels with one head only.

Approximate quantities expected to be available monthly are:—

- (a) One hundred and fifty.
- (b) Twenty-five.
- (c) Twenty-five.

2. All tenders should be in duplicate and sealed under one cover and should be addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders should either be deposited in the tender box in the Office of the Controller of Revenue, or be sent through the post.

4. Tenders should be marked "Tender for the purchase of Empty Barrels" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, December 13, 1927.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the General Manager of the Railway, and no tender will be considered unless it is on the recognized form.

6. A deposit of Rs. 20 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri or Bank in Colombo, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Head of the Department or his duly authorized representative that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. Each tender must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging to become security for the due fulfilment of the contract.

8. Tenderers are requested to inspect the barrels before tendering. They can be seen on application at the Office of the Railway Storekeeper.

9. Payment must be made within three days, and the barrels must be removed within one week from the date of notification that they are available. In the event of

failure to comply with these conditions, the General Manager reserves the right to dispose of the offered barrels and to recover any pecuniary loss thereby incurred from the contractor.

10. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of security required will be Rs. 50. All other necessary information can be ascertained upon application at the office referred to in section 5.

11. The security should be furnished within ten days of acceptance of tender being notified.

12. All alterations or erasures in tenders should bear the initials of the tenderers, otherwise the tenders may be treated as informal and rejected.

13. Any offers received containing conditions outside the specification will be rejected without question.

14. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled.

15. The Government reserves to itself the right, without question, of rejecting any or all tenders, and the right of accepting any portion of a tender.

16. Before tender forms are supplied to persons wishing to tender, they will have to satisfy the General Manager or person delegated by him that they are in a position to execute the contract in a satisfactory manner, and for this purpose they must be prepared to produce documentary or other evidence if called for.

17. Contracts may not be assigned or sublet without the authority of the Tender Board.

18. A Government contractor must not issue a power of attorney to a person whose name is in the defaulting contractors' list authorizing him to carry on the contract.

19. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person, whose name is on the list of Crown defaulting contractors or any other person to whom the General Manager, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

20. The Government will not be responsible for any personal injuries received by the contractor or his employees in connection with this contract.

21. The decision of the General Manager of the Railway as to whether the contractor has been guilty of any breach of his contract, and upon all questions arising out of or incidental to the contract, shall be final and conclusive, and the contractor shall be bound thereby.

General Manager's Office,
Colombo, November 18, 1927.

T. E. DUTTON,
General Manager.

TENDERS are hereby invited for loading and unloading of goods other than those handled by consignors and consignees, which includes transferring from one wagon to another when necessary and hand shunting of wagons on the goods shed siding or from other sidings to the goods shed siding, and *vice versa* for the purpose of loading, unloading, transferring, weighing, and storing of goods for which no shunting allowance is allowed from persons willing to contract for the service from date of acceptance to September 30, 1930, at the Batticaloa and Eravur Goods Stations.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders should either be deposited in the tender box in the Office of the Controller of Revenue, or be sent through the post.

4. Tenders should be marked "Tender for Loading and Unloading of Goods at Batticaloa and Eravur Goods Sheds" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, December 13, 1927.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the General Manager of the Railway, and no tender will be considered unless it is on the recognized form.

6. A deposit of Rs. 50 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kacheheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Head of the Department or his duly authorized representative that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. The amount of security required will be Rs. 500.

8. The security should be furnished within ten days of acceptance of tender being notified.

9. All alterations or erasures in tenders should bear the initials of the tenderers, otherwise the tenders will be treated as informal and rejected.

10. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled. Any offers received containing conditions outside the specification will be rejected without question.

11. Fines will be inflicted for delays in complying with orders.

12. The Government reserves to itself the right, without question, of rejecting any or all tenders, and the right of accepting any portion of a tender.

13. Before tender forms are supplied to persons wishing to tender, they will have to satisfy the General Manager or person delegated by him that they are in position to execute the contract in a satisfactory manner, and for this purpose they must be prepared to produce documentary or other evidence if called for.

14. Contracts may not be assigned or sublet without the authority of the Tender Board.

15. A Government contractor must not issue a power of attorney to a person whose name is in the defaulting contractors' list authorizing him to carry on the contract.

16. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person, whose name is on the list of Crown defaulting contractors or any other person to whom the General Manager, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

General Manager's Office,
Colombo, November 19, 1927.

T. E. DUTTON,
General Manager.

SCHEDULES of rates are hereby invited for the soil drainage and water supply at the New Three-storey Ward, General Hospital, Colombo.

2. The work to be undertaken on periodical agreements, not extending over a period of one month, to be entered into by the District Engineer concerned and the contractor on the basis of his accepted tendered schedule of rates and finally subject to the approval of the Construction Engineer, Public Works Department, Colombo.

3. The specification, quantities, plans, and form of monthly agreement can be seen, and all other information obtained from the Office of the Construction Engineer, Public Works Department, Colombo, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 2 P.M.).

4. Schedules of rates must be submitted on forms to be obtained from the Construction Engineer, Public Works Department, Colombo, duly signed and dated and forwarded in securely sealed envelopes addressed to the Construction Engineer, Public Works Department, Colombo, and endorsed on the outside "Schedule of Rates for New Three-storey Ward, General Hospital," so as to reach that officer on or before 12 noon on Wednesday, December 14, 1927. The schedule to include alternative rates in respect of items necessitating the use of imported articles.

5. Any alterations made in the quotations should bear the initials of the tenderer, and all quotations containing alterations not so initialled will be treated as informal and rejected.

6. Government reserves to itself the right to supply the contractor with all imported articles, such as cement, &c., which it may be necessary to use in the execution of the work included in any agreement.

7. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person whose name is on the list of Crown defaulting contractors, or any other person to whom the Construction Engineer, Public Works Department, Colombo, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

8. Government does not bind itself to accept the lowest or any of the schedules of rates submitted, nor to give all the work included in the whole scheme or in any one item to any one contractor.

R. G. BARTHOLOMEW,
for Director of Public Works.

Public Works Office,
Colombo, November 22, 1927.

SCHEDULES of rates are hereby invited for reconstructing bridge on the 7th mile, Heenabowe-Galagedara estate cart road.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the District Engineer, Katugastota, and the contractor on the basis of his accepted tendered schedule of rates and finally subject to the approval of the Provincial Engineer, Central Province North, Kandy.

3. The plans, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Katugastota, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 2 P.M.).

4. Schedules of rates must be submitted and forms to be obtained from the Office of the District Engineer, Katugastota, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Central Province North, Kandy, and the duplicate addressed to the District Engineer, Katugastota, endorsed on the outside "Reconstructing Bridge on the 7th mile, Heenabowe-Galagedara Estate Cart Road," so as to reach the offices of the foregoing officers on or before 12 noon on December 10, 1927.

All imported articles such as cement, &c., will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the cost of these materials for the items which necessitate their use.

5. Any alterations made in the quotations should bear the initials of the tenderer, and all quotations containing alterations not so initialled will be treated as informal and rejected.

6. Government reserves to itself the right to supply the contractor with any materials which may be necessary in the execution of the work included in any agreement.

7. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person whose name is on the list of Crown defaulting contractors, or any other person to whom the Provincial Engineer, Central Province North, Kandy, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

8. Government does not bind itself to accept the lowest or any of the schedules of rates submitted, nor to give all the work included in the whole scheme or in any one item to any one contractor.

R. G. BARTHOLOMEW,
for Director of Public Works.

Public Works Office,
Colombo, November 23, 1927.

SCHEDULES of rates are hereby invited for the following works:—

- (1) Construction and extension of culverts, Katugastota district.
- (2) Widening and improving roads, Katugastota district.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the District Engineer, Katugastota, and the contractor on the basis of his accepted tendered schedule of rates and finally subject to the approval of the Provincial Engineer, Central Province North, Kandy.

3. The bill of quantities and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Katugastota, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 2 P.M.).

4. Separate schedule of rates for each work must be submitted on forms, a specimen of which can be seen in the Office of the District Engineer, Katugastota, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Central Province North, Kandy, and the duplicate addressed to the District Engineer, Katugastota, endorsed on the outside "Schedule of Rates for Construction and Extension of Culverts, Katugastota District, or Widening or and Improving Roads, Katugastota District" (as the case may be) so as reach the offices of the foregoing officers on or before 12 noon on December 3, 1927.

All imported articles such as cement, &c., will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the cost of these materials for the items which necessitate their use.

5. Any alterations made in the quotations should bear the initials of the tenderer, and all quotations containing alterations not so initialled will be treated as informal and rejected.

6. Government reserves to itself the right to supply the contractor with any materials which may be necessary in the execution of the work included in any agreement.

7. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person whose name is on the list of Crown defaulting contractors, or any other person to whom the Provincial Engineer, Central Province North, Kandy, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

8. Government does not bind itself to accept the lowest or any of the schedules of rates submitted, nor to give all the work included in the whole scheme or in any one item to any one contractor.

R. G. BARTHOLOMEW,
for Director of Public Works.

Public Works Office,
Colombo, November 23, 1927.

Tientsin Bridge.

TENDERS are hereby invited for the purchase and removal of the ironwork of the old horse bridge recently dismantled. The bridge consisted of one span of 68 feet with roadway 6 feet wide and was designed for use by horses and men carrying loads.

2. The weight of the ironwork is about 30 tons and it is lying at the site of the bridge on the 6th mile of the Norwood-Bogawantalawa road.

3. Tenders on forms to be obtained from the District Engineer, Dikoya, should be enclosed in sealed envelopes marked "Tender for Tientsin Bridge" and should reach the office of the District Engineer, Dikoya, not later than 12 noon on Saturday, December 10, 1927.

4. For further particulars apply to the District Engineer, Dikoya, or the Provincial Engineer, Nuwara Eliya, or the Director of Public Works, Colombo.

R. G. BARTHOLOMEW,
for Director of Public Works.

Public Works Office,
Colombo, November 23, 1927.

WITH reference to the notice inviting schedule of rates for the construction of a new office and Postmaster's quarters at Madawachchiya, appearing in the *Government Gazette* No. 7,613 of November 4, 1927, it is hereby notified that the date of closing tenders has been extended to November 28, 1927.

R. G. BARTHOLOMEW,
for Director of Public Works.

Public Works Office,
Colombo, November 22, 1927.

SCHEDULES of rates are hereby invited for all works in connection with the extension of Manipay road to connect with the Railway Goods Shed Approach road.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the District Engineer, Jaffna, and the contractor on the basis of his accepted tendered schedule of rates and finally subject to the approval of the Provincial Engineer, Northern Province, Jaffna.

3. The drawings, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the office of the District Engineer, Jaffna, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 2 P.M.).

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Jaffna, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Northern Province, Jaffna, and the duplicate addressed to the District Engineer, Jaffna, endorsed on the outside "Schedule of Rates for Works in connection with Extension of Manipay Road to connect with Railway Goods Shed Approach Road" so as to reach the offices of the foregoing officers on or before 12 noon on December 10, 1927. All imported articles such as cement, &c., will be supplied free of charge to the contractor by the department, and the rates submitted should be exclusive of the costs of these materials for the items which necessitate their use.

5. Any alterations made in the quotations should bear the initials of the tenderer, and all quotations containing alterations not so initialled will be treated as informal and rejected.

6. Government reserves to itself the right to supply the contractor with any materials which may be necessary in the execution of the work included in any agreement.

7. Each schedule of rates must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging, if called upon, to become security for the due fulfilment of the contract. An address for the delivery of letters or notices shall be given in each schedule.

8. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person whose name is on the list of Crown defaulting contractors, or any other person

to whom the Provincial Engineer, Northern Province, Jaffna, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

9. Government does not bind itself to accept the lowest or any of the schedule of rates submitted, nor to give all the work included in the whole scheme or in any one item to any one contractor.

R. G. BARTHOLOMEW,
for Director of Public Works.

Public Works Office,
Colombo, November 22, 1927.

SCHEDULES of rates are hereby invited for new salt store, Pottuvil.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the District Engineer, Kalmunai, and the contractor on the basis of his accepted tendered schedule of rates and finally subject to the approval of the Provincial Engineer, Eastern Province, Batticaloa.

3. The Public Works Department specifications, drawings, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Kalmunai, any week day between the hours of 9.30 A.M. and 4 P.M. (Saturdays, 9.30 A.M. and 12 noon).

4. Schedules of rates must be submitted in duplicate on forms to be obtained from the Office of the District Engineer, Kalmunai. Both copies of schedules shall be duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Eastern Province, Batticaloa, and the duplicate addressed to the District Engineer, Kalmunai, endorsed on the outside "Schedule of Rates for New Salt Store, Pottuvil," so as to reach the offices of the foregoing officers on or before 12 noon on December 9, 1927. All imported articles, such as cement, tiles, and door fittings, will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the cost of these materials for the items which necessitate their use.

5. The tendered rates must be entered in ink, and any alterations must bear the initials of the tenderer. Any altered tender not bearing such initials will be treated as informal and rejected.

6. Before tender forms can be issued, the intending contractor must deposit a sum of Rs. 10 either at the General Treasury or any local Kachcheri. The receipt must be handed to the District Engineer in charge. The deposit will be refunded to all *bona fide* tenderers after the agreement has been signed by the successful tenderer.

7. Each schedule of rates must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging, if called upon, to become security for the due fulfilment of the contract. An address for the delivery of letters or notices shall be given in each schedule.

8. Government reserves to itself the right to supply the contractor with any materials which may be necessary in the execution of the work included in any agreement.

9. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person whose name is on the list of Crown defaulting contractors, or any other person to whom the Provincial Engineer, Eastern Province, Batticaloa, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

10. Government does not bind itself to accept the lowest or any of the schedules of rates submitted, nor to give all the work included in the whole scheme or in any one item to any one contractor.

R. G. BARTHOLOMEW,
Public Works Office, for Director of Public Works.
Colombo, November 22, 1927.

TENDERS are hereby invited for the services mentioned in the schedule annexed hereto.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders should either be deposited in the tender box in the Office of the Controller of Revenue, or be sent through the post.

4. Tenders should be marked "Tender for the Southern Division (East), Timber in the Log, 1927-28," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, December 20, 1927.

5. The tenders are to be made upon forms which will be supplied upon application at the Forest Office of the Southern Division (East), Matara. No tender will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the tenders may be treated as informal and rejected.

6. A deposit of Rs. 20 will be required to be made for each service either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline or fail to enter into a contract and bond after he has tendered, or to furnish approved security within ten days of receiving notice in writing from the Head of the Department or his duly authorized representative that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. Contract may not be assigned or sublet without the authority of the Tender Board previously obtained, nor shall the contractor issue a power of attorney to a person whose name is on the list of defaulting contractors authorizing him to carry on the work under the contract.

8. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person whose name is on the list of Crown defaulting contractors, or any other person to whom the Conservator of Forests, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

9. Each tender must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging to become security for the due fulfilment of the contract.

10. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of the bond and all other necessary information can be ascertained upon application at the office referred to in section 5. A further security in cash of 5 per cent. of the value of contract will be required of the contractor when entering into the contract.

11. Tenderers should read and initial a draft contract which is available at the Forest Office, Matara, before they obtain tender forms. Also certify that they have inspected the forest area specified in the schedule below and ascertained the conditions *in situ*.

12. If any tree or sapling which is not stamped is felled outside the area demarcated for felling, the contractor will be liable for the full penalty provided under Ordinance No. 16 of 1907.

13. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled.

14. The Government reserves to itself the right, without question, of rejecting any or all tenders, and of accepting any portion of a tender.

15. A rate per cubic foot should be quoted, written both in words and figures, for each service A Matara Railway Station, B Hambantota Jetty.

16. For any further information application should be made to the Divisional Forest Officer of the Southern Division (East), Matara.

17. Tenderers who have not previously held Government contracts, when applying for tender forms, should furnish the officer issuing the forms with a written statement giving their full names and permanent addresses, stating in which district or districts they own landed property or other interests. The extent of landed property, and the nature and extent of other interests should also be given.

In the case of persons who have carried out contracts with the Forest Department, but not in the division or

district concerned in the notice calling for tenders, they should state in which division or district or divisions or districts they held contracts.

In the case of persons who have carried out Government contracts with departments other than the Forest Department, the name of such department and the district in which the service was rendered should be stated.

GENERAL CONDITIONS.

(a) Trees are to be felled within one foot of the ground by saw or saw and axe combined.

(b) Only such trees as are marked and stamped by a Forest Officer are to be felled.

(c) All logs should be straight and sound throughout, free from shakes large or loose knots.

(d) Rejected timber will not be paid for but will lapse to Government as well as all refuse wood in the area under operation.

(e) The tenderers are to initial and date the enumeration list on the day they obtain tender forms.

(f) The contractor will be liable to a fine of Rs. 20 for every tree not felled on or before May 31, 1928. He will also be liable to a similar fine for every log undelivered at the final delivery depôt by August 31, 1928.

(g) Under no circumstance should the logs be below the specified dimensions. In case of satin, the logs should be 4 feet 6 inches in midgirth after removing the bark.

SCHEDULE.

Service A.

To fell, log, bark, trim, transport, and deliver at A Matara Railway Station Depôt or B Hambantota Jetty

1,500 cubic feet of satin, 12 feet and over in length and 4 feet 6 inches and over in girth from enumerated trees standing in Uswéwa forest of the Hambantota District. The area of operation is bounded on the north by forest boundary, east and south by forest boundary and foot-path to Debokkawa, and west by Talawa village.

(a) The distance of transport is 16 miles to Hungama and 34 miles to Matara.

(b) The distance of transport is 16 miles to Hungama and 14 miles to Hambantota.

Service B.

To fell, log, bark, trim, transport, and deliver at A Matara Railway Station Depôt or B Hambantota Jetty 3,500 cubic feet of palu of not less than 13 feet in length and 5 feet in girth from enumerated trees standing in Mattala forest of the Hambantota District; and bounded on the north by Podagamuwa, east Wirawila-ara, south Wirawila tank, and west by Tammana-ara.

(a) The distance of transport by jungle road is 2 to 4 miles and by cart road 70 miles.

(b) The distance of transport by jungle road is 2 to 4 miles and by cart road 22 miles.

In both the services the contractor must make his own arrangements for the transport of timber over private lands.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, November 19, 1927.

SALES OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the under-mentioned unserviceable articles will be sold by public auction at the Office of the Inspector-General of Prisons, Colombo, on Saturday, December 10, 1927, at 12.30 P.M. :—

2 padlocks (brass)	2 lamps (kerosine)
1 penknife	1 bicycle (complete)
1 leather bag	4 letter clips
1 leather post bag	

A. F. G. WALKER,
Inspector-General of Prisons.
Prisons Office,
Colombo, November 22, 1927.

THE under-mentioned superfluous articles will be sold by public auction at the Civil Medical Stores, Francis road, Maradana, on Tuesday, November 29, 1927, at 2 P.M. :—

Tin cans	..	2 lots
Zinc lining	..	1 lot
Firewood	..	3 lots
Wide mouth bottles	..	4 lots
Empty sago and barley tins	..	2 lots
Bale sacking	..	2 lots
Tarpaulin	..	2 lots
Iron drums, 5-gallon size	..	200
Iron drums, 2-gallon size	..	150
Iron drums, 1-gallon size	..	100
Stone jars	..	3 lots

R. JAYETILEKE,
for Director of Medical and Sanitary Services.
Colombo, November 17, 1927.

LIST of unclaimed articles of patients who died in hospitals to be sold on Saturday, December 10, 1927, at the District Court of Badulla, at 1 P.M. :—

No.	Name of Articles.
21 ..	2 necklet of beads, 4 bangles
22 ..	2 bangles
23 ..	1 necklet of beads, 3 bangles
24 ..	1 necklet of beads
26 ..	2 necklets of beads, 7 bangles, 3 earrings, 3 rings. 2 nose ornaments
27 ..	4 earrings
29 ..	2 toe rings, 1 amulet, 1 key
33 ..	2 rings
37 ..	7 bangles, 1 cloth, 1 necklet of beads, 1 brass chain, 1 arecanut cutter, 1 penknife
39 ..	5 earrings
43 ..	2 bangles
45 ..	2 bangles, 2 earrings, 1 nose ornament, 2 rings
46 ..	3 bangles, 1 necklet of beads
47 ..	2 rings
48 ..	2 necklets of beads, 1 nose ornament, 5 rings
49 ..	1 bangle, 1 necklet of beads
50 ..	3 bangles, 1 necklet of beads, 5 rings, 1 thali, 1 pendant
51 ..	3 bangles, 3 earrings, 2 rings
52 ..	2 bangles, 2 earrings, 1 necklet of beads, 3 rings
53 ..	2 bangles, 1 necklet of beads, 5 rings
54 ..	2 bangles
55 ..	2 bangles
56 ..	2 earrings
57 ..	2 bangles, 2 earrings, 2 necklets of beads, 1 nose ornament, 8 rings, 3 keys, 2 gold beads
58 ..	2 necklets of beads, 4 rings

The District Court,
Badulla, November 18, 1927.

H. R. R. BLOOD,
District Judge.

WILL be sold by public auction at these stores at 2 P.M. on Friday, December 2, 1927, a quantity of tin lining, bale cloth, empty barrels, firewood, &c.

JOHN GIBB,
Colombo, November 19, 1927. Colonial Storekeeper.

NOTICE is hereby given that the under-mentioned articles confiscated and unclaimed will be sold by public auction at the Court-house at Mannar, on Saturday, December 10, 1927, at 11 A.M. :—

Date.	No. of Case.	Production.
December 1, 1926	15528	3 glasses 1 funnel 1 empty cigarette tin
January 24, 1927	15577	1 spoon
March 29, 1927	15713	10 empty bottles 1 big glass 1 small glass 1 small glass (broken)
May 7, 1927	15755	1 trunk 1 cap 4 pieces old clothes 2 tins.

Date.	No. of Case.	Productions.
May 18, 1927	15789	2 trunks
June 1, 1927	15787	1 empty glass 1 empty bottle
September 26, 1927	16135	1 glass 12 empty bottles
October 10, 1927	16152	1 pair scales
October 12, 1927	16155	2 empty bottles 2 glasses
October 12, 1927	16156	1 empty bottle 1 glass
October 12, 1927	16158	4 empty bottles
October 26, 1927	16183	1 glass
October 1, 1926	Found on deceased	1 railway ticket
October 2, 1926	do.	1 gold mookutti (broken) 1 gold kathuppu (broken)
November 3, 1926	do.	1 fountain pen 1 razor

District Court,
Mannar, November 19, 1927.

P. O. FERNANDO,
Additional District Judge.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended November 19, 1927.

Births.—The total births registered in the city of Colombo in the week were 175 (3 Europeans, 12 Burghers, 104 Sinhalese, 27 Tamils, 21 Moors, 5 Malays, and 3 Others). The birth rate per 1,000 per annum (calculated on the estimated population on July 1, 1927, viz., 261,793) was 34.9, as against 30.9 in the preceding week, 30.1 in the corresponding week of last year, and 31.1 the weekly average for last year.

Deaths.—The total deaths registered were 126 (9 Burghers, 82 Sinhalese, 17 Tamils, 11 Moors, 3 Malays, and 4 Others). The death rate per 1,000 per annum was 25.1, as against 25.9 in the previous week, 28.6 in the corresponding week of last year, and 28.7 the weekly average for last year.

Infantile Deaths.—Of the 126 total deaths, 23 were of infants under one year of age, as against 34 in the preceding week, 39 in the corresponding week of the previous year, and 32 the weekly average for last year.

Stillbirths.—The number of stillbirths registered during the week was 17.

Principal Causes of Death.—1. (a) Seventeen deaths from *Pneumonia* were registered, 5 in Maradana hospitals (of non-residents), 4 in Slave Island, 2 in Maradana North, and 1 each in St. Paul's, Kotahena North, Kotahena South, New Bazaar, Wellawatta North, and Wellawatta South, as against 14 in the previous week, and 18 the weekly average for last year.

(b) Four deaths from *Influenza* were registered, 1 each in San Sebastian, New Bazaar, Wellawatta North, and Wellawatta South, as against 2 in the previous week, and 6 the weekly average for last year.

(c) One death from *Bronchitis* was registered in St. Paul's, as against 3 in the previous week, and 5 the weekly average for last year.

2. (a) Twelve deaths from *Phthisis* were registered, 8 in Maradana hospitals (including 4 deaths of non-residents), and 1 each in New Bazaar, Maradana North, Maradana East, and Slave Island, as against 11 in the previous week, and 11 the weekly average for last year.

(b) One death from *Phthisis* of a resident of Colombo town occurred at the Tuberculosis hospital, Ragama, during the week.

3. One death from *Enteric Fever* was registered in Maradana hospital (of a non-resident), as against 3 in the previous week, and 3 the weekly average for last year.

4. Thirteen deaths were registered from *Debility*, 7 each from *Enteritis* and *Infantile Convulsions*, 5 from *Puerperal Septicaemia*, 2 each from *Diarrhoea* and *Dysentery*, 1 each from *Worms* and *Tetanus*, and 53 from *Other Causes*.

5. Eleven cases of *Chickenpox*, 4 of *Enteric Fever*, and 2 of *Measles* were reported during the week, as against 12, 4, and nil, respectively, of the preceding week. No case of *Smallpox* was reported during the week, one case was reported during the preceding week.

State of the Weather.—The mean temperature of air was 80.1°, against 79.7° in the preceding week, and 80.3° in the corresponding week of the previous year. The mean atmospheric pressure was 29.901 in., against 29.916 in. in the preceding week, and 29.874 in. in the corresponding week of the previous year. The total rainfall in the week was 0.71 in., against 5.03 in. in the preceding week, and 1.54 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, November 22, 1927.

P. D. RATNATUNGA,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF INCHLEY, LIMITED.

1. THE name of the Company is "INCHLEY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are :—
 - (a) To acquire and hold shares, stocks, debentures, debenture stocks, bonds, obligations, and securities issued or guaranteed by any company constituted or carrying on business in the Island of Ceylon or elsewhere and debentures, debenture stock, bonds, obligations, and securities issued or guaranteed by any Government, public body or authority supreme, Municipal, local, or otherwise and whether in Ceylon or elsewhere.
 - (b) To acquire any such shares, stocks, debentures, debenture stocks, bonds, obligations, or securities by original subscription, tender, purchase, exchange, or otherwise and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof.
 - (c) To issue debentures, debenture stocks, bonds, obligations, and securities of all kinds and to frame, constitute, and secure the same as may seem expedient, with full power to make the same transferable by delivery or by instrument of transfer or otherwise and either perpetual or terminable and either redeemable or otherwise, and to charge and secure the same by trust deed or otherwise on the undertaking of the Company or on any specific property or rights, present or future, of the Company (including, if thought fit, uncalled capital) or otherwise howsoever.
 - (d) To facilitate and encourage the creation, issue, or conversion of shares, stocks, debentures, debenture stocks, bonds, obligations, and securities and to act as trustees in connection therewith and to take part in the conversion of business concerns and undertakings into companies and the amalgamation, reconstruction, and promotion of companies.
 - (e) To take part in the management, supervision, or control of the business or operations of any company or undertaking and for that purpose to appoint and remunerate any Directors, Accountants, or other experts or agents and to act as the Managing Agents or Managers of any company or undertaking.
 - (f) To carry on any other business, which may seem to the Company capable or being conveniently carried on in connection with any of the above or calculated, directly or indirectly to enhance the value of, or render profitable, any of the Company's property or rights.
 - (g) To lend money either with or without security and generally to such persons and upon such terms and conditions as the Company may think fit.
 - (h) To employ experts to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings and generally of any assets, property, or rights.
 - (i) To constitute any trusts with a view to the issue of preferred, deferred, or other stocks and securities based on or representing any shares, stocks, or other assets specifically appropriated for the purposes of any such trust and to settle and regulate and, if thought fit, to undertake and execute any such trusts and to issue, dispose of, or hold any such preferred, deferred, or other stocks or securities.
 - (j) To act as agents for the investment, loan, payment, transmission, and collection of money and for the purchase, sale, and improvement, development, and management of property, including business concerns and undertakings, and generally to transact all kinds of agency business whether in respect of agricultural, commercial, or financial matters.
 - (k) To give any guarantee in relation to the payment of any debentures, debenture stock, bonds, obligations or securities.
 - (l) To acquire and undertake all or any part of the business, property, and liabilities of any person or company carrying on any business which this Company is authorized to carry on, or possessed of property suitable for the purposes of the Company.
 - (m) To enter into partnership, or into any arrangement for sharing profits or losses or into any union of interests, joint adventure, reciprocal concession, or co-operation with any person or persons or company or companies carrying on or engaged in or about to carry on, or engage in or being authorized to carry on, or engage in any business or transaction which this Company is authorized to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.
 - (n) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any immovable or movable property and any rights or privileges which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
 - (o) To sell or dispose of 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 having objects altogether, or in part similar to those of this Company.
 - (p) To promote any company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
 - (q) To invest and deal with moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
 - (r) To undertake and execute any trusts the undertaking of which may seem to the Company desirable and either gratuitously or otherwise.
 - (s) To draw, make, accept, discount, execute, and issue bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments or securities.
 - (t) To do all or any of the above things either as principals, agents, trustees, contractors, or otherwise and either alone, or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise.

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And it is hereby declared that the word "Company," save when used in reference to this Company, in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and the intention is that the objects specified in any paragraph of this clause shall, except when otherwise expressed in such paragraph, be in nowise limited or restricted by reference to or inference from the terms of any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into One hundred thousand (100,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
M. J. HARDING, Colombo	One
A. E. ILLINGWORTH, Colombo	One
H. D. THORNTON, Colombo	One
L. HOPES HEELIS, Colombo	One
W. K. S. HUGHES, Colombo	One
G. T. HALE, Colombo	One
SYDNEY JULIUS, Colombo	One
Total shares taken	Seven

Witness to all the above signatures at Colombo, this 31st day of October, 1927 :

JOS. F. MARTYN,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF INCHLEY, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

"Extraordinary resolution" means a resolution passed by three-fourths in number and value of such Shareholders of the Company for the time being entitled to vote as may be present in person or by proxy (in cases where by these Articles proxies are allowed) at any meeting of which notice specifying the intention to propose such resolution has been duly given.

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into 100,000 shares of Ten Rupees (Rs. 10) each.

5. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital of the Company by the creation of new shares of such amounts per share and in the aggregate and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct.

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

7. The Directors may also with the sanction of a special resolution of the Company reduce the capital or subdivide or consolidate the shares of the Company.

SHARES.

8. The Company may issue the balance capital whenever the Directors shall think fit and may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid, and time of payment of such calls.

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

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

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

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

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

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

14. Shares may be registered in the names of two or more persons jointly.

15. Any one of the joint-holders of a share, other than a firm, may give effectual receipts for any dividends payable in respect of such share; but only one of such joint-Shareholders shall be entitled to the right of voting and of giving proxies and exercising the other rights and powers conferred on a sole Shareholders, and if the joint-holders cannot arrange amongst themselves as to who shall vote or give proxies and exercise such other rights and powers conferred on a sole Shareholder, the Shareholder whose name stands first on the register of shares shall vote or give proxies and exercise those rights and powers; provided, however, that in the event of such first registered Shareholder being absent from the Island, the first registered Shareholder then resident in Ceylon shall vote or give proxies and exercise all such rights and powers as aforesaid.

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

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except 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.

18. The joint-holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such share.

19. Every Shareholder shall be entitled to a certificate or certificates under the common seal of the Company, specifying the share or shares, held by him and the amount paid thereon, provided that in the case of shares registered in the names of two or more persons the Company shall not be bound to issue more than one certificate to all the joint-holders, and delivery of such certificate to any one of them shall be sufficient delivery to all.

20. 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 may be given to the person entitled to such lost or destroyed certificate. A sum of fifty cents shall be payable for such new certificate.

CALLS.

21. The Directors may from time to time make such calls as they think fit upon the Shareholders in respect of all moneys unpaid on their shares, and not by the conditions of allotment made payable at fixed times, provided that two months' notice at least shall be given to the Shareholders of the time and place appointed for payment of each call; and

each Shareholder shall pay the amount of every call so made to the persons and at the time and place appointed by the Directors.

22. If any Shareholder fail to pay the amount of any call due by him on or before the day appointed for payment thereof, he shall be liable to pay interest on the same at the rate of nine per centum per annum from the day appointed for the payment thereof to the time of actual payment.

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

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

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

TRANSFER OF SHARES.

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

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

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

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

30. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Two Rupees and Fifty cents or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 29, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

33. The register of transfers may be closed at such times and for such periods as the Directors may from time to time determine, provided always that it shall not be closed for more than twenty-one days in any year.

TRANSMISSION OF SHARES.

34. The executors, or administrators, or the heirs of a deceased Shareholder not being one of several joint Shareholders shall be the only persons recognized by the Company, as having any title to the shares of such Shareholder.

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

43. The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit as they shall think fit, not being less than nine per centum per annum, on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 40 hereof, shall be redeemable after sale or disposal.

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

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

46. The nett proceeds of any such sale shall be applied in or towards satisfaction of such debts, liabilities, or engagements, and the residue (if any) paid to such Shareholder or his representatives.

47. A certificate in writing under the hands of one of the Directors and of the Secretary that the power of sale given by clause 45 has arisen and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

REFERENCE SHARES.

49. Any shares from time to time to be issued or created may from time to time be issued with any right or preference, whether in respect of dividend or of repayment of capital, or both, or any 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 conditions or provisions, and with any 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. 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. 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 members personally present and entitled to vote at the meeting.

BORROWING POWERS.

52. The Directors shall have power from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Twenty-five thousand (Rs. 25,000).

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

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

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

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

GENERAL MEETINGS.

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

59. The General Meetings mentioned in the last preceding clause shall be called Ordinary General Meetings; all other Meetings of the Company shall be called Extraordinary General Meetings.

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

61. Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent by registered post to the registered office of the Company.

Upon the receipt of such requisition, the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and time as the Shareholders convening the meeting may themselves fix.

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

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

64. Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given by notice sent by post or in such other manner (if any) as may be prescribed by the Company in General Meeting. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice and it is to be no objection to such notice that it only convenes the second meeting contingently upon the resolution being passed by the requisite majority at the first meeting.

65. Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and discuss any report and any accounts presented thereto by the Directors, and to pass resolutions in approval or disapproval thereof, and to declare dividends, and to elect Directors and Auditors in place of those retiring by rotation, and to fix the remuneration of the Auditors; and shall also be competent to enter upon, discuss, and transact any business whatsoever of which special mention shall have been given in the notice or notices upon which the meeting was convened.

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

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

68. If at the expiration of half an hour from the time appointed for the meeting the required number of Shareholders shall not be present at the meeting, the meeting, if convened by or upon the requisition of Shareholders, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place; and if at such adjourned meeting a quorum is not present, those Shareholders who are present shall be a quorum, and may transact the business for which the meeting was called.

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

70. No business shall be discussed at any General Meeting, except the election of a Chairman, whilst the Chair is vacant.

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

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

VOTING AT MEETINGS.

73. At any meeting every resolution shall be decided by a show of hands and in case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the vote to which he may be entitled as a Shareholder; and unless a poll be immediately demanded by some Shareholder, or in the case of a special resolution by five Shareholders, present and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution. The power of demanding a poll conferred by this clause may be exercised by the proxy or attorney of any Shareholder duly appointed in that behalf.

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

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

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

77. On a show of hands every Shareholder present in person shall have one vote. Where a Shareholder is present by an attorney who is not a Shareholder such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder shall have one vote for every share held by him.

78. The parent or guardian or curator of an infant Shareholder, the Committee or other legal guardian or curator of any lunatic Shareholder, the husband of any female Shareholder not entitled to her shares as separate estate, and the executor or administrator of any deceased Shareholder, or any one of such persons as aforesaid, if more than one, shall not be entitled to vote in the place of such infant, lunatic, female, or deceased Shareholder, unless such person shall have been registered as a Shareholder.

79. Votes may be given either personally or by proxy or by attorney.

80. No Shareholder shall be entitled to be present or to vote either personally or by proxy or attorney at any meeting unless all calls due from him on his shares have been paid, and no Shareholder, other than the trustee or assignee of a bankrupt or representative of a deceased Shareholder, shall be entitled to be present or 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 registered as the holder of the share in respect of which he claims to vote at least three months previous to the time of holding the meeting at which he proposes to vote.

81. No person shall be entitled to hold a proxy who is not a Shareholder in the Company, but this rule shall not apply to a power of attorney.

82. The instrument appointing a proxy shall be printed or written and shall be signed by the appointor (whether a Shareholder or his attorney) or if such appointor be a company or corporation, it shall be under the common seal of such company or corporation.

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

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

Inchley, Limited.

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

As witness my hand this _____ day of _____, One thousand Nine hundred and _____.

84. No objection shall be made to the validity of any vote (whether given personally or by proxy or by attorney) except at the meeting or poll at which such votes shall be tendered, and every vote (whether given personally or by proxy or by attorney) to which no objection shall be made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

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

DIRECTORS.

86. The number of Directors shall never be less than two or more than four ; but this clause shall be construed as being directory only, and the continuing Directors or Director may act notwithstanding any number of vacancies.

The qualification of a Director shall be his holding in his own right at least Ten fully or partly paid shares in the Company upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors, but an alternate Director appointed under Article 100 does not require to be qualified under this Article.

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

88. The first Directors shall be Messrs. H. D. Thornton and S. Julius, both of Colombo. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

89. One or more of the Directors may be appointed by the Directors to act as Secretary, Manager, or Managing Director, for such time and on such terms as the Directors may determine or may fix by agreement with the person or persons appointed to the office, and they may from time to time revoke such appointment and appoint another or other Secretary, or Manager or Managing Director.

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

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

ROTATION OF DIRECTORS.

90. At the First Ordinary General Meeting of the Company all the Directors shall retire from office, and at the First Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 91.

91. The Director to retire from office at the Second Ordinary General Meeting shall, unless the Directors otherwise arrange among themselves, be determined by ballot ; in every subsequent year the Directors to retire shall be those who have been longest in office.

92. In case any question shall arise as to which of the Directors who have been the same time in office shall retire, the same shall be decided by the Directors by ballot.

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

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

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

96. A General Meeting may from time to time increase or reduce the number of Directors and may also determine in what rotation such increased or reduced number is to go out of office.

97. If at any meeting at which an election of a Director ought to take place the place of a retiring Director is not filled up, the retiring Director may continue in office until the First Ordinary General Meeting in the next year, and so on from meeting to meeting until his place is filled up, unless it shall be determined at such meeting to reduce the number of Directors.

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

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

100. Each Director shall have power to nominate any person to act as alternate Director in his place during his absence from Ceylon or inability to act as such Director and at his discretion to remove such alternate Director. The appointee while he holds office as alternate Director shall be entitled to notice of meetings of the Directors and to attend and vote thereat as a Director, and the alternate Director shall (save and except that he shall not require any qualification) be subject in all respects to the terms and conditions existing with reference to the other Directors, and each alternate Director while acting in the place of an absent Director shall exercise and discharge all the duties of the Director he represents. Any appointment so made may be revoked at any time by the appointor, and any appointment or revocation under this clause shall be effected by notice in writing to be delivered to the Secretary of the Company or sent to or left at the registered office of the Company. If the Director making any such appointment shall cease to be a Director the person appointed by him shall thereupon cease to have any power or authority to act as an alternate Director. A Director who ceases to ordinarily reside in Ceylon or who is absent from Ceylon for a period of six consecutive months shall thereby cease to have any power or authority as a Director save only that such absent Director shall have the power to appoint an alternate Director to hold his seat on the board under this Article so long as such absent Director does not cease to be a Director under Articles 90, 98, 99, or 103.

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

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

DISQUALIFICATION OF DIRECTORS.

103. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Manager, Managing Director, Agent, or Secretary of the Company or Trustee for debenture holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 98.

No Director shall be disqualified from holding office by reason of entering into any contract with, or doing any work for the Company, or by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for the Company, or by reason of his being agent, or secretary, or solicitor, or being a member of a firm who are agents or secretaries or solicitors of the Company; nevertheless, he shall disclose to the Directors his interest in any contract work or business in which he may be personally interested, and shall not vote in respect of any matters connected with any such contract work or business.

POWERS OF DIRECTORS.

104. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents, and Secretary or Secretaries of the Company to be appointed by the Directors for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company.

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

106. The Directors shall exercise in the name and on behalf of the Company all such powers of the Company as are not expressly required to be exercised by the Company in General Meeting, and shall generally do all such acts and things as are or shall be by any Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by any Ordinance or by these presents required to be exercised or done by the Company in General Meeting, subject, nevertheless, to the provisions of any such Ordinances and of these presents and to such regulations and provisions (if any) as may from time to time be prescribed by the Company in General Meeting; but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

The generality of the powers conferred by any clause in these presents on the Directors shall not be taken to be limited by any clause conferring any special or expressed power.

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

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

109. The seal of the Company shall not be affixed to any instrument except in the presence of two or more of the Directors, or of one Director and the Secretary or Secretaries, who shall attest the sealing thereof; such attestation on the

part of the Secretaries, in the event of a firm or registered company being the Secretaries, being signified by a partner or duly authorized manager, director, secretary, attorney, or agent of the said firm or company signing for and on behalf of the said firm or company as such Secretaries.

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

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

PROCEEDINGS OF DIRECTORS.

111. The Directors may meet for the despatch of business, adjourn, and otherwise regulate their meetings at such places and times and in such manner as they may think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall be a quorum.

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

113. The Board may elect a Chairman of their meetings and determine the period for which he is to hold office, and all meetings of the Directors shall be presided over by the Chairman, if one has been elected and if present, but if there be a vacancy in the office of Chairman or if at any meeting of Directors the Chairman be not present at the time appointed for holding the same, then and in that case the Directors present shall choose one of their number to be Chairman of such meeting.

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

115. The Board may delegate any of their powers to committees consisting of such member or members of their body as the Board think fit, and they may from time to time revoke and discharge any such committee, either wholly or in part and either as to persons or purposes, but every committee so formed shall, in exercise of the powers delegated to it, conform to all such regulations as may be prescribed by the Board. All acts done by any such committee, in conformity with such regulations and in the fulfilment of the purposes of their appointment, but not otherwise, shall have the like force and effect as if done by the Board.

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

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

118. A resolution in writing signed by all the Directors for the time being in Ceylon shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

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

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

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

ACCOUNTS.

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

122. The Directors shall from time to time determine whether, and to what extent, and at what times and places, and under what conditions or regulations, the accounts and books of the Company or of any of them shall be open to the inspection of the Shareholders, and no Shareholder shall have any right of inspecting any account or book or document of the Company except as conferred by Ordinance or authorized by the Directors or by a resolution of the Company in General Meeting.

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

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

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

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

127. A printed copy of such balance sheet shall, at least seven days previous to such meeting, be delivered at, or posted to, the registered address of every Shareholder.

128. The accounts of the Company shall from time to time be examined, and the correctness of the balance sheet ascertained, by one or more Auditor or Auditors.

AUDIT.

129. No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but it shall not be a necessary qualification for an Auditor that he be a Shareholder of the Company, and no Director or officer of the Company shall during the continuance in office be eligible as an Auditor.

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

131. The remuneration of the Auditors other than the first shall be fixed by the Company in General Meeting and this remuneration may from time to time be varied by a General Meeting.

132. Retiring Auditors shall be eligible for re-election.

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

137. The Directors may from time to time pay to the Shareholders such interim dividends as in their judgment the position of the Company justifies.

138. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund and may invest the same in such securities as they may select, or place the same on fixed deposit in any bank or banks, and may from time to time deal with and vary such investment and apply such reserve fund or such portion thereof as they think fit, to meet contingencies or for special dividends or for equalizing dividends, or for working the business of the Company, or for repairing, maintaining, or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company or any part thereof, or for any other purposes connected with the interest of the Company that they may from time to time deem expedient without being bound to keep the same separate from the other assets.

139. Any General Meeting may direct payment of any dividend or bonus declared at such meeting or of any interim dividends or bonuses which may subsequently be declared by the Directors wholly or in part by means of drafts or cheques on London, or by the distribution of specific assets and in particular of paid-up shares, debentures, or debenture stock of the Company or of any other company or in any other form of specie, or in any one or more of such ways, and the Directors shall give effect to such direction, and when any difficulty arises in regard to the distribution they may settle the same as they think expedient and in particular may issue fractional certificates and may fix the value for distribution of such specific assets, or any part thereof, and may determine that cash payments shall be made to any Shareholder upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend or bonus as may seem expedient to the Directors.

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

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

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

143. Any dividend or bonus unclaimed by any Shareholder for three years after having been declared may be forfeited by the Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund.

144. Every dividend or bonus payable in respect of any share held by a firm may be paid to, and an effectual receipt given by, any partner of such firm or agent duly authorized to sign the name of the firm.

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

NOTICES.

146. Notices from the Company may be authenticated by the signature (printed or written) of the Agent or Secretary, Agents or Secretaries, or persons appointed by the Board to authenticate the same.

147. 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.

148. A notice may be served by the Company upon any Shareholder, either personally or by being sent through the post in a prepaid letter addressed to such Shareholder at his registered address or place of abode, and any notice so served shall be deemed to be well served notwithstanding that the Shareholder to whom such notice is addressed be dead, unless his executors or administrators shall have given to the Directors, or to the Agent or Secretary or Agents or Secretaries of the Company, their own or some other address in Ceylon to which notice may be sent.

149. All notices directed to be given to Shareholders shall, with respect to any share to which persons are jointly entitled, other than a firm, be given to whichever of such persons is named first in the Register of Shareholders, and notice so given shall be sufficient notice to all the holders of such shares.

150. Any notice, if served by post shall be deemed to have been served on the day on which the letter containing the same would in ordinary course of post have been delivered at its address, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into a post office or post box, and the entry in the Company's books of the leaving or sending by post of any notice at or to such address shall be sufficient evidence thereof, and no further evidence shall be necessary.

151. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 148 shall not be entitled to be given any notices.

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

155. If the Company shall be wound up whether voluntarily or otherwise the liquidator or liquidators may with the sanction of a special resolution of the Company divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid or preference, in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company either ordinary, fully paid or part paid or preference any contributory who would be prejudiced thereby, shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section 6 of the said section provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section 6 of section 192 of the aforesaid Companies (Consolidation) Act and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at the places and on the dates hereafter written.

M. J. HARDING, Colombo.
A. E. ILLINGWORTH, Colombo.
H. D. THORNTON, Colombo.
L. HOPES HEELIS, Colombo.
W. R. S. HUGHES, Colombo.
G. T. HALE, Colombo.
SYDNEY JULIUS, Colombo.

Witness to the above signatures at Colombo, this 31st day of October, 1927 :

29/10/27
The Honiton Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Honiton Rubber Company, Limited, will be held at the registered office of the Company, "Hedge buildings," 76/77, Colpetty road, Colombo, on December 5, 1927, at 2.45 p.m., when the Articles of Association will be altered as follows:—

(a) By the addition of the following Article after Article 64.—

26/5/27
15/5/27
 "Article 64a.—Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently upon the resolution being passed by the requisite majority at the first meeting."

(b) By deleting Article 110 and substituting therefor the following Article:—

26/5/27
 "Article 110.—It shall be lawful for the Directors, if authorized so to do by an extraordinary resolution of the Shareholders of the Company in General Meeting, to arrange terms for the amalgamation of the Company with any other Company or Companies, or individual or individuals, or for the sale or disposal of the business and effects of the Company, or any part or parts, share or shares thereof respectively, to any Company or Companies, or person or persons, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end."

NOTICE is hereby also given that a further Extraordinary General Meeting of the Company will be held at 3 p.m. on Monday, December 19, 1927, for the purpose of receiving a report of the proceedings at the above-mentioned meeting and of confirming, if thought fit, as a special resolution, the above-mentioned resolution.

By order of the Board,

LEE, HEDGES & Co., LTD.,
 Colombo, November 22, 1927. Agents and Secretaries.

29/10/27
The Hotel Suisse (Kandy), Limited.

NOTICE is hereby given that the Third Annual General Meeting of the Shareholders of the above Company will be held at the registered office of the Company at the Hotel Suisse, Kandy, on Wednesday, December 7, 1927, at 2 p.m.

Business.

(a) To receive the report of the Directors and the accounts of the Company for the year ending August 31, 1927.

(b) To declare a dividend.

(c) To elect a Director.

(d) To appoint Auditors for the ensuing year.

(e) To transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from December 3 to 11, 1927, both days inclusive.

By order of the Directors,

D. WANIGASEKERA,
 Kandy, November 21, 1927. Secretary.

29/10/27
Lanka Commercial Stores, Limited, Vanniarpennai, Jaffna.

TRUE copy of the resolution passed at the Extraordinary General Meeting held on October 1, 1927, and confirmed by a subsequent Extraordinary General Meeting held on November 14, 1927.

"Resolved unanimously that the Lanka Commercial Stores, Ltd., be wound up voluntarily, having divided the land possessed by the above Company at Paranthan among the Shareholders."

V. S. KANDAIYAPILLAI,
 Jaffna, November 21, 1927. Secretary.

19/10/27
The Lunugala Tea and Rubber Company of Ceylon, Limited.

NOTICE is hereby given that the Twenty-second Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, 6, Prince street, Fort, Colombo, on Monday, December 12, 1927, at noon.

Business.

1. To receive the report of the Directors and statement of accounts to September 30, 1927.
 2. To declare a dividend.
 3. To elect a Director.
 4. To appoint an Auditor for the current year.
 5. To transact such other business as may be duly brought before the Meeting.
- The Transfer Books of the Company will be closed from November 28 to December 15, both days inclusive.

By order of the Directors,

J. M. ROBERTSON & Co.,
 Colombo, November 22, 1927. Agents and Secretaries.

29/10/27
Auction Sale under Mortgage Decree in D. C., 19,922.

In the District Court of Colombo.

BY virtue of the commission issued to me in the above case, I shall offer for sale by public-auction on Friday, December 16, 1927, at 4.30 p.m., at the spot:—

All those two contiguous allotments of land called Paragahaowita and Medagodawattekumbura, situated in the village Delatun in the Ragam pattu of Alutkuru korale, in the District of Colombo, Western Province; and bounded on the north by the garden of the heirs of W. Marthinu Perera and a portion of the same land of L. A. D. S. Dharmaratne on the east by the field of the heirs of Juse Perera and others and a land of M. Anthony Perera, on the south-east by the land of the heirs of Nicholas Appu and others on the south-west by the field of Gordianu Fernando and others and the land of the heirs of W. Marthinu Perera; containing in extent 7 acres as per figure of survey thereof bearing No. 431, dated April 25, 1916, made by J. D. de S. Gunasekera, Licenced Surveyor and Leveller, together with all rights, privileges, and easements, servitudes, and appurtenance whatsoever to the said premises belonging or usually held, occupied, used, or enjoyed therewith, and all the estate, right, title, interest, property, claim, and demand whatsoever of the defendants in to, out of, or upon the same.

For deeds, &c., apply to J. M. Pereira, Esq., Proctor, Supreme Court, Bristol buildings, Fort.

R. G. KOELMAN,
 of JENSEN & Co.,
 Auctioneers and Brokers.

'Phone: 733.

37/10/27
Auction Sale.

Business.
 Leasehold Interest in Premises No. 61A, Dean's Road, Maradana, Colombo, and all Machinery lying on the said Premises.

BY virtue of the primary mortgage decree entered in case No. 3,355 of the District Court of Colombo, and the commission issued to me, I shall sell by public auction on December 16, 1927, commencing at 1 p.m., at the spot:—

- (1) The leasehold right, title, and interest of the defendant in and to all that land bearing assessment No. 61A, Dean's road, Maradana, Colombo, and the buildings standing thereon under indenture of lease No. 4,322 dated December 19, 1918, attested by Charles Pieris, Notary Public; (2) 1 boiler and steam engine made by Ruston Proctor & Co., Ltd., Lincoln, 14-horsepower; (3) 1 boiler and steam engine made by Marshall Sons & Co., Gainsborough, England, 14-horsepower; (4) 1 saw bench with rubber belt; (5) 1 saw bench with rubber belt made by J. Sagar & Co., Halifax; (6) 1 saw bench with rubber belt made by James Reid & Co., of No. 101, Leadenhall street, London; (7) 1 planing

machine made by John MacDowell Sons of Johnstone, Scotland; (8) 1 planing machine made by J. Sagar & Co., Ltd., Halifax, Yorkshire; (9) 1 vertical saw bench made by John MacDowell and Sons, Johnstone, Scotland; (10) 1 saw bench with big saw made in Ceylon; (11) 1 drilling machine; (12) 1 wood turning machine; (13) 1 drilling machine; (14) 1 grinding stone machine; (15) 20 carpenter's benches; (16) 2 teakwood dressing tables; (17) 7 teakwood chair frames; (18) 1 teakwood clothes horse; (19) 1 small showcase; (20) 1 teak log; (21) 4 showcase frames; (22) 4 unfinished doors; (23) 1 Albion motor lorry No. G 96; (24) 1 14-horsepower engine No. 15,205, made by Marshall & Sons, Ltd.

Hulftsdorp, Colombo.

A. C. KOELMEYER,
Auctioneer and Broker.

Auction Sale.

Property at Main Street, Pettah, Colombo.

BY virtue of the commission issued to me in case No. 25,485, D. C., Colombo, I will sell by public auction for the recovery of the amount mentioned in the decree, and subject to primary mortgage bond No. 380 dated April 23, 1921, attested by S. G. A. Julius of Colombo, Notary Public, on December 17, 1927, at 4 p.m., at the spot:—

An allotment of land bearing assessment Nos. 95 and 95A, situated at Main Street, Pettah, in the Municipality and District of Colombo, Western Province; bounded on the north by Main Street, on the east by the property bearing assessment No. 94, on the south by the properties bearing assessment Nos. 13 and 14, and on the west by the property bearing assessment No. 95B; containing in extent 8 45/100 perches.

Hulftsdorp, Colombo.

A. C. KOELMEYER,
Auctioneer and Broker.

Auction Sale.

Property at Trincomalee Street, Kandy.

BY virtue of the commission issued to me in case No. 25,484, D. C., Colombo, I will sell by public auction for the recovery of the amount mentioned in the decree, subject to primary mortgage bond No. 1,378 dated April 27, 1921, attested by W. E. V. de Rooy, Notary Public, on December 19, 1927, at 4 p.m., at my office, 58, Belmont Street, Hulftsdorp, Colombo:—

All that allotment of land with the building thereon, formerly bearing assessment No. 1, now 8, situated at Trincomalee Street, within the Municipality and in the District of Kandy, Central Province; bounded on the north by the property of Kanny Lebbe, now belonging to A. L. M. Sheik Babebu Debn, and bearing assessment No. 9, on the east by the property of Samos Lebbe, now of A. L. M. Mohamed Lebbe Marikar, and bearing assessment No. 19, on the south by the property of Ally Jabebu, now of Rayatu, and bearing assessment No. 7, and on the west by Trincomalee Street; containing in extent 2 perches.

Hulftsdorp, Colombo.

A. C. KOELMEYER,
Auctioneer and Broker.

Auction Sale.

House Property at Cotta.

BY virtue of the commission issued to me in case No. 25,620, D. C., Colombo, I will sell by public auction on December 21, 1927, at 5 p.m., at the first named land:—

All that divided portion marked lot "A" together with the entire building standing thereon, and out of the land called Agalahawatta, situated at Pita Kotte in the Palle pattu of Salpiti Korale, in the District of Colombo, Western Province; which said portion marked lot "A" is bounded on the north by the lands of Francis Perera and A. G. Perera and Davith and others, on the south by the lands of Baba Hamy and others, on the east by lot "B," and on the west by a road; containing in extent

28 66/100 perches, according to the figure of survey thereof bearing No. 492 dated December 14, 1925, made by A. F. A. Jayawardene, Licensed Surveyor. (2) An undivided 1 pela in extent, from and out of the field called Hunukotuwekumbura, situated at Pita Kotte aforesaid; bounded on the north by Moonamalgahakumbura and Crown ditch, on the east by Bakmigahakumbura, on the south by Welmelagekumbura, and on the west by the property of Jayasinghe Don Daniel Jayasinghe, Catechist; containing in extent 20 kurunies of paddy sowing.

Hulftsdorp, Colombo.

A. C. KOELMEYER,
Auctioneer and Broker.

Auction Sale.

UPON mortgage decree, D. C., Colombo, No. 24,543, I shall sell by public auction for the recovery of the amount of the decree on Friday, December 16, 1927, at the respective spots, the following:—

At 5 p.m.

(1) Lot marked A from and out of the land called Delgahawatta, situated at Maradana in the Palle pattu of Salpiti Korale, with buildings thereon, in extent 1 rood and 1 perch.

At 5.30 p.m.

(2) Lot marked C from and out of the land called Maradana Kurunduwatta at Welikada, Palle pattu aforesaid; extent 27 45/100 perches.

Further particulars from Mr. S. W. Perera, Proctor and Notary, Colombo, or from me—

59, Belmont Street,
Colombo, November 25, 1927.

H. J. F. RODRIGO,
Auctioneer and Broker.

Auction Sale.

UNDER instructions from the administrator of the intestate estate of Kidur Kannie Abdul Majeed of Second Division, Maradana, deceased, and with the leave of court in 'estamentary case No. 3,107 of the District Court of Colombo, I shall sell by public auction on Wednesday, December 14, 1927, at 5 p.m., at the spot, the following property, to-wit:—

All that undivided share of all those two allotments of land marked A and B in the plan, with the buildings thereon bearing assessment Nos. 1,337/176 and 1,332/172, situated at Second Division Maradana, presently bearing new assessment Nos. 261/1-9, 28-31, 32, and 54-62 garden, Maradana rodd, within the Municipality and District of Colombo, Western Province; and bounded on the north by the property of Bawa Lebbe and the property of the late Assen Meera Lebbe, on the east by the property of Sinne Lebbe Marikar, on the south by the property of Kidur Kanni, and on the west by the property of Kolanda Marikar Isboe Lebbe; containing in extent 34 74/100 perches, according to the figure of survey dated October 28, 1893, made by F. Bartholomeusz, Land Surveyor.

For inspection of title deeds please apply to D. F. J. Perera, Esq., Proctor and Notary, Hulftsdorp, Colombo.

1, Hulftsdorp, Colombo.

W. D. E. ABRAHAM,
Auctioneer and Broker.

Auction Sale.

UNDER and by virtue of the commission issued to me by the District Court of Colombo in case No. 20,136, entered against Mahamarakkalage Thelenis Fernando of Karagampitiya, I shall sell the following properties for the recovery of the sum of Rs. 4,868, with interests and costs, less Rs. 120, on Wednesday, December 28, 1927, at the spot, commencing from 11 a.m.

1. All that divided portion of land marked "A" called Millagahawatta, situated at Karagampitiya; containing in extent 1 rood and 2 perches.

2. All that divided portion of land marked "B" called Millagahawatta, situated at Karagampitiya; containing in extent 19 perches.

3. All that divided portion of land marked "D" called Millagahawatta, situated at Karagampitiya; containing in extent 14 ⁷²/₁₀₀ perches.

Further particulars from Messrs. Wilson & Kadirgamar, Proctors and Notaries, Colombo, or—

Phone: 1039. FRANCIS F. KRISHNAPILLAI,
19, Hulftsdorp, Colombo. Auctioneer and Broker.

Sale by Auction under Mortgage Decree.

Valuable Properties at Timbirigasyaya.

UNDER decree in case No. 23,580, D. C., Colombo, and by virtue of the commission issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned properties by public auction at the respective spots on Monday, December 19, 1927, viz.—
At 3 p.m.—(1) Lot marked A in plan being a divided one-seventh part of the land Meegahawatta in Naraeratiya at Timbirigasyaya, now bearing assessment No. 6481/25 (7), Timbirigasyaya within the Municipal limits of Colombo; containing in extent 3 roods and ³⁷/₁₀₀ perches. At 3.30 p.m.—(2) A block of land with the buildings thereon bearing assessment No. 555/121B at Timbirigasyaya aforesaid, containing in extent 2 roods and ⁴⁰/₁₀₀ perches. At 4 p.m.—(3) Undivided one-seventh share of premises bearing assessment No. 120 at Timbirigasyaya aforesaid; containing in extent 1 acre more or less. At 4.30 p.m.—(4) Undivided three thirty-second parts of the portion of land called Aratchigewatta alias Annasiwatta, with the buildings thereon, bearing assessment No. 551/119 at Timbirigasyaya aforesaid; containing in extent about 1 acre. At 5 p.m.—(5) Undivided one-seventh share of Ambagahawatta bearing assessment No. 12, Timbirigasyaya road aforesaid, with the buildings thereon; containing in extent 4 acres more or less.

Further particulars from George R. Motha, Esq., Proctor and Notary, Colombo, or—

5, Hulftsdorp, C. E. KARUNARATNA,
November 23, 1927. Auctioneer.
Phone: 1627.

Auction Sale.

A Valuable House Property at Moratuwa called and known as Eddystone.

UNDER instructions from the administrator and with the authority of court in testamentary case No. 552, D. C., Colombo, I shall sell by public auction on December 17, 1927, at 2.30 p.m. at the office of C. Sevaparakasam, Esq., Proctor and Notary, 89, Dam street, Colombo:—All that house and ground called and known as Eddystone, situated at Rawatawatta in Moratuwa; in extent 1 acre 1 rood and ²³/₉₄ perches.

Particulars from C. Sevaparakasam, Esq., Proctor and Notary, Colombo.

89, Dam street, H. M. PEIRIS,
Colombo, November 18, 1927. Auctioneer.

Sale by Public Auction under Mortgage Decree entered in Case No. 12,761 of the District Court of Kalutara.

BY virtue of the order to sell issued to me in the above case for the recovery of the sum of Rs. 2,680, with further interests and costs Rs. 388.12, I shall sell by public auction on Saturday, December 17, 1927, at 3.30 p.m. at the spot, the following property, to wit:—

The undivided 259/400 shares of the soil and trees together with planter's ¹/₄ share of the plantations and the entire tiled house standing thereon of the land called Magalpelellewattakattiya situated at Marakkalahawatta in the Beruwala padda, in Kalutara District, and containing in extent about 2 ¹/₂ acres.

For further particulars, please apply to Messrs. De Abrew & Jayasundera, Proctors, Kalutara, or to me—

P. D. F. PERERA,
Panadure, November 14, 1927. Auctioneer.

Auction Sale under Partition Decree.

BY virtue of the commission issued to me in partition case No. 13,651 of the District Court of Kalutara, I shall sell by public auction on Thursday, December 15, 1927, at 2 p.m. at the spot, viz.:—All that land called Indiriliwela and Thoopuwatta, together with the buildings and plantations standing thereon, situated at Maggona in Maggonpadda and bounded on the north by Indiriliwela river, east by the high road, south by Thoopuwatta and west by Indiriliwelawattamodara; containing in extent 1 acre and 20 perches.

The said premises will first be put up for sale among the co-owners at the appraised value Rs. 1,400, and if not purchased by any one of them at such sale, the same will immediately thereafter be put up for sale among the public and sold to the highest bidder.

L. L. DE SOUZAR,
Kalutara South, November 8, 1927. Commissioner.

Auction Sale.

In the Matter of the Insolvency of Careem Moosa, lately of Negombo, Insolvent, D. C., Negombo, Case No. 187 Insolvency.

UNDER instructions from the assignee and with the leave of the above court, I shall sell by public auction the entire shop goods, effects, and fittings, now lying in premises Nos. 292 and 293, Main street, Negombo, commencing on Wednesday, December 7, 1927, at 9.30 A.M., and on subsequent days till completion of sale. Catalogues in due course.

'Phone: 1681. R. C. McHEYZER,
Auctioneer and Broker.

Auction Sale under Mortgage Decree.

UNDER and by virtue of the order to sell issued to me and the decree entered in case No. 1,113, D. C., Negombo, in favour of A. N. V. R. A. R. Arunasalam Chetty by his attorney Muna Muttuwairu Pulle of Negombo, against Hiddadura Julian Mendis and ditto Victor Mendis, for the recovery of the sum of Rs. 1,000, with further interest and costs, I shall sell by public auction on Saturday, December 17, 1927, at 3 p.m., the following property, to wit:—

1. The land called Bakmgahakumbura, situate at Unnaruwa in Dasia pattu of Alutkuru korale, in Negombo District, Western Province; in extent about 6 bushels of paddy sowing ground.
2. Kalagahakumbura at Unnaruwa aforesaid; in extent about 2 perrahs of paddy sowing ground.
3. Dawatagahakumbura at Unnaruwa aforesaid; in extent about 2 perrahs of paddy sowing ground.

For further particulars apply to S. K. Wijeratnam, Proctor, Supreme Court, and Notary Public, or—

K. H. PERERA,
Negombo, November 17, 1927. Licensed Auctioneer.

Auction Sale under Mortgage Decree.

UNDER and by virtue of the order to sell issued to me and the decree entered in case No. 1,767, D. C., Negombo, in favour of Suna Pana Lena Raman Chettiyar by his attorney P. R. M. Sinnajah of Kochchikade, against Makedwita Aramhamillage Rosana Perera and Halahakon Arachchige Don Nikulas Appuhana, both of Muruthena, for the recovery of the sum of Rs. 4,480, with further interest on Rs. 3,500 and costs, I shall sell by public auction at the respective spots, the following property, to wit:—
On Monday, December 19, 1927, commencing at 2.30 p.m.

1. The undivided ⁵/₆ shares of the two contiguous portions of lands called Addekatagahawattakotasa and Madagahawatta, forming one lan, at Muruthena in Dunagaha pattu of the Alutkuru korale, in Negombo District; in extent 1 acre and 2 roods, and of the buildings thereon.

The undivided ⁵/₆ shares of the undivided southern half share of Higgahawatta at Muruthena aforesaid; in extent 1 rood and ¹¹/₂₄ perches, with buildings thereon.

3. From and out of the land called Kohombagahawatta at Kochchikade or Pallansena, in Dunagaha pattu aforesaid, in extent about 3 acres, excluding therefrom two portions of lands, namely, a portion acquired by the Crown to the south, adjoining the road to and from the church, and north-eastern portion sold to Don Meigel Karunaratna, Notary, from and out of the south-eastern portion separated off by Karunaratna lane, and three portions of lands acquired by the Crown for roads, and lot B in plan No. 536 made by D. G. Emmanuel, for latrine, the undivided $\frac{1}{3}$ share of the remaining portions of lands consisting of lots A, C, D, E, and F in the said plan, and of the buildings thereon, in extent according to the said plan 1 acre and 23.75 perches.

4. From and out of the land called Attikkagahaowita and Pookenda-adyowita at Parana Topputota, in Waikkal, in Chilaw District, in extent 4 acres, the undivided $\frac{1}{3}$ shares of the undivided western portion, separated off by the rail road, in extent 2 acres and 2 roods, with the buildings thereon.

5. The undivided $\frac{1}{3}$ share of the south-eastern portion separated off by the rail road of the aforesaid land Attikkagahaowita and Pookenda-adyowita, at Parana Topputota aforesaid, in extent 1 acre and 2 roods, with the buildings thereon.

On Tuesday, December 20, 1927, at 2.30 P.M.

6. The undivided half share from and out of the undivided portion along the eastern boundary, in extent 15 acres of the land called Millagahahenyayekotasa, situated at Koralanpotha in Velpalla, in Pitigal korale of Katugampola hatpattu, in Kurunegala District; containing in extent about 100 acres.

For further particulars from S. K. Wijeratnam, Proctor, Supreme Court, and Notary Public, Negombo, and—

K. H. PERERA,

Negombo, November 17, 1927. Licensed Auctioneer.

Auction Sale.

In the District Court of Negombo.

Handugaladewage Podisingho Fernando of Palliyapitiya and another, Plaintiffs.

No. 463.

Ranawaladewage Jagaria Fernando of Handankawa, in his personal capacity, and as legal representative of the estate of Ranawaladewage Allis Fernando, deceased, and Sesathpudawage Julia Fernando Defendant.

UNDER the decree in the above case and by virtue of the order to sell issue to us for the recovery of the sum of Rs. 3,000. with interest thereon at the rate of 9 per cent. per annum from January 13, 1926, till payment in full, and cost of suit Rs. 215.12 we shall sell by public auction at the respective spots commencing from 3 P.M. on December 17, 1927, the under-mentioned properties mortgaged by mortgage bond No. 34,376 dated October 16, 1919. attested by N. J. C. Wijesekara, Notary, to wit:—

1. The undivided $\frac{1}{2}$ share of the two contiguous of land, namely, the land depicted in plan No. 60,326 in extent 3 acres 2 roods and 28 perches and another portion of land in extent 1 acre and 3 roods, now forming one land and called Dawatagahawatta situate at Palliyapitiya in Dunagaha pattuwa of the Alutkuru korale, in extent 5 acres 1 rood and 28 perches, with the plantations and buildings standing thereon as a primary mortgage.

2. The undivided $\frac{6}{7}$ share with the plantations standing thereon from and out of the $\frac{1}{3}$ share of the land called Heenkendag hawatta, situate at Palliyapitiya aforesaid; which said $\frac{1}{3}$ share is in extent about 1 acre, as a secondary mortgage.

3. The undivided $\frac{6}{7}$ share of the land called Kahatagahawatta, situate at Palliyapitiya aforesaid; in extent about $1\frac{1}{2}$ acres with the plantations and the buildings standing thereon as a secondary mortgage.

Further particulars from Messrs. Samarātunga & Pereira, Proctors, Supreme Court, and Notaries, of Negombo, or from—

K. L. PERERA & SON,

Negombo, November 21, 1927. Auctioneers.

Auction Sale under Partition Decree, D. C. Galle, No. 21,689.

UNDER and by virtue of a commission issued to me in the above case, I shall offer for sale by public auction on Saturday, January 14, 1928, commencing with (a), namely, Baduwatta, at 2 P.M. at the spot, the following:—

(a) All that allotment of land called Baduwatta, situated at Maha Ambalangoda in Ambalangoda, in the Wellaboda pattu of the Galle District; and bounded on the north by Jagodawatta and Ihawalatta alias Araliyawatta, east by Bandarawatta, south by Bandarawatta-addarawela, and the west by Ihawalatta alias Araliyawatta; containing in extent 1 rood and $\frac{1}{2}$ perches.

(b) All that allotment of land called Godellewatta, situated at Maha Ambalangoda, in Ambalangoda, in the Wellaboda pattu of the Galle District; and bounded on the north by Arumawadugederawatta and Hettithanthi igederawatta, east by Tuduwegewatta, south by Hettithanthi Aberanpadihiwauwatta, and the west by Daluwattegewatta and Beragamagewatta; containing in extent 1 rood and 28 perches.

The said lands will be sold (a) Baduwatta in 2 blocks, 1 and 2 (29 40/100 and 16 10/100 perches respectively), and (b) Godellewatta in 3 blocks, 3, 4, and 5 (13 65/100, 31 55/100, and 20 80/100 perches respectively) as per plans of survey Nos. 345A and 346A made by Mr. H. B. Gunawardene, Licensed Surveyor, and filed of record, first among the co-owners at the appraised value thereof, and if not bid over and purchased by any one of them, such will immediately thereafter be put up for sale among the public in terms of the Partition Ordinance, No. 10 of 1863.

Further particulars, if necessary, may be obtained from Tudor G. Jayawardane, Esq., Proctor, Supreme Court, and Notary, or from me—

K. T. THOS. SILVA,

Ambalangoda, November 11, 1927. Commissioner.

Auction Sale under Partition Decree, D. C., Galle, No. 23,202.

UNDER and by virtue of a commission issued to me in the above case, I shall offer for sale by public auction on Saturday, January 21, 1928, at 9.30 A.M., at the spot, the following:

All that allotment of land called Gonnagaha Duwa situated at Nindara, in the Wellaboda pattu of the Galle District; and bounded on the north by land belonging to Aberanhamy and others and land belonging to Ondirishamy and others, east by road, south by Gonnagawatta, and the west by portion of Gonnagalkawatta and containing in extent 2 roods and 23 6/100 perches.

The said land will be sold in two blocks A and C (A, 1 rood and 33 perches; C, 30 perches), exclusive of B, 8 feet road through land as per plan of survey No. 1,009A, made by Mr. S. Warusawitana, Licensed Surveyor, and filed of record, first among the co-owners at the appraised value thereof, and if not bid over and purchased by any one of them, such will immediately thereafter be put up for sale among the public in terms of the Partition Ordinance, No. 10 of 1863.

Further particulars, if necessary, may be obtained from A. D. de Silva, Esq., Proctor, Supreme Court, and Notary, or from me—

K. T. THOS. SILVA,

Ambalangoda, November 11, 1927. Commissioner.

Sale by Auction under Partition Decree.

Valuable Town Property at Ambalangoda.

BY virtue of a commission issued to me in partition case No. 23,609, of the District Court of Galle, I shall sell on Saturday, January 14, 1928, at 3 P.M. at the spot, the land called Kahatagahawatta, situated at Patabenduralla in Ambalangoda, in Wellaboda pattu of Galle District, Southern Province, and containing in extent 38 perches.

The said land will be sold in 2 separate blocks, viz., A and B, as per plan No. 397A, made by Mr. W. V. Gunawardana, Surveyor. The sale will take place first among the co-owners at the appraised value and, if not bidden for or purchased by any co-owner, the said premises will immediately thereafter be sold among the public.

Ambalangoda, UPASIRI W. KODIKARA,
November 21, 1927. Auctioneer and Broker:

Auction Sale.

Valuable Property situated at Urala in the Gangaboda Pattu, Galle District.

BY virtue of a commission issued to me in case No. 5,538, Testamentary, D. C., Galle, of the last will and testament of Abdul Cader Abdul Careem of Dagedera, Galle, deceased, I shall sell by public auction on Saturday, December 17, 1927, commencing at 2 P.M., at the spot, the following property belonging to the said deceased's estate, to wit:—

Inventory No. 11. All that 9 allotments of land which are contiguous to each other forming the land called Galketiwegodakanda; containing in extent 161 acres 1 rood and 2 perches, situated at Urala, in the Gangaboda pattu, Galle, appearing in title plans Nos. 274,654, 295,841, 277,861, 295,786, 295,787, 295,788, 295,789, 272,025, and 277,860.

(Crown Title.)

For further particulars please apply to me or to J. N. Goonetilleke, Esq., Proctor, Supreme Court, Galle.

November 15, 1927.

K. JOHN GABRIEL,
Commissioner.

Auction Sale.

Valuable Property situated at Morawak Korale, Southern Province.

BY virtue of a commission issued to me in case No. 6,246, Testamentary, D. C., Galle, of the estate of the deceased, Gintosa de Silva de Silva Weerasooriya, late of Katalowa, deceased, I shall sell by public auction on Thursday, December 8, 1927, commencing at 1 P.M., at the Morawak Resthouse, the following property belonging to the said deceased's estate, to wit:—

Inventory No. 10. All that the land called Palagalahena, lot 5A in P. P. 26 at Banagala, in Pallai pattu; containing in extent about 8 acres.

Inventory No. 11. All that land called Beriyeokanda, situated at ditto; in extent 1 acre 3 roods and 16 perches.

Inventory No. 12. All that land called Hali-elahena, situated at Alapaladeniya, in Banagala aforesaid; containing in extent 24 acres 3 roods and 15 perches.

Inventory No. 13. The land called Banagala Nawalahena; containing in extent about 1 acre.

On Saturday, December 10, 1927, commencing at 10.30 A.M., on the land called Ganearambewatta alias Patabendigewatta, situated at Katalowa, the following property, to wit:—

1. An undivided $\frac{1}{4}$ part of Agadeniyawatta and the planter's $\frac{1}{4}$ share of the new plantation, exclusive of the old plantation thereon; containing in extent about 1 acre, situated at Katalowa, in Talpe pattu, Galle.

2. An undivided $\frac{1}{4}$ part of Attikkagahawatta-adderadeniya alias Dombagahadeniya; containing in extent about 2 acres; situated at ditto.

3. An undivided $\frac{1}{4}$ portion of Ratmehera, Walegedera-addera, Dombagahaowitawatta alias Walagedera-addera, Dombagahadeniya; containing in extent about 1 acre at ditto.

4. An undivided $\frac{1}{4}$ part of Yaddhegewatta; containing in extent about 1 rood at ditto.

5. An undivided $\frac{1}{12}$ part of Gallegewatta; in extent about 1 rood at ditto.

6. An undivided $\frac{1}{4}$ part of Bogahadeniya; in extent about 2 roods at ditto.

7. An undivided $\frac{1}{4}$ part of Gebalanegge Diwelwatta; in extent about 2 roods at ditto.

8. An undivided $\frac{1}{4}$ part of Medadeniya; in extent about 1 acre at ditto.

9. All that land called Pitakoratuwa-adderawewe Koratuwa, exclusive of the planter's $\frac{1}{4}$ share; in extent about 1 acre at ditto.

For further particulars please apply to me or to C. L. Wickremasinghe, Esq., Proctor, Supreme Court, Galle.

November 17, 1927.

K. JOHN GABRIEL,
Commissioner.

Auction Sale.

In the District Court of Galle.

Testamentary In the Matter of the Estate of Palawinnege Jurisdiction. Pananayath Ariadasa Cumarantunga No. 6,439. of Katalowa, deceased.

C. W. Goonewardene, the Secretary, District Court, Galle Official Administrator.
M. L. Ensinahamy and others Respondents.

UNDER and by virtue of a commission issued to me in the above case, I shall sell by public auction on Thursday, December 15, 1927, at 2 P.M. at the spot the following property:—

An undivided one half part of the land "Pananduwa Owita and Kebellewatta," at Heenatigala, in Talpe pattu, Galle.

H. W. WEERASINGHE,
Licensed Auctioneer, and Sworn,
Translator to District Court, Galle.
Galle, November 14, 1927.

Auction Sale.

In the District Court of Jaffna.

Nagalingam Suppiah of Vannarponnai East Plaintiff.
No. 21,173. Vs.

Thuraiyappah Chettiyar Kanthiah Chettiyar of Vannarponnai East Defendant.

IN terms of the commission dated November 15, 1927, issued by the District Court of Jaffna to recover the sum of Rs. 1,776.32, with interest on Rs. 1,000 at the rate of 12 per cent. per annum from January 15, 1926, till payment in full, and cost Rs. 215.9, poundage and charges, the following decreed property will be sold by public auction at spot on Monday, January 9, 1928, at 10 A.M.:—

Land situated at Vannarponnai East in Vannarponnai parish, Jaffna Division of the Jaffna District, Northern Province, called Paraiyariyankadu; containing or reputed to contain in extent 12 links, with house, well, and cultivated plants; bounded or reputed to be bounded on the east by the property of Thankamma, wife of Chelliah Chettiyar, and shareholders, on the north by road, on the west by the property belonging to Kandasamy Mudaliyar Rasaratnam and daughter Chellakannu, and on the south by the property belonging to the heirs of Rasaman, wife of Muttusamapathy Chettiyar.

Fiscal's Office,
Jaffna, November 21, 1927.

J. P. KANTHYAH,
Commissioner.

Auction Sale under Mortgage Decree, D. C., Batticaloa, No. 6,118.

Kathiramatamby Udayar Velupillai of Kallady Uppodai Plaintiff.

Vs.
(1) Kantepody Maarimuttupody, (2) Maarimuttupody Sellapah, and (3) Maamuttupody Eliyatamby of Kommaturai Defendants.

BY virtue of the commission issued to us in the above case, we shall offer for sale by public auction the hereinbelow described properties on Friday, December 16, 1927, commencing at 3 P.M. at land No. 1, at 4 P.M. at land No. 2 and at 5 P.M. at land No. 3.

Description of Properties.

1. The southern half share of land called Semmanodai-poomie being lot No. 4,373/973 appearing in plan No. 299,235, situated at Kommaturai in Eravur pattu,

Batticaloa; bounded on the east by the land lot No. 95,017 and the land appearing in plan No. 298,663, south by land appearing in plan Nos. 298,663 and 282,395, and the land lot No. 976, west by Crown land, and north by the other share of this belonging to Kanapatiar Maarimuttu; and containing in extent 4 acres 2 roods and 36 perches (exclusive of the road passing through this land) and all rights.

2. The land lot No. 5,887 appearing in plan No. 561, situated at Vandarumoolai aforesaid; bounded on the east by the property belonging to Karuvel and others, south, west, and north by sea; and containing in extent 12 acres 2 roods and 36 perches with all its rights.

3. The land lot No. 95,017 appearing in plan No. 282,395, situated at Kommaturai aforesaid; bounded on the east by reservation for road, south by land lot No. 94,911, west by lot No. 976, and north by land lot No. 973; and containing in extent 2 acres and 18 perches with all its rights.

Further particulars from N. S. Rasiah, Esq., Proctor, Supreme Court, and Notary Public, Batticaloa.

Tel: Ratco, RATNASINGHAM & Co.,
Batticaloa, November 21, 1927. Brokers and Auctioneers:

Auction Sale.

In the District Court of Kurunegala.

A. V. V. E. Vairaven Chetty of Kurunegala..... Plaintiff.
No. 10,286. Vs.

Halwelle Durayalage Ukkuwa Duraya of Ven-
noruwa Defendant.

UNDER and by virtue of decree entered in the above case, and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by public auction the following property herein below declared bound and executable under the said decree on Friday, December 9, 1927, commencing at 4 P.M., on the first land herein below:—

1. An undivided $\frac{3}{4}$ share of Wedapitiyekumbura and pilwela land adjoining thereto of about 3 pelas and 5 lahas paddy sowing extent, situate at Wedapitiya in Dambadeni Udukaha korale east.

2. An undivided $\frac{1}{2}$ share of Makulgollewatta of 2 lahas kurakkan.

3. An undivided $\frac{1}{2}$ share of Ketakalagahamulawatta of 1 timba kurakkan.

4. An undivided $\frac{1}{2}$ share of 3 lahas kurakkan sowing towards the southern limit of the undivided land called Dalugahagawahena of 5 lahas kurakkan sowing extent.

5. Mahawatta of about 2 lahas kurakkan sowing.

6. An undivided $\frac{1}{2}$ share of Pallewelehena, now garden, of about 6 seers kurakkan sowing, all situate at Vennoruwa.

Further particulars from me—

T. B. AMUNUGAMA,
Kurunegala, November 8, 1927. Licensed Auctioneer.

Auction Sale.

In the District Court of Kurunegala.

Nuwara Passa Hewayalage Abilino of Madawala.. Plaintiff.
No. 11,702. Vs.

(1) Jalathpedi Durayalage Kiriya Veda, (2) ditto
Kiriya, both of Erieba Defendants.

UNDER and by virtue of the decree entered in the above case, and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by public auction the following property herein below declared bound and executable under the said decree on Saturday, December 10, 1927, commencing at 2 P.M., on the spot:—

All that Uduwelakebellagahakumbura of 6 pelas paddy sowing extent and its adjoining Kebellagahakumburewatta of 3 seers kurakkan sowing extent, situate at Halwella in Dambadeni Udukaha korale west.

Further particulars from me—

T. B. AMUNUGAMA,
Kurunegala, November 15, 1927. Licensed Auctioneer.

Application for Enrolment as a Notary Public.

I, WARNAKULASURIYA WARDENESTRIGE HENRY, PETER MENDIS of Dambadara in the District of Galle, do hereby give notice in terms of rule 2 in Schedule 1 B of Ordinance No. 1 of 1907, that, three months hence, I shall apply to the Registrar-General to be admitted and enrolled a Notary Public to practise in the Sinhalese language in the District of Galle.

Galle, October 18, 1927.

W. H. P. MENDIS.

Cancellation of Power of Attorney.

THE power of attorney bearing No. 3,328 dated August 30, 1923, attested by G. T. Kandyah of Colombo, Notary Public, and granted by me to Kana Nana Moona Kana Nana Ramanathan Chetty, and Kana Nana Kana Nana Mana Palaniappa Chetty, has been revoked and cancelled by me as from this date.

KANA NANA MOONA KANA NANA MUTTIAH CHETTY.
Colombo, November 21, 1927.

All Saints' Church, Hulftsdorp, Colombo.

THE Annual Meeting of the Congregation will be held on Sunday, December 18, at 6.15 P.M., in the schoolroom adjoining the church.

Business.

- (1) Accounts of the trustees of the last financial year.
- (2) Election of trustees for the ensuing year.

W. DIAS BANDARANAYAKE.

FELIX L. DE ALWIS.

DONALD OBEYSEKERE.

FELIX R. DIAS.

APPLICATION FOR FOREIGN LIQUOR LICENCES, &c.

I hereby give notice that I have on November 9, 1927, applied to the Government Agent, Eastern Province, for the licences shown in the schedule hereto annexed, for the licensing period ending September 30, 1928:—

Schedule referred to.

Name and address of applicant: K. Santiapillai, Central road, Bulintia.

Description of licence or licences applied for: (a) Foreign liquor tavern licence; (b) porter and beer tavern licence. State whether application is for renewal of existing licence or for a new licence: New licence.

Situation of premises to be licensed: In Koddaimunai, Batticaloa-Badulla road.

Batticaloa, November 21, 1927.

K. SANTIAPILLAI.

A 5.

MISCELLANEOUS DEPARTMENTAL NOTICES.

PUBLICATIONS FOR SALE at the Government Record Office, Colombo:—

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LEGISLATIVE ENACTMENTS OF CEYLON.

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Colombo. Government Recordkeeper.

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November, 1927. H. ROSS COTTELE,
Government Printer.

Sale of Goods.

NOTICE is hereby given that the under-mentioned packages which have been lying at the Baggage Office beyond the time allowed by law, will be sold by public auction on December 13, 1927, unless previously cleared. All goods sold, but not removed before the expiration of three clear days after the date of approval of the sale, will become liable to the payment of rent at the rates prescribed in the Customs Tariff :—

Date.	S. R. No.	Name.		Number and Description of Packages.
1927.				
July 21	9,164	Mr. D. H. C. Given	.. ss. Khiva	.. 1 parcel
July 27	9,312	Amtha Achyon	.. ss. Tamba Maru	.. 1 small brass pot
July 29	9,372/9,376	Mackinnon Mackenzie & Co.	.. ss. Chyebassa	.. 5 small cases
September 2	54	Sub-Collector, Talaimannar	—	.. 1 parcel tobacco
November 12	3,931	Ponniah Kangany	.. Karur to Haputale Waybill No. 3/78 of July 23, 1927, Haputale Waybill No. 89/1,116	.. 1 bundle
October 2	1,448	P. Looney	.. ss. Moreton Bay	.. 1 package
November 2	3,327/28	Guse Mohamed	.. ss. Cape St. Agnes	.. 2 packages
November 4	3,405/06	Meeya Abbas Alli	.. ss. Khiva	.. 2 packages
November 7	3,582/83	J. Maiwar	.. ss. Clintonia	.. 2 packages
November 8	3,678/80	Negal	.. do.	.. 3 packages
November 9	3,735/36	Abbasi Rahman	.. ss. Maharatta	.. 2 packages
—	3,742	Ibert Alli	.. ss. Surada	.. 1 package
November 14	3,988	Japer, care of F. X. Pereira & Sons	.. ss. Jalatarang	.. 1 package

H. M. Customs,
Colombo, November 21, 1927.

C. H. COLLINS,
for Principal Collector.

Sale of Goods.

NOTICE is hereby given that the under-mentioned package which has been lying in B 1 Warehouse beyond the time allowed by law will be sold by public auction on December 13, 1927, unless previously cleared. All goods sold but not removed before the expiration of three clear days after the date of approval of the sale will become liable to the payment of rent at the rates prescribed in the Customs Tariff.

Entry. No. and Date.	Vessel.	Marks.	Number and Description of Packages.
1,773 of September 21, 1925	.. ss. Argenfels	.. K R W Co outside a diamond and 5373/95 below	19 cases cigarettes

H. M. Customs,
Colombo, November 21, 1927.

C. H. COLLINS,
for Principal Collector.

Closure of Area for Application Surveys in Southern Province.

NOTICE is hereby given that area No. 1 will be closed on January 31, 1928, and no applications received within this area after that date will be forwarded to the Surveyor-General for survey until this area is again reopened. This, however, will not preclude applicants from submitting to me for registration applications for land within this area with a view of ascertaining whether there are any objections to the sale or lease.

L. W. C. SCHRADER,
Government Agent.
November 15, 1927.

Government Dairy.

Sale of Cattle.

FOURTY excellent bull and heifer calves, 20 cows, and 1 stud bull will be sold by public auction at the Government Dairy, Narahenpita, on Wednesday, December 7, 1927, at 4 P.M.

(N.B.—Many of the calves are by an imported pedigree Ayrshire bull.)

A. Y. DANIEL & SON,
Auctioneers.

Sale of Properties, Matale.

NOTICE is hereby given that the properties bearing assessment mentioned in the schedule below having been seized for default in payment of Police Tax, Matale, for 1st and 2nd quarters, 1927, will be sold by public auction on December 17, 1927, on the spot, commencing at 2 P.M., in conformity with the Police Ordinance,

No. 16 of 1865, unless in the meantime the amounts owing in respect of rates together with lawful costs of seizure and sale are duly paid.

Further particulars can be obtained from the Matale Kachcheri.

W. J. L. ROGERSON,
Assistant Government Agent.
The Kachcheri,
Matale, November 17, 1927.

Schedule referred to.

1. Properties bearing assessment Nos. 11B and 81, Haragama road, Matale. Tax not paid for 1st and 2nd quarters, 1927.
2. Properties bearing assessment Nos. 153, 155, and 246A, Hulangamuwa road, Matale. Tax not paid for 1st and 2nd quarters, 1927.
3. Properties bearing assessment Nos. 27A and 57A, Nagolla road, Matale. Tax not paid for 1st and 2nd quarters, 1927.
4. Properties bearing assessment No. 52, Nagolla village road. Tax not paid for 1st and 2nd quarters, 1927.
5. Properties bearing assessment Nos. 13, 29, and 21, Harrison-Jone's road. Tax not paid for 1st and 2nd quarters, 1927.
6. Property bearing assessment No. 89, Dodandeniya-Hulangamuwa road, Matale. Tax not paid for 1st quarter, 1927.
7. Property bearing assessment No. 57, Moisey Crescent road, Matale. Tax not paid for 2nd quarter, 1927.
8. Property bearing assessment No. 182, Hulangamuwa road. Tax not paid for 2nd quarter, 1927.

Sale of Ebony.

AN auction sale of the under-mentioned ebony will be held at the Central Timber Depot, Kew road, Slave Island, Colombo, on Saturday, December 17, 1927, at 10 A.M., subject to the following conditions:—

1. The timber will be put up in lots to suit buyers at a rate per lot, and no advance of less than Re. 1 per lot will be accepted.
2. The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.
3. Payment of 25 per cent. of the successful bid to be made at time of sale, if so required.
4. Buyers will be allowed to have the logs weighed at the depot premises, if so required, the cost of reweighing to be borne by such buyers. If any difference is found between the depot weight and the weight ascertained after reweighing, a certificate will be issued by this Department showing the actual weight at the time of reweighing, provided the buyers require such certificate for export purposes. But no allowance will be made for any shortage when making payment, the logs being sold by auction at a rate per lot and not per ton.
5. No timber shall be removed before payment of the full price bid, and all timber sold must be removed from the depot within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchasers until removed.
6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, or refuse or fail to pay the full purchase amount or balance thereof, as the case may be, and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the resale, while, if an enhanced price is realized at such resale, he shall, however, have no claim to the profit, which shall accrue to Government.
7. Agents bidding for others will be required to produce a written authority from the firm or persons for whom they bid, such authority will be retained by the Assistant Conservator of Forests, and will hold good only at the particular sale at which it is produced.
8. The description of the logs appearing in the remarks column of the following list is entered merely for the guidance of the intending purchasers, who, as usual, should satisfy themselves as to its correctness before purchasing the logs.

Divisions.	No. of Logs.	Tons	cw.	qr.	lb.
North-Western	63	10	19	0	14
Northern	10	3	17	3	7
Total	73	14	16	3	21

LIST OF EBONY LOGS REFERRED TO.
North-Western Division.

Divisional No.	C. T. D. No.	Length.		Girth.	Weight.			Remarks.		
		Ft.	In.		Tons	cw.	qr.		lb.	
57..	876..	15	8..	1	8..	0	2	1	0	Slightly marked
61..	877..	11	7..	1	8..	0	1	3	7	Black
84..	878..	11	5..	2	1..	0	2	2	7	do.
64..	879..	9	10..	1	8..	0	1	1	7	do.
36..	880..	11	2..	1	5..	0	1	1	14	do.
89..	881..	14	0..	2	5..	0	3	2	7	do.
60..	882..	12	5..	2	1..	0	3	1	0	do.
31..	883..	14	6..	1	5..	0	1	1	14	do.
82..	884..	14	10..	1	5..	0	1	2	14	do.
76..	885..	10	4..	1	6..	0	1	2	0	do.
78..	886..	11	2..	1	9..	0	2	0	0	do.
63..	887..	12	3..	1	0..	0	1	3	7	do.
20..	888..	14	10..	2	5..	0	4	2	0	do.
87..	889..	15	2..	1	10..	0	2	3	7	do.
90..	890..	11	0..	2	4..	0	3	2	0	do.
88..	891..	12	0..	2	3..	0	3	0	0	do.
85..	892..	11	6..	1	1..	0	0	2	14	do.
65..	893..	10	4..	1	1..	0	0	2	0	do.
62..	894..	10	9..	1	1..	0	0	3	7	do.
80..	895..	8	7..	1	6..	0	0	3	0	do.
32..	896..	16	10..	1	2..	0	1	1	0	do.
29..	897..	14	0..	1	3..	0	1	2	0	do.
72..	898..	12	2..	1	9..	0	2	2	0	do.
82..	911..	16	4..	2	2..	0	4	1	7	do.
107..	912..	15	9..	2	5..	0	4	1	0	do.

Divisional No.	C. T. D. No.	Length.		Girth.	Weight.			Remarks.		
		Ft.	In.		Tons	cw.	qr.		lb.	
138..	913..	13	10..	2	5..	0	3	2	0	Slightly marked
128..	914..	16	5..	1	10..	0	3	0	14	Black
122..	915..	19	5..	1	5..	0	2	2	21	do.
113..	916..	20	3..	1	10..	0	3	3	14	do.
85..	917..	14	7..	2	7..	0	5	0	7	do.
129..	918..	12	7..	2	1..	0	2	2	14	do.
124..	919..	16	3..	1	10..	0	2	1	21	do.
135..	920..	19	3..	1	10..	0	3	1	14	do.
126..	921..	15	10..	1	10..	0	3	0	7	do.
74..	922..	15	1..	2	6..	0	4	3	14	do.
109..	923..	19	4..	2	0..	0	4	0	7	do.
97..	924..	19	10..	2	3..	0	4	3	14	do.
116..	925..	15	7..	1	10..	0	2	3	0	do.
96..	926..	18	6..	1	10..	0	2	3	21	Slightly marked
100..	927..	18	6..	1	10..	0	3	1	14	Black
141..	928..	18	7..	1	6..	0	2	2	0	do.
136..	929..	15	10..	1	6..	0	1	3	7	do.
153..	930..	16	6..	1	3..	0	1	2	14	do.
108..	931..	19	0..	2	0..	0	2	1	21	do.
101..	932..	21	7..	1	10..	0	3	1	14	do.
106..	933..	15	8..	1	9..	0	2	3	7	do.
142..	934..	10	10..	2	2..	0	2	3	14	do.
86..	935..	15	8..	3	1..	0	7	3	21	do.
90..	936..	12	0..	2	6..	0	3	1	0	do.
163..	937..	19	0..	1	10..	0	4	0	21	do.
94..	938..	13	9..	2	2..	0	2	3	14	do.
121..	939..	18	6..	2	1..	0	4	0	7	do.
99..	940..	14	8..	1	7..	0	2	0	0	do.
88..	941..	13	3..	2	6..	0	3	2	7	do.
61..	942..	14	0..	3	11..	0	9	3	0	do.
57..	943..	14	7..	3	2..	0	7	0	14	do.
59..	944..	15	3..	4	2..	0	12	0	0	do.
62..	945..	12	6..	4	0..	0	12	0	0	do.
64..	946..	14	5..	4	6..	0	11	2	14	Slightly marked
147..	947..	14	5..	2	3..	0	3	0	0	Black
81..	948..	9	5..	3	2..	0	4	0	0	do.
156..	949..	16	10..	1	9..	0	2	2	7	do.
145..	950..	15	6..	2	4..	0	4	1	14	do.

Central Division.

27..	1030..	15	5..	1	11..	0	3	0	0	Black
56..	1081..	12	9..	1	10..	0	2	2	0	do.
8..	1082..	16	0..	4	5..	0	14	1	0	do.
14..	1083..	13	0..	5	2..	0	17	0	0	do.
41..	1084..	14	11..	3	8..	0	9	2	0	do.
18..	1085..	12	11..	3	8..	0	9	3	0	do.
45..	1086..	14	10..	4	3..	0	11	1	0	do.
22..	1087..	16	3..	2	2..	0	4	0	0	do.
74..	1089..	12	0..	2	3..	0	3	2	0	do.
45..	1090..	21	3..	1	9..	0	3	0	7	Slightly marked
73							14	16	3	21

Office of the Conservator of Forests,
Kandy, November 22, 1927.

J. D. SARGENT,
Conservator of Forests.

Lease of the Produce of Trees.

NOTICE is hereby given that the Government Agent of the Western Province, will sell by public auction, at his office in Colombo, at 1 P.M., on Tuesday, December 13, 1927, the lease of the produce of the trees on the three under-mentioned premises for one year from January 1, 1928, subject to the following conditions:—

1. The purchase amount should be paid in full on the day of sale by the purchaser.
2. The purchaser or his workmen shall not cut any tree or interfere with any existing fence or boundary.
3. The purchaser or his workmen shall not pick any immature nuts.
4. The purchaser shall not assign, transfer, or sublet without permission previously obtained in writing from the Government Agent.
5. The purchaser shall pay all Municipal taxes.
6. The Government Agent or any one acting under his authority will be entitled to re-enter into occupation at any time on giving one month's notice to the lessee.
7. The purchaser shall keep the premises clean and in good order, and also comply with the Municipal regulations.

8. The Government Agent shall have the liberty to cut as many trees as are found to be necessary, for which proportionate refunds will be made to the lessee.

9. In the event of any breach of the foregoing conditions the Government Agent will resume possession of the land, and eject the purchaser from the premises without compensation.

10. The Government Agent reserves the right to reject any bid or all bids.

Premises referred to.

1. Premises known as "Revicla."
2. Premises occupied by the International Women's Club.
3. Old Sanitary Office premises now occupied by the Matron, Lying-in Home.

R. N. THAINE,
Government Agent.

The Kachcheri,
Colombo, November 10, 1927.

Loss of Firearms.

HAMBANTOTA DISTRICT.

Name of owner: Kirigeegana Arachchi Patabendige Koranelis of Tissa in Magam pattu of the Hambantota District.

Description of gun: A single-barrelled cap gun bearing No. M 743 marked on stock.

Number of licence: M 743 (A 33779).

Remarks: Gun stolen.

C. SENARATNE,
for Assistant Government Agent.

The Kachcheri,
Hambantota, November 15, 1927.

ANURADHAPURA DISTRICT.

Description of gun: Single-barrelled breech-loading gun, 16 bore, by Stevens. No. 222 marked on the barrel.

Number of licence: 68928 renewed for 1926.

Last address given by licensee: S. J. Paramaswamy, Railway Extensions Department, Habarana.

Remarks: The whereabouts of the licensee cannot be traced. Licensing authorities will kindly communicate with the Government Agent, North-Central Province, if the licence is produced for renewal.

C. B. P. PERERA,
for Government Agent.

The Kachcheri,
Anuradhapura, November 21, 1927.

BADULLA DISTRICT.

(1) Name of owner: Polwatte Ukku Banda of Demodera in Oyapalata korale of Wiyaluwa division, Province of Uva.

Number of licence: F 16370/278, Wiyaluwa.

Description of the gun: Single-barrelled muzzle-loading gun bearing No. 1008 B on stock.

Remarks: Reported to be lost.

(2) Name of owner: Weebadgededere Kalu Banda of Kalugahakandura, in Oyapalata korale of Wiyaluwa division, Province of Uva.

Number of licence: F 15851/47, Wiyaluwa.

Description of the gun: Single-barrelled muzzle-loading gun bearing No. 2471 B on stock.

Remarks: Reported to be lost.

(3) Name of owner: Daladagewatte Dantuwa of Kitulwategama, in Soranotota wasama of Soranotota korale in Wiyaluwa division, Province of Uva.

Number of licence: B 02921/171, Wiyaluwa.

Description of the gun: Double-barrelled muzzle-loading gun bearing No. 545 B on stock.

Remarks: Reported to be lost.

The Kachcheri, R. N. Bond,
Badulla, November 17, 1927. for Government Agent.

Destruction of a Dangerous Elephant.

IN terms of section 9 (1) of the Game Protection Ordinance, No. 1 of 1909, the Assistant Government Agent, Hambantota, is prepared to issue a licence free of stamp duty for the destruction of a dangerous elephant frequenting the Gonnoruwa village in Magam pattu of Hambantota District.

Description of the animal may be obtained from the Kachcheri.

V. COOMARASWAMY,
Assistant Government Agent.

The Kachcheri,
Hambantota, November 21, 1927.

Sale of Steam Launches.

TWO steam launches in more or less good order and complete with engine and boilers will be put up for sale by public auction at the Lake Development Scheme yard at Parson's road, Colombo, on Saturday, December 1, 1927, at 12 noon.

2. The launches are lying in the Colombo Lake adjoining the Lake Development Scheme yard and can be inspected any day, Sundays excepted, between the hours of 9.30 A.M. and 4.30 P.M.

3. The purchaser will be required to pay the full amount of the purchase money to the Engineer-in-Charge, Colombo Lake Development Scheme, immediately after the sale, and the launches will remain at the risk of the purchaser from the time of sale and must be removed from the site within one week.

R. G. BARTHOLOMEW,
for Director of Public Works.

Public Works Office,
Colombo, November 23, 1927.

"The Plant Protection Ordinance, No. 10 of 1924."

IN accordance with regulation 9 of the regulations set forth in the schedule to "The Plant Protection Ordinance, No. 10 of 1924," it is hereby declared that the area enumerated in the annexed list is an infested area for the purpose of the regulations relating to the Shot-hole Borer of Tea (*Xyleborus formicatus* Eich.), published in *Government Gazette* No. 7,413 of September 5, 1924.

F. A. STOCKDALE,
Director of Agriculture.

Office of the Director of Agriculture,
Peradeniya, November 21, 1927.

List referred to.

TEA ESTATE.

Province of Uva.

Glenonore . . . Haputale P. O.

Government Training College—Two-year Scholarships of Rs. 360 per annum—English Course, 1927-28.

Men Students.

A. R. ABRAHAM, Index No. 3, fills the vacancy caused by the resignation of H. W. Goonetilleka, Index No. 25:

Office of the Director of Education, E. MACRAE,
Colombo, November 18, 1927. Director of Education.

Bt/Pankudavelli Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Rev. Fr. F. Bonnel for grant in aid of the above school, which is situated in Pankudaveli, Eraur pattu of Batticaloa District of the Eastern Province.

Observations will be received not later than December 25, 1927.

Education Office, L. MACRAE,
Colombo, November 25, 1927. Director of Education.

Bt/Panichchankerni Vernacular Mixed School.

NOTICE is hereby given that the above school situated at Panichchankerni in Batticaloa District of the Eastern Province, under the management of Rev. Fr. F. Bonnel, has been registered as a grant-in-aid school, with effect from August, 1926.

Education Office, L. MACRAE,
Colombo, November 25, 1927. Director of Education.

Nayapane Estate Central Division Vernacular Mixed School.

NOTICE is hereby given that an application has been received from the Superintendent for grant in aid of the above school, which is situated in the Central division of Nayapane estate, Pussellawa District of the Central Province.

Observations will be received not later than December 25, 1927.

Education Office, L. MACRAE,
Colombo, November 25, 1927. Director of Education.

Nayapane Estate Harmony Division Vernacular Mixed School.

NOTICE is hereby given that an application has been received from the Superintendent for grant in aid of the above school, which is situated in Harmony division of Nayapane estate, Pussellawa District of the Central Province.

Observation will be received not later than December 25, 1927.

Education Office, L. MACRAE,
Colombo, November 25, 1927. Director of Education.

Nilambe Estate School.

NOTICE is hereby given that the above school, situated in Hewaheta Lower district of the Central Province, under the management of the Superintendent, has been registered as a grant-in-aid school, with effect from October, 1926.

Education Office, L. MACRAE,
Colombo, November 18, 1927. Director of Education.

G/Pitadeniya Vernacular Mixed School.

NOTICE is hereby given that the above school, situated at Pitadeniya, Galle District of the Southern Province, under the management of Muhandiram D. Abeygoonewardena, has been registered as a grant-in-aid school.

Education Office, L. MACRAE,
Colombo, November 18, 1927. Director of Education.

G/Wandaduwa Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Mr. A. W. Mendis for the registration of his G/Wandaduwa Mixed School as two separate schools, viz. :—

Wandaduwa Boys' School.
Wandaduwa Girls' School.

Observation will be received not later than December 17, 1927.

Education Office, L. MACRAE,
Colombo, November 18, 1927. Director of Education.

Mu/Nainamadu Ayilady Vernacular Mixed School.

NOTICE is hereby given that the above school, situated in Vavuniya North, Mullaitivu District of the Northern Province, under the management of Mr. R. K. Kuruswamy Kurukal, has been registered as a grant-in-aid school, with effect from November, 1926.

Education Office, L. MACRAE,
Colombo, November 25, 1927. Director of Education.

Change of Management.

NOTICE is hereby given that Mr. E. L. F. de Soysa, Rheinland, Colpetty, has been appointed Manager of the schools mentioned below in place of Mr. J. W. C. de Soysa :—

Schools referred to.

Prince and Princess of Wales College, Moratuwa.

Education Office, L. MACRAE,
Colombo, November 16, 1927. Director of Education.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated November 2, 1927, published in the *Government Gazette* No. 7,614 of November 11, 1927, the land behind the Colombo Museum; bounded on the south by the Colombo Museum, east by the Garden Club, north by Greenpath, and west by Museum road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from November 15, 1927.

CHAS. W. PATE,
Municipal Veterinary Surgeon.

The Municipal Office,
Colombo, November 17, 1927.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated November 1, 1927, published in the *Government Gazette* No. 7,613 of November 4, 1927, the premises bearing assessment No. 10, situated at Nelson's road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from November 15, 1927.

CHAS. W. PATE,
The Municipal Office, Municipal Veterinary Surgeon,
Colombo, November 17, 1927.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated November 4, 1927, published in the *Government Gazette* No. 7,614 of November 11, 1927, the premises bearing assessment No. 1, situated at Tichborne road, Maradana, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from November 16, 1927.

CHAS. W. PATE,
Municipal Veterinary Surgeon.

The Municipal Office,
Colombo, November 17, 1927.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated November 4, 1927, published in the *Government Gazette* No. 7,614 of November 11, 1927, the premises bearing assessment No. 12, situated at Parsons road, Slave Island, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from November 16, 1927.

CHAS. W. PATE,
Municipal Veterinary Surgeon.

The Municipal Office,
Colombo, November 17, 1927.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated October 5, 1927, published in the *Government Gazette* No. 7,610 of October 14, 1927, the premises known as the S. P. C. A. Refuge for Animals, Baseline road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from October 23, 1927.

CHAS. W. PATE,
Municipal Veterinary Surgeon.

The Municipal Office,
Colombo, November 18, 1927.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated November 1, 1927, published in the *Government Gazette* No. 7,613 of November 4, 1927, the premises bearing assessment No. 51, situated at Galkapanawatta, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from November 12, 1927.

CHAS. W. PATE,
Municipal Veterinary Surgeon.

The Municipal Office,
Colombo, November 18, 1927.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 68, situated at Forbes road, Maradana, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from November 13, 1927.

CHAS. W. PATE,
Municipal Veterinary Surgeon.

The Municipal Office,
Colombo, November 18, 1927.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated November 2, 1927, published in the *Government Gazette* No. 7,614 of November 11, 1927, the premises bearing assessment No. 36, situated at Timbirigasyaya road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from November 16, 1927.

CHAS. W. PATE,
Municipal Veterinary Surgeon.

The Municipal Office,
Colombo, November 18, 1927.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated November 1, 1927, published in the *Government Gazette* No. 7,613 of November 4, 1927, the premises bearing assessment No. 181/116, situated at Sri Wickrama road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from November 11, 1927.

CHAS. W. PATE,
Municipal Veterinary Surgeon.

The Municipal Office,
Colombo, November 18, 1927.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Kudagammana, in Yatigaha pattu of Hapitigam korale of Negombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Banduragoda-Kudagammana Village Committee road, south by a tract of paddy fields, east by Banduragoda-Kudagammana Village Committee road, west by a tract of paddy fields.

This declaration shall take effect from the date hereof.

November 14, 1927,

A. L. DASSENAIKE,
Chief Headman,

Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Uda Peradeniya, in Gangawatapalata korale of Yatinuwara division, in Kandy District of the Central Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated September 2, 1927, is free from foot-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

T. B. MAMPITIYA,
Ratemahatmaya, Yatinuwara.

Kandy, November 19, 1927.

Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Paraketawella, in Medapalata korale of Yatinuwara division, in Kandy District of the Central Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated September 16, 1927, is free from foot-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

T. B. MAMPITIYA,
Ratemahatmaya, Yatinuwara.

Kandy, November 19, 1927.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Kankaniyamulla estate (Hayat Group), in Medapattu korale west in Katugampola hatpattu of the Kurunegala District of the North-Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Dandagamuwa palata, south by Welauda and Paragammana villages,

east by Welauda village, west by Gansabhawa road from Paragammana to Kirimetiyanamukalana.

This declaration shall take effect from the date hereof.

L. NUGAWELA,
Ratemahatmaya, Katugampola Hatpattu.

November 16, 1927.

Foot Disease.

WHEREAS foot disease has broken out at the premises No. 42, in Salpiti korale of the Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by the land belonging to Bastian Fernando, south by the land belonging to Davith Fernando, east by the cart road leading to Kesbewa, west by the land belonging to Bastian Fernando.

This declaration shall take effect from the date hereof.

G. W. DE FONSEKA,
Chief Headman.

Moratuwa, November 17, 1927.

Foot Disease.

WHEREAS foot disease has broken out at the premises No. 108, in Molpe, Salpiti korale of the Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by the land belonging to John Fernando, south by the land belonging to Juwanis Fernando, east by paddy fields, west by the cart road leading to Kesbewa.

This declaration shall take effect from the date hereof.

G. W. DE FONSEKA,
Chief Headman.

Moratuwa, November 17, 1927.

NOTICES UNDER "THE EXCISE ORDINANCE, No. 8 OF 1912."**Notice under the Excise Notification No. 146 of August 14, 1925, and No. 161 of May 13, 1927.**

IT is hereby notified for public information that the Government Agent of the Southern Province, in exercise of the powers vested in him by rule 6 of the rules specified in Excise Notification No. 146 of August 14, 1925, as amended by Excise Notification No. 161 of May 13, 1927, has appointed the following date and polling stations for recording votes for the purpose of ascertaining whether 60 per cent. of the male persons who had attained the age of 18 years on or before January 1, 1927, and have resided in the area served by the Katugoda arrack tavern since that date, are opposed to its existence within such area.

The notice of local option poll, published in *Government Gazette* of November 4, 1927, in respect of the tavern in question, is hereby cancelled.

Date: December 15, 1927, from 7 A.M. to 7 P.M.

Polling Station.

Area served.

Jubilee Madama at Galle Bazaar ..	Talapitiya, Nariduwa, Berawagoda, Jambugoda, Ettiligoda, Galganegoda, Haliwala, Hinidumagoda, Tenkallagoda, Jambuketiya, Kurunduwatta, Galle Bazaar, Kapuwatta, and Fort
Buddhist school at Dewature ..	Katugoda, Dewata, Gorakagoda, Kadawata, Koswatta, Nugadoowa, Panagamuwa, Kalahe North, Migoda, Pedinnoruwa, Kalahe South, Magalle, Dewature, Kachchiwatta, Hunugoda, Wellabada, Padawtotota, Jakotuwa, Banewatta, Kovilawatta, Pettigalawatta, Makuluwa, Unawatuna East, Unawatuna West, Bataduwa, Anangoda, Hiralugoda, Tangalumulla

Galle, November 22, 1927.

K. VAITHIANATHAN,
for Government Agent.

Local Option regarding Taverns, Liquor Shops, &c.

NOTICE is hereby given that the Government Agent of the Central Province, in exercise of the powers vested in him by rule 6 of the Excise Notification No. 146 published in *Government Gazette* No. 7,478 of August 14, 1925, and amended by the Excise Notification No. 161 published in *Government Gazette* No. 7,581 of May 13, 1927, has fixed the under-mentioned dates and places for recording votes for the purpose of ascertaining whether 60 per cent. of the male residents over 18 years of age living within the area assigned to the following taverns are opposed to the existence of such taverns, &c. :—

No.	Name of Tavern or Shop.	Date and Time of Polling for 1927.	Polling Centres.	Area.
15	Kandy town arrack taverns, toddy taverns, hotel bar licences, tavern licences, and beer and porter licences. (excluding Queen's and Suisse Hotel)	Thursday, December 15, 1927, 8 A.M. to 7 P.M.	(1) Peradeniya Centre (Getambe Bana-maduwa) (2) Katugastota Centre (Palle Mahaiyawa Girls' School) (3) Kandy Centre (Kandy Kachcheri)	Haloluwa, Peradeniya road, Getambe, New Peradeniya road, Slaughter-house road, Huduhumpola road, Huduhumpola. Aruppola, Katugastota road, Mahaiyawa Municipal Council cooly lines, Mahaiyawa metal buildings, Mapanawatura, Watapuluwa, Mosque road, Old Matale road, Torrington road. Ampitiya, Bahirawakanda, Brownrigg street, Castle Hill street, Cemetery road, Colombo road, Colombo street, Cross street, Deiyannewela, Dodanwela, Gregory road, Hewaheta, Talwatta, Hantane road, Hermitage road, Hill street, Hospital road, King street, Kirk street, Lady Anderson road, Lady Longden Drive, Lady McCarthy road, Lake road, Katukele, Lewella road, Leyulla, Malabar street, Malabar street (Green Path), Market space, Market street, Lady Torrington road, Palace Square, Pavilion street, Old Palace, Railway Approach road, Reservoir road, Temple street, Trincomalee street, Trinity College, Uda Talwatta, Udamadapota, Victoria Drive, Ward street, Yatinuwara, Talwatta

N.B.—The notice published by me in the *Ceylon Government Gazette* No. 7,609 of October 7, 1927, in so far as it concerns the above taverns, is hereby cancelled.

The Kachcheri,
Kandy, November 22, 1927.

W. L. KINDERSLEY,
Government Agent.

Local Option, 1928-29.

WITH reference to the publication made in the *Government Gazette* No. 7,610 of October 14, 1927, under rule 6 of the Local Option Rules referred to in Excise Notification No. 146 of August 14, 1925, as amended by Excise Notification No. 161 of May 13, 1927, notice is hereby given that the Polling Station in respect of Etanwela toddy tavern is changed to the Etanwela Banage.

The Kachcheri, W. J. L. ROGERSON,
Matale, November 21, 1927. Assistant Government Agent.

Toddy Rents, Western Province, 1927-28,
Colombo District.

SEALED tenders will be received by the Government Agent, Western Province, at the Colombo Kachcheri, up to 12 noon on December 15, 1927, for the purchase of the privilege of selling fermented toddy by retail, subject to the toddy rent sale conditions published in *Government Gazette* No. 7,582 of May 20, 1927, from January 1 to September 30, 1928, at the under-mentioned tavern.

2. Tenders should be superscribed "Tender for Toddy Rent" in red ink on the left hand top corner of the envelope.

3. No tender will be considered unless the person making such tender be present in person at 12 noon on December 15, 1927, at the Colombo Kachcheri.

4. The Government Agent, reserves to himself the right of rejecting any or all tenders and the right of accepting any tender.

5. Further information can be obtained on application to the Government Agent.

R. N. THAINE,
Government Agent.

The Kachcheri,
Colombo, November 18, 1927.

Tavern referred to.

Alutkuru korale north.
No. 8, Demanhandiya . . . Godakaha palata

Election of Unofficial Members of the Excise Advisory
Committees, 1928-1930.

NOTICE is hereby given that, under rule 3 (v.) of the rules laid down in Chapter IV. of Excise Notification No. 85 of February 12, 1919, every person intending to offer himself as a candidate for election as an Unofficial Member of the Advisory Committees of each of the areas mentioned below, for the period beginning January 1, 1928, and ending December 31, 1930, is hereby required to signify his intention accordingly by forwarding a nomination paper in the prescribed form (a copy of which is subjoined) duly signed by two other tax-paying inhabitants as proposer and seconder.

The nomination paper should reach the Assistant Government Agent, Matara District, not later than midday of December 5, 1927, on which date at 1 o'clock in the afternoon the examination of the nomination papers will be proceeded with.

AREAS REFERRED TO.

1. Urban District Council area of Matara.
2. Matara Revenue District area (outside the Matara Urban District Council limits).

FORM REFERRED TO.

Nomination Paper.

Election of an Unofficial Member for the Advisory Committee of the ——— area.

1. Name in full of Candidate : ———.
2. Address : ———.
3. Occupation : ———.
4. Name of Proposer : ———.
5. Name of Seconder : ———.

Signature of Proposer : ———.

Signature of Seconder : ———.

Signature of Candidate.

M. K. T. SANDYS,
Assistant Government Agent.

The Kachcheri,
Matara, November 16, 1927.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

Minutes of Proceedings of a General Meeting of the Municipal Council of Colombo held in the Town Hall on Wednesday, October 5, 1927, at 3 p.m.

The Council met this day at 3 P.M. pursuant to notice dated September 28, 1927.

Present :—Mr. H. E. Newnham, C.C.S., Chairman; the Hon. Mr. N. H. M. Abdul Cader, M.L.C.; Dr. E. V. Ratnam; the Hon. Mr. C. H. Z. Fernando, M.L.C.; Mr. W. E. V. de Rooy; Mr. A. H. F. Clarke; Dr. E. A. Coorey; Mr. G. W. Dodds; Mr. T. G. Jayewardene, V.D., J.P.; Mr. N. R. Blande; Lieut.-Col. C. D. Myles, O.B.E., M.B., R.A.M.C.; Mr. M. L. M. Reyal; Dr. S. Muttiah; Mr. S. W. R. Dias Bandaranaike; Mr. G. R. Brown; Mr. F. E. Jolliffe; and Dr. V. van Langenberg, V.D.

1. The Minutes of the General Meeting of September 7, 1927, having been previously printed and copies thereof having been sent to each Member of Council, were taken as read.

Mr. T. G. Jayewardene moved that the Minutes of the General Meeting of September 7, 1927, be confirmed, subject to the inclusion, as an annexure, of the letter from Government read by the Chairman in connection with the reply to his question No. 3 (1) of the minutes. The Chairman seconded.—Carried.

2. Pursuant to notice, Mr. M. L. M. Reyal asked the Chairman the following questions :—(1) In view of the fact that the existence of the pork stalls at the Edinburgh meat market is obnoxious to the religious susceptibilities of the Muslim ratepayers of San Sebastian and surrounding Wards, will the Chairman be pleased to submit to the Sanitation and Markets Committee the desirability of segregating these stalls either in the Municipal Court premises which are to be soon vacated or in some other suitable spot? (2) Will the Chairman be pleased to consider the feasibility of restoring the vacated premises of the Council's Printing Department to the Edinburgh market as there appears to be an ever increasing demand for vegetable and fruit stalls? (3) Is there any truth in the allegation that aided drainage is refused by the Council even in very deserving cases? If so, it is due to lack of funds or any other reason? (4) In view of the fact that the Mansergh Scheme, which is admittedly a very expensive one, has been forced on the ratepayer and prosecution launched against him for non-compliance therewith, entailing a great deal of hardship on the latter, would it not be possible to stay the prosecution and leave the question of aided drainage to be considered, when the Council is in a position to grant this concession? (5) Will the Chairman be pleased to place the suggestions before the Works Committee.

The Chairman replied as follows :—(1) Yes. (2) The Council has already decided that another site shall be sought for a market, viz., the site of the Government Factory, and the Committees have recommended the sale of the whole of the present Town Hall Site. (3) No. (4) and (5) Therefore do not arise.

3. Pursuant to notice, Dr. E. V. Ratnam asked the Chairman the following questions :—(1) Why the work of rounding off of the corner at the junction of Andival street and Chekku street, for which funds were provided nearly two years ago, has not yet been taken in hand? (2) Whether he will be good enough to ascertain from the Inspector-General of Police why a Policeman is often not placed on duty at the busy junction of Turret road and Union place? (3) If the Chairman will also be pleased to suggest to the Inspector-General of Police the desirability of detailing Policemen on bicycles daily between the hours of 4 and 8 P.M., for, say, at least three months, to instruct pedestrians to keep to the right side of the road in busy thoroughfares, such as the Maradana road, Panchikawatta, &c., in addition to any measures he may have already adopted in this connection? (4) Will the Chairman be good enough to inform this Council :—(a) What standard of purity of the sewage effluent was expected by Government when the Madampitiya Treatment Works were constructed? (b) What the standard of purity was when the Council took over these works? (c) And what it is now?

The Chairman replied as follows :—(1) The mandate applied for on April 27, 1926, has still not been received. The urgent attention of Government has been called. (2) The Superintendent of Police, Colombo, states that this junction is always covered when a Constable is available. Unfortunately, the Colombo Divisional Police are still not up to the sanctioned strength. (3) The Superintendent of Police, Colombo, has agreed to do this as regards Panchikawatta and Maradana for three months, and the effect of doing it will be watched. (4) (a), (b), and (c) No record can be found of any standard of purity expected by Government when the works were constructed and when the Council took them over there were no sewer connections and, therefore, no sewage passing through them. When they were brought into use and the strength of the sewage gradually increased, it was found that satisfactory purification was unobtainable, and the system was modified after experience showed that the Kelani River was capable of absorbing, dispersing, and ultimately purifying the sewage flow without material nuisance after plain sedimentation tank treatment. This modified system has been followed for the last 14 years with various further modifications from time to time. Samples of the effluent are being taken under the conditions prevailing at the moment. The City Analyst's report thereon will be submitted.

3 (a). With the permission of the Council, the Hon. Mr. N. H. M. Abdul Cader moved that this Council place on record its appreciation of the services rendered to the Council and the City of Colombo by Mr. H. E. Newnham, C.C.S., Chairman, Municipal Council, and Mayor of Colombo, during his tenure of Office. Dr. E. V. Ratnam seconded.

The Chairman replied thanking the Members for their kind appreciation of his services. The motion was put to the meeting and carried unanimously.

4. Pursuant to notice, the Hon. Mr. N. H. M. Abdul Cader moved :—That this Council do recommend to His Excellency the Governor to sanction an expenditure of Rs. 250, made by the Education District Committee, Municipal area, Colombo, and incurred in feeding 2,500 poor children attending the six Government Free Schools in the City on the occasion of His Majesty the King's Birthday. This sum having been disbursed from a vote of Rs. 5,000 made by this Council for daily feeding of the poorest of the children attending the said schools, may be sanctioned under section 6 of Ordinance No. 18 of 1917. Dr. E. V. Ratnam seconded.

Mr. S. W. R. Dias Bandaranaike asked if the expenditure had been allowed in 1926.

The Chairman explained that the item had been included in the 1926 accounts and had been overlooked, but that sanction of Council had not been given to the expenditure. The motion was put to the meeting and declared lost.

The Hon. Mr. N. H. M. Abdul Cader called for a division and the Council divided as follows :—*Ayes*.—(1) The Hon. Mr. N. H. M. Abdul Cader, (2) Dr. E. V. Ratnam, (3) Dr. E. A. Coorey, (4) Mr. S. W. R. Dias Bandaranaike. *Noes*.—(1) The Chairman, (2) Mr. W. E. V. de Rooy, (3) Mr. A. H. F. Clarke, (4) Mr. G. W. Dodds, (5) Mr. T. G. Jayewardene, (6) Mr. N. R. Blande, (7) Lieut.-Col. C. D. Myles, (8) Mr. M. L. M. Reyal, (9) Dr. S. Muttiah, (10) Mr. G. R. Brown, (11) Mr. F. E. Jolliffe, and (12) Dr. V. van Langenberg. (The Hon. Mr. C. H. Z. Fernando declined to vote.)

5 (a). Pursuant to notice, Mr. T. G. Jayewardene moved:—As the main reason why this Council could not agree to the proposal to prohibit the sounding of motor horns in Regent street, in the Hospital area, was the want of an alternative route for the through traffic from the direction of Union place and Turret road to Campbell place, this Council desires to press on Government the urgent necessity of providing such a route by widening and connecting Foster lane with De Saram place and extending De Saram place to meet Campbell place; and in order that Government be apprised of the cost of this work, this Council requests the Chairman to call on the Municipal Engineer to submit an approximate estimate at an early date. Dr. E. V. Ratnam seconded.

Mr. S. W. R. Dias Bandaranayake opposed the motion.

The Chairman suggested that the mover should amend the motion to impress upon Government the desirability of carrying out this Scheme without asking for estimates, which the Municipal Engineer would find impossible to prepare for some months to come.

The mover having agreed to the suggestion, the Chairman moved as follows:—That this Council press on Government the urgent necessity of providing an alternative route for through traffic from the direction of Union place and Turret road to Campbell place, by widening and connecting Foster lane with De Saram place and extending De Saram place to meet Campbell place. Mr. S. W. R. Dias Bandaranayake seconded.—Carried.

5 (b). Pursuant to notice, Mr. T. G. Jayewardene moved the following motion standing in his name, with the addition in italics, made at the suggestion of the Chairman, and adopted by the mover, with the permission of the Council.—In order that the road connections in this area might be further improved, and the congestion of traffic in 2nd Division, Maradana, relieved, to some extent, the Municipal Engineer be requested to submit an approximate estimate *in due course* for connecting the north end of Kynsey road with Stafford place and to extend Temple road across 2nd Division, Maradana, and Hedges Court across Stafford place to meet this connection. Dr. E. V. Ratnam seconded.

Mr. S. W. R. Dias Bandaranayake moved, as an amendment, that the consideration of the matter be deferred. Dr. E. A. Coorey seconded.

Mr. T. G. Jayewardene replied to the amendment.

The amendment was put to the meeting and declared lost.

The motion was then put to the meeting and carried.

6. Pursuant to notice, the Hon. Mr. C. H. Z. Fernando moved:—This Council, as representing the citizens of Colombo, do present an address of welcome to Mahatma Gandhi on the occasion of his visit to this city in November next. Dr. E. V. Ratnam seconded.

Mr. S. W. R. Dias Bandaranayake and Mr. W. E. V. de Rooy supported the motion.

The Chairman stated that the motion would create a precedent, as it introduced a political matter and was not some question affecting the Municipal administration of Colombo, as required by the by-laws.

The Hon. Mr. C. H. Z. Fernando stated that there was no political significance in Mahatma Gandhi's visit. The motion was put to the meeting and carried.

7. Pursuant to notice, Mr. S. W. R. Dias Bandaranayake moved:—That Government be requested to initiate legislation to enable local authorities to impose taxes on (a) totalizer betting, (b) amusements, and that the matter be referred to the Four Standing Committees with a view to preparing a detailed scheme. Dr. S. Muttiah seconded.

The motion was put to the meeting and declared lost.

The Report of the Special Committee appointed by the Council on November 3, 1926, with regard to the Storekeeper, was submitted for consideration.

The Chairman moved that the majority report (see Annexure A) be adopted and he read to the Council certain inaccuracies which, he stated, appeared in Dr. E. A. Coorey's dissent (see Annexure B). Mr. T. G. Jayewardene seconded.

Mr. S. W. R. Dias Bandaranayake moved, as an amendment, that the recommendation of the Special Committee be accepted, but that a Sub-Committee be appointed to inquire into the system of work in the Stores and to make recommendations for its improvement on the footing of the necessity of there being a Receiving Storekeeper and an Issuing Storekeeper. Mr. W. E. V. de Rooy seconded.

Mr. T. G. Jayewardene objected to the amendment as it did not arise from the motion.

The Chairman ruled the amendment out of order.

Mr. S. W. R. Dias Bandaranayake moved that the House do go into Committee. The Hon. Mr. C. H. Z. Fernando seconded.

The motion was put to the meeting and declared lost.

Mr. S. W. R. Dias Bandaranayake called for a division, and the Council divided as follows:—*Ayes*.—(1) Dr. E. V. Ratnam, (2) the Hon. Mr. C. H. Z. Fernando, (3) Mr. W. E. V. de Rooy, (4) Dr. E. A. Coorey, (5) Mr. M. L. M. Reyal, (6) Dr. S. Muttiah, (7) Mr. S. W. R. Dias Bandaranayake. *Noes*.—(1) The Chairman, (2) Mr. A. H. F. Clarke, (3) Mr. G. W. Dodds, (4) Mr. T. G. Jayewardene, (5) Mr. N. R. Blande, (6) Lieut.-Col. C. D. Myles, (7) Mr. G. R. Brown, (8) Mr. F. E. Jolliffe, and (9) Dr. V. van Langenberg. (The Hon. Mr. N. H. M. Abdul Cader had previously left the meeting.)

The Chairman moved that the permission of the House be granted to him to move the adoption of the majority report. Mr. T. G. Jayewardene seconded.—Carried.

The Chairman's motion that the majority report be adopted was then put to the meeting, and declared carried.

With the permission of the Council, Mr. S. W. R. Dias Bandaranayake moved that a Sub-Committee be appointed to inquire into the system of work in the Stores and make recommendations for its improvement on the footing of the necessity of there being a Receiving Storekeeper and an Issuing Storekeeper. Mr. W. E. V. de Rooy seconded.—Carried.

Mr. W. E. V. de Rooy moved that the Council do go into Committee to consider items Nos. 9 to 18 (inclusive) on the agenda. Dr. E. V. Ratnam seconded.—Carried.

The following report and extracts from the Minutes of the Special and Standing Committees named were then laid before the Council in Committee:—

Report of the Four Standing Committees on the Question of the Appointment of a Charity Commissioner.

(See Annexure C.).

Resolution.

The Chairman moved that the report of the Four Standing Committees of September 10, 1927, as amended at the meeting of September 20, 1927, be adopted. Dr. E. V. Ratnam seconded.—Carried.

Extracts from the Minutes of the Special Committee regarding the Public Library of September 17, 1927.

(2) To consider an application from Mr. S. C. Blok, Librarian, Public Library, asking that he be confirmed in his appointment and that his post be placed on an incremental scale.

Note.—His probationary period of two years expired on July 3, 1927.—Recommended that he be confirmed in his appointment, and as from January 1, 1928, be placed in scale 2 (Rs. 3,300—192—4,260 a year) on the initial salary, and that the post be made pensionable from the date of his first appointment.

(5) To consider an application from the Librarian, Public Library, for supplemental provision of Rs. 500, under Vote M-7, "Binding Old Books," owing to reasons stated in the application.—Recommended.

Resolutions.

With regard to item No. 2 (corresponding to item No. 15 of the extracts from the Minutes of the Standing Committee on Finance of September 21, 1927), Dr. E. A. Coorey moved that Mr. S. C. Blok, Librarian, be confirmed in his appointment, and as from January 1, 1928, be placed in scale 1 (Rs. 3,000—240—5,700 a year) on the step Rs. 3,240 a year on January 1, 1928, and that the post be made pensionable from the date of his first appointment. Mr. S. W. R. Dias Bandaranaike seconded.—Carried.

Resolved that the recommendation of the Special Committee with regard to the remaining item be adopted.

Extract from the Minutes of the Standing Committee on Sanitation and Markets of August 22, 1927.

(5) To consider a memorandum of the Chairman, dated August 2, 1927, regarding dumping of rubbish suggesting that the following by-law be adopted:—32 (a) No person shall remove any refuse from within the Municipal limits to any place outside the Municipal limits unless he be authorized to do so in writing by the Chairman.—Recommended.

Resolution.

Resolved that the above recommendation of the Standing Committee be adopted.

Extracts from the Minutes of the Standing Committee on Sanitation and Markets of September 19, 1927.

(4) To consider:—(a) A report of the Medical Officer of Health, dated August 26, 1927, with regard to building of new markets and recommending that the next market be built in Kolonnawa; (b) A memorandum thereon of the Chairman.—Recommended that provision should be made in the 1928 Budget for a market at the site at the junction of Kolonnawa and Baseline roads.

(5) To consider an application of the Medical Officer of Health requesting that a sum of Rs. 2,500 be provided in the 1928 Budget for Health, Education, and Propaganda Work in the City.—Recommended.

(7) To approve the plans for the provision of two baths and a hatch for the milk room at the War Memorial Child Welfare Centre and to sanction that the work be put in hand.—Recommended that the plans be approved and the Chairman be authorized to put the work in hand as soon as the estimates have been received by him.

(9) To consider the question of a Milk Standard.—Recommended that the following by-law be adopted:—

4A. "No person shall sell, offer, hawk about, or expose for sale any milk which contains less than the standard of cow's milk, to wit, 12 per cent. of milk solids, including not less than 3.5 per cent. of milk fat; provided, however, that when buffalo milk is sold as such it shall contain not less than 16 per cent. of milk solids, including not less than 7 per cent. of milk fat," and that by-law 6, Chapter XIV., be amended by substituting "City" for "qualified" before "Analyst."

Resolution.

With regard to item No. 4 it was resolved that the matter be considered in connection with the recommendation of item No. 17 of the extracts from the Minutes of the Standing Committees on Municipal Works and Finance (meeting together) of September 21, 1927.

Resolved that the recommendations of the Standing Committee with regard to the remaining items be adopted.

Extract from the Minutes of the Four Standing Committees (meeting together) of September 20, 1927.

(5) To consider the report of the Finance Committee, dated June 29, 1927, on outstanding questions of salaries.—Recommended that the Four Standing Committees do adopt the Report of the Finance Committee of June 29, 1927 (see Annexure D), subject to alterations already made by Council in paragraph 6 as to percentages required in the examination for Division I., Clerical Service.

The following dissented:—The Hon. Mr. N. H. M. Abdul Cader, M.L.C.; the Hon. Mr. C. H. Z. Fernando, M.L.C.; Mr. W. E. V. de Rooy; Dr. E. A. Coorey; Dr. S. Muttiah.

Resolution.

With regard to above item, Mr. S. W. R. Dias Bandaranaike moved that the question be referred back to the Four Standing Committees for consideration. Mr. W. E. V. de Rooy seconded.

Mr. T. G. Jayewardene moved, as an amendment, that the report of the Finance Committee be adopted and that the Four Standing Committees be requested to submit a further report on the cases submitted by the Members in reply to the letter of Chairman, dated September 1, 1927. Dr. E. V. Ratnam seconded.

Mr. S. W. R. Dias Bandaranaike opposed the amendment and stated that in the event of his motion not being accepted by the Council, he would like to comment on the report.

The Chairman stated that he (Mr. Bandaranaike) could comment on the report in speaking on the amendment before the meeting if he wished to do so, and if not, he (the Chairman) would put the amendment to the meeting.

Mr. S. W. R. Dias Bandaranaike thereupon opposed the amendment, stating that the salary scale of Mr. P. G. de Silva, Chief Playground Instructor, should be altered from scale 6 to scale 4 (Rs. 2,400 by 120 to Rs. 4,080 a year). Dr. S. Muttiah supported Mr. Bandaranaike.

The amendment of Mr. T. G. Jayewardene was put to the meeting and carried.

Extract from the Minutes of the Standing Committee on Municipal Works of September 21, 1927.

(2) To consider a petition from the residents of Peer Saibo's lane, praying that it be made a one-way street.—Recommended that Peer Saibo's lane be made a one-way street from Dam street to Old Moor street.

Resolution.

Resolved that the above recommendation of the Standing Committee be adopted.

Extract from the Minutes of the Standing Committees on Municipal Works and Finance (meeting together) of September 21, 1927.

(2) To consider a memorandum of the Chairman, dated September 14, 1927, with regard to the Town Hall site in the Pettah.—Recommended that the sanction of His Excellency the Governor be sought, under section 153 of Ordinance No. 6 of 1910, for the sale, by public auction, of the present Town Hall site and building, either in block or in parcels, as the Council may find most convenient and advantageous, less the portion marked in pink, shown in the Municipal Engineer's plan of May, 1925, which is required for widening the roads.

(3) To consider a memorandum of the Chairman, dated September 15, 1927, recommending the erection of 3 water troughs for animals, as shown in plans attached to papers, at a cost of Rs. 900.—Recommended.

(11) To consider a detailed estimate of Rs. 2,800 from the Municipal Engineer for widening Kochchikade at junction with Jampettah street (lot 1 in plan No. 894).

Note.—Cost of acquisition is not included.—Recommended that Rs. 37,800 be voted for the acquisition and construction.

(12) To consider the question of appointing a part time Lady Games Instructor to the Girls' Playground, Slave Island, at Rs. 50 a month.—Recommended that Rs. 30 be voted as rickshaw allowance to Miss K. de Silva to undertake the work on Saturdays only, as a trial for three months.

(13) To consider the question of the selection of a site for the erection of a Refuse Destructor for Colombo South.—Recommended that the site at Kirillapone Quarry be approved.

(14) To recommend the sanction of Council for the purchase through the Council's Agents of 4,500 barrels ordinary standard cement at 11s. 6d. or Rs. 7.66 per barrel. 4,500 barrels Ferrocrete cement at 13s. 6d. or Rs. 9 per barrel. All C. I. F. Colombo, rupee value at 1s. 6d. per rupee.

Note.—Shipments to be spread over a period of six months. The rate quoted is the same as that now being paid by the Council. Funds are available.—Recommended.

(15) To consider an estimate of Rs. 600 from the Municipal Engineer for a wire netting fence to be erected at Alexander Playground, Mutwal, in order to prevent balls, &c., from falling into the Temple grounds.—Recommended.

(16) To consider an application from the Medical Officer of Health for supplemental provision of Rs. 200, under Vote H (a) 9, Furniture, in order to buy a bookcase to stock the books recently purchased for the Public Health Department Library, and a filing cabinet.—Recommended.

(17) To consider :—(a) A report of the Medical Officer of Health, dated August 26, 1927, with regard to building of new markets and recommending that the next market be built in Kolonnawa; (b) A memorandum thereon of the Chairman.—Recommended that provision should be considered in the 1928 Budget for the sites of markets at (1) the Kolonnawa and Baseline road junction and (2) Urugodawatta.

(18) To approve the plans for the provision of two baths and a hatch for the milk room at the War Memorial Child Welfare Centre and to sanction that the work be put in hand.—Recommended that the plan be approved and that the Chairman be authorized to put the work in hand as soon as the estimates have been received.

(19) To consider a report of the Waterworks Engineer, dated September 14, 1927, with regard to the Colombo water supply forwarding a detailed estimate of Rs. 6,000 for scraping of the two 20 in. diameter cast iron mains from Labugama to Colombo.—Recommended that the estimate of Rs. 6,000 for scraping be approved, and supplemental provision be voted for that amount.

(21) To consider :—(a) The recommendation of the Medical Board that Mr. V. L. de Zoysa, Assessing Inspector, be granted six months leave of absence for rest and treatment; (b) the recommendation of the Municipal Treasurer that he be granted leave as follows :—Eighty-five working days half-pay leave from September 16 to December 31, 1927; Forty-two days vacation leave (full-pay) from January 3, 1928, and the rest on half-pay until March 12, 1928, when the period of six months expires.—Recommended that he be given 85 days half-pay leave and that he should be sent thereafter before a Medical Board.

(24) To approve the Chairman's draft reply to be addressed to Government regarding the proposed high level road from Nugegoda to Labugama road junction.—Recommended that the draft letter, as amended, be approved.

Resolutions.

With regard to item No. 2, it was resolved that the matter be considered in connection with the recommendation of item No. 3 of the extracts from the Minutes of the Standing Committee on Law and General Subjects of September 24, 1927.

With regard to item No. 12, it was resolved, on the motion of the Chairman, that a sum of Rs. 30 be voted to pay travelling expenses of voluntary helpers.

With regard to item No. 13, Dr. E. A. Coorey moved that the matter be deferred pending the selection of other sites which the Member for Wellawatta has undertaken to investigate. Mr. M. L. M. Reyald seconded.—Lost.

The Chairman moved that the recommendation of the Standing Committees be adopted. Dr. E. V. Ratnam seconded.—Carried.

Dr. E. A. Coorey called for a division, and the Council divided as follows :—*Ayes.*—(1) The Chairman, (2) Dr. E. V. Ratnam, (3) Mr. W. E. V. de Rooy, (4) Mr. A. H. F. Clarke, (5) Mr. G. W. Dodds, (6) Mr. T. G. Jayewardene, (7) Mr. N. R. Blande, (8) Lieut.-Col. C. D. Myles, (9) Dr. S. Muttiah, (10) Mr. G. R. Brown, (11) Mr. F. E. Jolliffe, and (12) Dr. V. van Langenberg. *Noes.*—(1) The Hon. Mr. C. H. Z. Fernando, (2) Dr. E. A. Coorey, and (3) Mr. M. L. M. Reyald. (Mr. S. W. R. Dias Bandaranaike declined to vote.)

With regard to item No. 17 (corresponding to item No. 4 of the extracts from the Minutes of the Standing Committee on Sanitation and Markets of September 19, 1927), it was resolved that the recommendation of the Works and Finance Committees be adopted.

Resolved that the recommendations of the Standing Committees with regard to the remaining items be adopted.

Extracts from the Minutes of the Standing Committee on Finance of September 21, 1927.

(2) To consider a report of the Municipal Treasurer, dated August 26, 1927, with regard to increase of staff in his department and recommending the following new appointments to different branches owing to general increase of work :—

	Rs.	Cost. Rs. c.
Six Division I. Clerks at	900 ..	5,400 0
Seven Division II. Clerks at	540 ..	3,780 0
Two Store Clerks at	540 ..	1,080 0
One Peon at	300 ..	300 0
Three Office Boys	180 ..	540 0
		<hr/>
		11,100 0
Less 2 Temporary Clerks (Approx.)		939 0
		<hr/>
	Total ..	10,161 0

Recommended that the posts be created and included in the 1928 Budget.

(3) To consider a memorandum of the Municipal Treasurer, dated September 7, 1927, stating that the employment of Dr. (Mrs.) R. S. Rowlands from February 1, to March 31, 1927, after the acceptance of her resignation by Council, should be confirmed by Council.—Recommended.

(4) To consider a schedule of taxes and fees proposed to be levied in 1928.—Recommended (as per Annexure E).

(5) To consider an application of supplemental provision of Rs. 2,230 being amount due to Government on account of the passage rights of the Chairman and family.—Recommended.

(6) To consider a report of the Municipal Treasurer, dated September 9, 1927, with regard to aided drainage of premises No. 38, Avondale road, recommending that the request of the owner for the repayment of the cost, which he agreed to pay in quarterly instalments within a period of 4 years, be extended to 8 years.—Recommended that the extension be allowed.

(7) To consider a memorandum of the Municipal Treasurer, dated September 17, 1927, with regard to premises Nos. 1,109/54, 1,110/53, Galkapanawatta and 805/134, Nagalagam street, vested in Council, recommending that sanction of Council be obtained to write off of rates due from 1920 to January, 1923, amounting, in all to Rs. 72.12, on the understanding that they will be recovered when reconveyances are obtained. If this is approved all rates to end of 1923 will be cleared.—Recommended.

(8) To consider a report of the Municipal Treasurer, dated September 17, 1927, forwarding a précis of cases of vested properties, on which arrears of rates are steadily accumulating, suggesting that further action be taken to sell these properties outright. The arrears now amount to Rs. 1,341.35.—Recommended that authority be sought to sell the properties outright. (*Vide* Annexure F.)

(9) To consider a memorandum of the Municipal Treasurer, dated September 20, 1927, with regard to Audit Query No. 46 requesting formal sanction of Council for the payment of Rs. 125.55 to M. Segu Abdul Cader of No. 5, Bankshall street, being compensation for articles destroyed at premises No. 22, 2nd Cross street, owing to a case of suspected plague having occurred there.—Recommended that the payment of compensation be approved.

(10) To consider an application from the Municipal Assessor for supplemental provision of Rs. 753 under Vote I. 100, Java lane widening.

Note.—The following amounts have so far been provided in connection with the acquisition for widening of Java lane :—(1) Municipal Council of March 3, 1926, Rs. 11,250 ; (2) Municipal Council of November 3, 1926, Rs. 1,320 ; (3) Municipal Council of December 1, 1926, Rs. 2,000 ; Total Rs. 14,570.—Recommended.

(11) To consider :—(a) The petition presented by M. L. M. Reyal, M.M.C., in Council on September 7, 1927, from the workmen of the Council belonging to the Ceylon Labour Union, praying that they be granted their usual increments ; (b) A report thereon of the Municipal Engineer.—Recommended that a reply be sent to the petitioners, in terms of the Municipal Engineer's report, dated September 16, 1927.

(12) To consider an application from the Medical Officer of Health for supplemental provision of Rs. 50, under Vote H (a) 5, "Postage," owing to postage spent in posting Dr. L. F. Hirst's "Memoir on Parasitology of Plague" to several leading Medical authorities of the world.—Recommended.

(13) To consider :—(a) The quotations received for the supply of drugs required for 6 dispensaries from February to July, 1928.—(a) Considered ; (b) The recommendation of the Medical Officer of Health that the quotation of Messrs. Gale & Co., Ltd., be accepted at a cost of £491. 15s. 1d. C.I.F.

Note.—The cost will be charged to advance Account, Purchase of Stores, and debited to sanctioned votes as and when the drugs are used.—(b) Recommended.

(14) To consider an application from the Waterworks Engineer for the appointment, from beginning of next year, of two Clerks in Division II. (one for correspondence and the other for accounts) in order to cope with the increasing volume of work.

Note.—The cost first year will be Rs. 1,080.—Recommended that two Division II. Clerks' posts be created and included in the 1928 Budget.

(15) To consider an application from Mr. S. C. Blok, Librarian, Public Library, asking that he be confirmed in his appointment and that his post be placed on an incremental scale.

Note.—His probationary period of two years expired on July 3, 1927.—Recommended that he be confirmed in his appointment and as from January 1, 1928, be placed in scale 2 (Rs. 3,300—192—4,260 a year) on the initial salary and that the post be made pensionable from the date of the first appointment.

(17) To consider an application from the Librarian, Public Library, for supplemental provision of Rs. 500 under Vote M. 7—Binding Old Books, owing to reasons stated in the application.—Recommended.

(18) To consider :—(a) An application from the Health Visitor, L. G. Wilson, of the Public Health Department, for an advance of Rs. 200 in order to enable her to purchase rickshaw for official duties.—(a) Considered ; (b) The recommendation of the Municipal Treasurer that the advance be granted on the usual terms, viz., that the amount be repaid in twelve equal monthly instalments and that 5 per cent. a year be charged as interest on the balance outstanding from time to time.—(b) Recommended.

(19) To recommend, under section 6 of the Municipal Council Leave Minute, excess leave of 13 days over 42 days granted to Mr. S. Ponnambalam, Clerk, Division II., Municipal Treasurer's Department.—Recommended.

(20) To recommend excess leave of 3 days over 1 month (30 days) granted to Fireman Jainudeen of the Fire Brigade owing to ill-health.—Recommended.

(21) To consider a memorandum of the Municipal Treasurer, dated September 19, 1927, regarding leave to Mr. W. W. Dissanayake, Clerk, Division I., Waterworks Department, recommending :—(a) That, under section 6 of the Municipal Council Leave Minute, excess leave of 63 days over 42 days granted to him for the current year be sanctioned ; (b) That, under section 10 (1) of the Municipal Council Leave Minute, he may be granted 91 days leave ; (c) That, under section 10 (iii.) of the Municipal Council Leave Minute, excess leave of 26 days over 91 days be set off against the lapsed leave available of 80 days in respect of 1924 and 1925.—Recommended (a), (b), and (c).

(22) To consider a report of the Municipal Treasurer, dated September 8, 1927, forwarding a statement of rates amounting to Rs. 48.97 to be written off (5 cases, 3 on grounds of poverty and the other 2 irrecoverable).—Recommended that the rates be written off.

(23) To recommend reconveyance of the premises, vested in the Council, mentioned in the annexed list, to the parties named on payment of all rates and costs which would have been due up to the quarter in which the reconveyance may be signed, had the property not been vested in the Council.—Recommended. (*See* Annexure G.)

Resolutions.

With regard to item No. 15, *vide* resolution of Council in connection with the recommendation of item No. 2 of the extracts from the Minutes of the Special Committee regarding the Public Library of September 17, 1927.

Resolved that the recommendations of the Standing Committee with regard to the remaining items be adopted.

Extracts from the Minutes of the Standing Committee on Law and General Subjects of September 24, 1927.

(3) To consider a memorandum of the Chairman, dated September 14, 1927, with regard to the Town Hall site in the Pettah.—Recommended that the sanction of His Excellency the Governor be sought, under section 153 of Ordinance No. 6 of 1910, for the sale, by public auction of the present Town Hall site and building, either in block or in parcels as the Council may find most convenient and advantageous, less the portion marked in pink, shown in the Municipal Engineer's plan of May, 1925, which is required for widening the road. That the materials of the present building be sold, by public auction, as soon as the building has been vacated by the Council and that plans be drawn up forthwith for the subdivision of the site.

(4) To consider a memorandum of the Chairman, dated August 2, 1927, regarding dumping of rubbish, suggesting that the following by-law be adopted:—32 (a) No person shall remove any refuse from within the Municipal limits to any place outside the Municipal limits unless he be authorized to do so in writing by the Chairman.—Recommended.

(5) To consider the question of a milk standard.—Recommended that the recommendation of item No. 9 of the Minutes of the Sanitation Committee of September 19, 1927, be adopted.

(6) To consider a memorandum of the Municipal Treasurer, dated August 15, 1927, stating that arrangements have now been made for a clerk to attend the District Court every Saturday to abstract all particulars of partition actions instituted within the Municipal limits of Colombo, and suggesting that the Council pass a formal resolution on the lines of the opinion of E. J. Samarawickrema, K.C., as follows, so that Council's vestings in such cases may be looked upon as being cancelled on proof being produced of the decrees.

Proposed Resolution.

That the decree in a partition action wipes out the titles conferred by the vesting certificates of the Council.—Recommended that, in view of the opinion of Mr. Samarawickrema, Council's vestings in such cases may be looked upon as cancelled on proof being produced of the decree.

(7) To consider a report of Mr. E. J. Samarawickrema, K.C., on the detailed procedure regarding the reconveyance of properties, vested in the Council.—Recommended that a plan be not required and that the procedure, as approved by Mr. Samarawickrema, be adopted.

(8) To consider a petition from the residents of Peer Saibo's lane, praying that it be made a one-way traffic street.—Recommended that Peer Saibo's lane be made a one-way street from Dam street to Old Moor street.

(9) To recommend reconveyance of the premises, vested in the Council, mentioned in the annexed list, to the parties named on payment of all rates and costs which would have been due up to the quarter in which the reconveyance may be signed, had the property not been vested in the Council.—Recommended. (See Annexure G.)

Resolutions.

With regard to item No. 3 (corresponding to item No. 2 of the extracts from the Minutes of the Standing Committees on Municipal Works and Finance (meeting together) of September 21, 1927), it was resolved that the recommendation of the Law Committee be adopted.

Resolved that the recommendations of the Standing Committee with regard to the remaining items be adopted.

Extracts from the Minutes of the Special Committee Regarding the Building of the New Town Hall of September 29, 1927.

(5) To consider a memorandum of the Chairman, dated September 19, 1927, with regard to the purchase of fans for the Public Hall in the New Town Hall.—Recommended that 23 Crompton fans be purchased from Messrs. Walker, Sons & Co., Ltd., and that Rs. 3,450 be voted for the purpose.

(8) To consider a memorandum of the Supervising Engineer, dated September 21, 1927, stating that the price of the rubber matting ordered for the Council Chamber has gone up by 9s. 6d. per yard, owing to reduction of quantity in the original tender. This amounts to £28. 10s., excluding Agents' Commission, which will be approximately Rs. 450. The vote sanctioned by Council is Rs. 2,500 and further provision of Rs. 450 is necessary.—Recommended and that Rs. 450 be voted.

(9) To consider an estimate of Rs. 987 from the Municipal Engineer for the provision of a bench and two gas jets in the medical inspection room of the New Town Hall.—Recommended and that Rs. 987 be voted.

(11) To consider:—(a) An application from the F. R. Senanayake Memorial Committee for a site for a statue near the New Town Hall; (b) A memorandum of the Chairman, dated September 27, 1927.—Recommended that the site to the west of the junction of Museum road, Alexandra place, and Barnes place be approved and that a space not more than 20 feet square should be put at the disposal of the Committee.

Resolutions.

With regard to item No. 11, Dr. S. Muttiah, on behalf of the F. R. Senanayake Memorial Committee, of which he is a Member, thanked the Chairman for his willing co-operation in the selection of a site.

The Chairman acknowledged the thanks.

Resolved that the recommendation of the Special Committee be adopted.

Resolved that the recommendations of the Special Committee with regard to the remaining items be adopted.

Extract from the Minutes of the Four Standing Committees (meeting together) of October 4, 1927.

(2) To consider the correspondence with Government regarding the Financial Relations between Government and the Council.—Recommended that the Council inform Government that, while it notes, with pleasure, that Government has, at length admitted the justice of the Council's request that Government should pay the same rates as other owners of property—a duty recognized by the Imperial Government also—it cannot understand the reason why the acceptance of this obligation should be made subject to the condition that the Council should forego other items of revenue, which have no obvious connection with the payment of the equivalent of rates and which it is understood, Government grants to other local bodies although those bodies have not made any effort or been called upon to make any effort commensurate with the effort made by this Council to raise revenue by taxing the ratepayers at 20 per cent. on the annual value of their properties.

Resolution.

Resolved that the recommendation of the Four Standing Committees be adopted.

The Chairman moved that the Council do resume and that the resolutions of Council in Committee, as amended, be adopted. Dr. E. V. Ratnam seconded.—Carried.

The Chairman formally moved in Council that the resolutions of Council in Committee, and the recommendations of the various Committees, subject to any amendments of such recommendations by the Council in Committee be adopted. Dr. E. V. Ratnam seconded.—Carried.

19. The following documents were laid on the table :—

- (1) Statements of receipts and disbursements from January 1 to August 31, 1927, and progress reports showing expenditure for August, 1927.
- (2) Weekly statements *re* Plague.
- (3) Attendance Return of Committees of the Municipal Council for 1927.
- (4) C. L. I. Band Programme for October, 1927.
- (5) Return of average daily supply and consumption of water for August, 1927.
- (6) The Municipal Engineer's Report for September, 1927, on the condition of Tramway routes.
- (7) Diaries of the following officers for the month of September, 1927, with a statement of outdoor work done :—

Municipal Engineer's Department :—The Municipal Engineer; the Works Engineer; the Assistant Works Engineer; the Drainage Engineer; the Assistant Drainage Engineer; the Engineer, Roads; the Engineer, Buildings; the Assistant Engineer; the Engineer, Sanitation; the Mechanical Engineer; the Engineer, House Drainage and Maintenance Inspectors (four); and the Chief Playground Instructor.

Waterworks Department :—The Waterworks Engineer; the Chief Assistant Waterworks Engineer; and the Assistant Engineer.

Public Health Department.—The Medical Officer of Health; Chief Assistant to the Medical Officer of Health; 2nd Assistant to the Medical Officer of Health; 3rd Assistant to the Medical Officer of Health; the Assistant Medical Officer of Health (Child Welfare); and the Acting City Microbiologist.

Veterinary Department :—Veterinary Surgeon and Veterinary Inspectors (four).

Municipal Treasurer's Department.—The Municipal Treasurer; the Assistant Municipal Treasurer; and Revenue Inspectors (twelve).

Municipal Assessor's Department :—The Municipal Assessor and the Assistant Municipal Assessor.

(8) Monthly report of work done by the following officers for :—

(a) The month of August, 1927 :—

The Works Engineer; the Assistant Works Engineer; the Drainage Engineer; the Mechanical Engineer; the Engineer, Roads; the Engineer, Buildings; the Assistant Engineer, and the Engineer, Sanitation.

(b) The month of September, 1927 :—

The City Analyst and the Acting City Microbiologist.

H. E. NEWNHAM,
Chairman, Municipal Council, and Mayor of Colombo.

W. T. STACE,
Chairman, Municipal Council, and Mayor of Colombo.

ANNEXURE A.

Report of the Special Committee Appointed by the Council on November 3, 1926, with regard to the Storekeeper.

1. The history of this matter may be briefly recapitulated as follows :—

One Paul de Silva obtained the contract for the supply of hora planks to the Council for 1926. Considerable difficulty was experienced in obtaining from him the quantities of timber required by the Council, chiefly for drainage work, and, in March, it was necessary to purchase, at his risk, certain supplies from other merchants. On July 20, he saw the Treasurer and made various allegations in regard to the purchases which had been recently made at his risk, which allegations the Treasurer proceeded to investigate, finally reporting to the Chairman on August 19. The Chairman placed the matter before the Works and Finance Committees on August 25, recommending that the contract with Paul de Silva should be cancelled and stating that his complaints, though plausible, on investigation proved groundless; but adding that the action of the Storekeeper in guaranteeing a sub-contractor to a contractor was most ill-advised. The Committees deferred the matter and, meanwhile, the contractor, in a communication marked "private and confidential," dated August 28, addressed to the Hon. Mr. C. H. Z. Fernando, alleged that the Storekeeper had been actually himself supplying the timber to the Council on the contractor's account and had been receiving payment from the contractor therefor and that the contractor doubted whether the timber was actually supplied. He also enclosed a "Letter of Guarantee" signed by the Storekeeper. Mr. Fernando handed this letter to the Chairman on September 1. The Treasurer reported on it on September 8, and the Chairman on September 12, the conclusion come to being that there was no proof that the Storekeeper had been more than "amazingly indiscreet" in having cash dealings with a contractor. The matter was reported to the Works and Finance Committees on September 24, and they deferred it to September 27, when the matter was again deferred. On October 20, the Committees recommended that Paul de Silva's contract should be terminated and resolved that the Storekeeper should be suspended :—

(a) For having personal financial transactions with a contractor.

(b) For guaranteeing a sub-contractor to a contractor.

(c) For giving receipts, as hora, for timber, which was not hora, and that "the Chairman should further investigate into the matter and report to these Committees."

2. At the Council meeting on November 3, the contract was terminated, as recommended, and, on the motion of Dr. Coorey, a Special Committee consisting of the Chairman, Dr. Coorey, Mr. Dodds, Mr. Jayewardene, and Mr. Blande was appointed to investigate into "the conduct of the Storekeeper which has led to his suspension by the Chairman." It may be pointed out that the suspension was on a resolution of the Works and Finance Committees and not by the Chairman.

3. The Committee held 14 meetings, lasting for 32½ hours and examined and cross-examined the Storekeeper at considerable length and also Messrs. Paul de Silva, D. A. Moonasinghe, W. F. Wickremasinghe, Brampy Silva, H. P. Ekanayake, P. Seneviratne, Stanley Fernando, G. V. Cooke, H. H. Collette, R. C. Thiedeman, and G. H. N. Saunders.

4. The Works and Finance Committees gave three reasons for having suspended the Storekeeper and this report will deal with each reason in turn.

5. *Charge No. 1.*—For having personal financial transactions with a contractor. These transactions are based on 4 cheques, dated April 9 and 13 and May 4 and 12. Paul de Silva alleges that these cheques are payments by him to the Storekeeper for timber which the Storekeeper professed to supply to the Council on Paul de Silva's account. The Committee has investigated the circumstances connected with each of these cheques in the greatest detail and the following is the result :—

6. *Cheque for Rs. 90 of April 9.*—Paul de Silva states that he gave the Storekeeper this cheque at his own house for timber supplied on stock receipt No. 4,565, *i.e.*, for 35 hora planks valued at Rs. 95.70, which timber, he says the Storekeeper supplied from his own estate. The Storekeeper, in his first explanation, on September 2, to the Treasurer, stated that he could only remember having sent one cheque of Mr. Paul de Silva's to the Chetty and that he was not certain if it was this cheque for Rs. 90 or the cheque for Rs. 82.50, dated April 13, 1926. Subsequently, he definitely stated to the Committee, on January 21, that it was the cheque for Rs. 82.50 of April 13, 1926, that he sent to the Chetty and that he knew nothing whatever about the cheque for Rs. 90 and had never seen it. He denied that he supplied the timber.

7. The cheque for Rs. 90 is "to cash or bearer" and is endorsed by "S. P. S. Seenivasagam Chetty" and "credit Abdul Rahim's account." It was paid by the Bank on April 12. The counterfoil bears the words "Byron—4565/10.4." Stock receipt 4,565 of April 10, 1926, signed by the Storekeeper for 35 hora planks valued at Rs. 95.70 is to be found attached to voucher 2,111 paid on April 21 for a total sum of Rs. 431.61 paid to Paul de Silva, who receipted it on April 22. The stock receipt 4,565 is in the handwriting of Mr. Dahanayake, a store clerk.

8. There is no evidence that the Storekeeper handled this cheque or supplied the timber except the unsupported statement of Paul de Silva.

9. *Cheque for Rs. 82.50 of April 13.*—Paul de Silva states that he gave this cheque to the Storekeeper at his house for 60 pieces of timber which the Storekeeper said he had supplied to the Council from his own estate on Paul de Silva's account. The Storekeeper says that Brampy Silva, a servant of Wickramasinghe, brought him this cheque at about 5.30 p.m., and asked him to get it cashed as he wished to return to Kalutara District the same evening and that he gave him a chit to the Chetty to get it cashed. The cheque is endorsed "S. P. S. Seenivasagam Chetty." "Credit of S. S. V. Alagappa Pillai" and was paid by the Bank on April 14. The counterfoil bears the words "Byron—4578—20 Ps." The Storekeeper says that Brampy Silva, a servant of Mr. Wickramasinghe, had brought 32 planks on Paul de Silva's account of which he rejected 2 pieces and for which he gave stock receipt 4,578 for 140 planks to be given to Paul de Silva with a chit saying that Wickramasinghe had supplied 30 pieces out of the total of 140 planks and asking him to pay Brampy Silva for the 30 pieces. This is corroborated by Brampy Silva and Wickramasinghe. The Storekeeper denies that he supplied this timber. There is no evidence, beyond the unsupported statement of Paul de Silva, that the Storekeeper supplied the timber or was concerned or interested in this cheque beyond assisting the sub-contractor to get it cashed by introducing him to the Chetty. The stock receipt is dated April 13—Sinhalese New Year Day—a day on which the Banks were not open.

10. *Cheque for Rs. 82.50 of May 4.*—Paul de Silva states that he gave this cheque to the Storekeeper at his house for timber which the Storekeeper said he had supplied on Paul de Silva's account, *viz.*, 30 planks supplied on stock receipt 4,738 of May 4, signed by P. Seneviratne, Assistant Storekeeper, valued at Rs. 89.10. The counterfoil contains the word "Byron." The Storekeeper denies that he supplied this timber and says that Paul de Silva gave a sub-contractor the cheque, but he refused to accept it and wanted cash. Paul de Silva then appealed to the Storekeeper for cash, which he fetched from his bungalow and gave to Paul de Silva, who handed it to the sub-contractor. Paul de Silva then gave this cheque to the Storekeeper who handed it to Mr. Ekanayake, a store clerk, to get it cashed. The store clerk went to the Fort and brought back the cash during the breakfast hour. This cheque is dated May 4, but was paid by the Bank on May 5, although the transactions admittedly took place at the Stores on May 4. This is explained by Mr. Ekanayake who states that when he went to the Bank he cashed the cheque with a friend of his, whom he met, and not with the Bank itself. This would explain how it might be that the Bank paid the cheque on the following day and the Accountant and Cashier of the Bank state that it is quite possible that some one other than H. P. Ekanayake, who endorsed the cheque, might draw the money without further endorsement. There is no evidence beyond the unsupported statement of Paul de Silva that the Storekeeper supplied this timber or had anything to do with this cheque beyond cashing it and getting it cashed as he states.

11. *Cheque for Rs. 126.90 of May 12.*—Paul de Silva states that he gave this cheque at his house to the Storekeeper for timber which the Storekeeper had supplied on Paul de Silva's account, *viz.*, 47 planks on stock receipt 4,800 of May 11. The counterfoil contains the words "47 Ps; 2 x 9 x 12; @/30: Byron." The Storekeeper denies that he supplied this timber and says that Brampy Silva, about May 11, brought 46 planks for which he gave a stock receipt in favour of Paul de Silva for 47 planks, *i.e.*, including one plank previously delivered and that Paul de Silva gave this cheque to Brampy Silva who brought it to the Storekeeper asking him to get it cashed. The Storekeeper cashed it and then handed it to Mr. P. Seneviratne, Assistant Storekeeper, who got it cashed at the Grand Central Stores by Mr. R. E. de Zoysa, the Managing Director, by whom it is endorsed as well as by N. K. Robert Silva. It was paid by the Bank on May 13. This is corroborated in turn by Brampy Silva, Mr. P. Seneviratne, and Mr. Wickramasinghe and also by the Railway consignment note of May 10, for 46 planks supplied by Wickramasinghe and addressed to Brampy Silva. It is true that the stock receipt is dated May 11, while the cheque is dated 12, and was paid into the Bank on May 13. No reason is given why the cheque was dated May 12. It might have been so dated because it was drawn and handed over late in the afternoon of the 11th. In this case also there is no evidence except Paul de Silva's unsupported statement that the Storekeeper supplied this timber or had anything to do with the cheque beyond cashing it and getting it cashed as he says.

12. There is, therefore, no proof whatever that the transactions connected with these cheques were not entirely innocent so far as the Storekeeper is concerned. The allegations which have been made against him are sufficient indication of the degree of indiscretion on his part in obliging a contractor or sub-contractors by cashing cheques for them, and he should have known that it was most unwise to expose himself to the risk of charges of this nature by handling the cheques of a contractor. At the same time it is only fair to point out that he was experiencing the greatest difficulty in extracting the timber required from the contractor and his excuse is that he was doing all he possibly could to expedite deliveries in the interests of the Council.

13. It may be noted in passing that Paul de Silva's counterfoil 879447 shows a cheque drawn for cash on May 14 for Rs. 143.64. The stock receipt No. 4,828 of the same date has been found in his favour for timber of the value of Rs. 143.64, suggesting that in this case also he had obtained the timber from a sub-contractor to whom he paid the same amount he had received from the Council. Paul de Silva made no allegations against the Storekeeper in this connection. There appears to be no reason why the other similar cheques, which he had produced, were not similarly paid by him to other sub-contractors for timber which they supplied to the Council on his account.

14. *Charge No. 2.*—Guaranteeing a sub-contractor to a contractor. This charge is based upon the pencil letter, dated June 14, signed by the Storekeeper and addressed to Paul de Silva saying "The bearer D. A. Moonesinghe can supply the hora planks as I told you. He wants an advance to get them cut and brought to Colombo. Of course, it will take about 2 weeks before he could bring any. You can safely give him any amount of advance on my security, I stand guarantee for the money. Please get everything arranged with him."

The Storekeeper explains that he was hard pressed for timber by the Drainage Department and that actually a trench opposite the Elphinstone Theatre had to be kept open for three days without timber. He, therefore, got hold of Moonesinghe, who was the Council's contractor for jak and induced him to supply hora timber at the same rate as Paul de Silva's contract, in the interests of the Council. He states that he was in fact ignorant of section 67 of the Municipal Council's Ordinance which forbids any servant of the Council being in any wise concerned or interested in any contract, but he states that he was receiving no financial benefit whatever from the transaction and in fact was out of pocket for stamps and telegrams. There is no evidence that the Storekeeper received or expected to receive any benefit from giving the Letter of Guarantee, and the Committee are of the opinion that he gave it in order to expedite the supply of timber which he found it difficult to procure. His act was amazingly indiscreet, but there is no proof that he was benefited by it or that his explanation is false.

15. *Charge No. 3.*—Giving receipt as hora for timber which was not hora. This allegation was first made in a letter from Paul de Silva to the Treasurer, dated July 20, and the Storekeeper on July 26 admitted that when he was hard pressed for timber he had accepted from Paul de Silva timber other than hora with the approval of the Drainage Engineer. In his report of October 2, he admitted having accepted a few pieces of other hard wood in place of hora during May and July, which timber the Engineers accepted as equally good as hora for their purposes. A mass of evidence was taken on this subject and it largely centred round inspections of timber by Dr. Coorey, Messrs. Collette and Stanley Fernando on the Galle road at Wellawatta and Police Park Depôt in August when Mr. Collette gave Dr. Coorey the documents marked "M" and "N" and dated August 27, 1926, and August 30, 1926, and filed on pages 219 and 222 of the evidence which documents Dr. Coorey did not make available to the Committee until towards the end of the meeting of April 5, 1927, on pages 240 and 242.

16. Considerable discussion centred round the question of how far these examinations of the timber gave an authoritative indication of what proportion found was other than hora and Mr. Collette admits that there were cases in which he made an error as to the identity of the timber. It can, however, be taken as a fact that timber other than hora was actually found at these two depôts of the Drainage Branch. In the case of the Galle road the timber was 1 year and 8 months old, and in the case of the Police Park Depôt some was as much as 5 years old.

17. It should at once be pointed out that the Storekeeper cannot be held responsible for the identity of timber after he has issued it and obtained a receipt. The receipts he obtained were all for hora timber. The issues of timber were checked by the overseers and the foreman, and Mr. Stanley Fernando says that the Engineer in charge always checks them for quality. It is evident, however, that from time to time, when timber was urgently required, it was necessary to accept timber other than hora in order that the work should not be delayed, and the Storekeeper states that on occasions he had accepted as hora, ettahereliya, pelon, dhung, kahatte, and madang, and Mr. Stanley Fernando specifically states that these timbers were as good as hora for the purposes of the Drainage Works and in point of fact there have been no complaints whatever with regard to it. There is evidence that these five timbers cost as much to purchase as hora and that some cost more. This is supported by the quotations called for by the Treasurer in July, 1926.

18. Reference was made to the contracts in the Colombo Drainage Works and reference to the records of that Department shows that their contracts for timber supplies were for "hard wood," viz., "hora, dhung, mendora, durana, ettahereliya, and hick," for all of which the same price was quoted. Receipts were given by that Department for "hard wood" and the vouchers were paid for "hard wood" without in either case specifying which species of hard wood was supplied.

19. Considering the circumstances, therefore, of the difficulty of obtaining timber owing to the floods, the default of the contractor for supplying hora timber, and the large increase of work in the Drainage Department, which was urgently calling for timber supplies, and in view of the fact that the Engineer has specifically stated that these other woods served his purposes as well as hora, the Committee is of the opinion that the Storekeeper had no alternative but to accept them.

20. The Committee, therefore, recommends that the Storekeeper should be reinstated and that he should be severely censured for his indiscretion in cashing cheques for a contractor and for his still graver indiscretion in giving the Letter of Guarantee.

H. E. NEWNHAM, Chairman, M. C.
E. A. COOREY,

Subject to dissent.

G. W. DODDS.
T. G. JAYEWARDENE.
N. R. BLANDE.

Colombo, August 29, 1927.

ANNEXURE B.

Dissent.

With reference to the attached report of the Special Committee appointed by the Council, I regret to say that I am unable to agree with the reasoning contained therein, in exonerating the Storekeeper of the charges framed against him. The whole report is starved of substance.

I desire to enter a dissent, and in support of this, I propose to give my reasons, but before I do so, it might be worthy of consideration that the evidence given before the Committee was not on oath and, therefore, it is possible for a lay mind to offer explanations to statements which might otherwise convince a Court or Jury of the entire guilt of the Storekeeper to a degree of almost moral certainty. It is also possible on the contrary to whitewash what might be called an "amazing indiscretion."

It is in the interests of the public as well as that of the Municipal Council that whenever, after careful investigation, it is found that a person in authority and responsibility such as the Storekeeper of this Council, has on his own showing, been guilty of a course of conduct which is open to criticism, that such officer should be removed from office unless his innocence has been established beyond question. In this case the Storekeeper has offered explanations, and those to whom he is subordinate had not themselves been altogether not careless. A strict supervision over the affairs of this Department might have obviated this unpleasant inquiry. Under these circumstances this investigation would throw sufficient light at least to justify his transfer from his present office. I am particularly diffident to urge his dismissal, however guilty he may be, specially owing to extenuating circumstances which are apparent from the record, and which, whenever possible, should be construed in his favour.

Paul Silva took the contract to supply 1-inch, 1½-inch, 2-inch, and 3-inch hora timber to this Council for the first time from January, 1926. The Storekeeper pressed on the Tender Board the undesirability of accepting his tender, the reasons adduced, *inter alia*, being that he had no timber shed in Colombo. Subsequent investigations proved this to be incorrect, and what is more that he (the contractor) had fallen out with the other leading timber merchants in the city.

One of the copies of requisition for timber is sent to the Storekeeper on its being issued by the Drainage Department. From January to end of March last year 1,024 pieces of 2-inch timber were requisitioned on these forms. (2-inch timber is the kind largely required by this Department.) But the Storekeeper gave orders to the contractor during this period for only 101 pieces 2-inch timber. Unless the contractor was informed of the requirements of the Drainage Department according to the requisitions, how was it possible for the Storekeeper to expect the contractor to be ready with the timber when he was flooded with orders in April, May, and June?

According to the report by the Committee, especially in June, there was difficulty in obtaining timber owing to the floods and, naturally, therefore, greater difficulty to get one particular kind of timber, viz., hora. In June and July the Storekeeper did, in fact, on his own admission, accept timber other than hora from outside merchants bought at the contractor's risk. But on June 11 the Storekeeper gave the contractor order No. 3,474 to supply 200 pieces 12-feet by 9-inch by 2-inch and 300 pieces 12-feet by 9-inch by 3 inch, with the remark on the order "*nothing but hora will be accepted.*" Then on June 14, he gives a letter to the contractor guaranteeing a sub-contractor named Munasinghe, who is totally unknown to the contractor, to help him to supply the timber which the contractor was said to be finding difficult to procure. The contractor had no alternative, in these circumstances, but to agree to accept this man as a sub-contractor. This sub-contractor, therefore, enters into an agreement with the contractor to supply certain number of hora planks of particular sizes and obtains a cheque for Rs. 150 from the contractor as advance on the security of the letter of guarantee given by the Storekeeper. This cheque was written out, according to the Storekeeper, *in his presence*. The Storekeeper played no small part in this transaction between the contractor and the sub-contractor introduced by himself, by arranging the rate, &c. It is of interest to note that the agreement, which in all probability was signed by the sub-contractor at the same time that he received the cheque as advance, did not mention anything about the rate. The agreement (annexure marked "A") only states that the sub-contractor was to supply this timber within a month. The Storekeeper, who stood guarantee for this advance, did not think it necessary to see that the rate should be mentioned in the agreement. Neither did the sub-contractor trouble about it. Munasinghe here obviously plays the part of a dummy.

Out of the 450 pieces Munasinghe (the sub-contractor) agreed, on June 15, to supply within one month, he did supply on July 1, according to the statement by the Municipal Treasurer (annexure marked "B"), 52 pieces, 12 feet by 6 inch by 1 inch. But the sub-contractor in his evidence said that he delivered at the Municipal Stores 75 pieces, 12-feet by 6-inch by 1-inch, although the consignment note showed 74 pieces and the sub-contractor admitted having counted the pieces on unloading at the Railway Station and found the number correct according to the consignment note. What is relevant here is the fact that Stock Receipt No. 5,155 is issued for 25 pieces, 12-feet by 6-inch by 1-inch and 52 pieces 12-feet by 6-inch by 1-inch, making a total of 77 pieces, and cash is drawn by the contractor from the Council on this Stock Receipt by a voucher for Rs. 80·55. Assuming that this sub-contractor actually supplied 75 pieces, 12-feet by 6-inch by 1-inch the Stock Receipt for this ought to show value as Rs. 67·50. Owing to this Rs. 13·05 have been overpaid from the Council funds. This is only one instance where detection has been possible. The Committee seems to ignore a point which seemed to be too blatant to merit such obscurity. I may here mention that the sub-contractor has admitted in his evidence that he has been in the timber trade for 7 or 8 years and that he has supplied hora timber elsewhere. This rather aggravates his conduct. Why could it not be that this timber shown in the consignment note was never delivered to the Municipal Store but elsewhere? Even if this sub-contractor supplied this lot of timber the question as to whether it was hora or not was decided by the Storekeeper alone.

How awkwardly the sub-contractor contradicted himself in his evidence can be seen in the annexure marked "C." It tends to shake the veracity of his testimony.

On June 18, 1926, *i.e.*, 3 days after the advance was taken and the agreement signed and 4 days after the letter of guarantee, this sub-contractor receives a telegram from the Storekeeper—"Come even without planks to-day positive—Seneviratne." Copy of telegram annexed marked "D." What was the use of the sub-contractor minus his planks and what is the explanation of this "S. O. S."?

Here is a Storekeeper, who from the time the contractor's tender was considered, up to June 14, and, even after this date, did not show much sympathy with him and who, on several occasions as early as March, bought timber from outside at his risk and repeatedly asked for permission to buy timber from outside at his risk and which was subsequently reported to have been supplied under very peculiar and suspicious circumstances, which I shall presently explain, introduces a creature of his own who, on his own evidence, is quite unknown to the contractor, and guarantees him with the object of helping the contractor to supply the timber! If the contractor failed to supply the timber, all that an honest Storekeeper would do is to get the necessary authority and buy this timber from outside at the contractor's risk and, if a sub-contractor comes to him with an offer, he would simply direct him to the contractor or to the other local timber merchants from whom he would have to buy the timber on obtaining authority. But instead, this Storekeeper gets himself mixed up with the sub-contractor whose supply of timber he had to examine for quality, quantity, size, &c., and in fact, to sit in judgment over this timber. Could he really expect to carry out these responsible duties conscientiously with regard to timber his own sub-contractor was supplying. It is idle to think that this is "indiscretion," or "amazing indiscretion" on the part of the Storekeeper who has served this Council for a number of years and who was not unconscious of the responsibility of his office. It is indeed "amazing" to hear him say that he did not know section 67 of the Ordinance, which prohibited a servant of the Council from having directly or indirectly any concern in any contract, but at the inquiry he displayed sufficient knowledge of the effect of this section when he said in his evidence that if he gave the sub-contractor any advance himself that would have meant he had a concern in the contract. In any case ignorance of the law is indeed a poor excuse!

It may be asked whether there is any reason why the Storekeeper should prefer to have his own contractors well-known to him or introduce his own creatures as sub-contractors apart from the reasons given in the majority report, viz., to help the contractor. Let me briefly discuss this point.

(1) Foreman Cooke in his evidence said that when they applied for timber they say "send 1,000 or 2,000 lineal feet of 2-inch or 3-inch timber." The timber is sent by the Storekeeper and the Foreman makes an entry in his Stock Book as to the number of lineal feet of timber of the thickness sent without making any mention of the width or the number of square feet. In despatching this timber the Storekeeper sends the "Issue Note" back marking thereon the width of the timber and the number of square feet. But for purposes of checking, only the Stock Book is sent to the Engineer's Office. In a memorandum sent by the Financial Assistant to the Chairman in July, 1920 (draft of which was prepared by the Storekeeper), speaking of the system of working in the Stores then in force says in paragraph 3 (annexure marked "E") "..... The Storekeeper notes down on the copy of the "Issue Note" received by him direct from the Department, the quantity issued and the number and date of "Issue Receipt" and returns one copy of the latter to the Overseer along with the stores issued, the other copy being sent to the Finance Department for accounting purposes." This system has since been altered; but by whom and on whose authority nobody knows. The Municipal Treasurer himself is unable to elucidate this point. In fact he was ignorant of the existence of this system. The alteration in the system is to the effect that instead of returning one copy of the "Issue Receipt" back to the overseer along with the stores the "Issue Note" is sent back, the "Issue Receipt" being sent by the Storekeeper direct to the Engineer's Office. If the "Issue Receipt" is sent back to the overseer the necessary entries will naturally be made in his Stock Book according to the "Issue Receipt," as this receipt also will have to be sent to Engineer's Office along with the Stock Book to be checked. Reference to "Issue Receipts" granted by the overseers will show that after the timber is issued to the overseers, the

Storekeeper alters the Issue Receipts adding the word "HORA" himself against the word "TIMBER" and also marking the width of the timber and showing the number of square feet said to have been issued. All these alterations in the Issue Receipts are made by the Storekeeper himself and not by the overseer who granted the receipt and these alterations are not even initialled by the Overseer.

Foreman Cooke in his evidence said that they get timber of various widths on these receipts granted for lineal feet only, down to 6-inch and that even if the Storekeeper sent him only 6-inch pieces for all the timber ordered he can use them but they never send it like that.

When Foreman Cooke was asked if the Storekeeper could send him 6-inch timber and yet issue vouchers to the contractor for 9-inch timber there was no answer.

Foreman Cooke was positive that he never gives a receipt showing the width at all.

What is the nett result of all this? The Overseer sends an "Issue Receipt" for 1,200 lineal feet of 2-inch timber and the Storekeeper sends this in pieces 12 feet long and 6-inch wide, making a total of 600 square feet of timber for which the contractor ought to be paid at the rate of 33 cents a square foot.—Rs. 198. Now, in the "Issue Receipts" that are with the Storekeeper he makes an alternation to say that this 1,200 lineal feet were sent in pieces 12 feet long, 9-inch wide, which is equal to 900 square feet. The value of which at 33 cents is Rs. 297. Either in the Engineer's Office or in the Financial Department the difference between the number of square feet actually sent to the Overseer and the figure shown on the "Issue Receipt" will never be nor has ever been detected. While the Storekeeper actually receives and issues to the Overseer 1,200 lineal feet of 6 inch wide timber he issues a "Stock Receipt" for timber 9 inch wide, thereby the contractor overdraws Rs. 99 on this transaction. All this is possible, with the present system in force, only if the contractor is an old friend of the Storekeeper and very well known to him or when the sub-contractors happen to be his own creatures. This might explain why the Storekeeper has been so anxious to introduce his own sub-contractors facing the risk of giving a "letter of guarantee." So that it is apparent that for every 900 square feet of timber accounted for in the Ledger, it may be only 600 square feet have been actually issued to the works. This means that 300 square feet of 2-inch timber have been overpaid for. During the 3 years ending 1926 the Ledgers show that 129,800 square feet of 2-inch timber have been issued to the Works out of which 38,000 are said to be timber returned to Stores which entry is not quite clear. However, taking this to be correct and working on the above basis 30,600 square feet of 2-inch timber have been accounted for over and above what was actually issued and this at the rate of 33 cents a square foot (the contract rate) is equal to Rs. 10,000. It is not wrong to say that practically over 75 per cent., if not more, of this timber is accounted for in the Ledger as issued in pieces 9 inch wide. So that Rs. 7,500 represent the amount overpaid to the contractor or sub-contractor, and the Council's loss during the 3 years on 2-inch timber alone.

(2) During the 3 years ending 1925 when Drainage Work was not being so extensively carried on 22,000 feet of timber and a large number of wedges have been returned from the Drainage Works to the Stores as unserviceable. This timber before being returned is seen by the Engineer "if he comes." The Foreman admitted in his evidence "the Overseer shows me the timber and if it is unserviceable we return it to the Stores. If the Engineer comes he sees it." One of the two very Foreman who returns this timber passes them at the Stores and recommends them to be sold as firewood. And on his recommendation such timber is weighed and taken into stock at contract rate as firewood. According to the Chairman, the Storekeeper is the responsible officer who supervises and checks the weighing of this timber. So that between the Foreman and the Storekeeper timber is returned to the Stores as unserviceable, is passed as such and weighed and taken into stock as firewood. The Municipal Treasurer knows nothing of this, his "control" appears to be concerned with the books of the Storekeeper. It only requires an "obliging" contractor or sub-contractor to receive a Stock Receipt for timber, which he never supplied and which timber the Storekeeper is able to issue to the Works out of this so-called unserviceable timber.

So also is the case with timber accounted for as buried. During the same period 34,000 feet of timber have been accounted for as buried. The Engineers do not measure the timber buried. There is no "definite" check by the Engineers on the quantity of timber received on a job.

So that in both these instances 56,000 "lineal" feet of timber are accounted for as returned or buried during this period. As these can generally be issued to the Works as 9-inch timber this would equal 42,000 square feet which, on an average works out at the rate of 33 cents a square foot to be Rs. 13,800. Assuming that 50 per cent. of this timber is so issued, the overpayment by Council amounts to Rs. 6,900. So that on a generous estimate, during 3 years, there is an overpayment by Council of Rs. 7,500 on 2-inch timber alone, and Rs. 6,900 on timber accounted for as unserviceable and buried owing to the "system" of issuing receipts by Overseers and of returning unserviceable timber and burying them.

Through the intervention of a friendly contractor or sub-contractor the Storekeeper is able to receive timber other than hora and grant receipts for hora. *This in fact is the third charge against the Storekeeper.*

From June 27 to July 20, 1926, 270 pieces of 2-inch and 3-inch timber have been bought from outside at contractor's risk out of which 143 pieces were from July 3 to 20. On July 15, 10 pieces were bought from outside and issued to the Mechanical Engineer, Mr. Collette, who reports that out of this timber, only 50 per cent. were hora and he was sure of this percentage. On July 1, K. C. Perera tendered to supply 350 pieces 2-inch and 3-inch timber within one week. But on July 15, the Storekeeper buys 10 pieces from merchants other than K. C. Perera, only 50 per cent. of which proved to be hora.

Besides these 10 pieces issued to the Mechanical Engineer there were some timber issued out of these 270 pieces to the Drainage Works at Prince of Wales' avenue, and of this and the balance left in the Stores, the Drainage Engineer condemned 18 pieces apart from quality. How much of this timber issued to the other Drainage Works was not hora has not been ascertained. These 270 pieces were bought before July 20. I inspected the timber at Prince of Wales avenue with the Drainage Engineer about the middle of August—this timber was bought from outside as they were stated by the Storekeeper to be very urgently required—but they were lying there all this time, July to August, unused.

When K. C. Perera's tender was opened on July 3, it was referred to the Storekeeper by the Treasurer with the remark "Storekeeper to deal." The reason given as to why this timber was bought from merchants, other than K. C. Perera, was that it was cheaper and this timber was bought at the contractor's risk. This was the time that, according to the majority report, timber was difficult to procure owing to the floods. Then how and why did these other merchants supply them cheaper than the man who tendered to supply hora? The natural inference is that there must have been a secret understanding with the Storekeeper to supply timber other than hora which alone was cheaper. The duty of the Storekeeper should have been to see that he gets hora which is specially wanted by the Drainage Engineers. The Assistant Drainage Engineer says "I prefer hora to other hard wood." He cannot say "whether other hard wood lasts as long as hora." The Drainage Engineer says in asking the Assistant Engineer to report on some timber said to have been supplied and stated to be superior to hora. "I doubt whether it is better than hora." Again he writes "I want hora." These statements show how keen the Drainage Engineers have been to obtain hora for their work. Yet the Storekeeper ignores K. C. Perera, who offers to supply the 350 pieces of hora required, and of the required size and buys from others timber which was not hora and grants receipts as hora—*vide* the interrupted cross-examination by the Chairman (annexure marked "F").

When the contractor was finding it difficult to supply timber, all that the Storekeeper had to do was to buy this timber from others and charge the contractor up with the difference. He was the judge of the quality of the timber. The contractor was obviously unable to supply timber as the price had gone up. Necessarily, therefore, when timber

was brought from outside merchants, the contractor was bound to have him saddled with an appreciable increase in price. The quality of the timber was to be constant. What did the Storekeeper do? He says he wanted "to help" the contractor or at any rate it is the opinion of the Majority Committee and, therefore, he arranged that others should supply on behalf of the contractor. Why all this gratuitous assistance? The Storekeeper found "the others." Having found the "others," who were literally his own selections, he would naturally pass the timber they supplied without insisting on the standard quality required. In other words he would be the judge in his own cause. But this position is accentuated by the fact that he says he wanted to help the contractor. Now what does this mean? It seems that he, on his own showing, was trying to make the margin of difference between the contract price and the supplying price as small as possible to the contractor. The price of timber had been and was going up, and if this was his object, it would necessarily transpire that he would accept inferior quality timber as cheap as possible. And all this for the contractor's benefit. Clearly and obviously this seems to me to be a dishonest procedure and bound to result in loss to the Council.

In the majority report it has been argued that, because timber bought outside proved to be as expensive as hora, and as they were declared subsequently by the Engineers to be suitable for their work, the Storekeeper is to be exonerated especially as timber was urgently required. It is interesting to speculate as to how this timber was *as expensive*. Belated testimony from friends of the contractor is the only available evidence! Compare with this the memorandum of the Government Forest Department (annexures marked "G" and "H"). A large quantity of timber other than hora is said to be a kind known as etaheraliya which is claimed to be equal to hora and as expensive, for which the local timber merchants who were well known to the Storekeeper quoted the same figure as for hora on a trial tender called for by the Treasurer. This tender was called for after the investigations were started. Therefore the value to be attached to these quotations is reduced to a nullity. I attach copy of memo. (annexures marked "G" and "H") received from the Government Divisional Forest Officer which was submitted to the Committee during the course of the inquiry. This states that the samples appeared to be common timber and that two samples out of nine were etaheraliya, and the royalty for etaheraliya is 10 cents a cubic foot, whereas for hora it is 50 cents a cubic foot, and that they are both easily obtainable in the Western Province, but etaheraliya is more easily obtainable. If etaheraliya is more easily obtainable in the Western Province than hora, and if royalty for hora is 50 cents a cubic foot and that for etaheraliya is 10 cents a cubic foot, why should hora and etaheraliya be quoted the same price.

If the local price of etaheraliya timber had gone up at this time owing to floods the local price of hora would have gone up proportionately. What has the majority report to say to this? It is conspicuous by absence of any explanation.

The Charge in Question is that the Storekeeper gave Receipts for Hora while he received Timber other than Hora—but the Majority Report ignores this Point altogether.

The Storekeeper knew and knew well that hora was the timber required by the Drainage Department. The Department rightly or wrongly always insisted on hora, presumably because they considered hora to be the type of wood to answer the purpose best. Unquestionably the other kinds of timber the Storekeeper accepted were cheaper than hora, he should not have accepted any other type of timber. But if he was obliged to take other kinds of timber the stock receipt should have been for that kind of timber. The contract was for hora. The vouchers were all drawn for hora. The Colonial Auditor on September 10, 1926, wrote to the Chairman that he obtained samples of timber used at Prince of Wales Avenue Drainage Works and that he was informed that they were not hora though the books show that only hora and a few pieces of teak have been issued to these works. And that he would be glad to have an explanation in regard to other timber having been accepted and paid for as hora (annexure marked "J"). The fact that the Drainage Engineers later are of opinion that other kinds were as good or almost as good as hora cannot effect the honesty of purpose of the Storekeeper. They might have reported that the other kinds were inferior and not suitable.

The Subsequent Reports by them had nothing to do with the Question as to what was in the Mind of the Storekeeper at the Time he accepted Other Timber and described them as Hora and granted Receipts as Hora.—Obviously it was done with the intention to deceive the authorities into the belief that what he was accepting was hora. There can be no other explanation. Had he entered the other timber under the correct name the Colonial Auditor may have queried and the Council may have stopped him from taking any further deliveries in this manner. He clearly did this with the object of making money, just as he mixed himself up in the other transactions considered by the Committee. He had no authority whatever to accept any other timber in place of hora contracted for and much less to desirable them as hora.

He had been carrying on this practice all along, not only in June and July, 1926.

At the inquiry the Assistant Drainage Engineer admitted that he had received timber other than hora before 1926, and that he was doing this all along. The Storekeeper denies this. Foreman Cooke also admitted the same. This renders his present action utterly intolerable. An irregularity so gross as this cannot claim the umbrage of an omission by the majority report on this point.

Timber at Galle Road and Police Park Works.—Mr. Collette, Mechanical Engineer, who inspected this timber reported that 50 per cent. of this timber was not hora. He was of opinion that the inspection he made was sufficient to give this report, and did not state that he made any mistake as regards this percentage. In fact he said that all even resembling hora were put as hora. The timber at Galle road was one year and eight months old. Foreman Cooke says that he himself agreed that 50 per cent. of this timber was not hora. Mr. Collette says that the timber at Police Park Works was of the same age as the Galle road timber. The Assistant Drainage Engineer, speaking on the Galle road timber inspected, said "we only had really about 50 per cent. of hora." (According to the original copy made by the shorthand writer who recorded the proceedings and "unrevised by the witness.")

It is stated in the majority report that the Storekeeper cannot be held responsible for the identity of timber after he has issued it and obtained a receipt. I may point out that all receipts have been obtained not *after* the timber was issued but *before*. The majority report in the same paragraph argues "the receipts he obtained were all for hora timber." Reference to Issue Receipts Nos. (amongst others) 2517, 1577, 3436, and 1070, will conclusively prove that this statement is contrary to facts. I regret to have to make such an observation.

Financial Transactions.—The Storekeeper is alleged to have received from the contractor, in April and May, four cheques in payment for timber which the contractor said were not supplied by him.

The First of these is for Rs. 90, dated April 9, 1926.—At the inquiry by the Treasurer, the Storekeeper said that he was not sure as to whether he handled this cheque or not. At the inquiry by the Committee he definitely denied all knowledge of it. As the contractor failed to supply timber the Storekeeper applied for authority from the Treasurer on April 7, 1926, to buy timber on orders 2408 and 3024 from outside merchants at the contractor's risk. Authority was given the same day and on April 9, 1926, the Storekeeper reported "orders since executed." And order No. 3024 timber was delivered by the contractor only on April 10, 1926, and April 9, 1926, is the date of this cheque. Any explanation of this is possible. But the dates on the documents must speak for themselves.

Again, this cheque is endorsed by Seenivasagam Chetty and he alone, and the Chetty admitted at the inquiry by the Treasurer that he did not know Paul Silva, the contractor, who has drawn the cheque, and that he knew the Storekeeper well. He was a previous contractor to the Council for other materials. One out of the two cheques, admitted by the Storekeeper as having been cashed by him for a sub-contractor, is also endorsed by this same Chetty alone without any endorsement by the Storekeeper who sent it to the Chetty. The other cheque the Storekeeper got cashed through

his assistant, Mr. Seneviratne, at the Grand Central Stores, also was not endorsed either by Mr. Seneviratne or the Storekeeper. The usual custom is sending a "bearer" cheque to a private person to be cashed is for the sender or the bearer to endorse it. Why is this departure from the usual practice? These two facts, apart from those already elicited in connection with the other charges in question, create a strong presumption that the Storekeeper must have handled this cheque too.

The Second Cheque is for Rs. 82.50, dated April 13, 1926.—The majority report says that the Storekeeper accepted 30 pieces that Brampy Silva, a servant of Wickramasinghe, brought on Paul Silva's account and gave Stock Receipt No. 4578 for 140 planks to be given to Paul Silva with a chit saying that Wickramasinghe had supplied 30 pieces out of the total of 140 planks and asking him to pay Brampy Silva for the 30 pieces, and that this was corroborated by Brampy Silva and Wickramasinghe. The weakness of the alleged corroboration lies in the fact that Wickramasinghe is the Storekeeper's friend and Brampy Silva is his servant. The value of the corroboration is diminished by the contradiction in their evidence and these are too numerous to be overlooked. (Annexures marked "K" and "L" show the contradictions.)

It is argued in the report, on behalf of the Storekeeper, that the date happened to be on the Sinhalese New Year Day, on which day the Banks are not opened. Even if that be so the cheque had been given at 4.30 P.M. in Grandpass. Banks are usually closed for business at 3 P.M.

The Sinhalese New Year Day is equally the Hindu New Year, and no Chetty would handle money on what is called their "Nongete." Further, is it not a fact that villagers, carters, and coolies generally do not work on Sinhalese New Year Day?

The Storekeeper has stated that these 30 pieces were included with 70 pieces brought by another man in order to make up 100 pieces. The Stock Receipt issued is for 100 pieces 12 feet by 9 inch by 2 inch and 40 pieces 10 feet by 6 inch by 1 inch. It was not explained who brought the 40 pieces. In any case it is apparent that 3 people brought 3 lots of timber the same day (the Sinhalese New Year Day) at the same time and all on the contractor's account. Why was one Stock Receipt written for these 3 lots of timber and handed over to Brampy Silva who brought 30 only, out of the 140? The other two men did not accompany Brampy Silva when he went to the contractor's house with the receipt. They are supposed to have walked away after delivering the timber. The contractor says that he delivered 80 pieces 2 inch timber only of the lot shown in this receipt. Whether he delivered only this number or whether he delivered any timber at all on this date could have been verified if the contractor's waybills that are with the Storekeeper were produced. But these waybills are stated by the Storekeeper to have been destroyed by his subordinates at a time when these investigations were going on. The Storekeeper knew the value of these waybills, so also did the Assistant Storekeeper, so far as this inquiry was concerned. In his evidence at the Treasurer's inquiry the Storekeeper said that he gave a *Stock Receipt* to Brampy Silva and a *chit* to Paul Silva—which he contradicted at the inquiry by the Committee. How can the Stock Receipt be dated the 13th, which is a public holiday. It is clear that the Storekeeper, who is a Buddhist, needed money on the 13th—the Sinhalese New Year Day—and hence the "desire to help."

The Assistant Storekeeper, Mr. Seneviratne, said in his evidence at the Treasurer's inquiry the sub-contractors never bring in invoices for material supplied because they wait for the contractor to come or sometime the contractor comes with them. No explanation is given why, in this instance, the sub-contractor's servant Brampy Silva did not wait for the contractor or come with him and why the Storekeeper departed from the usual procedure described by his Assistant.

Again, the Assistant Storekeeper said that Munasinghe and Wickramasinghe have the timber they supplied brought by rail and delivered in bullock carts to the Stores. But this particular lot of timber is said to have been brought in a lorry, whereas the second lot said to have been brought by the same servant was brought by rail and consignment note produced. In the former case there is no proof and I say that the lorry is an astute introduction.

The Assistant Storekeeper also said that what he gathered from the conversation between Wickramasinghe and the Storekeeper was that as there was a contract, any timber purchased should be through the contractor, and when questioned "but why should timber be purchased from Wickramasinghe?" The answer was that persons come to the Stores when they have supplies—several people have done this because they knew that the Council buys hora. Now, Wickramasinghe was not a contractor to the Council, at any rate in 1926. And his visit to the Stores, if it was really made, must have been entirely for the purpose described by the Assistant Storekeeper. This does not bear out and, as a matter of fact, actually contradicts the statement by the Storekeeper that he had to appeal to Wickramasinghe to help the contractor.

Wickramasinghe appears to be a sub-contractor, who could supply hora even without any advance unlike Munasinghe. If Wickramasinghe had really offered to supply the timber why did the Storekeeper not send him on to the contractor to enter into an agreement with him to arrange the rates, &c., or give him a letter of guarantee. But, for reasons of his own, the Storekeeper appears to have preferred to give the orders himself direct.

The contract rate for the timber Wickramasinghe is said to have supplied is 33 cents a square foot, and Wickramasinghe, according to his evidence, did not know what this rate was—not even in February, 1927. The servant Brampy Silva did not know at what rate he was to be paid and he did not ask the Storekeeper at what rate he would be paid when he went to the contractor for payment. And when the contractor gave him a cheque in payment, Brampy Silva did not even look into the cheque. The conversation he is said to have had with the contractor and the pitiful manner in which he contradicted may be seen in annexure marked "L." Evidently, if the contractor paid him cash he may not have counted the money either.

It appears that only when the cheque was brought, the Storekeeper himself knew that the contractor has paid or was going to pay at the rate of Rs. 2.75 per plank. He was not surprised at this extraordinary rate when his promise to Wickramasinghe is said to be that he would get him almost the contract rate which is 33 cents a square foot. Further, he was not surprised because Brampy Silva, the servant, appeared to be satisfied. When moving for the Special Committee and also at the Works Committee I had pointed out that the rate paid by this cheque worked out at 30 15/27 cents per square foot, which was really an absurd rate. This explains the introduction of this unusual payment by the plank for this lot, whereas the second lot said to have been brought by the same sub-contractor's servant was paid by the square foot.

Cheque for Rs. 82.50 of May 4, 1926.—The majority report states "This would explain how it might be that the bank paid the cheque the following day and the Accountant and Cashier of the Bank state that it is quite possible that some one other than H. P. Ekanayake, who endorsed the cheque, might draw the money without further endorsements." Any fraud is possible, but how is it that a *bona fide* transaction should have been so extraordinary when the general rule and custom of the Bank is universally known that the person who actually draws the money has to endorse the cheque even if there are other endorsements, and that the person who is receiving the money is invariably asked by the Bank Officials before the payment is made (to quote the words of the Accountant of the Bank), "if he is the identical person who has endorsed the cheque." (See annexures marked "M" and "N".)

If, as Mr. Ekanayake says, at the subsequent inquiry by the Committee that this cheque was given at the Bank to a friend of his who had come on business and the money was taken from him (contradicting his original evidence before the Treasurer), what explanation can be given why this friend should have waited till the following day to cash this cheque (this cheque is not sent to his credit), in view of the fact that he himself had come to the Bank on business, the cheque was said to have been handed to him at the Bank at 11.30 A.M., 3½ hours before closing time, and that he must have given the Rs. 82.50 to Mr. Ekanayake out of the money he had brought to deposit in the Bank or for some other business. And there is no doubt that this cheque was cashed at the Bank the following day (annexure marked "P"). The altered statement of Mr. Ekanayake does not in any way explain "How it might be" that this cheque was cashed the following

day. And further, this friend who is said to have come to the Bank on business and, therefore, must be accustomed to Bank routine, must have surely known the invariable practice of the Bank that the person drawing the money should endorse the cheque before receiving payment, in spite of other endorsements. In these circumstances if this cheque did in fact reach the hands of this friend why did he evade endorsing it before receiving payment? It is surprising how the Majority Committee accepted the statement that the Chairman elicited from the Accountant and the Cashier of the Bank. I produced a letter from the same Accountant explaining the usual custom in the Bank, at the previous meeting, and, what is relevant is the common custom, not a bare possibility.

At the inquiry by the Treasurer Mr. Ekanayake stated that he went to the Bank on May 4, at about 11.30 A.M., and drew the money. Later on he introduced a friend and then offered an explanation. All this was after I pressed the point when moving for the Special Committee that the date this transaction is said to have taken place was May 4, whereas the cheque was cashed on the following day and bearing the endorsement of Mr. Ekanayake only. Of course this "friend" was not available for verification of this point.

Further, the Storekeeper in his evidence before the Committee, in explaining the discrepancy in the dates on this cheque, said that it may be that Paul Silva has dated it the previous day or that Mr. Ekanayake may have got it cashed by somebody in the Bank, and he also said that he could not say whether the cheque was written out in his presence, but, on a subsequent date of the inquiry he contradicted this statement and admitted that Paul Silva wrote out this cheque on his table. This is sheer prevarication.

And again Mr. Ekanayake said at the inquiry by the Treasurer that he was called by the Storekeeper to his Office and was asked to go to the Fort and cashed this cheque, but the Storekeeper contradicted this, and said that Mr. Ekanayake had come to his Office to get permission to go to the Fort and therefore he gave him the cheque to be cashed. In spite of a series of questions by the Chairman and the Storekeeper, they failed to elicit anything more than the persistent statement by Mr. Ekanayake that the Storekeeper wanted him to go to the Fort and cash this cheque for him. This certainly looks like "helping" the sub-contractor and the contractor, but the Storekeeper shows a peculiar affection to them to go so much out of his way.

Cheque for Rs. 126.90, dated May 12, 1926.—Here again the position, taken by the Storekeeper, and supported in the majority report, that this cheque was given for timber supplied by Wickramasinghe, depends on the corroboration of the evidence of Wickramasinghe and Brampy Silva is proved to be unconvincing owing to the degree of contradictions in their evidence (see annexures marked "K" and "L".)

The Date of this Cheque.—In view of the remarks about Wickramasinghe and Brampy Silva's evidence, might I ask why is it that a document dated the 12th is construed in the majority report to have been drawn on the 11th, especially as according to this report "no reason whatever is given why the cheque was given on May 12." What remains is not an explanation by the Committee but by the Storekeeper himself, and in the absence of any such explanation an inference adverse to him has to be drawn.

Let me briefly point out how the evidence explains the discrepancy in the dates. On April 26, 1926, the Storekeeper reported that orders 3,146 and 3,173 were not executed and that they were very urgently required. On April 27, 1926, the Municipal Treasurer wrote a letter addressed to the contractor that if these two orders were not executed on or before the 30th instant that he shall purchase the planks elsewhere without further notice to him. This letter did not reach the contractor or at any rate the Storekeeper received it. How and why this letter addressed to the contractor came to be delivered to the Storekeeper I cannot understand. However, on this letter the Storekeeper makes the remark "Orders executed may be filed 12.5." The order No. 3,173 is for 100 pieces 12 feet by 9 inch by 2 inch with the remark "to be supplied at once please." Up to July 4, 1926, only 58 pieces out of this order were delivered. How did the Storekeeper come to make the remark on May 12, that these orders 3,173 and 3,146 were executed? To this question the Storekeeper answered that 12.5 was a mistake, and it should be 12.6 as seen by the remark by the Clerk "may be filed 12.6." Then I asked him whether the Clerk made the mistake about the month or the Storekeeper, and the Storekeeper answered that he himself made this mistake. Well, I questioned him further on the point. I told him that if as he says he made that mistake about the month, it follows that these orders were executed on 12.6 according to this amended minute. Then I asked him in that case how was it that on June 15, 1926 (the day after the letter of guarantee), he reported that the order 3,173 with 3 other orders were not executed. He took time to consider and consult perhaps, and at the next day of the inquiry the Storekeeper said "I find that the date 12.5 is correct and, therefore, the endorsement was made on May 12. My evidence at the last meeting on this point was wrong." If his evidence had been on oath he would have been guilty of gross and wicked perjury. There is no doubt that he lied shamefully to get out of a difficulty with which he was confronted. He took time to explain and when explanations were impossible he chose to deny. Now, what has happened on 12.5? The contractor says that the Storekeeper brought him a Stock Receipt alleged to be for timber he supplied on the contractor's account and asked for payment and that this cheque was therefore given. It is really not necessary to prove that the Storekeeper did or did not supply this timber. From his own contradictions it is clear that some shady transaction did take place on May 12, and May 12 is the date of this cheque. It is not difficult to explain, if explanation is necessary, the discrepancy of the dates in the cheque and Stock Receipt. In all probability the Storekeeper went to the contractor on May 11, with the Stock Receipt bearing that date, but may have missed him and then he went the following day and received the cheque in payment for timber said to have been supplied on the Stock Receipt, and having received this cheque on May 12, for timber which, the Storekeeper himself may have supplied or which, it may be, nobody supplied, the Storekeeper hastened to show his appreciation of the contractor's accommodating spirit by recording on the same date (12.5) that order 3,173, which he had reported about, was executed when it was not. It may not be wrong to infer that the report with regard to nonexecution of the order was made to serve as a threat to compel the contractor to agree to his suggestions, and the contractor, knowingly or not, agreed to the suggestion and gave the cheque.

The letter which was signed by the Municipal Treasurer and addressed to the contractor, in a mysterious manner reached the Storekeeper's hands and this no doubt helped him to hold out the necessary threat.

If the case for the Storekeeper is to be strengthened by the evidence of Wickramasinghe, who is a sub-contractor arranged by the Storekeeper, I should like to make a passing reference to a letter of his dated June 28, 1926 (annexure marked "Q"), where he says "timber will be railed this week or Monday the latest." What is the value of either this letter or Wickramasinghe's testimony when compared with his evidence on February 11, 1927, before the Committee that after May 11, he had made up his mind not to send any more timber because it was not a profitable business.

In conclusion, with regard to the charges framed against the Storekeeper, inasmuch as three of my colleagues and the Chairman appear to hold a view entirely different from mine, Members of Council should exercise the greatest care in arriving at the decision in a matter of paramount importance. It is apparent to anyone reading through the evidence and this summary (a process which I must admit is laborious and painful) that the Storekeeper has been guilty of a course of conduct which should not for one moment be countenanced. In my mind, there is no doubt that the Storekeeper has taken advantage of the lax supervision of the Department.

Charge 1.—The points raised against the Storekeeper were with regard to 4 cheques. With the first cheque the Storekeeper denies any complicity. With regard to the second, third and fourth a similar defence has not been raised and, if a careful examination of my dissent is made, it is perfectly patent that the Storekeeper was involved with these documents. He, of course, proceeds to state that even if he interfered it was to help a friend and in the interests of the Council. It is strange that his friends who dabble so much in cheques needed help, and even if help were necessary, why

should the Storekeeper have been the fountain of generosity? The dates on which these cheques were issued, the dates on which they were cashed, and the endorsements thereon prove conclusively that the explanations of the Storekeeper are evasive and unworthy of any serious consideration. His evidence on this point is most unconvincing, and it requires very little trouble to offer explanations if the transactions were "*bona fide*" and in the interests of the Council. The purpose of this Special Committee was really not to place the Storekeeper on his trial but to investigate into his actions. There has been no complainant and there has been no prosecutor. Evidence has been led on many days and after several adjournments and witnesses were called and recalled, examined and cross-examined, unlike in a Court of Law. Under these circumstances it is not difficult for the Storekeeper and others concerned to come prepared with explanations. Explanations there certainly are, but what we are concerned is whether they are incapable of another interpretation. I have taken the opposite view and I am not satisfied that the first charge has not been established. I have already referred to 4 cheques. They are not in the name of Mr. Byron, the Storekeeper, but all the counterfoils bear the name Byron. There is no denying that the cheques were issued by the Contractor. The introduction of a sub-contractor between the Storekeeper and the contractor cannot veil the obvious complicity.

Charge 2. Guaranteeing a Sub-Contractor to a Contractor.—The fact remains that the letter of guarantee was given. The Storekeeper states that this was due to an ignorance of the law and also in the interests of the Council. When the Ordinance strictly enjoined that such a procedure would be illegal, it was not the intention of the legislature to exonerate a man for infringing its rules just because he intended to help the Municipality. By what process of reasoning is it possible for a person to infringe a requirement of the law by defending himself with the argument that it was done with a view to help the law.

Charge 5. Giving Receipts as Hora for Timber which was not Hora.—This clearly was so and not denied—not in one instance or two, but this fraud has been perpetrated for so long a time that it is impossible to compute either the amounts or receipts so given or when this procedure was adopted. Documentary evidence alone is sufficient proof, and once such evidence is produced, explanations to them render the situation, to say the least, ludicrous.

It seems to me to be a pity why the Majority Report has entirely overlooked the numerous receipts issued by the Storekeeper for hora whereas in truth and in fact the timber that he received was not hora. This charge has been completely established, and an explanation to the effect that the Council was in pressing need of serviceable timber is no excuse for a dishonest transaction, the proof of which lies in receiving timber which was not hora, as hora—a fact which was brought to light, on representations made, by prompt detection by the Engineers, the Government Audit and myself.

I must here mention with a great deal of restraint that I am not at all satisfied with the attitude taken up by the Municipal Treasurer, when I requested him to accompany me to inspect the timber in question at the Drainage Works.

Extenuating Circumstances.—The circumstances which in my opinion appear to be extenuating are:—

The existing system is entirely unsatisfactory and calls for drastic reform. There seems to be no control over the Storekeeper in regard to the transactions which are subject under discussion.

- (1) It may be that the Storekeeper did have the interests of the Council at heart, and I suppose it will not be unfair to presume that if he was so profoundly interested in the Council, he was to some degree interested in himself also.
- (2) When tenders from merchants are opened, instead of accepting them and placing the orders or re-advertising, the Storekeeper is asked "to deal with them" and no inquiries are made as to how he dealt with them. The Storekeeper buys timber from merchants other than those tenderers, which timber later proved to be not hora. He is not asked for explanations.
- (3) The system that was in force in 1920 for issuing timber to the works is altered leaving the door open for serious abuse, and the Municipal Treasurer knows nothing of these alterations.
- (4) The Storekeeper asks the Municipal Treasurer for authority (and that only once) to accept timber other than hora. The Municipal Treasurer wants a report on this timber from the Drainage Engineer. The report is not forthcoming and the matter ends there.
- (5) The Storekeeper is allowed to receive timber from the contractor, sub-contractors arranged by himself, or from local timber merchants, to pass this timber for quality and size and quantity and to issue the same to the Works. This timber is issued *after* obtaining receipts on which alterations are made by the Storekeeper himself as to the quality, size, &c. The Storekeeper is not questioned on this irregularity by the Treasurer who himself receives for accounting purposes one copy of the receipt with these alterations.
- (6) Timber returned as unserviceable from the Works to Store are passed as unserviceable by one of the two Foremen who returns them and then weighed and taken into stock by the Storekeeper alone. The Treasurer's "controlling" influence is not visible or felt here.
- (7) In spite of a Minute entered by Mr. Thorpe, the then Chairman, dated January 27, 1913, to the effect "the position is this. Mr. Byron was tried for six months on probation and by universal consent is a hopeless failure. It is now proposed he should revert to Assistant Storekeeper on the same pay as he was getting before and that we should advertise for a man for the Chief Storekeeper-ship," the control and supervision by the Treasurer over this Storekeeper has proved to be practically nil.
- (8) It is obvious that the Municipal Treasurer is nothing more than a nominal Head exercising no control whatever over the Stores, but merely confining himself to the simple duty of approving what the Storekeeper does. In fairness to the Treasurer it may be said that it is hardly fair to expect him to do more with his numerous responsible duties.
- (9) The Storekeeper is virtually the "boss" of the Stores, whereas his duties should be confined to storekeeping. It is to my mind absolutely essential that the Issuing Storekeeper should be a person other than the Receiving Storekeeper. They will then be a check the one upon the other. There should be a competent officer-in-charge of the Store branch. He should be the officer *immediately* controlling the Receiving Storekeeper and the Issuing Storekeeper and checking of account and general supervision should be his work. The whole point is that the Receiving Storekeeper should cease to have that virtual control over things relating to the Stores and should merely have to keep to the simple duty of receiving and, in the case of the Issuing Storekeeper, issuing Stores. When the grave irregularities connected with the Store management came to light during the course of the inquiry, the Special Committee could have performed a useful function if it followed up the causes which prompted corruption and suggested ways of removing occasions of temptations from the Council's officers exposed to this fiery ordeal.
- (10) Had the investigation been properly and fully conducted by the Treasurer at the very outset, or by the Chairman to whom a petition was addressed direct, it would not have given occasion for this long and arduous inquiry. The Storekeeper has practically been taxed twice over irregularities which have been the result of a pernicious system.
- (11) In the opinion of the Municipal Treasurer, who is the immediate superior of the Storekeeper, who according to the Chairman "is in charge of the Stores" and who claims to have a "controlling" influence over the Store management, "no system can be invented to stop fraud if there be collusion" (annexure marked "R").

Recommendation.—Under these circumstances I feel that I am not justified in calling for a dismissal of this officer. But in the interest of the fair name of this Council and in view of the Minute of inefficiency appearing in the records of the Council referred to above in this dissent, I would recommend that he be transferred to some station of lesser responsibility and his place given to some one more alive to the laws, customs, and honour of the Municipal Council of the Metropolis, and that the Store Branch be so re-organized as to remove as far as possible occasions of temptation from the officers concerned.

Colombo, September 14, 1927.

E. A. COOREY.

A.

Sinhalese (translation).

Accepted advance to furnish the following timber and planks :—

200 pieces hora 14-feet by 2-inch by 9-inch	} I promise these to be given within a month.
100 pieces hora 12-feet by 3-inch by 9-inch	
50 pieces hora 12-feet by 1½-inch by 9-inch	
100 pieces hora 12-feet by 1-inch by 6-inch	

Received Rs. 150 as advance.

Sgd. — MUNASINGHE,
Paiyagala North.

B.

I looked up the following Stock Receipts to verify D. A. Munasinghe's statements as to supply of 1-inch planks :—

Stock Receipt No. 5033—98 pieces 10-feet by 6-inch by 1-inch at 35 cents	Rs. c.
	73 50
Signed by Storekeeper on June 18, 1926.	
Stock Receipt No. 5155—25 pieces 12-feet by 9-inch by 1-inch at 15 cents	Rs. 33 75
52 pieces 12-feet by 6-inch by 1-inch at 15 cents	Rs. 46 80
	80 55
Signed by Assistant Storekeeper on July 1, 1926.	
	154 5

It will be seen that P. de Silva, assuming that D. A. Munasinghe's statement is correct, made a profit of Rs. 11 05. Mr. D. A. Munasinghe stated that he supplied 98 and 75 pieces, but it will be seen that he actually supplied 98 and 77 pieces.

Sgd. G. H. N. S.
7-9-26.

C.

Mr. D. A. Munasinghe at Municipal Treasurer's Inquiry.

Q.—Then why did you go?

A.—I supplied milla planks on account of Silva and the Storekeeper and on one occasion when I took the milla planks, I told the Storekeeper that I had hora and the Storekeeper directed me to Silva. That is why I went to his house. Storekeeper says that this is William Silva.

Utd. F. D. B.
4-12-26.

At the Inquiry by the Committee.

By Chairman.—

Q.—When did you first meet Paul Silva?

A.—I went to see him on June 14.

Q.—Why did you go there?

A.—I went there to get an advance from him.

Q.—What made you to go there?

A.—I went to get an advance.

Q.—What gave you the idea of going to him?

A.—As he required timber and as I did not have sufficient cash, I thought of going and seeing him.

Q.—Did any one advise you to go and see him?

A.—Mr. Byron asked me to go and see him.

Extracts from Inquiry of January 21, 1927.

Munasinghe's Contradictions.

By Chairman.—

Q.—Did you supply these two lots of 1 inch timber from stock that you already had or did you get it out and supply it?

A.—The timber I supplied on June 18 or 19 was from the stock I had. The timber I supplied on July 1 or 2 was after cutting and sawing trees.

By Chairman.—

Q.—Where did you get the timber from that you sent to the Municipal Stores on June 18 or 19?

A.—From Paiyagala.

Q.—From whose land?

A.—From land belonging to the villagers and from land belonging to Government.

By Chairman.—

Q.—Where did you actually get the timber from that you had in stock?

A.—That is from my own garden.

D.
Ceylon Telegraphs.

July 18, 1926.

D. A. MUNASINGHE,
Rindegahawatta,
Paiyagala.Hour. Min.
9 55

Come even without planks to-day positive.

SENEVIRATNE.

E.
MEMORANDUM.
Details of Working of Stores.

1.....

2.....

3..... *Issue of Materials to Overseers.*—The Department prepares Issue Notes in triplicate giving particulars of work and estimate numbers and sends one copy to Overseers, one to the Storekeeper, and retains one in the office. On the authority of the "Issue Note" the Overseer prepares an "Issue Receipt" in triplicate to his "actual requirements at the time"—noting thereon the "Issue Note" number and estimate number and sends two copies of this "Issue Receipt" to Store. The Storekeeper notes down on the copy of "Issue Receipt" received by him direct from the Department, the quantity issued and the number and date of "Issue Receipt" and returns one copy of the latter to Overseer along with the Stores issued, the other copy being sent to the Finance Department for accounting purposes.

4. *Copy of Issue Receipt handed over to Overseer.*—This serves the Overseer as a waybill, after checking the quantities and noting down the pieces on his copy the Overseer sends it on to the Department concerned. The Department checks the quantities with the "Original Issue Note" and debits the amount issued to the estimate.

Intld. W.

F. A. 30-9-26.

F.
INTERRUPTION OF CROSS-EXAMINATION BY CHAIRMAN.
From the Storekeeper.

Dr. Coorey.—

Q.—Then, if the timber was so very urgently required, why did you adopt this method instead of buying from outside as you have been doing on other occasions?

A.—On the 28th, we were badly in want of timber, I had authority from Municipal Treasurer to buy on the 25th morning from outside and so I got quotations from K. C. Perera, Opatha, and some others. Opatha's rate was 48 cents per square feet, and K. C. Perera's 49 cents and I bought what they had at the time. According to the requisition at the time there were requisitions for some more timber. So I thought after getting quotations from the Municipal Treasurer by advertising *we might get cheaper* and with the outside purchasers I could keep on for 12 days. So I requested Municipal Treasurer to call for quotations.

Q.—While you are being pressed for timber so very badly you looked to the price which the contractor will have to refund rather than getting timber as soon as possible?

A.—I received some timber on the 28th or 29th and I thought that timber would keep the work going for 10 or 12 days.

Q.—And yet you say that you 'phoned up for quotations even after quotations were called for by the Treasurer?

A.—I did so because timber was very urgently required.

Q.—Did you on the 28th morning ask the Municipal Treasurer to call for quotations and at the same time 'phone up for quotations?

A.—I asked the Municipal Treasurer to call for quotations and got quotations from Opatha.

Q.—Did you 'phone up for quotations the same day on which you asked Municipal Treasurer to call for quotations?

A.—Yes.

Q.—In that tender letter, Municipal Treasurer writes "Storekeeper to deal." Will you tell us how you dealt with that?

A.—I did not take any action after that.

Q.—Why?

A.—Because on my telephone quotations I got timber cheaper and at that time I think I did not require any more timber.

Q.—But in July you have been buying timber from outside at Paul de Silva's risk?

A.—I might have bought.

Q.—If at that time you had sufficient timber to go on, why did you buy outside?

A.—To-day I may have 1,000 pieces and to-morrow I may issue the whole lot.

Q.—If you knew you get surprise orders like this, why did you not make use of the tender and "deal with the tenders" as Municipal Treasurer wanted you to do?

A.—I had sufficient timber at the time, and there was an order with Paul de Silva.

At this point Dr. Coorey was asked if he would state, for the information of the Committee, to which of the charges these questions were relevant.

Dr. Coorey replied that they were relevant to all charges, as all the charges merged into each other.

The Chairman asked Dr. Coorey whether he would state, for the information of the Committee, the relevancy of the questions put to-day to the Storekeeper.

Dr. Coorey replied that he did not know how to explain.

The Chairman pointed out that the Storekeeper had been examined and cross-examined at considerable lengths on a number of occasions and that, while he was anxious that the matter should be most fully investigated, he would inquire from the Committee whether they would be prepared to sit indefinitely to hear an examination, the relevancy of which Dr. Coorey did not explain to the Committee. The Chairman asked the Committee for their views.

Mr. Dodds stated that as for himself, he had heard sufficient evidence, unless Dr. Coorey had further evidence to produce of facts, to divulge which he stated he was going to produce at a later date.

Colonel Jayewardene and Mr. Blande agreed with Mr. Dodds.

The Chairman then asked Dr. Coorey whether he would indicate to the Committee the further evidence he wished to produce or the relevant points on which he wished to examine further the Storekeeper.

No. 2,329.

G.

Divisional Forest Office,
Colombo, September 10, 1926.

SIR,—With reference to your letter dated 7th instant, I have the honour to inform you (1) that the samples referred to appear to be of common timber ; (2) none of these species appear to be so suitable as hora for Drainage Works ; (3) royalty rate fixed on these common timber varies from 10 cents to 40 cents per cubic foot ; (4) royalty on hora is 50 cents per cubic foot ; (5) hora can be recommended as one of the most suitable species for Drainage Works. There is a very great demand for this timber for boat-building. Two samples referred to are herewith returned.

Dr. E. A. Coorey,
"Belvoir,"
Colombo.

I am, Sir,
Your obedient Servant,
Sgd. E. C. FERNANDO,
Divisional Forest Officer, W. D.

No. 2,941.

H.

Divisional Forest Office,
Colombo, September 23, 1926.

SIR,—With reference to your letter of even date, I have the honour to inform you that so far as I could have ascertained there were two samples of etaheraliya out of the nine sent by you.

2. Etaheraliya is I think better than most of the common kinds of timber for the use of Drainage Works, but is not so good as hora for that purpose.

3. Royalty rate for etaheraliya is 10 cents per cubic foot.

4. Both etaheraliya and hora are available in the Western Province, but etaheraliya is more easily obtainable.

Dr. E. A. Coorey,
M.D., M.R.C.S., L.R.C.P.,
Belvoir, Milagiriya,
Colombo.

I am, Sir,
Your obedient Servant,
Sgd. E. C. FERNANDO,
Divisional Forest Officer, W. D.

No. 2,904/6,726.

J.

Audit Office,
Colombo, September 10, 1926.

SUPPLY OF HORA TIMBER.

SIR,—I have the honour to state that representations have been made to me by one Paul de Silva, who contracted to supply hora timber to the Colombo Municipal Council and had become the defaulter, that timber of inferior quality is being purchased, for use on works and is charged against him as hora. I have obtained samples of timber used at Prince of Wales avenue (Drainage Works), and I am informed that they are not hora though the books show that only hora and a few pieces of teak have been issued to these works.

2. I shall be glad to have an explanation in regard to other timber having been accepted and paid for as hora.

The Chairman, Municipal Council, Colombo.

I am, Sir,
Your obedient Servant,
Sgd. F. G. MORLEY,
Colonial Auditor.

K.

Extracts from Special Committee Meeting.

WICKRAMASINGHE'S AND BRAMPY SILVA'S EVIDENCE.

(Mr. Wickramasinghe.)

By Chairman.—

Q.—In arranging with you for the supply of hora planks, did Mr. Byron mention the name of the contractor who wanted timber ?

A.—No.

Q.—Did he not mention the name Paul de Silva ?

A.—No. He didn't mention any name. He told me that he was in need of timber. That's all.

Q.—(Col. J.) Who was in need of timber ?

A.—One of the contractors. I do not think he told me the name of the contractor. I cannot be sure on the point.

Q.—(Chairman) Shown letter No. K. 2 of June 28, 1926.—Did you write that letter to the Storekeeper ?

A.—Yes. Mr. Byron sent me a telegram to send timber immediately as it was urgently required. He also spoke to me through the telephone. This telegram was received after I had supplied the second lot of timber.

Q.—Did you supply any more timber ?

A.—No.

Q.—Why not ?

A.—I did not want to do it because it was not a profitable business. Even at Paiyagala I was able to sell at 30 cents or 32 cents.

Dr. Coorey.—

Q.—When Brampy Silva came back to Paiyagala with cash did you ask him what rate he was paid ?

A.—Yes. He told me that he was paid at the rate of Rs. 2.75 a plank for the first lot.

Q.—Did Brampy Silva know the rate at which he was going to be paid for this timber ?

A.—No. Brampy Silva knew nothing about the rate. When he came back to Paiyagala he told me what the rate was.

Q.—Were you satisfied with the rate ?

A.—I expected to get more, but I did not want to get displeased.

Q.—Did you write to the Storekeeper afterwards to the effect that you expected more for the timber you supplied ?

A.—I told him that I could get 30 cents a square foot even at Paiyagala. After the second lot of timber was supplied Mr. Byron told me that the contractor was prepared to pay even more. After the supply of the first lot of timber I never wrote anything to the Storekeeper. It is after the supply of the second lot that I wrote the letter to Seneviratne.

Q.—When you found you were paid less you never wrote to Mr. Byron ?

(No answer.)

Q.—(Col. J.) Did you know what the correct rate was ?

A.—No. Even now I do not know the correct rate. I relied upon Mr. Byron's words. It was entirely a verbal arrangement.

L.

The Storekeeper's Questions to Brampy Silva.

Q.—At what rate were you paid the second time ?

A.—I was told I would be paid at 30 cents and I was paid at that rate. Mr. Paul de Silva told me that I would be paid at 30 cents.

Q.—(Dr. Coorey.) When did he say that ?

A.—On the first occasion Paul de Silva told me that he would pay me at the rate of 30 cents.

Q.—Did you tell this to Mr. Wickramasinghe ?

A.—Yes.

Q.—What did Mr. Wickramasinghe say ?

A.—He told me "we must send timber as soon as possible."

Q.—When did he say that ?

A.—When I returned to Paiyagala. He would have told me either the same evening or on the next morning.

Q.—This was after the supply of the first lot ?

A.—Yes.

Q.—After the supply of the second lot did Mr. Wickramasinghe talk anything about the rate ?

A.—No. He knew he was getting at the rate of 30 cents for the second lot. On the first occasion I told Mr. Wickramasinghe I was paid at Rs. 2.75 a plank. On the second occasion I told him I was paid at 30 cents a square foot. It was a little less than the rate paid on the first occasion.

Q.—When did Paul de Silva talk to you about the rate ?

A.—After the first lot was supplied, Mr. Paul de Silva told me that Mr. Wickramasinghe should be requested to send timber as soon as possible. That is all. On the second occasion he told me "there you are, I have paid you at the rate of 30 cents. Hurry up with the supply of timber." On the first occasion Mr. Paul de Silva wanted me to send timber as fast as possible. He told me "hurry up with the supply of timber, I am paying you at 30 cents."

Q.—(Dr. Coorey.) You told us distinctly that Paul de Silva told you on the first occasion "I would pay at the rate of 30 cents. Hurry up with the supply of timber." Is that statement correct or not ?

A.—It is not correct.

M.

Hong Kong and Shanghai Banking Corporation.

Colombo, March 16, 1927.

Dr. E. A. COOREY, "Belvoir," Colombo.

DEAR SIR,—IN reply to your letter of date, the usual procedure adopted by this Bank in regard to cash or bearer cheques presented for payment is for the party presenting the cheque to endorse them before receiving the cash.

Although cash or bearer cheques may bear other endorsements it is also necessary for the party presenting these cheques to endorse them before payment is made.

(Signed) _____
Acting Agent.

N.

Hong Kong and Shanghai Banking Corporation.

Colombo, April 4, 1927.

Dr. E. A. COOREY, "Belvoir," Colombo.

DEAR SIR,—IN reply to your letter of this date, we have to inform you that it is the usual custom here to ask the party presenting a cash or bearer cheque to endorse same before payment is made.

With regard to the second paragraph of your letter the payee, or last endorser, is invariably asked, before paying the cheque if he is the identical person who has endorsed the cheque.

(Signed) _____
Agent.

P.

Hong Kong and Shanghai Banking Corporation.

Colombo, November 1, 1926.

Dr. E. A. COOREY, "Belvoir," Milagiriya, Colombo.

DEAR SIR,—WE are in receipt of your letter of even date, and in reply, have to inform you that the date perforated on cheques represents the actual date they were paid.

(Signed) _____
Acting Agent.

Q.

T. WICKRAMASINGHE.

"Yahagara,"
Paiyagala, June 28, 1925.

DEAR MR. SENEVIRATNE,—ALL these days I was away at Tissamaharama. On my return home having seen your telegram, I hasten to inform you that it is not possible to send the planks by lorry.

At present the planks are being removed from the forest to the station and in the course of the week or Monday they will be railed.

Had I been at home, I would have however managed to send you earlier.

I am extremely sorry for not being able to comply with your unexpected urgent demand.

However, I do not think I deserve any blame as I had no undertaking to deliver on a particular date at the start.

(Signed) W. F. WICKRAMASINGHE.

R.

Dr. Coorey wishes read a Minute by Mr. Reid, dated July 17, 1923, addressed to the Financial Assistant in file 5,565. The following Minute was read:—

“ But I want a report to explain the system and to see if I am satisfied with it.

“ As dishonesty is prevalent I have a considerable responsibility now that we keep large stocks.”

Mr. Saunders reply to the above Minute, dated August 11, 1923, was read.

Mr. Saunder's reply read as follows:—

“ Chairman please see Assistant Financial Assistant's report to me on the subject of stores. A perusal of the Regulations *re* Stores will give a good idea of the system in operation. (See page 12 and onwards). It will be seen that fraud can only take place if there be collusion between two or more persons.”

I think the method I have adopted of making small improvements, in order to tighten up the system, will be the best for the time being.

Intld. G. H. N. S.
F. A., November 8, 1923.

Dr. Coorey : In view of your statement that, unless there be collusion between two or more persons, the system is good, did you take any precautions after that to prevent, so far as possible, fraud by collusion between two or more persons ?

Answer : I delegated the task to my assistant.

Dr. Coorey : Can you tell us anything that was done by your assistant in this matter ?

Answer : The files will show the actions taken.

Dr. Coorey : Will you please mention those files ?

Answer : Departmental files called “ Stores.”

Dr. Coorey : Can you refer to any rules or regulations made with this object in that file ?

Answer : No, not at the moment.

Chairman : Have you taken any further precautions to prevent collusion between two or more persons ?

Answer : No system can be invented to stop fraud if there be collusion.

ANNEXURE C.

Report of the Four Standing Committees on the Question of the Appointment of a Charity Commissioner.

1. A meeting was held at the Town Hall, at 9.30 A.M., this day, pursuant to notice dated August 13, 1927.
2. Present:—

(a) Members of Municipal Council.

Mr. H. E. Newnham, C.C.S. (Chairman); Dr. E. V. Ratnam; the Hon. Mr. C. H. Z. Fernando, M.L.C.; Mr. A. H. F. Clarke; Mr. G. W. Dodds; Mr. T. G. Jayewardene, V.D., J.P.; Lieut.-Colonel C. D. Myles, O.B.E., M.B., R.A.M.C.; and Dr. S. Muttiah.

(b) Representatives of the Institutions.

Friend-in-Need Society.—(1) Mr. T. Gracie, (2) Rev. C. E. V. Nathanielsz, (3) Mr. J. G. Vander Smaght.

Child Welfare Association.—(1) Mrs. E. H. Lawrence, (2) Mrs. E. L. Peries.

Boys' Industrial Home and Orphanage, Wellawatta.—Rev. R. Lamb.

The Ceylon Social Service League.—(1) Mr. B. F. de Silva, (2) Mr. D. S. de Fonseka.

Colombo Industrial School, Maradana.—Rev. F. Bennett.

Salvation Army.—(1) Miss Winifred L. Ramage, (2) Lieut.-Colonel S. R. Samaraweera.

Colombo Ladies' League.—(1) Mrs. C. V. Aserappa, (2) Mrs. G. O. Hunt, (3) Mrs. R. Marrs, (4) Mrs. W. Atkins Smith.

Harward Settlement.—Rev. A. E. Restarick.

Discharged Prisoners' Aid Association.—Mr. C. C. Schokman.

City Mission, Child Welfare Work.—Miss C. B. Hornby.

Women's Christian Temperance Union.—(1) Miss C. Andree Jansz, (2) Mrs. (Dr.) M. H. Rutnam.

Representatives of the Federation of Social Service Workers in Sanitation Committee of the Municipal Council.—(1) Mrs. E. A. Jayasekera, (2) Mrs. H. M. Pieris, (3) Mrs. (Dr.) M. H. Rutnam.

The Hon. Mr. G. A. Wille was also present.

3. The Chairman outlined the proposal and asked the representatives of the Social Service Organizations to put forward their views.

Mr. B. F. de Silva asked what pay was proposed, and the Chairman replied that no definite proposal had been made.

Mrs. E. H. Lawrence asked what overlapping there was at present, and the Chairman instanced certain cases.

The Rev. A. E. Restarick stated that a Central Bureau was most necessary to record the results of investigation of individual cases for the information of the various societies and to put forward proposals for prevention rather than palliation.

Mr. T. Gracie agreed with the Rev. A. E. Restarick and stated that he had long felt the need of co-ordination.

The Hon. Mr. G. A. Wille supported the proposal and suggested the formation of a small Sub-Committee to work out the details.

Rev. R. Lamb supported the idea of a Committee and emphasized the need of a Central Bureau of information, and an officer of standing to run it whose salary would be more than saved by the resulting economy of effort and expenditure.

Mr. B. F. de Silva said the Ceylon Social Service doubted whether the time had come when the problems indicated could not be dealt with by the individual organizations; and whether any sum available should not rather be spent on subsidizing them.

Mr. D. S. de Fonseka agreed with Mr. B. F. de Silva.

Miss Hornby said her experience had shown her that existing work did not touch the roots of the problems.

Mrs. Marrs, on behalf of Ladies League, said that the League provided work rather than financial assistance.

Lieut.-Colonel Samaraweera, on behalf of Salvation Army, supported the idea.

Mrs. (Dr.) Rutnam supported the proposal and recalled the Federation of Social Service Workers, which after three years existence, had failed to co-ordinate the various activities.

The Rev. F. Bennett supported the proposal in view of the ingenuity of the mendicant classes and the need of giving opportunity of work.

The Rev. C. E. V. Nathanielsz considered that the time had come for the Council, as a public authority, to deal with the problem of the poor, and for a Central Bureau of records to be established.

The question of appointing a Sub-Committee to work out details was discussed.

The Hon. Mr. C. H. Z. Fernando suggested that the proposal should be given a year's trial.

The Chairman thanked the representatives of the organizations for their presence and advice and they withdrew.

4. The Members of the Four Standing Committees then conferred and decided to recommend to Council—

- (i.) That a temporary post of Charity Commissioner should be created from January 1, 1928, for one year, on Rs. 250 a month, with Rs. 50 a month travelling allowance.
- (ii.) That it should be offered to the Rev. C. E. V. Nathanielsz, M.A., B.D.
- (iii.) That he should be required to work directly under the Chairman—
 - (a) To assist the existing organizations in their work in matters in which they desire such assistance.
 - (b) To form a connecting link between the existing organizations in order to prevent their activities overlapping with consequent waste of effort.
 - (c) To indicate to the existing organizations in what directions their work could be usefully extended, in order to cover ground not already provided for.
 - (d) To report to the Council whether the funds it grants to any organization are being usefully expended.
 - (e) To keep central records of cases relieved so as to be able to report on applications for relief.
 - (f) To make a systematic study of poverty, distress, and unemployment and to put forward proposals for their prevention.
 - (g) To be in a position to direct applicants for relief to the organization which is most appropriate for them and to keep a register of those in search of employment.
- (iv.) That he should submit to Council a full report on his activities with proposals for the future by September 30, 1927.
- (v.) That he should not be directly connected with any one charitable organization.

H. E. NEWNHAM,

Chairman, Municipal Council, and Mayor of Colombo.

The Amendments adopted by the Meeting of the Four Standing Committees of September 20, 1927.

The alteration in paragraph (i.) of the words "on Rs. 250 a month, with Rs. 50 a month travelling allowance, to "at a cost of Rs. 300 a month."

The omission of paragraph (ii.).

The re-numbering of paragraph (iii.) to paragraph (ii.) which should read "That the holder of the post," instead of "That he should be required to work, &c."

Paragraphs (iv.) and (v.) altered to (iii.) and (iv.) respectively.

ANNEXURE D.

Report of the Finance Committee on Outstanding Questions of Salaries.

1. Council on December 1, 1926, resolved that all outstanding questions of salaries should be dealt with by a Special Committee to be appointed at the first meeting of Council in January, 1927, and that meantime Heads of Departments should be requested to call for and submit representations. On January 12, 1927, Council resolved that the matter should be referred, in the first place, to the Finance Committee.

2. The Finance Committee held ten special meetings for the purpose lasting, fifteen hours and considered a very large number of representations. In connection with the question of salaries they found it necessary to deal also with recruitment, increase in special posts, alterations of grade, and other remuneration in the form of travelling and house allowances.

3. As the existing Salary Scheme only came into force from January 1, 1924, and was, therefore, only three years old, the Committee considered it premature to recommend any general revision of its scales. The Legislative Council has appointed a Committee to revise the salaries of Government officers, and it would be more opportune to revise the Municipal salaries when that Committee has reported. The Committee, therefore, directed its attention more particularly to cases which might be considered anomalous or involving hardship and to conditions which deleteriously affected recruitment. The comparatively few alterations in the existing conditions which they suggest do not mean that they consider that the remaining salaries and allowances should be left at their present scales indefinitely. They should, on the contrary, be reviewed at intervals of five years.

4. *Subordinate Staff.*—Mr. C. A. Woutersz, Assistant to the City Microbiologist, who is at present on Rs. 3,876 in scale 2 of the subordinate staff, Rs. 3,300—192—4,260, should be placed personally in scale 12 of the higher staff (Rs. 4,200—250—7,200) with the Accountants, Grade III. Engineers, and the Assistant Municipal Assessor, as being a locally trained officer who has from time to time to act for the City Microbiologist. When the post becomes vacant its status should be reconsidered.

5. Mr. P. G. de Silva, Playground Instructor, in scale 8, Rs. 1,200—96—2,400 and now on Rs. 1,968 after ten years service, was until October, 1924, the only such instructor. He now has under him two full time Instructors on the same scale and five part-time Instructors on Rs. 50 a month. This is anomalous. Mr. P. G. de Silva should be called "Chief Playground Instructor" and should be placed in scale 6 as from January 1, 1928, on the step Rs. 2,100 and be assumed to have passed one year of the two years' halt at that step.

6. *Clerical Staff.*—It was represented that there is a difficulty in recruiting officers for Division I. of the Clerical Service. At the same time there is not sufficient scope for Division II. officers and Store Clerks to rise beyond their present scales. It is therefore, recommended that the following rules for appointments and promotions to Division I. be adopted, modelled on those of Government :—

- (1) Candidates not in the Council's permanent service wishing to enter Division I. of the service will be called upon to pass the examination for Class II. of the Government Clerical Service. They must have the qualifications required by and conform to all the regulations laid down for such examination.

- (2) Clerks in new and old Division II. of the Municipal Clerical Service and Store Clerks, who have completed three years' permanent service by the date of the vacancy and whose services have been throughout satisfactory, will be allowed, on payment of the entrance fee, to compete in the Government Service Clerical Examination for Class II., irrespective of age, and although they may not have passed the examination or examinations prescribed as a condition precedent to that examination. These will compete among themselves for every 4th vacancy in Division I. on and after January 1, 1927, provided they obtain a minimum of 66 per cent. in Writing, 33 per cent. in Spelling, 33 per cent. in Arithmetic, and 30 per cent. in other subjects. If, however, any of these succeeds without the above concession in attaining a place in order of merit, in competition with those outside the Council's service, entitling him to employment, this shall not be taken to involve the filling of the above 4th vacancy, which shall, therefore, still be available for others enjoying this concession.
- (3) Every 5th vacancy in Division I., on and after January 1, 1927, will be reserved as a prize for deserving officers in the old and new Division II. of the Municipal Clerical Service and the Store Clerks. These must have completed 10 years' permanent service by the date of the vacancy and be recommended by the Head of their Department as being of special merit. Such promotion will be made from candidates so recommended irrespective of any examination.
- (4) Every year applications for possible vacancies in Division I. will be advertised for before the Government Clerical Service Examination is held and on the results of that examination all vacancies occurring before the date of the next Government Service Clerical Examination will be filled.

7. As a further encouragement to Division I. officers it is recommended that Special Class B, which at present contains 8 posts, should be increased by adding thereto 4 more posts to be determined later.

8. It has happened in the past that daily paid and temporary employees have through force of circumstances remained for long periods in the Council's service. It is recommended that such who have had an aggregate of 2 years' service, and whose services have been throughout satisfactory, should be allowed to sit for the Division II. Examination irrespective of age and educational qualifications.

9. *Fire Brigade.*—The house allowance of the members of the Fire Brigade, for whom free quarters are not available, should be increased from Rs. 90 to Rs. 120 a year from January 1, 1928.

10. *Travelling Allowances.*—(a) The following officers draw Rs. 420 a year and have to keep rickshaws. Their work requires them to be more mobile than rickshaws enable them to be. They should be required to keep motor cycles and be paid Rs. 480 a year, the rate laid down for motor cycles in the Salary Scheme :—

Supervisors of Conservancy.

Drainage Inspectors.

Sub-Inspector, Rat Depôt.

Sub-Inspector in charge of Anti-Malaria Brigade

Plague Inspector

} While holding those posts.

(b) The Prosecuting Surveyors who already draw Rs. 480 a year should keep motor cycles, and not cycles and rickshaws.

(c) The travelling allowances of the Superintendent, Labugama Waterworks, and of the Waterworks Inspector in charge of the Deacon waste detection survey should be increased from Rs. 420 to Rs. 900, while they are in charge of those works, and they should be required to keep motor cycles and side cars.

11. *Assistant Rate Collector.*—It was found that the post of temporary Assistant Rate Collector, Maradana, was anomalous and unnecessary. The holder was given notice that his services would not be required after December 31, 1927, and it is proposed to give him the next vacancy as Assistant Market-keeper. The area of the Maradana Rate Collector will be reduced by about 25 per cent. as from that date.

H. E. NEWNHAM, Chairman.

E. V. RATNAM.

G. W. DODDS.

T. G. JAYEWARDENE.

June 29, 1927.

Resolution of Council of August 3, 1927.

The Hon. Mr. C. H. Z. Fernando moved that the matter be referred to the Four Standing Committees (meeting together). Mr. T. G. Jayewardene seconded.—Carried.

Resolution of the Four Standing Committees (meeting together) of September 20, 1927.

Recommended that the Four Standing Committees do adopt the report of the Finance Committee of June 29, 1927, subject to alteration made by Council in paragraph 6 as to percentages required in the examination for Division I., Clerical Service.

The following dissented :—The Hon. Mr. N. H. M. Abdul Cader, M.L.C. ; the Hon. Mr. C. H. Z. Fernando, M.L.C. ; Mr. W. E. V. de Rooy ; Dr. E. A. Coorey ; and Dr. S. Muttiah.

ANNEXURE E.

The following taxes and fees are required to be levied for 1928 :—

(1) Taxes under Sections 127 and 132 of Ordinance No. 6 of 1910.

Description of Tax.	Maximum leviable under the Ordinance.	Amount a present levied.	Amount proposed to be levied in 1928.
	Rs. c.	Rs. c.	Rs. c.
For every vehicle other than a motor car, motor tricar, motor lorry, motor bicycle, cart, handcart, jinrickshaw, bicycle, or tricycle	5 0 ..	5 0 ..	5 0
For every bicycle or tricycle, or bicycle car or cart, or tricycle car or cart	3 0 ..	3 0 ..	3 0
For every cart	4 0 ..	4 0 ..	4 0
For every handcart	4 0 ..	4 0 ..	4 0
For every jinrickshaw	2 50 ..	2 50 ..	2 50
For every horse, pony, or mule	2 50 ..	2 50 ..	2 50
For every bullock or ass	1 0 ..	1 0 ..	1 0
Children's vehicles, the wheels of which do not exceed 26 inches in diameter, wheel barrows, and handcarts not used for trade purposes are exempted from payment.			

(2) Registration Fees under Section 5 of Ordinance No. 25 of 1901.

Details.	Maximum leviable under the Ordinance. Rs. c.	Amount at present levied. Rs. c.	Amount proposed to be levied in 1928. Rs. c.
(Dogs under 6 months are exempted from registration.)			
For every dog	5 0 ..	2 50 ..	2 50
For every bitch	7 50 ..	5 0 ..	5 0

ANNEXURE F.

	Rs. c.
(1) Premises No. 622/114, Messenger street— Equivalent of rates from 3rd quarter, 1926, to 3rd quarter, 1927 ..	121 50
(2) Premises No. 1,080/81, Galkapanawatta— The arrears of rates outstanding from 2nd quarter, 1926, to 3rd quarter, 1927, amount to	237 25
(3) Premises No. 2,954/320, Alutmawata— The arrears of rates outstanding from 3rd quarter, 1925, to 3rd quarter, 1927, amount to	116 76
(4) Premises No. 62-64/3, Leechman's lane— The arrears of rates outstanding from 4th quarter, 1926, to 3rd quarter, 1927, amount to	292 85
(5) Premises No. 766/87, Barber street— The arrears of rates outstanding from 3rd quarter, 1925, to 3rd quarter, 1927, amount to	415 89
(6) Premises No. 895/401, Pamankade-Cotta road— The equivalent of rates in arrears from 4th quarter, 1926, to 3rd quarter, 1927, amount to	71 10
(7) Premises No. 683/769, Pamankade-Bambalapitiya road— The equivalent of rates outstanding from 4th quarter, 1926, to 3rd quarter, 1927, amount to	86 0
	<u>1,341 35</u>

ANNEXURE G.

List referred to in Item regarding Reconveyance of Properties, vested in Council.

Premises.	To be reconveyed to.	Sum paid. Rs. c.	Quarter up to which payment is made.
(1) No. 603/22 and 648/25c, Maligawatta (Registered No. 010,381)	Saleem, Cassim, and Maharuppu, the sons of Casy Lebbe Marikar Mohamado Saleh	599 43 ..	1st quarter, 1927
(2) No. 655/21, Maligawatta (Registered No. 010,845)	Ahamado Lebbe Marikar Abdul Haleem ..	262 44 ..	do.
(3) No. 1759 (A-B)/46c, Temple road (Registered No. 010,860)	(1) Cader Mohideen Saboor Umma, (2) Ojida Umma	305 12 ..	2nd quarter, 1927
(4) No. 1738A/43D, Temple road (Registered No. 010,997)	Mary Sirimane ..	369 90 ..	do.
(5) Nos. 86/3 and 87/2, Glennie street, New Nos. 14 and 16 (Registered No. 010,999)	Abdul Rahiman Meera Mohideen ..	859 76 ..	1st quarter, 1927
(6) A defined portion of premises No. 112/91, Colombo-Galle road* (Registered No. 011,126)	(1) John William Gomis, (2) Nandawathi, (3) Benjamin Gomis, (4) Kok Don Carolis, (5) Suaderis, (6) Jandoris, and (7) Wilmot	4,018 91 ..	2nd quarter, 1927

* Item No. 6 above was received after the meeting of Finance Committee of September 21, 1927. This was recommended by the meeting of Law Committee of September 24, 1927, and was approved of in circulation by the Finance Committee.

Statement of Receipts and Payments on Current Capital Works, September 30, 1927.

HEAD OF RECEIPT.	Receipts to December 31, 1926.		Receipts to September 30, 1927.		Total. Rs. c.
	Rs.	c.	Rs.	c.	
1. Duplication of 30-inch water main and filtration works :—					
(a) Loan Funds	3,000,000	0 ..	—	..	3,000,000 0
(b) Revenue contributions	473,509	53 ..	2,746	5 ..	476,255 58
2. Colombo Drainage Works :—					
(a) Loan funds	11,072,980	0 ..	—	..	11,072,980 0
(b) Grant in aid	7,100,000	0 ..	—	..	7,100,000 0
(c) Revenue contributions	578,504	11 ..	158,948	55 ..	737,452 66
3. Amount received on realization of sinking funds; and interest thereon*	2,103,427	52 ..	2,550	87 ..	2,105,978 39
4. Town Hall at Victoria Park :—					
Revenue contributions	11,274	20 ..	18,379	19 ..	29,653 39
Do.	—	..	20,353	34 ..	20,353 34
Total	<u>24,339,695</u>	<u>36</u>	<u>202,978</u>	<u>0</u>	<u>24,542,673 36</u>

* From this amount will be met : (1) Cost of drainage works and public lavatories, &c., over and above the loan, grant in aid, and revenue contributions ; (2) Raising of Labugama reservoir dam ; (3) Construction of Town Hall at Victoria Park.

HEAD OF PAYMENT.	Estimate.		Payments to December 31, 1926.		Payments to September 30, 1927.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1. Duplication of 30-inch water main and filtration works ..	3,476,255	58	3,473,509	53	2,746	5	3,476,255	58
2. Colombo Drainage Works :—								
(a) Works carried out by Resident Engineer as per modified scheme ..	17,830,564	12	17,830,564	12	—	—	17,830,564	12
(b) Extensions of sewers and underground drains and other improvements carried out by Municipality since 1922 ..	875,502	78	735,220	31	140,282	47	875,502	78
(c) Public lavatories and house connections ..	697,361	90	678,695	82	18,666	8	697,361	90
3. Raising of Labugama Reservoir dam ..	319,293	76	319,293	76	—	—	319,293	76
4. Town Hall at Victoria Park ..	1,393,187	48	1,141,423	81	202,271	41	1,343,695	22
Total ..	24,592,165	62	24,178,707	35	363,966	1	24,542,673	36

The Town Hall,
Colombo, October 20, 1926.

G. H. N. SAUNDERS,
Municipal Treasurer.

Summary of Revenue and Expenditure from January 1 to September 30, 1927.

HEAD OF REVENUE.	Estimated Revenue for 1927, as per Budget.		Revenue from January 1 to August 31, 1927.		Revenue for September, 1927.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
A.—Taxes ..	215,250	0	222,369	35	4,079	65	226,449	0
B.—Licences ..	251,200	0	195,521	0	6,258	13	201,779	13
C.—Judicial fines ..	95,000	0	67,901	7	7,531	88	75,432	95
D.—Tolls ..	141,500	0	10,694	84	—	—	10,694	84
E.—Markets ..	142,400	0	98,455	16	12,474	6	110,929	22
F.—Slaughter-house ..	60,000	0	54,331	89	6,650	32	60,982	21
G.—Conservancy ..	11,000	0	8,805	98	1,166	98	9,972	96
H.—Cattle Mart and Quarantine Station ..	60,500	0	56,861	68	6,489	31	63,350	99
I.—Consolidated rate ..	3,385,000	0	2,502,216	23	224,065	88	2,726,282	11
K.—Water ..	839,000	0	710,515	84	49,061	23	759,577	7
L.—Rents ..	80,850	0	61,241	96	6,792	64	68,034	60
M.—Miscellaneous ..	530,568	0	369,047	12	90,223	28	459,270	40
Total ..	5,812,268	0	4,357,962	12	414,793	36	4,772,755	48

HEAD OF EXPENDITURE.	Estimated Expenditure for 1927, including Supplementary Votes and unspent Balances at December 31, 1926, brought forward.		Expenditure from January 1 to August 31, 1927.		Expenditure for September, 1927.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
A.—Non-effective charges ..	868,203	0	461,875	92	12,292	20	474,168	12
B.—Chairman ..	27,600	0	18,400	0	3,116	12	21,516	12
C.—Secretariat ..	109,839	64	68,906	79	8,119	94	77,026	73
D.—Treasurer's Department ..	296,788	0	178,905	81	18,958	52	197,864	33
E.—Veterinary Department ..	192,250	0	108,039	36	14,065	58	122,104	94
F.—Municipal Court ..	29,967	0	19,761	67	2,431	6	22,192	73
G.—Fire Brigade and Ambulances ..	118,110	0	43,230	88	12,919	35	56,150	23
H.—Public Health Department ..	507,390	0	289,588	25	38,010	75	327,599	0
I.—Engineer's Department ..	5,195,508	25	2,485,112	85	326,542	93	2,811,655	78
K.—Waterworks Department ..	585,149	9	260,127	30	26,544	92	286,672	22
L.—Assessing Department ..	116,110	0	67,395	8	7,743	44	75,138	52
M.—Public Library ..	20,595	0	11,849	19	1,198	24	13,047	43
Excess of revenue over expenditure carried to Balance Sheet ..	—	—	—	—	—	—	4,485,136	15
Total ..	8,067,509	98	4,013,193	10	471,943	5	4,772,755	48

The Town Hall,
Colombo, October 20, 1927.

G. H. N. SAUNDERS,
Municipal Treasurer.

Balance Sheet, September 30, 1927.

LIABILITIES.		Rs.	c.	Rs.	c.	ASSETS.		Rs.	c.	Rs.	
1. Loans outstanding :—						1. Capital expenditure :—					
(a) Government of Ceylon, duplication of 30-inch water main, &c. ..	3,000,000	0				(a) Duplication of 30-inch water main, and filtration works ..	3,476,255	58			
Less redemption of loan ..	187,251	97				(b) Colombo Drainage Works :—					
				2,812,748	3	(1) Works carried out by Resident Engineer as per modified scheme ..	17,830,564	12			
(b) Government of Ceylon, Colombo Drainage Works ..	11,072,980	0			(2) Extensions of sewers and underground drains and other improvements carried out by Municipality since 1922 ..	875,502	78				
Less redemption of loan ..	691,145	84			(3) Public lavatories and house connections ..	697,361	90				
				10,381,834	16	(c) Raising of Labugama reservoir dam ..	319,293	76			
2. Grant in aid :—					(d) Town Hall at Victoria Park ..	1,343,695	22				
Government of Ceylon, Colombo Drainage Works ..	—			7,100,000	0	(e) Child Welfare Centre :—					
3. Sinking Fund Suspense Account :—					(1) Land ..	52,500	0				
(a) Waterworks loan ..	187,251	97			(2) Buildings ..	75,100	0			24,670,273	
(b) Colombo Drainage Works loan ..	691,145	84								36	
				878,397	81	2. Amounts advanced to Municipal Council officials for purchase of vehicles ..	—			10,223	
4. Permanent works executed out of revenue :—										72	
(a) Waterworks ..	476,255	58			3. Trunk Road Improvements ..	—				14,180	
(b) Colombo Drainage Works (extensions to scheme) ..	737,452	66								55	
(c) Town Hall at Victoria Park ..	29,653	39			4. Advance accounts :—						
				1,243,361	63	(a) Miscellaneous ..	6,466	31			
5. Amount received on realization of sinking funds and interest thereon ..	—			2,105,978	39	(b) Municipal quarries ..	535	6			
6. Insurance Fund and interest thereon ..	—			8,568	31	(c) Works pending recovery ..	4,497	63			
7. Child Welfare Centre :—						(d) Making articles for stock ..	1,788	88			12,217
(a) Contribution from War Memorial Fund and interest ..	93,393	46			5. Expenditure on laying water mains in private streets Less recoveries from land-owners ..	117,389	65			74,869	
(b) Revenue contributions ..	52,500	0								15	
				145,893	46	6. Expenditure on aided house drainage ..	183,470	6			42,520
8. Pettah Library Bequest and interest thereon ..	—			3,448	48	Less recoveries from owners ..	70,603	91			112,806
9. Deposits :—											15
(a) Pending execution of works ..	66,913	92			7. Stores on hand :—						
(b) Miscellaneous ..	235,157	75			(a) General ..	566,162	78				
				302,071	67	(b) Waterworks ..	343,008	8			909,170
10. Securities :—											86
(a) Tenders ..	4,785	1			8. Investments :—						
(b) Contractors ..	26,585	0			Ceylon Government 4 per cent. inscribed stock ..	930	0				
(c) Water supply to shipping ..	35,000	0			Indian Government five-year 6 per cent. bonds ..	—					
(d) Municipal Council officials ..	34,429	1			Ceylon Savings Bank ..	7,448	19				
(e) Lands ..	23,375	66			Fixed deposit at :—						
(f) Miscellaneous ..	60,952	65			Mercantile Bank of India ..	500	0				
(g) Upkeep of graves ..	2,565	0			National Bank of India ..	10,000	0				
(h) Public Library ..	1,627	90			Chartered Bank of India, Australia, and China ..	9,000	0				
				189,320	23	Imperial Bank of India ..	1,535,898	58			1,563,776
11. Gratuities to minors held in trust ..	—			3,516	44						77
12. Suspense account ..	—			638	46	9. Cash :—					
13. Receipts in advance ..	—			11,180	10	(a) At Imperial Bank of India on current account ..	133,234	86			
14. Excess of assets over liabilities :—						(b) In hand :—					
(a) Brought forward from 1926 ..	1,995,791	43			(1) With shroff, Municipal Council ..	1,350	0				
(b) Excess of revenue over expenditure up to September 30, 1927, as per summary of revenue and expenditure ..	287,619	33			(2) With Municipal Council officials ..	243	40				
				2,283,410	76	(3) With Medical Officer, Infectious Diseases Hospital ..	310	0			135,138
Total ..	—			27,470,367	93						26
						Total ..	—				27,470,367
											93

The Town Hall,
Colombo, October 20, 1927.

G. H. N. SAUNDERS,
Municipal Treasurer.

Sale of Land.

IT is hereby notified that the following allotment of land belonging to the Municipal Council of Colombo, by virtue of certificate of title No. 31, dated June 18, 1926, will be sold by public auction for outright possession at 2.30 P.M. on Monday, December 19, 1927, at the Town Hall.

Conditions of sale will be made known at the time of sale or earlier on application to the undersigned.

A block of land with the buildings thereon bearing assessment No. 3073A/129A, Alutmawata, situated in the Kotahena Ward, within the Municipal limits of Colombo, Western Province; bounded as follows:—

North by properties belonging to D. M. de Silva and St. James' Church, bearing assessment Nos. 3077-3076/132 and 3090-3091/226.

East by properties belonging to St. James' Church and David de Silva, bearing assessment Nos. 3090-3091/226 and 3072/129.

South by properties belonging to David Silva and Rosa Amma Fonseka, bearing assessment Nos. 3072/129 and 3073/129.

West by properties of Juan Fernando and Bibiana Silva and D. M. de Silva, bearing assessment Nos. 3074A/128 and 3077-3076/132.

Containing in extent 10 92/100 perches.

G. H. N. SAUNDERS,
Municipal Treasurer.

Treasurer's Department, Town Hall,
Colombo, November 22, 1927.

Sale of Land.

IT is hereby notified that the following allotment of land belonging to the Municipal Council of Colombo, by virtue of certificate of title No. 927, dated July 18, 1922, will be sold by public auction for outright possession at 2.30 P.M. on Monday, December 19, 1927, at the Town Hall.

Conditions of sale will be made known at the time of sale or earlier on application to the undersigned.

A block of land with buildings thereon bearing assessment number 3073/129, Alutmawata, situated in Kotahena Ward, within the Municipal limits of Colombo, Western Province; bounded as follows:—

North by waste land.

East by a passage.

South by a passage.

West by properties of Stephen Fonseka and G. Barbara Silva, bearing assessment Nos. 3069/131 (1-2) and 3074A/128A.

Containing in extent 2.50 perches.

G. H. N. SAUNDERS,
Municipal Treasurer.

Treasurer's Department, Town Hall,
Colombo, November 22, 1927.

MUNICIPALITY OF GALLE.

Minutes of Proceedings of a General Meeting of the Municipal Council of Galle, held in the Municipal Office on Saturday, October 8, 1927, at 1.15 p.m., pursuant to Notice dated October 3, 1927.

Présent:—Mr. L. W. C. Schrader, Chairman; Hon. Mr. H. M. Macan Markar, M.L.C.; Mr. D. W. Subasinghe; Mr. C. E. de Vos; Mr. D. I. Durham; Mr. C. L. Wickramasinghe; and Dr. E. P. Aserappa.

1. The Minutes of the General Meeting of September 10, 1927, a copy thereof having been furnished to each Member, were taken as read and confirmed.

2. The Chairman brought to the notice of the Council that the Hon. Mr. H. M. Macan Markar, M.L.C., a nominated Member; and Mr. J. E. Perera, Member for the Galupladda Division, having failed to attend three consecutive General Meetings had, *ipso facto*, ceased to be Councillors. He moved that, in terms of section 30 of "The Municipal Councils Ordinance, 1910," the Council do restore them to their office. Mr. C. E. de Vos seconded.—Carried.

3. Pursuant to notice, Mr. C. E. de Vos moved—(i.) That a drain be built on either side of Small Cross street (connecting Leyn Baan street and Church street), and that the Superintendent of Works be requested to prepare an estimate.

Mr. C. L. Wickramasinghe seconded, Hon. Mr. H. M. Macan Markar, M.L.C., supported.—Carried.

(ii.) That steps be taken without delay to provide this street with an electric light.

With the leave of Council the mover added the following words to the original motion—"and that the Superintendent be requested to furnish an estimate of cost." Hon. Mr. H. M. Macan Markar, M.L.C. seconded.—Carried.

4. The following motion stood in the name of Mr. D. W. Subasinghe:—That a public promenade be built extending from the Jetty to the building known as the Galle Public Hall, as such a promenade while supplying this town with an extremely picturesque seafrontage and adding materially to its beauty will also supply a much felt want, namely, a play ground by the seabeach for little children; that for the above purpose Government be requested kindly (1) to give the necessary permission to this Council to make use of the Crown land lying between the Jetty and the above-mentioned building; (2) to remove therefrom the buildings standing thereon at present; and also to direct that no new buildings be erected thereon; and that if the foregoing suggestion be accepted by this Council the Superintendent of Works be ordered to prepare as early as possible an estimate of the probable cost of building such a promenade. With the leave of Council Mr. Subasinghe amended his motion as follows:—That the Superintendent of Works be ordered to prepare a sketch and an estimate as early as possible, for a promenade on the seafront from the last Jetty to the Galle Public Hall. Mr. C. L. Wickramasinghe seconded.—Carried.

5. With the leave of Council Mr. C. L. Wickramasinghe moved—"That this Council do present an address of welcome to Mahatma Gandhi on the occasion of his visit to Galle." Mr. C. E. de Vos seconded.—Carried.

The following Committee was appointed to carry out the necessary arrangements—The Chairman, Mr. D. W. Subasinghe, and Mr. C. L. Wickramasinghe.

6. Letter No. F 875/27 of September 29, 1927, from the Hon. the Colonial Secretary, sanctioning payment of a gratuity to the minor child of the late scavenging cooly, Widana Mahadurage Juwanis.—Submitted.

7. Temporary increases to pensioners for the year 1928 :—Resolved that temporary increases of pension, in accordance with the scale sanctioned by the Council on February 14, 1920, be granted to the following retired officers :—A. B. Wittenslager, Rs. 75 ; J. G. Paravitana, Rs. 31·56 ; G. D. Johannes, Rs. 58·12 ; O. S. Marikar, Rs. 128·33 ; F. R. E. Nicholas, Rs. 156 ; O. L. Janz, Rs. 45·24. Total, Rs. 494·25.

The following extracts from the Minutes of the Standing Committee on Municipal Works and Finance and Assessment, and the Special Committee on Electric Lighting were laid before the Council :—

8. *Extracts from the Minutes of the Standing Committee on Municipal Works of September 10, 1927.*

(2) Estimate of Rs. 200 for enlarging the record room and building a breakfast room in the office of the Superintendent of Works.—Recommended.

(3) Tenders for whitewashing Municipal buildings during the year 1928.—Recommended that C. L. M. Mohamadu's tender of Rs. 336 per annum be accepted.

Resolution.

Resolved that the recommendations of the Standing Committee be adopted.

9. *Extracts from the Minutes of the Standing Committee on Finance and Assessment of September 10, 1927.*

(3) To recommend that the rates on demolished buildings in Ward 4 West be struck off.—Recommended.

(4) Tenders for services during the year 1928 :—(a) Supply of grass to the cattle pound.—Recommended that W. L. K. Handy's tender of 17 cents per bundle of 20 lb. and 7 cents per bundle of 8 lb. be accepted. (b) Supply of coir dust.—Recommended that E. D. P. de Silva's tender of Rs. 18 per 100 bags be accepted.

Resolution.

Resolved that the recommendations of the Standing Committee be adopted.

10. *Extracts from the Minutes of the Special Committee on Electric Lighting of September 17, 1927.*

(3) Trees overhanging the overhead mains.—Recommended (a) that half the assessed value of trees overhanging public roads be paid as compensation, if claimed, and the trunks given to the owners, if wanted. (b) That tenders be invited to cut the overhanging trees, quoting rates (i.) if tenderer takes the trunk, (ii.) if the owner keeps it.

(4) Letter No. T 19 of August 31, 1927, from the Chief Electrical Engineer (a) requesting to be furnished with a brief monthly report, with a copy of the log sheet ; (b) inquiring whether Council desires a quarterly inspection of the Installation by his Department.—Resolved (i.) that the Superintendent do furnish the monthly report and log sheet ; (ii.) that a quarterly inspection be carried out for a fee of Rs. 50 per quarter.

(5) To consider the following requisitions from the Superintendent :—(i.) To replace a damaged piston of No. 2 engine. (The matter being urgent the Chairman cabled for one from England).—Recommended that the Chairman's action be confirmed. (ii.) To construct 6 ferro-concrete posts of 26 feet and 3 of 30 feet at a cost of about Rs. 425.—Recommended that the posts be made. (iii.) To erect an additional phase wire from the junction of Middle street—Lighthouse street to the junction of Church street—Leyn Baan Cross street, at an approximate cost of Rs. 75.—Recommended. (iv.) To procure component parts for house service meters from Messrs. Ferranti, England, at an approximate cost of £25.—Recommended.

(6) Fee for testing house service meters.—Recommended that a fee of Rs. 5 be charged. If the error exceeds 2½ per cent. the fee to be refunded.

(8) Insurance of Power House.—Recommended that the question be referred to the Council for consideration.

Resolution.

With regard to item (3)—Resolved that one-third of the Mudaliyar's valuation be paid for coconut trees only, although owners have no claim to compensation ; the owners being at liberty to keep the trunks of the trees if desired. With regard to item (8)—Resolved that the building and machinery be insured against fire for Rs. 75,000—Rs. 100,000, and quotations invited.

The recommendations of the Special Committee with regard to the remaining items were adopted.

11. *Extracts from the Minutes of the Special Committee on Electric Lighting of October 3, 1927.*

(1) Report on the Electric Light Installation.—Resolved to ask Mr. F. E. Kennard, Principal, Technical College, whether he would be agreeable to report on the Installation. The alternatives are to accept Mr. Wilson's offer, or to advertise in Indian papers.

(4) Arrears of Electricity dues.—Recommended that 7 days' notice in writing be given to defaulters, and if the dues be not paid that the service be disconnected.

(5) Application from the Superintendent, Electricity Department :—For consideration of the amount of his motor car allowance.—Recommended that the allowance be increased to Rs. 75 per mensem.

(6) Application from the Head Driver to be given a house allowance, and the other allowances which Government Servants receive.—Recommended that the application be disallowed as it is too soon after his appointment to consider the question of allowances.

LOCAL BOARD NOTICE.

Election of Unofficial Members.

NOTICE is hereby given that the following gentlemen have been elected Unofficial Members for the Local Board town of Nawalapitiya for the years 1928-1929 :—

Mr. H. O. Lebbe
Mr. D. P. Setunge

Mr. G. G. Punchihewa

The Kacheheri,
Kandy, November 19, 1927.

W. L. KINDERSLEY,
Government Agent.

NOTICES UNDER "THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920."

Budget of the Negombo Urban District Council for the Year 1928.

REVENUE.

	Amount.	Total.		Amount.	Total.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
A.—General revenue :—					
(1) Property tax 171 (1) (a) ..	24,000 0		(4) Slaughter-house and cattle pound :—		
(2) Acreage tax 171 (1) (b) ..	—		(a) Fees 168 (11) (a) ..	3,000 0	
(3) Vehicles and animals tax 173 (1) (b) ..	9,500 0		(b) Sale of refuse and manure ..	—	3,000 0
(4) Licence duties ..	11,200 0		(5) Water supply :—		
(5) Other taxes 173 (d) ..	—		(a) Water rate 141 (b), 146 ..	—	
(6) Refund of stamp duties (Schedule VI.) ..	2,100 0		(6) Hospitals :—		
(7) Refund of liquor licences ..	7,000 0		(a) Contribution from Government ..	—	
(8) Refund of Police tax ..	11,300 0		(b) Rent of hospital grounds ..	18 0	18 0
(9) Compensation for opium revenue ..	6,000 0		(7) Markets and galas :—		
(10) Fines by court (not included elsewhere) ..	1,400 0		(a) Rents 168 (12) ..	1,000 0	
(11) Fees under Housing Ordinance ..	100 0		(b) Boutiques and stalls 168 (12) ..	1,500 0	
(12) Auctioneers and brokers ..	200 0		(c) Fees for private markets 160 (3) ..	1,500 0	
(13) Assessment arrears recovery (surplus costs) ..	250 0		(d) Licences 163 (1) ..	—	4,000 0
(14) Registration of mortgages ..	—		E.—Public recreation :—		
(15) Interest on deposit in bank ..	—		(1) Rents and cattle grazing fees ..	130 0	
(16) Refund of over payments ..	50 0		(2) Public performances ..	150 0	280 0
(17) Sale of old stores ..	100 0	73,200 0	G.—Cemeteries Ordinance, No. 9 of 1899 :—		
B.—Thoroughfares :—			(1) Fees ..	350 0	
(1) Subsidy in lieu of labour tax ..	11,050 0		(2) Hire of hearse ..	120 0	470 0
(2) Other collections, e.g., fines for injuries, &c., 67, cattle seizing fees 103 (4), sale of badges and fare tables, grants, &c. ..	100 0	11,150 0	H.—Dog Registration Ordinance, No. 25 of 1901; Rabies Ordinance, No. 7 of 1893 :—		
C.—Resthouses :—			(1) Registration fees ..	500 0	
Fees ..	15,000 0	15,000 0	(2) Fines ..	—	
D.—Council lands and buildings (not included elsewhere) :—			(3) Sale of dog collars ..	35 0	
(1) Rents ..	1,500 0		(4) Seizing fees ..	—	535 0
(2) Sale of produce ..	2,400 0	3,900 0	I.—Weights and Measures Ordinance, No. 8 of 1876 :—		
E.—Public health :—			(1) Fees for stamping ..	5 0	
(1) General revenue :—			(2) Fines ..	—	5 0
(a) Fines under Part IV., Chapter III. ..	—		J.—Electricity Department :—		
(2) Scavenging :—			(1) Sale of current ..	—	
(a) Fees 168 (10) (b) ..	850 0		(2) Rent of meters ..	—	
(b) Sale of refuse (130) ..	—		(3) Works executed for customers ..	—	
(c) Fines on contractors ..	3 0	853 0	(4) Miscellaneous ..	—	
(3) Conservancy :—			Total estimated revenue ..	119,541 0	
(a) Fees 168 (10) (b) ..	7,100 0		Estimated Balance on December 31, 1927 ..	13,214 34	
(b) Sale of refuse 130 ..	—		Total ..	132,755 34	
(c) Fines on contractors ..	30 0	7,130 0			

		EXPENDITURE.			
		Amount.	Total.	Amount.	Total.
		Rs. c.	Rs. c.	Rs. c.	Rs. c.
A.—General Expenditure :—					
(1) Salaries of officers (not otherwise charged) :—					
(a) Secretary ..	2,695 47				
(b) Clerks ..	2,377 87				
(c) Peons ..	550 96				
(d) Superintendent of Works ..	2,880 0				
(e) Pensions ..	—				
(f) Revenue Inspectors ..	677 66				
(2) Establishment Expenses :—			96		
(a) Allowances (not otherwise charged)	1,800 0				
(b) Travelling ..	200 0				
(c) Commission to tax collectors (not otherwise charged)	2,500 0				
(d) Assessors fees ..	250 0				
(e) Legal expenses ..	100 0				
(f) Stationery, printing, advertising, and office expenses (not otherwise charged)	1,500 0				
(g) Registration of voters and elections ..	—				
(h) Cost of cart plates ..	510 0				
(i) Cost of audit ..	1,200 0				
(j) Refunds ..	300 0				
(k) Holiday railway tickets ..	400 0				
B.—Thoroughfares :—			8,760 0		
(1) Salaries and wages ..	1,000 0				
(2) Maintenance ..	20,250 0				
(3) Plant and tools ..	300 0				
(4) Lighting ..	7,500 0				
(5) Watering streets ..	200 0				
(6) Other : badges and fare tables, cattle seizures, &c. ..	60 0				
(7) Acquisitions ..	14,000 0				
(8) Improvements ..	2,000 0				
(9) Loan charges—					
Principal ..	2,500 0				
Interest ..	500 0				
(10) New works ..	4,000 0				
(11) Cost of fire extinguishers ..	50 0				
(12) Town survey ..	4,000 0				
C.—Resthouses :—			56,360 0		
(1) Salaries ..	1,000 0				
(2) Maintenance ..	500 0				
(3) Furniture and equipment ..	1,000 0				
(4) Improvements ..	—				
D.—Council lands and buildings (not charged elsewhere) :—			2,500 0		
(1) Wages ..	720 0				
(2) Commission to collectors ..	—				
(3) Rent of office ..	—				
(4) Maintenance ..	500 0				
(5) Furniture ..	—				
(6) Police tax ..	700 0				
(7) Loan charges—					
Principal ..	—				
Interest ..	—				
(8) Construction—					
(a) Landing jetty ..	—				
(b) Office ..	—				
(c) Town Hall ..	300 0				
(d) Boutiques ..	3,500 0				
(9) Acquisition ..	—				
E.—Public Health :—			5,720 0		
(1) General Expenditure—					
(a) Salaries ..	2,853 24				
(b) Allowances ..	1,801 0				
(c) Uniforms ..	200 0				
(d) Printing and stationery ..	100 0				
(e) Disinfectants ..	400 0				
(2) Scavenging—			5,354 24		
(a) Wages ..	9,000 0				
(b) Carts, bulls, and lorry ..	3,750 0				
(c) Stores ..	100 0				
(3) Conservancy—			12,850 0		
(a) Wages ..	6,500 0				
(b) Carts, bulls, and lorry ..	2,650 0				
(c) Stores, stationery, &c. ..	500 0				
(d) Rent of night soil depôt ..	—				
(e) Maintenance of latrines ..	200 0				
(f) Acquisition ..	2,500 0				
(g) Construction ..	5,000 0				
			17,350 0		
(4) Slaughter-house and cattle pound—					
(a) Wages ..	324 0				
(b) Maintenance ..	50 0				
(c) Acquisition ..	—				
(d) Construction ..	—				
					374 0
(5) Water supply—					
(a) Wages ..	—				
(b) Stores ..	—				
(c) Maintenance ..	—				
(d) Acquisition ..	—				
(e) Construction ..	—				
(f) Loan charges—					
Principal ..	—				
Interest ..	—				
(6) Hospitals—					
(a) Wages ..	—				
(b) Maintenance ..	400 0				
(c) Paupers : Maintenance and burial ..	50 0				
					450 0
(7) Markets and galas—					
(a) Wages ..	50 0				
(b) Maintenance ..	200 0				
(c) Printing, &c. ..	—				
(d) Acquisition ..	—				
(e) Construction ..	—				
(f) Loan charges—					
Principal ..	—				
Interest ..	—				
					250 0
F.—Public Recreation—					
(a) Wages ..	120 0				
(b) Maintenance ..	2,100 0				
(c) Allowances to band ..	—				
(d) Acquisition ..	—				
					2,220 0
G.—Cemeteries Ordinance, No. 9 of 1899 :—					
(1) Wages ..	1,920 0				
(2) Maintenance ..	150 0				
					2,070 0
H.—Dog Registration Ordinance, No. 25 of 1901 ; Rabies Ordinance, No. 7 of 1893 :—					
(1) Destruction of dogs ..	200 0				
(2) Commission to collectors ..	25 0				
(3) Cost of dog collars ..	50 0				
(4) Cost of seizures ..	300 0				
					575 0
I.—Weights and Measures Ordinance, No. 8 of 1876 :—					
Fees to Inspectors ..	—				
J.—Electricity Department :—					
(1) Generation of electricity—					
(a) Fuel ..	—				
(b) Oil, waste and engine room stores ..	—				
(c) Salaries and wages at works ..	—				
(2) Repairs and maintenance—					
(a) Buildings ..	—				
(b) Engines, boilers, machinery, and plant ..	—				
(c) Meters, switches, and other apparatus ..	—				
(3) Service and house connection—					
(a) Materials ..	—				
(b) Labour (temporary) ..	—				
(4) Management and general expenses—					
(a) Salaries, &c., electrician and clerk ..	—				
(b) Salaries, &c., outdoor staff ..	—				
(c) Printing and stationery ..	—				
(d) Sundries ..	—				
(5) Loan Charges—					
(a) Interest ..	—				
(b) Capital repayment ..	—				
Total estimated expenditure ..				124,015 20	
Estimated Balance on December 31, 1928 ..				8,740 14	
					132,755 34

Settled and adopted by the Council on November 7, 1927 :

District Council Office,
Negombo, November 11, 1927.ALEX. ED. RAJAPAKSE,
Chairman.

A 10

Budget of the Chilaw Urban District Council for the Year ending December 31, 1928.

		REVENUE.			
		Amount.	Total.	Amount.	Total.
		Rs. c.	Rs. c.	Rs. c.	Rs. c.
A.—General Revenue :—					
(1) Property tax 171 (1) (a)	..	10,200	0		
(2) Acreage tax 171 (1) (b)	..	—	—		
(3) Vehicles and animals tax 173 (1) (b)	..	14,000	0		
(4) Licence duties	..	21,000	0		
(5) Other taxes 173 (d)	..	—	—		
(6) Refund of stamp duties (schedule VI.)	..	600	0		
(7) Refund of liquor licences	..	900	0		
(8) Refund of Police tax	..	2,000	0		
(9) Compensation for opium revenue	..	3,783	0		
(10) Fines by court (not included elsewhere) and departmental fines	..	500	0		
(11) Interest on Bank deposit	..	1,200	0		
(12) Sale of building application forms	..	30	0		
			54,213	0	
B.—Thoroughfares :—					
(1) Subsidy in lieu of labour tax	..	7,500	0		
(2) Other collections, e.g., fines for injuries, &c., 97, and sale of badges and fare tables	..	—	—		
			7,500	0	
C.—Resthouses :—					
(1) Fees 60	..	2,500	0		
(2) Other—sale of unserviceable articles, &c.	..	100	0		
			2,600	0	
D.—Council lands and buildings (not charged elsewhere) :—					
(1) Rents	..	950	0		
(2) Sale of produce	..	70	0		
			1,020	0	
E.—Public Health :—					
(1) General Revenue—					
(a) Fines under Part IV., Chapter III.	..	—	—		
(b) Fees for services of midwife	..	15	0		
			15	0	
(2) Scavenging—					
(a) Fees 168 (10) (b)	..	—	—		
(b) Sale of refuse 130	..	1,800	0		
(c) Fines on contractors	..	—	—		
			1,800	0	
(3) Conservancy—					
(a) Fees 168 (10) (b)	..	1,600	0		
(b) Sale of refuse	..	250	0		
(c) Fines on contractors	..	—	—		
			1,850	0	
(4) Slaughter-house and cattle pound—					
(a) Fees	..	550	0		
(b) Sale of refuse	..	150	0		
			700	0	
(5) Water supply—					
(a) Water rate 141 (b), 146	..	—	—		
(b) Refunds	..	—	—		
(6) Hospitals—					
(a) Contribution from Government	..	—	—		
(b) Rent of hospital grounds	..	—	—		
(7) Markets and galas—					
(a) Rents	..	3,700	0		
(b) Boutiques and stalls 168 (12)	..	1,670	0		
(c) Fees for private markets	..	—	—		
(d) Licences 163 (1)	..	—	—		
(e) Confiscated security	..	—	—		
			5,370	0	
F.—Public Recreation 168 (7); 170 (1) (b) :—					
(a) Rents	..	40	0		
(b) Cattle grazing fees	..	—	—		
(c) Licences for public performances	..	50	0		
			90	0	
G.—Cemeteries Ordinance, No. 9 of 1899 :—					
(1) Fees	..	100	0		
(2) Hire of hearse	..	10	0		
			110	0	
H.—Dog Registration Ordinance, No. 25 of 1901; Rabies Ordinance, No. 7 of 1893 :—					
(1) Registration fees	..	250	0		
(2) Fines	..	—	—		
(3) Sale of dog collars	..	—	—		
(4) Seizing fees	..	10	0		
			260	0	
I.—Weight and Measures Ordinance, No. 8 of 1876 :—					
(1) Fees for stamping	..	40	0		
(2) Fines	..	—	—		
			40	0	
J.—Electricity Department :—					
(1) Sale of current	..	1,000	0		
(2) Rent of meters	..	—	—		
(3) Works executed for customers	..	—	—		
(4) Miscellaneous	..	—	—		
			1,000	0	
			76,588	0	
			Probable balance on December 31, 1927	30,000	0
			Total	106,588	0

		EXPENDITURE.			
		Amount.	Total.	Amount.	Total.
		Rs. c.	Rs. c.	Rs. c.	Rs. c.
A.—General Expenditure :—					
(1) Salaries of officers (not otherwise charged) :—					
(a) Secretary	..	3,180	0		
(b) Clerks	..	1,925	0		
(c) Peons	..	558	0		
(d) Cost of technical advisers	..	—	—		
(e) Pensions	..	—	—		
			5,663	0	
(2) Establishment expenses :—					
(a) Allowances (not otherwise charged)	..	445	0		
(b) Travelling	..	100	0		
(c) Commission to tax collectors (not otherwise charged)	..	360	0		
(d) Assessor's fees	..	300	0		
(e) Legal expenses	..	—	—		
(f) Stationery, printing, advertising and office expenses (not otherwise charged)	..	1,500	0		
(g) Registration of voters and election	..	10	0		
(h) Cost of cart plates	..	150	0		
(i) Cost of audit	..	600	0		
(j) Cost of levying Police tax	..	200	0		
(k) Holiday railway tickets	..	250	0		
			3,915	0	
B.—Thoroughfares :—					
(3) Refunds—					
(1) Salaries and wages	..	1,660	0		
(2) Maintenance	..	20,000	0		
(3) Plant and tools	..	50	0		
(4) Lighting	..	1,500	0		
(5) Watering streets	..	—	—		
(6) Cost of badges and fare tables	..	—	—		
(7) Acquisition	..	—	—		
(8) Improvements	..	—	—		
(9) Loan charges	..	—	—		
(a) Principal repaid	..	—	—		
(b) Interest	..	—	—		
			23,210	0	
C.—Resthouses :—					
(1) Salaries	..	60	0		
(2) Maintenance	..	500	0		
(3) Furniture and equipment	..	—	—		
(4) Improvements	..	—	—		
			560	0	
D.—Council lands and buildings (not charged elsewhere) :—					
(1) Wages	..	—	—		
(2) Commission to collectors	..	—	—		
(3) Rent of office	..	420	0		
(4) Maintenance	..	180	0		
(5) Furniture	..	—	—		
(6) Police tax	..	95	0		
(7) Loan charges—					
Principal repaid	..	—	—		
Interest	..	—	—		
			695		

1st to 3rd sections, 3 miles.		
Proprietors or Agents.	Estates.	Acreage.
M. B. Panabokka	Medrup	78
M. B. Neangoda	Retela Ella	25

1st to 4th sections, 4 miles.		
Proprietors or Agents.	Estates.	Acreage.
T. B. Worthington	Wembley	1,061
E. H. de Silva	Paranapitiya	22½
M. B. Neangoda (Lessee)	Sandikka	88½

1st to 5th sections, 5 miles.		
Proprietors or Agents.	Estates.	Acreage.
M. Babburetty	Mercantile	114

1st to 6th sections, 5½ miles.		
Proprietors or Agents.	Estates.	Acreage.
Lee, Hedges & Co., Colombo (S. C. Traill)	Alpitakande	488
O. B. Wijesekera	Gadadessa	510
E. L. Ebrahim Lebbe Marikar	Frankland	281

7th to 12th sections, 5½ miles.		
Proprietors or Agents.	Estates.	Acreage.
R. Foster	Gona Adika	1,015
Dr. H. J. Fernando	Leangaha	45
K. Ukku Banda	Lokuanga	30

9th to 12th sections, 4 miles.		
Proprietors or Agents.	Estates.	Acreage.
S. U. Odayar	Maligatenna	30
K. P. K. N. Kannappa Chetty	Rannawella	66

10th to 12th sections, 3 miles.		
Proprietors or Agents.	Estates.	Acreage.
V. Natesan	Dhormapury	30
J. H. Arool Raj	Halgola	35

11th to 12th sections, 2 miles.		
Proprietors or Agents.	Estates.	Acreage.
Noor Mohammado	Demodarawatta	40
K. P. A. Carapiah Pillai	Heartfields	140
Dr. S. C. Paul	Mt. Temple	208

12th section, 1 mile.		
Proprietors or Agents.	Estates.	Acreage.
H. Sam de Silva	Sanda Siri	33

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

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, November 14, 1927.

Lantern Hill-Somerset Estate Cart Road.

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 maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," will on Saturday, December 10, 1927, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 2,333·00
Private contributions	Rs. 2,333·50

1st to 2nd section, 1 mile.		
Proprietors or Agents.	Estates.	Acreage.
S. T. Kaliappa Chetty, Muthucaruppan Chetty, and S. T. Muttiah Chetty	Lantern Hill	359
W. S. Blackett	Jak Tree Hill	322
S. T. Kaliappa Chetty, Muthucaruppan Chetty, and S. T. Muttiah Chetty	Kehelwatta	369

1st to 4th section, 2 miles.		
Proprietors or Agents.	Estates.	Acreage.
G. B. S. Silva	Galpaya (Sinna-pitiya)	40
A. R. P. R. Arumugam Pillai	Gertiville	51

1st to 6th section, 3 miles.		
Proprietors or Agents.	Estates.	Acreage.
Heirs to Mrs. A. J. Stephens (M. H. Reeves)	Cooroondoowatta	486
Do.	Hapugahawatta	87
T. A. S. Pillai	Galpaya	68½
Ganekumbure Duraya	Gedawilhena Group	25
Amaris Alwis	Pelketiyawatta Group	20
Pandiyam Kangany and S. Uslool Kangany	Kendagolla	24

1st to 8th section, 4 miles.		
Proprietors or Agents.	Estates.	Acreage.
G. C. S. Hodgson (M. D. Clarke)	Somerset	461
G. Baiya and his son Kira	Ganekumburewatta Group	25
S. Rankira	Ketaliyanawatta Group	30

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

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, November 14, 1927.

Aluwihare-Dullewe Gap Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," will on Saturday, December 10, 1927, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions, viz.:—

Maintenance, 1927-28.

Government contribution	Rs. 1,400·00
Private contributions	Rs. 1,959·74

1st to 3rd section, 2 miles 44 chains.			
Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Eastern Produce and Estates Co., Ltd. (N. Crosland)	Matale West	1,220	1,406 50
Rosehaugh Co., Ltd. (Harold Vickers)	Beredewella	344	198 25
J. B. Tennant (J. F. W. Brockman)	Polwatta and Glenury	297	171 16
O. H. Goonasekera	Dullawe	99	57 5
C. Ariya-Nayagam	Ratninde	100	86 44
Do.	Dullewa	70	40 34
Total			1,959 74

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

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, November 14, 1927.

Rattota-Gammaduwa Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," will on Saturday, December 10, 1927, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 2,000·00
Private contributions	Rs. 6,000·00

1st to 5th section, 5 miles.		
Proprietors or Agents.	Estates.	Acreage.
Consolidated Estates Company	Ellagalla	510
F. Liesching	Dawala	86

1st to 6th section, 6 miles.

Proprietors or Agents.	Estates.	Acreage.
Opalgalla Tea and Rubber Estates Co., Ltd.	Opalgalla Group	1,544
A. H. D. Bastian de Silva	Kuda-oya	331

1st to 7th section, 7 miles.

Proprietors or Agents.	Estates.	Acreage.
Robert de Zoysa	Dromoland, Ewhurst, and Park	503
Forest Hill Tea Co. (Cumberbatch & Co.)	Mousakanda Group	1,842
The Deltenne Estates Co., Ltd. (Cumberbatch & Co.)	Gammaduwa Group	1,357
Ceylon Amalgamated Tea and Rubber Estates, Ltd. (J. M. Robertson & Co.)	Karagahatenne Group	1,220
Nambena Estates, Ltd. (Tarrant & Co.)	Nagalla Group	778
E. L. Ibrahim Lebbe Marikar	Sinna Hinguruwatta	307

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

W. L. KINDERSLEY,
Chairman.

Provincial Road Committee's Office,
Kandy, November 14, 1927.

Kandenewera-Wariapolla Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, will on Saturday, December 10, 1927, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government contribution	Rs. 2,500.00
Private contributions	Rs. 6,394.90

1st and 2nd sections, 1 mile 66 chains.

Proprietors or Agents.	Estates.	Acreage.
Wariapolla Estates Co., Ltd. (M. C. Evans)	Wariapolla	971
Wariapolla Estates Co., Ltd. (D. C. Gordon-Duff)	Kandenewera	937
J. M. Robertson & Co. (C. L. de Zilwa)	Watagoda	346
Ceylon Land and Produce Co., Ltd. (G. Black)	Strathisla	409

3rd section, 46 chains.

Wariapolla Estates Co., Ltd. (D. C. Gordon-Duff)	Kandenewera	937
J. M. Robertson & Co. (C. L. de Zilwa)	Watagoda	346
Ceylon Land and Produce Co., Ltd. (G. Black)	Strathisla	409

4th and 5th sections, 2 miles.

Wariapolla Estates Co., Ltd. (D. C. Gordon-Duff)	Kandenewera	937
J. M. Robertson & Co. (C. L. de Zilwa)	Watagoda	346
Ceylon Land and Produce Co., Ltd. (G. Black)	Strathisla	409
The Bandarapola Ceylon Company, Ltd. (S. Mc Clelland)	Godapola	454
Do.	Karagahalanda	104

6th section, 28 chains.

Proprietors or Agents.	Estates.	Acreage.
Wariapolla Estates Co., Ltd. (D. C. Gordon-Duff)	Kandenewera	937
J. M. Robertson & Co. (C. L. de Zilwa)	Watagoda	346
The Bandarapola Ceylon Company, Ltd. (S. Mc Clelland)	Karagahalanda	104

7th section, 40 chains.

Wariapolla Estates Co., Ltd. (D. C. Gordon-Duff)	Kandenewera	937
The Bandarapola Ceylon Company, Ltd. (S. Mc Clelland)	Karagahalanda	104

8th and 9th sections, 1 mile 40 chains.

Government contribution, Rs. 358.66—Private contribution, Rs. 922.34—Total, Rs. 1,281.00.

Wariapolla Estates Co., Ltd. (D. C. Gordon-Duff)	Kandenewera	937
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And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,
Chairman.

Provincial Road Committee's Office,
Kandy, November 14, 1927.

Arambakade-Bokkawela Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," will on Saturday, December 10, 1927, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government contribution	Rs. 1,000.00
Private contribution	Rs. 3,557.50

1st to 2nd section, 2 miles.

Proprietors or Agents.	Estates.	Acreage.
K. B., L. B., and R. B. Girihagama	Uplands	50

1st to 3rd section, 3 miles.

T. A. Mendis	Gallannawatte	42
Kalu Duraya	Gallannawatte and Walatenna	52

1st to 4th section, 4 miles.

J. Ferguson (H. C. S. Heath, acting)	Maousawa	153
--------------------------------------	----------	-----

1st to 5th section, 5 miles.

E. H. Wijenaike	Lilly Valley	69
G. J. F. Percival	Pathirade	269
F. C. Theobald	Maylene	140

1st to 6th section, 5 miles 29 chains and 36 feet.

H. A. McMullin	Tipperary, Fernhill, Dangolla, and Nova Zembla	282
K. M. A. Abdul Cader Lebbe	Ginigathelewatta	54
F. W. de Vos	St. Anthony	25
L. W. A. de Soysa	Bokkawela	107
J. Ferguson (H. C. S. Heath)	Morankande	1,580

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

W. L. KINDERSLEY,
Chairman.

Provincial Road Committee's Office,
Kandy, November 14, 1927.

Galagedara-Heenabowa Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance," will on Saturday, December 10, 1927, at 9.45 A.M., at their office in Kandy, proceed to assess the estates below to make up the private contributions:—

Government contribution	Rs. 2,400.00		
Private contribution	Rs. 5,800.00		
		Rs. 8,200.00	

1st mile	Rs. c.	7th mile	Rs. c.
2nd mile	850 81	7th to 11½ miles	420 25
3rd mile	772 24		4,035 10
4th mile	695 3		
5th mile	478 92	Total	8,200 0
6th mile	488 68		
	458 97		

1st section, 0-1 mile.			
Proprietors or Agents.	Estates.	Acreage.	
Dr. Gray	Pamunuwe Group	45	
D. C. Weerasinghe	Tenneiwatta	27	
W. Madawela	Galagedara	197	
1st to 2nd section, 2 miles.			
Francis J. Holloway	Trafford Hill Group	727	
E. Winter and M. S. Furlong.	Majuba Hill	58	
A. Hamilton Harding	Betworth	237	
C. Paranagama	Allugolla	95	
Wijesinghe	Ratalanka	100	
L. B. Malwatugoda	Kandewatta	70	
J. P. B. Weragama	Nagashena	24	
1st to 3rd section, 3 miles.			
P. B. Ratwatta	Meddagoda	45	
E. Winter	St. George	100	
R. Naide	Dea-ella	20	
Do.	Kinigama	23	
1st to 4th section, 4 miles.			
E. Winter and Dr. Gray	Uduwakanda	98	
1st to 6th section, 6 miles.			
J. P. B. Weragama	Galdola	100	
5th to 12th section, 7½ miles.			
Gordon Frazer & Co. (J. C. Pike)	Aliuta	400	
7th to 12th section, 5½ miles.			
D. Amaratunga	Kudameeriya No. 1	48	
H. J. Perera	Kudameeriya No. 2	38	
Dr. Wijenaika	Aludeniya	42	
8th to 12th section, 4½ miles.			
Heirs of Harold Stevenson and Stanley Hillman	Mēegastenna	426	
D. H. D. Ameratunga and D. W. S. Wijeyasingha	Pussegodra	70	
D. H. D. Ameratunga and H. J. Perera	Battuwatta	32	
Stanley Hillman	Bogashena	146	
L. A. Ewart (H. Gray)	Millagastenna	255	
H. M. Mutu Banda	Pallipolla	35	
H. Gray	Sarmeydilla	55	
9th to 12th section, 3½ miles.			
Gordon Frazer & Co.	Coodagala	329	
L. R. Lawton	Letchime	127	
A. Sellamootoo	Kandamee and Vanilla	75	
10th to 12th section, 2½ miles.			
Sri Narayana Mudiyansele			
Ukku Banda	Dedunupitiya	21	
J. W. Janis Silva	Godatale	98	
Do.	Dedunupitiya No. 2	30	

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

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, November 14, 1927.

Embilmegama-Alagalla Estate Cart Road.

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 maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," will on Saturday, December 10, 1927, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 819.00
Private contributions	Rs. 2,110.07

1st section, 1 mile.		
Proprietors or Agents.	Estates.	Acreage.
C. R. T. Sangster	Sindoorankande	135½
Do.	Geragama	356½
5th and 6th sections, 1½ miles.		
C. R. T. Sangster	Kottegodde	105
W. R. Hancock	Andiatenna	220
6th section, ½ mile.		
W. R. Hancock	Tismoda	460

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

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, November 15, 1927.

Glenlyon-Preston Branch Road.

NOTICE is hereby given that, in terms of "The Branch Roads Ordinance, No. 14 of 1896," a General Meeting of the proprietors or resident managers of the estates interested in the above road will be held at Glenlyon Club on Tuesday, December 20, 1927, at 4 P.M., for the purpose of electing a Local Committee, which shall consist of not less than three nor more than five members and which shall hold office for two years.

Notice is also given that the Local Committee, as soon as elected, will consider:—

1. Election of Chairman, Local Committee.
2. To pass estimate for the maintenance of the road for 1927-28.
3. To report to the Provincial Road Committee, with regard to—

- (a) The names of estates (with their acreages) which are interested in and which use the road.
- (b) The sections of the road used by these estates.
- (c) The names of proprietors, resident managers, or superintendents, and of the agents of these estates for the assessment of the moiety of cost of maintenance for the year ending September 30, 1928.

N.B.—The General Meeting shall consist of such number of proprietors or resident managers within the district as shall represent not less than one-third acreage.

E. R. SUDBURY,
Provincial Road Committee's Office, for Chairman.
Kandy, November 21, 1927.

Election of Members, District Road Committee, Kandy.

NOTICE is hereby given that, under the 26th clause of the Ordinance No. 10 of 1861, all persons intending to offer themselves as candidates for the office of European, Burgher, or Ceylonese Member of the District Road Committee of Kandy for the years 1928, 1929, and 1930 are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee for the Central Province at least 10 days before the day of election. The election will be held on December 12, 1927, at 10.30 A.M., at the Kandy Kachcheri.

E. R. SUDBURY,
Secretary.
Office of the Provincial Road Committee,
Kandy, November 22, 1927.

Branch Roads in Dimbula District.

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee of the above roads will be held at the Glenlyon Club on Tuesday, December 6, 1927, at 3.30 p.m.

Business.

1. To pass estimates for the maintenance of the roads for 1927-28.

2. To report to the Provincial Road Committee with regard to—

- (a) The names of estates (with their acreages) which are interested in and which use the roads.
- (b) The sections of the roads used by these estates.
- (c) The names of proprietors, resident manager, or superintendents, and of the agents of these estates—

for the assessment of moiety of cost of maintenance for the year ending September 30, 1928—

Glenlyon Junction Agran Branch Road.
Railway Gorge Branch Road.
Wallaha Branch Road.

Provincial Road Committee's Office, E. R. SUDBURY,
Kandy, November 21, 1927. for Chairman.

Election of Members, District Road Committee, Matale.

NOTICE is hereby given that, under the 26th clause of the Ordinance No. 10 of 1861, all persons intending to offer themselves as candidates for the office of European, Burgher, or Ceylonese Member of the District Road Committee of Matale for the years 1928, 1929, and 1930 are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee for the Central Province at least ten days before the day of election.

The election will be held on December 12, 1927, at 10.30 a.m., at the Matale Kachcheri.

E. R. SUDBURY,

Office of the Provincial Road Committee, Secretary,
Kandy, November 22, 1927.

Election of Members, District Road Committee, Nuwara Eliya.

NOTICE is hereby given that, under the 26th clause of the Ordinance No. 10 of 1861, all persons intending to offer themselves as candidates for the office of European, Burgher, or Ceylonese Member of the District Road Committee of Nuwara Eliya for the years 1928, 1929, and 1930 are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee for the Central Province at least ten days before the day of Election.

The election will be held on December 12, 1927, at 10.30 a.m., at the Nuwara Eliya Kachcheri.

E. R. SUDBURY,
Secretary.

Office of the Provincial Road Committee,
Kandy, November 22, 1927.

Rambadagalla-Keppitigala Estate Road.

NOTICE is hereby given, in terms of section 18 of "The Estate Roads Ordinance, No. 12 of 1902," that a meeting of the Local Committee of the above road and of the proprietors or resident managers of the estates concerned will be held at the Marlbe Estate Factory on December 12, 1927, at 9.30 a.m.

Business.

1. To frame and pass estimate for the maintenance of the road for 1927-28.

2. To report to the Provincial Road Committee with regard to—

- (a) The names of the estates (with their acreages) which are interested in and which use the road;
- (b) The sections of the road used by these estates;
- (c) The names of the proprietors, resident managers, or superintendents, and of the agents of these estates for the assessment of the cost of maintenance for the year ending September 30, 1928.

Keppitigala Group, M. R. HARRIS,
Matale, November 22, 1927. Chairman, Local Committee.

Election of Members, District Road Committee, Hambantota.

NOTICE is hereby given that, under the 26th clause of the Ordinance No. 10 of 1861, all persons intending to offer themselves as candidates for the office of European, Burgher, and Ceylonese Member of the District Road Committee of Hambantota for the years 1928, 1929, and 1930 are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee for the Southern Province at least ten days before the day of election.

The election will be held on December 14, 1927, at 10.30 a.m., at the Hambantota Kachcheri.

Road Committee Office, K. VAITHIANATHAN,
Galle, November 22, 1927. Secretary.

Pilikade-Handurukkanda Estate Road.

NOTICE is hereby given in terms of "The Estate Roads Ordinance, No. 12 of 1902," section 18, that a meeting of the Local Committee of the above road and of the proprietors or resident managers of the estates concerned will be held at the Kurunegala Resthouse on December 3, 1927, at 9 a.m.

Business.

To consider and report to the Provincial Road Committee with regard to:—

- (1) The sections into which the road is to be divided for upkeep assessment.
- (2) The estates which in their opinion are interested in and will use each section of the road or any part thereof.
- (3) The acreage of the land belonging to each estate.
- (4) The names of the proprietors, resident managers, or superintendents and of the agents of these estates.
- (5) To consider the estimate for Rs. 1,500 for upkeep of the road during 1927-28.

O. F. PAYNE,
Handurukkanda Estate, Chairman, Local Committee.
Kurunegala, November 17, 1927.

Tuntota-Mandakondana Estate Road.

NOTICE is hereby given, in terms of section 5 of the Estate Roads Ordinance, No. 12 of 1902, that a proposal having been made to include the following estates among the estates liable for assessment for the above road, the Provincial Road Committee will on December 17, 1927, at 10.15 a.m., at the Kurunegala Kachcheri, proceed to re-define the limits of the district to include these estates, and at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions:—

1st to 2nd section, 1 mile.		
Proprietors or Agents.	Estates.	Acreage.
Sarha Cornella Randeni,		
Albert Herat Randeni,		
and Mary Nona	.. Mahawatta	30
Mr. William Amerasekara	Yalakandawatta	150
Panditaratna Mudiyanse-		
lage Ukku Banda Appu-	.. Madanghamulawatta	
hamy	Palughamulawatta	40
G. H. Sandaratna, Punchi		
Singho, and Dingiri		
Menika	.. Wewahenawatta	25
A. T. Joranis, Vedarala and		
Appuhamy	.. Thanandaluwawatta	50
E. Fernando	.. Dorabaywatta	60
1st to 3rd section, 1½ miles.		
Mellawa Mudiyanse-		
lage Ukku Banda Appu-		
hamy	.. Kongahamulawatta	20

1st to 5th section, 2½ miles.		Acreage.
Proprietors or Agents,	Estates.	
H. M. Bandappuhamy, H. M. Kapuruhamy, and H. M. Podi Nona	Karandawila	25
Pana Omaru Lebbe	Korakahawetiyewatta	23
Thamby Lebbe Gurunne- lage Ahamadu Lebbe	Kosgahamulawatta	25
P. Uduma Lebbe and P. Casi Lebbe	Ennawatta <i>alias</i> Pathinchiwatta	24
Sayna Adusamadu Mow- lana	Pathinchiwatta	24
P. K. Don Migol Appuhamy and Bastian Appuhamy	Beliwettiyewatta	25
A. Fernando and P. Fernando	Habahenawatta	22
S. M. Gorthihamy, Kiri Banda, Bandappu, and Mudalihamy	Agarawatta	60
K. Thambia	Galahenawatta	30
K. Mulluwa	Mahadungahamulawatta	28
Appuhamy (Vederala) and Banda	Kadiwatta	21
P. M. Mudalihamy (Vede- rala)	Paragahamullawatta	22
H. M. Ranhamy (Coroner)	Kongahahenyaya	22
P. M. Herathamy, Heras Singho, and Ukku Banda	Gorokgahamulawatta	40
J. M. S. Peries	Galwanegarewatta	20
Edirisingha Arachchilage	Kahatagahamulawatta	35
Rapial Arachchi	Ennawatta	22
Ena Isma Lebbe	Nugagahamulawatta	50
Mrs. D. Jayawardana	<i>alias</i> Siyambalagaha- mulawatta	50

1st to 8th section, 4 miles.

T. W. M. Gunasekera	Thalgahamulawatta	22
S. M. Ukku Banda, <i>ex</i> Korala	Ennawatta <i>alias</i> Pathinchiwatta	72
M. P. Appuhamy	do.	30
Jamis Manchanayaka	Welgalawatta	25
Dr. Charles Fernando	Kabalagasagare	100
Mr. A. E. Aserappa	do.	100
Mr. Leo Fernando	do.	70
S. M. Banda, Vidane	Ennawatta	40
Mr. Horan, Inspector	Horagasagarewatta	40

W. ABEYAWARDANE,

Provincial Road Committee's Office, for Chairman.
Kurunegala, November 18, 1927.

Bevilla-Digowa Estate Cart Road.

IT is hereby notified that, under section 17 (1) of "The Estate Roads Ordinance, No. 12 of 1902," the under-mentioned gentlemen have been appointed to form the Local Committee to perform the duties imposed upon such Committee by the said Ordinance in respect of the above road for two years, namely, from October 10, 1927, to October 10, 1929:—

(1) Messrs. Frank Murray, Chairman; (2) T. A. D. S. Wijeyeratne; and (3) D. L. Welikala.

Provincial Road Committee,
Ratnapura, November 10, 1927.J. M. DE SILVA,
for Chairman.

Dehiowita-Deraniyagala Branch Road.

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 erection of a 30-feet span bridge over Halgahawalagawa-oya and deviating the road from peg 43, 8th mile, Dehiowita-Deraniyagala road, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of

sections 19 and 23 of "The Branch Roads Ordinance, No. 14 of 1896," have assessed the under-mentioned estates to make up the private contributions:—

DEHIOWITA-DERANIYAGALA ROAD.

Special Warrant No. 20.

Government moiety	Rs. 10,500·00
Private contributions	Rs. 10,500·00

Total acreage, 9,964½—Moiety of cost, Rs. 10,500·00—
Rate per acre, 105·3740c.

		Total Assessment.	
Proprietors or Agents.	Estate.	Acreage.	Rs. c.
Deraniyagala Group:—218			
Mr. Allan Drieberg, Alfred place, Colombo (Mr. Rosslyn Koch, Agent)	Yakgalla	82	86 40
Mr. F. Foenander, Clifford place, Bam- balapitiya, Colombo, (Mr. Rosslyn Koch, Agent)	Jacklyn	49	51 63
Mr. Rosslyn Koch	Pandeniya	57	60 6
Mr. M. Perera, Muda- liyar, Kotahena, Colombo	Panawalkanda	30	31 61
Mr. L. Archdale, Lassa- hena, Dehiowita	Lovedale	83	87 46
Messrs. Gordon Frazer & Co., Colombo	Panakura	245	258 17
Rubber Securities, Ltd. (Messrs. Harrisons & Crosfield, Agents)	Maligatenna	161½	170 18
Yatapolla Estate, Ltd. (Messrs. Gordon Frazer & Co., Agents)	Yatapolla	307	323 50
Mr. L. Archdale, Agent and Superintendent	Paladeniya	160	168 60
Udapola Rubber Com- pany of Ceylon, Ltd. (Messrs. Gordon Frazer & Co., Agents)	Udapola	833	877 77
Messrs. Aitken, Spence & Co., Colombo	Maliboda	2,300	2,423 60
New Chatel Estates, Ltd. (Messrs. Aitken, Spence & Co., Colombo, Agents)	Liniyagala	890	937 83
Lassahena Rubber Com- pany, Ltd. (Messrs. Aitken, Spence & Co., Agents)	Lassahena	574	604 85
Mrs. J. S. Wilson, Mr. B. M. Selwyn, Resi- dent Manager	Kippen	60	63 22
Udabage Korala and family	Bopekanda	114	120 12
Messrs. Boustead Bro- thers, Agents	Miyanawita Company	556	585 88
Messrs. Aitken, Spence & Co.	Velihinda	364	383 57
Messrs. Lee, Hedges & Co., Colombo	Noori	826	870 39
Anhitiyagama Syndicate Mr. D. C. Wijewardena, Darley road, Colombo	Anhitiyagama	462	486 83
Messrs. Harrisons & Crosfield, Colombo	Kosgahakanda	1,108	1,167 55
	Dabar	703	740 78
Total Acreage		9,964½	10,500 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before January 15, 1928.

J. M. DE SILVA,
Provincial Road Committee's Office for Chairman.
Ratnapura, November 22, 1927.

Bevilla-Digowa Estate Cart Road.

WHEREAS the Provincial Road Committee of the Province Sabaragamuwa, acting under the provisions of section 5 of the Estate Roads Ordinance, No. 12 of 1902, by resolution (111) of October 26, 1926, altered and varied the limits of the district in respect of the Bevilla-Digowa Estate Cart Road, by including the estates called and known as (1) Egodakanda, (2) Labuelligoda, (3) Andapane, and (4) Tippolewatta, as being liable to be assessed for repair and upkeep of the said road as proposed in the notice dated September 16, 1926, and published in the *Government Gazettes* Nos. 7,547 and 7,548 of September 24 and October 1, 1926, respectively; whereas the said estates have become bound and liable, under the provisions of the said Ordinance, for payment of shares of cost of construction amounting to Rs. 100,212·60, which they would have been liable to pay had the said estates been originally included in the district for the construction of the road; whereas the Local Committee for the said road have assessed and apportioned the shares so payable by the said four estates at Rs. 2,214·52, viz., Egodakanda Rs. 395·45, Labuelligoda Rs. 790·90, Andapane Rs. 553·63, and Tippolewatta Rs. 474·54, as shown under the column total in the schedule hereto annexed marked A; and whereas the Provincial Road Committee, Sabaragamuwa, at the meeting held on October 29, 1927, have confirmed the said assessment and apportionment, and acting under section 6 of the said Ordinance, the proprietors of the said four estates are hereby required to pay the said amounts to Mr. Frank Murray of Digowa estate, Parakaduwa, the Chairman of the Local Committee for the said road, on or before December 31, 1927, to be divided among the proprietors of the eight estates which have previously paid construction assessment appearing in the schedule hereto annexed marked B, as provided under section 21 (a) of the said Ordinance.

Provincial Road Committee,
Ratnapura, November 11, 1927.

J. M. DE SILVA,
for Chairman.

Schedule A referred to.

Proportion payable for cost of construction of Bevilla-Digowa Estate Cart Road after the new estates Egodakanda, Labuelligoda, Andapane, and Tippolewatta are added to the district:—

Proprietors or Agents.	Estates.	Acreage.	General Charges			Total.	
			on Sections A and B.	A. Section.	B. Section.		C. Section.
			Rs. c.	Rs. c.	Rs. c.	Rs. c.	
Nagolla (Ceylon) Rubber & Tea Plantation, Ltd. (Messrs. Carson & Co., Agents)	Manikanda	480	2,798 35	8,628 61	6,986 65	12,319 86	30,733 47
Messrs. L. Bayly and R. G. Talbot, Digowa, Parakaduwa	Digowa	560	3,483 70	10,741 35	8,697 30	14,373 17	37,295 52
Mr. D. D. Pedris, Vimal Villa, Colombo	Donrill	130	448 23	1,382 15	1,119 13	3,336 62	6,286 13
The Walkanda Rubber Company, Ltd. (Messrs. Lewis Brown & Co., Agents)	Tatuwalakanda	440	2,176 88	—	5,435 81	11,293 20	18,905 89
Mr. T. A. de S. Wijeratna, Gaffoor buildings, Fort, Colombo	Pannila	185	—	—	—	2,926 35	2,926 35
Messrs. D. C. Wijewardena and D. L. Welikala, Proctor, Avissawella	Pathberiya	67	—	—	—	1,059 82	1,059 82
Mr. C. C. Wijetunga, Rosmund Cottage, Brighton place, Bambalapitiya	Gangaturiya	30	—	—	—	474 54	474 54
Mr. W. S. Kadigawa, Panawera, Eheliyagoda	Kirigalla	20	—	—	—	316 36	316 36
Mr. R. S. Ratnayaka, Panadure	Egodakanda	25	—	—	—	395 45	395 45
Mr. Richard Salgado, Panadure	Labuelligoda	50	—	—	—	790 90	790 90
Do.	Andapane	35	—	—	—	553 63	553 63
Mr. Abeyesingha Achchige Don Suwaris Appuhamy, Kesbewa	Tippolewatta	30	—	—	—	474 54	474 54
	Total	2052	8,907 16	20,752 11	22,238 89	48,314 44	100,212 60

Summary of Construction Assessments.

	1915.	1916.	1919.	1920.	1927.
	1st Assessment.	2nd Assessment.	3rd Assessment.	4th Assessment.	5th Assessment.
	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.
Manikanda	18,387 40	15,889 43	31,898 75	31,798 3	30,733 47
Digowa	22,761 87	19,670 69	39,709 36	39,584 2	37,295 52
Donrill	—	—	5,109 60	5,093 46	6,286 13
Tatuwalakanda	7,409 2	12,042 23	18,104 56	18,026 8	18,905 89
Pannila	—	4,051 96	3,502 74	3,461 22	2,926 35
Pathberiya	—	—	1,303 80	1,288 34	1,059 82
Gangaturiya	—	—	583 79	576 87	474 54
Kirigalla	—	—	—	334 58	316 36
Egodakanda	—	—	—	—	395 45*
Labuelligoda	—	—	—	—	790 90*
Andapane	—	—	—	—	553 63*
Tippolewatta	—	—	—	—	474 54*
Total	48,558 29	51,654 31	100,212 60	100,212 60	100,212 60

Schedule B.

The amount of assessment apportioned to the four new estates now added to the district of this road, viz., Rs. 2,214.52 is to be refunded to the proprietors of the estates who paid originally for the construction of this road, as below:—

Estates.	Acreage.	Amounts. Rs. c.
(1) Manikanda	480	555 94
(2) Digowa	560	648 60
(3) Donrill	130	150 57
(4) Tatuwalakanda	440	509 61
(5) Pathberiya	67	77 61
(6) Gangaturiya	30	34 76
(7) Kirigala	20	23 16
(8) Pannila	185	214 27
		<u>2,214 52</u>

TRADE MARKS NOTICES.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncancelled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 3,919.

(2) Date of Receipt: July 27, 1927.

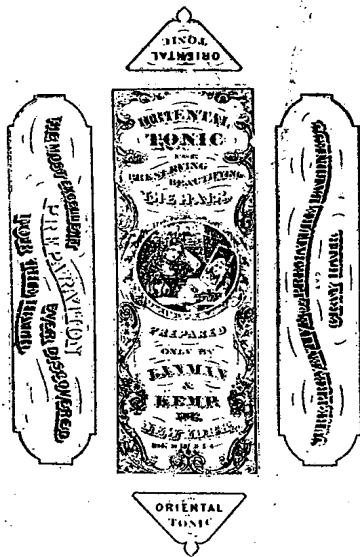
(3) Applicant (Proprietor of the Trade Mark): LANMAN & KEMP INCORPORATED (a Company incorporated under the laws of the City of New York), New York, United States of America; Manufacturers.

(4) Address for service in the Island: J. M. Pereira, Proctor Supreme Court, 65, Bristol buildings, Fort, Colombo.

(5) Class: Forty-eight.

(6) Goods: A preparation for the hair.

(7) Representations of the Trade Mark:



Registrar-General's Office,
Colombo, November 16, 1927.

C. COOMARASWAMY,
Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncancelled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 3,986.

(2) Date of Receipt: September 29, 1927.

(3) Applicant (Proprietor of the Trade Mark): JOSEPH RAJADORAI PETER & VICTOR CASIE CHITTY, trading as "PETER & CASIE CHITTY," Kayman's gate, Pettah, Colombo; Bottling Contractors.

(4) Address for service in the Island, if any:—

(5) Class: Forty-three.

(6) Goods: Fermented liquors and spirits.

(7) Representation of the Trade Mark:



Registrar-General's Office,
Colombo, November 9, 1927.

C. COOMARASWAMY,
Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 3,990. *Rs 8/-*

(2) Date of Receipt : October 6, 1927.

(3) Applicant (Proprietor of the Trade Mark) : C. S. ANTONY, trading as "C. S. ANTONY & COMPANY," Chartered Bank buildings, Fort, Colombo ; Importers and Exporters.

(4) Address for service in the Island, if any : *Rs 15/40*

(5) Class : Forty-two.

(6) Goods : Tea.

(7) Representation of the Trade Mark :



Registrar-General's Office,
Colombo, November 16, 1927.

C. COOMARASWAMY,
Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,025. *Rs 12/-*

(2) Date of Receipt : October 29, 1927.

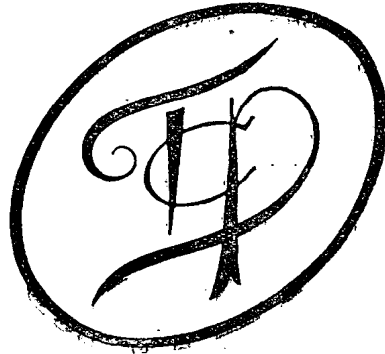
(3) Applicant (Proprietor of the Trade Mark) : THE BRITISH ALKALOIDS LIMITED (a Company duly incorporated under the laws of Great Britain), 104, Winchester House, Old Broad Street, London, England ; Manufacturing Chemists.

(4) Address for service in the Island : Julius & Creasy, Colombo.

(5) Class : Two.

(6) Goods : Chemical substances used for agricultural, horticultural, veterinary, and sanitary purposes, all manufactured in Great Britain.

(7) Representation of the Trade Mark :



E. R. DE SILVA,
Registrar-General's Office, Registrar of Trade Marks.
Colombo, November 23, 1927.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,027. *Rs 8/-*

(2) Date of Receipt : November 8, 1927.

(3) Applicant (Proprietor of the Trade Mark) : PHOENIX HOSIERY COMPANY (a Corporation organized and existing under the laws of the State of Wisconsin), 216-220 Broadway, City of Milwaukee, State of Wisconsin, United States of America ; Manufacturers.

(4) Address for service in the Island : Julius & Creasy, Colombo.

(5) Class : Thirty-eight.

(6) Goods : Clothing of all kinds.

(7) Representation of the Trade Mark :

PROFILE

E. R. DE SILVA,
Registrar-General's Office, Registrar of Trade Marks.
Colombo, November 23, 1927.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,028. *Rs 1/-*

(2) Date of Receipt : November 8, 1927.

(3) Applicant (Proprietor of the Trade Mark): PHOENIX HOSIERY COMPANY (a Corporation organized and existing under the laws of the State of Wisconsin), 216-220, Broadway, City of Milwaukee, State of Wisconsin, United States of America; Manufacturers.

(4) Address for service in the Island: Julius & Creasy, Colombo.

(5) Class: Thirty-eight.

(6) Goods: Clothing of all kinds.

(7) Representation of the Trade Mark:

SLANTEEL

E. R. DE SILVA,
Registrar-General's Office, Registrar of Trade Marks,
Colombo, November 23, 1927.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncancelled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,029.

(2) Date of Receipt: November 8, 1927.

(3) Applicant (Proprietor of the Trade Mark): PHOENIX HOSIERY COMPANY (a Corporation organized and existing under the laws of the State of Wisconsin), 216-220, Broadway, City of Milwaukee, State of Wisconsin, United States of America; Manufacturers.

(4) Address for service in the Island: Julius & Creasy, Colombo.

(5) Class: Thirty-eight.

(6) Goods: Hosiery and clothing of all kinds.

(7) Representation of the Trade Mark:

Ser-fon

E. R. DE SILVA,
Registrar-General's Office, Registrar of Trade Marks,
Colombo, November 23, 1927.

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