



THE CEYLON GOVERNMENT GAZETTE

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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. XXVII. issued to-day.

COLOMBO :

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PROCLAMATIONS BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

Z 10/26

A PROCLAMATION.

HUGH CLIFFORD.

KNOW Ye that We, the Governor, in pursuance of the powers in Us vested by section 2 of "The Trade Marks Ordinance, No. 15 of 1925," do hereby appoint the First day of January, 1927, as the date on which the aforesaid Ordinance shall come into operation.

Colombo, December 6, 1926.

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.

GOD SAVE THE KING.

BY HIS EXCELLENCY THE GOVERNOR.

L 270/26

A PROCLAMATION.

HUGH CLIFFORD.

WHEREAS by a Proclamation bearing date September 16, 1892, a tract of forest land, as set forth in the schedule to the said Proclamation and within the limits therein specified and set forth, was, under the provisions of section 19 of "The Forest Ordinance, 1885," declared to be a reserved forest, and under section 34 of the aforesaid Ordinance lot 3771 in preliminary plan No. 7,658 with certain other lots was declared to be a village forest:

And whereas it appears to Us expedient that certain portions of the said land so reserved as aforesaid should cease to be reserved:

Now know Ye that We, the Governor of Ceylon, in exercise of the powers in Us vested by sub-section (2) of section 6 of Ordinance No. 16 of 1907, do hereby direct that the portions of the said land specified and set forth in the schedule hereto shall cease to be reserved as from and after the date hereof.

And We do in all other respects confirm the said Proclamation of September 16, 1892.

Colombo, December 10, 1926.

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

Portions of the unlotted stream reservation for Kalatuwawa-ela and lot 107 in preliminary plan No. 7,650, which are surveyed and now described as lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, and 40 in preliminary plan No. 3,445 dated November 3, 1924, authenticated by F. J. Salmon, Esq., for A. J. Wickwar, Esq., Surveyor-General, situated in the village Kalatuwawa in Palle pattu of Kuruwiti korale, in the District of Ratnapura, Province of Sabaragamuwa, and bounded as follows:—

North.—By Heen-ela, Kalatuwa-ela, Viyakerame-dola, and lot 41 in preliminary plan No. 3,445.

East.—By Uda-aswedduma claimed by H. Jamisappuhami, Halpandeniye-kumbura claimed by G. D. Hendrick-appuhami, Halpandeniye-kumbura claimed by H. Podiappuhami and others, Halpandeniye-watta claimed by K. Johnsinno and others, Halpandeniye-kumbura claimed by H. Paulis Appuhami, Halpandeniye-kumbura claimed by H. Babasinnoappuhami, Halpandeniye-watta claimed by H. Babasinnoappuhami, lot 28 in preliminary plan No. 3,445, Kalatuwa-ela, Watawalagawadeniya claimed by M. Jimanisappuhami, lots 21 and 19 in preliminary plan No. 3,445, Watawalagawawatta claimed by H. A. Kalatuwawa, Bakmigahaowitawatta claimed by L. Haramanisappuhami, Bakmigahaowita claimed by G. Podiappuhami and others, Radagewatta claimed by H. A. Kalatuwawa, Mahadeniya claimed by G. Podiappuhami and others, Bakmigahaowita claimed by G. Podiappuhami, Mahadeniye-pillewa claimed by G. Podiappuhami and Kalatuwa-ela (lot 105 in preliminary plan No. 7,650).

South.—By the Kalatuwa-ela.

West.—By Messankedeniya encroachment by H. Seetalahami, Messankedeniya claimed by H. Seetalahami, Tundolewatta claimed by H. Paulisappuhami, Godaparagahawatta claimed by H. Themis Appuhami, Delgahawatta claimed by E. Podiappuhami, Watawalagawadeniya claimed by D. H. Kalatuwawa and others, Watawalagawahena claimed by H. Themisappuhami, Watawalagawakumbura claimed by D. H. Kalatuwawa and others, Indigahawatta claimed by H. Babasinnoappuhami, Indigahakumbura claimed by H. Babasinnoappuhami, Ululugahawatta claimed by K. Johnsinno and others, and Ululugahawatta claimed by K. Bempisino and others (lot 13 in preliminary plan No. 7,650), containing in extent 15 acres 2 roods and 13 perches.

Portions of lots 3771, M 382½, and M 382¼ in preliminary plan No. 7,658, which are surveyed and now described as lots 1 and 2 in preliminary plan No. 3,478 dated February 19, 1925, authenticated by C. R. Lundie, Esq., for A. J. Wickwar, Esq., Surveyor-General, situated in the village Kalatuwawa East in Palle pattu of Kuruwiti korale, in the District of Ratnapura, Province of Sabaragamuwa, containing in extent 1 acre and 14 perches, and bounded as follows:—

North.—By lots M 382½, M 382¼ in preliminary plan No. 7,658.

East.—By lot M 382½ in preliminary plan No. 7,658 and lot 3769 in preliminary plan No. 7,659.

South.—By lots M 382½, M 382¼, and 3771 in preliminary plan No. 7,658.

West.—By lots 3771 and M 382½ in preliminary plan No. 7,658.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 403 of 1926.

IT is hereby notified that Mr. C. V. BRAYNE resumed duties as Government Agent, &c., Eastern Province, on December 5, 1926.

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.
Colonial Secretary's Office,
Colombo, November 13, 1926.

No. 404 of 1926.

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

Mr. R. JONES-BATEMAN to the office of Assistant Government Agent, Kandy, with effect from December 9, 1926, until further orders.

Mr. P. SARAVANAMUTTU to the office of Assistant at Mullaitivu to the Government Agent, Northern Province; District Judge, Commissioner of Requests, and Police Magistrate, Mullaitivu; Deputy Fiscal for the District of Mullaitivu; Assistant Collector of Customs, Mullaitivu; Master Attendant, Mullaitivu; Receiver of Wrecks, Mullaitivu; and Local Authority under the Petroleum Ordinance for the District of Mullaitivu, with effect from December 7, 1926, until further orders.

Mr. H. MELDER, Chief Clerk, Kurunegala Kachcheri, to act, in addition to his own duties, as Extra Office Assistant, Kurunegala Kachcheri, from December 11 to 21, 1926, inclusive, or until further orders.

Mr. H. W. ABEYWARDENE, Extra Office Assistant, Kurunegala Kachcheri, to act as Extra Office Assistant, Puttalam Kachcheri, from December 11 to 21, 1926, inclusive, or until further orders.

Mr. A. G. TILLEKERATNE to act as Assistant Postmaster-General, with effect from December 9, 1926, during the absence on leave of Mr. G. W. J. PRAAT, or until further orders.

The Hon. Mr. T. REID to act, in addition to his own duties, as Rubber Controller and President of the Rubber Restriction Board, with effect from December 3, 1926, until further orders.

Mr. D. V. ALTENDORFF, Superintendent of Police, Headquarters, to act as Deputy Inspector-General of Police (Provinces) for two months from December 15, 1926, during the absence of Mr. T. P. ATTYGALLE, on leave or until further orders.

Mr. R. ALUWIHARE to be Second Landing Surveyor, Customs, Colombo, with effect from December 4, 1926, until further orders.

Mr. C. P. WIJEYERATNE to act as Additional District Judge, Kalutara, on December 10, 1926.

Mr. R. Y. DANIEL to be Commissioner of Requests and Police Magistrate, Kalutara, and Additional District Judge, Kalutara, and Police Magistrate under

section 3 of Ordinance No. 4 of 1891 for the Revenue District of Kalutara, with effect from December 7, 1926, until further orders.

Mr. P. O. FERNANDO to the office of Commissioner of Requests and Police Magistrate, Panadure; Additional District Judge for the District of Kalutara under sections 56 and 57 of Ordinance No. 1 of 1889; and to be Police Magistrate under section 3 of Ordinance No. 4 of 1891 for the revenue district of Kalutara, with effect from December 3, 1926, until further orders.

Mr. A. DIAS ABEYSINGHE to act as Commissioner of Requests, Police Magistrate, and Municipal Magistrate, Galle and Additional District Judge, Galle, during the absence of Mr. N. E. ERNST, from December 3 to 6, 1926, inclusive, or until the resumption of duties by that officer.

The Hon. Mr. N. J. MARTIN to act as Commissioner of Requests and Police Magistrate, Chilaw, during the absence of Mr. S. S. NAVARATNAM, on December 11, 1926, or until the resumption of duties by that officer.

The Hon. Mr. A. H. E. MOLAMURE to act as Commissioner of Requests, Police Magistrate, and Additional District Judge, Ratnapura, during the absence of Mr. W. SANSONI, on December 12 and 13, 1926, or until the resumption of duties by that officer.

Mr. AELIAN W. PEREIRA to act as Municipal Magistrate, Colombo, during the absence of Mr. E. M. C. JOSEPH, on December 10 and 11, 1926, or until the resumption of duties by that officer.

Mr. A. DIAS ABEYSINGHE to act as Additional Police Magistrate, Galle, on December 15, 1926.

Mr. J. KADRAMATAMBY to act as Additional Police Magistrate, Batticaloa, from December 12 to 18, 1926, inclusive.

Mr. H. A. S. HAMER, Accountant, Ceylon Savings Bank, to act as Secretary, on December 6, 1926, during the absence on leave of Muhandiram K. W. Y. ATUKORALA, or until further orders.

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.
Colonial Secretary's Office,
Colombo, December 10, 1926.

No. of 405 1926.

HEADS of Departments are hereby authorized to accept the signature of Captain and Quartermaster E. FULCHER on behalf of the Staff Officer and Paymaster, Ceylon Defence Force, from December 1, 1926, until such time as the new Staff Officer is appointed.

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.
Colonial Secretary's Office,
Colombo, December 6, 1926.

No. 406 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 9 (1) of Ordinance No. 1 of 1923, to appoint Mr. GEORGE BROWN to be a Member of the Board of Indian Immigrant Labour, *vice* the Hon. Mr. J. W. OLDFIELD, resigned.

By His Excellency's command,

E. B. ALEXANDER,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, December 8, 1926.

No. 407 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 5 (1) of Ordinance No. 13 of 1898, to appoint Dr. A. M. SAMARASINGHE and Dr. C. T. WILLIAMS to be Official Members of the Local Boards of Kurunegala and Puttalam, respectively, with effect from December 1, 1926.

By His Excellency's command,

E. B. ALEXANDER,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, December 8, 1926.

No. 408 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. KUMARAVELAPODY THAMBIMUTTUPODY, Udayar, Manmunai South, to be, in addition to his own duties, an Inquirer for Manmunai South, in the District of Batticaloa, with effect from December 3, 1926, *vice* Mr. SINNATAMPIPODY MURUGESAPILLAI, deceased.

By His Excellency's command,

E. B. ALEXANDER,
Colonial Secretary's Office Acting Colonial Secretary.
Colombo, December 6, 1926.

No. 409 of 1926.

IT is hereby notified that under the provisions of sections 3 (1) (a) of "The Ceylon Medical Council Ordinance, No. 24 of 1924," HIS EXCELLENCY THE GOVERNOR in Executive Council has been pleased to nominate Lieut.-Colonel C. D. MYLES, O.B.E., M.B., Royal Army Medical Corps, as President of the Ceylon Medical Council, *vice* Lieut.-Colonel N. DUNBAR WALKER, who has left the Island.

By His Excellency's command,

E. B. ALEXANDER,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, December 7, 1926.

APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. WILLIAM CYRIL DOUGHTY PENTELOW as Additional Assistant Provincial Registrar of Births and Deaths and of Marriages (General) of Kegalla District division, in the Kegalla District of the Province of Sabaragamuwa, with effect from December 3, 1926, *vice* Mr. WALTER DOUGLAS GODSALL, transferred. His office will be at the Kacheheri, Kegalla.

By His Excellency's command,

E. B. ALEXANDER,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, December 3, 1926.

IT is hereby notified that BUSABADUGE JORONIS FERNANDO ABEYASUNDARE WICKRAMASURIYA, Registrar of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province, will, with effect from December 1, 1926, hold his office at Madamewatta in Bandarawatta, Beruwala, instead of at Elaowitawatta in Andigoda, Beruwala, as notified in the *Government Gazette* No. 7,316 of March 16, 1923.

H. E. BEVEN,
Registrar-General's Office, Registrar-General.
Colombo, November 30, 1926.

IT is hereby notified that I have appointed SWAMINATHEN ARUMANAYAGEM LIPTON as Deputy Medical Registrar of Births and Deaths of Panadure town division, in the Kalutara District of the Western Province, with effect from

December 2, 1926, *vice* ARUMAKUTTIGE LEWIS NENASENA WEERASEKERA, transferred. His office will be at the Civil Hospital, Panadure.

H. E. BEVEN,
Registrar-General's Office, Registrar-General.
Colombo, December 2, 1926.

IT is hereby notified that I have appointed ATTANAYAKA MUDIYANSELAGE PUNCHIBANDA (provisionally) as Registrar of Births and Deaths of Wegampattu division, and of Marriages (Kandyan and General) of Wellassa division of the Badulla District of the Province of Uva, with effect from December 7, 1926, *vice* JOHN BIBLE, deceased. His office will be at Watawanewatta in Kotagama.

H. E. BEVEN,
Registrar-General's Office, Registrar-General.
Colombo, November 26, 1926.

IT is hereby notified that GAJANAYAKA MUDIYANSELAGE DINGRI MAHATMAYA, Registrar of Births and Deaths of Yainna division, and of Marriages (Kandyan and General) of Atakalan korale division, in the Ratnapura District of the Province of Sabaragamuwa, will, with effect from December 10, 1926, hold his office at Pahalawatta in Hapurudeniya, instead of at Kanawinnegoda in Nugawela as notified in the *Government Gazette* No. 7,428 of November 7, 1924.

H. E. BEVEN,
Registrar-General's Office, Registrar-General.
Colombo, December 1, 1926.

THE following appointments, 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 PASKUWALGE DON SIMON PETER WICKRAMASINGHE to act as Registrar of Births and Deaths of Andiambalama division, and of Marriages (General) of Dasiyapattu of Alutkuru korale north division, in the Colombo District of the Western Province, for thirty days from November 28, 1926, during the absence of the Registrar, PASKUWALGE DON BARTHOLOMEUSZ JAMES WICKRAMASINGHE, on sick leave. His office will be at Diulgahawatta at Amandoluwa and additional office at Kekunegahawatta in Andiambalama.

The Additional Assistant Provincial Registrar, Colombo, has appointed KURUWITA ARACHCHIGE DON RATNASEKERA to act as Registrar of Births and Deaths of Mulleriyawa division, and of Marriages (General) of Adikaripattu of Hewagam korale division, in the Colombo District of the Western Province, for two days from December 2, 1926, during the absence of the Registrar, MUDALIGE DON CAROLIS, on leave. His office will be at Telabugahawatta in Mulleriyawa.

The Additional Assistant Provincial Registrar, Colombo, has appointed WALTER MARTINUS DE ALWIS to act as Registrar of Marriages (General) of Colombo town division, in the Colombo District of the Western Province, for December 2, 1926, during the absence of the Registrar, DON PETER EDMUND HETTIARATCHI, on leave. His office will be at the Kachcheri, Colombo.

The Additional Assistant Provincial Registrar, Colombo, has appointed SAMARATUNGA GUNAWARDANAKORALLAGE DON SEBASTIAN APPUHAMY to act as Registrar of Births and Deaths of Dalugama division, and of Marriages (General) of Adikari pattu of Siyane korale west division, in the Colombo District of the Western Province, for December 2, 1926, during the absence of the Registrar, DON SIMON JAYATILAKA, on leave. His office will be Kongahawatta in Petiyagoda.

The Additional Assistant Provincial Registrar, Colombo, has appointed EDMUND ARTHUR JAYASEKERA to act as Registrar of Marriages (General) of Colombo town division, in the Colombo District of the Western Province, for December 6, 1926, during the absence of the Registrar, PRYADASA DHARMASIRI RATNATUNGA, on leave. His office will be at the Registrar-General's Office, Colombo.

The Additional Assistant Provincial Registrar, Colombo, has appointed Dr. DON JAMES HECTOR FERDINANDO to act as Registrar of Births and Deaths of Colombo town No. 2A Division, in the Colombo District of the Western Province, for two days from December 6, 1926, during the absence of the Registrar, Dr. ADOLPHUS SIMON PETER FERNANDO, on leave. His office will be at 4/24, Rifle street, Slave Island.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed MAYAKADUWEGE CORNELIS APPUHAMY to act as Registrar of Births and Deaths of Medapane korale division, and of Marriages (General) of Kotmale (excluding the portion in Gravets) division, in the Nuwara Eliya District of the Central Province, for six days from December 2, 1926, during the absence of the Registrar, WARAHENE LIYANAGE SUGATHADASA DE ALWIS GUNETILAKA, on leave. His office will be at Hedunawa in Kalapitiya.

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, on December 8, 1926, 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, Matara, has appointed DON CHARLES KUMASARU to act as Registrar of Births and Deaths of Ranchagoda division, and of Marriages (General) of Kandaboda pattu division, in the

Matara District of the Southern Province, for twenty days from December 1, 1926, during the absence of the Registrar, DON NICHOLAS KUMASARU, on leave. His offices will be at Munahingewatta in Ranchagoda and Mahagedarawatta in Horapawita.

The Additional Assistant Provincial Registrar, Matara, has appointed JINADASA ABEYSIRIWARDENA to act as Registrar of Births and Deaths of Meda Vijangoda division, and of Marriages (General) of Gangaboda pattu division in the Matara District of the Southern Province, for fourteen days from December 1, 1926, *vice* NICHOLAS RASAPUTTARAM, resigned. His offices will be at Bisopattuwegehenewatta in Yatiyana and Maragahahenawatta in Komangoda.

The Additional Assistant Provincial Registrar, Hambantota, has appointed SIRISENA SAMARAKON SINGAPPULI to act as Registrar of Births and Deaths of Kahawatta Upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, on November 29, 1926, during the absence of the Registrar, JOHANNES ABRAHAM SINGAPPULI, on leave. His office will be at Angahawatta in Mahahilla; additional offices: Galhiressewatta in Waharaggoda.

The Provincial Registrar, Jaffna, has appointed KATHIR KAMAR VELAYUTAR to act as Registrar of Marriages (General) of Karaichchi division, in the Jaffna District of the Northern Province, for four days from December 3, 1926, during the absence of the Registrar, MICHAELPILLAI JOSEPH PILLAI NAYAGAM, on leave. His office will be at Sarathivilasam in Navatkokkadiyan.

The Assistant Provincial Registrar, Mullaitivu, has appointed Dr. JEREMIAH SABARATNAM AMARASINNAM to act as Medical Registrar of Births and Deaths of Mullaitivu town division, in the Mullaitivu District of the Northern Province, for eighteen days from December 1, 1926, during the absence of the Medical Registrar, Dr. SATHASIVAM PONNIAH, on leave. His office will be at the Civil Hospital, Mullaitivu.

The Assistant Provincial Registrar, Mullaitivu, has appointed KASITTAMPI UDAIYAR MAPPANAR to act as Registrar of Births and Deaths of Karunaval pattu south and Udayavur North divisions, and of Marriages (General) of Vavuniya North division, in the Mullaitivu District of the Northern Province, for four days from December 3, 1926, during the absence of the Registrar, KASITTAMPI UDAIYAR KAILASAPILLAI, on leave. His office will be at Udayavalavu, Karuppaddamurippu.

The Assistant Provincial Registrar, Batticaloa District, has appointed MUKAMMATUTAMPI MARICAR MUKAIYATIN ABDUL CARIM to act as Registrar of Births and Deaths of Manmunai East (North-Central) division, in the Batticaloa District of the Eastern Province, for fifteen days from December 3, 1926, *vice* Registrar, AKAMATU-LEVVAI MOHAYADEENLEVVAI, deceased. His office will be at Kattankudy.

The Assistant Provincial Registrar, Trincomalee, has appointed VALLIPURAMPILLAI MUDALIYAR COOMARASWAMY to act as Registrar of Marriages (General) of Trincomalee town and Gravets division, in the Trincomalee District of the Eastern Province, for four days from December 2, 1926, during the absence of the Registrar, CHINNATAMBY ARUMUGAM, on sick leave. His office will be at the Land Registry and Jasmine Lodge, Division No. 1, Trincomalee.

The Assistant Provincial Registrar, Trincomalee, has appointed VALLIPURAMPILLAI MUDALIYAR COOMARASAMY to act as Registrar of Marriages (General) of Trincomalee town and Gravets division, in the Trincomalee District of the Eastern Province, for five days from December 6, 1926, during the absence of the Registrar, CHINNATAMBY ARUMUGAM, on sick leave. His office will be at the Land Registry and Jasmine Lodge, Division No. 1, Trincomalee.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed SENEVIRATNE KUDA BANDA to act as Registrar of Births and Deaths of Ithalawisideke korale west division, and of Marriages (General) of Hiriyala hatpattu division, in the Kurunegala District of the

North-Western Province, for three days from December 1, 1926, during the absence of the Registrar, HITINAYAKE MUDIYANSELAGE DINGIRI BANDA, on leave. His office will be at Moragasgoda.

The Assistant Provincial Registrar, Badulla, has appointed YAPA-ARACHCHIGE DON CHARLES GUNATILAKE to act as Registrar of Births and Deaths of Buttala division, and of Marriages (General) of Buttala division, in the Badulla District of the Province of Uva, for fifteen days from November 28, 1926, during the absence of the Registrar, DON WAKRISTA WILLIAM APPUHAMY, on leave. His office will be at Udumullegedera in Happoruwa with an additional office at Galewatta in Kataragama during the last week of every month.

The Provincial Registrar, Ratnapura, has appointed DIWELWATTEGAMAGE BABY SINNO GUNASEKERA to act as Registrar of Births and Deaths of Bambarabotuwa division, and of Marriages (General) of Nawadun korale division, in the Ratnapura District of the Province of Sabaragamuwa, for eleven days from December 8, 1926, during the absence of the Registrar, DEWENIGODAGAMAGE DON JAMES PITIDUWA, on leave. His office will be at Idametenna in Kadurugodagama.

The Assistant Provincial Registrar, Kegalla, has appointed HERAT MUDIYANSELAGE PODI MAHATMAYA to act as Registrar of Births and Deaths of Dehigampal korale, Egodapota pattuwa division, and of Marriages

(General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for December 2, 1926, during the absence of the Registrar, KURUWITA ARATCHIGE APPU SINNO. His office will be at Hitinawatta in Imbulana.

The Assistant Provincial Registrar, Kegalla, has appointed MUDIYANSELAGE TIKIRI BANDA to act as Registrar of Births and Deaths of Kandupita pattuwa south division, and of Marriages (General) of Beligal korale division, in the Kegalla District of the Province of Sabaragamuwa, for eighteen days from December 6, 1926, during the absence of the Registrar, MUDIYANSELAGE UKKU BANDA, on leave. His office will be at Pahalawatta alias Hitinawatta in Alawatura.

The Assistant Provincial Registrar, Kegalla, has appointed HENADIRIKANKANAMALAGE DON PETER APPUHAMY to act as Registrar of Births and Deaths of Panawal korale east division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for two days from December 7, 1926, during the absence of the Registrar, DASANAYAKA RANASINGHE ATAPATTU MUDIYANSELAGE PUNCHI BANDA, on leave. His office will be at Pahalawalawwewatta.

Registrar-General's Office,
Colombo, December 8, 1926.

H. E. BEVEN.
Registrar-General.

GOVERNMENT NOTIFICATIONS.

K 21/26

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. V. E. de Saram	Clerk in Class III. of the Clerical Service	Clerk, Rural Education District Committee, Matara, from October 1, 1926

Colonial Secretary's Office,
Colombo, December 7, 1926.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.

W 418/26

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. Paramanathan	Clerk, Public Works Department, in Class III. of the Clerical Service.	Town Overseer, Negombo, for a period of one year from December 1, 1926

Colonial Secretary's Office,
Colombo, December 10, 1926.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.

S 144/26

IT is hereby notified that under section 11 (a) of Ordinance No. 17 of 1869, the Legislative Council did, at its session on November 12, 1926, pass the following resolution, and that the resolution has been duly sanctioned by His Excellency the Governor:—

That on and after December 1, 1926—

To the Table of Import Duties in Schedule B of the Customs Ordinance, No. 17 of 1869, the following item shall be added:—

Currants	Rs. c.
			per cwt.	1 25

It is further notified that the said resolution has been duly submitted to and sanctioned by the Secretary of State for the Colonies as required by section 11 (b) of the said Ordinance.

Colonial Secretary's Office,
Colombo December 6, 1926.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.

N 93/26

HIS Excellency the Governor has been pleased, in terms of the regulations published in the *Gazette* of November 23, 1923, to grant the Colonial Auxiliary Forces Long Service Medal to Private Wickramasinhage Jeromanis Perera of the Ceylon Light Infantry (Réserve).

Colonial Secretary's Office,
Colombo, December 2, 1926.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.

“THE CEMETERIES AND BURIALS ORDINANCE, No. 9 OF 1899.”

K 453/26

NOTICE is hereby given that His Excellency the Governor in exercise of the powers vested in him by section 34 of “The Cemeteries and Burials Ordinance, No. 9 of 1899,” and on the recommendation of the proper authority, to wit, the Government Agent of the Western Province, made under the said section 34, has approved of the allotment of land set out in the schedule hereto being provided and used as a burial ground from the date hereof for the village of Walpita.

Colonial Secretary's Office,
Colombo, December 7, 1926.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.

SCHEDULE.

Name of land : Walpitamukalana (lot 1 in P. P. 18,945).
Extent : 2 acres 1 rood and 25 perches.
Situation : Village Walpita in Dunagaha pattuwa, Alutkuru korale north.
Boundaries : North by reservation along the cart track claimed by the Crown (lot 2 in P. P. 18,945); east by Walpitamukalana claimed by the Crown (lot 5648 in P. P. 15,533); south by Walpitamukalana claimed by the Crown (lot 4 in P. P. 18,945); west by T. P. 133,625.

“THE CEMETERIES AND BURIALS ORDINANCE, No. 9 OF 1899.”

K 453/26

NOTICE is hereby given that His Excellency the Governor in exercise of the powers vested in him by section 34 of “The Cemeteries and Burials Ordinance, No. 9 of 1899,” and on the recommendation of the proper authority, to wit, the Government Agent of the Western Province, made under the said section 34, has approved of the allotment of land set out in the schedule hereto being provided and used as a burial ground from the date hereof for the village of Waradala.

Colonial Secretary's Office,
Colombo, December 7, 1926.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.

SCHEDULE.

Name of land : Walpitamukalana (lot 1 in P. P. 18,946).
Extent : 2 acres and 3 perches.
Situation : Village Walpita in Dunagaha pattuwa of Alutkuru korale north.
Boundaries : North by Gonnagahakumbura claimed by Samaneris Appu and others on T. P. 220,679 and T. P. 220,550; east by T. Ps. 220,550 and 220,678; south by Walpitamukalana claimed by the Crown (lot 2 in P. P. 18,946); west by Gonnagahakumbura claimed by Samaneris Appu and others on T. P. 220,679.

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

U 18/26

BY-LAW made by His Excellency the Governor, with the advice of the Executive Council, under section 18 of “The Vehicles Ordinance No. 4 of 1916,” for the Municipal town of Kandy, in the Kandy District, Central Province.

Colonial Secretary's Office,
Colombo, December 7, 1926.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.

By-law framed under Section 18 of “The Vehicles Ordinance, No. 4 of 1916.”

No person shall use a lorry or a motor omnibus on any of the roads within the limits of the Municipality of Kandy other than those which are specified in the schedule hereunder :—

Schedule.

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Colombo street. 2. Pavilion street. 3. Castle Hill street. 4. Brownrigg street from Ward street junction to King street. 5. Market street. 6. Railway Approach road. 7. Temple street from Trincomalee street junction to Pavilion street. 8. King street from Brownrigg street to Pavilion street. | <ol style="list-style-type: none"> 9. Hill street from Castle Hill street junction to Trincomalee street. 10. Cross street from Trincomalee street junction to Castle Hill street. 11. Torrington road. 12. Hantane road. 13. The main road to Peradeniya. 14. The main road to Katugastota. 15. The main road to Haragama. 16. The main road north side of Lake to Talatu-oya. |
|---|---|

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

W 1/6/26

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 town of Polonnaruwa in the North-Central Province.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, December 7, 1926.

E. B. ALEXANDER,
Acting Colonial Secretary.

BY-LAW REFERRED TO.

No person shall use a vehicle over one ton in weight on the Archaeological road.

J 252/26

THE following rules relating to the discharge of youthful offenders from the Maggona Certified Industrial School are published for general information.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, December 3, 1926.

E. B. ALEXANDER,
Acting Colonial Secretary.

Rules relating to the Discharge of Youthful Offenders from the Maggona Certified Industrial School.

1. A youthful offender who is discharged from the Maggona Reformatory shall be sent to his parents' home, or if there is a legal guardian appointed by a District Court to the home of the legal guardian.
2. In the case of a youthful offender who has no parent or legal guardian, such youthful offender may be taken care of by any person or institution who or which has expressed his or its willingness to take charge of such youthful offender, provided the consent of the youthful offender to the transfer has been recorded by a visitor appointed under section 16 of Ordinance No. 1 of 1886.
3. For the purpose of recording the consent of the youthful offender required by the preceding rule, six weeks before the youthful offender is discharged the Manager of the Reformatory, after obtaining the consent of the youthful offender, shall write to the person or institution concerned, and ask the latter for his or its consent to the transfer of the control. When this has been done, the Manager shall ask one of the visitors in rotation to come to the Reformatory for the purpose of recording the consent of the youthful offender to the transfer of the control.
4. At least two weeks before the youthful offender is discharged the Manager shall inform the Superintendent of Police, Assistant Superintendent of Police, Government Agent (Police), or Assistant Government Agent (Police) concerned of the proposed transfer of the youthful offender and of the place of transfer, that is to say, to his parents' or legal guardians' village or the place of abode of the person or institution who or which is willing to take charge of the youthful offender, so that arrangements may be made for a constable in plain clothes to meet the boy and escort him.
5. After the youthful offender has been transferred from the Reformatory the Manager shall report the discharge to the Police Magistrate and return the warrant of committal to him.
6. The Manager shall as soon as possible after the youthful offender has been discharged, report to the Government Agent of the Province or the Assistant Government Agent of the district in which the relatives or parents of the discharged youthful offender reside the fact of the discharge and return of the youthful offender for the purpose indicated in General Order 921. Provided, however, that if the youthful offender has been transferred not to the village of his parents but to a new home in the circumstances set forth in paragraph 2 above, the Manager shall report the fact to the aforesaid Government Agent or Assistant Government Agent with the request that the Government Agent or the Assistant Government Agent shall inform the relatives (if any) of the transfer of control of the youthful offender and his new address.
7. Should His Excellency order the immediate release of a youthful offender, the Manager shall communicate the fact to the Paiyagala Police Station for the purpose of getting a Police escort from the district or Province in which the parents or legal guardian of the youthful offender reside.

"THE PREVENTION OF CRUELTY TO ANIMALS ORDINANCE, 1907."

R 47/26

WHEREAS by a Notification dated January 28, 1913, published in *Government Gazette* No. 6,545 dated January 31, 1913, His Excellency the Officer Administering the Government in Executive Council, under the provisions of section 10 of "The Prevention of Cruelty to Animals Ordinance, 1907," directed that from and after January 1, 1913, the whole of the fines recovered in respect of offences punishable under the said Ordinance which shall have been prosecuted within the limits of the Municipal Council of Colombo by any officer of the society established in Ceylon for the prevention of cruelty to animals shall be paid to such society:

And whereas it is expedient to revoke the said Notification:

It is hereby notified that His Excellency the Governor in Executive Council has, under and by virtue of section 11A of "The Interpretation Ordinance, 1901," revoked the said Notification dated January 28, 1913, published as aforesaid as from January 1, 1927.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, December 8, 1926.

E. B. ALEXANDER,
Acting Colonial Secretary.

"THE SMALL TOWNS SANITARY ORDINANCE, 1892."

U 109/26

REGULATION made by the Sanitary Board of the District of Matara, in the Southern Province, under section 9 E (2) (d) of "The Small Towns Sanitary Ordinance, 1892," in respect of the town of Weligama, and approved by His Excellency the Governor in Executive Council.

Colonial Secretary's Office,
Colombo, November 25, 1926.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.

REGULATION REFERRED TO.

Regulation 17 of Chapter III., Part H. Dairies, published by Notification dated April 28, 1925, in *Government Gazette* No. 7,461 dated May 8, 1925, is hereby repealed; and the following substituted therefor:—

17. Every dairy situated within the limits of a Sanitary Board town, as well as those situated outside such limits, provided these latter supply milk to residents within Board limits, shall be registered by the Chairman who shall issue to each applicant a card of registration bearing his name and number. These cards are to be shown to authorized officers of the Board or to Sanitary Inspectors when required by them.

"THE SMALL TOWNS SANITARY ORDINANCE, 1892."

U 56/26

BY-LAWS made by the Sanitary Board, Kalutara District, under the provisions of section 9 E (2) (t) of Ordinance No. 18 of 1892, and approved by His Excellency the Governor in Executive Council, are published for general information.

Colonial Secretary's Office,
Colombo, November 29, 1926.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.

BY-LAWS *re* CESSPITS.

1. No occupier or owner shall build or cause to be built on his land or premises any privy, cesspit, or latrine without having first obtained the permission of the Chairman in writing.

2. (a) Upon any application for such permission under by-law 1, it shall be competent to the Chairman or the Board to require that any particular type of privy, cesspit, or latrine approved by the Board and no other shall be constructed.

(b) The Chairman or the Board may further prescribe the position in which such privy, cesspit, or latrine shall be constructed, and refuse permission to construct any privy, cesspit, or latrine in any other position.

(c) It shall further be competent to the Chairman or the Board to refuse permission to construct any privy, cesspit, or latrine at all upon any premises should the Chairman or the Board be of opinion that such construction should not be permitted on sanitary grounds.

3. (a) It shall be competent to the Board to order in writing the owner or occupier of any premises in which a privy, cesspit, or latrine has been constructed without permission or in any way contrary to the terms of any permission issued by the Chairman or the Board, to demolish and fill up the said privy, cesspit, or latrine within such reasonable time as may be prescribed by the Chairman or the Board.

(b) Any person failing to comply with an order made under sub-section (a) shall be guilty of an offence.

4. (a) The Board may order in writing the owner or occupier of any premises to construct within the time prescribed by such order a privy or latrine of such a type and size and in such a position and with such connecting drains as the Board may prescribe.

(b) Any person failing to comply with an order made under sub-section (a) shall be guilty of an offence.

5. (a) The Board may order in writing the owner or occupier of the premises upon which any privy, cesspit, or latrine exists either to repair, alter, or re-construct the same in such manner and within such time as the Board may prescribe, or to demolish and fill up the same within such prescribed time, if in the opinion of the Board such privy, cesspit, or latrine is structurally defective or is unsuitable for the purpose to which it is put, or is liable to give rise to a nuisance, or if it does not abut upon and cannot be conveniently conserved from a sanitary lane established by the Board under by-law 10, or otherwise the Board may require the owner or occupier of the premises upon which the privy, cesspit, or latrine exists either to repair, alter, or re-construct the same in such manner and within such reasonable time as the Board may prescribe or within such prescribed time to demolish and fill up the same.

(b) Any person failing to comply with an order made under sub-section (a) shall be guilty of an offence.

6. *Definition.*—For the purposes of the following by-laws:—

"Cesspit" shall mean and include all forms of closets or latrines other than those on the dry-earth system.

"Specified area" shall mean and include such area or areas within the limits of the Board as the Board may from time to time specify; such area may comprise the whole of such limits or a portion or portions thereof.

7. The Board may by resolution prohibit within any specified area or portion of a specified area the use of any particular kind of cesspit of whatever kind, and direct that all latrines and closets be constructed on the dry-earth system.

8. Whenever such a resolution shall have been passed, and notice in writing shall have been given to the owner or occupier of any house or building or land in or on which such cesspit or cesspits are situated to close such cesspit or cesspits and substitute a dry-earth closet or closets therefor, it shall be incumbent on such person or persons to comply with such notice within such time as the Board may determine from the service of such notice. Any owner or occupier failing within a reasonable time to comply with such notice shall be guilty of an offence. Provided that for the erection of any closet under this by-law the permission of the Chairman under by-law 1 shall be necessary so that the Chairman may give necessary instructions as to type, situation, &c.

9. It shall be the duty of the owner or occupier of any premises upon which any privy or latrine stands to keep the said privy or latrine in good repair and in a clean and sanitary state and to see that no nuisance is caused thereby. Any owner or occupier failing so to do shall be guilty of an offence.

10. In order to secure the efficient removal of night soil it shall be lawful for the Board by resolution to require the owner or occupier of any houses, buildings, or lands in any specified area to provide and maintain at their own expenses a conservancy lane not exceeding 8 feet wide at the back of or running through their premises in such position as may be determined by the Chairman.

11. Within any specified area all conservancy shall be carried out by the Board, and it shall not be lawful for any person either to carry out such work himself or by means of an agent or servant or to employ any person to do such work for him without the written permission of the Chairman, which permission the Chairman is empowered at his discretion to refuse, if he is of opinion that all such services within the area can be adequately carried out by the Board.

12. All owners or occupiers of premises furnished with closets or latrines within any specified area shall pay monthly to the Board such conservancy fees as shall be fixed by the Board for the removal of their night soil. All such fees should be paid before the 10th day of the month following that during which the service was rendered.

13. Any person requiring the services of day coolies may apply to the Board therefor in writing, and such coolies will be supplied upon such terms as the Board shall decide.

14. Any person outside a specified area who desires that the conservancy of his closet or latrine be undertaken by the Board or that he be given the services of a day cooly shall notify the Chairman in writing to that effect, and the Board may thereupon undertake such conservancy upon such terms as the Board shall direct.

15. Whenever the Board shall consider the construction of a new catchpit or the alteration, repair, or re-construction or filling up of an existing catchpit to be necessary, it may require any owner or occupier of any land or premises by notice in writing signed by the Chairman either to construct a new catchpit or to alter, repair, or re-construct or fill up any existing catchpit, and may further give directions as to the position, level, and size of such catchpit, the materials to be used, the manner in which the work is to be carried out, and any other details in connection with such works. Any such owner or occupier who shall after receipt of such notice fail within such time as the Board shall determine to carry out such requirements of the Board shall be guilty of an offence.

16. It shall be lawful for the Chairman to notify the owner or occupier of any land or premises upon which there is any catchpit into which filthy water flows and collects that the Board will henceforth undertake the daily removal of such water, and thereafter such owner or occupier shall be bound to pay such reasonable fees for the removal of such dirty water as the Board shall determine.

17. The owner or occupier of any land or premises upon which there is any catchpit into which dirty water flows and collects, and who shall not have been notified by the Chairman under by-law 16 shall be responsible for the daily removal of such water to such place as the Chairman shall approve so that no nuisance is caused thereby. Any such owner or occupier failing to carry out such removal as above required shall be guilty of an offence.

“THE SMALL TOWNS SANITARY ORDINANCE, No. 18 OF 1892.”

U 296/26

IT is hereby notified that the Sanitary Board of the District of Matale has, in terms of section 7 of “The Small Towns Sanitary Ordinance, No. 18 of 1892,” and with the sanction of His Excellency the Governor and Executive Council made and assessed a rate of six per cent. per annum from January 1, 1927, on the annual value of all houses and buildings of every description, and all lands and tenements whatsoever within the towns of Rattota, Madawala, and Aluwihara, in the District of Matale, Central Province, save such as are by the same section of the said Ordinance exempted from the payment of such rate.

Colonial Secretary's Office,
Colombo, December 1, 1926.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.

Notification under Land Sale Regulations.

L 273/26

NOTICE is hereby given, in terms of sections 59 and 60 of the Land Sale Regulations, that an application has been received from Ona Mohamadu Lebbe and seven others of Narawila for the sale to them, without competition, of the land described in the schedule hereto annexed.

This land is required by the Muslim community of Narawila for a mosque and burial ground for their exclusive use. It is proposed to sell this land to them, without competition, at Rs. 120 per acre, subject to the condition that the land shall only be used for the purpose aforementioned, unless valid reasons to the contrary are adduced in writing to the undersigned within six weeks from the date hereof.

Colonial Secretary's Office,
Colombo, December 3, 1926.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.

SCHEDULE REFERRED TO.

The following lots situated in the village of Narawila, in the Meda palata of the Pitigal korale south of the Chilaw District, in the North-Western Province:—

Preliminary plan No. 5,806.

Lot No.	Name of Land.	Extent.		
		A.	R.	P.
1	Kakuhakele	1	0	37
3	Do.	0	3	14
		2	0	11

and bounded as follows: on the north by Villakumbura claimed by V. M. Punchisingho Appuhamy and others; on the east by Bogahawatta claimed by V. M. Punchisingho Appuhamy and others, T. P. 212,029, and lot 4 in P. P. 5,806; on the south by lot 2 in P. P. 5,806; and on the west by the Gansabhawa road from Kongaswadiya to Dunkannawa, and T. P. 329,756.

Notification under Land Sale Regulation 60.

L 305/26

NOTICE is hereby given, in terms of sections 59 and 60 of Land Sale and Lease Regulations, that an application has been received from Rev. F. W. Daundasekera, Vicar, Christ Church, Galkissa, for the lease of a block of land opposite the railway porters' quarters at Mount Lavinia, in extent 20 perches, reserving for the use of the railway porters of the adjoining porters' lines, the well which is on the land together with a right of way over the land thereto.

This land is required for the erection of a school building.

It is proposed to lease this land to Rev. F. W. Daundasekera, Vicar, Christ Church, Galkissa, without competition, for a term of 20 years at the rate of Rs. 50 per annum, unless valid reasons to the contrary are received by the undersigned within six weeks from the date hereof.

Colonial Secretary's Office,
Colombo, December 3, 1926.

By His Excellency's command,
E. B. ALEXANDER,
Acting Colonial Secretary.

"THE TRADE MARKS ORDINANCE, No. 15 OF 1925."

Z 10/26

RULES made by His Excellency the Governor in Executive Council, in pursuance of the powers vested in him under section 59 (1) of "The Trade Marks Ordinance, No. 15 of 1925."

Colonial Secretary's Office,
Colombo, December 6, 1926.

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.

Rules Referred to.

PRELIMINARY.

1. These rules may be cited as the Trade Marks Rules, 1926, and shall come into operation on January 1, 1927. Preliminary.

INTERPRETATION.

2. In the construction of these rules any words herein used the meaning of which is defined by the said Ordinance or the Interpretation Ordinance, No. 21 of 1901, * shall have the meanings thereby assigned to them respectively— Interpretation.

- "Agent" means an agent duly authorized to the satisfaction of the Registrar.
"Office" means the Registrar-General's Office, Fort, Colombo.
"Gazette" means the *Ceylon Government Gazette*.
"Ordinance" means The Trade Marks Ordinance, No. 15 of 1925.

FEEES.

3. The fees to be paid in pursuance of the Ordinance shall be the fees specified in the first schedule to these rules, and shall be paid by means of uncanceled Ceylon stamps. Payments from abroad may, however, be made by draft or post office order. The Registrar shall in such case cause the remittance to be converted into stamps to be affixed to the application. Fees.

FORMS.

4. The forms herein referred to are the forms contained in the second schedule to these rules, and such forms shall be used in all cases to which they are applicable, and shall be modified as directed by the Registrar to meet other cases. Forms.

CLASSIFICATION OF GOODS.

5. For the purposes of trade marks registration and of these rules goods are classified in the manner appearing in the third schedule hereto. Classification of goods.

If any doubt arises as to what class any particular description of goods belongs to, the doubt shall be determined by the Registrar.

DOCUMENTS.

6. Subject to any other directions that may be given by the Registrar, all applications, notices, counter-statements, papers having representations affixed, or other documents required by the Ordinance or by these Rules to be left with or sent to the Registrar, shall be upon foolscap paper of a size of approximately 13 inches by 8 inches, and shall have on the left hand part thereof a margin of not less than one inch and a half. Size, &c., of documents.

* *Note.*—The more material definitions of the Interpretation Ordinance are—

"Oath" and "affidavit," in the case of persons for the time being allowed by law to affirm or declare instead of swearing, include affirmation and declaration, and "swear," in like case, includes affirm and declare.

"Person," unless the contrary intention appears, includes any body of persons corporate or unincorporate.

"Month" means calendar month.

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

- Service of documents. 7. Any application, statement, notice, or other document authorized or required to be left, made, or given at the office or to, or with the Registrar, or with or to any other person, may be sent through the post by a pre-paid or official-paid letter; any document so sent shall be deemed to have been delivered at the time when the letter containing the same would be delivered in the ordinary course of post, and in proving such service or sending, it shall be sufficient to prove that the letter was properly addressed and put into the post. A letter addressed to a registered proprietor of a trade mark at his address as it appears on the register, or address for service or to any applicant for or person opposing the registration of a trade mark at the address appearing in the application or notice of opposition or given for service as hereinafter provided shall be deemed to be sufficiently addressed.
- Address. 8. (1) Where any person is by the Ordinance or these rules bound to furnish the Registrar with an address, the address given shall in all cases be as full as possible, for the purpose of enabling any person easily to find the place of business of the person whose address is given.
(2) The Registrar may require the address to include the name of the street and the number in the street or name of premises, if any.
- Address for service. 9. (1) Every applicant for the registration of any trade mark, and every opponent to such registration, and every agent, who does not reside or carry on business in Ceylon, shall, if so required, give an address for service in the Island, and such address may be treated as the actual address of such applicant, opponent, or agent for all purposes connected with such application for registration or the opposition thereto.
(2) The Registrar may require the proprietor of a registered trade mark who does not reside or carry on business within Ceylon to give an address for service within the Island, and such address may be treated as the actual address of the proprietor for all purposes connected with such trade mark.
- Agency. **AGENTS.**
10. (1) An application for registration and an opposition to registration and all other communications between an applicant, an opponent, and the Registrar, and between the proprietor of a registered trade mark and the Registrar, or any other person, may be made by or through an agent.
(2) Any such applicant, opponent, or proprietor may appoint an agent to represent him in the matter of the trade mark by signing and sending to the Registrar an authority in writing to that effect in the form TM No. 1, or in such other form as the Registrar may deem sufficient. In case any proprietor of a registered trade mark shall appoint such an agent, service upon such agent of any document relating to such trade mark shall be deemed to be service upon the person so appointing him, and all communications directed to be made to such person in respect of such trade mark may be addressed to such agent.
- Registrable trade marks. **REGISTRABLE TRADE MARKS.**
11. The Registrar may refuse to accept any application for the registration of a mark upon which any of the following appear :—
(a) The words "Patent," "Patented," or "By Royal Letters Patent," "Registered," "Registered Design," "Copyright," "Entered at Stationers' Hall," "To counterfeit this is a forgery," or words to like effect.
(b) Representations of Their Majesties or of any member of the Royal Family.
- Royal Arms, &c. 12. Representations of the Royal or Imperial Arms or Arms of the Ceylon Government, or crests, armorial bearings, insignia, or devices so nearly resembling them as to lead to mistake, or of British Royal or Imperial crowns, or of the Royal, Imperial, or National flags, or the word Royal or Imperial or any other words, letters, or devices calculated to

lead persons to think that the applicant has Royal patronage or authorization, may not appear on trade marks the registration of which is applied for. Provided always that nothing contained in this rule shall preclude the Registrar from allowing the registration as an "old mark," that is, as a mark which was used by the applicant or his predecessors in business before March 25, 1889, of any mark which was capable of being so registered before the Ordinance came into operation.

13. Where a representation of the armorial bearings, insignia, decorations, or flags of any state, city, borough, town, place, society, body corporate, or institution appears on a mark, the applicant shall, if so required, furnish the Registrar with a consent from such official as the Registrar may consider entitled to give consent to the use of such emblems.

Arms of city,
&c

14. Where the names or representations of living persons appear on a trade mark, the Registrar shall, if he so require, be furnished with consents from such persons before proceeding to register the mark, and in the case of persons recently dead the Registrar may call for consents from their legal representatives.

Representations
of living persons
or persons
recently dead.

15. (1) Where the name or a description of any goods appears on a trade mark, the Registrar may refuse to register such mark in respect of any goods other than the goods so named or described.

Name or
description
of goods.

(2) Where the name or description of any goods appears on a trade mark, which name or description in use varies, the Registrar may permit the registration of the mark with the name or description upon it for goods other than those named or described, the applicant stating in his application that the name or description varies.

APPLICATION FOR REGISTRATION.

16. An application for the registration of a trade mark must be made upon the appropriate form as in the second schedule to these rules, and must be signed by the applicant or his agent.

Form of
application.

17. (1) If application for registration of a trade mark be made by a firm or partnership it may be signed in the name or for and on behalf of the firm or partnership by any one or more members thereof, but the full names of all the partners shall be given in the body of the application.

Application
by firm.

(2) If the application be made by a body corporate it may be signed by a Director or by the Secretary or other principal officer of such body corporate.

Application
by body
corporate.

18. The application shall be addressed and sent to the Registrar at the office.

Address of
application.

19. On or after receipt of the application the Registrar shall furnish the applicant with an acknowledgment thereof.

Acknowledg-
ment
of application.

20. Where application is made to register a trade mark which was used by the applicant or his predecessors in business before March 25, 1889, the application shall contain a statement of the time during which and by whom it has been used in respect of the goods mentioned in the application. The Registrar may require an affidavit verifying such user with exhibits showing the mark as used.

Application
for old mark.

21. (1) Every application for registration of a trade mark shall contain a representation of the mark affixed to it in the square which the application form contains for that purpose.

Contents of
form of
application.

(2) Where the representation exceeds such square in size the representation shall be mounted upon linen, tracing cloth, or other material that the Registrar may consider suitable. Part of the mounting shall be affixed in the space aforesaid and the rest may be folded over.

22. There shall be sent with every application for registration of a trade mark four additional representations of such mark on the form TM No. 4, exactly corresponding to that affixed to the application form and noted with all such particulars as may from time to time be required by the Registrar. Such particulars shall, if required, be signed by the applicant or his agent.

Additional
representations.

- Representations to be durable. 23. All representations of marks must be of a durable nature, but the applicant may in case of need supply in place of representations on the form TM No. 4 half sheets of strong foolscap of the size aforesaid with the representations affixed thereon and noted as aforesaid.
- Separate applications. 24. Applications for the registration of the same mark in different classes shall be treated as separate and distinct applications, and in all cases where a trade mark is registered under the same official number for goods in more than one class, the registration shall henceforth for the purpose of fees and otherwise be deemed to have been made on separate and distinct applications in respect of the goods included in each class.
- Representations to be satisfactory. 25. The Registrar, if dissatisfied with any representation of a mark, may at any time require another representation satisfactory to him to be substituted before proceeding with the application.
- Specimens of trade marks in exceptional cases. 26. (1) Where a drawing or other representation or specimen cannot be given in manner aforesaid, a specimen or copy of the trade mark may be sent either of full size or on a reduced scale, and in such form as the Registrar may think most convenient.
(2) The Registrar may also, in exceptional cases, deposit in the office a specimen or copy of any trade mark which cannot conveniently be shown by a representation, and may refer thereto in the register in such manner as he may think fit.
- Series of trade marks. 27. When application is made for the registration of a series of trade marks under section 26 of the Ordinance, a representation of each trade mark of the series shall be affixed as aforesaid to the application form and to each of the accompanying forms TM No. 4.
- Transliteration and translation. 28. (1) When a trade mark contains a word or words in other than Roman characters, there shall be indorsed on the application form, and on each of the accompanying forms TM No. 4, a sufficient transliteration and translation to the satisfaction of the Registrar of each of such words, and every such indorsement shall be signed by the applicant or his agent.
(2) Where a trade mark contains a word or words in a language other than English, the Registrar may ask for an exact translation thereof, and if he so requires such translation shall be indorsed and signed as aforesaid.
- Search. **PROCEDURE ON RECEIPT OF APPLICATION.**
29. Upon receipt of an application for registration the Registrar shall, or may, if he deem it necessary, in the case of an application under section 67 of the Ordinance, cause a search to be made amongst the registered marks and pending applications for the purpose of ascertaining whether there are on record any marks for the same goods or description of goods identical, with the mark applied for or so nearly resembling it as to be calculated to deceive.
- Acceptance. 30. After such search (if any), if on consideration of the application and of any evidence which the applicant may or may be required to furnish the Registrar thinks there is no objection to the mark being registered, he may accept it absolutely, or subject to such conditions, amendments, modifications, or limitations as he may think right to impose, which he shall communicate to the applicant in writing.
- Objections. 31. After such search (if any), if on consideration of the application and of any evidence which the applicant may or may be required to furnish any objections appear, a statement of those objections shall be sent to the applicant in writing, and unless within one month the applicant applies for a hearing he shall be deemed to have withdrawn his application.
- Hearings. 32. If the Registrar accepts an application subject to any conditions, amendments, modifications, or limitations, and the applicant objects to such conditions, amendments, modifications, or limitations, he shall within one month from the date of the communication notifying such acceptance apply for a hearing, and if he does not do so he shall be deemed to have withdrawn his application. If the applicant does not object to such conditions, amendments, modifications, or limitations, he shall forthwith notify the Registrar in writing.

33. (1) The decision of the Registrar at such hearing as aforesaid shall be communicated to the applicant in writing, and if he objects to such decision, he may within one month apply upon form TM No. 5, requiring the Registrar to state in writing the grounds of his decision and the materials used by him in arriving at the same.

Decision of Registrar.

(2) Upon receipt of such request the Registrar shall send to the applicant such statement as aforesaid in writing, and the date when such statement is sent shall be deemed to be the date of the Registrar's decision for the purpose of appeal.

34. The Registrar may call on an applicant to insert in his application such disclaimer as the Registrar may think fit, in order that the public generally may understand what the applicant's rights, if his mark is registered, will be.

Disclaimers.

35. An application under the provisions of section 67 of the Ordinance shall be made on form TM No. 3, with an affidavit as required, but the Registrar may require such further evidence as to user or otherwise as he may think necessary.

Application under section 67 of the Ordinance.

SPECIAL TRADE MARKS UNDER SECTION 60.

36. Where an association or person desires to register a mark under section 60 of the Ordinance, application shall be made to the Registrar in writing upon form TM No. 6.

Application under section 60 of the Ordinance.

37. Upon receipt of such application the Registrar may call for such evidence, if any, as he thinks fit and shall, if necessary, hear the applicants, and shall make an order determining whether and subject to what conditions, amendments, modifications, or limitations, if any, the application may be permitted to proceed.

Hearing.

38. If such application is permitted to proceed the mark shall be advertised and the application shall be treated in all respects as if it were an ordinary application, and it shall be open to opposition in the same way, and all such proceedings shall be had therein as if it were an application under section 12 of the Ordinance.

Advertisement, &c.

ADVERTISEMENT OF APPLICATION.

39. (1) Every application either before or after acceptance as provided by section 13 of the Ordinance shall be advertised by the Registrar once in the *Gazette* and in one of the English newspapers published in Colombo in such manner as he may direct.

Advertisement of application.

(2) If no representation of the trade mark be inserted in connection with the advertisement of an application, the Registrar shall refer in such advertisement to the place or places where a specimen or representation of the trade mark is deposited for exhibition.

40. For the purposes of such advertisement the applicant may be required to furnish a wood block or electrotype (or more than one, if necessary) of the trade mark, of such dimensions as may from time to time be directed by the Registrar, or such other information or means of advertising the trade mark as may be required by the Registrar; and the Registrar, if dissatisfied with the block or electrotype furnished by the applicant or his agent, may require a fresh block or electrotype before proceeding with the advertisement.

Wood block or electrotype.

41. When an application relates to a series of trade marks differing from one another in respect of the particulars mentioned in section 26 of the Ordinance, the applicant may be required to furnish a wood block or electrotype (or more than one, if necessary) of any or of each of the trade marks constituting the series; or the Registrar may, if he thinks fit, insert with the advertisement of the application a statement of the manner in respect of which the several trade marks differ from one another.

Advertisement of series.

42. Advertisement under section 14 (9) of the Ordinance shall *mutatis mutandis* be made in the same manner as advertisements relating to an application for registration.

Advertisement under section 14 (9).

43. Before advertising the application the applicant may be required to pay the costs of the advertisement.

Costs of advertisement.

OPPOSITION TO REGISTRATION.

- Opposition.** 44. Any person may within two months from the date of any advertisement in the *Gazette* of an application for registration of a trade mark give notice in writing at the office of opposition to registration.
- Notice of opposition.** 45. Such notice shall be in form TM No. 7, and shall contain a statement of the grounds upon which the opponent objects to the registration. If registration is opposed on the ground that the mark resembles marks already on the register, the numbers of such marks and the numbers and dates of the *Gazettes* in which they have been advertised shall be set out. Such notice shall be accompanied by a duplicate which the Registrar will forthwith send to the applicant.
- Counter-statement.** 46. Within one month from the receipt of such duplicate the applicant shall send to the Registrar a counter-statement (form TM No. 8) in writing setting out the grounds on which he relies as supporting his application. The applicant shall also set out what facts, if any, alleged in the notice of opposition he admits. Such counter-statement shall be accompanied by a duplicate in writing.
- Evidence in support of opposition.** 47. Upon receipt of such counter-statement and duplicate the Registrar will forthwith send the duplicate to the opponent, and within one month from the receipt of the duplicate the opponent shall leave at the office such evidence by way of affidavit as he may desire to adduce in support of his opposition and shall deliver to the applicant copies thereof.
- Evidence in support of application.** 48. If an opponent leaves no evidence, he shall, unless the Registrar otherwise directs, be deemed to have abandoned his opposition, but if he does, then within one month from the receipt of the copies of affidavits the applicant shall leave at the office such evidence by way of affidavit as he desires to adduce in support of his application and shall deliver to the opponent copies thereof.
- Evidence in reply by opponent.** 49. Within fourteen days from the receipt by the opponent of the copies of the applicant's affidavits the opponent may leave at the office evidence by affidavit in reply, and shall deliver to the applicant copies thereof. Such evidence shall be confined to matters strictly in reply.
- Further evidence.** 50. No further evidence shall be left on either side, but in any proceedings before the Registrar, he may at any time, if he thinks fit, give leave to either the applicant or to the opponent to file any evidence upon such terms as to costs or otherwise as he may think fit.
- Exhibits.** 51. Where there are exhibits to affidavits filed in an opposition, copies or impressions of such exhibits shall be sent to the other party on his request, or, if such copies or impressions cannot conveniently be furnished, the originals shall be sent to the office, so that they may be open to inspection. The original exhibits shall be produced at the hearing unless the Registrar otherwise directs.
- Hearing.** 52. Upon completion of the evidence the Registrar shall give notice to the parties of a date when he will hear the arguments in the case. Such appointment shall be for a date at least fourteen days after the date of the notice, unless the parties consent to a shorter notice. Within seven days from the receipt of such notice both parties shall file form TM No. 9. A party who receives such notice and who does not, within seven days from the receipt thereof, give notice on form TM No. 9, that he intends to appear, may be treated as not desiring to be heard and the Registrar may act accordingly.
- Extension of time.** 53. Where in opposition proceedings any extension of time is granted to any party, the Registrar may thereafter, if he thinks fit, without giving the said party a hearing, grant any reasonable extension of time to the other party in which to take any subsequent step.
- Security for costs.** 54. Where a party giving notice of opposition neither resides nor carries on business in the Island, the Registrar may call upon him to give security, in such form as the Registrar may deem sufficient, for the costs of the proceedings before the Registrar, for such amount as to the Registrar

may seem fit, and at any stage in such opposition may require further security to be given at any time before giving his decision in the case.

55. In the event of an opposition being uncontested by the applicant, the Registrar in deciding whether costs should be awarded to the opponent shall consider whether proceedings might have been avoided if reasonable notice had been given by the opponent to the applicant before the opposition was filed.

Costs in
uncontested
cases.

NON-COMPLETION.

56. Where registration of a trade mark is not completed within twelve months from the date of receipt of the application by reason of default on the part of the applicant, the Registrar shall give notice to the applicant or his agent in writing in form O No. 1 of such non-completion. If after one month from the date when such notice was sent, or such further time as the Registrar may allow, the registration is not completed, the application shall be deemed to be abandoned.

Non-completion
within twelve
months.

ENTRY ON THE REGISTER.

57. As soon as may be after the expiration of two months from the date of the advertisement in the *Gazette* of any application, the Registrar shall, subject to any opposition and the determination thereof, and subject to the provisions of section 16 of the Ordinance, and upon payment of the prescribed fee, on form TM No. 10, enter the trade mark on the register. The entry of a trade mark on the register shall give the date of the registration, the goods in respect of which it is registered, and all particulars named in section 4 of the Ordinance, together with particulars of the trade, business, profession, or occupation, if any, of the proprietor and such other particulars as the Registrar may deem necessary.

Entry on
register.

58. Where any mark is registered as associated with any other mark or marks, the Registrar shall note upon the register in connection with such mark the numbers of the marks with which it is associated, and shall also note upon the register in connection with each of the associated marks the number of the newly registered mark as being an associated mark with each of them.

Associated
marks.

59. In case of the death of any applicant for a trade mark after the date of his application, and before the trade mark applied for has been entered on the register, the Registrar, after the expiration of the prescribed period of advertisement, may, on being satisfied of the applicant's death, enter on the register, in place of the name of such deceased applicant, the name, address, and description of the person owning the goodwill of the business, on such ownership being proved to the satisfaction of the Registrar.

Death of
applicant before
registration.

60. Upon the registration of a trade mark the Registrar shall issue to the applicant a certificate in the form O No. 2.

Certificate of
registration.

RENEWAL.

61. At any time not less than three months and not more than four months before the expiration of the last registration of a trade mark any person may pay at the office a fee for the renewal of the registration of the mark upon form TM No. 11. Such person shall indorse upon such form his name and address, and before taking any further step the Registrar may require such person to furnish within five days an authority to pay such fee signed by the registered proprietor, and if such person does not furnish such authority may return such fee and treat it as not received.

Renewal of
registration.

62. When he does not require such authority, the Registrar shall upon receipt of such fee communicate with the registered proprietor at his registered address, stating that the fee has been received and that the registration will in due course be renewed.

Notification of
receipt of
renewal fee.

Notice before removal of trade mark from register.

63. At a date not less than two months and not more than three months before the expiration of the last registration of a mark, if no fee upon the form TM No. 11 has been received, the Registrar shall send to the registered proprietor at his registered address a notice in the form O No. 3.

Second notice before removal of trade mark from register.

64. At a time not less than one month and not more than two months before the expiration of the last registration of a mark, the Registrar shall, if no renewal fee has been received, send a second notice to the registered proprietor at his registered address in the form O No. 4.

Advertisement of non-payment.

65. If at the date of the expiration of the last registration of a trade mark the renewal fee has not been paid, the Registrar shall advertise the fact forthwith in the *Gazette*, and if within two months of such advertisement the renewal fee upon form TM No. 12, together with the prescribed additional fee, is received he may renew the registration without removing the mark from the register.

Removal of trade mark from register.

66. Where after two months from such advertisement such fees have not been paid, the Registrar may remove the mark from the register as of the date of the expiration of the last registration, but may upon payment of the renewal fee upon form TM No. 12, together with the prescribed additional fee restore the mark to the register if satisfied that it is just so to do, and upon such conditions as he may think fit to impose.

Record of removal of mark from register.

67. Where a trade mark has been removed from the register the Registrar shall cause to be entered in the register a record of such removal and of the cause thereof.

Notice and advertisement of renewal.

68. Upon the renewal of a registration the Registrar shall cause to be entered in the register a record of the renewal, and a notice of the renewal shall be sent to the registered proprietor at his registered address, and the renewal shall be advertised in the *Gazette*.

ASSIGNMENTS.

Joint application for entry of assignment.

69. Where a person becomes entitled by assignment, transmission, or other operation of law to a registered trade mark he may, conjointly with the registered proprietor, make application to the Registrar on form TM No. 13 to register his title.

Application for entry of assignment, by subsequent proprietor.

70. Where a person becomes entitled to a registered trade mark in the manner referred to in Rule 69, and no conjoint application as therein mentioned is made, he shall make application to the Registrar on form TM No. 14 to register his title. Such application shall in the case of an individual be signed by the applicant, and in the case of a firm or partnership by one or more members of such firm or partnership, and in the case of a body corporate shall be signed by a director or by the secretary or other principal officer of such body corporate.

Particulars to be stated in application.

71. An application under Rule 69 or Rule 70 shall contain the name, address, description, and nationality of the person claiming to be entitled, together with full particulars of the instrument, if any, under which he claims, and such instrument shall be produced for inspection by the Registrar. The full names of all the partners in a firm or partnership shall be given in the body of the application.

Copies of documents.

72. The Registrar may in any case require a certified copy of any instrument produced for inspection in proof of title.

Case accompanying application.

73. Where in the case of an application on form TM No. 13 or form TM No. 14 the applicant does not claim to be entitled under any document or instrument which is capable in itself of furnishing proof of his title, he shall, unless the Registrar otherwise directs, either upon or with the application, state a case setting forth the full particulars of the facts upon which his claim to be proprietor of the trade mark is based, and showing that the trade mark has been transmitted or assigned in connection with the goodwill of the business concerned. Such case shall be verified by an affidavit if so required by the Registrar on form TM No. 15.

74. In any case the Registrar may call on any person who desires to be registered as proprietor of a trade mark for such proof or additional proof of title and of the existence and ownership of such goodwill as aforesaid as the Registrar may require for his satisfaction.

Proof of title.

75. When the Registrar is satisfied as to the applicant's title, he shall cause the applicant to be registered as proprietor of the trade mark and shall record in the register such particulars as he may consider necessary of the instrument, if any, under which the title was acquired.

Entry in register.

ALTERATION OF ADDRESS.

76. Every registered proprietor of a trade mark who alters his address shall forthwith apply to the Registrar on form TM No. 16 to insert the new address on the register, and the Registrar shall alter the register accordingly.

Alteration of address in register.

DISCRETIONARY POWER.

77. Before exercising any discretionary power given to the Registrar by the Ordinance, or these rules, adversely to any person, the Registrar shall, if so required, hear the person who will be affected by the exercise of such power.

Hearing.

78. An application for a hearing shall be made within one month from the date when the matter on which the Registrar is called on to exercise discretionary power has arisen.

Application for hearing.

79. (1) Upon receiving such application the Registrar shall give the person applying ten days' notice of a time when he may be heard by himself or his agent.

Notice of hearing.

(2) Within five days from the date when such notice would be delivered in the ordinary course of post the person applying shall notify the Registrar whether or not he intends to be heard on the matter.

80. The decision of the Registrar in the exercise of any such discretionary power as aforesaid shall be notified to the person affected.

Notification of decision.

APPLICATIONS UNDER SECTION 23 OF THE ORDINANCE.

81. All applications to the Registrar under section 23 of the Ordinance shall be upon the form TM No. 17, such application shall be accompanied by a case setting out fully the facts relating to the marks which the Registrar is requested to permit an apportionment of.

Applications under section 23 of the Ordinance.

82. Upon receipt of such request and of such case the Registrar shall inquire into the facts and call for such evidence as he may deem necessary upon the subject of such application. Before giving his decision the Registrar shall, if necessary, give the parties an opportunity of attending before him at a hearing either by themselves or by their agents. The decision of the Registrar shall be in writing.

Registrar to inquire and decide.

83. Upon any apportionment of marks under section 23 the Registrar shall insert in the register a note in connection with each of the registered trade marks of the fact of such apportionment, and shall in such note refer to the date of the decision under which such apportionment has taken place.

Note in register.

APPLICATIONS UNDER SECTION 32 OF THE ORDINANCE.

84. Applications under section 32 of the Ordinance to the Registrar may be made by the registered proprietor, or by the trustee in bankruptcy of the registered proprietor, or where the registered proprietor is a company in liquidation by the liquidator, and in other cases by such person as the Registrar may decide to be entitled to act in the name of the registered proprietor.

Applications under section 32 of the Ordinance.

85. Where such application is made the Registrar may require such evidence by affidavit or otherwise as he may think fit as to the circumstances in which the application is made.

Evidence.

86. Where application is made on form TM No. 22 to enter a disclaimer or memorandum relating to a trade mark, the Registrar, before deciding upon such application, shall advertise the application in the *Gazette* and in one of the English newspapers published in Colombo in order to enable

Advertisement of application.

any person desiring so to do to state any reasons in writing against the applicant being allowed to make such disclaimer or enter such memorandum.

APPLICATIONS UNDER SECTION 34 OF THE ORDINANCE.

Alteration of trade mark.

87. Where a person desires to apply under section 34 of the Ordinance to alter a trade mark he shall make his application in writing on form TM No. 23 and shall furnish the Registrar with four copies of the mark as it will appear when altered.

Advertisement of alteration.

88. (1) Before proceeding with such application the Registrar may call on the applicant to furnish a block suitable to advertise in the *Gazette* the fact that such application has been made, or, if he think fit, the Registrar without calling for a block may insert an advertisement describing the alteration proposed in words so that it can be understood by persons interested in the matter.

(2) When leave is granted the Registrar may, if he is not already in possession of a block showing the trade mark as altered, cause the applicant to furnish a block showing the trade mark as altered for advertisement in the *Gazette*, and upon receipt of such block shall forthwith advertise the mark as altered in the *Gazette*.

Searches.

SEARCH.

89. The Registrar, if requested so to do in writing upon a form TM No. 24, may cause a search to be made in any class to ascertain whether any marks are on record at the date of such search which may resemble any mark sent in duplicate to him by the person requesting such search, and may cause that person to be informed of the result of such search.

Hours of inspection.

HOURS OF INSPECTION.

90. The office shall be open to the public every week day, except Saturday, between the hours of ten and four, and on Saturday between the hours of ten and one, except on public holidays and days which may from time to time be notified by a placard posted in a conspicuous place at the office.

Dispensing with evidence.

POWER TO DISPENSE WITH EVIDENCE.

91. Where under these rules any person is required to do any act or thing, or to sign any document, or to make any affidavit on behalf of himself or of any body corporate, or any document or evidence is required to be produced to or left with the Registrar, or at the office, and it is shown to the satisfaction of the Registrar that from any reasonable cause such person is unable to do such act or thing, or to sign such document, or make such affidavit, or that such document or evidence cannot be produced or left as aforesaid, it shall be lawful for the Registrar, and upon the production of such other evidence, and subject to such terms as he may think fit, to dispense with any such act or thing, document, affidavit, or evidence.

Amendment of documents.

AMENDMENTS.

92. Any document or drawing or other representation of a trade mark may be amended, and any irregularity in procedure which in the opinion of the Registrar may be obviated without detriment to the interests of any person may be corrected, if the Registrar think fit, and on such terms as he may direct.

Enlargement of time.

ENLARGEMENT OF TIME.

93. The time prescribed by these Rules for doing any act or taking any proceeding thereunder may be enlarged by the Registrar, if he think fit, and upon such notice to other parties, and proceedings thereon, and upon such terms as he may direct, and such enlargement may be granted though the time has expired for doing such act or taking such proceeding.

Excluded days.

94. Whenever the last day fixed by the Ordinance or by these Rules, for leaving any document or paying any fee at the office shall fall on a Saturday or Sunday or any public holiday, herein referred to as excluded days, it shall be lawful to leave such document or to pay such fee on the day next following such excluded day, or days if two or more of them occur consecutively.

CERTIFICATES.

95. The Registrar, when required otherwise than under section 17 of the Ordinance to give a certificate as to any entry, matter, or thing which he is authorized by the Ordinance or any of these rules to make or do, may, on receipt of a request in writing, and on payment of the prescribed fee, give such certificate, but every certificate of registration so given shall have specified on the face thereof whether the same is to be used in legal proceedings, or for the purpose of obtaining registration abroad, or for purposes other than use in legal proceedings or obtaining registration abroad.

Certificates by Registrar.

AFFIDAVITS.

96. The affidavits required by the Ordinance and these rules, or used in any proceedings thereunder, shall be made and subscribed as follows:—

Manner in which, and person before whom affidavit is to be made.

- (a) In Ceylon, before any Justice of the Peace or any officer authorized by law to administer an oath or affirmation for the purpose of any legal proceeding;
- (b) In the United Kingdom, before any Justice of the Peace or any Commissioner or other officer authorized by law in any part of the United Kingdom to administer an oath for the purpose of any legal proceeding;
- (c) In any other part of His Majesty's Dominions, before any Court, Judge, Justice of the Peace, or any officer authorized by law to administer an oath there for the purpose of a legal proceeding; and
- (d) If made out of His Majesty's Dominions, before a British Minister, or person exercising the functions of a British Minister, or a Consul, Vice-Consul, or other person exercising the functions of a British Consul, or a Notary Public, or before a Judge or a Magistrate.

97. Any document purporting to have affixed, impressed, or subscribed thereto or thereon the seal or signature of any person before whom such affidavit is hereby authorized to be taken in testimony of such affidavit having been made and submitted before him, may be admitted by the Registrar without proof of the genuineness of any such seal or signature or of the official character of such person or his authority to act in the matter.

Seal of officer to prove itself.

APPEALS TO THE COURT.

98. When any person intends to appeal to the court against any decision of the Registrar in any case in which an appeal is given by the Ordinance, he shall, within one month from the date of the decision appealed against or within such further time as the Registrar may allow, leave at the office a notice of such his intention on form TM No. 25.

Appeal to court.

99. Such notice shall also be accompanied by a statement in writing of the grounds of appeal and of the appellant's case in support thereof.

Grounds of appeal to be stated.

100. The appeal shall be by motion in the usual way, but no appeal shall be entertained of which notice has not been given in the manner hereinabove mentioned.

No appeal unless notice duly given.

WITHDRAWAL OF APPEALS.

101. Where under section 12 (5) or section 14 (8) of the Ordinance an appellant is entitled to withdraw his appeal, such withdrawal shall be effected by notice given to the Registrar and to the other parties, if any, to such appeal within seven days after the leave referred to in such sections has been obtained.

Withdrawal of appeal.

APPLICATIONS TO AND ORDERS OF THE COURT.

102. A copy of every application to the court under the Ordinance shall be served on the Registrar.

Application to court.

103. Where an order has been made by the court in any case under the Ordinance, the person in whose favour such order has been made, or such one of them, if more than one, as the Registrar may direct, shall forthwith leave at the office a certified copy of such order, together with form TM No. 26 if required. The register may, if necessary, thereupon be rectified or altered by the Registrar.

Order of court.

Publication of
order of court.

104. Whenever an order is made by the court under the Ordinance the Registrar may, if he thinks that such order should be made public, publish it in the *Gazette*.

REPEAL.

Repeal.

105. All general rules relative to trade marks heretofore made by His Excellency the Governor in Executive Council under section 40 (1) of "The Trade Marks Ordinance, 1888," as amended by Ordinances No. 4 of 1890; No. 6 of 1904, and No. 9 of 1906, and in force before January 1, 1927, shall be, and they are, hereby repealed as from that date without prejudice nevertheless to anything done under such rules or to any application or other matter then pending.

SCHEDULES.

First Schedule.

Fees.

The following fees shall be paid in connection with applications, registrations, and other matters under the Trade Marks Ordinance, No. 15 of 1925. Such fees must in all cases be paid before or at the time of the doing of the matter in respect of which they are to be paid:—

Item.	Description.	Fee.		Corresponding Form.
		Rs.	c.	
1 ..	On application not otherwise charged to register a trade mark for one or more articles included in one class ..	10	0	.. TM No. 2 or 3
2 ..	On application not otherwise charged to register a series of trade marks for one or more articles included in one class ..	10	0	.. TM No. 2 or 3
3 ..	On application under section 60 to register a mark for goods in one class ..	10	0	.. TM No. 6
4 ..	On application under section 60 to register a mark for goods in more than one class— In respect of every class ..	10	0	.. TM No. 6
	Total fee in no case to exceed Rs. 200 for any number of classes.			
5 ..	On an application to Registrar to state grounds of decision and materials used ..	10	0	.. TM No. 5
6 ..	On notice of opposition for each application opposed, by opponent ..	20	0	.. TM No. 7
7 ..	On filling a counter-statement in answer to a notice of opposition, by the applicant for each application opposed ..	10	0	.. TM No. 8
8 ..	On the hearing of each opposition, by applicant and by opponent respectively ..	20	0	.. TM No. 9
9 ..	For registration of a trade mark for one or more articles included in one class ..	20	0	.. TM No. 10
10 ..	For registration of a series of trade marks for one or more articles included in one class— For the first mark ..	20	0	.. TM No. 10
	And for every other mark of the series ..	2	50	.. —
11 ..	For registration under section 60 of a mark for goods in more than one class— In respect of every class ..	20	0	.. TM No. 10
	Total fee in no case to exceed Rs. 400 for any number of classes.			
12 ..	Upon each entry in the register, of a note that a mark is associated with a newly registered mark ..	1	0	.. —
13 ..	On application to register a subsequent proprietor in cases of assignment or transmission of a single mark— (i.) If made within one year from the date of acquisition of proprietorship or the coming into force of this schedule ..	20	0	.. TM No. 13 or 14
	(ii.) If made after the expiration of one year from date of acquisition of proprietorship and the coming into force of this schedule ..	50	0	.. TM No. 13 or 14
14 ..	On application to register a subsequent proprietor of more than one mark standing in the same name the devolution of title being identical in each case— (i.) If made within one year from the date of acquisition of proprietorship or the coming into force of this schedule— For the first mark ..	20	0	.. TM No. 13 or 14
	And for every other mark ..	2	0	.. —

Item.	Description.	Fee. Rs. c.	Corresponding Form.
	(ii.) If made after expiration of one year from date of acquisition of proprietorship and the coming into force of this schedule—		
	For the first mark ..	50 0 ..	TM No. 13 or 14
	And for every other mark ..	2 0 ..	—
15 ..	On application to change the name of a proprietor of a single mark where there has been no alteration in the proprietorship ..	5 0 ..	TM No. 19
16 ..	On application to change the name of a proprietor of more than one mark standing in the same name, the change being the same in each case—		
	For the first mark ..	5 0 ..	TM No. 19
	And for every other mark ..	1 0 ..	—
17 ..	For renewal of registration of a mark at expiration of last registration (for each class),	20 0 ..	TM No. 11 or 12
18 ..	For renewal of registration of a series of marks at the expiration of last registration (for each class)—		
	For the first mark of the series ..	20 0 ..	TM No. 11 or 12
	And for every other mark of the series ..	2 0 ..	—
19 ..	For renewal of a mark registered under section 60 for goods in more than one class—		
	In respect of every class ..	20 0 ..	TM No. 11 or 12
	Total fee, in no case to exceed Rs. 400.		
20 ..	Additional fee under rule 65 ..	10 0 ..	—
21 ..	Additional fee under rule 66 ..	20 0 ..	—
22 ..	For altering a single entry of the address of a registered proprietor ..	2 50 ..	TM No. 16
23 ..	For altering more than one entry of the address of a registered proprietor where the address in each case is the same and is altered in the same way—		
	For the first entry ..	2 50 ..	TM No. 16
	And for every other entry ..	1 0 ..	—
24 ..	For every entry in the register of a rectification thereof or an alteration therein not otherwise charged ..	10 0 ..	TM No. 26
25 ..	For cancelling the entry or part of the entry of a trade mark upon the register on the application of the owner of such trade mark ..	5 0 ..	TM No. 20 or 21
26 ..	On request, not otherwise charged, for correction of clerical error, or for amendment of application, or for entry of disclaimer ..	5 0 ..	TM No. 18 or 22
27 ..	For a search under rule 89 ..	10 0 ..	TM No. 24
28 ..	For certificate of Registrar of registration to be used in legal proceedings ..	10 0 ..	TM No. 30
29 ..	For certificate of Registrar of the registration of a trade mark to be used for the purpose of obtaining registration abroad ..	5 0 ..	TM No. 29
30 ..	For certificate of Registrar of the registration of a series of marks for the purpose of obtaining registration abroad ..	10 0 ..	TM No. 29
31 ..	For certificate of Registrar other than certificate under section 17 or certificate of registration to be used in legal proceedings, or for the purpose of obtaining registration abroad ..	5 0 ..	TM No. 27 or 28
32 ..	On notice of appeal from the Registrar to the court in respect of each decision appealed against, by appellant ..	20 0 ..	TM No. 25
33 ..	On an application to the Registrar under section 23 ..	50 0 ..	TM No. 17
34 ..	On an application to the Registrar for leave to add to or alter a single mark ..	20 0 ..	TM No. 23
35 ..	On an application to the Registrar for leave to add to or alter more than one mark of the same proprietor, the addition or alteration to be made, in each case being the same—		
	For the first mark ..	20 0 ..	TM No. 23
	And for every other mark ..	10 0 ..	—

Item.	Description.	Fee. Rs. c.	Corresponding Form.
36 ..	For inspecting register, notice of opposition, counter-statement, or decision, or any other document, for every quarter of an hour ..	0 50 ..	—
37 ..	For making a search amongst the classified representations of trade marks for every quarter of an hour ..	0 50 ..	—
38 ..	For copies of documents for every 120 words or part thereof ..	0 50 ..	—
39 ..	For certifying office copies, Ms, or printed matter ..	1 0 ..	—
40 ..	In cases where the advertisement relating to a trade mark requires a greater space than 2 inches of the depth of the page of the <i>Government Gazette</i> , for every inch or part of an inch over 2 inches ..	1 0 ..	—

For the purpose of these fees (except as specially provided above) every mark of a series under section 26 of the Ordinance shall be deemed to be a mark separately registered.

Second Schedule.

Forms.

No. of Form.	Title of Form.	No. of Correspond- ing Item in Fees Schedule.
TM No. 1 ..	Authorization ..	—
TM No. 2 ..	Application for registration of trade mark in Part A of the register ..	1, 2
TM No. 3 ..	Application for registration of trade mark in Part B of the register ..	1, 2
TM No. 4 ..	Additional representation of trade mark ..	—
TM No. 5 ..	Request for statement of grounds of decision ..	5
TM No. 6 ..	Application for registration of trade mark under section 60 ..	3, 4
TM No. 7 ..	Opposition to application for registration ..	6
TM No. 8 ..	Counter-statement to opposition to application for registration ..	7
TM No. 9 ..	Application for hearing by the Registrar ..	8
O No. 1 ..	Notice of non-completion of registration ..	—
TM No. 10 ..	Fee for registration of a trade mark ..	9, 10, 11
O No. 2 ..	Certificate of registration under section 17 ..	—
TM No. 11 ..	Renewal of registration ..	17, 18, 19
O No. 3 ..	First notice before removal of mark from Register, under section 30 ..	—
O No. 4 ..	Second notice before removal of mark from register, under section 30 ..	—
TM No. 12 ..	Renewal of registration after notice has been given by Registrar ..	17, 18, 19
TM No. 13 ..	Request by registered proprietor and assignee to register assignee as subsequent proprietor ..	13, 14
TM No. 14 ..	Request to enter name of subsequent proprietor ..	13, 14
TM No. 15 ..	Affidavit in support of request to enter name of subsequent proprietor ..	—
TM No. 16 ..	Application for alteration of address on register ..	22, 23
TM No. 17 ..	Application for apportionment of trade marks ..	33
TM No. 18 ..	Correction of clerical error or amendment of application ..	26
TM No. 19 ..	Request to enter change of name of registered proprietor ..	15, 16
TM No. 20 ..	Application by proprietor to cancel entry on register ..	25
TM No. 21 ..	Request to strike out goods from those for which a mark is registered ..	25
TM No. 22 ..	Request to enter disclaimer, &c. ..	26
TM No. 23 ..	Application to add to or alter a trade mark ..	34, 35
TM No. 24 ..	Request for search under rule 89 ..	27
TM No. 25 ..	Notice to the Registrar of appeal to the court ..	32
TM No. 26 ..	Notice of order of court for alteration of register ..	24
TM No. 27 ..	Request for general certificate ..	31
TM No. 28 ..	Request for certificate of refusal to register ..	31
TM No. 29 ..	Request for certificate of registration for use in obtaining registration abroad ..	29, 30
TM No. 30 ..	Request for certificate of registration for use in legal proceedings ..	28

Form TM No. 1.

CEYLON.

The Trade Marks Ordinance, No. 15 of 1925.

Authorization of Agent.

(Rule 10.)

*If a firm, the full names of all the partners must be inserted.

(a) Here insert name and address of agent.

(b) Here state the particular purpose for which the agent is appointed.

(c) Here state nationality.

(d) To be signed by the person appointing the agent.

I (or we)* _____ have appointed (a) _____ of _____ to act as my (or our) agent for (b) _____, and request that all notices, requisitions, and communications relating thereto may be sent to such agent at the above address. I revoke all previous authorizations, if any.

I (or we) hereby declare that I am (or we are) a (c) _____.

(d) _____

Address : _____

Dated the _____ day of _____, 19 _____.

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

Note.—If executed in Ceylon this document is liable to a stamp duty of Rs. 5. If executed outside Ceylon it should, within three months after it has been first received in the Island, be forwarded to the Commissioner of Stamps to be stamped under section 42 of the Stamp Ordinance, 1909.

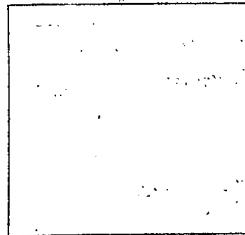
Form TM No. 2.

CEYLON.

The Trade Marks Ordinance, No. 15 of 1925.

Application for Registration of Trade Mark in Part A of the Register.

Stamp of Rs. 10.



One representation to be fixed within this square, and four others to be sent on separate forms TM No. 4.

Representations of a larger size may be folded, but must then be mounted upon linen and affixed hereto.

(a) Only goods contained in one and the same class should be set out here. A separate application is required for each separate class.

(b) Here insert legibly the full name, address, business, and nationality of the individual, firm, or company. Add trading style (if any). If a firm, the names of all partners must be given. In the case of a corporation, particulars of incorporation must be given in lieu of nationality.

(c) Alter to "claim to be the proprietors thereof" in the case of a firm or company.

Application is hereby made for registration in Part A of the register of the accompanying trade mark in class _____, in respect of (a) _____ in the name of (b) _____ of (address, business, and nationality) _____ trading as _____ who claims to be the proprietor thereof (c).

(Signed) _____

Dated the _____ day of _____, 19 _____.

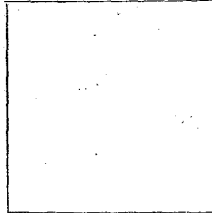
To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

Form TM No. 3:

CEYLON.

Stamp
of
Rs. 10.*The Trade Marks Ordinance, No. 15 of 1925.*Application for Registration of Trade Mark
in Part B of the Register.

(Rule 35.)



One representation to be fixed within this square, and four others to be sent on separate forms TM No. 4.

Representations of a larger size may be folded, but must then be mounted upon linen and affixed hereto.

(a) Only goods contained in one and the same class should be set out here. A separate application is required for each separate class.

(b) Here insert legibly the full name, address, business, and nationality of the individual firm, or company. Add trading style (if any). If a firm, the names of all partners must be given in full.

In the case of a corporation, particulars of incorporation must be given in lieu of nationality.

(c) Alter to "claim to be the proprietors thereof" in the case of a firm or company.

Application is hereby made for registration in Part B of the register of the accompanying trade mark in class _____, in respect of (a) _____ in the name of (b) _____ of (address, business, and nationality) _____ trading as _____ who claims to be the proprietor thereof (c), having used it in respect of the said goods for not less than two years prior to the date of this application, the date of its first user being _____.

(Signed) _____

Dated the _____ day of _____, 19—.

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

Affidavit as to User.

(To be indorsed on the reverse of form TM No. 3.)

(a) Here insert place of user.

(b) Here insert date of first user.

I _____ of _____ do hereby make oath and say (or solemnly and sincerely affirm and declare) that _____ have *bona fide* used the mark shown on the other side hereof as a trade mark in respect of the goods mentioned, within the (a) _____ since the (b) _____.

And I make this oath (or solemn declaration) conscientiously believing the same to be true.

(Signature) _____

Sworn or affirmed at _____

This _____ day of _____, 19—.

Before me _____
(Signature of authority before whom the
affidavit is made.)

Stamp
of
Re. 1.

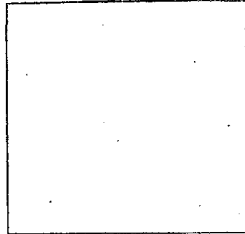
To be cancelled by
deponent.

Form TM No. 4.

CEYLON.

*The Trade Marks Ordinance, No. 15 of 1925.*Additional Representation of Trade Mark, to accompany
Application for Registration.

(Rule 22.)



One representation of the trade mark to be affixed within this square. It must correspond *exactly* in all respects with the representation affixed to the application form.

Any representation of a larger size than foolscap may be folded, but must then be mounted upon linen and affixed hereto.

Four of these additional representations of the trade mark must accompany *each* form of application.

Form TM No. 5.

CEYLON.

The Trade Marks Ordinance, No. 15 of 1925.

Request for Statement of Grounds of Decision.

Stamp of Rs. 10.

(Rule 33.)

I/We request you to state in writing the grounds of your decision, dated the _____ day of _____, 19—, in the matter of the trade mark No. _____, after the hearing on the _____ day of _____, 19—, and the materials used by you in arriving at such decision.

(Signed) _____.

Dated the _____ day of _____, 19—.

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

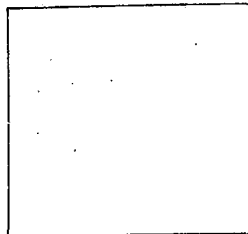
Form TM. No. 6.

CEYLON.

*The Trade Marks Ordinance, No. 15 of 1925.*Special Application for Registration of Trade
Mark under Section 60.

Fee prescribed by item 3 or 4.

(Rule 36.)



One representation to be fixed within this square, and four others to be sent on separate half sheets of foolscap.

Representations of a larger size may be folded, but must then be mounted upon linen and affixed hereto.

(a) Only goods contained in one and the same class should be set out here. A separate application is required for each separate class.

Application is hereby made for registration of the accompanying trade mark in class _____, in respect of (a) _____ in the name of _____ of (address, business, and nationality) _____.

(Signed) _____.

Dated the _____ day of _____, 19—.

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

Form TM No. 7.

CEYLON.

*The Trade Marks Ordinance, No. 15 of 1925.*Notice of Opposition to Application for
Registration.Stamp
of
Rs. 20.

(Rule 45.)

(To be accompanied by an unstamped duplicate.)

In the matter of an application No. _____ by
_____ of _____.* Here state
full name and
address.I* _____ hereby give notice of my opposition to the registration of the trade mark advertised under the above number for class _____ in the *Ceylon Government Gazette* No. _____ of the _____ day of _____, 19____, Part I., page _____.

The grounds of opposition are as follows :—

(Signed) _____.

Dated the _____ day of _____, 19____.

Address for service :—

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

Form TM No. 8.

CEYLON.

The Trade Marks Ordinance, No. 15 of 1925.

Counter-statement.

Stamp
of
Rs. 10.

(Rule 46.)

(To be accompanied by an unstamped duplicate.)

In the matter of an opposition to application
No. _____.

I (or we) _____, the applicant/applicants for the above trade mark, hereby give notice that the following are the grounds on which I (or we) rely as supporting my/our application :—

I/We admit the following allegations in the notice of opposition :—

(Signed) _____.

Dated the _____ day of _____, 19____.

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

Form TM No 9.

CEYLON.

The Trade Marks Ordinance, No. 15 of 1925.

Application for Hearing by the Registrar.

Stamp
of
Rs. 20.

(Rule 52.)

SIR,

(a) Here insert
name.(b) Here insert
address.

IN reply to your notice dated _____, 192____, giving (a) _____ of (b) _____ a date on which you will hear the arguments in the case of the opposition to application No. _____.

I beg to inform you that I intend to appear before you on the date that you have fixed, namely, the _____ day of _____, 192____.

I am, SIR,

Your obedient servant,

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

Form O No. 1.

CEYLON.

Notice of Non-completion of Registration.

(Rule 56.)

No. _____ /TM

To _____.

The Registrar has to call your attention to section 18 of the Trade Marks Ordinance, No. 15 of 1925, and to rule 56 of the Trade Marks Rules made thereunder. The section and the rule are printed on the back hereof.

Your application No. _____ was made on the _____ day of _____, 19—. Registration has not been completed by reason of your default. Unless you take such action as may be necessary to proceed with the application within one month from this date the application will be treated as abandoned.

Dated this _____ day of _____, 19—.

Registrar-General's Office,
Colombo, Ceylon.

Registrar of Trade Marks.

Form TM No. 10.

CEYLON.

The Trade Marks Ordinance, No. 15 of 1925.

Fee for Registration of a Trade Mark.

(Rule 57.)

Fee prescribed by Item 9, 10, or 11.
--

SIR,

IN reply to your letter No. _____ dated the _____ day of _____, 19—, I hereby transmit the prescribed fee of Rs. _____ for the registration of the trade mark No. _____ in class _____.

I am, Sir,
Your obedient servant,

*Signature.

Dated the _____ day of _____, 19—.

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

Form O No. 2.

CEYLON.

*The Trade Marks Ordinance, No. 15 of 1925.*Certificate of Registration under Section 17 (not for use
in Legal Proceedings, nor for obtaining registration
Abroad).

To _____.

I hereby certify, pursuant to rule 60 of the Trade Marks Rules, 192—, that the trade mark in your application No. _____, was duly advertised in the *Ceylon Government Gazette* No. _____ of _____ and in the _____ of _____ and has been registered in your name in class _____, in respect of the goods specified by you, viz. :—

Registration will continue in force for fourteen years from the date of the application, viz., _____, and may be renewed at the expiration of each period of fourteen years.

Witness my hand this _____ day of _____, 19—.

Registrar of Trade Marks.

Registrar-General's Office,
Colombo, Ceylon.

Form TM No. 11.

CEYLON.

The Trade Marks Ordinance, No. 15 of 1925.

Renewal of Registration before Notice given.

(Rule 61.)

Fee prescribed by Item 17, 18, or 19.

I/We (a) _____ of _____ hereby pay the prescribed fee of _____ rupees for the renewal of the registration of the trade mark No. _____ in class _____ in the name of (b) _____.

(a) Here insert
the name and
address of the
person paying
the fee.(b) Here insert
the name and
address of the
registered
proprietor.

(Signature.)

Dated the _____ day of _____, 19—.

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

Form O No. 3.

CEYLON.

*The Trade Marks Ordinance, No. 15 of 1925.*First Notice before Removal of Trade Mark from the
Register, under Section 30.

(Rule 63.)

To _____ No. _____/TM

In conformity with the provisions of section 30 of the Trade Marks Ordinance, No. 15 of 1925 (printed at back hereof), notice is hereby given that your trade mark No. _____, registered in class _____, will be removed from the Trade Marks Register, unless the prescribed fee of Rs. _____ be received at this office before the _____ day of _____, 19—, on which date the existing registration will expire.

The fee (which should, if possible, be paid by means of uncanceled Ceylon stamps) must be sent with a covering letter in form TM No. 12.

Dated this _____ day of _____, 19—.

Registrar of Trade Marks.

Registrar-General's Office,
Colombo, Ceylon.

Cash cannot be accepted in payment of fees, and local remittances made by means other than stamps will be returned.

Form O No. 4.

CEYLON.

*The Trade Marks Ordinance, No. 15 of 1925.*Second Notice before Removal of Trade Mark from the
Register, under Section 30.

(Rule 64.)

To _____ No. _____/TM

In conformity with the provisions of section 30 of the Trade Marks Ordinance, No. 15 of 1925 (printed at back hereof), notice is hereby given that your trade mark No. _____, registered in class _____ will be removed from the Trade Marks Register, unless the prescribed fee of Rs. _____ be received at this office before the _____ day of _____, 19—, on which date the existing registration will expire.

The fee (which should, if possible, be paid by means of uncanceled Ceylon stamps) must be sent with a covering letter in form TM No. 12.

If the above fee be not paid before the date above named, the trade mark will, after the end of two months from the date on which the omission to pay the fee has been advertised in the *Ceylon Government Gazette*, be removed from the Trade Marks Register, unless an additional fee of Rs. 10 be received.

Dated this _____ day of _____, 19—.

Registrar of Trade Marks.

Registrar-General's Office,
Colombo, Ceylon.

Cash cannot be accepted in payment of fees, and local remittances made by means other than stamps will be returned.

Form TM, No. 12.

CEYLON.

The Trade Marks Ordinance, No. 15 of 1925.

Renewal of Registration of Mark after Notice.

(Rule 65.)

Fee prescribed by Item 17, 18, or 19.

(a) Here insert the name and address of the person paying the fee.

(b) Here insert the name and address of the registered proprietor.

SIR,

In pursuance of your notice No. _____/TM _____ dated the _____ day of _____, 19____, I/we (a) _____ of _____ hereby pay the prescribed fee of Rs. _____ for renewal of registration of the trade mark No. _____ in class _____ in the name of (b) _____.

(Signature) _____.

Dated the _____ day of _____, 19____.

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

Form TM No. 13.

CEYLON.

The Trade Marks Ordinance, No. 15 of 1925.

Joint Request by Registered Proprietor and
Assignee to Register the Assignee as Subsequent
Proprietor of a Trade Mark.

Fee prescribed by Item 13 or 14.

(Rule 69.)

(a) Name and address of registered proprietor.

(b) Full name and address and nationality of assignee.

(c) Name of assignee.

(d) Trade or business of assignee.

(e) Address of assignee.

(f) Actual date on which the business was taken over.

(g) Full particulars of the instrument, if any, or statement of case.

We (a) _____ and (b) _____ hereby request, under rule 69, that the name of (c) _____ carrying on business as (d) _____ at (e) _____ may be entered in the Register of Trade Marks as proprietor of the trade mark No. _____ in class _____ as from the (f) _____ by virtue of (g) _____.

(Signatures) _____.

Dated this _____ day of _____, 19____.

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

N.B.—The instrument under which the assignee claims should accompany this form.

Form TM. No. 14.

CEYLON.

The Trade Marks Ordinance, No. 15 of 1925.

Request to enter Name of Subsequent
Proprietor of the Trade Mark upon the
Register.

Fee prescribed by Item 13 or 14.

(Rule 70.)

(a) Here insert full name, address, nationality, and description.

(b) Actual date on which the business was taken over.

(c) Here insert full particulars of the instrument, if any, or statement of case.

(d) Signature.

I (or we) (a) _____ hereby request that you will enter my (or our) name in the Register of Trade Marks as proprietor (or proprietors) of trade mark No. _____ in class _____ as from the (b) _____.

I am (or we are) entitled to the said trade mark and to the goodwill of the business concerned in the goods with respect to which the said trade mark is registered, by virtue of (c) _____.

My (or our) address for service is _____.

(d) _____.

Dated this _____ day of _____, 19____.

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

N.B.—The instrument under which the applicant claims should accompany this form.

Form TM No. 15.

CEYLON.

The Trade Marks Ordinance, No. 15 of 1925.

Affidavit (only to be furnished when requested by Registrar) in support of Statement of Case accompanying Form TM No. 13 or 14.

(Rule 73.)

* Strike out the words which do not apply.

(a) To be signed here by the person making the affidavit.

(b) Signature and title of the authority before whom the affidavit is made.

I _____ of _____ hereby *make oath and say (or *solemnly, sincerely, and truly declare and affirm) that the particulars set out in the statement of case, exhibit marked _____ and furnished by me in connection with my request to be registered as subsequent proprietor of the trade mark No. _____, in class _____, are true, and comprise every material fact and document affecting the proprietorship of the said trade mark as above claimed.

(a) _____

Stamp
of
Re. 1.

To be cancelled by the deponent.

*Sworn or *affirmed at _____ this _____ day of _____ 19__.

Before me

(b) _____

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

Fee
prescribed
by Item
22 or 23.

From TM No. 16.

CEYLON.

The Trade Marks Ordinance, No. 15 of 1925.

Application for Alteration of Address on Register of Trade Marks.

(Rule 76.)

In the matter of the trade mark No. _____ registered in class _____.

I (or we) _____ of _____ the registered proprietor of the trade mark numbered as above desire that my (or our) address on the Register of Trade Marks be altered to _____.

Dated this _____ day of _____, 19__.

* Signature.

* _____

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

Form TM No. 17.

CEYLON.

The Trade Marks Ordinance, No. 15 of 1925.

Application to Permit an Apportionment of Trade Marks.

(Rule 81.)

In the matter of the registered trade marks Nos. _____.

We, being the parties interested within the meaning of section 23 of the Trade Marks Ordinance, No. 15 of 1925, in certain marks of _____ who has ceased to carry on business, request you to permit an apportionment of those marks amongst the persons in fact continuing the business. With this application we send a case in pursuance of rule 81.

(Signed) _____
(Signed) _____

Dated this _____ day of _____, 19__.

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

Form TM No. 18.

CEYLON.

The Trade Marks Ordinance, No. 15 of 1925.
Request for Correction of Clerical Error or for
Amendment of Application.
(Rule 84.)

Stamp of Rs. 5.

SIR,

* Signature.

I HEREBY request _____.

* _____.

Dated this _____ day of _____, 19—.

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

Form TM No. 19.

CEYLON.

The Trade Marks Ordinance, No. 15 of 1925.
Request to Enter Change of Name of Registered
Proprietor of Trade Mark upon the Register.
(Rule 84.)

Fee prescribed by Item 15 or 16.

(a) Or we.
Here insert
name, address,
and description.

(b) My or our.

(c) Or names.

(d) I am or we
are.

(e) Here state
circumstances
under which the
change of name
took place.

* Signature.

I (a) _____ hereby request that you will enter (b) _____
name (c) in the Register of Trade Marks as proprietor of the
trade mark No. _____ in class _____.

(d) _____ entitled to the said trade mark and to the
goodwill of the business concerned in the goods with respect to
which the said trade mark is registered.

There has been no change in the actual proprietorship of the
said trade mark, but (e) _____.

* _____.

Dated this _____ day of _____, 19—.

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

Form TM No. 20.

CEYLON.

The Trade Marks Ordinance, No. 15 of 1925.
Application by Proprietor of Registered Trade
Mark to cancel Entry on Register.
(Rule 84.)

Stamp. of Rs. 5.

Trade mark, No. _____, class _____, advertised in
the *Ceylon Government Gazette* No. _____, Part _____,
page _____.

Name of registered proprietor : _____.

Place of business : _____.

Description : _____.

I, the undersigned, _____ of _____ (or I, the undersigned,
_____ a member of the firm of _____ of _____ on
behalf of my said firm) _____ apply that the entry upon the
Register of Trade Marks of the trade mark No. _____ in
class _____ may be cancelled.

* Signature.

* _____.

Dated this _____ day of _____, 19—.

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

Form TM No. 21.

CEYLON.

The Trade Marks Ordinance, No. 15 of 1925.
Request to Strike out Goods from those for
which a Trade Mark is Registered.
(Rule 84.)

Stamp of Rs. 5.

I _____ of _____ hereby request that you will strike
out _____ from the goods for which the trade mark
No. _____ is registered in class _____.

* Signature.

* _____.

Dated this _____ day of _____, 19—.

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

Form TM No. 22.

CEYLON.

*The Trade Marks Ordinance, No. 15 of 1925.*Request to enter Disclaimer or Memorandum
relating to a Trade Mark.

(Rule 84.)

Stamp
of
Rs. 5.I _____ of _____ hereby request that you will enter in
the register in connection with trade mark No. _____ in
class _____ the following _____ namely _____.

* Signature.

* _____

Dated this _____ day of _____, 19__.

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

Form TM No. 23.

CEYLON.

*The Trade Marks Ordinance, No. 15 of 1925.*Application under Section 34 of the Ordinance
to add to or alter a Trade Mark.

(Rule 87.)

Fee
prescribed
by Item
34 or 35.In the matter of the trade mark No. _____ in
class _____.Application is hereby made on behalf of the registered proprietor
of the trade mark numbered as above to alter it in the following
particulars, that is to say:—(Here fill in
particulars.)Four copies of the mark as it will appear when so altered are
filed herewith.

(Signed) _____

Dated this _____ day of _____, 19__.

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

Form TM No. 24.

CEYLON.

The Trade Marks Ordinance, No. 15 of 1925.

Request for Search under Rule 89.

Stamp
of
Rs. 10.You are hereby requested to search under rule 89 in
class _____ to ascertain whether any trade marks are on record
which resemble the trade mark sent herewith in duplicate each
mounted on a half sheet of foolscap.

* Signature.

* _____

† Address.

† _____

Dated this _____ day of _____, 19__.

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

Form TM No. 25.

CEYLON.

The Trade Marks Ordinance, No. 15 of 1925.

Notice to the Registrar of Appeal to the Court.

(Rule 98.)

Stamp
of
Rs. 20.

(a) Here insert full name and address of appellant.

(b) Here insert "the decision" or "that part of the decision" as the case may be.

(c) Here insert the decision complained of.

I (a) _____ of (a) _____ hereby give notice of my intention to appeal to the District Court of Colombo from (b) _____ of the Registrar dated the _____ day of _____, 19____, whereby he (c) _____.

Accompanying this notice is a statement of my case for the decision of the court.

(Signed) _____.

Dated this _____ day of _____, 19____.

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

Form TM No. 26.

CEYLON.

The Trade Marks Ordinance, No. 15 of 1925.

Notice of Order of Court for Alteration or Rectification of Register of Trade Marks.

* (Rule 103.)

In the matter of the trade mark No. _____, registered in class _____ in the name of _____.

Notice is hereby given that by an order of the court made on the _____ day of _____, 19____, it was directed that _____.

A certified copy of the order of the court is enclosed herewith.

Dated this _____ day of _____, 19____.

* To be signed by the person interested or his agent.

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

Form TM No. 27.

CEYLON.

The Trade Marks Ordinance, No. 15 of 1925.

Request for General Certificate of Registrar (other than Certificate for use in Legal Proceedings or for use in obtaining Registration Abroad.)

(Rule 95.)

In the matter of the trade mark, No. _____ in class _____.

SIR,

I, _____, of _____, hereby request you to furnish me with your certificate that (a) _____.

(b) _____.

Dated this _____ day of _____, 19____.

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

(a) Here set out the particulars which the Registrar is requested to certify.

(b) Signature.

Form TM No. 28.

CEYLON.

The Trade Marks Ordinance, No. 15 of 1925.

Request for Certificate of Refusal to Register a Trade Mark.

(Rule 95.)

In the matter of an application for registration of a trade mark, No. _____ in class _____.

SIR,

I, _____, of _____, the applicant in the above matter, hereby request you to furnish me with your certificate of refusal to register the said trade mark.

Dated this _____ day of _____, 19____.

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

* Signature of applicant.

Stamp
of
Rs. 10.Stamp
of
Rs. 5.Stamp
of
Rs. 5.

Form TM No. 29.

CEYLON.

The Trade Marks Ordinance, No. 15 of 1925.

Request for Certificate of Registration of Trade Mark for use in obtaining Registration Abroad.

Fee prescribed by Item 29 or 30.

(Rule 95.)

In the matter of the trade mark No. _____ registered in class _____ in the name of _____

(a) Here state name of country in which registration is to be sought.

(b) Signature of applicant.

SIR,

I, _____, of _____, the registered proprietor of the above trade mark, hereby request you to furnish me with your certificate of registration for use in obtaining registration of the same in (a) _____.

(b) _____.

Dated this _____ day of _____, 19__.

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.

Form TM No. 30.

CEYLON.

The Trade Marks Ordinance, No. 15 of 1925.

Request for Certificate of Registration of Trade Mark to be used in Legal Proceedings.

Stamp of Rs. 10.

(Rule 95.)

In the matter of the trade mark No. _____ registered in class _____ in the name of _____

SIR,

I, _____, of _____, the registered proprietor of the above trade mark, hereby request you to furnish me with your certificate of registration to be used in legal proceedings.

* Signature.

* _____.

Dated this _____ day of _____, 19__.

To the Registrar of Trade Marks,
Registrar-General's Office,
Colombo.**Third Schedule.**

Classification of Goods.

*Classification of Goods.**Illustrations.**

Class 1.

Chemical substances used in manufactures, photography, or philosophical research, and anti-corrosives.

Such as—Acids (including vegetable acids), alkalies, artists' colours, pigments, mineral dyes.

Class 2.

Chemical substances used for agricultural, horticultural, veterinary, and sanitary purposes.

Such as—Artificial manure, cattle medicines, deodorisers, vermin destroyers.

Class 3.

Chemical substances prepared for use in medicine and pharmacy.

Such as—Cod liver oil, medicated articles, patent medicines, plasters, rhubarb.

* Goods are mentioned in this column by way of illustration, and not as an exhaustive list of the contents of a class.

*Classification of Goods.**Illustrations.*

Class 4.

Raw or partly prepared vegetable, animal, and mineral substances used in manufactures, not included in other classes.

Such as—Resins, oils used in manufactures and not included in other classes, dyes other than mineral, tanning substances, fibrous substances (*e.g.*, cotton, hemp, flax, jute), wool, silk, bristles, hair, feathers, cork, seeds, coal, coke, bone, sponge.

Class 5.

Unwrought and partly wrought metals used in manufactures.

Such as—Iron and steel (pig or cast), rough iron, iron bar and rail (including rails) for railways, iron bolt and rod, sheet iron and boiler and armour plates, hoop iron, pig lead, rolled lead, sheet lead, wire, copper, zinc, gold in ingots.

Class 6.

Machinery of all kinds and parts of machinery, except agricultural and horticultural machines included in class 7

Such as—Steam engines, boilers, pneumatic machines, hydraulic machines, locomotives, sewing machines, weighing machines, machine tools, mining machinery, fire engines.

Class 7.

Agricultural and horticultural machinery and parts of such machinery.

Such as—Ploughs, drilling machines, reaping machines, threshing machines, churns, cyder presses, chaff cutters.

Class 8.

Philosophical instruments, scientific instruments and apparatus for useful purposes, instruments and apparatus for teaching.

Such as—Mathematical instruments, gauges, logs, spectacles, educational appliances.

Class 9.

Musical instruments.

Class 10.

Horological instruments.

Class 11.

Instruments, apparatus, and contrivances, not medicated, for surgical or curative purposes or in relation to the health of men or animals.

Such as—Bandages, friction gloves, lancets, fleams, enemas.

Class 12.

Cutlery and edge tools.

Such as—Knives, forks, scissors, shears, files, saws.

Class 13.

Metal goods not included in other classes.

Such as—Anvils, keys, basins (metal), needles, hoes, shovels, corkscrews.

Class 14.

Goods of precious metals (including aluminium, nickel, Britannia metal, &c.) and jewellery, and imitations of such goods and jewellery.

Such as—Plate, clock cases and pencil cases of such metals, Sheffield and other plated goods, gilt and ormolu work.

Class 15.

Glass.

Such as—Window and plate glass, painted glass, glass mosaic, glass beads.

Class 16.

Porcelain and earthenware.

Such as—China, stone ware, terra cotta, statuary porcelain, tiles, bricks.

Class 17.

Manufactures from mineral and other substances for building or decoration.

Such as—Cement, plaster, imitation marble, asphalt.

Class 18.

Engineering, architectural, and building contrivances.

Such as—Diving apparatus, warming apparatus, ventilating apparatus, filtering apparatus, lighting contrivances, drainage contrivances, electric and pneumatic bells.

Class 19.

Arms, ammunition, and stores not included in class 20.

Such as—Cannon, small arms, fowling pieces, swords, shot and other projectiles, camp equipage, equipments.

<i>Classification of Goods.</i>	<i>Illustrations.</i>
Class 20. Explosive substances.	Such as—Gunpowder, guncotton, dynamite, fog signals, percussion caps, fireworks, cartridges.
Class 21. Naval architectural contrivances and naval equipments not included in other classes.	Such as—Boats, anchors, chain cables, rigging.
Class 22. Carriages.	Such as—Railway carriages, wagons, railway trucks, bicycles, bath chairs.
Class 23. (a) Cotton yarn, (b) Sewing cotton	—
Class 24. Cotton piece goods of all kinds.	Such as—Cotton shirtings, long cloth.
Class 25. Cotton goods not included in other classes.	Such as—Cotton lace, cotton braids, cotton tapes.
Class 26. Linen and hemp, yarn and thread.	—
Class 27. Linen and hemp piece goods.	—
Class 28. Linen and hemp goods not included in other classes.	—
Class 29. Jute, yarns and tissues, and other articles made of jute not included in other classes.	—
Class 30. Silk, spun, thrown, or sewing.	—
Class 31. Silk piece goods.	—
Class 32. Silk goods not included in other classes.	—
Class 33. Yarns of wool, worsted, or hair.	—
Class 34. Cloths and stuffs of wool, worsted, or hair.	—
Class 35. Woollen and worsted and hair goods not included in other classes.	—
Class 36. Carpets, floor cloth, and oil cloth.	Such as—Drugget, mats and matting, rugs.
Class 37. Leather, skins unwrought and wrought, and articles made of leather not included in other classes.	Such as—Saddlery, harness, whips, portmanteaus, furs.
Class 38. Articles of clothing.	Such as—Hats of all kinds, caps and bonnets, hosiery, gloves, boots and shoes, other ready-made clothing.
Class 39. Paper (except paper hangings), stationery, and bookbinding.	Such as—Envelopes, sealing wax, pens (except gold pens), ink, playing cards, blotting cases, copying presses.

<i>Classification of Goods.</i>	<i>Illustrations.</i>
Class 40. Goods manufactured from India rubber and guttapercha not included in other classes.	—
Class 41. Furniture and upholstery.	Such as—Paper hangings, papier mache, mirrors, mattresses.
Class 42. Substances used as food or as ingredients in food.	Such as—Cereals, pulses, olive oil, hops, malt, dried fruits, tea, sago, salt, sugar, preserved meats, confectionery, oil cakes, pickles, vinegar, beer clarifiers.
Class 43. Fermented liquors and spirits.	Such as—Beer, cider, wine, whisky, liqueurs.
Class 44. Mineral and aerated waters, natural and artificial, including ginger beer.	—
Class 45. Tobacco, whether manufactured or unmanufactured.	—
Class 46. Seeds for agricultural and horticultural purposes.	—
Class 47. Candles, common soap, detergents, illuminating, heating, or lubricating oils, matches, and starch, blue, and other preparations for laundry purposes.	Such as—Washing powders, benzine collas.
Class 48. Perfumery (including toilet articles, preparations for the teeth and hair, and perfumed soap).	—
Class 49. Games of all kinds and sporting articles not included in other classes.	Such as—Billiard tables, roller skates, fishing nets and lines, toys.
Class 50. Miscellaneous, including—	Such as—Coopers' wares.
(1) Goods manufactured from ivory, bone, or wood not included in other classes.	
(2) Goods manufactured from straw or grass not included in other classes.	
(3) Goods manufactured from animal and vegetable substances not included in other classes.	
(4) Tobacco pipes.	
(5) Umbrellas, walking sticks, brushes, and combs for the hair.	
(6) Furniture cream, plate powder.	
(7) Tarpaulins, tents, rick cloths, rope (jute or hemp), twine.	
(8) Buttons of all kinds other than of precious metal or imitations thereof.	
(9) Packing and hose of all kinds.	
(10) Goods not included in the foregoing classes.	

(Continued on page 3467.)

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the privilege of removing coal cinders, ashes, and clinker, approximately 350 tons per annum, put out from engine fire boxes at Alutgama Railway Station, for a period of one year from January 1, 1927, from persons willing to tender for the same.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the General-Manager of the Railway, Colombo.

3. Tenders should either be deposited in the Office of the General Manager of the Railway, or be sent through the post.

4. Tenders should be marked "Tender for the privilege of removing coal cinders and ashes at Alutgama," in the left hand corner of the envelope, and should reach the Office of the General Manager of the Railway not later than midday on Tuesday, December 21, 1926.

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. 25 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 make payment in advance of the full rental tendered for, for the whole year, 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 full amount of rental for the whole year must be paid in advance within ten days of acceptance of tender being notified. All other necessary information can be ascertained upon application at the office referred in section 5.

8. All that coal cinders, ashes, and clinker must be removed daily between the hours of 8 A.M. and 5 P.M., subject to variation at the discretion of the General Manager. Sorting of cinders, &c., from the ashes will not be allowed on the Railway premises, and their removal must be done in such a way as not to interfere with the work of the Railway, as otherwise the contract is liable to be determined at any time before the close of its period, without any compensation to the contractor.

9. The contract is on no account to be assigned or sublet without the authority of the General Manager.

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

11. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled, and any offers received containing conditions not mentioned herein will be rejected without question.

12. The General Manager reserves to himself the right, without question, of rejecting any or all tenders.

13. 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 a Government contractor issue a power of attorney to a person whose name is on the defaulting contractors' list authorizing him to carry on the contract.

J. J. P. FELIX,
for General Manager.

Colombo, December 6, 1926.

SCHEDULES of rates are hereby invited for all works in connection with the new road from Pesalai to Talaimannar.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the District Engineer, Mannar, 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, Mannar, 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. Schedule of rates must be submitted on forms to be obtained from the Office of the District Engineer, Mannar, 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, Mannar, endorsed on the outside "Schedule of Rates for New Road from Pesalai to Talaimannar," so as to reach the offices of the foregoing officers on or before 12 noon on January 5, 1927. All imported articles such as cement, tar, steel powder, and fuse 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. The accepted tenderer will be required to complete and hand over the work to the District Engineer, Mannar, on or before a date to be agreed upon.

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 tender submitted, nor to give all the work included in the whole scheme or in any one item to any one contractor.

S. J. KIRBY,
for Director of Public Works.

Public Works Office,
Colombo, December 8, 1926.

SCHEDULES of rates are hereby invited for the construction of a Maternity Ward, Undugoda hospital, Kegalla District.

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

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, Kegalla, any week day between the hours of 9.30 A.M. and 4.30 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, Kegalla. Both copies of schedules shall be duly signed and dated and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Sabaragamuwa, Ratnapura, and the duplicate addressed to the District Engineer, Kegalla, endorsed on the outside "Schedules of Rates for the Construction of a Maternity Ward, Undugoda Hospital, Kegalla District," so as to reach the offices of the foregoing officers on or before 12 noon on Monday, January 10, 1927.

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. 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. Any address for the delivery of letters or notices shall be given in each schedule.

7. Government reserves to itself the right to supply the contractor with any materials, including any imported articles, which may be necessary in the execution of the work included in any agreement.

8. The accepted tenderer will be required to complete and hand over the work to the District Engineer, Kegalla, on or before the date to be agreed upon.

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, Sabaragamuwa, Ratnapura, 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.

Public Works Office, S. J. KIRBY,
Colombo, December 8, 1926. for Director of Public Works.

SCHEDULES of rates are hereby invited for the construction of two Government Bungalows at Ratnapura.

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

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, Ratnapura, any week day between the hours of 9.30 A.M. and 4.30 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, Ratnapura. Both copies of schedules shall be duly signed and dated and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Sabaragamuwa, Ratnapura, and the duplicate addressed to the District Engineer, Ratnapura, endorsed on the outside "Schedules of Rates for the Construction of Two Government Bungalows at Ratnapura," so as to reach the offices of the foregoing officers on or before 12 noon on Monday, January 10, 1927.

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. 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. Any address for the delivery of letters or notices shall be given in each schedule.

7. Government reserves to itself the right to supply the contractor with any materials, including any imported articles, which may be necessary in the execution of the work included in any agreement.

8. The accepted tenderer will be required to complete and hand over the work to the District Engineer, Ratnapura, on or before the date to be agreed upon.

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 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, Sabaragamuwa, Ratnapura, 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.

Public Works Office, S. J. KIRBY,
Colombo, December 8, 1926. for Director of Public Works.

TENDERS are hereby invited for the maintenance of the following works in respect of the following:—

Buildings.

- (1) Queen's House and Temple Trees.
- (2) Secretariat, General Post Office, Controller of Revenues Office, Central Telegraph Office, Public Works Department, Survey General's Office, and Colonial Stores.
- (3) All other Government offices excluding those situated at Torrington square.
- (4) Government offices at Torrington square and Government bungalows A, B, C type at McCarthy road, Torrington place, Londgen place, and Buller's road.
- (5) Government bungalows B, C, and D type at Stanmore crescent and Brownrigg road, University, Royal, and Training Colleges.
- (6) Government bungalows E, F, and G type.
- (7) General Hospital, Eye Hospital, and De Soysa Lying-in-Home.
- (8) Leper Asylum, Hendela.
- (9) Lunatic Asylum and I. D. H. Angoda.
- (10) All other Hospital buildings.
- (11) Police stations and buildings Fort, Pettah, Maradana, Kotahena, Modera, and Borella.
- (12) Police stations and buildings Wellawatta, Cinnamon Gardens, Colpetty, Slave Island, and Police Training School, Bambalapitiya.
- (13) Repairs to water supply and fittings to all Government bungalows A, B, C, D, E, F, and G type.
- (14) Repairs to water supply and fittings to all Government offices and buildings.
- (15) Repairs to water supply and fittings to Lunatic Asylum and I. D. H. Angoda and Leper Asylum, Hendela.
- (16) Repairs to water supply and fittings to all other Hospitals and Police buildings.

2. The work included in each section will have to be separately tendered for and undertaken on separate agreements entered into by the District Engineer, Buildings, Colombo, and the contractor, on the basis of the accepted tendered rates.

3. Specifications, schedule of prices, and form of tender can be seen and all information obtained from the Office of the District Engineer, Buildings, 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. Tender (in the shape of a percentage "Off" or "On" the prices shown on the schedules of prices), must be submitted separately for each group of buildings given above on forms to be obtained from the Office of the District Engineer, Buildings, in duplicate, together with a copy of schedule of prices. The forms duly filled in signed and dated to be forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province, Colombo, and the duplicate addressed to the District Engineer, Buildings, Colombo, endorsed on the outside "Schedule of Rates for Queen's House, Government

Buildings, Offices, &c." (as the case may be), so as to reach the foregoing officers on or before 12 noon on December 22, 1926.

5. The schedule of prices must not be altered in any way but must be returned to the Provincial Engineer, Western Province, unaltered, having been duly signed and dated together with the form of tender. Any tender received by the Provincial Engineer unaccompanied by a signed copy of the schedule of prices will be rejected.

6. No tender shall be entertained from 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 in the list of Crown defaulting contractors, or any other person to whom the Provincial Engineer, Western Province, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

7. The 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 any contract or in any one item to any one contractor.

S. J. KIRBY,

Public Works Office, for Director of Public Works.
Colombo, December 8, 1926.

TENDERS are invited for the purchase of all timber and firewood, standing or fallen, within the boundaries of the demarcated coupes described in the annexed schedule.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Conservator of Forests, Kandy.

3. Tenders should either be deposited in the tender box in the Office of the Conservator of Forests, Kandy, or be sent through the post.

4. Tenders should be marked, in the case of respective services, "Tenders for the Purchase of Timber and Firewood, Southern Division (West)," in the left hand top corner of the envelope, and should reach the Office of the Conservator of Forests, Kandy, not later than midday on Tuesday, January 11, 1927.

5. The tenders are to be made upon forms which will be supplied upon application at the Divisional Forest Office, Galle. 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 for each of the coupes to be tendered for will be required to be made either at the Treasury or Kacheheri, and a receipt produced for the same before any form of tender is issued.

7. Tenderers should satisfy themselves by inspection before tendering as to the acreage and contents of the demarcated coupes referred to in the annexed schedule, as the figures given therein are estimated only and their correctness is no way guaranteed. The boundaries of each coupe will be pointed out by the Local Forest Rangers.

8. The successful tenderer will be required to execute a purchase agreement in respect of each coupe, and all tenderers should read and initial a copy of this agreement at the Office of the Divisional Forest Officer, Southern Division (West), Galle, at the time of obtaining tender forms.

9. Before execution of the agreement the purchaser will be required (a) to pay either the full purchase amount or, if paying by instalment, 40 per cent. thereof; (b) to deposit as security for efficient and punctual fulfilment of the agreement 10 per cent. of the full purchase amount tendered by him. The minimum security is Rs. 20. If paying by instalments the balance 60 per cent. of the full purchase price shall be paid by the purchaser in two equal instalments in accordance with clauses 2 and 4 of the special conditions set out below in this notice.

10. After payment of the first instalment of the purchase price, deposit of the security, and execution of the agreement, the purchaser will be entitled on application to refund of his tender deposit. Should

the successful tenderer fail to carry out the requirements of clauses 8 and 9 of this notice within 14 days of receiving notice in writing from the Divisional Forest Officer, that his tender has been accepted, the Rs. 20 deposited for each coupe will be forfeited to the Crown. The unsuccessful tenderer will be entitled to a refund of the amount deposited by him on application to the Divisional Forest Officer concerned.

11. Tenderers should make offers, written both in words and figures, for the timber and firewood contained in each of the coupes described under services A, B, C, D, and a rate per acre in the case of service E in the annexed schedule.

12. No offer below 35 cents per cubic yard for services A, D, and E, 30 cents per cubic yard for service B, 25 cents and 40 cents for coupes 5 and 6, respectively, of service C for the estimated firewood contents will be accepted, *i.e.*,

In the case of service A—

Rs. 70 for each of the coupes 1, 8, 9, and 10.

Rs. 56 for coupe 13.

Rs. 63 for each of the coupes 14, 15, and 16.

Rs. 280 for coupe 17.

In the case of service B—

Rs. 270 for coupe 1.

In the case of service C—

Rs. 62.50 for coupe 5.

Rs. 200 for coupe 6.

In the case of service D—

Rs. 280 for each coupe.

In the case of service E—

Rs. 43.75 per acre.

If these coupes are not sufficient to meet the local demand for firewood, further coupes will be demarcated from time to time.

13. No tender will be considered unless the procedure laid down above has been strictly complied with. The Conservator of Forests reserves to himself the right, without question, of rejecting any or all tenders and of accepting any portion of a tender.

14. The special rules for felling, conversion, and removal which the agreement will require to be observed are specified in the special conditions advertised below. Nothing in these special conditions shall render the purchaser in any way exempt from liability under the Forest Ordinance of 1907, should he be responsible for the commission of a forest offence outside the boundaries of his purchased coupe or coupes.

SPECIAL CONDITIONS.

(1) On payment of the full purchase amount the purchaser will be entitled to fell and remove on or before September 30, 1927, in the manner specified below, all the firewood contained in the purchased coupe or coupes. Any firewood not removed by the expiry date, September 30, 1927, shall *ipso facto* revert to the Crown.

(2) If the purchaser desires to pay by instalments, payment of a first instalment of 40 per cent. of the full purchase price tendered shall entitle him to fell and remove all the trees in not exceeding one-third of the total area of the coupe. Payment of 70 per cent. of the full purchase price by means of a second instalment of 30 per cent. shall entitle the purchaser to fell and remove all the trees in not exceeding two-thirds of the total area of coupes.

(3) The purchaser shall agree to commence felling along the full length of the southern boundary of each coupe and to progress this felling line in the direction of the northern boundary, always keeping it parallel to the southern boundary along which felling commences.

(4) The purchaser shall pay for the second instalment, or in all 70 per cent. of the full purchase price, within four months, and the third and final instalment within seven months of the date of execution of the agreement. Should the purchaser fail to pay the

second and final instalment when due, it shall be within the discretion of Divisional Forest Officer to cancel the agreement as from the date of such default. Any unremoved timber will revert to the Crown as from the date of such cancellation, and the purchaser will forfeit all claims thereto. On no account shall any postponement of the instalment payments or extension of the felling dates be granted.

(5) Should the purchaser fell or remove timber trees in excess of the quantity specified in special condition 2, nothing in the agreement shall exempt him from being liable for illicit felling and removal under the Forest Ordinance, No. 16 of 1907.

(6) The purchaser will be required to spread the branchwood evenly over the coupes immediately after conversion, so as to leave no bare patches liable to soil erosion.

(7) The purchaser shall either exercise such personal supervision as will ensure the conditions of this agreement being efficiently executed or employ an efficient supervisor.

(8) The purchaser or his agent or workmen shall not damage any boundary pillars or Inga Saman plants or block up the boundaries by depositing any brushwood or branches. All lines so blocked must be re-cleared by the purchaser.

(9) A general removal permit will be issued by the Divisional Forest Officer authorizing the purchaser to remove the firewood standing in one-third, two-thirds, or of the full coupe (according to the purchase amount paid *vide* conditions 2 and 4) in such daily quantities as will be specified in cart notes which must accompany each and every cart in transit. The Forest Ranger or the Forest Overseer or the Forest Guard will measure up the wood which is ready for removal twice daily at 9.30 A.M. and 3.30 P.M., and will issue the necessary cart notes which shall accompany each and every cart in transit.

(10) The purchaser shall agree that for each and every infringement of the above conditions he shall become liable to a fine not exceeding Rs. 100, to be imposed by the Divisional Forest Officer in writing at his discretion, and to be recovered from the purchaser's security money.

(11) The purchaser shall agree that, in the event of security money having become exhausted, it shall be within the discretion of the Divisional Forest Officer either (a) to accept a further security deposit amounting to 10 per cent. of the full tendered purchase price, or (b) to cancel the agreement and to refund to the purchaser such balance of the paid up purchase money, if any, as remains after deducting the value of firewood removed by the purchaser on the date of such cancellation. For the purpose of this clause the value of each removed cubic yard of firewood shall be reckoned at full royalty rates.

(12) The purchaser shall have the right of appeal to the Conservator of Forests in the event of the enforcement of any of the penalties specified in these conditions, and the purchaser shall agree to accept the Conservator's decision as final and binding.

In the case of services A, C, D, and E the purchaser shall be required to cut all material in the coupes in the coppice system by four distinct operations as follows:—

Operation 1.

All herbaceous and undergrowth other than tree growth shall be cut out. This operation shall commence along the full length of one boundary of each coupe and proceed in a straight line to the opposite boundary of that coupe. The whole area of each coupe must thus be covered including those portions, if any, which contain no tree growth.

Operation 2.

All tree seedlings and saplings which are under one inch diameter shall be coppiced out within two inches

of the ground by means of sharp cutties or any other instrument authorized by the Divisional Forest Officer. This operation shall commence from and proceed to the same boundaries and in the same alignment as operation 1. Not less than three days shall have elapsed between the execution of operation 1 and the commencement of operation 2 in any portion of the area, and there shall be an interval on the ground of not less than one chain between operations 1 and 2 except where the terminating boundary is reached.

Operation 3.

All saplings which are over one inch in diameter and not exceeding eight inches diameter shall be felled within twelve inches of the ground, and on the day of felling the stools shall be coppiced by means of sharp adzes cleanly and flush with the ground. This operation shall proceed from and to the same boundaries and with the same intervals in relation to operation 2, as the latter is required to proceed with in relation to operation 1.

Operation 4.

All trees over eight inches in diameter shall be felled within two inches of the ground and within three days of felling all the stools which are between eight inches and fifteen inches diameter shall be coppiced cleanly and to within one inch of the ground. This operation shall proceed from and to the same boundaries and with the same intervals in relation to operation 1.

Separate working parties shall be assigned to these four separate operations, and separate workmen shall be detailed to keep the coppicing tools invariably sharp. The purchaser shall either exercise such personal supervision as will ensure this work being executed efficiently, or employ an efficient supervisor.

In the case of service B the purchaser shall be required to clear and burn the area under operation before September 30, 1927.

SCHEDULE.

Service A.—*Etamessakelle.*

The areas to be exploited are—

Seven coupes demarcated in Etamessakelle, situated at Dorape and Angulgaha in Talpe pattu of the Galle District as follows:—

Coupe 1.—Approximately 2 acres in extent and estimated to contain 200 cubic yards.

Coupe 8.—Approximately 2 acres in extent and estimated to contain 200 cubic yards.

Coupe 9.—Approximately 2 acres in extent and estimated to contain 200 cubic yards.

Coupe 10.—Approximately 2 acres in extent and estimated to contain 200 cubic yards.

Coupe 13.—Approximately 2 acres in extent and estimated to contain 160 cubic yards.

Coupe 14.—Approximately 2 acres in extent and estimated to contain 180 cubic yards.

Coupe 15.—Approximately 2 acres in extent and estimated to contain 180 cubic yards.

Coupe 16.—Approximately 3 acres in extent and estimated to contain 180 cubic yards.

Coupe 17.—Approximately 10 acres in extent and estimated to contain 800 cubic yards.

Service B.—*Yagirala.*

The area to be exploited is—

One coupe demarcated in Yagirala, which is bounded as follows:—North, Udugama-Totaha path; east, private land in Udugama village; south, Bentota river; and west, Elephant path.

Coupe 1.—Approximately 30 acres in extent and estimated to contain 900 cubic yards.

Service C.—*Polhunnawa.*

The areas to be exploited are—

Two coupes demarcated in Polhunnawa proposed reserve, situated at Elpitiya, Wellaboda pattu, of the

Galle District, as follows:—

Coupe 5.—Approximately 10 acres in extent and estimated to contain 250 cubic yards.

Coupe 6.—Approximately 10 acres in extent and estimated to contain 500 cubic yards.

Service D.—Miriswatta.

The areas to be exploited are—

Four coupes demarcated at Miriswatta, situated in Pitigala village of Bentota-Walallawiti korale of the Galle District—

Coupe 1.—Approximately 10 acres in extent and estimated to contain 800 cubic yards.

Coupe 2.—Approximately 10 acres in extent and estimated to contain 800 cubic yards.

Coupe 3.—Approximately 10 acres in extent and estimated to contain 800 cubic yards.

Coupe 4.—Approximately 10 acres in extent and estimated to contain 800 cubic yards.

Service E.—Darakulkanda.

The area to be exploited is a demarcated block of 60 acres in Darakulkanda forest, situated at Nagoda in Gangaboda pattu of the Galle District. The whole block is within half mile of Gin-ganga, and the distance of transport along Gin-ganga to Gintota is about 20 miles. The approximate yield per acre is 125 cubic yards. The intending purchasers can either tender for the whole block of 60 acres or for any portion of the same block subdivided as follows to suit buyers:—

- (a) 5-acre block.
- (b) 10-acre block.
- (c) 10-acre block.
- (d) 15-acre block.
- (e) 20-acre block.

J. D. SARGENT,

Conservator of Forests.

Forest Office,
Kandy, December 1, 1926.

SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the following, belonging to the Mendelian Experiments in crossing poultry in the Zoological Department, will be sold by public auction on Saturday, December 18, 1926, at 12.15 P.M. at the Science Block:—

- 1 Rhode Island Red cock
- 1 White Leghorn hen
- 2 Rhode Island Red × Light Sussex hens
- 4 Do. × White Leghorn cocks
- 2 Do. × do. hens
- 1 White Leghorn × Light Sussex cock

- 1 White Leghorn Chick cock
- 1 Do. hen
- Chicken houses
- 2 Chicken runs, wire covered, connected, 6 ft. high, about 720 sq. ft.
- Poultry food.

November 2, 1926.

R. MARRS,
Principal, University College.

NOTICE is hereby given that the following unserviceable articles will be sold by public auction at the Colonial Secretary's Office premises at 12 noon on Friday, December 17, 1926:—

- | | | | |
|-----------------|----------------------|-----------------|------------------|
| 4 inkstands | 1 date box | 1 call bell | 3 rat traps |
| 29 paperweights | 6 chairs | 1 rain cape | 1 paper cutter |
| 1 flower pot | 1 garden syringe | 2 watering cans | 1 stamping press |
| 1 padlock | 4 numbering machines | 2 bicycles | 1 filter-stand |
| 1 carpet | 3 punchers | 2 bicycle bells | 3 coir mattings |
| 8 ash trays | 1 almirah | 3 buckets | 2 mops |
| 1 dictionary | 1 shelf | 5 buckets, fire | |

Colonial Secretary's Office,
Colombo, December 9, 1926.

K. SOMASUNTHRAM,
for Colonial Secretary.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended December 4, 1926.

Births.—The total births registered in the city of Colombo in the week were 145 (2 Europeans, 7 Burghers, 79 Sinhalese, 21 Tamils, 25 Moors, 8 Malays, and 3 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on July 1, 1926, viz., 258,905) was 29.2, as against 32.0 in the preceding week, 27.7 in the corresponding week of last year, and 29.9 the weekly average for last year.

Deaths.—The total deaths registered were 147 (2 Europeans, 7 Burghers, 87 Sinhalese, 17 Tamils, 20 Moors, 5 Malays, and 9 Others). The death-rate per 1,000 per annum was 29.6, as against 28.2 in the previous week, 27.1 in the corresponding week of last year, and 30.3 the weekly average for last year.

Infantile Deaths.—Of the 147 total deaths, 40 were of infants under one year of age, as against 24 in the preceding week, 25 in the corresponding week of the previous year, and 33 the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 18.

Principal Causes of Death.—1. (a) Sixteen deaths from *Pneumonia* were registered; 10 in Maradana hospitals, (including 3 deaths of non-residents), 2 in Maradana South, and 1 each in St. Paul's, Maradana North, Slave Island, and Wellawatta South, as against 14 in the previous week, and 18 the weekly average for last year.

(b) Six deaths from *Influenza* were registered; 2 in St. Paul's, and 1 each in Pettah, San Sebastian, Kotahena North, and New Bazaar, as against 9 in the previous week, and 5 the weekly average for last year.

(c) Four deaths from *Bronchitis* were registered; 2 in Maradana hospitals, and 1 each in New Bazaar and Maradana North, as against 7 in the previous week, and 5 the weekly average for last year.

2. Three deaths from *Phthisis* were registered; 1 each in New Bazaar, Maradana hospital (of a non-resident), and Maradana North, as against 10 in the previous week, and 14 the weekly average for last year.

3. Two deaths from *Enteric Fever* were registered in Maradana hospitals. The same number was registered in the previous week, against 6 the weekly average for last year.

4. Fourteen deaths were registered from *Debility*; 10 from *Infantile Convulsions*, 6 from *Enteritis*, 5 each from *Diarrhoea* and *Dysentery*, 3 from *Puerperal Septicaemia*, 2 from *Tetanus*, and 71 from *Other Causes*.

5. Nineteen cases of *Chicken-pox* and 3 each of *Measles* (2 in Port), and *Enteric Fever* (1 in Port) were reported during the week, as against 7, 2, and 2, respectively, of the preceding week. No case of *Plague* was reported this week, but one was reported in the previous week.

State of the Weather.—The mean temperature of air was 79.5°, against 79.1° in the preceding week, and 80.1° in the corresponding week of the previous year. The mean atmospheric pressure was 29.903 in., against 29.855 in. in the preceding week, and 29.872 in. in the corresponding week of the previous year. The total rainfall in the week was 2.09 in., against 4.05 in. in the preceding week, and 0.49 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, December 7, 1926.

P. D. RATNATUNGA,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE HENAVASAL COCONUT ESTATES, LIMITED.

1. The name of the Company is "THE HENAVASAL COCONUT ESTATES, 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 purchase, lease, take in exchange, hire, or otherwise acquire any land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects and other property, real or personal, movable or immovable of any kind, and any contracts, rights, easements, patents, licences, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret) which may be thought necessary or convenient for the purpose of the Company's business, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
 - (b) To carry on in Ceylon or elsewhere the business of growers and manufacturers of and dealers in coconuts, tea, rubber, and other Ceylon produce.
 - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (d) To clear, open, plant, cultivate, improve, and develop any land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof as a coconut, tea, or rubber estate or estates, or with any other products, trees, plants, or crops, that may be approved by the Company, and to plant, grow, and produce, coconuts, tea, rubber, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
 - (e) To build, make, construct, equip, maintain, improve, alter, and work coconut mills, tea and rubber factories, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects or to contribute to or subsidize such.
 - (f) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
 - (g) To hire, lease, or purchase land, either with any other person or company or otherwise, and to erect a factory and other buildings thereon, or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise, and to lease any factory or other buildings from any company or person.
 - (h) To enter into any agreement with any company or person for the working of any factory, erected or leased as provided in (g), or for the manufacture and preparation for market of coconuts, tea, rubber, or any other produce in such or any other factory.
 - (i) To prepare, cure, manufacture, treat, and prepare for market, coconuts, tea, rubber, cacao, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such coconuts, tea, rubber, cacao, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
 - (j) To buy, sell, warehouse, transport, trade, and deal in coconuts, tea, rubber, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
 - (k) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products or any such business on behalf of the Company or as agents for others and on commission or otherwise.
 - (l) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
 - (m) To establish and maintain in Ceylon, the United Kingdom, or elsewhere, stores, shops, and places for the sale of coconuts, tea, rubber, cacao, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world, agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
 - (n) To cultivate, manage, and superintend estates, and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
 - (o) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
 - (p) To borrow or receive on loan money for the purposes of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
 - (q) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights, or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.

- (r) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (s) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits or union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any share, stock, or other interest in any such company, and to promote the formation of any such company.
- (t) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on or possessed of property suitable for the purposes of this Company.
- (u) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (v) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable elsewhere.
- (w) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (x) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.
- (y) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z) To pay for any lands and real or personal, immovable or movable, estate, or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z1) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharged of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly the other.
- (z2) To distribute among the Shareholders in specie any property of the Company whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z3) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from 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.
B. W. C. LEEFE, Colombo	One
R. D. KENYON, Colombo	One
G. E. DIMOLINE, Colombo	One
J. PHILIP, Colombo	One
J. J. DICKSON, Colombo	One
IAN W. AITKEN, Colombo	One
H. HOPWOOD, Colombo	One
Total Shares taken ..	Seven

Witness to all the above signatures this Fifteenth day of November, 1926 :

W. K. S. HUGHES,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE HENAVASAL COCONUT ESTATES, 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 "The Henavasal Coconut Estates, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

"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.

"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 the time of payment of such calls.

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

10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that such unissued shares, 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 estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, 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 the 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 estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, and that without offering the shares so allotted to the Shareholders.

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

13. Shares may be registered in the name of a firm 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 Shareholder, 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 any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 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 three 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 fails 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 otherwise; or in case of shares not fully paid up, 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 Three Rupees 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, except for the dividends previously declared in respect thereof, but only if at all upon the transferee.

33. The Register of Transfers may be closed 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 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 12 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 12 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 have accrued, and all the expenses that may have been incurred by the Company by reason of such non-payment.

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

If the requisition of such notice as aforesaid be not complied with, every or any share or shares in respect of which such notice has been given may at any time thereafter, before payment of calls or 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.

PREFERENCE SHARES.

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

50. 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 affected 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 effected by the resolution, and that no vote shall be given except in respect of a share of that class, and that at any such meeting a poll may be demanded in writing by any members personally present and entitled to vote at the meeting.

BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the moneys so borrowed or raised, and owing at any one time shall not, without the sanction of a General Meeting exceed Rupees Three hundred thousand (Rs. 300,000).

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, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, lands, property, rights, and assets of the Company, both present and future, including uncalled capital or unpaid calls, or may make, accept, or endorse on behalf of the Company any promissory notes or bills of exchange.

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 the 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 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 such 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 the business of the meeting, shall be given by advertisement in the *Ceylon Government Gazette* or in such other manner (if any) as may be prescribed by the Company in General Meeting. 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 convened 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 the 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, except resolutions submitted under Article 62.

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 three 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.

VOTING AT MEETINGS.

72. 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.

73. 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.

74. 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.

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

76. 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.

77. 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.

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

79. 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 a 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 had been registered as the holder of the share in respect of which he claims to vote at least one month previous to the time of holding the meeting at which he proposes to vote.

80. 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.

81. 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.

82. The instrument appointing a proxy 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 :—

The Henavasal Coconut Estates, 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 _____.

83. 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 vote shall be tendered, and every vote (whether given personally or by proxy or by attorney) to which no objections shall be made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

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

DIRECTORS.

85. 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 twenty 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.

86. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding five 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.

87. The first Directors shall be Messrs. Ian Woodford Aitken and John James Dickson, both of Colombo, and Lewis Morris Wallace Wilkins of Kalutara. 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.

88. One or more of the Directors may be appointed by the Directors to act as Secretary, Manager, or Managing Director, and (or) Agent, Visiting Agent, or Superintendent 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, Manager, Managing Director, and (or) Agent, Visiting Agent, or Superintendent.

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.

89. 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 90.

90. 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.

91. 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.

92. Retiring Director shall be eligible for re-election.

93. The Ordinary General Meeting at which the 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.

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

95. 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.

96. 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.

97. 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.

98. The Company may, by a special resolution, remove any Directors 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.

99. 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 affects 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.

100. 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.

101. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Manager, Managing Director, Visiting Agent, Superintendent, 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 97.
- (f) If he ceases to ordinarily reside in Ceylon or is absent from Ceylon for a period of three consecutive months.

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 Broker, or being a member of a firm who are Agents, or Secretaries, Solicitors or Brokers 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.

102. The Directors shall have power to lease, purchase, or acquire any lands, estates, or property they may think fit, or any share or shares thereof.

103. 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 subject to the provisions of Article No. 121 for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

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

105. 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.

106. 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.

107. 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.

108. 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.

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

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the 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 on behalf of the Company, in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers and from time to time to vary or 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 thereat 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 the 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.

AGENTS AND SECRETARIES.

121. The firm of Aitken Spence & Company, shall be the first Agents and Secretaries of the Company.

ACCOUNTS.

122. 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.

123. 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.

124. 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.

125. The statement so made shall show, arranged under the most convenient heads, the amount of gross income distinguishing the several sources from which it has been derived, and the amount of gross expenditure distinguishing the expense of the establishment, salaries, and other heads of expenditure. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting, and in cases where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year, the whole amount of such item shall be stated with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.

126. 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.

127. 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.

128. 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.

129. 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.

130. 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.

131. 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.

132. 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.

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

134. 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.

135. 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.

136. 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 day time have access to all accounts, books, and documents whatsoever of the Company for the purpose of audit.

DIVIDENDS, BONUS, AND RESERVE FUND.

137. 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.

138. The Directors may, if they think fit, determine on and declare an interim dividend to be paid, or pay a bonus to the Shareholders, provided the Directors are satisfied that the nett profits of the Company will be sufficient to justify such interim dividend or bonus.

139. 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.

140. 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.

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

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

143. 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.

144. Notice of any dividend that has been declared, or of any bonus to be paid, shall be given to each Shareholder entitled thereto; and any dividend or bonus unclaimed by any Shareholder for three years after notice thereof is given, may be forfeited by the Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund.

145. 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.

146. 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.

147. 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.

148. 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.

149. 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.

150. 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.

151. 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.

152. 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.

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

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 aforementioned 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:—

B. W. C. LEEFE, Colombo.

R. D. KENYON, Colombo.

G. E. DEMOLINE, Colombo.

J. PHILIP, Colombo.

J. J. DICKSON, Colombo.

IAN W. AITKEN, Colombo.

Witness to all the above signatures this Fifteenth day of November, 1926:

W. K. S. HUGHES,
Proctor, Supreme Court, Colombo.

The Aigburth Tea Company, Limited. 19/10/26

NOTICE is hereby given that an Extraordinary General Meeting of the Aigburth Tea Company, Limited, will be held at the registered office of the Company, 6, Prince street, Fort, Colombo, on Tuesday, December 21, 1926, at 11 o'clock in the forenoon, when the subject resolution will be proposed:—

That the capital of the Company be increased to one million rupees by the creation of 75,000 new shares of Rs. 10 each.

Should the resolution be passed by the required majority, it will be submitted for confirmation as a special resolution to a Second Extraordinary Meeting which will be subsequently convened.

By order of the Board,

J. M. ROBERTSON & Co.,
Agents and Secretaries.

Colombo, December 2, 1926.

The Colombo Pharmacy Company, Limited. 20/10/26

NOTICE is hereby given that the Fourteenth Ordinary General Meeting of the Shareholders of the Company will be held at the registered office of the Company, 27, Upper Chatham street, Colombo, on Friday, December 17, 1926, at 12 noon.

Business.

- (1) To receive the report of the Directors and accounts for the year ended September 30, 1926.
- (2) To declare a dividend.
- (3) To elect a Director.
- (4) To appoint Auditors for the current year.
- (5) To donate a sum of Rs. 1,000 for charity.
- (6) Any other business.

The Transfer Books of the Company will be closed from December 10 to 17, 1926.

By order of the Directors,

ARTHUR E. EPHRAUMS & Co.,
Agents and Secretaries.

Colombo, December 3, 1926.

T. A. D. Motor Service, Limited. 18/10/26

Notice of General Meeting.

NOTICE is hereby given that the First Ordinary General Meeting of the Shareholders of the Company will be held at the chambers of the Low-country Products Association, Queen street, Fort, Colombo, on Monday, December 13, 1926, at 11 A.M.

Agenda

- (1) To consider the report of the Directors and audited accounts for the year ended July 31, 1926.
- (2) Election of retiring Directors.
- (3) To declare a dividend.
- (4) To elect Auditors for the year 1927.

Any other business that may be duly brought before the Meeting.

T. BOAKE-WHITE,
Secretary.

A. L. L. DE JONG,
Managing Director.

Colombo, December 4, 1926.

The Colonial Motor and Engineering Company, Limited. 21/10/26

NOTICE is hereby given that the Seventeenth Ordinary General Meeting of the Company will be held at its registered office Nos. 3 and 4, Union place, Colombo, on Monday, December 20, 1926, at 5 P.M.

Business.

- (1) To receive the report of the Directors and accounts for the twelve months ending April 30, 1926.
- (2) To consider the declaration of a dividend.
- (3) To elect a Director or Directors.
- (4) To appoint an Auditor.
- (5) Such further business as may be brought forward by the Directors, and any other business duly brought forward before the Meeting.

The Transfer Books of the Company will be closed from 10 to 20, both days inclusive.

By order of the Directors,

D. TAMRIPILLAI,

Colombo, December 8, 1926.

Secretary.

Auction Sale of Mattacooly Mills, Colombo. 18/10/26

In the District Court of Colombo.

- (1) Herbert Shorrocks Ashton, (2) Sir Charles Greenway, Bart., (3) Arthur Corbet Hue, (4) Ernest Arthur Chettle, (5) Gerald Kingsley, (6) John Buck Lloyd, (7) Robert Collier Caw, (8) Kenneth Campbell, (9) Julius Basil Backhouse, (10) Arthur Aker, (11) James Leslie Milne, (12) Hugh Fitzherbert Bateman, (13) Albert Burn Morrison, (14) Alexander Bremner, (15) William Richard Cecil Brierley, carrying on business under the style and firm of Shaw, Wallace and Company, Colombo..... Plaintiffs.

No. 18,496.

Vs.

- (1) Dr. David Rockwood of Colombo, (2) D. James of 2, Chatham street, Fort, (3) O. A. O. K. M. R. M. Letchiman Chetty of Sea street, Colombo Defendants.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction on Wednesday, January 26, 1927, at 4.30 P.M. at the spot for the recovery of the sum of Rs. 17,555.18, together with interest on Rs. 17,000 at 8 per cent. per annum from November 27, 1925, till decree, and thereafter on the aggregate amount of the decree at the rate of 9 per cent. per annum, till payment in full, and costs of suit:—

All that allotment of land bearing assessment No. 1194/1194 A and Ward No. 5 being a specific and divided portion of the property and premises known as Mattacooly Mills, situate at Mattacooly, within the Municipality and District of Colombo, Western Province; and which said divided portion is bounded on the north by the old road to the Toll Station, on the east by the road known as Vuystwyke road, on the south by a portion of the said premises belonging to Dr. David Rockwood, and on the west by Kelani river; containing in extent 2 acres 3 roods and 26 64/100 perches. Registered A 135/35 in the Colombo District Land Registry Office.

For inspection of title deeds and other particulars please apply to Messrs. Julius & Creasy, Colombo.

J. G. VANDERSMAGT,
of A. Y. DANIEL & SON,
Auctioneers and Brokers.

19, Baillie street, Fort.

Phone: 289.

Telegrams: "Lions," Colombo.

Auction Sale. 12/10/26

Leather, Tea, Office Furniture, &c.

HAVING obtained authority of court in case No. 3,678 insolvency, D. C., Colombo, I shall sell by public auction at premises No. 41, 2nd Cross street, Pettah, Colombo, on December 20, 1926, at

9 A.M., different kinds of leather, tea, leather and wooden sandals, rubber heels, shoe lace, office furniture, &c., in lots to suit buyers. Terms cash. Immediate payment and removal.

A. C. KOELMEYER,
Auctioneer and Broker.

58, Belmont street, Hulftsdorp.

Auction Sale under Mortgage Decree in D. C., Colombo, No. 21,571.

(1) S. K. R. S. S. J. Muttiah Chetty, (2) S. K. R. S. S. J. Sinthamani Chetty, both of 105, Sea street, Colombo Plaintiffs.

Vs.

(1) M. T. K. Mohamadu, (2) M. T. K. Mohamadu Jaffer also known as M. T. K. Mohamadu Jakubar, and (3) M. T. K. Mohamadu Wahabu also known as M. T. K. Mohamadu Ajuwathu, all of Walakumbura, in Kurunegala District Defendants.

BY virtue of the commission issued to me in the above case for the recovery of the sum of Rs. 10,439.96, interest, and costs, I shall put up for sale by public auction at the respective spots on December 30, 1926, viz. :—

At 10 A.M.

All that land called Kolongahamullawatte, with the plantations thereon at Radaliyagoda in Angomu korale of Dewameddi hatpattu, in Kurunegala District; containing in extent about 5 measures of kurakkan sowing.

At 10.30 A.M.

All that contiguous low and high land called Kongahakumbura, in extent 2 pelas of paddy sowing, and Ambagahamullehena, in extent 8 kurunies of kurakkan sowing, with the plantations thereon at Radaliyagoda aforesaid.

At 11 A.M.

Undivided $\frac{1}{2}$ of Timbirigahakumbura, in extent 1 amunam of paddy sowing with the plantations thereon at Radaliyagoda aforesaid.

At 11.30 A.M.

Undivided $\frac{1}{2}$ of contiguous high and low land called Kajugahamulla-asweddamakumbura, in extent 2 pelas of paddy sowing, and the adjoining pillewa, in extent 8 measures of kurakkan sowing, with the plantations thereon at Radaliyagoda aforesaid.

At 4 P.M.

Undivided $\frac{1}{2}$ of Ambalangodellawatta and of the buildings and plantations thereon, situated at Walakumbura in Dambadeni Udugaha Negaaira korale of Dambadeni hatpattu, in Kurunegala District; containing in extent $\frac{1}{2}$ measure kurakkan sowing.

At 4.30 P.M.

All that land called Bokkuwagawawatta, with the plantations thereon at Walakumbura aforesaid; in extent 2 roods.

1, Ferry street, C. R. THAMBAYAH,
Colombo, December 9 1926. Commissioner and Auctioneer.

Auction Sale under Mortgage Decree.

Small Rubber Land at Ragama.

UNDER decree in D. C., Colombo, No. 20,244, Alford Buckle & Co. against C. M. Nilgria and others for the recovery of the amount therein stated, I shall, by public auction at the spot at 5 P.M. on Friday, January 14, 1927, an allotment of land being a decided portion of the land called Battalalande marked lot A in plan, situated at Ragama, in Ragam pattu of Alutkuru korale south; containing in extent 11 acres and 8 $\frac{1}{2}$ perches.

Further particulars from P. G. Cooke, Esq., Proctor and Notary, Colombo, or—

5, Hulftsdorp,
December 8, 1926.
Phone: 1627.

C. E. KARUNARATNA,
Auctioneer.

15/12/26 Auction Sale under Mortgage Decree.

BY virtue of the commission issued to me in case No. 18,911, District Court of Colombo, I shall sell by public auction on Monday, January 24, 1927, at 5 P.M. at my office, 8, Hulftsdorp street, Colombo, the following property, to wit:—

All that allotment of land situated in the village Horagolla in the Meda pattu of Hewagam korale, Colombo District; containing in extent 4 acres and 29 perches.

For further particulars apply to N. M. Zahéed, Esq., Proctor and Notary, Hulftsdorp, Colombo, or to me—

H. D. JOHN PIERIS,
Auctioneer and Broker.
Phone No. 1357.

14/12/26 Auction Sale under Mortgage Decree.

BY virtue of the commission issued to me in case No. 18,706, District Court of Colombo, I shall sell by public auction on Saturday, January 22, 1927, at 10 A.M. at the spot the following property, to wit:—

All that land called Kitulgahawatta, with the buildings thereon, situated at Welikadampulla in the Ragam pattu of Alutkuru korale; containing in extent 1 acre 2 roods and 6 perches, excluding therefrom a portion in extent 19 perches.

H. D. JOHN PIERIS,
Auctioneer and Broker.
8, Hulftsdorp street, Colombo.
Phone No. 1357.

18/12/26 Auction Sale under Mortgage Decree.

BY virtue of the commission issued to me in case No. 18,705, District Court of Colombo, I shall sell by public auction on Saturday, January 22, 1927, commencing at 4 P.M. at the respective spots the following properties, to wit:—

1. All that portion of land called Bogahawatta, situated at Maharakagahamuna in the Adikari pattu of Siyane korale, containing in extent about 1 bushel of paddy sowing.

2. Undivided $\frac{1}{10}$ part of all that land called Maragahawatta alias Galpottewatta, situated at Maharakagahamuna aforesaid; containing in extent about 2 bushels of paddy sowing.

H. D. JOHN PIERIS,
Auctioneer and Broker.
8, Hulftsdorp street, Colombo.
Phone No. 1357.

21/12/26 Auction Sale under Mortgage Decree.

UNDER and by virtue of a commission issued to me in case No. 21,536 by the District Court of Colombo, I shall sell by public auction on Wednesday, January 12, 1927, commencing from 4 P.M. at the spot:—

1. All that divided portion of land called Makulugahawatta, with the buildings and plantations thereon, situated at Kawdana; containing in extent 1 rood and 2 perches.

2. All that portion of land called Makulugahawatta, with the buildings and plantations thereon, situated at Kawdana, containing in extent 34.50 perches.

3. All that allotment of land called Makulugahawatta, situated at Kawdana; containing in extent 1 rood.

Further particulars from A. C. M. Abdul Cader, Esq., Proctor, Supreme Court, Colombo, or—

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

Auction Sale under Mortgage Decree. 16/12/27

UNDER and by virtue of a commission issued to me in case No. 19,970 of the District Court of Colombo, I shall sell by public auction on Monday, January 10, 1927, at 5 p.m. at the spot:—

All that divided 2/3 of an undivided 1/3 on the southern side part of shore of all that allotment of land called and known as Nicholas Suriyawatta alias Kurundukotuwa and of all the trees and plantations and the house bearing sanitary assessment No. 246 A, situated at Kalubowila; containing in extent about 3 acres.

Further particulars from B. S. Wickramaratne, Proctor, Supreme Court, Colombo, or—

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

Auction Sale. 31/12/27

In the District Court of Negombo.

Pathirajage Sayaneri Fernando of Kimbulapitiya..... Plaintiff.
No. 1,037. Vs.

(1) Kachchakaduge William Fernando, (2) ditto Beling Fernando, both of Raddoluwa... Defendants.

UNDER decree in the above case and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell by public auction at the spot at 4 p.m. on Wednesday, January 5, 1927, the under-mentioned property mortgaged by bond No. 245 dated June 22, 1925, attested by H. P. Silva, Notary Public; as a primary mortgage, to wit:—

The undivided 1/2 share of the field called Delgaha-otthukumburupanguwa, situated at Wettewa in Ragam pattu of the Alutkuru korale in the District of Colombo, Western Province; bounded on the north by the Duniyara of the field of Manamalage Don Peduru, east by the Crown land, south and west by the Inniyara of the field of Manamalage Simeon Fernando Vedarala, and the live fence of the threshing-floor; containing in extent within these boundaries about 7 perches of paddy sowing ground, together with all the appurtenances thereon.

For further particulars please apply to H. P. de Silva, Esq., Proctor, Supreme Court, and Notary Public of Negombo, or to—

K. J. PEREIRA & SON,
Negombo, December 6, 1926. Auctioneers.

Auction Sale. 49/12/27

Properties at Dummaladeniya in the District of Chilaw.

UNDER decree in case No. 876, D. C., Negombo, entered in favour of the plaintiff, Suna Pana Suwana Karuppiyah Pulle of Negombo, against the defendants (1) Tammahettimudalige Don Salamon Peris Appuhamy alias Santhohamy, (2) Tammahettimudalige Don Simon Peris Appuhamy alias Siriderahamy, (3) Manaperumudalige Rosalinehamy, and (4) Tammahettimudalige Don Inthoris Peris Appuhamy, all of Dummaladeniya, and by virtue of the order to sell issued to me for the recovery of the sum of Rs. 7,030, to wit:— Rs. 6,000 being principal, Rs. 287.50 being 3rd instalment, and Rs. 742.50 being interest on principal from March 6, 1926, till December 5, 1926, at 16 1/2 per cent. per annum, and thereafter at 9 per cent. per annum on the aggregate amount, till payment in full and costs of suit, I shall sell the under-mentioned properties mortgaged as primary mortgage by bond No. 255 dated August 6, 1924, and attested by T. Q. Fernando, Notary, by public auction at the respective spots on Thursday, January 6, 1927, commencing at 2 p.m., to wit:—

1. The undivided 3/4 shares of the land called Siyambalahawatta, situate at Dummaladeniya in Kammal pattu of the Pitigal korale, in the District of Chilaw, North-Western Province; containing in extent about 4 acres, together with the plantations thereon.

2. The land called Bogahawatta, situate at Dummaladeniya aforesaid; containing in extent 2 acres and 2 roods, together with the plantations thereon.

3. The high and low land called Nedungahakumbura, situate at Dummaladeniya aforesaid; containing in extent 1 acre 2 roods and 12 perches, together with the plantations thereon.

4. The portion of land called Madangahawatta, situate at Dummaladeniya aforesaid; containing in extent 1 acre 2 roods and 4 perches more or less, together with the cadjan thatched house and plantations thereon.

5. The land called Kohombagahawatta, situate at Dummaladeniya aforesaid; containing in extent about 1 acre 3 roods and 32 perches or about 150 coconut trees plantable ground and the buildings standing thereon.

6. The land called Godaporagahawatta, formerly known as Paragahayaya, situate at Dummaladeniya aforesaid; containing in extent about 2 acres, together with the plantations and buildings standing thereon.

Further particulars from T. Quintin Fernando, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

EDWIN V. PERERA,
Negombo, December 6, 1926. Auctioneer and Broker.

Auction Sale under Partition Decree. 31

In the District Court of Negombo.

Liyanage Maria Madalena Fernando of Pitipana... Plaintiff.
No. 185. Vs.

(1) Kowilage Benjamine de Silva of Seeduwa, (2) Panamabage Justina Fernando, and (3) Liyanage Ana Fernando, both of Pitipana..... Defendants.

UNDER and by virtue of the commission issued to me in the above case, I shall sell the under-mentioned properties by auction, at the respective spots on Friday, January 21, 1927, to wit:—

At 4 p.m.
1. Kuttigewatta situate at Pitipana in Dasiya pattu of the Alutkuru korale, in the District of Negombo, Western Province; containing in extent 14.25 perches as depicted in survey plan No. 3,450 dated June 16, 1925, made by J. C. Fernando, Surveyor.

At 4.15 p.m.
2. Attikkagahawatukebella situate at Pitipana aforesaid; containing in extent 11.50 perches as depicted in survey plan No. 3,452 dated June 16, 1925, made by J. C. Fernando, Surveyor.

At 4.30 p.m.
3. Attikkagahawatupanguwa situate at Pitipana aforesaid; containing in extent 6.25 perches as depicted in survey plan No. 3,451 dated June 16, 1925, made by Mr. J. C. Fernando, Surveyor.

The premises aforesaid will be put up for sale first among the co-owners thereof, at the price at which the same have been valued, and, if not purchased by any co-owner will immediately thereafter be put up to public auction and knocked down to the highest bidder.

Further particulars from Tudor Ranasinghe, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA,
of Messrs. M. P. KURERA & Co.,
Negombo, December 7, 1926. Auctioneer.

Auction Sale. 16/12/27

Properties at Mohottimulla in the District of Chilaw.

UNDER decree in case No. 16,094, D. C., Negombo, entered in favour of the plaintiff, Kana Nana Kana Lena Letchimanan Chetty by his attorney Sina Wana Sangramurthi Pulle of Negombo, against the defendants (1) Arumacharige Nicholas Naide of Mohottimulla, and (2) Arumacharige Elias Naide of Godigomuwa, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 6,000, with interest thereon at 15 per cent. per annum from March 25, 1922, till January 22, 1924, and thereafter at 9 per cent. per annum on the aggregate amount, till payment in full, less Rs. 517.50, and costs of suit, we shall sell the under-mentioned properties mortgaged by bond No. 36,914 dated November 25, 1920, and attested by N. J. C. Wijesekera, Notary, by public auction at the respective spots on Wednesday, January 5, 1927, commencing at 3 p.m., to wit:—

1. (a) The land Kongahawatta situate at Mohottimulla, in Otara palata of the Pitigal korale, in the District of

Chilaw, North-Western Province, in extent about 3 acres. Of the soil and all the plantations and buildings of this land the undivided $\frac{15}{32}$ shares as primary mortgage; (b) the portion of land now called Horagahawatta divided and separated on the southern side from the land in the plan No. 135,275, situate at Mohottimulla aforesaid, in extent about 1 acre and 1 rood. Of the soil and all the plantations and buildings of this land the undivided $\frac{3}{4}$ shares as primary mortgage; (c) the land Timbirigahawatta bearing I 133, situate at Mohottimulla aforesaid, in extent 1 acre 2 roods and 31 perches. Of the soil and all the plantations and buildings of this land the undivided $\frac{1}{4}$ share as primary mortgage; (d) the land Kongahawatta situate at Mohottimulla aforesaid, in extent 3 roods and 16 perches with the buildings standing thereon as primary mortgage; (e) the land called Hcragahawatta or Moragahawatta, situate at Mohottimulla aforesaid, in extent 2 acres 2 roods and 29 perches more or less, with the buildings standing thereon as primary mortgage; (f) the land called Timbirigahawatta, situate at Mohottimulla aforesaid, in extent about 3 roods. Of the soil and all plantations and buildings of this land the undivided $\frac{1}{4}$ share as primary mortgage; (g) the land Kongahawatta situate at Mohottimulla aforesaid, in extent 3 acres or 1 acre 3 rood and 11 perches. Of the soil and all the plantations and buildings of this land the undivided $\frac{1}{4}$ share as primary mortgage; (h) the land Kongahawatta situate at Mohottimulla aforesaid, in extent about 3 acres. Of the soil and all the plantations and buildings of this land the undivided $\frac{9}{64}$ shares as primary mortgage; which said lands are contiguous to each other, and from their situation in respect of each other form one block and could be included in one survey.

2. (a) The portion of the field called Kulankattibemma and the Siyambalagahakumbura, situate at Mohottimulla aforesaid, in extent about 3 bushels of paddy sowing ground. Of this field the undivided $\frac{1}{4}$ share as primary mortgage; (b) the field of two contiguous lots called Attikkagahakumbura and Hulankattikumbur, asituate at Mohottimulla aforesaid, in extent about 10 parrahs of paddy sowing ground as secondary mortgage; (c) the divided $\frac{2}{3}$ shares of Ambagahakumbura of 4 bushels and 2 pecks of paddy sowing ground, situate at Mohottimulla aforesaid, in extent about 2 parrahs of paddy sowing ground. Of this field and all the appurtenances thereof the undivided $\frac{29}{64}$ shares as secondary mortgage; (d) from the field Siyambalagahakumbura of $2\frac{1}{2}$ bushels of paddy sowing ground, situate at Mohottimulla aforesaid, excluding the three liade of about 1 parrah of paddy sowing ground on the north-western side, the remaining portion is in extent 1 bushel and 1 parrah of paddy sowing ground as secondary mortgage; which said lands are contiguous to each other, and from their situation in respect of each other form one block and could be included in one survey.

3. (a) The land bearing D 133 and the adjoining land bearing R 132, situate at Mohottimulla aforesaid, in extent about 7 acres. Of the soil and all the appurtenances and buildings of this land the undivided $\frac{3}{16}$ shares and the undivided $\frac{1}{4}$ share as primary mortgage; (b) the portion of the land Talgahawatta, situate at Mohottimulla, aforesaid, in extent 1 acre 2 roods and 10 perches. The soil and all the plantations of this land and the house thereon as primary mortgage; (c) the land called Talgahawatta situate at Mohottimulla aforesaid, in extent 3 acres or 3 acres 1 rood and 30 perches. Of the soil and all the plantations and buildings of this land the undivided $\frac{1}{2}$ share as primary mortgage; (d) the land Siyambalagahawatta, situate at Mohottimulla, aforesaid, in extent 1 peck of kurakkan sowing extent. Of the soil and all the plantations and buildings of this land the undivided $\frac{1}{2}$ share as primary mortgage; which said lands are contiguous to each other, and from their situation in respect of each other form one block and could be included in one survey.

4. The land Kongahawatta, situate at Mohottimulla aforesaid, in extent about 1 acre. Of the soil and all the plantations and buildings of this land the undivided $\frac{1}{4}$ share as primary mortgage.

5. The land Ambagahapillewa or Unagahapillewa, situate at Mohottimulla aforesaid, in extent about 3 roods. Of the soil and all the plantations and building of this land the undivided $\frac{1}{4}$ share as primary mortgage.

6. The land bearing I 110 situate at Kaluwatchimulla and Mohottimulla in the said Otara palata aforesaid, in extent about 14 acres 1 rood and 12 perches. Of the soil and all the plantations and buildings of this the undivided $\frac{1}{16}$ share, and of the undivided $\frac{1}{4}$ share of the entire land, excluding the undivided portion of $2\frac{1}{2}$ acres, the soil and all the plantations and buildings of the remaining portion of the said $\frac{1}{4}$ share as primary mortgage.

7. The land Viharewatta, situate at Mohottimulla aforesaid, in extent 2 acres and $34\frac{5}{100}$ perches. Of the soil and all plantations and buildings of this land the undivided $\frac{1}{4}$ share as primary mortgage.

8. The land Kongahawatta, situate at Mohottimulla aforesaid, in extent about 2 acres. The soil and all plantations and buildings of this land as primary mortgage.

9. The land called Kongahawatta, situate at Mohottimulla aforesaid, in extent about 7 acres, with the buildings thereon as primary mortgage.

10. The land called Kohombagahawatta, situate at Mohottimulla aforesaid, in extent about 1 acre, with the buildings standing thereon as primary mortgage.

11. The field called Kithaladenirallagekumbura, situate at Mohottimulla aforesaid, in extent about 10 parrahs of paddy sowing ground. Of this field an undivided $\frac{1}{2}$ share as secondary mortgage.

Further particulars from Tudor Ranasinghe, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,

Negombo, December 7, 1926. Auctioneers.

Auction Sale.

Properties of Galuwelgala, Lansigama, and Wennappuwa in the District of Chilaw.

UNDER decree in case No. 1,071, D. C., Negombo, entered in favour of the plaintiff, K. N. K. S. P. Supparamaniam Chetty of Negombo, against the defendant, Jayasuriya Kuranage Charles Perera of Wennappuwa, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 8,000, with interest thereon at 16 per cent. per annum from January 15, 1925, till August 26, 1926, and thereafter at 9 per cent. per annum on the aggregate amount, full payment of full and costs of suit, we shall sell the undermentioned properties mortgaged by bond No. 3,846 dated November 15, 1924, and attested by D. L. E. Amarasinghe, Notary, by public auction, at the respective spots on Thursday, January 13, 1927, to wit:—

At 1.30 P.M.

1. The land called Paluwelgala and Gwakagahayaya, situate at Paluwelgala in Meda pattu of the Pitigal korale, in the District of Chilaw, North-Western Province; containing in extent about 56 acres. Of this land, excluding an undivided 30 acres sold out and an undivided portion in extent 6 acres towards the north-east, out of the remaining undivided 26 acres and of the buildings and plantations as primary mortgage.

At 2.30 P.M.

2. An undivided $\frac{13}{40}$ shares of the portion of land called Bogahayaya, situate at Lansigama in Meda palata aforesaid; containing in extent about 150 coconut trees plantable ground and of the buildings and plantations thereon as primary mortgage.

At 2.45 P.M.

3. An undivided portion, in extent 40 coconut trees, from and out of the land called Bogahayayekotasa, situate at Lansigama aforesaid; containing in extent about 2 acres and of the buildings and plantations thereon as primary mortgage.

At 3.30 P.M.

4. An undivided $\frac{1}{78}$ share of the land called Millagahawatta or Kongahawatta, situate at Wennappuwa in Kammal pattu of the Pitigal korale aforesaid; containing in extent 1,250 coconut trees plantable ground more or less and of the buildings and plantations thereon as primary mortgage.

At 3.45 P.M.

5. An undivided $\frac{11}{26}$ shares towards the north of the land called Kongahawatta depicted in plan No. 397 dated July 3, 1903, made by J. A. C. Corea, Surveyor, situate at Wennappuwa aforesaid; containing in extent 12 acres and 2 roods and of the buildings and plantations thereon as secondary mortgage.

At 4 P.M.

6. All those three contiguous portions called Madan-gahawatta, the 7/32 portions of Kosgahawatta, and the northern divided portion of Kosgahawatta, now forming one property and called and known as Kosgahawatta, situate at Wennappuwa aforesaid; containing in extent about 3 acres and 3 roods, with the buildings and plantations thereon as secondary mortgage.

At 4.15 P.M.

7. All those two contiguous portions of land called Kosgahawatta and Kahatagahawatta, forming one property, situate at Wennappuwa aforesaid; containing in extent about 1 acre and the buildings and plantations thereon as secondary mortgage.

Further particulars from E. R. Samarasekera, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,
Negombo, December 7, 1927. Auctioneers.

Auction Sale.

Properties in the Districts of Negombo and Kurunegala.

UNDER decree in case No. 849, D. C., Negombo, entered in favour of the plaintiff, Vena Kana Nana Mawanna Kadiresan Chetty by his attorney Vena Adimulam Palle of Negombo, against the defendants (1) Jayakodi-aratchige, Aberan Appuhamy and surety, (2) Halahakonge Don Jagarias Appuhamy, both of Madampella, and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell the under-mentioned properties mortgaged as primary mortgage by bond No. 24,259 dated April 24, 1925, and attested by T. H. de Silva, Notary, by public auction at the respective spots on Tuesday, January 11, 1927, to wit:—

At 10 A.M.

1. The western $\frac{1}{4}$ share of Kosgahawatta, situate at Madampella in Dunagaha pattu of the Alutkuru korale, in the District of Negombo, Western Province; containing in extent about $\frac{1}{2}$ an acre. From the undivided $\frac{1}{10}$ share of this land the undivided $\frac{1}{4}$ share.

At 10.15 A.M.

2. The land Dunumadalagahawatta, situate at Madampella aforesaid; containing in extent about 3 roods. Of this land the undivided $\frac{1}{2}$ share and the buildings thereon.

At 4 P.M.

3. The land Millagahahena and Millagahawatta, situate at Ingaradaula in Basnaira Meda pattu korale in Katugampola hatpattu, in the District of Kurunegala, North-Western Province; containing in extent 11 acres and 18 $\frac{1}{2}$ perches. From this land, excluding undivided western 2 $\frac{1}{2}$ acres from the undivided $\frac{1}{2}$ share of the remaining undivided extent, an undivided portion of 2 acres on the west, with the buildings standing thereon.

Further particulars from Tudor Ranasinghe, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,
Negombo, December 7, 1926. Auctioneers.

Auction Sale.

UNDER decree in case No. 659, D. C., Negombo, entered in favour of the plaintiff, Suna Pappana Vayna Ramanaden Chetty by his attorney Seena Suppiah Palle of Negombo, against the defendants (1) Adikari-appuhamillage Charles Appuhamy of Pasyala, and (2) Gamaralage Seenchi Appu of Makkanigoda, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 1,065, with interest on Rs. 750 at 24 per cent. per annum from November 15, 1925, till May 12, 1926, and thereafter at 9 per cent. per annum on the aggregate amount, till payment in full and costs of suit, we shall sell the under-mentioned properties mortgaged as primary mortgage by bond No. 136 dated October 15, 1923, and attested by A. D. C. Amurthaweera, Notary, by public auction at the respective spots on Monday, January 10, 1927, to wit:—

At 2 P.M.

1. The undivided $\frac{1}{4}$ share of the land called Kirimetiya-watta, situate at Pallewela Kaleliya in Yatigaha pattu of Hapitigam korale, in the District of Negombo, Western Province; containing in extent about 8 acres.

At 2.30 P.M.

2. The undivided $\frac{1}{4}$ share of the field called Kirimetiya-kumbura, situate at Pallewela in Kaleliya aforesaid; containing in extent about 6 parras of paddy sowing ground.

At 4 P.M.

3. The field called Kithalahitiyawekumbura, situate at Bataliya in Yatigaha pattu aforesaid; containing in extent 1 acre 2 roods and 8 perches.

At 4.30 P.M.

4. The field called Kithalahitiyawekumbura, situate at Bataliya aforesaid; containing in extent 1 acre 1 rood and 18 perches.

Further particulars from Gregory de Zoysa, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,
Negombo, December 7, 1926. Auctioneers.

Auction Sale under Mortgage Decree in D. C., 3
Kalutara, No. 12,755.

UNDER and by virtue of the order to sell issued to me in the above case for the recovery of the amount stated therein, I shall sell by public auction on Saturday, January 8, 1927, commencing at 3 p.m. at the respective spots the under-mentioned valuable lands, to wit:—

(1) All that undivided 6/96 and 1/80 parts of all the trees and soil, exclusive of the planted share of the 2nd and 3rd plantations thereof of the land called Edandewatta together with an undivided $\frac{1}{2}$ part of the 11 cubit tiled house standing thereon, situated at Indurugama in Bentota-Walallawiti korale aforesaid; containing in extent 6 acres 2 roods and 1.61 perches.

(2) All that defined portion of the land called Duwebda (appearing in Crown plan No. 187,244), together with the cinnamon plantation standing thereon, situated at Kosgoda in Bentota-Walallawiti korale; containing in extent 5 acres.

(3) All that undivided 1 acre extent towards the direction where coconuts are planted out of all that allotment of land called Monerellagalagawakele, situated at Kosgoda aforesaid; containing in extent 11 acres and 35 perches.

For further particulars please apply to Messrs. de Abrew & Jayasundere, Proctors and Notaries, Kalutara, or to me—

GRATIAEN ABESINGHE,
Kalutara, December 7, 1926. Auctioneer.

Auction Sale.

UNDER mortgage decree in D. C., Kandy, case No. 30,365 entered in favour of the substituted plaintiff, A. M. Mohideen's son Meera Saibo Marikar of Galhinne in Haris pattu, against the defendant P. R. A. R. P. W. M. Meduma Banda, late Korala of Wegama in Madure korale, Kurunegala District, I shall sell by public auction at the Ambalam, commencing at 12 noon on Wednesday, December 22, 1926:—

1. Kokangekumbure Heenidekekumbura of 1 pela paddy sowing extent.

2. The field called Kongahakotuwa of 3 pelas and its appurtenant high land Pillawehena of 2 amunams.

3. All those contiguous lands being the field called Metiganwalakumbura of 1 amunam and 2 pelas, and Mahapitiyehena of 1 amunam and 2 pelas.

The above lands are situated at Gonigoda in Madure korale aforesaid.

4. All that field called Halgahamulawagala-aswedduwa of 8 lahas and its appurtenant high land of 2 seers kurakkan sowing extent, situate at Ekiriwatta in Madure korale aforesaid.

5. Bowekumbura of 15 lahas in extent, situate at Niyangama in Madure korale aforesaid.

6. The field called Pilikewala of about 1 pela in extent, situate at Neiyangama aforesaid.

For further particulars apply to Messrs. Beven & Beven, Proctors, Kandy, or to—

A. E. DAVID,
60, Trincomalee street, Kandy. Auctioneer.

**Auction Sale under Mortgage Decree in D. C.,
Galle, No. 23,170.**

UNDER and by virtue of commission issued to me in the above case, I shall sell by public auction on Monday, December 20, 1926, at 3 p.m. the following property for the recovery of Rs. 613.01, with interest thereon at the rate of 9 per cent. per annum from February 19, 1926, till payment in full, and costs:—

All that the undivided $\frac{1}{2}$ part of the defined lot marked 4 of the contiguous lands called Kudagoda Mahawelle and Tuduwewatta, situate at Horagampita in Gangaboda pattu, Galle District; bounded on the north by lot No. 1 of the same land, east by Kannatte-watta *alias* Walawwewatta and Weraniyegewatta *alias* Baduwatta, south-east by Gintottayawilla, south and south-west by lots Nos. 2 and 3 of the same land, and west by Gansabha road; containing in extent 24 acres 3 roods and 24 perches.

H. W. WEERASINGHE,
Galle, November 15, 1926. Licensed Auctioneer.

**Auction Sale under Partition Decree in D. C.,
Galle, No. 22,794.**

UNDER and by virtue of commission issued to me in the above case, I shall offer for sale by public auction on Wednesday, December 22, 1926, at 2 p.m. at the spot the land called lots 1 A and 1 B of Kumarakande *alias* Horagalawatta, situated at Patuwatha in Wellaboda pattu of Galle District; and bounded on the north by lot C, east by Madigahaowitawatta, south by lots 2 A and 2 B, and west by seashore; containing in extent 25 perches.

The said land which has been valued will be sold first among the co-owners at an upset price, and if not purchased by any of them, it will immediately thereafter be put up for sale among the public in terms of the Partition Ordinance, No. 10 of 1863. The said land will be sold in two blocks—lot 2 A and lot 2 B.

Further particulars please apply to S. Wijesuriya, Esq., Proctor and Notary, Galle.

H. W. WEERASINGHE,
Galle, November 6, 1926. Licensed Auctioneer.

Auction Sale under Partition Decree.

Eight Blocks of Valuable Residential Land at Ambalangoda.
In the District Court of Galle.

BY virtue of a commission issued to me in partition action No. 19,365 of the District Court of Galle, I shall sell on Saturday, January 22, 1927, commencing at 2 o'clock in the afternoon at the spot the following property, the subject matter of the said action, to-wit:—

The land called Ambagalawatta, together with the buildings and plantations thereon, situated at Patabendimulla in Ambalangoda in Wellaboda pattu of Galle District, Southern Province; and containing in extent 1 acre 1 rood and 39 perches as per plan No. 901 made by Mr. R. B. de Zoysa, Surveyor, and filed of record.

The said land will be sold in eight separate lots, viz., A, B, C, D, E, F, G, and H.

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 to the highest bidders among the public in terms of the Ordinance No. 10 of 1863.

Ambalangoda. UPASIRI W. KODIKARA,
Auctioneer and Broker.

Revocation of Power of Attorney.

THE power of attorney executed by Muna Sayna Said Mohamed Thamby (son of Mohideen Kadir Sahib) of 166, Cross street, Singapore, Serang, in favour of Kana Cheeyana Mohideen Peer Sahib (son of Kana Cheeyana Seenee Naina Muhamed) of Kochchikade, in the District of Negombo, dated November 12, 1925; has been revoked as from to-day by a power of attorney executed by the said Muna Sayna Said Mohamed Thamby, in favour of Moona Kana Soona Muthu Mohamed Lebbai of Kochchikade in the District of Negombo aforesaid, on November 16, 1926.

E. E. C. THURASINGHAM,
Solicitor for Muna Sayna Said
November 16, 1926. Mohamed Thamby.

Dissolution of Partnership.

NOTICE is hereby given that the partnership business carried on by Abdulla Sahib Mohamed and Arthur Stewart de Winton Loos under the firm, name, and style of Loos, Mohamed & Co., has been by mutual consent dissolved on November 11, 1926, and therefore that the above firm does not represent the Unique Assurance Company, Limited, of Calcutta, as from that date.

ABDULLA S. MOHAMED.
Colombo, December 8, 1926.

Holy Trinity Church, Colombo.

THERE will be a Meeting of the Seatholders of Holy Trinity Church, Colombo, after the morning service on Sunday, December 26, to receive the accounts for the past year, elect trustees for the coming year, and the discussion of such other business as may arise.

17, Steuart place, Colpetty, M. J. BURROWS,
Colombo, December 3, 1926. Acting Vicar.

All Saints' Church, Hulftsdorp.

THE Annual Meeting of the Congregation will be held in All Saints' Church School Room, on Sunday, December 26, at 6.30 P.M. Business.

1. Presentation by the trustees of accounts of the last financial year.
2. Election of three trustees for 1927.

G. B. EKANAYAKE.

St. John's Church, Kalutara South.

NOTICE is hereby given that in accordance with the Ordinance No. 12 of 1846, a general meeting of the Members of the Congregation of St. John's Church, Kalutara South, will be held on Sunday, December 19, 1926, at 6 P.M. in the vestry of the said church for the purpose of electing three trustees for the year 1927.

T. C. J. PEIRIS,
Vicar.

St. John's, Kalutara,
December 1, 1926.

St. James' Church, Chilaw.

IN terms of Ordinance No. 12 of 1846, there will be a Meeting of the Congregation of St. James' Church, Chilaw, at the Parish School Room on Sunday the 26th instant, after Evensong to elect three trustees for the ensuing year.

Chilaw, December 8, 1926. C. C. P. ARULPRAGASAM,
Vicar.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Sale of Goods.

NOTICE is hereby given that the under-mentioned packages, which have been lying at the No. 15 Warehouse beyond the time allowed by law, will be sold by public auction on Tuesday, January 11, 1927, unless previously cleared. Goods sold must be cleared on or before Friday, January 14, 1927 :—

Serial No.	Vessel.	Date of Landing. 1926.	Marks.	Number and Description of Packages.
751 ..	ss. Dorsetshire Nil	1 empty horse box
855 ..	ss. President Garfield	.. March 4	.. P C within a diamond	1 case empty
869 ..	ss. Kushima Maru	.. February 25	.. T. Ayabe	1 case medicine (empty)
1,041 ..	ss. Clan Monroe	.. May 3	.. E.P.C. upon C	1 solid soil pipe
1,050 ..	ss. Franenfels	.. May 4	.. BL upon C	2 bundles steel sheets
1,052 ..	ss. Coblenz	.. May 10	.. CHW	1 barrel wine
1,064 ..	ss. Muroran Maru	.. May 21	.. A within a triangle and T and S outside	1 bundle tea shooks
1,091 ..	ss. Nankin	.. May 22	.. Nil	2 bars angles
1,092 ..	ss. Karroo	.. May 20	.. VOCO within a diamond	2 drums lubricating oil (empty)
1,095 ..	ss. Haliartus	.. May 8	.. GTC	1 package C.I. pipes
1,104 ..	ss. Clan McVicar	.. May 29	.. M upon 4645 within a diamond and S over M and L over Y outside	1 bundle galvanized hoops 3 cart bushes (broken)
1,148 ..	ss. Schwarzenfels	.. June 5	.. 40503 within a diamond and A and L outside	2 bundles Crown sheets
			.. Nil	5 bars half round iron
			.. Nil	2 bundles iron
			.. Nil	2 steel plates
			.. Nil	5 angles
1,216 ..	ss. Portsea	.. August 3	.. Address	1 case dye
1,219 ..	ss. Oxfordshire	.. July 9	.. BBTCL	37 pieces scantlings
1,220 ..	ss. Rena	.. June 28	.. 4228 within a diamond and A over G and N over C outside	1 case alarm clocks (empty)
1,223 ..	ss. Lady Blake	.. July 16	.. MA	1 old canvas bag
1,224 ..	ss. Orvieto	.. July 15	.. AA	2 cases apples (empty)
1,229 ..	ss. Clan Murdock	.. June 26	.. Nil	1 bundle galvanized roofing (8 pièces)
1,230 ..	ss. President Garfield	.. June 26	.. Nil	1 case jam 1 case pepper } planks broken
1,237 ..	ss. Clan McWhirter	.. July 13	.. Nil	102 fire bricks (some broken)
1,250 ..	ss. Franenfels	.. May 25	.. Nil	139 bundles round iron
1,252 ..	ss. Weissenfels	.. July 20	.. Nil	2 angle iron
1,254 ..	ss. Holywell	.. July 5	.. Nil	26 bars flat iron
1,260 ..	ss. Novara	.. July 9	.. CAC A & Co. Blue ends	2 bars T iron 1 bundle galvanized sheets 1 case whisky (empty) 1 case paint (empty)
1,262 ..	ss. Matiana	.. July 31	.. Nil	4 bars steel 3 single G sheets 1 Tee iron 2 angles iron 1 bundle iron
1,287 ..	ss. Sumatra Maru	.. July 6	.. IT within a diamond	1 case porcelain
1,298 ..	ss. Novara	.. July 12	.. H.B. or nil	1 case merchandise (plank broken)
1,299 ..	ss. Liebenfels	.. June 30	.. Clocks within a diamond and C over C and L over C outside	1 case merchandise (empty)
1,303 ..	ss. Weisenfels	.. July 13	.. Nil	1 reel barbed wire
1,305 ..	ss. President Monroe	.. July 21	.. Nil	1 case (empty)
1,308 ..	ss. Toyaka Maru	.. July 16	.. C within a diamond CC & TA within a diamond and P over P and F over B outside	1 case toys 1 case glassware
1,309 ..	ss. Margha	.. July 15	.. CC & TA	1 case preserves (samples)
1,321 ..	ss. Haliartus	.. July 19	.. CC Co.	1 bag hardware
1,351 ..	ss. Borneo Maru	.. May 25	.. TOGO within a diamond	1 case porcelain ware
1,306 ..	ss. Barjora	.. August 23	.. Add or APY	1 case merchandise

H. M. Customs,
Colombo, December 6, 1926.

C. H. COLLINS,
for Principal Collector.

THE following articles salvaged from the wrecked Schooner Vallipankalam, will be sold by public auction at the Customs, Beruwala, at 10 A.M., on Friday, January 7, 1927 :—

Date of Landing.	Name of Vessel.	Description of Articles.
September 17, 1926	Schooner Vallipankalam	One iron stand
Do.	do.	One compass
November 20, 1926	do.	One anchor with chain

H. M. Customs,
Beruwala, November 25, 1926.

E. T. DYSON,
Assistant Collector of Customs.

WITH reference to the notification appearing in the *Government Gazette* No. 7,556 of November 19, 1926, relating to the sub-division of Births and Deaths Registration Division No. 12 of the Batticaloa District, it is hereby notified that the persons whose names appear in the sub-joined schedule have been appointed with effect from December 1, 1926, to be Registrars of Births and Deaths for the divisions noted opposite their names, holding office in the places appearing in column 3.

Registrar-General's Office,
Colombo, November 29, 1926.

H. E. BEVEN,
Registrar-General.

SCHEDULE.

Eastern Province, Batticaloa District.

1. No. and Name of Registration Division.	2. Name of Registrar.	3. Place of Office.
12 (a) Koralai Pattu North ..	Vairavi Kathirkamathamby ..	Kathiraveli
12 (b) Koralai Pattu Central ..	Kathiravelupillai Seenitarnby ..	Miravodai

WITH reference to the notification appearing in the *Government Gazette* No. 7,556 of November 19, 1926, relating to the alteration of Marriage Registration Divisions of Mullaitivu District, it is hereby notified that the persons whose names appear in the sub-joined schedule have been appointed with effect from December 1, 1926, to be Registrar of Marriages (General) for the divisions noted opposite their names, holding office in the places appearing in column 3.

Registrar-General's Office,
Colombo, December 1, 1926.

H. E. BEVEN,
Registrar-General.

SCHEDULE.

Northern Province, Mullaitivu District.

1. No. and Name of Registration Division.	2. Name of Registrar.	3. Place of Office.
1. Maritime Pattus ..	Vinasittampi Udaiyar Cuddythamby ..	Mulliyawalai
Do. ..	Appapillai Kanagasabapathy ..	Assistant Provincial Registrar's Office, Mullaitivu
Do. ..	Gabrielpillai Udaiyar Goergepillai ..	Puthukkudiyiruppu
Do. ..	Sabaratham Ignatius Wijayaratham ..	Mullaitivu Kachcheri and additional office at Wijayawasa in Mullaitivu
Do. ..	Canapathippillai Arumugam ..	Mullaitivu
2. Vavuniya North ..	Poothar Sangarapillai ..	Udaiyarwalavu in Mamadu
Do. ..	Veluppillai Ramalingam ..	Puliyadivalavu in Palayavadi
Do. ..	Kasithamby Udaiyar Kailasapillai ..	Udaiyarwalavu in Karuppadda Murippu
Do. ..	Sivasithampara Udaiyar Rasasagarar ..	Mudaliyarwalavu in Oddusuddan

Silverdale Estate Vernacular Mixed School.

NOTICE is hereby given that the above school situated in Kalutara District of the Western Province, under the management of the Superintendent, has been registered as a grant-in-aid school from November, 1925.

L. MACRAE,
Education Office, Director of Education.
Colombo, December 10, 1926.

Clunes Vernacular Mixed School.

NOTICE is hereby given that the above school situated in Kegalla District of the Province of Sabaragamuwa, under the management of Rev. J. Yorke has been registered as a grant-in-aid school from November, 1925.

L. MACRAE,
Education Office, Director of Education.
Colombo, December 10, 1926.

**Kathiresan Hindu Vernacular Mixed School,
Nawalapitiya.**

NOTICE is hereby given that the above school situated in Nawalapitiya, Kandy District of the Central Province, under the management of Hon. Sir P. Ramanathan, has been registered as a grant-in-aid school from October, 1925.

L. MACRAE,
Education Office, Director of Education.
Colombo, December 3, 1926.

Change of Management.

NOTICE is hereby given that Mr. K. D. Baron Silva has been appointed Manager of the school mentioned below, in place of Mr. J. Vitaranaratchy:—

School referred to.
Galaha Girls' Vernacular School.

L. MACRAE,
Education Office, Director of Education.
Colombo, December 2, 1926.

**Panawattā Estate Upper Division Vernacular
Mixed School.**

NOTICE is hereby given that the above school situated in the Kegalla District of the Province of Sabaragamuwa, under the management of Rev. J. Yorke, has been registered as a grant-in-aid school from November, 1925.

L. MACRAE,
Education Office, Director of Education.
Colombo, December 3, 1926.

Change of Management.

NOTICE is hereby given that Rev. W. Gurney has been appointed Manager of the schools mentioned below, in place of Rev. S. K. Ponniah:—

Schools referred to.
All Church of England Vernacular Schools at
Matara and Weligama.

L. MACRAE,
Education Office, Director of Education.
Colombo, December 1, 1926.

Change of Management.

NOTICE is hereby given that Rev. James Wirasinha, B.D., A.K.C., has been appointed Manager of the Schools mentioned below, in place of Mr. C. J. Oorloff:—

Schools referred to.

St. Paul's Milagiriya Girls' English School.
St. Paul's Milagiriya Mixed Vernacular School.
Timbirigasyaya Girls' Vernacular School.

L. MACRAE,
Education Office, Director of Education.
Colombo, December 1, 1926.

Change of Management.

NOTICE is hereby given that Rev. S. F. Pearce has been appointed Manager of the schools mentioned below, in place of Rev. D. W. Abayaratne:—

Schools referred to.

K/Katugastota Vernacular Mixed School.
K/Ambatenne Vernacular Mixed School.
K/Horankahawa Vernacular Mixed School.
Ku/Malardeniya Vernacular Mixed School.
Mt/Dombawela Anglo-Vernacular Mixed School.
Mt/Paldeniya Vernacular Mixed School.
Mt/Udasgiriya Vernacular Mixed School.

L. MACRAE,
Education Office, Director of Education.
Colombo, December 1, 1926.

Change of Management.

NOTICE is hereby given that Rev. D. W. Abayaratne has been appointed Manager of the schools mentioned below, in place of Rev. John A. Ewing:—

Schools referred to.

Kg/Warakapola Girls' School.
Ng/Ganegoda Girls' School.
Ng/Halugama Mixed School.
Kg/Beligodapitiya Mixed School.

L. MACRAE,
Education Office, Director of Education.
Colombo, December 4, 1926.

Change of Management.

NOTICE is hereby given that Rev. A. Lockwood has been appointed Manager of the school mentioned below, in place of Rev. P. T. Cash:—

School referred to.

Kilmer College Preparatory Vernacular School.

L. MACRAE,
Education Office, Director of Education.
Colombo, December 2, 1926.

Examination for the Admission of Learners to the Field Staff of the Irrigation Department.

AN examination for the admission of learners to the Irrigation Department for training as Irrigation Sub-Inspectors will be held on January 26, 1927, at the following centres:—

Colombo, Anuradhapura, Kurunegala, Tangalla, and Batticaloa.

2. Candidates wishing to take up the examination at the above centres should apply to the Divisional Irrigation Engineers in the respective centres. Candidates who were previously examined in any of the above-mentioned centres and not selected will, however, only be allowed to attend examination again in the same centre. Applications for admission to the

examination will be received not later than January 4, 1927, by the Divisional Irrigation Engineers mentioned.

3. Applications must be on the prescribed form, which can be obtained from a Divisional Irrigation Engineer.

4. Candidates must be between the ages of 18 and 25, and must furnish together with their applications the following certificates (original):—

- (a) Birth certificate.
- (b) Certificates of respectability from at least two persons, whose social or official position can be accepted as a guarantee of reliability, and who are not the candidates' schoolmasters, and also conduct certificates from the candidates' schoolmasters.
- (c) Educational certificate of a standard not lower than the Cambridge Junior School Certificate or the English School-Leaving Certificate (with pass in Mathematics).

Candidates must also state whether they are single or married.

5. Candidates who are approved will be examined in—

(1) Mathematics—

- (a) Arithmetic.
- (b) Algebra (up to and including quadratic equations).
- (c) Geometry (theorems and problems on the following: angles at a point; parallel straight lines; side and angle properties of triangles and parallelograms; areas of triangles and quadrilaterals; the chord, angle, and tangent properties of the circle; the properties of the right-angled triangle).
- (d) Mensuration, elementary (of areas and solids).

(2) English Composition (Essay).

(3) *Vivá voce* in English.

6. Successful candidates will be required before final selection as learners to fill up a form (General 169), which may be obtained from a Divisional Irrigation Engineer and handed to a Government Medical Officer, from whom a health certificate testifying to the candidates' sound constitution, good vision, and hearing, and physical fitness for service in the jungle districts of the Island must be obtained and produced to the Divisional Irrigation Engineer for examination.

7. Security for the sum of Rs. 100 in two satisfactory sureties must be furnished to cover the cost of loss of stores or damage to instruments through neglect or carelessness. Candidates must also sign an agreement to the effect that they will serve, if so required by the Director of Irrigation, for a period of three years in this Department, failing which they will refund the cost of their training, if called upon to do so. After selection, they will be trained at the Departmental Training Classes and/or in the offices and works in the Divisions for about 9 months and granted a subsistence allowance of Rs. 30 per month during this period.

8. About five months of the period commencing from about February 21, 1927, may be spent at the Training Classes of the Irrigation Department at Trincomalee, where free unfurnished camp quarters will be provided. A learner proceeding to Trincomalee for training will only be allowed free railway warrants and actual fares by public conveyance between his home and Trincomalee, but when changing station afterwards, he will be paid in addition, daily subsistence allowance at the rate paid to Sub-Inspectors.

9. At the end of the training period, a learner will be examined as to his fitness for appointment as an Irrigation Sub-Inspector, but a learner, who does not attend to his work, or shows no promise of becoming a satisfactory officer, may be discontinued at any time.

10. A Sub-Inspector will be eligible, on passing a further examination, for promotion to Irrigation Inspector (on vacancies occurring), and ultimately, after satisfactory service and approved ability, to Assistant Irrigation Engineer. The pay and prospects of these officers have been greatly improved, and at present are as follows:—

Irrigation Sub-Inspectors, Rs. 1,200 to Rs. 2,520 per annum.

Irrigation Inspectors, Rs. 2,640 to Rs. 4,440 per annum.

Assistant Irrigation Engineers, Rs. 4,000 to Rs. 7,000 per annum.

B. G. MEADEN,
for R. F. MORRIS,
Director of Irrigation.

Trincomalee, December 4, 1926.

Ceylon Government Railway.

*Level Crossing at 8 Miles 30 Chains,
Kelani Valley Railway.*

NOTICE is hereby given that the Colombo-Padukka minor road between Nugegoda and Pannipitiya near the 9½ milepost (Railway mileage 8 miles 30 chains, Kelani Valley Line) will be closed to vehicular traffic between the hours of 10 P.M. on Saturday, December 11, and 6 A.M. on Sunday, December 12, 1926, to enable the work of relaying the level crossing over the railway to be carried out.

General Manager's Office, T. E. DUTTON,
Colombo, December 3, 1926. General Manager.

Ceylon Cadet Battalion.

Junior Cadets—"C" and "G" Companies.

NOTICE is hereby given that the Junior Cadet Platoon at St. Joseph's College, Bambalapitiya, has been taken on the list of recognized Junior Cadet Platoons as No. 28 Platoon and assigned to "G" Company; and the Junior Cadet Platoon, No. 11 A, "C" Company, at St. Anthony's College, Kandy, has been disbanded.

L. MACRAE,
Education Office, Director of Education,
Colombo, December 6, 1926.

Rogue Elephant.

I AM prepared to issue licences free of stamp duty, under section 9, of sub-section (1) (b) of "The Game Protection Ordinance, No. 1 of 1909," for the destruction of a rogue elephant which roams about destroying crops and chasing after people in the villages of Nikawewa, Helebewa, Suriyadamana, and Dunumandalewa in Wilatchiya korale. The Velvidanes of the above-mentioned villages will point out the animal.

Description of the Animal.

Male elephant, about 9 to 10 feet in height, and foot measuring about 4 feet in circumference at the heel.

B. F. PERERA,
for Government Agent.

The Kachcheri,
Anuradhapura, December 1, 1926.

Loss of Firearms.

MATARA DISTRICT.

Description of property: Single-barrelled breech-loading gun, A 301157 marked on the barrel and 618 and 935 on the stock.

Name of owner: Randoembe Somanis de Silva of Balapitiya, presently of Malimboda in the Weligam korale of the Matara District.

Number of licence: 129 W. B. P./B 66304.

Remarks: Lost.

Description of property: One single-barrelled cap gun, No. M 121 on the stock.

Number of licence: 121/K. B. P./B 25487.

Name of owner: Malawikankanange Andiris of Parapamulla in the Kandabada pattu of the Matara District, Southern Province.

Remarks: Lost.

J. A. GUNARATNA,

for Assistant Government Agent.

The Kachcheri,

Matara, November 30, 1926.

RATNAPURA DISTRICT.

Description of Property: One single-barrelled breech-loading gun, No. 536/3003 on barrel.

Number of Licence: 26/KM.

Owner: Perumal Mai, Lankabarana estate, Balangoda.

Remarks: The gun is reported to have been lost.

W. DOUGLAS GODSALL,

The Kachcheri, for Government Agent.

Ratnapura, December 7, 1926.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated November 15, 1926, published in the *Government Gazette* No. 7,556 of November 19, 1926, the premises bearing assessment No. 6, situated at Silversmith street, 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 25, 1926.

CHAS. W. PATE,

Municipal Veterinary Surgeon.

The Municipal Office,
Colombo, December 7, 1926.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Hinadure in Udugaha pattu north in 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 village boundary of Kadigomuwa, south by village boundary of Bajjangoda, east by Maha-oja, west by Crown land called Bajjangodakanda.

This declaration shall take effect from the date hereof.

L. A. DASSANAIKE,

Chief Headman.

December 3, 1926.

Rinderpest.

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the District Road Committee road from Katuwana to Talawa is closed to all cattle traffic from Amudaman-ara to Middeniya junction for a further period of ten days from the date hereof.

C. SENARATNE,

The Kachcheri, for Assistant Government Agent.

Hambantota, December 6, 1926.

MUNICIPAL COUNCIL NOTICES.**MUNICIPALITY OF COLOMBO.****Destruction of old Records.**

NOTICE is hereby given that three months from date hereof records of cases of the Municipal Court of Colombo, from 1918 to 1921, will be destroyed under the provisions of Ordinance 12 of 1894.

Any persons interested in any cases may personally, by Proctor, or by duly authenticated petition claim upon good cause shown that such cases may not be destroyed.

MERVYN JOSEPH,
Municipal Magistrate.

The Municipal Court,
Colombo, December 3, 1926.

Kelani River Pollution.

I, HUBERT ERNEST NEWNHAM, Chairman of the Municipal Council of Colombo, being the proper Authority under Regulation No. 1 of the regulations

under Section 4 of the Quarantine and Prevention of Diseases Ordinance, 1897, published in the Gazette of August 28, 1925, do hereby declare to be infected with disease that portion of the Kelani river lying between its junction with the San Sebastian Canal and a point one mile to the north thereof. This piece of water shall be an infected piece of water until December 31, 1927. Bathing in and washing clothes or animals in or using the water in this area is prohibited.

H. E. NEWNHAM,
Chairman, Municipal Council,
and Mayor of Colombo.

The Town Hall,
Colombo, December 7, 1926.

ROAD COMMITTEE NOTICES.**Padiyapelella-Ellamulla Branch Road.**

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 road will be held at Ellamulla estate bungalow, on Wednesday, December 15, 1926, at 2 P.M.

Agenda.

1. To elect a Chairman, Local Committee.
2. To consider and pass estimate for the maintenance of the above road for 1926-27.
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 moiety of cost of maintenance for the year ending September 30, 1927.

E. H. DAVIES,
for Chairman.

Provincial Road Committee's Office,
Kandy, November 24, 1926.

Branch Roads in Maskeliya 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 Maskeliya Club, on Wednesday, December 15, 1926, at 3.30 P.M.

Agenda.

1. Read notice calling the meeting.
 2. Confirm minutes of the last meeting.
 3. Correspondence.
 4. Examine and pass estimates for the maintenance of the above roads for 1926-27.
 5. 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 managers, or superintendents, and of the agents of these estates—
- for the assessment of moiety of cost of maintenance for the year ending September 30, 1927.
6. Discuss question of permanent bridge near first mile, Norwood Upcot road.
 7. Any other business properly brought before the meeting.

E. H. DAVIES,
for Chairman.

Provincial Road Committee's Office,
Kandy, November 24, 1926.

Duckwari-Ferndale Branch Road.

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 road will be held at the Rangala Club, on Wednesday, December 22, 1926, at 4 P.M.

Agenda.

1. To consider and pass estimate for the maintenance of the above road for 1926-27.
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 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 moiety of cost of maintenance for the year ending September 30, 1927.

E. H. DAVIES,
for Chairman.

Provincial Road Committee's Office,
Kandy, November 24, 1926.

Bathford Valley and Annfield Branch Roads.

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 Darrawella Club, on Tuesday, December 21, 1926, at 5.30 P.M.

Agenda.

1. To consider and pass estimates for the maintenance of the above roads for 1926-27.
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 managers, or superintendents, and of the agents of these estates—

for the assessment of moiety of cost of maintenance for the year ending September 30, 1927.

E. H. DAVIES,
for Chairman.

Provincial Road Committee's Office,
Kandy, November 24, 1926.

Dimbula Branch Roads.

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 roads will be held at Glenlyon Club, on Friday, December 17, 1926, 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. To elect a Chairman, Local Committee.
2. To consider and pass estimates for the maintenance of the above roads for 1926-27.

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 roads.
- (b) The sections of the roads used by these estates.
- (c) The names of proprietors, resident managers, or superintendents, and of the agents of these estates—

for the assessment of moiety of cost of maintenance for the year ending September 30, 1926.

The roads referred to are—

1. Glenlyon junction-Agra branch road.
2. Railway Gorge branch road.
3. Wallaha branch road.

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. H. DAVIES,
for Chairman

Provincial Road Committee's Office,
Kandy, November 26, 1926.

Arambakade-Bokkawela Estate Cart Road.

NOTICE is hereby given that in terms of the Estate Roads Ordinance, No. 12 of 1902, the following gentlemen have been elected to form the Local Committee to perform the duties imposed by the said Ordinance in respect of the above road for the term ending September 30, 1928:—

Messrs J. Fergusson (Chairman), F. C. Theobald, and H. A. McMullin.

E. H. DAVIES,
for Chairman.

Provincial Road Committee's Office,
Kandy, November 26, 1926.

Galagedara-Heenabowe Estate Cart Road.

NOTICE is hereby given that the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," will on Saturday, December 11, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the estates below to make up the private contribution of Rs. 400 for building a retaining wall on the above road:—

Proprietors or Agents.	Estate.	Acreage.
E. Winter and Dr. Gray	Uduwakande	98
J. P. B. Weragama	Galdola	50

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

E. H. DAVIES,
for Chairman.

Provincial Road Committee's Office,
Kandy, November 26, 1926.

Proposed Road from Madawela to Magollawa.

WHEREAS an application has been made by the managers of Rajamaana and Hatamunugalla estates, on behalf of the proprietors of the said estates, to have the above road constructed and brought under "The Branch Roads Ordinance, No. 14 of 1896": Notice is hereby given that, acting under the provisions of section 6 of Ordinance No. 14 of 1896, the Provincial Road Committee, Central Province, will on Saturday, December 11, 1926, at 10.15 A.M., at their office in Kandy, proceed to define the limits of the district in respect of the road from Madawela

to Magollawa, the estates in which will be assessed for the construction, upkeep, and repairs to the above road, and that at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

It is proposed that the district shall consist of the following estates:—

Proprietors or Agents.	Estates.	Cultivated Acreage.
Maharajah Estates Co., Ltd. (The Galaha Ceylon Tea Estates & Agency Co., Ltd., Agents)	Maharajah	201
Rajamaana Rubber Co., Ltd. (Messrs. Gordon Frazer & Co., Ltd., Agents)	Rajamaana	171
Tillyfour Rubber Co., Ltd. (Messrs. Carson & Co., Agents)	Hatamunugalla	361
Mr. W. R. Jacks	Dikande	67
Mr. P. T. H. Andarado	Gonamada	93
Messrs. L. Bellerio & H. A. Lucas (Messrs. Cumberbatch & Co., Agents)	Lynapitiya	175
Mr. N. Hewavitarane (Messrs. Don Carolis & Sons, Agents)	Linipitiya	140
Mr. S. Uduma Lebbe Alim Saibo	Leenapitiya	45

E. H. DAVIES,
for Chairman.
Provincial Road Committee's Office,
Kandy, November 26, 1926.

Kadugannawa-Gampola Estate Cart Road.

NOTICE is hereby given that, in terms of the Estate Roads Ordinance, No. 12 of 1902, a general meeting of the proprietors or resident managers of the estates interested in the above road will be held at Wembly Estate Office on Tuesday, December 14, 1926, at 8.30 A.M.

Business.

1. Read notice convening the meeting.
2. Confirm minutes of the last general meeting.
3. Decide as to whether estates are willing to pay an increased reconstruction half share payment.
4. Discuss road improvements.

N.B.—Once more the Chairman of the Local Committee, Mr. S. C. Traill, appeals to all estates to send duly qualified representatives to the meeting, as unless estates will give their help or views on what should be done, it is useless making complaints as to the state of the road.

E. H. DAVIES,
for Chairman.

Provincial Road Committee's Office,
Kandy, November 30, 1926.

Duckwari Cottaganga Branch Road.

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 road will be held at Cottaganga estate bungalow, on Wednesday, December 22, 1926, at 9 A.M.

Business.

1. To pass estimate for the maintenance of the above road for 1926-27.
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 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 moiety of cost of maintenance for the year ending September 30, 1926.

E. H. DAVIES,
for Chairman.

Provincial Road Committee's Office,
Kandy, December 6, 1926.

Wannarajah Branch Road.

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 road will be held at Castlereagh Factory on Monday, December 20, 1926, at 8 A.M.

Business.

1. To pass the estimate for the maintenance of the above road for 1926-27.
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 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 moiety of cost of maintenance for the year ending September 30, 1927.

R. A. G. FESTING,
Chairman.

Provincial Road Committee's Office,
Kandy, December 6, 1926.

Ulapane Riverside 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 interested in the above road will be held at Mahavilla Group Factory, on Tuesday, January 4, 1927, at 10 A.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:—

Agenda.

1. To elect a Chairman, Local Committee.
2. To pass estimate for the maintenance of the above road for 1926-27.
3. To report to the Provincial Road Committee with regard to—

(a) The names of estates (with their acreage) 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 moiety of cost of maintenance for the year ending September 30, 1926.

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.

R. A. G. FESTING,
Chairman.

Provincial Road Committee's Office,
Kandy, December 7, 1926.

Mallowapitiya-Rambadagalla Branch Road.

(Flood Damages.)

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 repairing flood damages on the above road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on December 11, 1926, at 10 A.M. at the Office of the Government Agent, Kurunegala, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	..	Rs. 800·00
Private contributions	..	Rs. 820·00

Proprietors or Agents.	Estates.	Acreage-
The Ceylon Tea Plantations Co., Ltd.	Delhena ..	504
Messrs. James Finlay & Co.	Delwita ..	2,568
Messrs. Carson & Co.	Nella Oola ..	300
Messrs. Harrisons & Crosfield, Ltd.	Marlbe ..	586
Do.	Kepitigalla ..	708
Mr. J. L. Kotalawala	Field View ..	129

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

H. W. ABEYWARDENE,
Chairman.

Office of the Provincial Road Committee,
Kurunegala, November 30, 1926.

Balangoda-Chetnole Branch Road.

NOTICE is hereby given that under the provisions of section 13 of Ordinance No. 14 of 1896, a Meeting of the Local Committee in respect of the above road, will be held at the Balangoda resthouse at 4 P.M., on January 8, 1927, to elect two members and a Chairman for the Local Committee, in place of Messrs. R. Hill and George Brown, who have left the district.

W. DOUGLAS GODSALL,
for Chairman.

Provincial Road Committee,
Ratnapura, December 3, 1926.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specifications have been accepted:—

No. 2,210 of September 22, 1926.

Stephen Lackey Kessell.

Improved Process for the Preservation of Timber.

Abstract.—Dense timbers in a green or partly seasoned condition are treated with an aqueous solution of two or more of the following: Sodium fluoride, a soluble dinitrophenate, a soluble arsenic compound. The timber is placed in the solution and the temperature is raised to the boiling point, maintained there for some time and then allowed to fall.

1. A process for treating green or other timber characterised by immersing and boiling or heating it in an aqueous solution of sodium fluoride and a soluble dinitrophenate, substantially as herein described and set forth.

2. A process for treating green or other timber characterised by immersing and boiling or heating it in an aqueous solution of sodium fluoride, a soluble dinitrophenate and a soluble arsenic compound, substantially as herein described and set forth.

3. A process for treating green or other timber characterised by immersing and boiling or heating it in an aqueous solution of sodium fluoride and a soluble arsenic compound substantially as herein described and set forth.

4. A process for treating green or other timber characterised by immersing and boiling or heating it in an aqueous solution containing sodium fluoride, a soluble dinitrophenate and a soluble arsenic compound, and in maintaining the solution with therein timber at such temperature until said timber is sufficiently impregnated, removing the solution from the vat or vessel and, if necessary, washing the adhering solution from said timber substantially as herein described and set forth.

5. Timber treated by immersing, boiling or heating, and saturating it in solutions substantially as herein described, set forth and claimed.

No drawings.

No. 2,214 of October 1, 1926.

Thomas Andrew Chalmers.

Machines for plucking plants, such as tea plants.

Abstract.—A mechanical plucker comprises a combination of a travelling carriage and a power-driven rotary cutter, adjustably mounted thereon, so that the height from the ground can be varied. A ledger plate co-operates with the cutter and vanes may be fixed to direct the cut leaf into a hopper.

The claims are:—

1. In a machine for plucking plants such as tea plants the combination with a travelling carriage of a power-driven rotary cutter carried by said carriage at some distance from the ground.

2. An arrangement as claimed in claim 1, in which the cutter is mounted on the carriage so as to be adjustable above the distance from the ground substantially as described.

3. An arrangement as claimed in claim 1 or 2, in which a receiving hopper is provided to receive the plucked plant substantially as described.
4. In an arrangement as claimed in claims 1, 2, or 3, the provision of means such as vanes carried by said cutter for creating a current of air adapted to direct or deliver the plucked plant into the hopper.
5. An arrangement as claimed in any of the preceding claims, in which a ledger plate is provided adapted to co-operate with said cutter substantially as described.
6. An arrangement as claimed in claims 2-5, in which the cutter is rotatably mounted on a frame pivoted to the carriage and in which means, such as ropes secured at one end to the said frame and at the other end passing around winch drums rotatable by means such as an electric motor, is provided for rocking said frame substantially as described.
7. A machine for plucking plants, such as tea plants, substantially as described with reference to the accompanying drawings.

One sheet of drawings.

December 6, 1926.

NORMAN RAE,
Registrar of Patents.

THE following Specification has been accepted :—

No. 2,220 of October 23, 1926 (Date applied for under Section 48 of the Ordinance, November 6, 1923.)

The British Thomson-Houston Co., Ltd.
Improvements in Electron Discharge Devices.

Abstract.—The cathode of tungsten or the like has formed thereon an absorbed layer of oxygen which enables the cathode to hold on a film of Caesium or Rubidium even at a high temperature. Hydrogen is used to clean up the bulb by removing deleterious gases such as carbon monoxide.

The claims are :—

1. An electron discharge device having an electron-emitting cathode and one or more other electrodes enclosed within a receptacle which contains the vapour of an alkali metal under such conditions that the alkali metal forms an absorbed layer on the cathode during the operation of the device, wherein the cathode has previously formed thereon an absorbed film of oxygen, which causes the layer of alkali metal to be retained on the cathode at a higher temperature than it would be retained in the absence of the film of oxygen, thereby enabling a higher electron emissivity to be obtained.
2. An electron discharge device as claimed in claim 1, in which the receptacle contains a quantity of caesium oxide.
3. An electron discharge device as claimed in claims 1 or 2, in which the device contains an oxidised material, for the purpose set forth.
4. An electron discharge device as claimed in claims 1, 2 or 3, in which the device contains a material capable of combining with deleterious gases such as carbon monoxide and hydrogen.
5. The method of preparing an electron discharge device of the kind referred to, which consists in admitting into the device subsequent to the evacuation thereof, a small quantity of oxygen heating the cathode to cause the formation of the absorbed film of oxygen and then removing the excess of oxygen and introducing the alkali metal.
6. The method of preparing an electron discharge device as claimed in claim 5, which consists in admitting oxygen into the container subsequent to the introduction of alkali metal in an amount sufficient to oxidise some of the alkali metal.
7. The method of preparing an electron discharge device as claimed in claim 6, which consists in finally admitting a quantity of hydrogen into the device, for the purpose set forth.

One sheet of drawings.

December 3, 1926.

NORMAN RAE,
Registrar of Patents.

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

Notice re Closing Arrack Tavern.

NOTICE is hereby given that it is proposed to close the arrack taverns specified in the schedule below from February 1, 1927.

2. I shall be prepared to receive any written representation up to January 24, 1927, on which date at Puttalam Kachcheri between the hours of 10 A.M. and 11 A.M., I shall also be prepared to receive any verbal

representation that may be made to me regarding the closing of such taverns.

C. SITTAMPALAM,
for Assistant Government Agent.
The Kachcheri,
Puttalam, December 6, 1926.

Schedule.

Tavern No. 15.
Locality or Range: Within the village of Karaitivu.
Division: Kalpitiya division in Puttalam District.

LOCAL BOARD NOTICES.

Trade or Business of Auctioneer or Broker.

THE following person was licensed during the month of November to carry on the trade or business of an auctioneer within the limits of the small Town of Point Pedro for the year 1926, and his name is published in terms of section 17 of Ordinance

No. 15 of 1889, as amended by Ordinance No. 25 of 1922:—

Mr. V. Mudaliyar Culandaivelu, Agent, Messrs. V. M. Vadivalu & Brothers, Point Pedro.

Sanitary Board Office, Jaffna, November 30, 1926. L. A. NORTHCROFT,
for Chairman.

SALES OF TOLL AND OTHER RENTS.

Toll Rents, Western Province.

NOTICE is hereby given that on Wednesday, December 22, 1926, at 12 noon, will be put up for resale at the Colombo Kachcheri, at the risk of the original purchasers for the period mentioned below, the under-mentioned Toll Rents of the Western Province, the original purchasers of which may have failed to pay on or before that date the instalment for the month of November, 1926, or any part thereof, that may be due and owing on that date.

The purchaser or purchasers at the resale should deposit one-tenth of the purchase amount on the day of sale.

If the rents are not disposed of at the resale action will be taken against defaulters in terms of the provisions of the Ordinance No. 21 of 1905.

From January 1 to September 30, 1927.

Canals.—(1) Hendala, (2) Grandpass, (3) Kittanpahuwa.

Ferries.—Mutwal.

The Kachcheri, R. N. THAINE,
Colombo, December 1, 1926. Government Agent.

TRADE MARKS NOTICES.

Trade Marks Registered during the Month of November, 1926.

Trade Mark No.	Advertised in Gazette		Proprietors.	Class.
No.	No.	Of		
3,512	7,532	June 25, 1926	The M. O. Valve Company, Ltd.	8
3,616	7,539	July 30, 1926	Seena Peena Peeyanna Mohamed Ismail Rowther	13
3,621	7,541	August 13, 1926	O. L. M. Saheed & Co.	50
3,464	7,543	August 27, 1926	Naamlooze Vennootschap Van Heel's Condensed Milk Company, Ltd.	42
3,591	7,543	August 27, 1926	The Morgan Crucible Co., Ltd.	50
3,627	7,543	August 27, 1926	Khaja Nainar & Company	17
3,628	7,543	August 27, 1926	J. & S. Violet Freres, trading as Violet Freres	43
3,566	7,545	September 10, 1926	Trufood, Limited	42
3,630	7,545	September 10, 1926	C. S. Antony, trading as C. S. Antony & Co.	17
3,606	7,545	September 10, 1926	J. A. Crabtree & Co., Ltd.	13 & 16
3,611	7,547	September 24, 1926	Grande Distillerie Strasbourgeoise Pfister & Daul Societe Anonyme	43
3,632	7,547	September 24, 1926	Whittall & Company	42
3,638	7,547	September 24, 1926	Brooke Bond (Ceylon), Limited	50
3,642	7,547	September 24, 1926	do.	42

Subsequent Proprietors registered during the Month of November, 1926.

(The name in *Italics* is that of the former Proprietor.)

2,162	7,081	January 30, 1920	General Motors Corporation, General Motors Building, West Grand Boulevard and Cass Avenue, Detroit, Michigan, U. S. A.; <i>Oakland Motor Car Co.</i>	22
3,567	7,532	June 25, 1926	Robert Oscar Mennell, trading as R. O. Mennell & Co., 5, St. Dunstan's Hill, London, England, Tea Merchants; <i>Brooke Bond (Ceylon), Ltd.</i>	42

Trade Marks renewed during the Month of November, 1926.

1,412	6,552	March 14, 1913	G. T. Fulford Co., Ltd.	3
1,415	6,555	April 4, 1913	Pinchin Johnson & Co., Ltd.	1
1,416	6,555	April 4, 1913	do.	1
1,417	6,555	April 4, 1913	do.	1
1,430	6,557	April 18, 1913	Continental Caoutchouc & Gutta Percha Compagnie	40
1,434	6,560	May 2, 1913	Fletcher, Fletcher & Co., Ltd.	43
1,435	6,560	May 2, 1913	do.	43
234	5,576	October 21, 1898	The Antikamina Chemical Company	3

Trade Marks to be removed from the Register for Non-payment of Renewal Fees.

237	—	December 9, 1898	Walker, Sons & Co., Ltd.	22
1,374	6,530	November 8, 1912	Mohammed Batcha Uduman	48
1,377	6,532	November 15, 1912	Geo. H. Macy & Co.	42
1,378	6,532	November 15, 1912	do.	42
1,382	6,535	December 6, 1912	Mohammed Haniffa Mohamed Sheriff	42
1,387	6,535	December 6, 1912	Westminster Tobacco Company, Ltd.	45
1,391	6,535	December 6, 1912	The Wolseley Tool & Motor Car Co., Ltd.	22

Trade Marks removed from the Register for Non-payment of Renewal Fees.

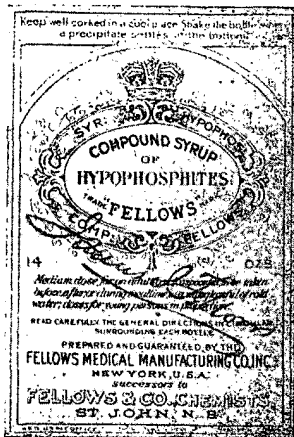
1,364	6,518	August 23, 1912	British-American Tobacco Co., Ltd.	45
1,379	6,533	November 22, 1912	Andrew Usher & Co.	43

Registrar-General's Office,
Colombo, December 8, 1926.

H. E. BEVEN,
Registrar-General.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 3,607.
- (2) Date of Receipt: July 10, 1926.
- (3) Applicant (Proprietor of the Trade Mark):
FELLOWS MEDICAL MANUFACTURING COMPANY, INC. (a Corporation organized and existing under the laws of the State of New York), 26, Christopher street, New York, United States of America; Manufacturers.
- (4) Address for service in the Island: Julius & Creasy, No. 22, Prince street, Fort, Colombo.
- (5) Class: Three.
- (6) Goods: "Sirup of Hypophosphite."
- (7) Representation of the Trade Mark:



Registrar-General's Office, H. E. BEVEN,
Colombo, December 8, 1926. Registrar-General.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 3,712.
- (2) Date of Receipt: November 15, 1926.
- (3) Applicant (Proprietor of the Trade Mark):
M. S. HEBTULABHOY, T. S. HEBTULABHOY, and A. S. HEBTULABHOY, trading as "M. S. HEBTULABHOY & CO.," No. 102, Fourth Cross street, Pettah, Colombo; General Merchants.
- (4) Address for service in the Island, if any:
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Representation of the Trade Mark:

HUSSAINI

The essential particular of the Trade Mark is the word "HUSSAINI."

Registrar-General's Office, H. E. BEVEN,
Colombo, December 1, 1926. Registrar-General.

NOTICE UNDER "THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920."

Budget for the Panadure Urban District Council for the Year, 1927.

		REVENUE.			
		Amount.	Total.	Amount.	Total.
		Rs. c.	Rs. c.	Rs. c.	Rs. c.
A.—General Revenue:—				D.—Council Lands and Buildings (not included elsewhere):—	
(1) Property tax 171 (1) (a)	18,000 0			(1) Rents	250 0
(2) Acreage tax 171 (1) (b)	—			(2) Sale of produce	50 0
(3) Vehicles and animals tax 173 (1) (b)	15,000 0				300 0
(4) Licence duties 173 (1) (c) (not included elsewhere)	600 0			E.—Public Health:—	
(5) Other taxes 173 (d)	—			(1) General Revenue	—
(6) Refund of stamp duties (Schedule VI)	11,000 0			(a) Fines under Part IV., Chapter III.	50 0
(7) Refund of liquor licences	800 0				50 0
(8) Refund of Police tax	11,250 0			(2) Scavenging—	
(9) Compensation for opium revenue	5,180 0			(a) Fees 168 (10) (b)	—
(10) Fines by Court (not included elsewhere)	250 0			(b) Sale of refuse 130	240 0
(11) Interest from Bank	500 0			(c) Fines on contractors	25 0
		62,355 0			265 0
B.—Thoroughfares:—				(3) Conservancy—	
(1) Labour tax 173 (1) (a)	4,604 0			(a) Fees 168 (10) (b)	3,500 0
(2) Fines on defaulters (Schedule VIII. 27 (2))	—			(b) Sale of refuse 130	—
(3) Other collections, e.g., fines for injuries, &c., 97, and sale of badges and fare tables	—	4,604 0		(c) Fines on contractors	25 0
					3,525 0
C.—Resthouse:—				(4) Slaughter-house and Cattle pounds—	
(1) Fees 60	500 0			(a) Fees 168 (11) (a)	850 0
				(b) Sale of refuse	—
			500 0		850 0

	Amount. Rs. c.	Total. Rs. c.		Amount. Rs. c.	Total. Rs. c.
(5) Water supply—			H.—Dog Registration Ordinance, No. 25 of 1901, Rabies Ordinance, No. 7 of 1893 :—		
(a) Water-rate 141 (b) 146	—		(1) Registration fees	40 0	
(6) Hospitals—			(2) Fines	25 0	
(a) Contribution from Government..	200 0		(3) Sale of dog collars	75 0	140 0
(b) Rent of Hospital grounds	100 0	300 0	I.—Weights and Measures Ordinance, No. 8 of 1876 :—		
(7) Markets—			(1) Fees for stamping	50 0	
(a) Rents 168 (12)	3,600 0		(2) Fines	50 0	100 0
(b) Boutiques and stalls 168 (12) (b)	—		J.—Electricity Department :—		
(c) Fees from private markets 150 (3)	—		(1) Sale of current	—	
(d) Licences 163 (1)	—	3,600 0	(2) Rent of meters	—	
F.—Public Recreation 168 (7), 170 (1) (b) :—			(3) Works executed for customers	—	
(1) Rents	125 0		(4) Miscellaneous	—	
(2) Cattle grazing fees	—		Total revenue	77,079 0	
(3) Licences for public performances	15 0	140 0	Estimated balance December 31, 1926.	70,000 0	
G.—Cemeteries Ordinance, No. 9 of 1899 :—				147,079 0	
(1) Fees	250 0				
(2) Hire of hearse	—				
(3) Graves sold for erecting monuments	100 0	350 0			

EXPENDITURE.

	Amount. Rs. c.	Total. Rs. c.		Amount. Rs. c.	Total. Rs. c.
A.—General Expenditure :—			D.—Council Lands and Buildings (not otherwise charged) :—		
(1) Salaries of officers—			(1) Wages	216 0	
(a) Secretary	2,640 0		(2) Commission to collectors	—	
(b) Clerks	2,130 0		(3) Rent of office	480 0	
(c) Peons	636 0		(4) Maintenance	100 0	
(d) Cost of technical advisers	600 0		(5) Furniture	5,100 0	
(e) Pensions	—	6,006 0	(6) Police tax	250 0	
(2) Establishment charges—			(7) Acquisition	15,000 0	
(a) Allowances (not otherwise charged)	507 0		(8) Improvements	3,000 0	
(b) Travelling	150 0		(9) Loan charges	—	24,146 0
(c) Commission to tax collectors (not otherwise charged)	1,565 0		E.—Public Health :—		
(d) Assessors fees	360 0		(1) General Expenditure—		
(e) Legal expenses	200 0		(a) Salaries	2,130 0	
(f) Stationery, printing, advertising, and office expenses (not otherwise charged)	1,800 0		(b) Allowances	534 0	
(g) Registration of voters and elections	—		(c) Uniform	180 0	
(h) Cost of cart plates	200 0		(d) Printing and stationery	—	
(i) Cost of Audit	800 0		(e) Disinfectants	500 0	
(j) Holiday Railway Tickets	—	5,582 0	(f) Midwife's requirements, &c.	250 0	
(3) Refunds—			(g) Rain water outlets, &c.	10,000 0	13,594 0
(a) Police Court fines, &c.	—		(2) Scavenging—		
B.—Thoroughfares :—			(a) Wages	4,800 0	
(1) Salaries and wages	2,010 0		(b) Carts and bulls and lorry (half cost)	4,000 0	
(2) Maintenance	10,000 0		(c) Stores and stationery, &c.	500 0	9,300 0
(3) Plant and tools	3,000 0		(3) Conservancy—		
(4) Lighting	5,000 0		(a) Wages	7,500 0	
(5) Watering streets	—		(b) Carts and bulls and lorry (half cost)	4,000 0	
(6) Commission to tax collectors	—		(c) Stores	750 0	
(7) Cost of badges and fare tables	—		(d) Rent of night soil depôt	—	
(8) Acquisition	15,000 0		(e) Maintenance of latrines	300 0	
(9) Improvements	15,000 0		(f) Acquisition	—	
(10) Surveys	3,000 0		(g) Construction	2,000 0	14,550 0
(11) Loan charges : (a) Principal repaid; (b) Interest	—	53,010 0	(4) Slaughter-house and cattle pounds—		
C.—Resthouse :—			(a) Wages	—	
(1) Salaries	204 0		(b) Maintenance	150 0	
(2) Maintenance	150 0		(c) Acquisition	—	
(3) Furniture and equipment	200 0	554 0	(d) Construction	—	150 0
			(5) Water supply—		
			(a) Wages	—	
			(b) Stores	—	
			(c) Maintenance	—	
			(d) Acquisition	—	
			(e) Construction	—	
			(f) Loan charges, principal repaid, interest	—	

"THE LOCAL GOVERNMENT ORDINANCE, NO. 11 OF 1920."

U 160/26

BY-LAWS made by the Jaffna Urban District Council, under sections 164 and 168 of "The Local Government Ordinance, No. 11 of 1920," approved by the Local Government Board, confirmed by the Governor in Executive Council, and published as required by section 166 (1)

By His Excellency's command,

Colonial Secretary's Office,
Colombo, December 9, 1926.

E. B. ALEXANDER,
Acting Colonial Secretary.

By-laws referred to.

GENERAL BY-LAWS RELATING TO LICENCES.

Interpretation of Terms.

1. In these by-laws the following expressions shall have the meanings respectively assigned to them unless there be something repugnant in the subject or context :—

"The Council" means the "Urban District Council of Jaffna."

"Chairman" means the Chairman of the Urban District Council of Jaffna.

"Licensee" means the person holding a licence issued by the Chairman authorizing the use of any premises or place for any special purpose mentioned in the licence in pursuance of the Local Government Ordinance or any by-law made thereunder.

"Licensed premises" means the whole of the premises or place in respect of which a licence has been issued by the Chairman.

"Licensed trade" means a trade for which a licence is necessary under the provisions of the Local Government Ordinance or any by-law made thereunder.

"Offensive or dangerous trade" means any one of the following trades :—

Manufacturing of manure, tanning, curing arecanuts, boiling blood or offal, making or extracting fat, making soap, dyeing fibre, manufacturing or storing fibre, keeping a kraal for soaking coconut husks, storing Maldive fish in quantity over 5 cwt., storing lime, live chanks, beche-de-mer, hides, bones, artificial manure, materials for the manufacture of artificial manure in quantity over 1 gunny bag, manufacturing copra, coconut oil, or desiccated coconuts by employing machinery, manufacturing of bricks or tiles, burning lime, keeping a saw pit, curing or storing plumbago.

2. No person shall within the limits of the Council keep any bakery, eating-house, tea or coffee boutique, restaurant, hotel, butcher's stall, fish stall, gala, dairy, laundry, common lodging house, aerated water factory, ice factory, or public bathing place, or carry on in any place any dangerous or offensive trade without an annual licence from the Chairman, which licence the Chairman shall issue to all persons complying with the conditions provided for the issue of such licence. Every such licence shall remain in force until December 31 of the year in respect of which such licence is issued, unless such licence shall have been previously cancelled as provided in by-law No. 9 or 11.

3. No bread or aerated water manufactured or prepared or any dairy produce obtained from outside the Jaffna Urban District Council area shall be sold or exposed for sale within the said area, except with the written permission of the Chairman of the Council.

4. No licence shall be transferable.

5. All notices in connection with the licensed premises or the licensed trade shall be deemed to be served upon the licensee when left with any person employed in the licensed premises or when affixed to such premises.

6. The licensee shall comply with the lawful requirements of any notice served on him by the Chairman within the time stated in such notice, or if no such time is stated in the notice then within seven days from the service of such notice.

7. Every licence shall be subject to such fee as the Council shall, subject to the approval of the Local Government Board and with the sanction of the Governor in Executive Council, impose.

8. It shall be lawful for the Chairman or any officer of the Council generally or specially authorized in writing thereto by the Chairman at all reasonable times to enter upon and inspect any licensed premises and to inspect any furniture, equipment, vehicle, or utensil, which is or appears to be used for the purpose of a licensed trade.

9. Every licensee shall during the period of licence keep his premises, furniture, and equipment in conformity with the conditions on which the licence was issued.

10. Any person committing a breach of any regulation for any licensed premises shall be guilty of an offence and shall on conviction be liable to a fine not exceeding Rs. 50 (Rupees Fifty), and in the case of a continuing offence to an additional fine not exceeding Rs. 25 (Rupees Twenty-five) for every day during which the offence was committed after conviction or after written notice from the Chairman of such contravention.

11. On a second or subsequent conviction of a licensee by court for breach of any regulation relating to his licensed premises such licence shall be liable to cancellation by such court.

12. If at any time during the period for which a licence has been issued the licensed premises cease to conform to the conditions laid down for its issue, the Chairman may notice the licensee to do all things necessary to make the premises conform to such conditions, and if the licensee fails to comply with the requirements of the notice the Chairman may suspend or cancel the licence.

BAKERIES.

I.—Conditions of Issue of Licence.

No person shall be entitled to a licence to keep a bakery unless the premises to be licensed comply with the following conditions.

1. (a) That the premises are in good repair and well ventilated and well lighted, and that every room is provided with windows capable of being opened, the area of which when open shall be not less than one-fifteenth of the superficial floor space.

(b) That the walls of every room in every part are not less than 7 feet in height, and are built of bricks, stone, or cabook, with the inside thereof limeplastered and limewashed.

(c) That all the eaves are at least 6 feet from the ground.

(d) That the roof is made of some permanent material.

(e) That all the woodwork is oil painted or limewashed.

(f) That the floor is cemented throughout.

(g) That the premises are provided with adequate drainage.

2. (a) That the room in which kneading takes place has a superficial floor space of not less than 12 feet by 15 feet, and that the lower 4 feet of the internal surface of the walls is covered with glazed tiles or is plastered with cement.
- (b) That there is a free external air space not less than 7 feet wide on at least two of the sides of the kneading room which contain doors or windows.
- (c) That the door of the oven does not open directly into the kneading room.
- (d) That every kneading room is provided with a ceiling which is either plastered and limewashed or made of closely fitting boards which are either limewashed or oil painted.
3. (a) That the troughs, tables, and all the utensils used in the making of bread are capable of being moved about for the purpose of cleaning the floor and the walls.
- (b) That the tops of the tables used in the making of bread are made of well seasoned closely fitting planks or of some non-harmful impervious material.
4. (a) That the bakery is provided with a sanitary dust bin, at least two spittoons, and with sufficient latrine accommodation.
- (b) That the bakery is at least 50 feet distant from any latrine, cesspit, manure heap, or open sewer.
- (c) That there is no cesspit, latrine, or ashpit within or directly communicating with the bakery.

II.—Regulations for Licensed Bakeries.

1. Every licensee of a bakery shall keep affixed in a conspicuous position on the outside of his premises a board with his name and the words "Licensed Bakery" legibly painted thereon in the English and vernacular languages.
2. Every licensee of a bakery shall cause a copy of these regulations in English and Tamil and the licence to be framed and hung in a prominent place in the licensed premises, and shall also cause a list of the names and addresses of all employees (including the vendors of bread) to be kept in the bakery so as to be available for inspection at all reasonable times by the Chairman or any person authorized by him.
3. Every licensee of a bakery shall cause the walls of every room forming part of the bakery to be limewashed twice a year in the months of June and December; the ceiling to be limewashed four times a year in the months of March, June, September, and December; the woodwork to be limewashed or, if oil painted, to be washed with hot water and soap at least twice a year in the months of June and December, and at any other time if so ordered by the Chairman in writing.
4. Every licensee of a bakery shall cause the floor and the tiled or cemented portions of the walls and the tops of the tables to be washed every day at such hour as shall be specified in the licence. He shall cause every part of the bakery, its surroundings, drains, furniture, utensils, and equipment used in the making of bread to be kept in good repair, clean, and free from effluvia arising from any drain, latrine, cesspit, or other nuisance on the licensed premises. He shall cause all trade and domestic refuse to be immediately placed in an impervious covered receptacle, which shall be removed from the bakery and cleared once a day. The receptacle shall always be kept covered except when refuse is being actually placed therein.
5. Every licensee of a bakery shall use for the manufacture of bread good and wholesome flour, water, and other materials. He shall store the flour on a movable platform constructed in the manner herein specified:—

The platform shall be of any convenient length and breadth, consisting of a single layer of stout planks supported on legs 3 feet high. The legs of the platform should not be permanently fixed in the floor. The edges of the planked top should stand out 9 inches away from the frame underneath, so as to prevent rats crawling up the legs and round the edge of the planked top. The platform shall be so constructed that there are no shelves or recesses under the planked top to provide harbour for rats. The platform should be a movable one, so that it may be lifted away from position and the floor underneath cleaned. It should be placed at least 9 inches away from the wall. He shall keep the space beneath and around the platform free from all obstructions.

6. Every licensee of a bakery shall provide a sanitary dust bin and at least two spittoons to be kept on the licensed premises. He shall keep the spittoons so as to be easily accessible to those engaged in the manufacture of bread, but shall not keep them in the kneading room.
7. Every licensee of a bakery shall keep the bakery free from rats and shall cause all rat holes to be filled up with broken glass and shall plaster them with cement as soon as found.
8. No person shall on any pretext whatsoever keep any animal or bird in a bakery.
9. No person shall spit within the bakery, except into a spittoon provided for the purpose.
10. (a) No person suffering from, or who has recently suffered from, any infectious, contagious, or loathsome disease, or has been recently in attendance on any person suffering from such disease, shall enter the licensed premises or take part in the manufacture or sale of any bread therein, or engage in the transport of any bread therefrom.
- (b) No licensee of a bakery shall connive at or permit the contravention by any person of the provisions of the above regulation 10 (a).
11. No licensee of a bakery shall store or keep or allow to be stored or kept in the room where bread is prepared or stored, or in which the materials for making bread are stored, any furniture, clothes, sleeping mats, or any articles, other than those used in the manufacture of bread.
12. No licensee of a bakery shall use, or allow to be used, as a sleeping place any place on the same floor as the bakery or forming part of the same building, unless such place is effectually separated from the places where bread is prepared or stored or in which the materials thereof are stored by a partition extending from the floor to the ceiling, and unless such sleeping place is provided with an external window, the area of which when open shall be not less than one-fifteenth of the superficial floor space.
13. All persons employed in the preparation and making of bread shall wash their hands before engaging in the process of making bread, and shall wear clean white aprons covering the chest and body and a clean white cap or turban.
14. Every licensee of a bakery shall provide clean water, clean towels, nail brush, and soap, and keep them so as to be easily accessible to those engaged in the manufacture of bread.
15. Every licensee of a bakery shall provide the licensed premises with an ample supply of potable water.
16. No licensee of a bakery shall expose, or cause to be exposed, for sale in the licensed premises any bread unless such bread is kept in clean properly constructed glass cases free from flies, dust, and vermin.
17. Every licensee of a bakery shall cause all bread, except fancy bread, rolls, biscuits, or confectionery, to be stamped with figures denoting one or other of the following weights, viz:—

1/4 lb., 1/2 lb., 1 lb., 2 lb., or 4 lb.

He shall not sell or expose for sale any bread, except fancy bread, rolls, biscuits, or confectionery, which shall not have one of the aforesaid weights stamped on it or which shall be found to weigh less than the weight stamped thereon.

18. Every licensee of a bakery shall cause to be fixed in a conspicuous place in the licensed premises a beam and scales, with standard weights, and if required by any purchaser shall weigh any bread sold or exposed for sale in the said premises.

19. No licensee of a bakery shall allow any person to transport bread from his bakery for sale, unless such person is in possession of a card of registration signed by the Chairman and by the licensee of the bakery.

20. The Chairman shall on application made to him by the licensee of a bakery, issue cards of registration for use by every person employed by such licensee in transporting bread for sale.

21. No licensee of a bakery shall allow any bread to be transported from his licensed premises for sale, except in a closed vehicle or a closed basket tin, or other suitable receptacle. The licensee shall examine such vehicle, basket, tin, or other receptacle, and shall satisfy himself that it is clean and wholesome before he allows such transport.

EATING-HOUSES AND TEA AND COFFEE BOUTIQUES.

I.—Conditions of Issue of Licence.

No person shall be entitled to a licence to keep an eating-house or a tea or coffee boutique, unless the premises to be licensed comply with the following conditions :—

1. That the premises are in good repair and are well ventilated and well lighted, and that every room has a minimum superficial area of 120 square feet and is provided with windows capable of being opened, the area of which when open shall be not less than one-fifteenth of the superficial floor space.
2. That the walls of every room in every part are not less than 7 feet in height, and are built of brick, stone, or cabook, with the inside thereof lime plastered and limewashed.
3. That all the eaves are at least 6 feet from the ground.
4. That the roof is made of some permanent material.
5. That all the woodwork is oil painted or limewashed.
6. That the floor is cemented throughout.
7. That the premises are provided with adequate drainage, with a sanitary dust bin and with sufficient latrine accommodation.

II.—Regulations for Licensed Eating-Houses and Tea and Coffee Boutiques.

1. Every licensee of an eating-house or of a tea or coffee boutique shall keep affixed in a conspicuous position on the outside of his premises a board with his name and the words "Licensed Eating-House" or "Licensed Tea Boutique" or "Licensed Coffee Boutique," legibly painted thereon in the English and vernacular languages.
2. Every licensee of an eating-house or of a tea or coffee boutique shall cause a copy of these regulations in English and Tamil and the licence to be framed and hung in a prominent place in such premises. He shall also cause a list of the names and addresses of all employees to be kept at all times on the premises so as to be available for inspection.
3. Every licensee of an eating-house or of a tea or coffee boutique shall cause the walls of every room forming part of the licensed premises to be limewashed twice every year in the months of June and December; the ceiling to be limewashed four times a year in the months of March, June, September, and December; the woodwork to be limewashed or if oil painted, to be washed with hot water and soap at least twice a year in the months of June and December, and at such other times as may be ordered by the Chairman in writing.
4. Every licensee of an eating-house or of a tea or coffee boutique shall cause every part of such premises, the surroundings, drains, furniture, utensils, and equipment used in the preparation, sale, or consumption of food or drink to be kept in good repair, clean, and free from effluvia arising from any drain, latrine, cesspit, or other nuisance on the licensed premises.
5. Every licensee of an eating-house or of a tea or coffee boutique shall cause all utensils used in the preparation, sale, and consumption of food or drink to be washed with soap and water at least once in 24 hours.
6. Every licensee of an eating-house or of a tea or coffee boutique shall cause every utensil or receptacle used by a customer to be washed immediately after such use and before being used by any other customer.
7. Every licensee of an eating-house or of a tea or coffee boutique shall cause all trade and domestic refuse to be immediately placed in an impervious covered receptacle and to be removed from the premises daily. He shall keep such receptacle covered at all times except when refuse is being placed in it, and shall cause all waste tea, coffee, milk, or remnants of food or cooking waste to be collected in such receptacle and not to be thrown on the ground.
8. No licensee of an eating-house or of a tea or coffee boutique shall use any counter or other place from which tea, coffee, or milk is served, unless the said counter or other place is covered with zinc or other impervious material.
9. Every licensee of an eating-house or of a tea or coffee boutique shall cause a sanitary dust bin, and at least two spittoons to be kept always at the licensed premises so as to be readily available to the visitors to the premises as well as to the employees.
10. Every licensee of an eating-house or of a tea or coffee boutique shall keep the premises free from rats, and shall fill all rat holes with broken glass and plaster such holes with cement as soon as he discovers them.
11. Every licensee of an eating-house or of a tea or coffee boutique shall provide the licensed premises with an ample supply of potable water.
12. No licensee of an eating-house or of a tea or coffee boutique shall keep or store or expose for sale any food unless such food is kept in a receptacle so constructed as to prevent its contamination by flies, dust, and vermin. He shall keep such receptacles always clean.
13. No licensee of an eating-house or of a tea or coffee boutique shall sell or offer or expose for sale any milk to which water or any other foreign liquid or substance has been added so as to render such milk unwholesome.
14. No person shall spit within such premises except into a spittoon provided for the purpose.
15. No person suffering from any infectious, contagious, or loathsome disease, or who has been recently in attendance on any person suffering from such disease shall enter such premises or take part in the preparation or sale of food or drink.
16. No licensee of an eating-house or of a tea or coffee boutique shall connive at or permit the contravention by any person of the above regulations numbered 14 and 15.
17. No licensee of an eating-house or of a tea or coffee boutique shall allow any person to transport for sale cooked food from the licensed premises unless such person is in possession of a card of registration signed by the Chairman and by the licensee of an eating-house or of a tea or coffee boutique, and unless such food is carried in a closed basket, tin, or other suitable receptacle.
18. Every licensee of an eating-house or of a tea or coffee boutique shall see that every vehicle, basket, tin, or other receptacle used for carrying food is clean at the time any food is placed in it.
19. The Chairman shall, on application made to him by the licensee of an eating-house or of a tea or coffee boutique, issue cards of registration for use by every person employed by such licensee in carrying food for sale.

BUTCHERS' STALLS.

I.—Conditions of Issue of Licence.

No person shall be entitled to a licence to keep a butcher's stall unless the premises to be licensed comply with the following conditions :—

1. That the premises are in good repair and well ventilated and well lighted, and that every room is provided with windows capable of being opened, the area of which when open shall be not less than one-fifteenth of the superficial floor space.
2. That the walls of every room in every part are not less than 7 feet in height, and are built of brick, stone, or cabook, with the inside thereof limeplastered and limewashed, and the lower 4 feet of the internal surface is covered with glazed tiles or is plastered in cement.
3. That all the eaves are at least 6 feet from the ground.
4. That the roof is made of some permanent material.
5. That all the woodwork is oil painted or limewashed.
6. That the floor is cemented throughout.
7. That the premises are provided with adequate drainage.
8. That the tables and all the furniture shall be capable of being moved about for the purpose of cleaning the floor and the walls.
9. That every table on which meat is kept shall be covered with zinc or other impermeable material.
10. That the premises are provided with a sanitary dust bin and at least one spittoon and with sufficient latrine accommodation.
11. That the premises are at least 50 feet distant from any latrine, cesspit, manure heap, or open sewer.
12. That there is no cesspit, latrine, or ashpit within, or directly communicating with the premises.

II.—Regulations for Licensed Butchers Stalls.

1. Every licensee of a butcher's stall shall keep affixed in a conspicuous position on the outside of his premises a board with his name and the words "Licensed Butcher's Stall." legibly painted thereon in the English and vernacular languages.
2. Every licensee of a butcher's stall shall cause a copy of these regulations in English and Tamil to be framed and hung in a prominent place in the licensed premises. He shall also keep on the premises a list of the names and addresses of all employees including vendors of meat so as to be at all times available for inspection.
3. Every licensee of a butcher's stall shall cause the walls of every room forming part of the stall, except such parts as are covered with glazed tiles, or are plastered in cement, to be limewashed, and all the woodwork to be limewashed, or, if oil painted, to be washed with hot water and soap at least four times a year in the months of March, June, September, and December, and at such other times as may be ordered by the Chairman in writing.
4. Every licensee of a butcher's stall shall cause the floor, the tiled or cemented portion of the walls, the tops of the tables, and the chopping blocks to be scrubbed and washed once every day at such hour as is specified in the licence. He shall cause all hooks for hanging meat to be kept polished and free from rust.
5. Every licensee of a butcher's stall shall keep every part of the butcher's stall, its surroundings, drains, furniture, utensils, and equipment used in connection with the storing, preparation or sale of meat in good repair, clean, and free from effluvia arising from any drain, latrine, cesspit, or other nuisance.
6. Every licensee of a butcher's stall shall cause a sanitary dust bin, and at least one spittoon to be kept on the licensed premises, so that those employed on the premises may have easy access to them.
7. Every licensee of a butcher's stall shall cause all trade and domestic refuse to be immediately placed in a covered receptacle made of zinc or galvanized iron and to be removed daily from the licensed premises. He shall cause the said receptacle to be kept always covered except at the times when refuse is being actually placed in it.
8. Every licensee of a butcher's stall shall keep the licensed premises free from rats; and shall cause all rat holes to be filled up with broken glass and shall plaster them with cement as soon as found.
9. No person shall keep any animal or bird in the licensed premises on any pretext whatsoever.
10. No person shall spit within a butcher's stall except into a spittoon provided for the purpose.
11. No person suffering or who has recently suffered from any infectious, contagious or loathsome disease, or who has recently been in attendance on any person suffering from such disease, shall enter a butcher's stall or take part in the storing, preparation, or sale of meat therein, or in the transport of any meat thereto or therefrom.
12. No licensee of a butcher's stall shall connive at or permit the contravention by any person of the above regulations numbered 10 and 11.
13. No person shall keep in the licensed premises any furniture, clothes, sleeping mats, or other articles except those used for the purpose of the storing, preparation, or sale of meat.
14. No licensee of a butcher's stall shall allow any place on the same level with the butcher's stall and forming part of the same building to be used as a sleeping place, unless it is effectually separated from the butcher's stall by a partition extending from the floor to the ceiling, and unless such sleeping place is provided with an external window, the area of which when open shall be not less than one-fifteenth of the superficial floor space.
15. Every licensee of a butcher's stall shall keep on the licensed premises an ample supply of potable water.
16. No licensee of a butcher's stall shall sell, or expose for sale on the licensed premises any meat except the meat of animals slaughtered either in a public slaughter-house within the limits of the Council area duly declared and proclaimed under section 22 of Ordinance No. 9 of 1893, or in a place appointed for the purpose by the Chairman under section 23 of the said Ordinance, or under a special licence issued under section 14 of the said Ordinance.
17. Every licensee of a butcher's stall shall keep the licensed premises open daily for the sale of meat during the hours 7 A.M. to 10 A.M. and 3 P.M. to 7 P.M.
18. No licensee of a butcher's stall shall allow any person to transport meat for sale from his licensed premises unless such person is in possession of a card of registration signed by the Chairman and by the licensee of the butcher's stall.
19. No licensee of a butcher's stall shall permit any person to transport for sale from his licensed premises any meat except in a closed vehicle or a closed basket, tin, or other suitable receptacle. He shall see that every such vehicle, basket, tin, or other receptacle is at all times kept clean and wholesome.
20. The Chairman shall, on application made to him by the licensee of a butcher's stall, issue cards of registration for the use of every person employed by such licensee in transporting meat for sale.

FISH STALLS.

I.—Conditions of Issue of Licence.

No person shall be entitled to a licence to keep a fish stall unless the premises to be licensed comply with the following conditions :—

1. That the premises are in good repair and well ventilated and well lighted, and that every room is provided with windows capable of being opened, the area of which when open shall be not less than one-fifteenth of the superficial floor space.

2. That the walls of every room in every part are not less than 7 feet in height and are limeplastered and limewashed, except such parts as are covered with glazed tiles or are plastered in cement.
3. That all the eaves are at least 6 feet from the ground.
4. That all the woodwork is oil painted or limewashed.
5. That the floor is of smooth cement having a proper fall leading to a masonry drain built in cement and cement rendered and emptying into a bucket.
6. That every table on which fish is kept is covered with zinc or other impermeable material.
7. That the premises are provided with a sanitary dust bin and with sufficient latrine accommodation.
8. That the premises are at least 50 feet distant from any latrine, cesspit, manure heap, or open sewer.
9. That there is no cesspit, latrine, or ashpit within or directly communicating with the premises.

II.—Regulations for Licensed Fish Stalls.

1. Every licensee of a fish stall shall keep affixed in a conspicuous position on the outside of his premises a board with his name and the words "Licensed Fish Stall" legibly painted thereon in the English and vernacular languages.
2. Every licensee of a fish stall shall cause a copy of these regulations relating to fish stalls in English and Tamil to be framed and hung in a prominent place in the licensed premises. He shall also keep on the premises a list of the names and addresses of all employees including vendors of fish so as to be at all times available for inspection.
3. Every licensee of a fish stall shall cause the walls of every room forming part of the fish stall, except such parts as are covered with glazed tiles or are plastered in cement, to be limewashed, and all the woodwork to be limewashed or, if oil painted, to be washed with hot water and soap at least four times a year in the months of March, June, September, and December, and at such other times as may be ordered by the Chairman in writing.
4. Every licensee of a fish stall shall cause the floor, the tiled or cemented portions of the walls, the tops of the tables, and the chopping blocks to be scrubbed and washed once every day at such hour as is specified in the licence. He shall cause all hooks for hanging fish to be kept polished and free from rust.
5. Every licensee of a fish stall shall keep every part of the fish stall, its surroundings, drains, furniture, utensils, and equipment used in connection with the storing, preparation or sale of fish in good repair, clean, and free from effluvia arising from any drain, latrine, cesspit, or other nuisance.
6. Every licensee of a fish stall shall cause a sanitary dust bin and at least one spittoon to be kept on the licensed premises, so that those employed on the premises may have easy access to them.
7. Every licensee of a fish stall shall cause all trade and domestic refuse to be immediately placed in an impervious covered receptacle and to be removed daily from the licensed premises. He shall cause the said receptacle to be kept always covered except when refuse is being actually placed therein.
8. Every licensee of a fish stall shall keep the licensed premises free from rats and shall fill up all rat holes with broken glass and plaster them with cement as soon as he discovers them.
9. No person shall keep any animal or bird in the licensed premises on any pretext whatsoever.
10. No person shall spit within a fish stall except into a spittoon provided for the purpose.
11. No person suffering or who has recently suffered from any infectious, contagious, or loathsome disease, or who has recently been in attendance on any person suffering from such disease, shall enter a fish stall or take part in the storing, preparation, or sale of fish therein, or in the transport of any fish thereto or therefrom.
12. No licensee of a fish stall shall connive at or permit the contravention by any person of the above regulations numbered 9, 10, and 11.
13. No person shall keep in the licensed premises any furniture, clothes, sleeping mats, or other articles, except those used for the purpose of the storing, preparation, or sale of fish.
14. No licensee of a fish stall shall allow any place on the same level with the fish stall and forming part of the same building to be used as a sleeping place unless it is effectually separated from the fish stall by a partition extending from the floor to the ceiling, and unless such sleeping place is provided with an external window, the area of which when open shall be not less than one-fifteenth of the superficial floor space.
15. Every licensee of a fish stall shall keep on the licensed premises an ample supply of potable water.
16. Every licensee of a fish stall shall keep the licensed premises open daily for the sale of fish.
17. No licensee of a fish stall shall allow any person to transport fish for sale from his licensed premises unless he is in possession of a card of registration signed by the Chairman and by the licensee of the fish stall.
18. No licensee of a fish stall shall permit any person to transport for sale from his licensed premises any fish except in a closed vehicle or a closed basket, tin, or other suitable receptacle. He shall see that every such vehicle, basket, tin, or other receptacle is at all times kept clean and wholesome.
19. The Chairman shall, on application made to him by the licensee of a fish stall, issue cards of registration for the use of every person employed by such licensee in transporting fish for sale.

LODGING HOUSES.

I.—Conditions of Issue of Licence.

No person shall be entitled to a licence to keep a lodging house unless he shall deposit with the Chairman a certificate of good character signed by three or more respectable householders resident within the area of the Council, or by a Police Magistrate, or Justice of the Peace, and unless the premises to be licensed comply with the following conditions:—

1. That the premises are substantially built and in good repair and that every room is well ventilated and well lighted and provided with windows capable of being opened, the area of which when open is not less than one-fifteenth of the superficial floor space, and that every room has a minimum superficial area of 120 square feet.
2. That the walls of every room in every part are not less than 10 feet in height and are limewashed.
3. That all the eaves are at least 6 feet from the ground.
4. That the roof is made of some permanent material.
5. That all woodwork is oil painted or limewashed.
6. That the floor is cemented throughout.
7. That the premises are provided with adequate drainage.
8. That the premises are provided with sanitary dust bins of sufficient number and size to contain the refuse from the house, and sufficient bathing and latrine accommodation, such latrine accommodation being not less than one separate latrine for every ten persons for whose accommodation the premises are to be licensed.
9. That the premises are provided with a good water supply and that the supply of drinking water and the bathing accommodation are so arranged as to preclude the pollution of the drinking water by persons bathing.
10. That the premises have a separate room set apart as a kitchen which has an efficient outlet for smoke.

II.—*Regulations for Licensed Lodging Houses.*

1. Every licensee of a lodging house shall keep affixed in a conspicuous position on the outside of his premises a board with his name and the words "Licensed Lodging House" legibly painted thereon in the English and vernacular languages.
2. Every licensee of a lodging house shall cause a copy of these regulations in English and Tamil and the licence to be framed and hung up in a prominent place in the licensed premises. He shall also cause a list of the names and addresses of all employees to be kept at all times at the premises so as to be available for inspection.
3. No licensee of a lodging house shall permit any person to sleep in any room, except in such rooms as are specially set apart as sleeping rooms in a plan of the lodging house which shall be attached to the licence and signed by the Chairman.
4. No licensee of a lodging house shall permit more persons than the number specified by the Chairman on the plan as being allowed to sleep in any room to sleep in such room. The number of persons specified for any room shall not be more than one person for each 36 square feet of the superficial area of the room, provided that two children under 10 years of age shall be considered to be equivalent to one person.
5. Every licensee of a lodging house shall keep affixed in each room a board showing the dimensions of such room, and the maximum number of persons permitted to sleep therein.
6. No licensee of a lodging house shall permit males and females above 10 years of age to occupy the same sleeping room, except in the case of husband and wife, and parents and children.
7. No licensee of a lodging house shall allow his premises to be occupied for immoral purposes. He shall maintain and enforce good order and decorum therein.
8. Every licensee of a lodging house shall keep a register of the name, occupation, and native place, and last temporary or permanent residence of each person occupying his premises.
9. Every licensee of a lodging house shall cause the windows of each of the sleeping rooms to be kept open to their full width for at least four hours each day, unless prevented by inclement weather.
10. Every licensee of a lodging house shall cause the internal walls and ceiling of every room to be limewashed and the woodwork to be limewashed or, if oil painted, to be washed with hot water and soap four times every year in the months of March, June, September, and December, and at other times when ordered by the Chairman in writing.
11. Every licensee of a lodging house shall cause every part of the lodging house, its surroundings, drains, furniture, utensils, and equipment to be kept in good repair, clean, and free from effluvia arising from any drain, latrine, cesspit, or other nuisance on the licensed premises.
12. Every licensee of a lodging house shall cause every room, passage, stair, verandah, drain, and the land belonging to the premises to be thoroughly swept at least once a day before noon.
13. Every licensee of a lodging house shall cause all cooked food to be kept in such manner as to be inaccessible to flies or other insects.
14. Every licensee of a lodging house shall cause all filth, house refuse, or other offensive matter to be immediately placed in a covered receptacle made of zinc or galvanized iron, and to be removed from the premises daily. The receptacle shall always be kept covered except when refuse is being actually placed in it.
15. No licensee of a lodging house shall admit to his premises any persons suffering from any infectious, contagious, or loathsome disease.
16. (a) If any person in a lodging house becomes ill from any infectious, contagious, or loathsome disease, the licensee of such lodging house shall forthwith give notice of the fact to the Sanitary Inspector in whose division the lodging house is situated or to the Chairman; and the licensee of such lodging house shall cause the house to be vacated if so required by the Chairman, and shall allow the bedding clothing, and other articles used by the infected person to be disinfected or if necessary to be destroyed, and the house to be fumigated, disinfected, and limewashed at the public expense in such manner as the Chairman may direct.
- (b) The licensee of such lodging house shall not receive any customer until the premises shall have been inspected and certified by the Chairman as free from infection.
17. No licensee of a lodging house shall allow cattle, goats, or fowls to be kept within the building.
18. Every licensee of a lodging house shall cause all mats, bed clothes, and bedding, and every bedstead used in such house to be thoroughly cleaned from time to time—as often as shall be requisite for the purpose of keeping such mats, bed clothes, bedding, and bedstead in a clean and wholesome condition.
19. Every licensee of a lodging house shall cause the seat, floor, and walls of every water closet, earth closet, or privy belonging to such house to be thoroughly cleaned from time to time—as often as may be necessary for the purpose of keeping such seat, floor, and walls in a clean and wholesome condition.

CATTLE SHEDS, GALAS, AND HALTING PLACES OF CATTLE.

I.—*Conditions of Issue of Licence.*

No person shall be entitled to a licence for a gala unless the premises to be licensed comply with the following conditions:—

1. That the premises are properly levelled and drained and the ground is either paved or properly consolidated with broken metal, so that it keeps a hard and level surface.
2. That every building or shed intended for the accommodation of cattle in a gala is built of brick, stone, or cabook, and the walls and pillars are limewashed and plastered with cement to a height of 4 feet from the ground. That the roof is of permanent material. The floor is paved with brick or stone rendered in cement, cement concrete, or asphalt. That drains similarly constructed are provided so as to convey the urine, washings, and rain water into one or more covered receptacles.
3. That the premises are provided with an ample supply of water, both for drinking and for washing the premises.
4. That the premises have sufficient latrine accommodation.

II.—*Regulations for Licensed Galas.*

1. Every licensee of a gala shall keep affixed in a conspicuous position on the outside of his gala a board with the words "Licensed Gala" and the name of the licensee legibly painted thereon in the English and vernacular languages.
2. Every licensee of a gala shall keep a copy of these regulations in English and Tamil framed and hung in a prominent place in the licensed premises.
3. Every licensee of a gala shall cause the walls and pillars of the gala to be limewashed or tarred four times a year in the months of March, June, September, and December.
4. Every licensee of a gala shall cause the gala and all the buildings therein to be kept in good repair, and in a clean and sanitary condition and to be thoroughly washed and swept daily.
5. He shall cause all dung and other refuse to be collected at frequent intervals daily so as to keep the premises in a clean and wholesome condition, and the dung and other refuse so collected shall be kept in one or more receptacles, which shall be constructed of some impermeable material so as to be watertight and provided with a fly-proof cover.
6. Every licensee of a gala shall cause all dung, refuse, urine, and washings to be removed from the gala, at least once a day and disposed of, so that no nuisance is caused thereby.

RESTAURANTS.

I.—*Conditions of Issue of Licence.*

No person shall be entitled to a licence to keep a restaurant unless the premises to be licensed comply with the following conditions :—

1. That the premises are in good repair and well ventilated and well lighted, and that every room has a minimum superficial area of 120 square feet and is provided with windows capable of being opened, the area of which when open shall be not less than one-fifteenth of the superficial floor space.
2. That the walls of every room in every part are not less than 7 feet in height, and are built of brick, stone, or eabook, with the inside thereof limeplastered and limewashed.
3. That all the eaves are at least 6 feet from the ground.
4. That the roof is made of some permanent material.
5. That all the woodwork is oil painted or lime washed.
6. That the ground floor is cemented throughout.
7. That the premises are provided with adequate drainage, with a sanitary dust bin, and with sufficient latrine accommodation.

II.—*Regulations for Licensed Restaurants.*

1. Every licensee of a restaurant shall cause a copy of these regulations in English and Tamil and the licence to be framed and hung in a prominent place in the licensed premises. He shall keep on the premises a list of the names and addresses of all employees so as to be at all times available for inspection.
2. Every licensee of a restaurant shall cause the walls of every room forming part of such premises to be limewashed twice a year in the months of June and December. He shall cause the ceiling to be limewashed four times a year in the months of March, June, September, and December, the woodwork to be limewashed or, if oil painted, to be washed with hot water and soap at least twice a year in June and December, and at such other times as may be ordered by the Chairman in writing.
3. Every licensee of a restaurant shall cause every part of the premises, the surroundings, drains, furniture, utensils, and equipment used in the preparation, sale, or consumption of food or drink, to be kept in good repair, clean, and wholesome, and free from effluvia arising from any drain, latrine, cesspit, or other nuisance on the licensed premises.
4. Every licensee of a restaurant shall cause the counter or other place from which tea, coffee, or milk is served to be covered with zinc or other impervious material.
5. Every licensee of a restaurant shall cause all utensils used in the preparation, sale, or consumption of food or drink to be washed with soap and water at such frequent intervals as may be necessary to keep them in a clean and sanitary condition, being in any case not less than once in twenty-four hours.
6. Every licensee of a restaurant shall cause every utensil or receptacle after use by a customer to be washed before being used by any other customer.
7. Every licensee of a restaurant shall cause a sanitary dust bin and at least two spittoons always to be kept at such premises. He shall keep the spittoons so as to be readily accessible to those employed in or consuming food or drink on the premises.
8. Every licensee of a restaurant shall cause all trade and domestic refuse to be immediately placed in an impervious covered receptacle and removed from the premises daily. He shall not permit any waste tea, coffee, or milk, or remnants of food, or cooking waste to be thrown on the ground, but shall cause the same to be collected in a proper receptacle made of zinc or galvanized iron and to be removed daily. He shall keep such receptacle always covered except when refuse is being actually placed in it.
9. Every licensee of a restaurant shall cause the premises to be kept free from rats. He shall cause all rat holes to be filled up with broken glass and plastered with cement as soon as found.
10. No licensee of a restaurant shall allow any person to spit within such premises except into a spittoon provided for the purpose. He shall not allow any person suffering or who has recently suffered from any infectious, contagious, or loathsome disease, or has been recently in attendance on any person suffering from such disease, to enter such premises or take part in the preparation or sale of food or drink.
11. Every licensee of a restaurant shall provide an ample supply of potable water.
12. Every licensee of a restaurant shall cause all food stored or exposed for sale to be kept in such receptacles as shall prevent its exposure to contamination by flies, dust, and vermin. He shall at all times keep such receptacles in a clean and wholesome condition.
13. Every licensee of a restaurant shall cause the sugar used in such premises to be kept in glass-stoppered wide-mouthed bottles.
14. No licensee of a restaurant shall sell or offer for sale or expose for sale or keep on any such premises adulterated milk. For the purpose of this rule adulterated milk shall mean milk to which water or any other foreign liquid or substance has been added so as to make such milk unwholesome.
15. No licensee of a restaurant shall allow any person to transport for sale cooked food from or to such premises unless he is in possession of a card of registration signed by the Chairman and by the licensee of a restaurant, and unless such food is carried in a closed vehicle, or a closed basket, tin, or other suitable receptacle. He shall see that every such vehicle, basket, tin, or other receptacle is always kept in a thoroughly clean and wholesome condition.
16. The Chairman shall on application issue to every licensee of a restaurant cards of registration to be used by every person employed by such licensee in transporting cooked food.

HOTELS.

I.—*Conditions of Issue of Licence.*

No person shall be entitled to a license to keep an hotel unless the premises to be licensed comply with the following conditions :—

1. That the premises are substantially built and in good repair and that every room is well ventilated and well lighted and provided with windows capable of being opened, the area of which when open is not less than one-fifteenth of the superficial floor space, and that every room has a minimum superficial area of 120 square feet.
2. That the walls of every room in every part are not less than 10 feet in height and are limewashed.
3. That all the eaves are at least 6 feet from the ground.
4. That the roof is made of some permanent material.
5. That all woodwork is oil painted or limewashed.
6. That the ground floor is cemented throughout.
7. That the premises are provided with adequate drainage.

8. That the premises are provided with sanitary dust bins of sufficient number and size to contain the refuse from the house, and with such bathing and latrine accommodation as is sufficient to meet all sanitary requirements, which latrine accommodation shall consist of at least one separate latrine for every ten persons for whose accommodation the premises are to be licensed.

9. That the premises are provided with a suitable form of water supply, and that the supply of drinking water and the bathing accommodation are so arranged as to preclude the pollution of the drinking water by persons bathing.

10. That the premises have a separate room set apart as a kitchen which has an efficient outlet for smoke.

II.—Regulations for Licensed Hotels.

1. Every licensee of an hotel shall cause a copy of these regulations in English and Tamil and the licence to be framed and hung in a prominent place in the hotel. He shall keep on the premises a list of the names and addresses of all his employees so as to be at all times available for inspection.

2. The Chairman shall cause a plan of the licensed premises to be attached to every licence for an hotel and shall show on such plan the sleeping rooms and the number of persons permitted to sleep in each such room not being more than one person to every 40 square feet of the floor area of such room, provided that two children under 10 years shall be considered to be equivalent to one person.

3. No licensee of an hotel shall permit any person to sleep in the hotel except in one of the rooms specifically set apart as sleeping rooms in a plan of the hotel attached to the licence.

4. No licensee of an hotel shall permit more persons to sleep in any room than the number specified in the plan.

5. Every licensee of an hotel shall keep a register of the name, occupation, native place, and last temporary or permanent residence of each person occupying his premises.

6. Every licensee of an hotel shall cause the windows of each of the sleeping rooms to be kept open to their full width for at least four hours each day, unless prevented by inclement weather.

7. Every licensee of an hotel shall cause the internal walls and ceiling of every room to be limewashed, and the woodwork to be limewashed or, if oil painted, to be washed with hot water and soap four times a year in the months of March, June, September, and December, and at such other times as may be ordered by the Chairman in writing.

8. Every licensee of an hotel shall cause every part of the hotel, its surroundings, drains, furniture, utensils, and equipment to be kept in good repair, clean, and free from effluvia arising from any drain, latrine, cesspit, or other nuisance on the licensed premises.

9. Every licensee of an hotel shall cause every room, passage, stair, verandah, drain, and the land belonging to the premises to be thoroughly swept at least once a day before noon.

10. Every licensee of an hotel shall cause all filth, house refuse, or other offensive matter to be immediately placed in an impervious covered receptacle made of zinc or galvanized iron and to be removed from the premises daily. He shall keep such receptacle always covered except when such filth, house refuse, or other offensive matter is being actually placed in such receptacle.

11. Every licensee of an hotel shall cause all cooked food to be kept in such manner as to be inaccessible to flies and other insects.

12. No licensee of an hotel shall admit to his premises any person suffering from any infectious, contagious, or loathsome disease.

13. If any person in an hotel becomes ill from any infectious or contagious disease, the licensee of such hotel shall forthwith give notice of the fact to the Sanitary Inspector in whose division the hotel is situated or to the Chairman, and the licensee of such hotel shall cause the house to be vacated, if so required by the Chairman, and shall allow the bedding, clothing, and other articles used by the infected person to be disinfected, or if necessary to be destroyed, and the house to be fumigated, disinfected, and limewashed at the public expense in such manner as the Chairman may direct.

14. No licensee of an hotel where a case of an infectious or contagious disease has occurred shall receive any customer until the premises shall have been inspected and certified by the Chairman as free from infection.

15. No licensee of an hotel shall allow cattle, goats, or fowls to be kept within the building.

16. Every licensee of an hotel shall cause the premises to be kept free from rats: He shall cause all rat holes to be filled up with broken glass and plastered with cement as soon as found.

DAIRIES.

I.—Conditions of Issue of Licence.

No person shall be entitled to a licence to keep a dairy unless the premises to be licensed comply with the following conditions:—

1. (a) That the premises are in good repair and well ventilated and well lighted.

(b) That the walls and roof of the buildings of the dairy are made of some permanent material.

(c) That the woodwork is oil painted or limewashed.

(d) That the floor is cemented or paved with some hard and impermeable material.

(e) That the premises are provided with adequate drainage.

(f) That there is a sufficient supply of pure water protected from pollution at a convenient distance for the use of the dairy.

2. (a) That every building or shed intended for the accommodation of cattle is built of brick, stone, or cabook; and that the walls and pillars are limewashed and plastered with cement to a height of 4 feet from the ground; that the roof is of permanent material; that the floor is paved with brick or stone rendered in cement, cement concrete, or asphalt; that similarly constructed drains are provided so as to convey the urine washings and rain water into one or more covered receptacles.

(b) (i.) That the milkroom is in a suitable position and at a distance of not less than 25 feet from the cow sheds and other buildings.

(ii.) That the floor of the milkroom is cemented with rounded corners at its junction with the walls; that the walls of the milkroom are not less than 7 feet in height and are built of brick, stone, or cabook with the inside thereof lime-plastered and limewashed; that at least two opposite walls of the milkroom abut on the open air; that the roofs are ceiled with grooved boards to prevent the ingress of dust, and that they are oil painted; that all the eaves are at least 6 feet from the ground; that there is at least one window and one door, and that the area of the window space is not less than one-fifteenth of the superficial floor space, and that the window space is covered with fly-proof netting, that the door is opposite the window, is close fitting and fitted with fly-proof netting.

3. (a) That the milkroom is provided with a table covered with marble, slate, zinc, or other approved impermeable substance.

(b) That it is provided with a sanitary dust bin.

- (c) That it is at least 100 feet distant from any latrine, cesspit, manure heap, or open sewer.
- (d) That there is no cesspit, latrine, or ashpit within or directly communicating with the milkroom.
4. That the number of cows for which each dairy is to be licensed is stated in the application for licence, and that such number is proportionate to the size of the cattle shed, allowing for each cow a floor space of 8 feet by 5 feet and a minimum air space of 400 cubic feet.

II.—Regulations for Licensed Dairies and for Sale of Milk.

1. Every licensee of a dairy shall keep affixed in a conspicuous position on the outside of his premises a board with his name and the words "Licensed Dairy" legibly painted thereon in the English and vernacular languages.
2. Every licensee of a dairy shall cause a copy of these regulations in English and Tamil and the licence to be framed and hung in a prominent place in the dairy. He shall also keep a list of the names and addresses of all employees (including the vendors of milk) at all times in the dairy so as to be available for inspection.
3. Every licensee of a dairy shall cause the walls of every room forming part of the dairy to be limewashed twice a year in the months of June and December. He shall cause the woodwork to be washed with hot water and soap at least twice a year in the months of June and December, and at such other times as may be ordered by the Chairman in writing.
4. Every licensee of a dairy shall cause the floors and the top of the milkroom table to be washed at least once every day.
5. Every licensee of a dairy shall cause all utensils, furniture, and other requisites used in or belonging to a dairy to be kept clean.
6. Every licensee of a dairy shall cause every part of the dairy, its surroundings, drains, furniture, utensils, and equipment used for the purposes of the trade to be kept in good repair and clean.
7. Every licensee of a dairy shall cause all vessels sent out containing milk to be thoroughly cleansed and to be properly covered with clean material, and shall take all proper precautions to prevent the milk from being contaminated during transit.
8. Every licensee of a dairy shall cause the vessels used for storing milk to be made of glass, porcelain, glazed earthenware, enamelled iron, galvanized iron, or tin, and shall not permit such vessels to be stored in the cattle shed.
9. Every licensee of a dairy shall cause all dung, refuse, urine, and washings to be removed from the dairy at least once a day and disposed of at a suitable distance from the dairy so that no nuisance is caused thereby.
10. No licensee of a dairy shall keep any animal or bird in a milkroom on any pretext whatsoever.
11. No licensee of a dairy shall allow the milk vessels, butter vessels, churns, separators, or other articles employed in the dairy to be used for any other purpose, and he shall cause them to be thoroughly cleansed at least once daily by washing them with boiling water.
12. (a) No person suffering from or who has recently suffered from any infectious, contagious, or skin disease, or has been recently in attendance on any person suffering from such disease shall enter a dairy or take part in the preparation, sale, or transport of milk.
- (b) No licensee or person in charge or control of a dairy shall employ or allow to enter into the dairy premises any person suffering from or who has recently suffered from any infectious, contagious, or skin disease, or who has been recently in attendance on any person suffering from such disease.
13. Every licensee of a dairy shall use for the purpose of such dairy water—
- (a) From the public water supply alone where such exists. He should in such a case cause pipes to be laid from the nearest main, and the water supply to be obtained therefrom by means of taps within the building.
- (b) Where no public water supply exists, from a suitable source capable of supplying a sufficient quantity of pure water.
14. Every licensee of a dairy obtaining water from any source other than a public water supply shall discontinue such source and obtain water from a public water supply so soon as such a supply is established.
15. No licensee of a dairy shall cause any cow to be milked for the purpose of obtaining milk for sale, unless at the time of milking the udder and teats of such cow are thoroughly clean, and unless the hands of the person milking are also thoroughly clean and free from all infection and contamination.
16. Every licensee of a dairy shall give immediate notice to the Chairman of any case or suspected case of infectious or contagious disease which may occur among the persons working or who have been recently working in the dairy.
17. (a) Every licensee of a dairy shall whenever any animal in his dairy is affected with any contagious or infectious disease forthwith give notice of the fact to the Chairman. He shall in order to prevent infection or contamination forthwith remove or cause to be removed from the proximity of other animals any animal in his dairy which is found or is suspected to be suffering from any infectious or contagious disease.
- (b) On the outbreak of any infectious or contagious disease every licensee of a dairy shall carry out such instructions for the control of the outbreak as the Chairman or other proper authority may from time to time give.
- (c) No licensee of a dairy shall sell or permit to be sold the milk of any animal suffering from tuberculosis, whether of the udder or otherwise, acute mastitis, foot-and-mouth disease, anthrax, actinomycosis of the udder, or shall add such milk or permit it to be added to any milk of other animals which is intended for sale or human consumption.
18. Every licensee of a dairy shall cause all cattle food, except grass and straw, to be stored in a suitable rat proof receptacle.
19. (a) No licensee of a dairy shall allow milk intended for sale to be kept in any other place than the milkroom.
- (b) No licensee of a dairy shall use the milkroom or permit it to be used for any other purpose than that of storing and preparing milk.
20. (a) No licensee of a dairy shall adulterate milk by the addition of water or any other foreign liquid or substance thereto, nor shall he sell, offer, expose, hawk for sale, or deliver milk so adulterated.
- (b) No licensee of a dairy shall sell, offer, expose, hawk for sale, or deliver any milk from which the cream has been removed, unless such milk is contained in a vessel which is clearly, distinctly, and conspicuously labelled "Skimmed Milk" in English, and the equivalent term in Sinhalese and Tamil, and is sold as such.
21. No licensee of a dairy shall sell or supply milk obtained from cows other than those kept in a licensed dairy.
22. The Chairman shall issue annually to the owner of every licensed dairy in respect of each vendor of milk, cards of registration bearing the name and thumb impression of such vendor, and the name of the licensee and registered number of the dairy. No such card of registration shall be issued until a Medical Officer deputed by the Chairman has examined and found such vendor free from any infectious, contagious, or skin disease. Such card of registration shall not be transferable. Should a vendor fail to produce on demand by the Sanitary Inspector, or by any person specially or generally authorized by the Chairman, such card for inspection he shall be guilty of an offence.
23. The Chairman, the Medical Officer of Health, the Sanitary Inspector, or any other officer generally or specially authorized by the Chairman, shall on payment of the value thereof be at all times entitled to take a sample of milk for analysis from any licensed dairy or from any person selling, exposing, hawking, or delivering milk, and every licensee of a dairy or registered vendor or other person who refuses to sell such sample for analysis shall be guilty of an offence.

LAUNDRIES.

I.—*Conditions of Issue of Licence.*

No person shall be entitled to a licence for a laundry unless the premises to be licensed comply with the following conditions :—

1. (a) That the premises are in good repair and well ventilated and well lighted, and that every room is provided with windows capable of being opened, the area of which when open shall be not less than one-fifteenth of the superficial floor space.
- (b) That the walls of every room in every part are not less than 7 feet in height, with the inside thereof limeplastered and limewashed.
- (c) That all the eaves are at least 6 feet from the ground.
2. That a separate room is provided for the storage of soiled linen, the floor of which is cemented throughout.
3. That the premises have a sufficient supply of water for all the purposes of the laundry.
4. That where a pipe-borne water supply is available and is used by the laundry-man adequate drainage of the waste water is provided.
5. That the laundry is provided with sufficient latrine accommodation being not less than one-latrine for every ten persons employed therein.

II.—*Regulations for Licensed Laundries.*

1. Every licensee of a laundry shall keep affixed in a conspicuous position on the outside of his premises a board with his name and the words "Licensed Laundry" legibly painted thereon in the English and vernacular languages.
2. Every licensee of a laundry shall cause a copy of these regulations in English and Tamil and the licence to be framed and hung in a prominent place in such laundry. He shall cause a list of the names and addresses of all employees to be at all times kept in the laundry so as to be available for inspection.
3. Every licensee of a laundry shall cause the inside of the soiled linen room to be limewashed four times a year in the months of March, June, September, and December.
4. Every licensee of a laundry shall cause every part of the laundry, its surroundings, drains, furniture, utensils, and equipment used for the purposes of the laundry to be kept clean and in good repair.
5. No licensee of a laundry shall allow any person suffering, or who to his knowledge has recently suffered from any infectious, contagious, or loathsome disease, or has been recently in attendance on any person suffering from such disease to enter the laundry or take part in the trade thereof or in the transport of any articles thereto or therefrom.
6. No licensee of a laundry shall take or receive or permit to be taken or received soiled clothes from a house where there is or has recently been a case of infectious or contagious disease, unless the clothes have been disinfected in the manner directed by the Chairman by notification or failing such directions in a suitable manner.
7. On the occurrence of any infectious or contagious disease in his premises the licensee of the laundry shall (1) forthwith cease his trade, (2) notify the Chairman of the occurrence of the disease, (3) retain all clothes in the laundry until the written permission of the Chairman is obtained for the return of the clothes, and (4) not resume his trade until the premises have been declared by the Chairman to be free of infection.
8. No licensee of a laundry shall keep washed linen in any room used as a sleeping room.

AERATED WATER FACTORIES.

I.—*Conditions of Issue of Licence.*

No person shall be entitled to a licence for an aerated water factory unless the premises to be licensed comply with the following conditions :—

1. (a) That the premises are in good repair and well ventilated and well lighted and that every room is provided with windows capable of being opened, the area of which when open shall be not less than one-fifteenth of the superficial floor space.
- (b) That the walls of every room in every part are not less than 7 feet in height and are built of brick, stone, or cabook, with the inside thereof limeplastered and limewashed.
- (c) That all the eaves are at least 6 feet from the ground.
- (d) That the roof is made of some permanent material.
- (e) That all the woodwork is oil painted or limewashed.
- (f) That the floor is cemented throughout.
- (g) That the premises are provided with adequate drainage.
2. That there is at least one room reserved for the manufacture of aerated water.
3. That there is a separate fly-proof room for the storage of syrup, essences, and chemicals used in the manufacture of aerated water.
4. That a separate place is provided for the washing of bottles.
5. That the water used in the factory is obtained from a source adequately protected from contamination. That it is transported to the factory by means which shall insure that no pollution occurs in transit. That it is stored at the factory in properly constructed tanks or reservoirs.
6. That all water used in the manufacture of aerated waters is passed through a suitable filter approved by the Chairman and connected with the plant. Provided that the Chairman shall have the power to exempt from the operation of this rule water derived from an approved public supply.
7. (a) That the aerated water factory is provided with a sanitary dust bin, at least two spittoons and with such latrine accommodation as is sufficient being not less than one latrine for every ten persons employed therein.
- (b) That the aerated water factory is at least 50 feet distant from any latrine, cesspit, cattle shed, manure heap, or open sewer.
- (c) That there is no cesspit, latrine, cattle shed, or ashpit within or directly communicating with the aerated water factory.

II.—*Regulations for Licensed Aerated Water Factories.*

1. Every licensee of an aerated water factory shall keep affixed in a conspicuous position on the outside of his premises a board with his name and the words "Licensed Aerated Water Factory" legibly painted thereon in the English and vernacular languages.
2. Every licensee of an aerated water factory shall cause a copy of these regulations in English and Tamil and the licence to be framed and hung in a prominent place in every aerated water factory. He shall cause a list of the names and addresses of all employees (including the vendors of aerated water) to be at all times kept in the factory and to be available for inspection.

3. Every licensee of an aerated water factory shall cause the walls of every room forming part of the aerated water factory to be limewashed twice a year in June and December. He shall cause the woodwork to be limewashed or, if oil painted, to be washed with hot water and soap at least once every June and December, and at other times when ordered by the Chairman in writing.

4. Every licensee of an aerated water factory shall cause the floor of the factory to be washed at least once every day.

5. Every licensee of an aerated water factory shall cause all bottles used in the factory to be thoroughly cleansed in the following manner :—

There shall be two separate tanks for the cleansing of bottles, one being used for the removal of labels and for the preliminary cleansing, and the other for the final cleansing. Where a pipe-borne water supply is available, the final cleansing shall be in running water.

6. Every licensee of an aerated water factory shall cause every part of the factory, its surroundings, drains, furniture, and utensils, and the equipment used in the making of aerated water to be kept clean and in good repair.

7. No licensee of an aerated water factory shall cause materials or articles other than those used in the manufacture of aerated water to be introduced into the factory.

8. Every licensee of an aerated water factory shall cause all materials used in the factory to be clean, wholesome, and of good quality, and shall cause them to be stored in vermin proof cupboards or shelves.

9. Every licensee of an aerated water factory shall cause every bottle containing aerated water to bear a label setting out the description of the water and the place of manufacture, the name of the person or firm owning the factory and the number assigned to the factory by the Chairman.

10. No licensee of an aerated water factory shall employ any person under twelve years of age to work in such aerated water factory.

11. No person suffering from or who has recently suffered from any infectious, contagious, or skin disease, or has been recently in attendance on any person suffering from such disease shall enter an aerated water factory or take part in the preparation, sale, or transport of aerated water.

12. Every licensee of an aerated water factory shall cause all persons engaged in bottling aerated waters to wear, whilst so engaged, a wire gauze mask over the face and leather gloves on the hands.

13. Every licensee of an aerated water factory shall cause the vessels used for storing syrup, essences, chemicals, &c., to be made of glass, porcelain, glazed earthenware, enamelled iron, galvanized iron, or tin. He shall not use such vessels for any other purpose, and shall keep them in a place set apart for their storage.

14. Every licensee of an aerated water factory shall cause all dung, refuse, urine, and washings from the cattle sheds, latrines, or any part of the factory to be removed at least once a day and to be disposed of, so that no nuisance is caused thereby.

15. No licensee of an aerated water factory shall keep any animal or bird within the licensed premises under any pretext whatsoever.

16. It shall be lawful for the Chairman of the District Council or any Inspector or any person thereto authorized by the Chairman in writing to enter any place used for the manufacture or sale of aerated waters at any time when such place is open, and on payment of the price thereof to take a sample bottle of any kind of aerated water which is there manufactured or kept for sale, and any proprietor or person in charge of such place who shall refuse to permit such sample to be taken shall be guilty of an offence.

ICE FACTORIES.

I.—Conditions of Issue of Licence.

No person shall be entitled to a licence for an ice factory unless the premises to be licensed comply with the following conditions :—

1. (a) That the premises are in good repair and well ventilated and well lighted, and that every room is provided with windows capable of being opened, the area of which when open shall be not less than one-fifteenth of the superficial floor space.

(b) That the walls of every room in every part are not less than 7 feet in height, and are built of brick, stone, or cabook, with the inside thereof limeplastered and limewashed.

(c) That all the eaves are at least 6 feet from the ground.

(d) That the roof is made of some permanent material.

(e) That all the woodwork is oil painted or limewashed.

(f) That the floor is cemented throughout.

(g) That the premises are provided with adequate drainage.

(h) That one room in such factory is exclusively reserved for the manufacture of ice.

(i) That the premises are supplied with an adequate supply of water obtained from a source protected from contamination and also with adequate means of transport so as to insure complete freedom from contamination or pollution in transit and with properly constructed tanks or reservoirs.

(j) That the factory is provided with a sanitary dust bin, at least two spittoons and with sufficient latrine accommodation.

(k) That the factory is at least 50 feet distant from any latrine, cesspit, cattle shed, manure heap, or open sewer.

(l) That there is no cesspit, latrine, cattle shed, or ashpit within or directly communicating with the factory.

2. That a special room or place for storage of fuel is provided and so situated that fuel can be carried to it, or from it to the furnace, without passing through any of the rooms of the factory in which ice is made, stored, or placed for delivery.

3. That all the water used in the manufacture of ice is passed through a suitable filter approved by the Chairman and connected with the plant. Provided that the Chairman shall have the power to exempt from the operation of this rule water derived from an approved public supply.

II.—Regulations for Licensed Ice Factories.

1. Every licensee of an ice factory shall keep affixed in a conspicuous position on the outside of his premises a board with his name and the words "Licensed Ice Factory" legibly painted thereon in the English and vernacular languages.

2. Every licensee of an ice factory shall cause a copy of these regulations in English and Tamil and the licence to be framed and hung in a prominent place in every ice factory; and he shall cause a list of the names and addresses of all employees to be at all times kept in the factory so as to be available for inspection.

3. Every licensee of an ice factory shall cause the walls of every room forming part of the factory to be limewashed twice a year in June and December. He shall cause the woodwork to be limewashed or, if oil painted, to be washed with hot water and soap at least once every June and December, and at other times when ordered by the Chairman in writing.

4. Every licensee of an ice factory shall cause the floor of the factory to be washed at least once every day.
5. Every licensee of an ice factory shall cause every part of the factory, its surroundings, drains, furniture, utensils, and equipment used in the making of ice to be kept clean and in good repair.
6. No licensee of an ice factory shall introduce into the factory materials or articles other than those used in the manufacture of ice.
7. No licensee of an ice factory shall employ any person under twelve years of age in the factory.
8. No person suffering from or who has recently suffered from any infectious, contagious, or skin disease, or has been recently in attendance on any person suffering from such disease shall enter the factory or take part in the preparation, handling, sale, or transport of ice.
9. Every licensee of an ice factory shall cause all dung, refuse, urine, and washings from the cattle sheds, latrine, or any part of the factory to be removed at least once a day and disposed of so that no nuisance is caused thereby.
10. No licensee of an ice factory shall keep any animal or bird within the factory on any pretext whatsoever.
11. It shall be lawful for the Chairman of the District Council or any Sanitary Inspector or any person thereto authorized by the Chairman in writing to enter any ice factory at any time when such factory is open, and to take samples of water used for the manufacture of ice or samples of water derived from ice there manufactured, and any proprietor or person in charge of such factory who shall refuse to permit such samples to be taken shall be guilty of an offence. If such sample is found to be unfit for human consumption the proprietor or manager of the factory from which such sample was taken shall be guilty of an offence.

PUBLIC BATHING PLACES.

I.—Conditions of Issue of Licence.

No person shall be entitled to a licence to keep a public bathing place unless he shall satisfy the Chairman that the premises to be licensed comply with the following conditions:—

1. That the public bathing place is located in a sufficiently secluded spot or is screened from public view.
2. That a portion of the premises is suitably screened off for the exclusive use of women and children.
3. That the water used is obtained from the public water supply where such exists, or where the public bathing place is served by a well—
 - (a) That the well is provided with a protecting wall at least 2 feet high all round, or, if there is no wall, that it is constructed in such a way that none of the water drawn for bathing can find its way back into the well;
 - (b) That the ground immediately surrounding such well is sloped and paved or concreted, so as to allow the water to run into a leadaway drain of a sufficient length to prevent any percolation of dirty water into the well.

II.—Regulations for Public Bathing Places.

1. Every licensee of a public bathing place shall keep affixed in a conspicuous position outside his premises a board with his name and the words "Licensed Public Bathing Place" legibly painted thereon in the English and vernacular languages.
2. Every licensee of a public bathing place shall cause a copy of these regulations in English and Tamil and the licence to be framed and hung in a prominent place in the licensed premises, and he shall cause a list of the names and addresses of all employees to be at all times kept in the licensed premises so as to be available for inspection.
3. (a) If tubs are used in a public bathing place the licensee of such bathing place shall cause them to be cleaned daily and painted twice annually in June and December.
- (b) If cemented cisterns are used he shall cause them to be kept in good repair and cleaned daily.
- (c) If a large tank or bath is used he shall cause the water to be frequently changed so that it does not become offensive or unfit for human bathing.
6. Every licensee of a public bathing place shall cause every part of the public bathing place, its surroundings, drains, and equipment to be kept clean and in good repair.
7. No person suffering from or who has recently suffered from any contagious, infectious, or loathsome disease, or has been recently in attendance on any person suffering from such disease, shall bathe, wash in, or in any way use the water of any such public bathing place, unless such water shall be drawn for such person by some healthy person and carried for use to a safe distance from such public bathing place.
8. Whenever a public bathing place is served by a well, no person shall use such well for washing cattle or any other animals, or mats, or any other things, or any clothes, except those worn at the time of bathing, and if such clothes be slapped upon a stone or otherwise beaten this shall be done at such distance from the well that the splash therefrom cannot fall into the well.
9. No person shall commit a nuisance by obeying a call of nature at or near any public bathing place, except in a latrine provided for such purpose.

REPEAL.

The by-laws referred to in the annexed schedule are hereby repealed.

SCHEDULE.

By-laws published in *Gazette* No. 6,788 of April 14, 1916, regarding aerated water factories.
 By-laws published in *Gazette* No. 6,796 of June 2, 1916, regarding bakeries.
 Notification published in *Gazette* No. 6,909 of November 16, 1917, regarding lime and brick kilns.
 By-laws published in *Gazette* No. 6,941 of May 10, 1918, regarding eating-houses, and tea and coffee boutiques.
 By-laws published in *Gazette* No. 6,998 of February 28, 1919, regarding dairies.
 By-laws published in *Gazette* No. 7,141 of November 12, 1920, regarding bakeries, eating-houses, dairies, and aerated water factories.