



THE

CEYLON GOVERNMENT GAZETTE

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Published by Authority.

PART I.—GENERAL.

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

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PROCLAMATIONS BY THE GOVERNOR.

L. D.—B 73/39 L. S./J 185/36
BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

A. CALDECOTT.

KNOW Ye that by virtue of the powers vested in me by section 52 of the Courts Ordinance (Chapter 6), I, Andrew Caldecott, Governor of Ceylon, do by this Proclamation appoint Balapitiya in the district of Galle as a convenient place whereat the District Court established for that district may be holden.

By His Excellency's command,
E. R. SUDBURY,
Secretary to the Governor.

Colombo, June 5, 1939.

GOD SAVE THE KING.

L. D. O. 93/38 L. S./B 40/38
BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

A. CALDECOTT.

WHEREAS by section 1 of the Criminal Procedure Code (Amendment) Ordinance, No. 13 of 1938 (hereinafter referred to as the "first amending Ordinance"), it was provided that that Ordinance shall come into operation on a date to be appointed by the Governor by Proclamation in the *Gazette* :

And whereas by Proclamation published in *Gazette* No. 8,413 of November 18, 1938, the first day of January, 1939, was accordingly appointed as the date on which the first amending Ordinance shall come into operation :

And whereas by section 5 of the Criminal Procedure (Direct Committals) Transitory Provisions Ordinance, No. 56 of 1938, (hereinafter referred to as the "second amending Ordinance"), it was provided that notwithstanding anything in section 1 of the first amending Ordinance or in any Proclamation published under that section of that Ordinance, sections 20 and 21 of that Ordinance, whereby sections 256 and 257 of the Criminal Procedure Code were respectively amended, shall not come into operation until such date (being a date not earlier than the thirty-first day of July, 1939) as the Governor may appoint by Proclamation published in the *Gazette* :

And whereas the amendments effected by sections 20 and 21 of the first amending Ordinance have been incorporated in sections 256 and 257 respectively of the Criminal Procedure Code (Chapter 16).

And whereas it is expedient to bring the said amendments into operation :

Now know Ye that in pursuance of the powers vested in me by section 5 of the second amending Ordinance, I, Andrew Caldecott, Governor of Ceylon, do by this Proclamation appoint the first day of October, 1939, as the date on which the amendments effected by sections 20 and 21 of the first amending Ordinance shall come into operation.

By His Excellency's command,
E. R. SUDBURY,
Secretary to the Governor.

Colombo, June 3, 1939.

GOD SAVE THE KING.

L. D.—B 2/34 H/Y 5408
BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

A. CALDECOTT.

KNOW Ye that by virtue of the powers vested in me by section 5 (1) of the Cemeteries and Burials Ordinance (Chapter 181), I, Andrew Caldecott, Governor of Ceylon, do by this Proclamation establish from the date hereof

a general cemetery on the land described in Schedule A hereto for the burial or cremation of the dead within the limits specified and defined in Schedule B hereto.

And I do further, under section 5 (3), wholly exempt the general cemetery so established from the operation of sections 10, 15, 16, and 23 of the Ordinance.

By His Excellency's command,
E. R. SUDBURY,
Secretary to the Governor.

Colombo, June 5, 1939.

GOD SAVE THE KING.

SCHEDULE A.

An allotment of land called Jambugodella shown as lot 1 in P. plan A 785 in Borakadawatta village in Dasiya pattuwa, Alutkuru korale north, Colombo District, Western Province.

Bounded on the—

North by Jambugodella claimed by M. Stephen Perera and M. Joseph Perera.

East by lot B 742 in P. plan 10,563.

South by cemetery (lot 1 in P. plan 16,256), and Kahatagahawatta claimed by W. M. Niculas Fernando and others.

West by Kahatagahawatta claimed by R. T. Alponso.

Extent : 2 roods and 5·8 perchés.

SCHEDULE B.

Medamulla, Minuwangoda, Ambagahawatta, Borakadawatta, Ellangala, Wattogodera, Burullapitiya, Pansilgoda, Polwatta, Galooluwa and Wegouwa in Dasiya pattuwa aforesaid :—

Bounded on the—

North by the village limits of Andiambalam Walpola and Nilpanagoda.

East by the village limits of Horampella, Bulugahamulla, Kalawana and Matammana.

South by the village limits of Matammana, Woliya and Pattanduwana.

West by the village limits of Heenatiyana, Kalahugoda, Gamangedara, Kotagedara, and Yatiyana.

L. D.—B 156/34 H/Y 5406
BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

A. CALDECOTT.

KNOW Ye that by virtue of the powers vested in me by section 5 (1) of the Cemeteries and Burials Ordinance (Chapter 181), I, Andrew Caldecott, Governor of Ceylon, do by this Proclamation establish from the date hereof a general cemetery on the land described in Schedule A hereto for the burial or cremation of the dead within the limits specified and defined in Schedule B hereto.

And I do further, under section 5 (3), wholly exempt the general cemetery so established from the operation of sections 10, 15, 16, and 23 of the Ordinance.

By His Excellency's command,
E. R. SUDBURY,
Secretary to the Governor.

Colombo, June 5, 1939.

GOD SAVE THE KING.

SCHEDULE A.

Lot 207K in Final Village Plan No. 164.

An allotment of land called Mahawelikandemukalana, 1 acre 2 roods and 6 perchés in extent, situated in Udugama village in Galboda pattuwa in Galboda korale, in Kegalla District, Province of Sabaragamuwa.

Bounded on the—

North and east by lot 207 in final village plan No. 164.

South by the village limit of Halagiriya.

West by lot 207 in final village plan No. 164.

SCHEDULE B.

Udugama, Natiyapana, Halagiriya, Gondewala, and Mapitiya villages in Galboda pattuwa aforesaid.
Bounded on the—

North by the village limits of Kansalagamuwa, Ambatenna and Hinabowa.

East by the village limits of Kadigomuwa, Miwilike and Kempitiya.

South by the village limit of Ilukgoda.

West by the village limits of Kiriwandeniya, Muwapitiya, Godagandeniya, and Kansalagamuwa.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 299 of 1939.

O 101

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Lieutenant Colonel VINCENT HENRY LUDOVICI ANTHONISZ, E.D., Officer Commanding, Ceylon Medical Corps, to be Honorary Surgeon to the Governor.

By His Excellency's command,

Governor's Office, E. R. SUDBURY,
Colombo, May 30, 1939. Secretary to the Governor.

No. 300 of 1939.

J 124/38

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

Mr. S. F. AMERASINGHE, Assistant at Mannar to the Government Agent, Northern Province, to be, in addition to his own duties, Assistant at Vavuniya to the Government Agent, Northern Province; Deputy Fiscal for the District of Mullaittivu; District Judge, Commissioner of Requests, and Magistrate, Mullaittivu; Master Attendant, Mullaittivu; Assistant Collector of Customs, Mullaittivu; Receiver of Wrecks, Mullaittivu; and Local Authority under the Petroleum Ordinance for the District of Mullaittivu, on June 1, 1939, during the absence of Mr. S. S. NAVARATNAM.

I 60/39

Mr. V. T. PANDITA-GUNAWARDENE, Advocate, to act as Crown Counsel from June 2, 1939, during the absence of Mr. R. R. CROSSETTE-THAMBIAH on leave.

By His Excellency's command,

Chief Secretary's Office, M. M. WEDDERBURN,
Colombo, June 7, 1939. Chief Secretary.

No. 301 of 1939.

D 73/39

L. D.—B 77/39
WHEREAS HIS MAJESTY'S GOVERNMENT in the United Kingdom have recognized the new Government in Spain:

And whereas it has been decided that official recognition should be withdrawn from all consular representations of the late Spanish Republican Government:

It is hereby notified that HIS EXCELLENCY THE GOVERNOR has withdrawn the recognition accorded to Mr. DAVID DOIG as Honorary Vice-Consul of Spain at Colombo.

By His Excellency's command,

Chief Secretary's Office, M. M. WEDDERBURN,
Colombo, June 6, 1939. Chief Secretary.

No. 302 of 1939.

D 11/39

HIS EXCELLENCY THE GOVERNOR has been pleased, with the approval of the Secretary of State for the Colonies, to accord formal recognition to Mr. ICHITARO SHIBATA as Consul of Japan at Colombo.

By His Excellency's command,

Chief Secretary's Office, M. M. WEDDERBURN,
Colombo, June 7, 1939. Chief Secretary.

No. 303 of 1939.

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

J 44/36

Mr. R. R. NALLIAH to be Additional District Judge, Additional Commissioner of Requests, and Additional Magistrate, Jaffna, during the absence of Mr. C. COOMARASWAMY, from June 8 to 11, 1939.

J 5/36

Mr. K. THAMBIAH to be Additional District Judge, Additional Commissioner of Requests, and Additional Magistrate, Batticaloa, during the absence of Mr. N. SINNETAMBY, on June 5 and 6, 1939, or until the resumption of duties by that officer.

J 40/36

Mr. D. RAJARATNAM to be Additional District Judge, Additional Commissioner of Requests, and Additional Magistrate, Trincomalee, during the absence of Mr. J. W. PERERA, from May 7 to 12, 1939.

J 73/36

Mr. R. R. NALLIAH to be Additional Commissioner of Requests and Additional Magistrate, Jaffna and Kayts, and Additional District Judge, Jaffna, during the absence of Mr. E. V. R. SAMERAWICKREME, on June 5, 1939.

By His Excellency's command,

Legal Secretary's Office, J. C. HOWARD,
Colombo, June 5, 1939. Legal Secretary.

No. 304 of 1939.

G 6/36/34

IN pursuance of the powers delegated by HIS EXCELLENCY THE GOVERNOR to me in that behalf, Mr. K. J. WITHAM-WIGNALL has been appointed to be a Justice of the Peace and an Unofficial Magistrate for the judicial district of Colombo with effect from June 6, 1939, *vice* Mr. G. R. BROWN, resigned.

Legal Secretary's Chambers, J. C. HOWARD,
Colombo, June 6, 1939. Legal Secretary.

No. 305 of 1939.

G 11/36/28

IN pursuance of the powers delegated by HIS EXCELLENCY THE GOVERNOR to me in that behalf, Mr. H. T. CAMPBELL has been appointed to be a Justice of the Peace and an Unofficial Magistrate for the judicial district of Nuwara Eliya, with effect from June 9, 1939, during the absence of Mr. H. TONKS from the Island.

Legal Secretary's Chambers, J. C. HOWARD,
Colombo, May 30, 1939. Legal Secretary.

No. 306 of 1939.

G 24/36/4

IN pursuance of the powers delegated by HIS EXCELLENCY THE GOVERNOR to me in that behalf, Mr. W. F. T. RAJAKARUNA has been appointed, under section 120 of the Criminal Procedure Code to be an Inquirer for the Vidane Arachchies divisions of Welitara, Kosgoda, and Uragaha in the Bentota-Walallawiti korale, and Additional Inquirer for Wellaboda pattu, Galle District, during the absence of Mr. K. A. DE S. R. WIJAYASINHA on June 2, 1939.

Legal Secretary's Chambers, J. C. HOWARD,
Colombo, June 2, 1939. Legal Secretary.

No. 307 of 1939.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. EDWIN WILFRED PERERA WEERASINGHE to be a Notary Public throughout Salpiti korale of Colombo District with residence and office at Welikada, and to practise as such in the Sinhalese language.

G. C. S. COREA,

Minister for Labour, Industry and Commerce,
Colombo, June 2, 1939.

No. 308 of 1939.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. THAMBY ABOOBAKKAR SHAHABDEEN to be a Notary Public throughout the judicial division of Gampola, and to practise as such in the English language.

G. C. S. COREA,
Minister for Labour, Industry and Commerce.
Colombo, June 2, 1939.

No. 309 of 1939.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. SEXTUS GEORGE PIERIS to be a Notary Public throughout the judicial division of Kegalla, and to practise as such in the English language.

G. C. S. COREA,
Minister for Labour, Industry and Commerce.
Colombo, June 5, 1939.

GOVERNMENT NOTIFICATIONS.

B 90/32

L. I. C.

THE MINIMUM WAGES (INDIAN LABOUR) ORDINANCE.

Notification No. 236.

BY virtue of the powers vested in me by section 5 (1) and (5) of the Minimum Wages (Indian Labour) Ordinance (Chapter 114), I, Andrew Caldecott, Governor of Ceylon, do by this Notification appoint Mr. N. J. Bannerman of Narangalla estate, Badulla, to be a member of the Estate Wages Board for the area comprising the Province of Uva, exclusive of—

- (1) the area over which the Haputale and Moneragala Estate Wages Board has jurisdiction,
- (2) Gampaha korale,
- (3) those parts of Medapalata and Yatipalata korales in Udukinda division, situated north of the Hal-oya, and
- (4) Ambawela, Glenorchy, and Warwick estates,

in place of Mr. J. A. Gidden who has ceased to be a member of that Board under the provisions of section 5 (3) of the Ordinance.

A. CALDECOTT,
Governor.
Colombo, June 3, 1939.

L. D.—B 80/35

THE CEYLON (STATE COUNCIL) ORDER
IN COUNCIL, 1931.

IT is hereby notified that by virtue of the powers vested in him by article 39 (1) of the Ceylon (State Council) Order in Council, 1931, the Governor has approved the following resolution passed by the State Council on March 29, 1939 :—

“This Council resolves in terms of Article 39 (1) of the Ceylon (State Council) Order in Council, 1931, that rule 24 of the rules prescribed by the Governor under the said Article and published in *Gazette* No. 7,858 of June 5, 1931, be amended in Column II. and in Column III. thereto by the addition, to the respective items relating to the Executive Committee of Local Administration, of the item set out hereunder :—

‘Item to be added in Column II.	Corresponding Item to be added in Column III.
Department of Motor Transport	Commissioner of Motor Transport.”

By His Excellency's command,
E. R. SUDBURY,
Secretary to the Governor.
May 31, 1939.

L. D.—B 80/35

THE CEYLON (STATE COUNCIL) ORDER
IN COUNCIL, 1931.

IT is hereby notified that by virtue of the powers vested in him by Article 32 (2) of the Ceylon (State Council) Order in Council, 1931, the Governor has approved the following resolution passed by the State Council on March 29, 1939 :—

“This Council resolves in terms of Article 32 (2) of the Ceylon (State Council) Order in Council, 1931, that Group III. of the First Schedule to that Order in Council (as amended by rule 23 of the rules made by the Governor under Article 39 (1) of the said Order in Council and published in *Gazette* No. 7,858 of June 5, 1931) be amended by the addition thereto of the following :—

‘Motor Cars and Motor Transport including—
Registration
Licences
Certificates of Competence
Insurance against Third Party Risks
Use of Motor Cars on Highways.’”

By His Excellency's command,
E. R. SUDBURY,
Secretary to the Governor.
May 31, 1939.

L. D.—B 66/39

A 35/37

IT is hereby notified for general information that by virtue of the notice duly given in that behalf on December 8, 1938, to the Government of Siam, the Anglo-Siamese Treaty of Commerce and Navigation, which was signed at Bangkok on November 23, 1937, and of which the text is set out hereunder, has been extended to Ceylon with effect from December 8, 1938.

By His Excellency's command,
Chief Secretary's Office, M. M. WEDDERBURN,
P. O. Box No. 500, Chief Secretary.
Colombo, May 27, 1939.

The Anglo-Siamese Treaty of Commerce and Navigation.

TREATY OF COMMERCE AND NAVIGATION BETWEEN HIS
MAJESTY IN RESPECT OF THE UNITED KINGDOM AND
HIS MAJESTY THE KING OF SIAM, WITH PROTOCOL
AND EXCHANGES OF NOTES.

*Bangkok, November 23, 1937.**[Ratifications exchanged February 19, 1938.]*

His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, and His Majesty the King of Siam, desiring to facilitate and to regulate by means of a revised treaty their mutual relations of trade and commerce,

Have resolved to conclude a Treaty for this purpose, and have appointed as their plenipotentiaries :—

His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India (hereinafter referred to as His Majesty the King and Emperor) :

For Great Britain and Northern Ireland :

Sir Josiah Crosby, K.B.E., C.I.E., His Majesty's Envoy Extraordinary and Minister Plenipotentiary in Siam ;

His Majesty the King of Siam :

Luang Pradist Manudharm (Pridi Banomyong), His Majesty's Minister for Foreign Affairs ;

Who, having communicated their full powers, found in good and due form, have agreed as follows :—

ARTICLE I.

(1) The subjects of each High Contracting Party shall be entitled—

- (a) to enter, travel and reside in, and to leave the territories of the other High Contracting Party so long as they satisfy and observe the conditions and regulations applicable in such territories to the entry, travel, residence and departure of all foreigners ;

(b) on the same terms and subject to the same laws and regulations as subjects or citizens of the most favoured foreign country to carry on in the territories of the other High Contracting Party their commerce, manufacture, industries, professions and occupations, and to trade in all kinds of merchandise of lawful commerce; to employ agents of their choice; and generally to do everything incident to or necessary for trade.

(2)—(a) The subjects of each High Contracting Party shall be permitted in the territories of the other to acquire, inherit, possess, lease and occupy property, movable or immovable, subject, however, to the right of the latter High Contracting Party—

- (i) to make the acquisition or leasing of immovable property in his territory by foreigners subject to such conditions as are or may be established for reasons of national security or other reasons of public policy;
- (ii) to impose such restrictions as he may think fit in regard to the acquisition of vessels flying his national flag or aircraft on his national register and shares in such ships and aircraft.

In all the matters referred to in this sub-paragraph, the subjects of each High Contracting Party shall receive, in the territories of the other, treatment not less favourable than that accorded to the subjects or citizens of any other foreign country.

(b) The subjects of each High Contracting Party shall be permitted in the territories of the other to dispose by sale, exchange, gift, marriage, testament or in any other manner, of property, movable or immovable, lawfully possessed by them on the same conditions as are or may be established with regard to the subjects of the other High Contracting Party.

(c) Further, they shall be permitted to export their property and their goods in general from the territories of the other High Contracting Party, subject to no other conditions or restrictions and to no other or higher duties than those to which the subjects of that High Contracting Party would be liable in similar circumstances.

(3) The subjects of either High Contracting Party resident in the territories of the other shall not be compelled, under any pretext whatsoever, to pay any duties, taxes, imposts, fees which are substantially taxes, exactions, or contributions of any kind whatever, levied on behalf of any authority whatsoever, other or higher than those which are or may be levied upon the subjects of the other High Contracting Party; and they shall enjoy the same treatment and the same protection at the hands of the fiscal authorities and tribunals as the subjects of the other High Contracting Party.

(4) The subjects of either High Contracting Party, wherever resident, shall not be subjected in the territories of the other to any duties, taxes, imposts, fees which are substantially taxes, exactions or contributions of any kind whatever which are not equally levied upon the subjects or citizens of the most favoured foreign country; they shall enjoy the same treatment and the same protection at the hands of the fiscal authorities and tribunals as the subjects or citizens of the most favoured foreign country.

(5) The subjects of each High Contracting Party shall receive, in the territories of the other, the most constant protection and security for their persons and property, and shall enjoy in this respect the same rights and privileges as the subjects of the other High Contracting Party, subject to their compliance with the same laws and regulations. They shall, moreover, be exempt, in the territories of the other High Contracting Party, from all compulsory military service either on land or sea or in the air, in the regular forces or in the national guard or in the militia or in the police; from all forms of compulsory manual labour (except in cases of sudden and unexpected occurrences involving great public danger, or where Siamese law gives the option of performing such labour in lieu of the payment of taxes); and from the performance of all judicial administrative and municipal functions whatever, other than those imposed by the laws relating to juries. They shall also be exempted from all contributions, whether in money or in kind, imposed as an equivalent for such service or the performance of such functions, and from all forced loans, whether in money or in kind, or military contributions. They shall in no case be liable to any military or civil requisitions other or greater than such as may be levied on the subjects of the other High Contracting Party, and shall be accorded due payment therefor, which shall in no case be less than the payment accorded in similar circumstances to the subjects of the other High Contracting Party. Furthermore, in all matters relating to military or civil requisitions, the subjects of each High Contracting Party shall not be accorded in the

territories of the other less favourable treatment than that which is or may be accorded to the subjects or citizens of the most favoured foreign country.

ARTICLE 2.

The dwellings, warehouses, manufactories and shops, and all other property of the subjects of each High Contracting Party in the territories of the other, and all premises appertaining thereto, used for purposes of residence or commerce, shall be respected. Except under the conditions and with the forms prescribed by the laws and regulations for the subjects of the last-mentioned High Contracting Party, no domiciliary visit shall be instituted and no search of any such buildings or premises be carried out, nor shall books, papers or accounts be examined or inspected.

ARTICLE 3.

(1) There shall be reciprocal freedom of commerce and navigation between the territories of the High Contracting Parties.

(2) Subject to the provisions of Articles 1 (1) (a) and 16, the subjects of each High Contracting Party shall have liberty freely to come with or without their ships and cargoes to all places, ports and rivers in the territories of the other, to which subjects of that High Contracting Party are or may be permitted to come, and shall enjoy the same rights, privileges, liberties, favours, immunities and exemptions in matters of foreign commerce and navigation, as are, or may be, enjoyed by subjects of that High Contracting Party.

ARTICLE 4.

The subjects of each High Contracting Party shall, in the territories of the other, have free access to the Courts of Justice for the prosecution and defence of their rights. They shall be at liberty, equally with subjects or citizens of that other High Contracting Party or of the most favoured foreign country, to choose and employ in all causes and proceedings lawyers, advocates, attorneys, agents and representatives to prosecute and defend their rights before such Courts from among the persons entitled to act as such in those territories. There shall be no condition or requirement imposed upon the subjects of either High Contracting Party in connexion with such access to the Courts of Justice in the territories of the other, which do not apply to the subjects or citizens of the other or of the most favoured foreign country.

ARTICLE 5.

(1) Each High Contracting Party undertakes to place no obstacle in the way of the companies of the other High Contracting Party which may desire to carry on in his territories, whether through the establishment of branches or otherwise, any description of business which the companies of any other foreign country are, or may be, permitted to carry on.

(2) The provisions of Article 1 (1) (b), (2) (a) (b) and (c) and (5), Article 2 and Article 4 of the present Treaty, relative to subjects of the High Contracting Parties, shall equally apply to companies of the High Contracting Parties and shall, for this purpose, be read as though the word "companies" were in every case substituted for the word "subjects" in those provisions.

(3) The companies of each High Contracting Party shall in the territories of the other, so far as concerns duties, taxes, imposts, fees which are substantially taxes, exactions or contributions of any description whatever, levied on behalf of any authority whatsoever, enjoy treatment no less favourable than that accorded to the companies of the other High Contracting Party.

(4) The companies of each High Contracting Party shall enjoy in the territories of the other, in every respect and in all matters, treatment fully as favourable as that accorded to the companies of any other foreign country.

ARTICLE 6.

The subjects and companies of each High Contracting Party shall enjoy, in the territories of the other, a perfect equality of treatment with the subjects and companies of the other in all that relates to import, export and transit duties, royalties and payments in respect of concessions, warehousing, Customs facilities, the examination and appraisement of merchandise, and drawbacks.

ARTICLE 7.

(1) All those facilities and privileges which are set out in the International Convention relating to the Simplification of Customs Formalities, signed at Geneva on the 3rd November, 1923, shall in his territories, be accorded by each High Contracting Party to the other with respect to the treatment of commercial travellers and samples.

(2) Any further facilities or privileges accorded in his territories by either High Contracting Party to any other foreign country in respect of commercial travellers or samples shall be extended unconditionally to the other High Contracting Party.

ARTICLE 8.

(1) It is agreed that the customs tariffs applicable to articles produced or manufactured in the territories of either High Contracting Party imported into the territories of the other shall be regulated by the laws of the country of importation.

However, (a) articles produced or manufactured in the territories of either High Contracting Party imported into the territories of the other, from whatever place arriving, shall not be subjected to other or higher duties or charges than those paid on the like articles produced or manufactured in any other foreign country; and

(b) No other or higher duties or charges shall be imposed in the territories of either High Contracting Party on the exportation of any article to the territories of the other than such as are or may be payable on the exportation of the like article to any other foreign country.

(2)—(i) No prohibition or restriction shall be imposed or maintained on the importation into the territories of either High Contracting Party of any article, from whatever place arriving, produced or manufactured in the territories of the other High Contracting Party, which shall not equally extend to the importation of the like articles produced or manufactured in any other foreign country.

(ii) No prohibition or restriction shall be imposed or maintained on the exportation of any article from the territories of either High Contracting Party to the territories of the other which shall not equally extend to the exportation of the like articles to any other foreign country.

(iii) In the event of any form of quantitative limitation being established for the importation or exportation of articles restricted, each of the High Contracting Parties agrees to grant for the importation from or exportation to the territories of the other High Contracting Party an equitable apportionment of the quantity of restricted goods which may be authorised for importation from or exportation to foreign countries.

(iv) Exceptions to the general rule laid down in subparagraphs (2) (i) and (ii) of this Article may be made only in the case of—

- (a) prohibitions or restrictions imposed in the interests of public security;
- (b) prohibitions or restrictions regarding traffic in arms, ammunition and implements of war, or, in exceptional circumstances, all other military supplies;
- (c) prohibitions or restrictions imposed for the protection of public health;
- (d) prohibitions or restrictions imposed for the protection of animals or plants, including protection against disease, degeneration or extinction, as well as measures taken against harmful seeds, plants and animals.

(3) The provisions of the present Treaty relating to prohibitions or restrictions of importation and exportation do not apply to the trade in opium and other substances included now or hereafter within the scope of the International Opium Convention signed at Geneva on the 19th February, 1925, or the International Convention for Limiting the Manufacture and Regulating the Distribution of Narcotic Drugs, signed at Geneva on the 13th July, 1931, it being understood that such trade shall remain subject to the laws and regulations which are or may at any time be in force in the territories of the respective High Contracting Party.

ARTICLE 9.

Internal duties levied within the territories of either High Contracting Party for the benefit of the State or of organs of local or municipal government, on or in connection with goods produced or manufactured in the territories of the other Party, shall not be other or greater than the duties levied in similar circumstances on or in connection with goods of national origin.

ARTICLE 10.

(1) The subjects and companies of either High Contracting Party shall receive equitable treatment in the territories of the other in respect of any measure of disposal, limitation, restriction or expropriation affecting property, rights and interests legally acquired by them and in respect of compensation for any such measure, and shall not, in respect thereof, be treated less favourably than the subjects and companies respectively of the other Party.

(2) Any prohibitions or restrictions, whether by the creation or maintenance of a monopoly or otherwise, which are, or may hereafter be, imposed in the territories of either

High Contracting Party on the importation, purchase and sale of arms and ammunition shall not be so framed or administered as to prevent the subjects and companies of the other High Contracting Party from obtaining adequate supplies of industrial explosives for use in their industries, it being understood that nothing in this paragraph shall preclude either High Contracting Party from enforcing such reasonable regulations as may be required in the interests of public safety or security.

ARTICLE 11.

The subjects and companies of each High Contracting Party shall have, in the territories of the other, the same rights as subjects or companies of that High Contracting Party in regard to patents for inventions, trade marks, trade names, industrial designs and copyright in literary and artistic works, provided they observe the conditions and formalities imposed on subjects of the latter High Contracting Party.

ARTICLE 12.

(1) Each High Contracting Party shall prohibit the importation into, and shall provide measures for the seizure on importation into, his territories of any goods bearing words, devices, descriptions or other indications which state or manifestly suggest that the goods have been manufactured in the territories of the other, if such statement or suggestion be false, and shall, moreover, protect imported products from competition through the short reeling of yarns and the false lapping of piece-goods.

(2) The provisions of this Article do not impose any obligation to seize goods in transit.

ARTICLE 13.

(1) In all that relates to navigation and the treatment of shipping, each High Contracting Party undertakes to treat the companies and vessels of the other not less favourably in any respect either in law or in fact than his own companies and vessels or the companies and vessels of any other foreign country. The provisions of this Article relating to vessels apply also to the passengers and cargoes carried therein.

(2) Each High Contracting Party shall permit the importation or exportation of all merchandise which may be legally imported or exported, and also the carriage of passengers from or to their respective territories, upon the vessels of the other; and such vessels, their cargoes and passengers shall enjoy the same privileges as, and shall not be subjected to any other or higher duties or charges than national vessels and their cargoes and passengers or the vessels of any other foreign country and their cargoes and passengers.

ARTICLE 14.

In all that regards the stationing, loading and unloading of vessels in the ports, docks, quays, harbours and roadsteads of their respective territories, the High Contracting Parties shall reciprocally apply the provisions of the Convention and Statute on the International Régime of Maritime Ports, signed at Geneva on the 9th December, 1923.

ARTICLE 15.

In regard to dues, charges and payments of all kinds and of whatever denomination levied on ships, such as tonnage, sanitary, port, quay, harbour, pilotage, lighthouse and quarantine dues or charges, levied in the name or for the profit of the Government, public functionaries, private individuals, corporations or establishments of any kind, the High Contracting Parties shall reciprocally apply the provisions of the Convention and Statute on the International Régime of Maritime Ports, signed at Geneva on the 9th December, 1923.

ARTICLE 16.

(1) The provisions of this Treaty relating to the mutual concession of national treatment do not apply—

- (a) to the coasting trade of the territories of the High Contracting Parties, or
- (b) to fishing in their territorial and national waters.

(2) Nevertheless, (a) in respect of the coasting trade the subjects and vessels of each High Contracting Party shall enjoy in the territories of the other treatment no less favourable than that accorded to the subjects or citizens or vessels of any other foreign country, and (b) in respect of fisheries, the subjects and vessels of either High Contracting Party, and fish caught by such vessels, shall not be treated less favourably in any respect in the territories and territorial waters of the other Party than the subjects or citizens or vessels of any other foreign country or fish caught by such vessels.

(3) Moreover, in the event of the coasting trade being exclusively reserved in the territories of either High Contracting Party to national vessels, the vessels of the other

Party may, nevertheless, proceed from one port to another in such territories either for the purpose of landing the whole or part of their cargoes or passengers brought from abroad, or of taking on board the whole or part of their cargoes or passengers for a foreign destination. Such vessels shall, moreover, if engaged in trading to or from places not within the limits of the coasting trade so reserved, not be prohibited from the carriage between two ports in the territories of the first High Contracting Party of passengers holding through tickets or merchandise consigned on through Bills of Lading to or from places not within the above-mentioned limits; and while engaged in such carriage, these vessels and their passengers and cargoes shall enjoy the full privileges of this Treaty.

ARTICLE 17.

(1) Any vessel of either High Contracting Party which may be compelled, by stress of weather or by accident, to take shelter in a port of the territories of the other, shall be at liberty to refit therein, to procure all necessary stores and put to sea again, without paying any dues other than such dues as would be payable in a similar case by a national vessel. In case, however, the master of a merchant vessel should be under the necessity of disposing of a part of his merchandise in order to defray his expenses, he shall be bound to conform to the regulations and tariffs of the place to which he may have come.

(2) If any vessel of either High Contracting Party shall run aground or be wrecked upon the coast of the territories of the other, such vessel and all parts thereof and all furniture and appurtenances belonging thereto, and all goods and merchandise saved therefrom, including any which may have been cast into the sea, or the proceeds thereof, if sold, as well as all papers found on board such vessel, shall be given up to the owners of such vessel, goods, merchandise, &c., or to their agents, when claimed by them.

If there are no such owners or agents on the spot, then the vessel, goods, merchandise, &c., referred to shall, in so far as they are the property of a subject or company of the first High Contracting Party, be delivered to the competent Consular Officer of that Party upon being claimed by him within the period fixed by the laws and regulations of the territories of the other High Contracting Party, and such Consular Officer, owners or agents shall pay only the expenses incurred in the preservation of the property, together with the salvage or other expenses which would have been payable in the like case of the wreck or stranding of a national vessel.

(3) However, goods and merchandise saved from the wreck or stranding shall be exempt from the payment of any Customs duties unless cleared for internal consumption, in which case they shall pay the ordinary duties.

(4) In the case of a vessel of one of the High Contracting Parties being driven in by stress of weather, run aground or wrecked in the territories of the other, the competent Consular Officer of the former High Contracting Party shall, if the owner or master or other agent of the owner is not present, or is present and requires it, be authorised to interpose in order to afford the necessary assistance to his fellow-countrymen.

ARTICLE 18.

(1) Each High Contracting Party may appoint Consular Officers of any rank to reside in any towns and ports in the territories of the other, in which such representatives of that High Contracting Party are permitted to reside at the time of the coming into force of this Treaty, or in which such representatives of any other foreign country are or may at any time be permitted to reside. Such Consular Officers shall not, however, enter upon their functions until after they have been approved and recognised in the usual form by the other High Contracting Party.

(2) The Consular Officers of each High Contracting Party shall, subject to reciprocity, enjoy in the territories of the other the same official powers, rights, privileges and exemptions as are, or may be, accorded to similar Officers of the most favoured foreign country.

ARTICLE 19.

In the case of the death of a subject of either High Contracting Party possessing property in the territories of the other and leaving kin but without leaving, in the territories where such property is, any person entitled by the law of his own country to take charge of and administer the estate, the competent Consular Officer of the High Contracting Party to which the deceased subject belongs, shall, upon fulfilment of the necessary formalities, be empowered to take custody of and administer the estate in the manner and under the limitations prescribed by the law of the country in which such estate is situated.

ARTICLE 20.

The provisions of the present Treaty, relative to the treatment accorded to the most favoured foreign country, do not extend—

- (1) to favours which are, or may be granted, in the territories of either High Contracting Party (a) to facilitate frontier traffic with an adjoining country; or (b) in virtue of a Customs Union which has already been, or may hereafter be, concluded with another country;
- (2) to benefits accorded in the territories of either High Contracting Party solely in virtue of an agreement with any other country relating to double taxation; or
- (3) to favours which are, or may be, granted to an adjoining State with regard to the navigation on or use of boundary waterways not navigable from the sea.

ARTICLE 21.

Any dispute that may arise between the High Contracting Parties as to the proper interpretation or application of any of the provisions of the present Treaty shall, at the request of either of them, be referred to the Permanent Court of International Justice, unless in any particular case the High Contracting Parties agree to submit the dispute to some other tribunal or to dispose of it by some other form of procedure.

ARTICLE 22.

The territories of the High Contracting Parties, to which the present Treaty applies, on the part of His Majesty the King of Siam, are Siam, and on the part of His Majesty the King and Emperor, are Great Britain and Northern Ireland, and any territories in respect of which notification of accession is given under Article 24 or notice of extension is given under Article 23. Any reference in the present Treaty to the territories of the High Contracting Parties shall be deemed to relate to those territories of such High Contracting Parties to which the Treaty applies.

ARTICLE 23.

(1) His Majesty the King and Emperor may through his representative at Bangkok give notice of his desire that the present Treaty shall extend to any of his colonies, overseas territories or protectorates, or to any mandated territory in respect of which the mandate is exercised by his Government in the United Kingdom, and the Treaty shall be extended to any territory specified in such notice as from the date thereof.

(2) After the expiry of a period of five years from the coming into force of the present Treaty, either High Contracting Party may, by giving twelve months' notice, terminate the application of the present Treaty to any territory to which it has been extended under the provisions of the preceding paragraph.

ARTICLE 24.

(1) The High Contracting Parties agree that His Majesty the King and Emperor may by notification given through the diplomatic channel accede to the present Treaty in respect of any Member of the British Commonwealth of Nations whose Government may desire that such accession should be effected. Any such accession shall take effect as from the date of notification thereof.

(2) After the expiry of a period of five years from the coming into force of the present Treaty, either High Contracting Party may, by giving twelve months' notice terminate the Treaty as regards any country in respect of which notification of accession has been given under paragraph (1) of this Article.

(3) Any notification made under paragraph (1) of this Article may include any dependency or mandated territory administered by the Government of the country in respect of which notification of accession is given; and any notice given under paragraph (2) of this Article shall be applicable to any such dependency or mandated territory which was included in such notification of accession.

ARTICLE 25.

(1) So long as in any territory referred to in Articles 23 and 24, to which the provisions of the present Treaty are not applicable, either by virtue of accession under Article 24 or by notice of extension under Article 23, goods produced or manufactured in Siam are accorded treatment as favourable as that accorded to goods produced or manufactured in any other foreign country, goods produced or manufactured in such territory shall likewise enjoy in Siam treatment as favourable as that accorded to goods produced or manufactured in any other foreign country.

(2) Goods, the produce or manufacture of Palestine, shall not be debarred from the benefits of this Article by reason only of any special Customs privileges which may be accorded in Palestine to goods the produce or manufacture of any State the territory of which in 1914 was wholly included in Asiatic Turkey or Arabia.

ARTICLE 26.

The present Treaty shall, from the date of its entry into force, be substituted for the General Treaty and the Treaty of Commerce and Navigation signed at London on the 14th July, 1925, and from this date the said Treaties of 1925 and all arrangements and agreements subsidiary thereto concluded or existing between the High Contracting Parties shall cease to be binding.

Provided, however, that the territorial provisions of the Treaty signed at Bangkok on the 10th March, 1909, and of the annexes thereto, together with all treaty provisions in force on the 4th November, 1937, which fix or delimit the boundary between Siam and British possessions or protectorates, shall remain in force.

ARTICLE 27.

(1) The present Treaty shall be ratified and the ratifications shall be exchanged at Bangkok as soon as possible. It shall come into force immediately on the exchange of ratifications and shall thereafter remain in force during a period of 5 years.

(2) In case neither High Contracting Party shall have given notice to the other 12 months before the expiration of the said period of 5 years, of his intention to terminate the Treaty, it shall remain in force until the expiration of 12 months from the date on which notice of such intention is given.

(3) The termination of the present Treaty shall not have the effect of reviving any treaty arrangement or agreement abrogated by this Treaty or by former treaties between the High Contracting Parties.

(4) A notice given under paragraph 2 of this Article shall not affect the operation of the Treaty as between Siam and any country or territory in respect of which notification of accession has been given under Article 24.

In witness whereof the undersigned have signed the present Treaty and have affixed thereto their seals.

Done in duplicate at Bangkok this twenty-third day of November in the nineteen hundred and thirty-seventh year of the Christian Era, corresponding to the twenty-third day of the eighth month in the two thousand four hundred and eightieth year of the Buddhist Era.

(L.S.) J. CROSBY.

(L.S.) LUANG PRADIST MANUDHARM.

(1) "Treaty Series Nos. 7 and 8 (1926)," Cmd. 2642 and 2643.

(2) "Treaty Series No. 19 (1909)," Cd. 4703.

PROTOCOL.

At the moment of proceeding this day to the signature of the Treaty of Commerce and Navigation, the Plenipotentiaries of the two High Contracting Parties have agreed as follows:—

1. It is understood that in the said Treaty, of which the present Protocol shall form an integral part:—

(1) the term "subjects of one (or of the other) High Contracting Party" shall (i) in relation to His Majesty the King of Siam, mean all His Majesty's subjects; and (ii) in relation to His Majesty The King and Emperor, all the subjects of His Majesty and all persons under His Majesty's protection;

(2) the term "vessels of one (or of the other) High Contracting Party" shall (i) in relation to His Majesty the King of Siam, include all ships registered under the laws of Siam; and (ii) in relation to His Majesty The King and Emperor, include all ships registered under the law of any part of the British Commonwealth of Nations, including any territory under the sovereignty, protection, suzerainty or mandate of His Majesty;

(3) the expression "companies" of any country and the expression "companies of one (or of the other) High Contracting Party" mean all limited liability and other companies, partnerships and associations formed for the purpose of commerce, finance, industry, transport or any other business, and duly constituted in accordance with the laws in force in that country or in the territories of that High Contracting Party, as the case may be; and

(4) the term "foreign country" means (i) in relation to His Majesty the King of Siam, a country not being a territory under his sovereignty; and (ii) in relation to His Majesty The King and Emperor, a country not being a territory under his sovereignty protection, suzerainty or mandate.

2. It is understood that in all matters for which national treatment is provided in this Treaty, the subjects, companies and vessels of either High Contracting Party, and goods the produce or manufacture of their territories, shall not be treated by the other less favourably than the subjects or citizens, companies and vessels of any other foreign country, or than goods the produce or manufacture of such country.

3. It is understood that the most-favoured-nation treatment provided for in Article 1 of this Treaty in favour of the subjects of each High Contracting Party is accorded to such subjects whether or not they are resident in the territories of the other High Contracting Party.

4. All the provisions of the present Treaty providing for the grant of the treatment accorded to the most favoured foreign country shall be interpreted as meaning that such treatment shall be accorded simultaneously and unconditionally.

5. It is understood that the term "prohibitions or restrictions imposed for the protection of public health" in Article 8 (2) (iv) (c) includes "prohibitions or restrictions imposed on the importation, exportation, or sale of alcohol or alcoholic beverages."

6. It is understood that the provisions of Article 9 shall not be deemed to preclude either of the High Contracting Parties from charging differing rates of licence fees for the sale of imported spirituous liquors and of spirituous liquors manufactured by or under licence from the State.

7. It is understood that the Treaty of Extradition signed at Bangkok on the 4th March, 1911, and the Arbitration Convention signed at London on the 25th November, 1925, are not included in the term "all arrangements and agreements subsidiary thereto" in Article 26.

8. It is understood that the stipulations contained in this Treaty do not in any way affect, supersede or modify any of the laws and regulations with regard to naturalisation, immigration and public order which are in force or which may be enacted in the territories of either High Contracting Party, provided they do not constitute measures of discrimination particularly directed against the subjects of the other Party.

In witness whereof the undersigned Plenipotentiaries have hereto signed their names and affixed their seals, this twenty-third day of November in the nineteen hundred and thirty-seventh year of the Christian Era, corresponding to the twenty-third day of the eighth month in the two thousand four hundred and eightieth year of the Buddhist Era.

(L.S.) J. CROSBY.

(L.S.) LUANG PRADIST MANUDHARM.

EXCHANGES OF NOTES.

No. 1.

Sir J. Crosby to Luang Pradist Manudharm.

British Legation,

Bangkok, November 23, 1937.

M. le Ministre,

WITH reference to Article 10 of the Treaty of Commerce and Navigation between the United Kingdom and Siam, signed this day, I have the honour to place on record the agreement reached between the Government of the United Kingdom and the Siamese Government, as follows:—

1. In the event of the establishment of a monopoly for the importation, production or sale of a particular commodity for the profit either of the Government or of a private individual or organisation, the Government of the United Kingdom agree that in respect of the foreign purchases of such monopoly the commerce of Siam shall receive fair and equitable treatment. To this end it is agreed that in making its foreign purchases of any product such monopoly will be influenced solely by those considerations, such as price, quality, marketability and terms of sale, which would ordinarily be taken into account by a private commercial enterprise interested solely in purchasing such product on the most favourable terms.

2. In the event of the Government of the United Kingdom intending to establish any monopoly, due notice thereof will be given to the Siamese Government.

I avail, &c.

J. CROSBY,

His Majesty's Minister.

No. 2.

*Luang Pradist Manudharm to Sir J. Crosby.**Ministry for Foreign Affairs,
Bangkok, November 23, 1937.*

M. le Ministre,

WITH reference to Article 10 of the Treaty of Commerce and Navigation between Siam and the United Kingdom, signed this day, I have the honour to place on record the agreement reached between the Siamese Government and the Government of the United Kingdom, as follows :—

1. In the event of the establishment of a monopoly for the importation, production or sale of a particular commodity for the profit either of the Government or of a private individual or organisation, the Siamese Government agree that in respect of the foreign purchases of such monopoly the commerce of the United Kingdom shall receive fair and equitable treatment. To this end it is agreed that in making its foreign purchases of any product such monopoly will be influenced solely by those considerations, such as price, quality, marketability and terms of sale, which would ordinarily be taken into account by a private commercial enterprise interested solely in purchasing such product on the most favourable terms.

2. In the event of the Siamese Government intending to establish any monopoly, due notice thereof will be given to the Government of the United Kingdom.

I avail, &c.
LUANG PRADIST MANUDHARM,
Minister for Foreign Affairs.

No. 3.

*Luang Pradist Manudharm to Sir J. Crosby.**Ministry for Foreign Affairs,
Bangkok, November 23, 1937.*

M. le Ministre,

WITH reference to Article 11 of the Treaty of Commerce and Navigation between Siam and the United Kingdom, signed this day, I have the honour to state, for the information of the Government of the United Kingdom, that the Siamese Government will promulgate and put into operation laws for the protection of inventions and of industrial designs within a period of two years from the coming into force of the said treaty.

I avail, &c.
LUANG PRADIST MANUDHARM,
Minister for Foreign Affairs.

No. 4.

*Sir J. Crosby to Luang Pradist Manudharm.**British Legation,
Bangkok, November 23, 1937.*

Your Excellency,

I HAVE the honour to acknowledge the receipt of your note of the 23rd November and to inform your Excellency that I have taken note of the undertaking contained therein to promulgate and put into operation in Siam laws for the protection of inventions and industrial designs.

I avail, &c.
J. CROSBY,
His Majesty's Minister.

No. 5.

*Sir J. Crosby to Luang Pradist Manudharm.**British Legation,**Bangkok, November 23, 1937.*

I HAVE the honour, upon instructions from His Majesty's Principal Secretary of State for Foreign Affairs, to propose that an engagement in the terms of Article 4 of the Treaty between the United Kingdom and Siam for the Revision of their Mutual Treaty Arrangements, signed at London on the 14th July, 1925,⁽¹⁾ be continued in force, as follows :—

“The vessels of war of the high contracting parties may enter, remain and make repairs in those ports and places of the other to which the vessels of war of other nations are accorded access; they shall there submit to the same regulations and enjoy the same honours, advantages, privileges and exemptions as are now or may hereafter be conceded to the vessels of war of any other nation.”

2. I have the honour further to propose that the present note and your Excellency's reply thereto in similar terms shall be regarded as placing on record the agreement arrived at in regard to this matter.

I avail, &c.
J. CROSBY,
His Majesty's Minister.

⁽¹⁾ “Treaty Series No. 7 (1926),” Cmd. 2642.

No. 6.

*Luang Pradist Manudharm to Sir J. Crosby.**Ministry for Foreign Affairs,
Bangkok, November 23, 1937.*

M. le Ministre,

IN reply to your note of to-day's date, I have the honour to accept the proposal therein contained, that an engagement in the terms of Article 4 of the Treaty between Siam and the United Kingdom for the Revision of their Mutual Treaty Arrangements, signed at London on the 14th July, 1925, be continued in force, as follows :—

“The vessels of war of the high contracting parties may enter, remain, and make repairs in those ports and places of the other to which the vessels of war of other nations are accorded access; they shall there submit to the same regulations and enjoy the same honours, advantages, privileges and exemptions as are now or may hereafter be conceded to the vessels of war of any other nation.”

2. I have the honour also to accept your proposal that your note and the present note in reply thereto shall be regarded as placing on record the agreement arrived at in regard to this matter.

I avail, &c.
LUANG PRADIST MANUDHARM,
Minister for Foreign Affairs.

No. 7.

*Sir J. Crosby to Luang Pradist Manudharm.**British Legation,
Bangkok, November 23, 1937.*

M. le Ministre,

WITH reference to Article 26 of the Treaty of Commerce and Navigation between the United Kingdom and Siam, signed this day, and following upon the abrogation of the Agreement on the Registration of British Subjects in Siam, signed at Bangkok on the 29th November, 1899,⁽¹⁾ as extended in accordance with the note dated the 3rd October, 1910, from His Royal Highness the Minister for Foreign Affairs of Siam, to His Britannic Majesty's Minister at Bangkok, I have the honour, upon instructions from His Majesty's Principal Secretary of State for Foreign Affairs, to propose that an agreement shall be concluded between His Majesty's Government in the United Kingdom on the one hand and the Royal Siamese Government on the other hand for the exemption from compulsory service in the Siamese regular forces, the national guard, the militia or the police of persons born in Siam prior to the coming into force of the present Treaty, whose fathers were at the time either British subjects or persons under the protection of His Majesty The King and Emperor, themselves born out of Siam.

2. Should this proposal be acceptable to the Royal Siamese Government, I have the honour further to propose that this note and your Excellency's reply to the above effect shall be regarded as constituting and placing upon record the agreement reached between the two Governments in this matter.

I avail, &c.
J. CROSBY,
His Majesty's Minister.

⁽¹⁾ “Treaty Series No. 16 (1900),” Cd. 258.

No. 8.

*Luang Pradist Manudharm to Sir J. Crosby.**Ministry for Foreign Affairs,**Bangkok, November 23, 1937.*

I HAVE the honour to acknowledge the receipt of your note of to-day's date reading as follows :—

“With reference to Article 26 of the Treaty of Commerce and Navigation between the United Kingdom and Siam, signed this day, and following upon the abrogation of the Agreement on the Registration of British Subjects in Siam, signed at Bangkok on the 29th November, 1899, as extended in accordance with the note dated the 3rd October, 1910, from His Royal Highness the Minister for Foreign Affairs of Siam to His Britannic Majesty's Minister at Bangkok, I have the honour, upon instructions from His Majesty's Principal Secretary of State for Foreign Affairs, to propose that an agreement shall be concluded between His Majesty's Government in the United Kingdom on the one hand and the Royal Siamese Government on the other hand for the exemption from compulsory service in the Siamese regular forces, the national guard, the militia or the police of persons born in Siam prior to the coming into force of the present Treaty, whose fathers were at the time British subjects or persons under the protection of His Majesty The King and Emperor, themselves born out of Siam.”

" 2. Should this proposal be acceptable to the Royal Siamese Government, I have the honour further to propose that this note and your Excellency's reply to the above effect shall be regarded as constituting and placing upon record the agreement reached between the two Governments in this matter."

In reply I have the honour to inform you that the Royal Siamese Government agree to the above proposals.

This note and your note under reference shall be regarded as constituting and placing on record the agreement reached in this matter.

I avail, &c.

LUANG PRADIST MANUDHARM,
Minister for Foreign Affairs.

No. 9.

Luang Pradist Manudharm to Sir J. Crosby.

M. le Ministre,

*Ministry for Foreign Affairs,
Bangkok, November 23, 1937.*

WITH reference to Article 1 (2) (a) of the Treaty of Commerce and Navigation between Siam and the United Kingdom, signed this day, I have the honour to inform your Excellency that so long as the said Treaty remains in force, British subjects and protected persons and companies registered in the territories to which the Treaty applies will be permitted to acquire in Siam immovable property for residential, commercial, industrial, religious and charitable purposes, as well as for use as cemeteries, but the acquisition of lands of the public domain will be reserved for subjects of Siam. In any event, however, rights of any description in any lands which have been, or may be, legally acquired by British subjects and protected persons or by companies registered in the territories to which the Treaty applies will be respected. In the event of any such rights being expropriated, due indemnity will be paid.

I avail, &c.

LUANG PRADIST MANUDHARM,
Minister for Foreign Affairs.

No. 10.

Sir J. Crosby to Luang Pradist Manudharm.

British Legation,

M. le Ministre,
Bangkok, November 23, 1937.

I HAVE the honour to acknowledge the receipt of your Note of to-day's date, which reads as follows:—

" With reference to Article 1 (2) (a) of the Treaty of Commerce and Navigation between Siam and the United Kingdom, signed this day, I have the honour to inform your Excellency that so long as the said Treaty remains in force, British subjects and protected persons and companies registered in the territories to which the Treaty applies will be permitted to acquire in Siam immovable property for residential, commercial, industrial, religious and charitable purposes, as well as for use as cemeteries, but the acquisition of lands of the public domain will be reserved for subjects of Siam. In any event, however, rights of any description in any lands which have been, or may be, legally acquired by British subjects and protected persons or by companies registered in the territories to which the Treaty applies will be respected. In the event of any such rights being expropriated, due indemnity will be paid."

2. His Majesty's Government in the United Kingdom have taken due note of the statements contained therein.

I avail, &c.

J. CROSBY,
His Majesty's Minister.

No. 11.

Luang Pradist Manudharm to Sir J. Crosby.

*Ministry for Foreign Affairs,
Bangkok, November 23, 1937.*

M. le Ministre,

WITH reference to the Treaty of Commerce and Navigation between Siam and the United Kingdom, signed this day, I have the honour to inform your Excellency that in the event of the establishment in Siam of—

- (a) prohibitions or restrictions upon articles which, as regards production or trade, are, or may hereafter be, subject within the country to a monopoly exercised by or under the control of the State, or
- (b) prohibitions or restrictions with regard to articles similar to those domestic articles whose internal production, sale or transport is forbidden or similarly restricted by the national law,

the Siamese Government will in these cases interpret the provisions of Article 8 (2) (i) and (ii) as meaning that the United Kingdom and the other territories to which the said Treaty applies will be accorded the same treatment as that accorded to any other foreign country, in so far as

the conditions prevailing in the United Kingdom or in the other territories to which the said Treaty applies, respectively, are the same as those which prevail in such foreign countries.

2. I have the honour to request that your Excellency will be so good as to take note of the intentions of the Siamese Government in this respect.

I avail, &c.

LUANG PRADIST MANUDHARM,
Minister for Foreign Affairs.

No. 12.

Sir J. Crosby to Luang Pradist Manudharm.

British Legation,

M. le Ministre,
Bangkok, November 23, 1937.

WITH reference to the Treaty of Commerce and Navigation between the United Kingdom and Siam, signed this day, I have the honour to inform your Excellency that in the event of the establishment in the United Kingdom or in any of the territories to which the said Treaty applies, of—

- (a) prohibitions or restrictions upon articles which, as regards production or trade, are, or may hereafter be subject within the country to a monopoly exercised by or under the control of the State, or
- (b) prohibitions or restrictions with regard to articles similar to those domestic articles whose internal production, sale or transport is forbidden or similarly restricted by the national law,

the Government of the United Kingdom will in these cases interpret the provisions of Article 8 (2) (i) and (ii) as meaning that Siam will be accorded the same treatment as that accorded to any other foreign country, in so far as the conditions prevailing in Siam are the same as those which prevail in such foreign countries.

2. I have the honour to request that your Excellency will be so good as to take note of the intentions of the Government of the United Kingdom in this respect.

I avail, &c.

J. CROSBY,
His Majesty's Minister.

HA 1/39

IT is hereby notified that the under-mentioned gentlemen have passed the Examination prescribed under the Regulations dated January 13, 1932, held on April 24, 1939, and following dates:—

FIRST EXAMINATION.

Table of Marks obtained.

	Law		Accounts		Sinhalese		Tamil	
	Per Cent.	Per Cent.	Per Cent.	Per Cent.	Per Cent.	Per Cent.	Per Cent.	
Mr. A. S. Kohoban Wickreme	.. 44	.. 45	.. —	.. 50				
Mr. C. T. Perera	.. 46	.. 59	.. —	.. 51				

SECOND EXAMINATION.

Table of Marks obtained.

	Law		Accounts		Sinhalese		Tamil	
	Per Cent.	Per Cent.	Per Cent.	Per Cent.	Per Cent.	Per Cent.	Per Cent.	
Mr. V. L. Wirasinha	50	.. 75	.. 68	.. 63				

By His Excellency's command,

Chief Secretary's Office, M. M. WEDDERBURN,
Colombo, June 5, 1939. Chief Secretary.

L. D.—B 88/36

THE LUNACY ORDINANCE.

IT is hereby notified for general information that His Excellency the Governor has been pleased, in pursuance of the provisions of the Lunacy Ordinance (Chapter 177)—

- (a) to rescind the Notification published in *Gazette* No. 4,184 of July 27, 1877, in so far as it relates to the appointment of the building adjoining the Government Civil Hospital at Batticaloa, to be a place for the reception of alleged lunatics on remand for further observation; and
- (b) To appoint the Fiscal's Lock-up at the Railway station approach road at Batticaloa, to be a place for the reception of persons remanded or ordered to be kept in custody under the provisions of section 3 or section 4 of the Ordinance.

By His Excellency's command,

Legal Secretary's Chambers, J. C. HOWARD,
Colombo, June 3, 1939. Legal Secretary.

A. G.—E 410/38

E. C.—L.—A 48

ARRACK RENT SALE CONDITIONS FOR 1939-40 AND SUBSEQUENT PERIODS.

THE Governor has, under section 18 of the Excise Ordinance, directed that the grant of the exclusive privilege of selling arrack by retail within any local area, during the period from October 1, 1939, to September 30, 1940, and subsequent periods shall until further orders be subject—

- (1) to the General Conditions for the time being in force and applicable to all Excise licences ; and
- (2) to the special conditions set out hereunder.

The Ministry of Home Affairs,
Colombo, May 31, 1939.

D. B. JAYATILAKA,
Minister for Home Affairs.

SPECIAL CONDITIONS.

1. *Granting of Exclusive Privilege, subject to Sale by Holder of Foreign Liquor Licence (see also condition 23).—*
The privilege will be exclusive, subject to the right of any holder of a foreign liquor licence in the same area, to whom the Excise Commissioner may have given special permission in that behalf, to sell on his licensed premises arrack bought exclusively from the grantee of the privilege, in bulk or in sealed bottles, as the case may be.
2. (1) *Period of Privilege.—*
The privilege will be granted for the period from October 1 of any one year to September 30, of the next succeeding year on application by way of tender in the form, or by auction in the manner prescribed in these conditions.
(2) *Areas for which Privilege granted.—*
The privilege may be granted for the local area of an individual tavern, or for the respective local areas of each tavern in a group of taverns, as the Government Agent may decide.
3. *Tender Form.—*
Every tender shall be made in the form set out hereunder. Forms may be obtained from the offices indicated in the sale notice.
4. *Tender Deposit.—*
(1) The Government Agent may, if he considers it necessary, require the deposit of a sum not exceeding Rupees One thousand (Rs. 1,000) by the tenderer in respect of each tender.
(2) Every tender shall be accompanied by a Treasury or Kachcheri receipt, acknowledging the deposit of the sum required by the Government Agent under the foregoing paragraph of this condition, and the number and date of the receipt shall be entered on the face of the tender form.
5. *Prohibition of Tenders by Agents or of more than one Tender by any Person.—*
(1) Every tender or bid shall be made by the tenderer or bidder in his own name. No tender or bid, made through an agent, will be accepted.
(2) No person shall send in more than one tender for any one tavern, or group of taverns.
6. *Disqualifications against Acceptance of Tenders ; Acceptance under Ignorance null and void.—*
(1) No tender will be accepted from any person—
(a) whose name appears on the list of defaulting contractors, or on the list of defaulters in respect of any kind of Excise licences or of toll rents, or on the list of persons precluded for other reasons from having any concern in any Government rent or contract ; or
(b) whose name is on the Excise register of offenders ; or
(c) who is a registered criminal within the meaning of the Prevention of Crimes Ordinance, or who has been convicted of any grave crime or of any Excise offence ; or
(d) who at any time held a licence which has been cancelled under section 26 of the Excise Ordinance, or
(e) who holds a contract with Government for the bottling of arrack.
(2) If any tender of any such person has been accepted in ignorance of the existence of any such disqualification, the Government Agent may in his sole discretion cancel the acceptance within a period of 30 days from the date of such acceptance, and shall communicate his order of cancellation to the grantee. On the making of any such order of cancellation, the original acceptance shall become null and void.
No such order of cancellation shall however be made in pursuance of this condition after the commencement of the period of the privilege.
7. *Delivery of Tenders.—*
(1) Every tender shall be placed in a sealed envelope on the top left hand corner of which shall be clearly marked the name of the tavern in respect of which the tender is made and its number on the list of sanctioned taverns, or the designation of the group of taverns in respect of which the tender is made as given in the notice calling for tenders, as the case may be.
(2) Every sealed envelope containing a tender shall—
(a) be deposited in the Kachcheri Tender Box ; or
(b) be handed to the Government Agent or to his Assistant ; or
(c) be sent by registered post addressed to the Government Agent so as to reach the Kachcheri, before the time fixed for closing the tenders.
8. (1) *Power of Rejection of Tender.—*
The Government Agent may in his discretion reject any or all of the tenders received ; and in the event of his so rejecting all tenders, he may call for tenders again or put up the privilege either at once or after further notice for sale by auction.
(2) *Restriction of Bidding at Auction.—*
At such auction no person shall be allowed to bid, unless he shall have either—
(a) submitted a tender accompanied by the Treasury or Kachcheri receipt prescribed in condition 4, whether such tender be for the particular privilege to be auctioned or for any other privilege ; or
(b) produced the receipt prescribed in condition 4, notwithstanding his failure to submit a tender for the particular privilege to be auctioned or for any other privilege.
Provided that no person, who is duly declared the purchaser of any privilege, whether by way of tender or of auction, shall use or be permitted to use the same receipt for the purpose of a tender or a bid for any other privilege, until he has completed in respect of the privilege already granted to him the steps prescribed hereinafter in condition 9 (1) (a).

(3) *Power of Rejection of Bid.*—

The privilege shall be granted to the highest bidder at such auction: Provided that the Government Agent may in his discretion reject any or all of the bids made at such auction.

(4) *Procedure after Rejection of all Bids.*—

In the event of the rejection of all bids as aforesaid, the Government Agent may in his discretion—

- (a) call for further tenders for the privilege for any single tavern or for sub-groups of two or more taverns included in any group of taverns, or for any combination of parts of groups or of whole groups of taverns either at once or after further notice, and accept or reject all or any tenders so received, and thereafter, put up for sale by auction the privilege for any single tavern or sub-groups or combinations as aforesaid for which the further tenders were rejected, either at once or after further notice, and accept or reject all or any bids so received; or
- (b) put up for sale by auction the privilege for any single tavern or for sub-groups of two or more taverns included in any group of taverns, or for any combination of parts of groups or of whole groups of taverns either at once or after further notice, and accept or reject all or any bids so received; or
- (c) grant the privilege for the tavern or group, or any single tavern or sub-group of two or more taverns included in a group or for any combination of parts of groups or of whole groups of taverns to any person, who is approved by the Government Agent, and who agrees to pay by way of rent such amount as the Government Agent may fix.

(5) *Procedure after Rejection of further Bids.*—

In the event of the rejection of the bids received under paragraphs 4 (a) and 4 (b) of this condition, the Government Agent may in his discretion take action under paragraph 4 (c).

9. (1) (a) *Security Deposit.*—

The grantee shall, immediately on being declared to be the purchaser of the privilege, sign these conditions and pay to the Government Agent as a security deposit a sum equivalent to two months' rent payable for that privilege.

(b) *Signing of Bond.*—

The grantee shall also within fourteen days of his being declared to be the purchaser of the privilege enter into a bond with the Government Agent for the full amount for which he has purchased it, and he shall specially hypothecate by such bond the said security deposit.

(c) *Consequences of Breach of Condition of Bond.*—

The said security deposit shall be liable to be confiscated, either in whole or in part, by the Government Agent, at his sole discretion and without any process of law, for breach of any of these conditions or of any of the conditions of the licence or licences referred to in condition 12 (2) below, or for non-payment of any instalment, and such confiscation shall be in addition to any other penalty prescribed by these conditions for such breach or non-payment, and to any other amount which the Crown may have the right to claim and recover by due process of law.

(2) *Banking of Security Deposit.*—

Security money so paid will be deposited in a bank only on the grantee's application and only at his risk and when such deposit is made, no withdrawal will be allowed till the date of maturity.

(3) *Warrant or Power of Attorney to Confess Judgment.*—

If the highest bid or tender under condition 8 exceeds the sum of Rs. 2,000, the grantee shall at the time of the execution of the bond as aforesaid execute, if so required by the Government Agent, a warrant or power of attorney in the form sanctioned by law, to confess judgment in any action which may be instituted against him for the recovery of any moneys due in respect of the privilege, and shall also furnish to the Government Agent within fifteen days of the date of the execution of such warrant or power of attorney a duly certified copy thereof for filing in the District Court under section 32 of the Civil Procedure Code.

(4) *Registered Postal Address.*—

The grantee shall, on signing these conditions, elect and signify under his hand a post office or postal address to which all notices and processes whatever in connection with the privilege may be addressed under registered cover: and all such notices or processes, so addressed to such post office or to such postal address, and posted in due course, shall be deemed to have been duly served and be as effectual for all purposes, as if they had been served upon the grantee in person upon the day on which any such notice or process was so posted.

10. *Failure to complete purchase of Privilege.*—

If any tenderer or bidder, on being declared to be the purchaser of the privilege, declines or fails to sign these conditions of sale, or fails to furnish the security prescribed in condition 9 (1) (a) when called upon to do so, the deposit made under condition 4 will be declared forfeited, and the defaulter will render himself liable to have his name entered in the list of defaulters in respect of all Excise licences. Subject to this exception, the deposits of all tenderers or bidders will be returned after the conditions of sale have been signed and the aforesaid security given by the successful tenderer or bidder.

11. *Grantee to have no Interests in Toddy and Foreign Liquor Sales and in Arrack Estate Canteens.*—

The grantee shall not acquire or hold any share or any interest, whether direct or indirect, (a) in the sale of fermented toddy, or (b) in the purchase of any privilege of selling toddy, or (c) in the sale of foreign liquor, or (d) in the purchase of any privilege of selling foreign liquor, or (e) in any arrack estate canteen, within the local area to which the privilege of selling arrack relates, or (f) in any contract with Government for the bottling of arrack.

12. (1) *Opening of Tavern on due Date, and Approval of Site.*—

- (a) The grantee shall open the tavern or taverns on the day on which the privilege commences to run.
- (b) The Government Agent shall not be bound to find a site for any tavern in the event of the grantee not being able to procure a site.
- (c) The grantee shall not open a tavern on any site otherwise than with the approval of the Government Agent, such approval being obtained from the Government Agent at least fourteen days before the privilege commences to run.

(2) *Obtaining of Licences for sale of Arrack.*—

The grantee shall, not less than five days before the date on which the privilege commences to run, obtain from the Government Agent a licence or licences for the sale by retail of arrack at the tavern or taverns within the local area covered by this privilege.

13. *Taking over of Balance Arrack by Incoming Grantee by Mutual Agreement.*—

The grantee shall take over from the outgoing grantee and pay to him an amount, which may be agreed on, in respect of the cost of—

- (a) the balance of arrack, in bulk and in bottles, remaining in a tavern, after the closing hour of the date of expiry of the privilege of the outgoing grantee, and
- (b) transport, wastage, and other miscellaneous charges.

14. *In default of Agreement, Outgoing Grantee to deliver Balance Arrack at nearest Warehouse.—*

(1) Where the incoming and outgoing grantees cannot agree with regard to the sum to be paid as aforesaid, the outgoing grantee shall forthwith remove the balance of arrack of a strength not below 29 degrees underproof, on a permit, to the nearest Excise Warehouse, and deliver it to the Warehouse Officer in charge thereof, and obtain a receipt.

(2) The outgoing grantee shall present such receipt to the Excise Commissioner, who shall pay to such grantee the value of the arrack as delivered at the rates of duty, cost price, and additional cost price, of bottled arrack, if any, at which such grantee purchased such arrack.

(3) If the sum payable as duty, cost price, and additional cost price, if any, by the incoming grantee at the time the arrack is so taken over by him, is higher than the sum actually paid for the said arrack by the outgoing grantee, the incoming grantee shall, within fourteen days of the commencement of his privilege, pay the difference to the nearest Kachcheri.

15. (1) *Payment of Rent.—*

The grantee shall pay the purchase money or rent to the Government Agent in twelve equal monthly instalments.

(2) *Due Date of Instalment.—*

The first instalment of the rent shall be deemed to be due and payable on the last day of the month preceding the commencement of the privilege, and succeeding instalments shall be deemed to be severally due and payable on the last day of each succeeding month.

(3) *Interest and Penalty.—*

Interest at the rate of 9 per centum per annum shall be payable in respect of all arrears of rent.

The payment of interest shall not be deemed to prejudice or affect the powers which may be exercised by the Government Agent under section 53 of the Ordinance in any case in which the licence issued to the grantee is liable to be cancelled under section 26.

16. *Duty, Cost Price, and Additional Cost Price payable.—*

In addition to the rent the grantee shall pay to the Government Agent in respect of every gallon of arrack (at 27 degrees or not more than 29 degrees underproof) removed from a Government Warehouse the duty, cost price, and additional cost price at the rates set out in Schedule A.

17. (1) *Payments not valid without Kachcheri Receipt.—*

No payment of any sum due by the grantee to the Crown shall be deemed to have been duly made, unless the grantee produces a Kachcheri receipt in respect thereof.

(2) *Money left with Officers not reckoned as Money Paid.—*

No money which, for his own convenience, the grantee may think fit to leave in the hands of any Shroff or any other officer of any Kachcheri shall be deemed to be money paid under this contract.

18. (1) *Purchase of Arrack from Warehouse ; Minimum Quantity.—*

The grantee shall purchase arrack only from the Government Warehouse, specified in Schedule B hereto in respect of the district within which the tavern is situated, and in quantities not less than those prescribed in the said schedule.

(2) *No issue on Sundays and Holidays.—*

No arrack will be issued from a Warehouse on Sundays or Public Holidays without the prior approval of the Superintendent of Excise.

(3) *Issues from Negombo, Badulla and Jaffna Warehouses.—*

Arrack will be issued from the warehouses at Negombo, Badulla, and Jaffna only between the hours of 8.30 A.M. and 12 noon.

(4) *Transport Passes.—*

Where arrack is transported by road from a warehouse to a tavern, the Warehouse Officer will not issue a transport pass available for use at a later hour than 6.30 P.M. on the date of issue.

19. *Grantee to accept such Arrack as is available ; Loose Capsules on Bottles.—*

The grantee shall accept such arrack as is available at the Government Warehouse, whether in bulk or in bottles, and shall test all bottles issued to see whether the capsules are firmly fixed. If the capsules are not firmly fixed, he shall refuse to accept such bottles.

20. *Proportion of Sealed Bottles to Bulk.—*

The grantee shall draw such proportion of each consignment drawn by him, as the Excise Commissioner or his Deputy or Assistant may require, in sealed bottles of each description.

21. *No Compensation for Failure to deliver Full Quantity.—*

The grantee shall have no claim against the Crown for compensation (beyond a proportionate refund of the amount paid) in respect of any failure by the Crown for any reason whatsoever to deliver the quality and quantity of arrack for which the grantee has made payment at the Kachcheri as aforesaid.

22. *Limit of Sale and Transport.—*

The limit of sale by retail with respect to the whole Island and as regards purchasers generally shall be one-third of an imperial gallon, and no arrack in excess of that quantity may be removed at any one time from the tavern by any person without a valid permit or pass.

23. *Exclusive Right to supply Arrack for Sale at Foreign Liquor Premises ; Allocation of such Premises to Grantee.—*

(1) The grantee of every tavern or group of taverns specified in column 1 of Schedule C hereto shall have the exclusive right of supplying for sale in each of the foreign liquor premises specified against such tavern or group in column 2 of that schedule arrack (in bulk only or in sealed bottles only, as the case may be) in quantities not less than those prescribed from time to time by the Excise Commissioner, on payment at rates to be mutually agreed upon between the grantee and the licensee of such foreign liquor premises, but not exceeding the prices fixed for the sale of bottled arrack at the taverns, and not below the minimum price fixed for the sale of bulk arrack at the tavern, and on production of a valid transport pass issued by the Superintendent of Excise in that behalf.

(2) Where the grantee so supplies arrack to any foreign liquor premises, he will, for the protection of his exclusive privilege, have the supervisory rights provided for in the conditions of the special licence to sell arrack issued to such foreign liquor premises.

(3) Special licences to sell arrack in sealed (or unopened) bottles only will be issued by the Excise Commissioner at his discretion only to the Foreign Liquor Retail (Off) Licensees mentioned in Schedule C below, and such licensees shall buy the arrack only from the grantee and only in bottles. Likewise, special licences to sell arrack in bulk only,

will be issued to all licensees other than Foreign Liquor Retail (Off) Licensees mentioned in Schedule C below, and such licensees shall buy the arrack only from the grantee and only in bulk. Such special licences will not be issued without the grantee's consent; such consent may not be withdrawn in the middle of a licence period, but the grantee shall be at liberty to withhold supplies to the licensee, if the grantee so chooses.

24. *Grantee to account for Arrack : Wastage Allowance.—*

The grantee shall account for all arrack purchased by him from time to time. The allowance made on account of wastage will in no circumstances exceed two per centum of the total quantity purchased since the last date of stocktaking.

25. *Grantee responsible for Agent's Acts.—*

The grantee shall be responsible for all acts of his agents and employees in relation to the privilege.

26. *Non-transferability of Privilege.—*

The privilege shall not be transferable otherwise than with the sanction of the Excise Commissioner first had and obtained.

27. (1) (a) *Cancellation of Licence and Privilege for Non-payment of Rent, &c.—*

If any instalment or part of any instalment of the purchase money or rent, or any fee, duty, cost price, additional cost price, composition fee or other sum due to the Crown from the grantee, in respect of the grant or of the licence issued to him, remains unpaid after the date on which it becomes due and payable, the grantee shall be deemed to have committed a breach of these conditions and of the conditions of the licence issued to him, and the Government Agent shall accordingly have power, without further process of law, either (i.) to suspend or cancel the licence or licences issued to the grantee in pursuance of the provisions of section 26 of the Excise Ordinance, or (ii.) to take the licence or grant under management at the risk of the grantee, or to declare the licence or grant forfeited and reissue or resell it at the risk and loss of the grantee in pursuance of the provisions of section 30 of the said Ordinance. This condition does not in any way affect the Government Agent's powers to confiscate the security deposit in pursuance of the provisions of condition 9 above.

(b) *Intimation or Notice of Cancellation, &c.—*

Intimation of any order of suspension or cancellation, under the said section 26, or the statutory notice or order under the said section 30 may be served personally on the grantee, or addressed under registered cover to the post office or postal address elected and signified under condition 9 (4), and duly posted, as the Government Agent thinks fit.

(2) *Regrant of Privilege between Cancellation and Resale.—*

In the event of the cancellation of a licence, the Government Agent shall have power to grant the privilege to any person approved by him for any period intervening between such cancellation and the resale of the privilege, and for this purpose may issue to such approved person a temporary licence upon such terms as he may think fit.

(3) *No Remission of Rent.—*

No remission of the rent payable in respect of the privilege will be granted on any plea of the grantee's having over-estimated the value of any tavern or on any other ground.

(4) *No Compensation for Losses.—*

The grantee shall not have or make any claim to any reduction, or to the remission of any sum due and owing by him to the Crown by reason of any loss alleged to have been sustained by him—

- (a) whether on account of any closing of the tavern or taverns during the passage of troops, or during the encampment of troops in the vicinity of the tavern or taverns, or during the holding of any poll; or
- (b) whether on account of the opening of any new toddy or foreign liquor tavern or estate canteen for arrack or toddy or foreign liquor, or any new foreign or country liquor premises of any other description and licensed after the sale of the privilege under these conditions; or
- (c) whether on account of the manufacture and drawing of fermented toddy on special licences issued by the Assistant Commissioner for *bona fide* domestic consumption on medical grounds, and not for sale; or
- (d) whether on account of the manufacture and drawing of fermented toddy within the area or areas of the privilege hereby granted for supply to licensed manufactories in which toddy is used in the process of manufacture;
- (e) whether on account of the refusal of the Excise Commissioner to issue special arrack licences in terms of condition 23 above; or
- (f) whether on account of the issue of licences for the bottling and wholesale sale of bottled toddy and of the retail sale of such bottled toddy at toddy taverns.
- (g) through any other cause whatsoever.

28. *Termination of Privilege.—*

The privilege shall terminate on (a) the expiry of the term for which it is granted, (b) the death of the grantee, or (c) a breach of any of the conditions governing it.

Excise C. S. 26

GOVERNMENT OF CEYLON.

ARRACK RENT TENDER FORM.

(Condition 3.)

Tender for the purchase of the exclusive privilege of selling arrack by retail within the local area/areas of _____ in the _____ District.

To the Government Agent _____.

I/We, the undersigned, hereby tender the sum of Rs. _____ only (exclusive of duty and cost price) for the purchase of the exclusive privilege of selling arrack by retail within the above-mentioned local area/areas for the period of one year from October 1, _____, to September 30, _____ in accordance with your advertisement dated _____.

I/We have deposited the sum of Rs. _____ only in the General Treasury/ _____ Kachcheri, and subjoin hereto receipt No. _____, dated _____ in respect thereof

Witnesses :

1. _____
2. _____

Signature : _____.

Address : _____.

REVERSE SIDE OF TENDER FORM.

Notes.

1. A deposit receipt for Rs. _____ is to be annexed to this tender. No tender unaccompanied by a deposit receipt will be accepted. The deposit of Rs. _____ will, subject to the provisions of arrack rent sale condition No. 10 be refunded.
2. This form must be enclosed in a sealed envelope bearing on its left hand top corner the name and number of the arrack tavern concerned, and must be deposited in the Kacheheri tender box or handed to the Government Agent, or to the Office Assistant, or posted by registered post in time for delivery at the Kacheheri before the time fixed for closing tenders.
3. A separate form must be used in respect of each tavern, or when taverns are sold in groups, for each such group.

AGREEMENT.

(Condition 9 (1) (a).)

I/We _____ of _____ and _____ do hereby acknowledge that I/we have this day been granted the hereinbefore mentioned exclusive privilege for the sum of Rupees _____ on the conditions set forth above, and I/we do hereby bind myself/ourselves to perform the said conditions.

Witnesses : _____.

Grantee(s) : _____.

I hereby acknowledge receipt of the sum of Rs. _____ paid by _____ and _____ as security deposit under condition 9 (1) (a) of these conditions.

Government Agent.

ADDRESS FOR NOTICES.

(Condition 9 (4).)

I/We, the undersigned, do hereby as required by condition 9 (4) appoint the under-mentioned Post Office/postal address as the Post Office/postal address to which all notices and processes whatever in connection with the hereinbefore mentioned privilege may be addressed and posted to me/us under the registered cover.

Witnesses : _____.

Grantee(s) : _____.

SCHEDULE A.

(Vide Condition 16.)

Supply Warehouse.	Duty Per Gallon at 27° u.p. of Arrack.		Cost Price Per Gallon at 27° u.p. for Arrack in Bulk and in Bottles.	Additional Cost Price Per Gallon at 27° u.p. for the Ordinary Quality of Arrack in Bottles.	Additional Cost Price Per Gallon at 27° u.p. for the Special Quality of Arrack in Bottles.	Additional Cost Price Per Gallon at 27° u.p. for the Extra Special Quality of Arrack in Bottles.
	in Bulk.	in Bottle.				
(1)	(2) Rs. c.	(3) Rs. c.	(4) Rs. c.	(5) Rs. c.	(6) Rs. c.	(7) Rs. c.
Negombo, Kalutara, Kandy	.. 8 50	.. 7 50	.. 3 0	.. 1 0	.. 2 0	.. 3 50
Batticaloa, Trincomalee, Badulla, Jaffna, Vavuniya	.. 8 50	.. 7 50	.. 3 50	.. 1 0	.. 2 0	.. 3 50

N.B.—(1) 6 white reputed quarts, each containing 8 drams more or less,
8 black imperial pints, each containing 6 drams more or less, and
12 black reputed pints, each containing 3 3/7 drams more or less
will be reckoned as the equivalent of 1 gallon.

(2) The arrack of Special and Extra Special Qualities will be sold in white reputed quarts and black reputed pint bottles only, and will not be available in bulk.

SCHEDULE B.

(Condition 18.)

Situation of Warehouse.	Province, District, or Tavern served.	Minimum to be purchased at any one time.
Kalutara town or Mirishena as may be directed.	(1) Colombo Municipality	..
	(2) Colombo District outside Municipality and south of the Kelaniya river	..
	(3) Kalutara District	..
	(4) Galle District	..
	(5) Ratnapura District	..
Negombo*	(1) Colombo District outside Municipality and north of the Kelaniya river	..
	(2) Puttalam District	..
	(3) Chilaw District	..
	(4) Taverns in group 2 and 3 of the Kurunegala District	..
Kandy	(1) Central Province	..
	(2) Kegalla District	..
	(3) Ganegoda tavern and taverns in group 1 of the Kurunegala District	..
Batticaloa	Batticaloa District	..
Badulla*	Province of Uva	..
Trincomalee	Trincomalee District	..
Jaffna*	Jaffna District	..
Vavuniya	(1) Anuradhapura District	..
	(2) Vavuniya District	..
	(3) Mullaitivu District	..
	(4) Mannar District	..

* Will be open only between 8.30 A.M. and 12 noon.

SCHEDULE C.

(Vide Condition 23.)

(1) Number of Arrack Tavern or Group of Taverns.	(2) Foreign Liquor Premises assigned. <i>Colombo Municipality.</i>
<i>Colombo Municipality.</i>	
Group I. Arrack Taverns.	Messrs. Togo & Co., Retail Off Shop, Pettah Mrs. A. Bastianpulle, Retail Off Shop, Main street, Pettah V. Karlasapillai, Retail Off Shop, Main street, Pettah A. Suppiah, Retail Off Shop, Main street, Pettah J. R. Peter, Retail Off Shop, Main street, Pettah J. M. S. Miranda, Retail Off Shop, Main street, Pettah H. Lawrence Fernando, Retail Off Shop, Main street, Pettah Mrs. D. B. Wijetunge and A. P. Casiechitty, Retail Off Shop, 4th Cross street, Pettah J. P. A. de Mel, Retail Off Shop, Main street, Pettah A. P. Casiechitty, Retail Off Shop, Main street, Pettah A. S. F. Wijegunaratne, Retail Off Shop, Prince street, Pettah S. Costa and A. P. Casiechitty, Retail Off Shop, 2nd Cross street, Pettah
Tavern No. 4 ..	R. A. Fernando, Retail Off Shop, Norris road, Pettah
Do. 5 ..	C. Peiris, Retail Off Shop, Norris road, Pettah
Do. 6 ..	J. M. S. Miranda, Retail Off Shop, Norris road, Pettah J. A. D. Victoria, Retail Off Shop, 1st Cross street, Pettah W. de Niese, Retail Off Shop, Dam street F. L. Tavern No. 2, Main street, Pettah F. L. Tavern No. 3, Main street, Pettah Metropolitan Hotel and Bar, Keyzer street, Pettah Now Colonial Hotel and Bar, Norris road, Pettah Prince of Wales Hotel and Bar, 1st Cross street, Pettah Victoria Hotel and Bar, Norris road, Pettah Victor Restaurant, Main street, Pettah Richmond Restaurant, 4th Cross street, Pettah Union Restaurant, 5th Cross street, Pettah Criterion Restaurant, 5th Cross street, Pettah
Group II. Arrack Taverns.	S. T. Kanagasabai, Retail Off Shop, Main street, Pettah J. M. S. Miranda, Retail Off Shop, Chekku street Mrs. A. P. L. Casiechitty, Retail Off Shop, St. John's road Shaw Wallace & Co., Retail Off Shop, Lascorreen street V. Casiechitty, Retail Off Shop, Jampettah street F. L. Tavern No. 6, Jampettah street F. L. Tavern No. 4, Main street F. L. Tavern No. 5, Wolfendahl street Imperial Restaurant, St. John's road City Restaurant, Jampettah street Dockland Hotel and Bar, Mutwal F. L. Tavern No. 7, Mutwal street, Mutwal H. Lawrence Fernando, Retail Shop, No. 9, St. Andrew's place, Mutwal
Tavern No. 7 ..	F. L. Tavern No. 8, Grandpass
Do. 8 ..	A. Suppiah, Retail Off Shop, Skinner's road north
Do. 9 ..	M. G. Fernando, Retail Off Shop, Skinner's road north National Restaurant, Grandpass S. T. P. Rodrigo, Retail Off Shop, Nagalagam street Galle Face Hotel and Bar, Colpetty Isabel Court Hotel, Colpetty Castle Hotel and Bar, Ingham street, Slave Island Hotel de L'Universe and Bar, Slave Island Nippon Hotel and Bar, Slave Island V. R. Motha, Retail Off Shop, Union place, Slave Island A. M. S. Rodrigo, Retail Off Shop, Shorts road, Slave Island Liptons, Ltd., Retail Off Shop, Union place, Slave Island Cumberbatch & Co., Retail Off Shop, Vauxhall street, Slave Island A. M. S. Rodrigo, Retail Off Shop, Rifle street, Slave Island J. M. S. Miranda & Son, Retail Off Shop, Union place, Slave Island Dodwell & Co., Retail Off Shop, Glenie street, Slave Island Cargills, Ltd., Retail Off Shop, Alexandra place, Cinnamon Gardens The Orient Club, Colpetty Princes Restaurant, Colpetty J. A. D. Victoria, Retail Off Shop, Colpetty J. A. D. Victoria, Retail Off Shop, Turret road, Colpetty
Group III. Arrack Taverns.	
Tavern No. 10 ..	
Do. 11 ..	
Do. 12 ..	
Group V. Arrack Taverns.	
Tavern No. 1 ..	
Do. 2 ..	
Do. 3 ..	
Group VI. Arrack Taverns.	
Tavern No. 34, Kudapaduwa ..	Coronation Hotel and Bar, Negombo
Do. 35, Periyamulla ..	Miss F. Tissera and S. V. Lawrentsz, Restaurant, Negombo
Do. 37, Udayartoppu ..	F. L. Tavern, Main street, Negombo F. L. Tavern, Green road, Negombo Miss F. Tissera and S. V. Lawrentsz, Retail Off Shop, Negombo Messrs. P. G. Gomez & Co., Retail Off Shop, Main street, Negombo M. S. Pillai & W. D. Fernando, Retail Off Shop, Green's road, Negombo
Group VIII. Arrack Taverns.	
Tavern No. 25, Henmulla ..	
Do. 26, Etgala ..	
Do. 27, Kandewela ..	Mrs. A. P. L. Casie Chitty, Retail Off Shop, Kochchikade
Do. 28, Daluwakotuwa ..	
Do. 33, Kochchikade ..	
Group IX. Arrack Taverns.	
Tavern No. 15, Dugarolla ..	
Do. 18, Bopitiya ..	
Do. 19, Dandugama ..	Mr. A. P. Casie Chitty, F. L., Restaurant, Ja-ela
Do. 21, Seeduwa ..	Mr. A. P. Casie Chitty, Retail Off Shop, Ja-ela
Do. 24, Kepungoda ..	
Do. 30, Kanuwana ..	
Do. 31, Weligampitiya ..	
	<i>Colombo District (Outside Municipality.)</i>

(1)	(2)
Number of Arrack Tavern or Group of Taverns.	Foreign Liquor Premises assigned.
Tavern No. 15, Digarolla	<ul style="list-style-type: none"> .. F. L. Tavern, Moratuwa .. Mr. T. T. Fernando, Retail Off Shop, Moratuwa
<i>Puttalam District.</i>	
Group IV. Arrack Taverns.	
Tavern No. 21, Bandarawatta	.. M. L. Tavern, Ward No. 2, Chilaw
Do. 22, Pambala	.. Frs. S. M. J. Fernando and Mr. J. N. Leon, Retail Shop, Chilaw
Do. 23, Ambakandawila	.. F. L. Tavern, Ward No. 4, Chilaw
Do. 25	.. L. Gomez, Retail Off Shop, Chilaw
Do. 26	..
<i>Kurunegala District.</i>	
Group II. Arrack Taverns.	
Tavern No. 8, Hantihawa	.. L. C. Fernando, Restaurant, Kuliyaipitiya
Do. 9, Akarawatta	.. L. C. Fernando, Retail Off Shop, Kuliyaipitiya
Do. 10, Kuliyaipitiya	..
<i>Jaffna District.</i>	
Group I.	
Tavern No. 1, Jaffna	.. A. M. Ratnam, Imperial Hotel and Bar, Jaffna
Do. 2, Karayoor	.. A. Suppiah, Retail F. L. Shop, Main street, Jaffna
Do. 3, Nallur	.. A. Suppiah, Retail F. L. Shop, Chemma street, Jaffna
	.. A. Velupillai, Retail F. L. Shop, Chemma street, Jaffna
	.. V. Thuraiappah, Grand Hotel and Bar, Jaffna
	.. S. Rasiah, Colombo Restaurant, Chemma street, Jaffna
Group III.	
Tavern No. 6, Point Pedro	.. V. Vallipuram and partners, Retail F. L. Shop, Point Pedro
Do. 7, Valvettiturai	..
<i>Mannar District.</i>	
Tavern No. 1, Mannar	<ul style="list-style-type: none"> .. Foreign Liquor Tavern, Mannar .. W. P. Perera, Retail Off Shop, Mannar
<i>Trincomalee District.</i>	
Group I. Arrack Taverns.	
Tavern No. 1, Trincomalee	.. T. Balasubramamam, Mansion Hotel, Trincomalee
Do. 2, Trincomalee	.. D. Subramaniam and Miller & Co., Ltd., Off Shop, Division No. 7, Trincomalee
Do. 3, Trincomalee	.. Mudaliyar N. Wickramaratne, Maysland Hotel, Trincomalee
	.. J. B. & S. S. Miranda, Retail Off Shop, Dockyard street, Trincomalee
	.. Mrs. E. McLeod, Welcombe Hotel, Trincomalee
<i>Anuradhapura District.</i>	
Tavern No. 1, Anuradhapura	<ul style="list-style-type: none"> .. Mr. R. L. Ephraums, Grand Hotel and Bar, Anuradhapura .. J. D. Victor, Central Hotel, Anuradhapura .. S. S. M. Miranda, Retail Off Shop, Anuradhapura .. J. Don Victor, Retail Off Shop, Anuradhapura
<i>Kandy District.</i>	
Group I. Arrack Taverns.	
Tavern No. 1	.. Queen's Hotel and Bar, Kandy
Do. 2	.. Suisse Hotel and Bar, Kandy
	.. Castle Hotel and Bar, Kandy
	.. Royal Hotel and Bar, Kandy
	.. Kings Hotel and Bar, Kandy
	.. Empire Hotel and Bar, Kandy
	.. Victory Hotel and Bar, Kandy
	.. F. L. Tavern, Ward No. 7, Kandy
	.. F. L. Tavern, Ward No. 5, Kandy
	.. Empire Theatre Bar, Kandy
	.. C. F. Fernando, Retail Off Shop, Trincomalee street, Kandy
	.. S. Costa and A. P. Casie Chitty, Retail Off Shop, Ward street, Kandy
	.. Messrs. Miller & Co., Ltd., Retail Off Shop, Kandy
	.. Messrs. Cargills, Ltd., Retail Off Shop, Kandy
Group II. Arrack Taverns.	
Tavern No. 4	.. F. L. Tavern, Pussellawa
Do. 5	.. Costa & Sons, Retail Off Shop, Pussellawa
	.. Castro Hotel and Bar, Hatton
	.. Arms Hotel and Bar, Hatton
	.. F. L. Tavern, Ward No. 1, Dikoya
	.. F. L. Tavern, Ward No. 2, Dikoya
Tavern No. 6, Hatton	.. Adams Peak Hotel, Hatton
	.. Messrs. Brown & Co., Retail Off Shop, Hatton
	.. O. Don Peter, Retail Off Shop, Dikoya
	.. Messrs. Miller & Co., Retail Off Shop, Dikoya
	.. Frankland Hotel, Hatton
Tavern No. 9, Maskeliya	.. Maskeliya Hotel and Bar, Maskeliya
Tavern No. 7, Kotiyagala	.. G. Miranda, Retail Off Shop, Maskeliya
	.. R. A. Fernando, Retail Off Shop, Bogawantalawa
<i>Nuwara Eliya District.</i>	
Tavern No. 4, Bambarakelle	<ul style="list-style-type: none"> .. F. L. Restaurant, Nuwara Eliya .. F. L. Tavern, Nuwara Eliya .. Pedro Hotel and Bar, Nuwara Eliya .. Grand Hotel and Bar, Nuwara Eliya .. Windsor Hotel and Bar, Nuwara Eliya .. Grosvenor Hotel and Bar, Nuwara Eliya .. Carlton Hotel, Nuwara Eliya .. Maryhill Hotel, Nuwara Eliya .. Maysland Hotel, Nuwara Eliya .. St. Andrew's Hotel, Nuwara Eliya .. Hakgalla F. L. Retail Off Shop .. Messrs. Cargills, Ltd., Retail Off Shop, Nuwara Eliya .. Messrs. Miller & Co., Ltd., Retail Off Shop, Nuwara Eliya .. J. L. Pimanda, Retail Off Shop, Nuwara Eliya .. Ponniah Peeris, Retail Off Shop, Nuwara Eliya

(1) Number of Arrack Tavern or Group of Taverns.	(2) Foreign Liquor Premises assigned.
Tavern No. 2, Padiyapelella Do. 5, Ragala	.. T. L. Jusey Perera and K. T. T. de Silva, Retail Off Shop, Padiyapelella .. M. J. Caravelho, Retail Off Shop, Ragala
<i>Badulla District.</i>	
Tavern No. 1, Badulla	.. { Costa & Sons, Hotel and Bar, Badulla Paul Soris & Co., Hotel and Bar, Badulla F. L. Tavern, Central Ward No. 5, Badulla F. L. Tavern, Central Ward No. 5, Badulla Costa & Sons, Retail Off Shop, King street, Badulla Messrs. Don & Millers Co., Ltd., Retail Off Shop, Bazaar street, Badulla J. Soris and G. Brown, Retail Off Shop, Lower street, Badulla
Lunugala-Bibile Group Tavern No. 5, Haputale	.. S. A. Peeris, Retail Off Shop, Bazaar street, Lunugala .. Mrs. D. A. W. Fernando and Miller & Co., Ltd., Retail Shop, Haputale
<i>Batticaloa District.</i>	
Tavern No. 3, Koddaimunai	.. { S. S. M. Miranda, Hotel, Koddaimunai K. Santiyapillai, Hotel, Puliyantivu Mrs. S. Sunderam, Hotel and Bar, Koddaimunai F. L. Tavern, Puliyantivu A. B. M. S. de Silva, Amarasuriya and W. S. C. Pounds, Retail Off Shop, Main street, Puliyantivu
Tavern No. 5, Periyaniavanai	.. { S. S. M. Miranda, Retail Off Shop, Central road, Puliyantivu Excelsior Hotel and Bar, Kalmunai W. Denes de Silva, Retail Off Shop, Kalmunai
<i>Kegalla District.</i>	
Group of Olagama and Yattagoda Arrack Taverns	.. { J. M. S. Miranda and Sons, Restaurant, Kegalla F. L. Tavern, Kegalla J. M. S. Miranda and Sons, Retail Shop, Kegalla N. L. Peiris, Retail Shop, Kogalla
<i>Ratnapura District.</i>	
Tavern No. 1, Balangoda	.. F. L. Gomez and Mrs. T. Gomez, Retail Off Shop, Balangoda
<i>Kalutara District.</i>	
Group I. Arrack Taverns. Tavern No. 3, Nalluruwa Do. 4, Walapolapattiya	.. { M. X. Motha, Restaurant, Panadure M. X. Motha, Retail Off Shop, Panadure

ARRACK TAVERN LICENCE.

Excise Notification No. 346.

The Governor has, under section 24 of the Excise Ordinance directed that on and after October 1, 1939, no fee shall be recovered on licences for the sale of arrack by retail and that the following shall be the form and conditions of such licences.

Excise Notification No. 331 published in *Gazette* No. 8,369 of May 20, 1938, shall cease to have effect on October 1, 1939.

Serial No. and Machine No. _____.

Excise C. S. 5.

Hour of Opening : _____
Hour of Closing : _____.

Tavern Licence for the Sale of Arrack by Retail.

_____ of _____ is/are hereby licensed under the provisions of the Excise Ordinance, to sell arrack by retail at the premises more fully described below during the official year ending September 30, 19—, subject to—

- (a) the General Conditions for the time being in force and applicable to all Excise licences ;
- (b) the Arrack Rent Sale Conditions, under which the exclusive privilege of selling arrack by retail at the said premises was granted, and which the said licensee(s) by agreement bound himself/themselves to observe, and
- (c) the following special conditions applicable to this licence :—

1. *Selling Prices of Arrack.*—

The licensee/licensees—

- (a) shall affix in a prominent place in the tavern, so as to be clearly visible to and legible by the customers at the bar, lists printed in bold letters and figures in English, Sinhalese, and Tamil of the selling price of all kinds of arrack offered for sale, by the dram and by sealed bottles.
- (b) shall not sell arrack in sealed bottles at any other rates than the following except to licensees of foreign liquor premises holding a special arrack permit :—

		Kinds of Bottles.					
		White Reputed Quarts (6 to a Gallon).		Black Imperial Pints (8 to a Gallon).		Black Reputed Pints (12 to a Gallon).	
Strength.	Quality.	Per Bottle. Equivalent per Gallon.		Per Bottle. Equivalent per Gallon.		Per Bottle. Equivalent per Gallon.	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.
27° u.p.	Ordinary	2 50	15 0	1 95	15 60	1 30	15 60
	Special	2 75	16 50	—	—	1 45	17 40
	Extra Special	3 0	18 0	—	—	1 55	18 60

- (c) shall not sell any kind of arrack by the dram or glass at a lower rate than Rs. 15·36 a gallon or 32 cents a dram at 27 degrees under proof, even to licensees of foreign liquor premises holding a special arrack permit.

Provided that the Government Agent may for special reasons and on the application of the licensee/licensees permit the sale of arrack at such other rates as he may in his discretion determine.

2. *Sealed Bottle Sales and Stocks.*—

(a) All arrack sold by the bottle on this licence shall be sold in sealed bottles bearing intact the capsule of the Excise Department.

The licensee/licensees shall not keep in a tavern any sealed bottles other than those bearing the capsule and label of the Excise Department. He/they shall put aside any bottle bearing a damaged or obliterated capsule and label and shall show it to the Inspecting Officer on his next visit, and any such bottle shall, if so ordered by the Assistant Commissioner of Excise for the division, be exchanged for a fresh bottle.

(b) The licensee/licensees shall at all times keep at least one dozen sealed bottles or such quantity as may be prescribed as the minimum by the Superintendent of Excise under the provisions of the General Conditions for the time being in force and applicable to all Excise licences, whichever is the lesser quantity, of each kind of bottled arrack on a shelf or rack hung on a wall of the tavern prominently in view of customers at the bar.

(c) No arrack shall be bottled in a tavern. No corks, empty bottles, capsules, labels, sealing wax, or other appliances used in bottling arrack shall be kept in the tavern.

(d) Sealed bottles of arrack shall be supplied by the licensee/licensees on demand and tender of cash.

(e) No sealed bottles shall be opened by the licensee/licensees and the arrack in them poured into casks or sold by the glass.

3. *Strength of Arrack : Prohibition against Adulteration.*—

All arrack exposed or kept for sale in a tavern shall be of a strength not below 29 degrees under proof as tested in compliance with Excise Notification No. 178 published in *Gazette* No. 7,654 of July 13, 1928. No water and no colouring, flavouring, or other matter whatsoever shall be added thereto.

4. (a) *Furniture, &c., in Taverns to be kept clean.*—

The licensee/licensees shall cause all tables and chairs provided for the use of Inspecting Officers, Rent Managers, and Accountants, to be kept scrupulously clean, and shall cause the tops of all such tables to be covered at all times with clean paper.

(b) *Prohibition of other than Prescribed Articles in Taverns.*—

The licensee/licensees shall not, except as hereinafter in sub-clause (c) provided, and except with the written sanction of an Excise Officer not below the rank of Inspector, permit the introduction into his/their tavern of any articles other than—

- (i.) The storage vessels and stands,
- (ii.) The drinking vessels,
- (iii.) Two tables,
- (iv.) Two chairs,
- (v.) Authorized account books, inspection notebooks, and writing materials,
- (vi.) Cash, and receptacles for its safe-keeping,
- (vii.) Frames or notice boards on which the licence, the general conditions applicable to all Excise licences, and such other notices as the Excise Commissioner may require, may be exhibited,
- (viii.) One receptacle for disinfectants,
- (ix.) One stool for each authorized employee, and
- (x.) Separate receptacles for clean and for dirty water for use as prescribed in General Condition No. 25 (4).

(c) *Provision of Spittoons in Taverns.*—

The licensee/licensees shall provide in his/their tavern at least three spittoons, which shall be kept in a scrupulously clean and sanitary condition, and be washed daily with disinfectants.

5. *Special Measuring Taps, if required.*—

All sales from bulk shall, if the Excise Commissioner at any time so directs by writing under his hand addressed to the licensee/licensees, be made by means of special measuring taps of a pattern to be approved by him.

6. *Standard Measures to be kept.*—

Standard measures approved by the Excise Commissioner, viz., $1\frac{1}{2}$ drams, 1 dram, $\frac{3}{4}$ dram, $\frac{1}{2}$ dram, and $\frac{1}{4}$ dram shall be kept in every tavern and shall on demand by any customer be used in measuring the arrack he has purchased.

7. *Drinking Vessels to be of transparent material and to be marked.*—

Every drinking vessel used or kept at a tavern other than the standard measures referred to in condition 6 shall be made of glass or of some other transparent material and shall have clearly marked on it in coloured figures its capacity and the current authorized price for that quantity. The quantity shall further be indicated by a horizontal line, coloured red, cut at least 2 inches round the circumference of such vessel and not less than one-half of an inch below the top of the vessel. The price shall be marked in bold red figures immediately above the centre of the cut red line aforesaid and the quantity shall be marked on the opposite side, i.e., on the exterior side of the vessel furthest from the price. No arrack shall be served for consumption on the premises otherwise than in a drinking vessel marked as hereinbefore prescribed and filled up to such mark.

8. *Inspection by Excise Officers.*—

All arrack kept or exposed for sale in a tavern shall at all times be made available for inspection and test by officers of the Excise Department.

9. *Accounting of Arrack.*—

(a) The licensee/licensees shall account for all arrack in the prescribed form of tavern register. He/they shall also keep separate accounts on Form Excise C. S. 1 in respect of arrack in bulk and of arrack in bottles.

(b) The total wastage at every tavern shall be written off at the end of each month and the actual balance in hand of each kind of arrack brought forward on the 1st of the month following.

(c) He/they shall keep a separate account of the sales, if any, to foreign liquor licensees.

(d) The licensee/licensees shall cause all accounts kept at his/their tavern to be written in English, Sinhalese, or Tamil.

10. *Removal of Proceeds of Sale, &c.*—

(1) The licensee/licensees shall cause all the proceeds of any one day's sale of arrack to be removed from the tavern between the closing hour on that day and 8 A.M. on the following day, but before such removal of the proceeds the licensee/licensees shall cause all the accounts for the day to be duly entered in the books required to be kept at the tavern.

(2) He/they shall not permit any money other than the proceeds of the sale of arrack to be kept in the tavern.

(3) He/they shall not permit any part of the proceeds of any one day's sale of arrack to be removed from the tavern before the closing hour on that day, unless before such removal a statement is filed in the tavern, duly signed and dated by himself/themselves or an authorized employee, and setting out in words and figures the exact sum of money so removed.

(4) The statement aforesaid shall be produced for inspection when called for by any officer of the Excise Department, and shall be kept in the tavern for a period of one month from the date set out in it.

11. The licensee/licensees shall cause his/their tavern to be opened at _____ A.M., and to be closed at _____ P.M. and no arrack shall be sold between the hour of closing and that of opening.

Government Agent.

Dated the _____ day of _____, 19____.
_____ Kachcheri.

Counterpart Agreement.

Serial No. and Machine No. _____.

Tavern Licence for the Sale of Arrack by Retail.

Name of Licensee : _____.
Date of Issue : _____.
Stamp of 50 cents.

Description of licensed premises : _____.
Date of expiry : _____.
_____ Kachcheri.
_____ Government Agent.

I/We _____, the afore-mentioned licensee(s) for myself/ourselves, hereby agree with the Government Agent that I/We will well and truly observe and perform the terms and conditions contained in the licence (of which this is a counterfoil) to sell arrack by retail at the premises more fully described above during the official year ending September 30, 193____, subject to the following conditions to be observed by me/us the said licensee(s). viz. :—

- (a) the General Conditions for the time being in force and applicable to all Excise licences ;
- (b) the Arrack Rent Sale Conditions, under which the exclusive privilege of selling arrack by retail at the said premises was granted, and which the said licensee(s) by agreement bound himself/themselves to observe, and
- (c) The following special conditions applicable to this licence :—

1. *Selling Prices of Arrack.*—

The licensee/licensees—

- (a) shall affix in a prominent place in the tavern, so as to be clearly visible to and legible by the customers at the bar, lists printed in bold letters and figures in English, Sinhalese, and Tamil of the selling price of all kinds of arrack offered for sale, by the dram and by sealed bottles.
- (b) shall not sell arrack in sealed bottles at any other rates than the following except to licensees of foreign liquor premises holding a special arrack permit :—

Strength.	Quality.	Kinds of Bottles.					
		White Reputed Quarts. (6 to a Gallon.)		Black Imperial Pints. (8 to a Gallon.)		Black Reputed Pints. (12 to a Gallon.)	
		Per Bottle.	Equivalent per Gallon.	Per Bottle.	Equivalent per Gallon.	Per Bottle.	Equivalent per Gallon.
		(3)	(4)	(5)	(6)	(7)	(8)
(1)	(2)	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.
27° u.p.	Ordinary	2 50	15 0	1 95	15 60	1 30	15 60
	Special	2 75	16 50	—	—	1 45	17 40
	Extra Special	3 0	18 0	—	—	1 55	18 60

- (c) shall not sell any kind of arrack by the dram or glass at a lower rate than Rs. 15·36 a gallon or 32 cents a dram at 27 degrees under proof, even to licensees of foreign liquor premises holding a special arrack permit.

Provided that the Government Agent may for special reasons and on the application of the licensee/licensees permit the sale of arrack at such other rates as he may in his discretion determine.

2. *Sealed Bottle Sales and Stocks.*—

- (a) All arrack sold by the bottle on this licence shall be sold in sealed bottles bearing intact the capsule of the Excise Department.

The licensee/licensees shall not keep in a tavern any sealed bottles other than those bearing the capsule and label of the Excise Department. He/they shall put aside any bottle bearing a damaged or obliterated capsule and label and shall show it to the Inspecting Officer on his next visit, and any such bottle shall, if so ordered by the Assistant Commissioner of Excise for the division, be exchanged for a fresh bottle.

- (b) The licensee/licensees shall at all times keep at least one dozen sealed bottles or such quantity as may be prescribed as the minimum by the Superintendent of Excise under the provisions of the General Conditions for the time being in force and applicable to all Excise licences, whichever is the lesser quantity, of each kind of bottled arrack on a shelf or rack hung on a wall of the tavern prominently in view of customers at the bar.

- (c) No arrack shall be bottled in a tavern. No corks, empty bottles, capsules, labels, sealing wax, or other appliances used in bottling arrack shall be kept in the tavern.

- (d) Sealed bottles of arrack shall be supplied by the licensee/licensees on demand and tender of cash.

- (e) No sealed bottles shall be opened by the licensee/licensees and the arrack in them poured into casks or sold by the glass.

3. *Strength of Arrack : Prohibition against Adulteration.*—

All arrack exposed or kept for sale in a tavern shall be of a strength not below 29 degrees under proof as tested in compliance with Excise Notification No. 178 published in *Gazette* No. 7,654 of July 13, 1928. No water and no colouring, flavouring, or other matter whatsoever shall be added thereto.

4. (a) *Furniture, &c., in Taverns to be kept clean.*—

The licensee/licensees shall cause all tables and chairs provided for the use of Inspecting Officers, Rent Managers, and Accountants, to be kept scrupulously clean, and shall cause the tops of all such tables to be covered at all times with clean paper.

(b) *Prohibition of other than prescribed Articles in Taverns.*—

The licensee/licensees shall not, except as hereinafter in sub-clause (c) provided, and except with the written sanction of an Excise Officer not below the rank of Inspector, permit the introduction into his/their tavern of any articles other than—

- (i.) The storage vessels and stands,
- (ii.) The drinking vessels,
- (iii.) Two tables,
- (iv.) Two chairs,
- (v.) Authorized account books, inspection notebooks, and writing materials,
- (vi.) Cash, and receptacles for its safe-keeping,
- (vii.) Frames or notice boards on which the licence, the general conditions applicable to all Excise licences, and such other notices as the Excise Commissioner may require, may be exhibited,
- (viii.) One receptacle for disinfectants,
- (ix.) One stool for each authorized employee, and
- (x.) Separate receptacles for clean and for dirty water for use as prescribed in General Condition No. 25 (4).

(c) *Provision of Spitoons in Taverns.*—

The licensee/licensees shall provide in his/their tavern at least three spittoons, which shall be kept in a scrupulously clean and sanitary condition, and be washed daily with disinfectants.

5. *Special Measuring Taps, if required.*—

All sales from bulk shall, if the Excise Commissioner at any time so directs by writing under his hand addressed to the licensee/licensees, be made by means of special measuring taps of a pattern to be approved by him.

6. *Standard Measures to be kept.*—

Standard measures approved by the Excise Commissioner, viz., 1½ drams, 1 dram, ¾ dram, ½ dram, and ¼ dram shall be kept in every tavern and shall on demand by any customer be used in measuring the arrack he has purchased.

7. *Drinking Vessels to be of transparent Material and to be marked.*—

Every drinking vessel used or kept at a tavern other than the standard measures referred to in condition 6 shall be made of glass or of some other transparent material and shall have clearly marked on it in coloured figures its capacity and the current authorized price for that quantity. The quantity shall further be indicated by a horizontal line, coloured red, cut at least 2 inches round the circumference of such vessel and not less than one-half of an inch below the top of the vessel. The price shall be marked in bold red figures immediately above the centre of the cut red line aforesaid and the quantity shall be marked on the opposite side, i.e., on the exterior side of the vessel furthest from the price. No arrack shall be served for consumption on the premises otherwise than in a drinking vessel marked as hereinbefore prescribed and filled up to such mark.

8. *Inspection by Excise Officers.*—

All arrack kept or exposed for sale in a tavern shall at all times be made available for inspection and test by officers of the Excise Department.

9. *Accounting of Arrack.*—

(a) The licensee/licensees shall account for all arrack in the prescribed form of tavern register. He/they shall also keep separate accounts on Form Excise C. S. 1 in respect of arrack in bulk and of arrack in bottles.

(b) The total wastage at every tavern shall be written off at the end of each month and the actual balance in hand of each kind of arrack brought forward on the 1st of the month following.

(c) He/they shall keep a separate account of the sales, if any, to foreign liquor licensees.

(d) The licensee/licensees shall cause all accounts kept at his/their tavern to be written in English, Sinhalese or Tamil.

10. *Removal of Proceeds of Sale, &c.*—

(1) The licensee/licensees shall cause all the proceeds of any one day's sale of arrack to be removed from the tavern between the closing hour on that day and 8 A.M. on the following day, but before such removal of the proceeds the licensee/licensees shall cause all the accounts for the day to be duly entered in the books required to be kept at the tavern.

(2) He/they shall not permit any money other than the proceeds of the sale of arrack to be kept in the tavern.

(3) He/they shall not permit any part of the proceeds of any one day's sale of arrack to be removed from the tavern before the closing hour on that day, unless before such removal a statement is filed in the tavern, duly signed and dated by himself/themselves or an authorized employee, and setting out in words and figures the exact sum of money so removed.

(4) The statement aforesaid shall be produced for inspection when called for by any officer of the Excise Department, and shall be kept in the tavern for a period of one month from the date set out in it.

11. The licensee/licensees shall cause his/their tavern to be opened at _____ A.M., and to be closed at _____ P.M. and no arrack shall be sold between the hour of closing and that of opening.

Dated the _____ day of _____, 19____,
_____ Kachecheri.

Licensee.

The Ministry of Home Affairs,
Colombo, May 31, 1939.

D. B. JAYATILAKA,
Minister for Home Affairs.

IT is hereby notified for general information that His Excellency the Governor has been pleased, in terms of section 3 (1) (b) of Ordinance No. 10 of 1930, to nominate Mr. W. P. H. Dias, B.P., of "Naini-Tal", Panadure, to be a member of the Board of Management of the Rubber Research Scheme (Ceylon), *vice* Mr. C. A. Pereira, resigned.

D. S. SENANAYAKE,
Minister for Agriculture and Lands,
Ministry of Agriculture and Lands,
Colombo, May 30, 1939.

WITH reference to the Notification appearing in the *Ceylon Government Gazette* No. 8,322 of October 8, 1937, it is hereby notified for general information that Mr. W. H. Attfield has been elected the representative of the Ceylon Estates Proprietary Association on the Central Board of Agriculture, *vice* Col. T. Y. Wright.

D. S. SENANAYAKE,
Minister for Agriculture and Lands,
Ministry of Agriculture and Lands,
Colombo, June 6, 1939.

IT is hereby notified for general information that His Excellency the Governor has been pleased, under section 3 (2) of Ordinance No. 10 of 1930, to renominate Mr R. C. Kannangara, M.S.C., to be a member of the Board of Management of the Rubber Research Scheme (Ceylon) for a further period of 3 years with effect from June 26, 1939.

D. S. SENANAYAKE,
Minister for Agriculture and Lands,
Ministry of Agriculture and Lands,
Colombo, May 30, 1939.

THE RUBBER CONTROL ORDINANCE, No. 63 OF 1938.
Notification No. 35.

HIS Excellency the Governor, in the exercise of the powers vested in him by section 10 of the Rubber Control Ordinance, No. 63 of 1938, has been pleased to appoint Mr. T. E. H. O'Brien to be a member of the Rubber Advisory Board during the absence of Mr. F. H. Griffith from the Island.

D. S. SENANAYAKE,
Minister for Agriculture and Lands,
Ministry of Agriculture and Lands,
Colombo, June 6, 1939.

L. D.—B 66/38

THE FAUNA AND FLORA PROTECTION ORDINANCE.

IN pursuance of the powers conferred by section 12 (3) of the Fauna and Flora Protection Ordinance (Chapter 325), the Executive Committee of Agriculture and Lands by this Notification extends to August 12, 1939, the period for which the declaration made by the District Warden of the Hambantota District under section 12 (1) of the Ordinance on May 12, 1939, and set out in the schedule hereto, shall be in force.

D. S. SENANAYAKE,
Minister for Agriculture and Lands.
Colombo, May 30, 1939.

SCHEDULE.

I, W. Holmes, District Warden of the Hambantota District, do hereby declare under section 12 (1) of the Fauna and Flora Protection Ordinance (Chapter 325), the area specified hereunder to be an area within which damage by elephants is apprehended.

A licence authorizing the holder thereof to hunt, shoot, kill, or take any such elephant will, on application made to me, be issued subject to such conditions as may be necessary or expedient, free of charge.

This declaration shall be in force from May 12, 1939, to June 1, 1939, both days inclusive.

The Kachcheri,
Hambantota, May 6, 1939.

W. HOLMES,
District Warden.

Area referred to.

Angunakolapelessa Village Headman's division in East Giruwa pattu of the Hambantota District.

THE FOOD CONTROL ORDINANCE.**Order.**

BY virtue of the powers vested in me by section 4 (1) (a) of the Food Control Ordinance (Chapter 132), I, George Claude Stanley Corea, Minister for Labour, Industry and Commerce, do by this Order prohibit the transport or removal from the Maritime pattus of the Mullaittivu District, of paddy grown in the said pattus or of rice made from such paddy, except under the authority of a permit issued by the Deputy Food Controller for the District of Mullaittivu.

G. C. S. COREA,
Minister for Labour, Industry and Commerce.
Colombo, June 5, 1939.

L. D.—B 60/38

THE REGISTRATION OF DOMESTIC SERVANTS ORDINANCE.**Notification No. 237.**

HIS Excellency the Governor has been pleased, under section 3 of the Registration of Domestic Servants Ordinance (Chapter 115), to appoint Inspector C. Lourensz to be Registrar of Servants for the Trincomalee District with effect from May 6, 1939.

By His Excellency's command,
G. C. S. COREA,
Minister for Labour, Industry and Commerce.
Colombo, May 31, 1939.

CODE OF REGULATIONS FOR ASSISTED ENGLISH SCHOOLS.

THE following amendment to the Code of Regulations for Assisted English Schools, which was confirmed by His Excellency the Governor on May 11, 1939, is hereby published in accordance with section 10 (3) of Ordinance No. 1 of 1920.

R. PATRICK,
Acting Chairman, Board of Education.
Education Office,
Colombo, May 29, 1939.

AMENDMENT REFERRED TO.

Clause 41.—Add a new sub-clause as follows after Clause 41 (e) :—

(f) Graduates and first class trained teachers who have completed five years' satisfactory service in Assisted English Schools, with at least three years' service under

the last management that makes the recommendation may, at the discretion of the Director, be granted one year's full-pay study leave outside the Island, provided the applications are recommended by the Manager, and fulfil the following conditions :—

- (i.) The applicant must submit a scheme of study for the Director's approval, and undertake to furnish the Director with quarterly reports of his/her progress and conduct while on study leave ;
- (ii.) The total number of eligible teachers including the applicant must not exceed the number for whom the school is qualified to claim grant, and in no case will study leave be allowed to more than one teacher at a time from any school, or to more than ten teachers in any year from all schools ;
- (iii.) The Manager must agree to retain the applicant's name on the eligible staff of the school, to enter it in the Annual Returns, and to pay the applicant his/her approved salary, provided however, that the applicant shall not be entitled to draw any increment to his/her salary during the period of absence ;
- (iv.) The Manager must enter into a bond binding himself and two approved sureties, to repay to the Department the Government contribution towards the applicant's salary if the applicant does not, on his/her return to the Island, serve in an Assisted or a Government School for a period of at least three years.

The Director may, if satisfactory reasons are urged, allow, subject to the foregoing conditions, an extension of leave for a further period, in no case exceeding one year, provided always that the Government contribution towards the applicant's salary ceases at the end of the first year and that the maximum period of absence from the Island does not exceed two years.

NOTICES CALLING FOR TENDERS.

THE Provincial Engineer, Western Division, and the District Engineer, buildings, Torrington square, Colombo, will receive tenders at their respective offices up to 12 noon on Friday, June 23, 1939, for—

“Headquarters for the New Anti-Aircraft Regiment, C.D.F., Galle Face.”

2. Plans, specification, conditions of tender, and Bill of quantities can be seen and all other information obtained at the District Engineer, Building's Office, Torrington square, Colombo, any week day between the hours of 9 A.M. and 4 P.M. (Saturdays, 9 A.M. to 12 noon).

3. Tender forms will be issued to Public Works Department registered contractors only.

Public Works Office, C. H. BRADLEY,
Colombo, June 5, 1939. for Director of Public Works.

THE Provincial Engineer, Southern Division, Galle, and the District Engineer, Matara, will receive tenders from Public Works Department Contractors Registered for Building works, at their respective offices up to 12 noon on Friday June 30, 1939, for—

The construction of New Cottage Hospital, Hinidumma.
2. Plans, specification, conditions of tender, and Bill of Quantities can be seen and all other information obtained at the Office of the District Engineer, Matara, on any week day between the hours of 9 A.M. and 4 P.M. (Saturdays, 9 A.M. and 12 noon).

Public Works Office, T. H. LEADER,
Colombo, June 5, 1939. for Director of Public Works.

THE Provincial Engineer, Eastern Division, Badulla, and the District Engineer, Badulla, will receive tenders at their respective offices up to 12 noon on June 30, 1939, for constructing a new quarters for the District Medical Officer, Namunakula.

2. Tenders should be made on forms obtainable on application from the District Engineer, Badulla from whom all particulars can be obtained.

3. Tender forms will only be issued to contractors who are registered in the Public Works Department for this class of work.

Public Works Office, T. H. LEADER,
Colombo, June 5, 1939. for Director of Public Works.

UNOFFICIAL ANNOUNCEMENTS.

THE CEYLON STATE MORTGAGE BANK.

Debentures drawn for Redemption.

NOTICE is hereby given that in pursuance of the conditions upon which Debentures were issued the under-mentioned Debentures were drawn on Wednesday, May 31, 1939, for Compulsory Redemption:—

29014, 29015, 29025, 29026, 29028, 29031, 29033, 29034, 29035, 29038, 29039, 29042, 29045, 29047, 29050, 29051, 29052, 29053, 29054, 29055, 29057, 29062, 29063, 29065, 29066, 29068, 29070, 29071, 29072, 29074, 29076, 29080, 29082, 29085, 29088, 29091, 29095, 29098, 29100, 29103, 29104, 29106, 29107, 29114, 29117, 29126, 29128, 29130, 29136, 29138, 29139, 29140, 29141, 29143, 29145, 29146, 29147, 29149, 29152, 29157, 29160, 29162, 29163, 29165, 29166, 29167, 29168, 29169, 29170, 29178, 29179, 29180, 29182, 29183, 29184, 29194, 29198, 29200, 29202, 29204, 29206, 29207, 29208, 29209, 29210, 29216, 29217, 29219, 29225, 29228, 29229, 29232, 29234, 29236, 29238, 29239, 29240, 29259, 29261, 29262, 29263, 29265, 29266, 29269, 29270, 29271, 29272, 29274, 29275, 29277, 29278, 29282, 29283, 29289, 29293, 29295, 29298, 29300, 29301, 29304, 29306, 29308, 29312, 29324, 29326, 29327, 29330, 29334, 29335, 29341, 29348, 29350, 29357, 29359, 29361, 29362, 29364, 29366, 29381, 29383, 29389, 29394, 29400, 29401, 29408, 29412, 29413, 29417, 29421, 29423, 29432, 29433, 29434, 29443, 29445, 29446, 29448, 29451, 29453, 29455, 29456, 29457, 29464, 29470, 29471, 29472, 29473, 29475, 29476, 29479, 29480, 29483, 29482, 29483, 29484, 29485, 29486, 29487, 29489, 29498, 29500, 29504, 29512, 29513, 29514, 29515, 29516, 29517, 29518, 29519, 29520, 29521, 29522, 29523, 29524, 29525, 29526, 29527, 29528, 29529, 29530, 29531, 29532, 29533, 29534, 29535, 29546, 29549, 29550, 29556, 29557, 29558, 29559, 29560, 29563, 29564, 29565, 29577, 29579, 29581, 29582, 29583, 29584, 29588, 29589, 29591, 29593, 29597, 29598, 29599, 29601, 29602, 29603, 29610, 29611, 29612, 29613, 29614, 29620, 29630, 29631, 29654, 29664, 29665, 29666, 29667, 29668, 29683, 29684, 29685, 29686, 29687, 29688, 29689, 29690, 29691, 29692, 29698, 29699, 29700, 29701, 29705, 29711, 29714, 29715, 29722, 29723, 29730, 29733, 29756, 29757, 29758, 29759, 29760, 29761, 29762, 29768, 29769, 29770, 29772, 29778, 29779, 29781, 29782, 29783, 29784, 29785, 29786, 29799, 29809, 29811, 29812, 29813, 29814, 29822, 29828, 29829, 29830, 29833, 29834, 29837, 29838, 29839, 29842, 29843, 29844, 29845, 29846, 29847, 29848, 29849, 29850, 29851, 29852, 29854, 29858, 29862, 29868, 29872, 29873, 29877, 29881, 29887, 29893, 29903, 29904, 29905, 29909, 29918, 29926, 29927, 29928, 29929, 29930, 29933, 29934, 29937, 29938, 29944, 29945, 29946, 29947, 29948, 29950, 29961, 29962, 29965, 29966, 29981, 29988, 29991, 29992, 29993, 29994, 29995, 29996, 29997, 29999, 30001, 30002, 30003, 30004, 30005, 30006, 30007, 30008, 30009, 30010, 30011, 30013, 30014, 30015, 30026, 30033, 30034, 30043, 30044, 30045, 30046, 30047, 30048, 30049, 30050, 30052, 30053, 30057, 30058, 30059, 30060, 30061, 30062, 30063, 30080, 30081, 30082, 30083, 30092, 30093, 30094, 30098, 30100, 30135, 30156, 30158, 30159, 30162, 30171, 30176, 30190, 30191, 30192, 30193, 30194, 30195, 30196, 30197, 30202, 30203, 30204, 30206, 30207, 30208, 30209, 30210, 30211, 30212, 30213, 30214, 30216, 30221, 30222, 30223, 30224, 30225, 30226, 30229, 30234, 30235, 30243, 30244, 30245, 30246, 30247, 30248, 30249, 30250, 30253, 30254, 30255, 30256, 30257, 30258, 30259, 30260, 30270, 30271, 30272, 30273, 30274, 30275, 30276, 30278, 30279, 30294, 30295, 30296, 30297, 30298, 30299, 30300, 30301, 30304, 30305, 30308, 30309, 30310, 30311, 30313, 30314, 30324, 30325, 30327, 30340, 30341, 30342, 30343, 30344, 30360, 30361, 30363, 30365, 30366, 30367, 30368, 30369, 30370, 30371, 30377, 30381, 30388, 30390, 30391, 30393, 30396, 30397, 30398, 30399, 30404, 30408, 30410, 30412, 30413, 30417, 30418, 30420, 30423, 30425, 30427, 30429, 30430, 30436, 30437, 30439, 30440, 30442, 30445, 30448, 30450, 30451, 30457, 30461, 30471, 30472, 30473, 30474, 30475, 30476, 30477, 30479, 30481, 30488, 30490, 30492, 30493, 30498, 30501, 30504, 30507, 30509, 30511, 30514, 30515, 30516, 30517, 30518, 30519, 30520, 30521, 30522, 30524, 30525, 30527, 30533, 30534, 30535, 30540, 30541, 30546, 30547, 30554, 30555, 30559, 30560, 30561, 30562, 30563, 30564, 30566, 30567, 30568, 30569, 30573, 30574, 30586, 30587, 30588, 30590, 30594, 30595, 30596, 30603, 30604, 30605, 30607, 30612, 30613, 30627, 30628, 30629, 30630, 30631, 30632, 30633, 30634, 30635, 30636, 30637, 30638, 30639, 30640, 30645, 30646, 30647, 30648, 30649, 30652, 30653, 30654, 30655, 30658, 30659, 30660, 30665, 30669, 30673, 30679, 30693, 30694, 30697, 30703, 30705, 30706, 30709, 30711, 30712, 30727, 30732, 30734, 30735, 30736, 30737, 30738, 30739, 30740, 30742, 30745, 30748, 30761, 30763, 30764, 30773, 30775, 30776, 30777, 30778, 30781, 30782, 30786, 30787, 30788, 30792, 30793, 30794, 30796, 30808, 30809, 30810, 30811, 30812, 30813, 30814, 30819,

30820, 30821, 30822, 30823, 30824, 30834, 30835, 30836, 30837, 30838, 30839, 30841, 30844, 30846, 30853, 30854, 30858, 30859, 30860, 30866, 30867, 30868, 30869, 30870, 30871, 30873, 30874, 30875, 30877, 30878, 30883, 30888, 30889, 30890, 30897, 30898, 30899, 30902, 30903, 30904, 30906, 30907, 30908, 30909, 30910, 30911, 30912, 30913, 30934, 30935, 30938, 30939, 30940, 30945, 30946, 30947, 30963, 30968, 30970, 30977, 30981, 30982, 30983, 30984, 30985, 30989, 30990, 30991, 30992, 31002, 31003, 31010, 31013.

The above Debentures with interest thereon will be paid off on September 9, 1939, on their being surrendered, after which date interest on them will cease. The Debentures should be forwarded to this office seven clear days before September 9, 1939.

According to the conditions attaching to these Debentures, holders of the Compulsory Redeemed debentures have the prior right to re-invest the Principal amount payable on the compulsory redeemed debentures in our next issue of Debentures (on the terms and conditions of such issue.)

J. TYAGARAJA,
Manager.

Kāloogala (Uva) Estates, Limited.

NOTICE is hereby given that the Thirteenth Annual Ordinary General Meeting of the Shareholders of Kāloogala (Uva) Estates Limited, will be held at the registered office of the Company, The National Mutual Building, Chatham street, Fort Colombo, on Friday, June 16, 1939, at noon.

Business.

1. To receive the Directors' report and the statement of accounts for the twelve months ended March 31, 1939.
2. To elect a Director.
3. To appoint Auditors, and to transact such other business as may be duly brought before the Meeting. (The Transfer Books of the Company will be closed from June 9 to 16, 1939, both days inclusive.)

By order of the Directors,

BOSANQUET & SKRINE, LTD.,
Agents and Secretaries.

A. & E. Motor Transport, Limited.

NOTICE is hereby given that the Fifteenth Annual General Meeting of Shareholders of this Company will be held at the office of the Colombo Commercial Co., Ltd., Slave Island, Colombo, on Tuesday, June 20, 1939, at 11 A.M.

Business.

1. To receive the report of the Directors and statement of accounts for the year ended December 31, 1938.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors.
5. To transact any other business that may be duly brought before the meeting. (The Transfer Books of the Company will be closed from June 13 to 20, 1939, both days inclusive.)

By order of the Directors,

COLOMBO COMMERCIAL COMPANY, LTD.,
Colombo, June 5, 1939. Agents and Secretaries.

Siedles Cineradio, Limited.

NOTICE is hereby given that the Second Ordinary General Meeting of the Shareholders of this Company will be held at 9 and 10, Consistory buildings, Front street, Colombo, on Saturday, June 17, 1939, at 3 P.M., for the following purposes:

1. To receive the Directors' report and the accounts of the Company to March 31, 1939.
2. To elect a Director.
3. To appoint Auditors for the ensuing year.
4. To transact any other business that may be duly brought before the Meeting.

By order of the Board,

R. T. HARRIDANCE,
Colombo, June 5, 1939. Secretary.

The Gamawella Tea & Rubber Company, Limited.

NOTICE is hereby given that the Twenty-third Annual Ordinary General Meeting of the Shareholders of The Gamawella Tea & Rubber Company, Limited, will be held at the Registered Office of the Company, The National Mutual building, Chatham street, Fort, Colombo, on Monday, June 19, 1939, at noon.

Business.

1. To receive the Director's report and the statement of accounts for the twelve months ended March 31, 1939.
 2. To elect a Director.
 3. To appoint an Auditor, and to transact such other business as may be duly brought before the meeting.
- (The Transfer Books of the Company will be closed from June 13 to 19, 1939, both days inclusive).

By order of the Directors,

BOSANQUET & SKRINE, LTD,
Colombo, June 9, 1939. Agents and Secretaries.

The Colombo Fort Land & Building Company, Limited.

NOTICE is hereby given that the Forty-fourth Ordinary General Meeting of the Company will be held at the Registered Office of the Company, 14, Queen street, Fort, Colombo, on Friday, June 23, 1939, at 11 A.M.

Business.

1. To receive the report of the Directors and the accounts of the Company for the year ended April 30, 1939.
2. To declare a Dividend
3. To elect Directors.
4. To appoint Auditors for the current year
5. To transact any other business of which due notice has been given.

The Transfer Books of the Company will be closed from June 16 to 23, 1939, both days inclusive.

By order of the Directors,

WHITTALL & Co,
Colombo, June 9, 1939. Agent and Secretaries.

Auction Sale.*Properties at Old Moor street and Temple Road, Colombo*

UNDER Mortgage Decree in case No. 10,087 in D. C., Colombo, against (1) A. M. Mohamed Sahih and (2) Rahula Umma, widow of Sime Lebbe Abdul Lathief of 95, Maradana road, Colombo, for the recovery of the amount of the decree, I shall sell by public auction on Saturday, July 1, 1939, at 4 P.M. at the spot:—

- (1) An undivided 17/24 shares of all that house and ground presently bearing assessment No. 227, situated at Old Moor street, Colombo; extent 7.95 perches.

Same day at 5 p.m. at the spot.

- (2) An undivided 17/24 shares of all that allotment of land, with the buildings thereon, presently bearing assessment No. 204 and 206, situated at Temple road, Colombo; extent 4 perches.

Further particulars from S. Somasundara, Esq., Proctor and Notary, Colombo, or from me.

17, Belmont street,
Colombo, June 6, 1939.

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

Auction Sale.

A Residential House Property at Watarappola Road with Electric Lights, close to St. Thomas' College, Mount Lavinia.

UNDER Mortgage Decree in case No. 8,929M, D. C., Colombo, against M. A. Fernando of Mount Lavinia for the recovery of the amount of the decree, I shall sell by public auction on Friday, June 30, 1939, at 5 P.M. at the spot:—

1. All the portion marked lot B of the land called Kongahawatta, with everything thereon, situated at Watarappola; extent 31 32/100 perches.

2. All that divided portion marked D in plan No. 2,364, of the land called Kahatagahawatta A and B, with the trees and buildings thereon, bearing assessment No. 255, situated at Watarappola, within Dehiwala-Mount Lavinia U. D. C.; extent 16 71/100 perches.

Both these blocks contiguous and now form one property.

For further particulars apply to J. P. Salgado, Esq., Proctor and Notary, Colombo, or to me—

17, Belmont street,
Colombo, June 6, 1939.

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

Auction Sale.

BY virtue of commission issued to me in case No. 7,318 of the District Court of Colombo, I shall sell for the recovery of the amount thereon stated, on Saturday, July 1, 1939, commencing at 10 A.M. at the respective spots, the following properties, to wit:— (1) Undivided 1/3 share out of 2/3 share of Beliattekumbura at Godagedera in Meda pattu of Salpiti Korale; extent about 3 bushels paddy sowing; (2) undivided 1/3 share out of undivided 2/3 share of Beliattekumbura at Godagedera; extent about 12 kurunies paddy sowing; (3) undivided 1/3 share out of undivided 2/3 share of 1/5 portion towards the eastern side of Beliattekumbura, about 10 kurunies paddy sowing; (4) undivided 1/3 share out of undivided 2/3 share of the portion of Beliattekumbura at Godagedera aforesaid, extent about 2 bushels paddy sowing; (5) undivided 1/3 share out of undivided 2/3 share of the 1/2 share of Keenagahakumbura at Godagedera, about 12 kurunies paddy sowing; (6) undivided 1/3 share out of undivided 2/3 share of portion of Midgahaliyadda at Kidagammulla in Meda pattu aforesaid, about 6 kurunies; (7) undivided 1/3 share out of 1/2 share of Ambagahakumbura at Kidagammulla aforesaid, about 1 bushel and 2 pecks paddy sowing; (8) undivided 1/3 out of undivided 2/3 of Ambagahakumbura at Kidagammulla aforesaid, about 2 bushels and 1 peck paddy sowing; (9) undivided 1/3 out of undivided 2/3 of Eeriyagahakumbura at Kidagammulla, extent about 1 bushel and 2 pecks paddy; (10) undivided 1/3 of 2/3 of Eeriyagahakumbura at Kidagammulla, about 2 bushels paddy; (11) undivided 1/3 of 1/2 of Eeriyagahakumbura at Kidagammulla, about 1 bushel and 2 pecks paddy; (12) undivided 1/3 of 1/2 of Eeriyagahakumbura at Kidagammulla, about 2 bushels paddy; (13) undivided 1/3 of 2/3 of Andakumbura at Kidagammulla, about 15 kurunies paddy; (14) undivided 1/3 of 2/3 of Ambagahakumbura at Kidagammulla, about 6 beras paddy; (15) undivided 1/3 of 2/3 of Ambagahakumbura at Kidagammulla, about 6 beras paddy, and (16) undivided 1/3 of 2/3 of Ambagahakumbura at Kidagammulla, about 12 beras of paddy.

C. P. AMERESINGHE,
Commissioner.

167, Hultsdorf.

Auction Sale.

ON the instructions from the District Court of Avissawella, in case No. 2,177, I shall sell by public auction on Saturday, July 1, 1939, at the respective spots, the following properties situated at Digala of Atulugam korale, to wit:—

At 9.30 a.m.—(1) An undivided 3/20 share of the contiguous lands called Dayapokunehena, Kahatatennehena, Dodungahena, and Hurmandiyagawahena forming one property, now garden, of forty acres in extent, and registered F 43/266.

At 11 a.m.—(2) An undivided 1/3 share of the contiguous lands called Edandamoderahenyaya, Habaralaketuwehenyaya, Katukitulgalehenyaya and Panaketugalagawahenyaya forming one property, now garden, of 25 amunams of paddy sowing extent, and registered F 46/135.

Commencing at 2 p.m. the following allotments of land.

The following lots of the lands called Hirnbutupolehena, Paranawatta, Halapandenikandehena and Kalutenuchena forming one property and depicted in plan filed of record in case No. 5,390, D. C., Kegalla, viz. :—

- (3) Lot 3 in extent 3 acres and 20 perches.
- (4) Lot 3A in extent 1 acre 3 roods and 32 perches.
(Lots 3 and 3A are contiguous)
- (5) Lots 3B and 3C in extent 3 acres 3 roods and 3 perches.
- (6) Lot C in extent 1 acre 3 roods and 32 perches.
- (7) Lot C 1 in extent 1 acre 1 rood and 34 2/5 perches.
- (8) Lot B 1 in extent 3 acres 3 roods and 30 perches.
(Lots C 1 and B 1 are contiguous).

For further particulars apply to L. V. B. de Jacolyn, J.P., U.P.M., Crown Proctor, Avissawella, or to me—

REGINALD STEPHEN DRIEBERG,
Auctioneer and Broker.

Auction Sale under Mortgage Decree in D. C., Kalutara.

C. A. Perera of Ratnapura Plaintiff.
No. 21,033. 36 Vs.

J. D. P. P. Goonetilleke, ex P. V. of Talpitiya . . Defendant.

BY virtue of the order to sell issued to me in the above case, for the recovery of Rs. 6,000 interest and costs Rs. 232, I shall sell by public auction at the respective spots on Saturday, July 1, 1939, commencing at 10 A.M. :—

- (1) Lot B of Hotayawatta and buildings at Talpitiye in Panadure totamine bounded north lot A, east Galle road, south lot C, west old road, extent 2 roods and 21 33/42 perches, as per plan No. 1942 of January 2, 1931, of B. M. F. Caldera, Surveyor.
- (2) Lot C of Hotayawatta; bounded north lot B, east Galle road, south lot D, west old road *alias* Dombagahawatta, extent 3423/28 as per plan No. 1,942.
- (3) Undivided 13/112 part of trees of first plantation of Hotayawatta, extent 1 acre 1 rood and 25 perches.

Pinwatta lands :—commencing at 11.15 a.m.

(4) Gorakagahawatta; bounded north Bulugahawatta, east land of M. Lediris Silva, south Gulugahawatta, west Ambagahawatta, extent about 1 acre.

(5) Dawatagahawatta *alias* Gulugahawatta; bounded north Gorakagahawatta and Ambagahawatta, east Delgahawatta and Lindamulawatta, south Dawatagahawatta, west Kogahawatta, extent 3 roods and 35 perches.

(6) Kogahawatta; bounded north Delgahawatta and Ambagahawatta, east Ambagahawatta and Dawatagahawatta, south and west cart road, extent 3 roods and 32 perches.

Lands 4, 5, and 6 cinnamon, all adjoining and forms one property.

For further particulars please apply to O. G. D'Alwis, Esq., J.P., U.P.M., Crown Proctor, Kalutara, or—

Wadduwa, A. H. SENARATNE,
June 7, 1939. Commissioner and Auctioneer.

Auction Sale under Partition Decree.

BY virtue of a commission issued to me in D. C., Galle, case No. 34,219, I shall sell by public auction the following properties on Saturday, July 15, 1939, commencing at 9 A.M. at the spot, to wit :—Lots 1, 12, 13 and lots 16 to 20 as one block of the land called Godawatta *alias* Gederawatta, situated at Batuwanenna in Elpitiya in Bentota Walallawiti korale of Galle District; in extent 6 acres and 25 perches as per plan No. 454 filed of record.

Peraliya, A. KAVIS DE SILVA,
Hikkaduwa, June 5, 1939. Auctioneer.

13 Auction Sale under Mortgage Decree in D. C., Galle, Case No. 37,235.

BY virtue of the commission issued to me in the above case for the amount decreed therein, I shall sell by public auction on June 27, 1939, at 11 A.M. at the spot the following property, to wit :—

An undivided 9/12 share of the soil and trees of the defined lot 1 of the land called Dondynburg *alias* Korale-walauwewatta *alias* Basparangiyawatta, situate at Kaluwella, in extent 1 rood and 14 26 perches, together with the buildings thereon bearing Municipal assessment No. 21/4.

4, Layn Baan street, Fort, A. GOONEWARDENA,
Galle, June 2, 1939. Auctioneer.

Auction Sale.

UNDER mortgage decree in D. C. Galle, case No. 27,986, I shall sell by public auction at the time and place hereunder mentioned on July 3, 1939, the following premises :—

Commencing at 10 A.M. at the spot.

(1) All those the two contiguous lots marked 217B and 217C of Kundawattepitakattiya; extent 7 acres 3 roods and 8 perches, (2) 3 contiguous allotments marked 227A, 227B, and 227C of Ambagahagodella; extent 5 acres and 15 perches, situated at Ectalawa in Dakunu Maha pattuwa in Pasdun korale east in Kalutara District.

Commencing at 11 A.M. at the spot.

(3) Land called Olagoda Deniya; extent 3 acres 1 rood and 1 perches, situated at Meegahatenna in Dakunumaha pattu aforesaid, (4) Bemmannedeniya, situated at Meegahatenna aforesaid; extent 1 acre 3 roods and 28 perches, (5) an undivided 1/2 of Andawalakanda *alias* Pattaragahena, situated

A 4

at Meegahatenna aforesaid; extent 3 roods and 34 perches and (6) Pashaulhene Deniya, situated at Meegahatenna aforesaid; extent 5 acres and 13 perches

For further particulars please apply to H. de S. Kularatne, Esq., Proctor, Supreme Court, and Notary Public, Galle, or to me—

Ambalangoda, May 30, 1939. G. SIEBEL DE SILVA,
Commissioner.

Auction Sale.

UNDER mortgage decree in D. C., Galle, case No. 34,140, I shall sell by public auction on July 1, 1939, commencing at 4 P.M. at the spot, the following premises :—

All that defined lot V of Palkiyebodawatta together with the buildings and everything thereon, situated at Nambimulla in Ambalangoda in the Wellabada pattu of Galle District; and containing in extent 5 03 perches.

For further particulars please apply to N. H. de Silva, Esq., Proctor, Supreme Court, and Notary Public, Ambalangoda or to me—

Ambalangoda, May 30, 1939. G. SIEBEL DE SILVA,
Commissioner.

Auction Sale.

UNDER mortgage decree in D. C., Galle, case No. 36,081, I shall sell by public auction on July 5, 1939, commencing at 9.30 A.M. at the respective spots, the following premises :—

(1) All that undivided one half part of the soil and soil share trees of the land called the eastern portion of Kaludurapitiyewatta, situated at Brahmanawatta in Bentota Walallawiti korale, Galle District; extent 2 roods and 20 perches.

(2) All that undivided 1/2 part together with the entirety of the 21 cubits house standing thereon of the land called lot A of Hulanbedde Mudriyansegewatta, situated at Welikadamulla in Bentota Walallawiti korale aforesaid; extent 2 roods and 18 7/10 perches.

Ambalangoda, May 30, 1939. G. SIEBEL DE SILVA,
Commissioner.

Auction Sale.

UNDER partition decree in D. C., Galle, case No. 27,161, I shall sell by public auction on July 22, 1939, commencing at 9.30 A.M. at the spot the following premises :—

All that allotment of land called lots A and D of Hulanbaduwatta, situated at Malawenna in Wellaboda pattu of Galle District; extent 2 acre 3 roods and 9 perches. The said land will be sold in 12 separate blocks as per plan 1040A, dated February 23, 1932, and made by Mr. John A. de Silva, Licensed Surveyor, and in terms of the partition Ordinance No. 10 of 1863.

Ambalangoda, May 30, 1939. G. SIEBEL DE SILVA,
Commissioner.

16 Auction Sale in D. C., Batticaloa, 134 M.

BY virtue of commission issued, I shall auction the following, on June 30, 1939, at the spots :—

(1) At 9 a.m.—The eastern share of the paddy land called Kaddappadi Northpoomi, No. T 135, situated at Mallikaitivu, in extent 7 acres 8 roods and 10 perches.

(2) At 4 p.m.—The south-eastern share of Pulianoda i Vely, situated at Theyanvaddikandam, Sammanturapattu, bounded north by share of this, east by Paddamputtu aru, south by item 3, west by Vadichal; in extent 6 1/2 acres.

(3) At 4.30 p.m.—The land called Mayathuputty Vayal adjoining item 2; in extent northern and southern sides 165 fathoms, eastern side 18 1/2, western 7 1/2, middle 46 1/2, eastern 26 1/2 with all rights.

Batticaloa, June 5, 1939. S. A. SELVANAYAGAM,
Auctioneer and Broker.

Application for Enrolment as an Advocate.

I, Joseph Anthony Prince Cherubim, of "Cherubim House", Jaffna, do hereby give notice that I shall, six weeks hence, apply to the Honourable the Acting Chief Justice and to the Honourable the Puisne Justices of the Supreme Court of Ceylon to be admitted to the Bar and enrolled an Advocate of the said court.

"Aquinas Hall", J. A. P. CHERUBIM.,
Havelock road, Havelock Town.

ජාතික පුස්තකාල හා ප්‍රේමික මධ්‍යස්ථ නිල

10 Application for Enrolment as an Advocate.

I, Cuda-Banda Walgampaya, B.A. (Lond.) of Naranwela Walauwa, Peradeniya, presently residing at The Atelier, Reid Avenue, Colombo, do hereby give notice that I shall six weeks hence apply to the Honourable the Acting Chief Justice and the other Honourable Judges of the Supreme Court of Ceylon to be admitted and enrolled as an Advocate of Their Lordships' court.

The Atelier, Reid Avenue,
Colombo, June 5, 1939.

C. B. WALGAMPAYA.

9 Application for Enrolment as an Advocate.

I, Antony Christopher Augustus Alles of "Laurentum", Ward place, Colombo, do hereby give notice that, six weeks hence, I shall apply to the Honourable the Acting Chief Justice and other Judges of the Supreme Court of Ceylon, to be admitted and enrolled as an Advocate of the said court.

"Laurentum"

A. C. ALLES.

Ward place, Colombo, June 2, 1939.

I, Mootatamby Swaminathan of 119, Rosmead place, Colombo, do hereby give notice that six weeks hence, I shall apply to the Honourable the Chief Justice and the Honourable Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled as an Advocate of their Lordship's court.

M. SWAMINATHAN.

9 Application for Enrolment as a Proctor.

I, Abdulla Jiffry Mohamed of "St. Yehyas", Matara, presently of "Windsor Hall", Hulftsdorp, Colombo, do hereby give notice that I shall, six weeks hence, apply to the Honourable the Chief Justice and the other Judges of the Supreme Court of the Island of Ceylon to be duly admitted and enrolled as a Proctor of their Lordships' court.

June 2, 1939.

A. J. MOHAMED.

Application for Enrolment as a Proctor.

I, Chellappah David Singaratnam of Old Castle, Kopay, Jaffna, and presently residing at 17, Frances road, Wellawatta, in Colombo, do hereby give notice that I shall, six weeks hence, apply to the Honourable the Chief Justice and the other Judges of the Supreme Court of the Island of Ceylon to be duly admitted and enrolled as a Proctor of the said court.

C. D. SINGARATNAM.

8 Application for Enrolment as a Proctor.

I, Godfrey Malcolm Udalagama of "Kahanda Walauwa", Weragama, Matale, presently of Mutwal, do hereby give notice that I shall, six weeks hence, apply to the Honourable the Acting Chief Justice and the other Judges of the Supreme Court of the Island of Ceylon to be duly admitted and enrolled as a Proctor of their Lordships' court.

June 6, 1939.

G. M. UDALAGAMA.

Application for Enrolment as a Proctor.

I, Charles Solomon Arthur Samarakkody of "Sorodoven", Gampaha, do hereby give notice that six weeks hence I shall apply to the Honourable the Chief Justice and other Judges of the Honourable the Supreme Court of the Island of Ceylon to be admitted and enrolled as a Proctor of the said court.

"Sorodoven", Gampaha.

C. S. A. SAMARAKKODY.

Application for Enrolment as a Proctor.

I, Carl Hugh Ohlms of "Hildeshelm", Mount Lavinia, do hereby give notice that I shall six weeks hence, apply to the Honourable the Chief Justice of the Island of Ceylon and the Judges of the Supreme Court thereof to be admitted and enrolled a Proctor of the said court.

June 9, 1939.

C. H. OHLMS.

Application for Enrolment as a Proctor.

I, Kadirvelpillai Robert Navaratnam of 1/AWewelpitiya road, Kandy, presently of 37, Castle lane, Bambalapitiya, do hereby give notice that I shall six weeks hence, apply to the Honourable the Chief Justice and other Judges of the Supreme Court of the Island of Ceylon to be duly admitted and enrolled as a Proctor of Their Lordships' court.

June 7, 1939.

K. R. NAVARATNAM.

8 Application for Enrolment as a Proctor.

I, Chelliah Thiagarajah of Kandupapalle, Matale, presently of 31, Ferry street, Hulftsdorp, Colombo, do hereby give notice that I shall, six weeks hence, apply to the Honourable the Chief Justice and the other Judges of the Supreme Court of the Island of Ceylon to be duly admitted and enrolled as a Proctor of Their Lordships' court.

C. THIAGARAJAH.

APPLICATION FOR FOREIGN LIQUOR LICENCES, &c.

I do hereby give notice that I have on June 5, 1939, applied to the Honourable the Government Agent, Western Province, for the licence shown in the schedule hereto annexed for the licensing period ending September 30, 1940, in compliance with Excise Notification No. 200 of September 30, 1930.

Schedule.

Name and address of applicant: B. M. Fonseka.

Description of licence applied for: Hotel and Bar (public).
State whether application is for renewal of existing licence or licences or for a new licence or licences: Renewal.
Situation of premises to be licensed: 388, Union place, Colombo.

B. M. FONSEKA,

By his attorney,
D. FONSEKA.

We hereby give notice that we have on May 10, 1939, applied to the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1940, in compliance with Excise Notification No. 200 of September 30, 1930.

Schedule.

Name and address of applicants: Negris & Co., 114, Negris building, Colombo.

Description of licence applied for: Retail.

State whether application is for renewal of existing licence or licences or for a new licence or licences: Renewal of existing licence.

Situation of premises to be licensed: 114, Negris building, York street, Colombo.

NEGRIS & Co.

We hereby give notice that we have on June 2, 1939, applied to the Government Agent, Western Province, Colombo, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1940, in compliance with Excise Notification No. 200 of September 30, 1930.

Schedule.

Name and address of applicant: Delmege Forsyth & Co., Ltd., 101, Suduwella Stores, Rudd's lane, Maradana.

Description of licences applied for: Wholesale and retail off.

State whether application is for renewal of existing licence or licences or for a new licence or licences: Renewal.

Situation of premises to be licensed: 101, Suduwella Stores, Rudd's lane, Maradana.

FOR DELMEGE, FORSYTH & CO., LTD.,

A. HURST.

We hereby give notice that we have on May 26, 1939, applied to the Government Agent, Western Province, for the licences shown in the schedule hereto annexed, for the licensing period ending September 30, 1940, in compliance with the Excise Notification No. 200 of September 30, 1930.

Schedule.

Name and address of applicant: The Galle Face Hotel Company, Limited, Colpetty, Colombo.

Description of licences applied for: One Hotel licence, one Bar licence (Hotel), three Auxiliary Bar licences (Hotel).

State whether application is for renewal of existing licence or licences or for a new licence or licences: Renewal of existing licences.

Situation of premises to be licensed: Galle Face Hotel, Colpetty.

For The Galle Face Hotel Co., Ltd.,

JOHN C. ROBERTSON, C.A.

Secretary.

I hereby give notice that I have on May 26, 1939, applied to the Government Agent, Western Province, Colombo, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1940, in

compliance with Excise Notification No. 200 of September 18, 1930.

Schedule.

Name and address of applicant : A. G. Gomez.

Description of licence applied for : Foreign liquor retail off, medicated wines, and rectified spirits.

State whether application is for renewal of existing licence or licences or for a new licence or licences : Renewal of existing licences.

Situation of premises to be licensed : 47, Main street, Negombo.

A. G. GOMEZ,
per pro. M. J. GOMEZ & Co.

We hereby give notice that we have on June 1, 1939, applied to the Government Agent, Western Province, for the licences shown in the schedule hereto annexed, for the licensing period ending September 30, 1940 :—

Schedule.

Name and address of applicants : Cargills, Ltd., 18, 34, 48/50, York street, Colombo.

State whether application is for renewal of existing licences or for new licences : Renewal of existing licences.

Description of the Licence or Licences applied for. Situation of Premises to be licensed.

- | | |
|--|--|
| (1) Wholesale licence for the sale of foreign liquor ; (2) Retail licence for the sale of foreign liquor ; (3) Licence for bottling foreign liquor ; (4) Licence for the sale of rectified spirits | 18, 34, 48/50, York street, Colombo |
| (1) Wholesale licence for the sale of foreign liquor ; (2) Retail licence for the sale of foreign liquor ; (3) Licence for the sale of rectified spirits | 1 and 2, Alexandra place, Colombo |
| (1) Licence for the sale of rectified spirits ; (2) Licences for the sale of medicated wines | Cargills Pharmacy, Galle Face Hotel premises |

CARGILLS, LTD.

I hereby give notice that we have on the 1st instant applied to the Government Agent, Western Province, for the licences shown in the schedule hereto annexed, for the licensing period ending September 30, 1940, in compliance with Excise Notification No. 200 of September 30, 1930 :—

Schedule.

Name and address of applicant : Mrs. A. S. Ephraums, Mount Lavinia Hotel.

Description of licences applied for : Hotel licence and two bars.

State whether application is for renewal of existing licence or licences or for a new licence or licences : Renewal.

Situation of premises to be licensed : Mount Lavinia, Colombo District.

MRS. A. S. EPHRAUMS,
By her Attorney, C. H. BRIGGS,
Grand Hotel, Mount Lavinia.

June 1, 1939.

We hereby give notice that we have on June 1, 1939, applied to the Government Agent, Western Province, for the licences showing in the schedule hereto annexed, for the licensing period ending September 30, 1940.

Schedule referred to.

Name and address of applicant : The Colombo Apothecaries Co., Ltd., Fort, Colombo.

Description of licences applied for : (1) Wholesale licences for the sale of foreign liquor, (2) Retail licences for the sale of foreign liquor, (3) Licences for the sale of rectified spirits, (4) Licences for the sale of medicated wines.

This application is for the renewal of existing licences. Premises to be licensed, 33 to 37, Prince street, Fort, Colombo.

The Colombo Apothecaries Co., Ltd.,
ARTHUR J. PRIOR.

Colombo,
June 1, 1939.

I hereby give notice that I have on June 1, 1939, applied to the Government Agent, Western Province, for the licences shown in the schedule hereto annexed, for the licensing period ending September 30, 1940, in compliance with Excise Notification No. 200 of September 18, 1930.

Schedule.

Name and address of applicant : A. S. F. Wijeyagoone-ratne, 91, Prince street, Pettah, Colombo.

Description of licences applied for : Wholesale licence, retail off licence and bottling licence.

State whether application is for renewal of existing licence or licences or for a new licence or licences : Renewal of existing licences.

Situation of premises to be licensed : 91, Prince street, Pettah, Colombo.

A. S. F. WIJYAGOONERATNE.

I hereby give notice that I have on May 27, 1939, applied to the Government Agent, Central Province, Kandy, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1940, in compliance with Excise Notification No. 200 of September 30, 1930.

Schedule.

Name and address of applicant : W. T. F. Fernando, "Pema Nilassa", Laksapathiya, Moratuwa.

Description of licence applied for : Retail.

State whether application is for renewal of existing licence or licences or for a new licence or licences : For renewal of existing licence.

Situation of premises to be licensed : Galagedara.

W. T. F. FERNANDO.

We hereby give notice that we have on June 1, 1939, applied to the Government Agent, Central Province, Kandy, for the licences shown in the schedule hereto annexed, for the licensing period ending September 30, 1940 :—

Schedule.

Name and address of applicants : Cargills, Ltd., 18, 34, 48/50, York street, Colombo.

Description of the licences applied for : (1) Wholesale licence for the sale of foreign liquor ; (2) Retail licence for the sale of foreign liquor ; (3) Licence for the sale of rectified spirits.

State whether application is for renewal of existing licences or for a new licence : Renewal of existing licences.

Situation of premises to be licensed : 34, Ward street, Kandy.

CARGILLS, LTD.

We hereby give notice that we have on June 1, 1939, applied to the Assistant Government Agent, Nuwara Eliya, for the licences shown in the schedule hereto annexed, for the licensing period ending September 30, 1940 :—

Schedule.

Name and address of applicants : Cargills, Ltd., 18, 34, 48/50, York street, Colombo.

Description of the licences applied for : (1) Wholesale licence for the sale of foreign liquor ; (2) Retail licence for the sale of foreign liquor ; (3) Licence for the sale of rectified spirits.

State whether application is for renewal of existing licences or for a new licence : Renewal of existing licences.

Situation of premises to be licensed : 16, Uda Fussellawa road, Nuwara Eliya.

CARGILLS, LTD.

I hereby give notice that I have on June 3, 1939, applied to the Assistant Government Agent of Nuwara Eliya, for the licence shown in the schedule hereto annexed for the licensing period ending September 30, 1940, in compliance with Excise Notification No. 200 of September 30, 1930.

Schedule.

Name and address of applicant : D. Dias Kodikara, Wootton Bazaar, Kotagala.

Description of licence applied for : Beer and Stout.

State whether application is for renewal of existing licence or licences or for a new licence or licences : Renewal of existing licence.

Situation of premises to be licensed : 14, Wootton Bazaar, Kotagala.

D. DIAS KODIKARA.

We, The Nuwara Eliya Hotels Company, Limited, hereby give notice that we have on May 24, 1939, applied to the Assistant Government Agent, Nuwara Eliya, for the licences shown in the schedule hereto annexed for the licensing period ending September 30, 1940, in compliance with Excise Notification No. 200 of September 30, 1930.

Schedule.

Name and address of applicant : Mrs. I. Fotheringham, Manageress, The Nuwara Eliya Hotels Company, Limited, Grand Hotel, Nuwara Eliya.

Description of licence applied for: Hotel and Bar, Auxiliary (Bar) licences for the Grand Hotel, Nuwara Eliya.

Whether application is for a renewal of existing licence or licences or for a new licence or licences: Renewal of existing licences.

Situation of premises to be licensed: Nuwara Eliya.

I. FOTILDRINGHAM.

We hereby give notice that we have on May 31, 1939, applied to the Assistant Government Agent of Nuwara Eliya, for the licence shown in the schedule hereto annexed for the licensing period ending September 30, 1940, in compliance with the Excise Notification No. 200 of September 30, 1930.

Schedule.

Name and address of applicants: T. L. Jusey Perera and K. P. Tudor de Silva.

Description of licence applied for: Retail licence for sale of foreign liquor not to be consumed on the premises.

State whether application is for renewal of existing licence or licences or for a new licence or licences: For renewal.

Situation of premises to be licensed: 45, of Padiya-pelella.

T. L. JUSEY PERERA.

I hereby give notice that I have on May 31, 1939, applied to the Assistant Government Agent, Nuwara Eliya, for the licence shown in the schedule hereto annexed for the licensing period ending September 30, 1940, in compliance with Excise Notification No. 200 of September 30, 1930:—

Schedule.

Name and address of applicant: Panniah Peries, 14, Lawson street, Nuwara Eliya.

Description of licence applied for: Retail licence for sale of foreign liquor.

State whether application is for renewal of existing licence or licences or for a new licence or licences: Renewal of existing licence.

Situation of premises to be licensed: 14, Lawson street, Nuwara Eliya.

STANISLAUS CORERA.

I hereby give notice that I have on May 31, 1939, applied to the Assistant Government Agent, Nuwara Eliya, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1940, in compliance with Excise Notification No. 200 of September 30, 1930:—

Schedule.

Name and address of applicant: Stanislaus Corera, Nuwara Eliya.

Description of licence applied for: Bar and Hotel licence for Pedro Hotel.

State whether application is for renewal of existing licence or licences or for a new licence or licences: Renewal of existing licence.

Situation of premises to be licensed: 39, Old Bazaar street, Nuwara Eliya.

STANISLAUS CORERA.

We hereby give notice that we have on May 31, applied to the Assistant Government Agent, Nuwara Eliya, and Government Agent, Province of Uva, respectively for the licences shown in schedule hereto annexed for the licensing period ending September, 1940:—

Schedule referred to.

Name and address of applicants: Walker & Greig, Ltd.

Description of licences applied for: Rectified spirits, medicated wines.

State whether application is for renewal of existing licences, or for new licences: For renewal of existing licences.

Situation of premises to be licensed: Premises bearing assessment No. 46, in Tillicoultry; premises bearing assessment No. 965, Jail lane, Badulla; and premises bearing assessment No. 76 in Haputale.

WALKER & GREIG, LTD.,
C. D. THOMSON,
Acting Secretary.

We hereby give notice that on June 1, 1939, we have applied to the Assistant Government Agent, Eastern Province, Trincomalee, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1940:—

Schedule.

Name and address of applicants: J. M. S. Miranda & Bros., 70, Dockyard street, Trincomalee.

Description of licence applied for: Retail, for the sale of foreign liquor including locally made malt liquor not to be consumed on the premises.

State whether application is for renewal of existing licence or for a new licence: Renewal.

Situation of premises to be licensed at: 70, Dockyard street, Trincomalee.

J. M. S. MIRANDA & BROS. (Applicant),

By their attorney,
GEO. R. BROWN.

We hereby give notice that on June 1, 1939, we have applied to the Government Agent, Province of Uva, Badulla, for the licences shown in the schedule hereto annexed, for the licensing period ending September 30, 1940:—

Schedule.

Names and addresses of applicants: Messrs. E. H. Macgregor and Jacob Soris, 18, 34, 48/50, York street, Fort, Colombo, and Badulla.

Description of licence applied for: Retail, for the sale of foreign liquor including locally made malt liquor not to be consumed on the premises.

Situation of premises to be licensed at: 761, Lower street, Badulla.

E. H. MACGREGOR.
JACOB SORIS.

I hereby give notice that I have on June 2, 1939, applied to the Assistant Government Agent, Kegalla, for the licence shown in the schedule hereto annexed for the licensing period ending September 30, 1940, in compliance with Excise Notification No. 200 of September 30, 1930.

Schedule.

Name and address of applicant: A. S. V. Asaipillai, Bulathkohupitiya.

Description of licence applied for: Retail licence for the sale of foreign liquor.

State whether application is for renewal of existing licence or licences or for a new licence or licences: For renewal of existing licence.

Situation of premises to be licensed: Bulathkohupitiya.

A. S. V. ASAIPILLAI.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Ng/Asgiriya Sinhalese Mixed School (B. T. S.)

NOTICE is hereby given that the above school situated in the Alutkuru korale north, Negombo District of the Western Province, under the management of the Colombo Buddhist Theosophical Society, Ltd., has been registered as a grant-in-aid school with effect from April 1, 1938.

Education Office,
Colombo, May 26, 1939. R. PATRICK,
Acting Director of Education.

Change of Management.

NOTICE is hereby given that the Rev. H. R. Cornish has been appointed General Manager of the Schools mentioned below in place of the Rev. A. S. Beaty.

Schools referred to: Schools of the Methodist Church, South Ceylon District.

Education Office,
Colombo, June 5, 1939. R. PATRICK,
Acting Director of Education.

Vacancies for Medical Officers, Department of Medical and Sanitary Services.

APPLICATIONS are invited from qualified Ceylonese Medical Practitioners (men as well as women) possessing a medical degree or diploma registrable in the United Kingdom for service as Grade Medical Officers in the Department of Medical and Sanitary Services. Appointments will be made only as vacancies occur.

Pending the consideration of the cadre of the Department by the Retrenchment Commission, appointments will, in the first instance, be made on a purely temporary basis on a salary of Rs. 4,200 per annum without increments in each case, and the services of the selected candidates will be liable to discontinuance on a month's notice.

Appointments to the permanent Grade are now made on the salary scale Rs. 4,200—Rs. 360—Rs. 7,800 per annum in Grade II. and Rs. 8,160—Rs. 480—Rs. 9,600 per annum in Grade I., but these salaries may be revised.

Appointments to Grade II. will be on two years' probation, and officers will be required to pass an examination, before they are confirmed, in (1) Sinhalese and Tamil (conversation and interpretation) and (2) Rules, Regulations, and Procedure relating to Hospital Administration and Public Health work.

Candidates must be prepared to serve either in the curative or preventive side of the department, as well as in posts in the Quarantine Establishments, including South India, and in the Ceylon Medical College.

The selected candidates will, before appointment, be required to pass a medical examination as to their physical fitness to serve for indefinite periods in any part of the Island.

Applications on forms to be obtained from this office should be addressed to the Director of Medical and Sanitary Services, P. O. Box 500, Colombo, and should be forwarded to reach this office not later than July 8, 1939. Applications not in the prescribed form will not be entertained.

Applications must not be addressed to officers of the Department by name. Applications sent to officers personally will be disqualified. Canvassing in any form will be a disqualification.

Office of the Director of Medical and Sanitary Services,
Colombo, June 5, 1939.

S. T. GUNASEKARA,
Director of Medical and Sanitary Services.

Colonization Officer and 3 Assistant Colonization Officers, Minneriya Development Scheme.

APPLICATIONS for the posts of—

- (a) A Colonization Officer, Minneriya Development Scheme; and
(b) Three Assistant Colonization Officers, Minneriya Development Scheme;
- will be considered if received in writing by the undersigned by 12 noon on June 24, 1939.

2. All four posts will be temporary and non-pensionable.
3. The Colonization Officer will be paid a fixed salary of Rs. 300 per month and a small travelling allowance. An Assistant Colonization Officer will be paid a fixed salary of Rs. 60 per month. All applicants must be physically fit and not more than 40 years of age.

4. Applicants for the post of Colonization Officer should possess considerable agricultural knowledge and experience and ability to control labour. They should be able to converse freely in English, Sinhalese, and Tamil and also read English and Sinhalese. The selected applicant will be required to pass a medical test before appointment and to furnish security in Rs. 2,000 in cash or through a guarantee association.

5. Applicants for the posts of Assistant Colonization Officers should possess a practical knowledge of cultivation of paddy fields and garden crops, and should be able to converse in English, Sinhalese, and Tamil and also read English and Sinhalese. Selected applicants will be required to pass a medical test before appointment and keep and use a bicycle.

6. All four posts will be on six months' probation.

The New Secretariat,
Colombo, June 9, 1939.

C. L. WICKREMESINGHE,
Land Commissioner.

Checking Station under Forest Ordinance, 1907.

IN terms of regulation No. 13 made under section 24 of the Forest Ordinance (Chapter 311), I do hereby give notice that the following Checking Station for forest produce in transit will be established at the under-mentioned place in the Trincomalee District of the Eastern Province, as from June 9, 1939:—

Uppuveli in the Trincomalee District of the Eastern Province.

2. All persons having charge of forest produce in transit will be required to stop at the above-named Checking Station and deliver their passes for the inspection of the Officer/Officers in charge. Any attempt to evade the Checking Station will be an offence punishable under section 25 of the Forest Ordinance (Chapter 311) aforesaid.

The Kachecheri,
Batticaloa, June 5, 1939.

M. PRASAD,
Government Agent.

Rabies.

NOTICE is hereby given that as I am satisfied that there is a danger of rabies in the rural area of the Ratnapura District, the whole District outside the Ratnapura Urban

District Council area is hereby proclaimed from this day under Ordinance No. 7 of 1893 as amended by Ordinance No. 6 of 1929.

Any dog found in any public place or road or any place other than a private building, compound or garden within the said district, and not being tied or led, shall be liable to be destroyed forthwith.

The Kachecheri,
Ratnapura, May 30, 1939.

R. M. DAVIES,
Acting Government Agent.

Registration of Place of Worship for Solemnization of Marriages.

IN pursuance of the provisions of section 10 of the Marriage Registration Ordinance I, Cyril Ernest de Pinto, Registrar-General of Ceylon, do hereby notify that the under-mentioned building, used as a place of public Christian worship, has been duly registered for the solemnization of marriages therein.

Number: 599.

Date of Registration: May 30, 1939.

Description: Blackheath Methodist Church.

Situation: Karunkodditivu. Akkarapattu, Batticaloa District.

Minister, or Proprietor, or Trustee: The Rev. Robert Walker Mc Veigh, Minister.

Religious denomination on whose behalf the building is registered: Methodist Church in Ceylon.

Registrar-General's Office,
Colombo, May 30, 1939.

C. E. DE PINTO,
Registrar-General.

Registration of Place of Worship for Solemnization of Marriages.

IN pursuance of the provisions of section 10 of the Marriage Registration Ordinance I, Cyril Ernest de Pinto, Registrar-General of Ceylon, do hereby notify that the under-mentioned building, used as a place of public Christian worship, has been duly registered for the solemnization of marriages therein.

Number: 598.

Date of Registration: May 30, 1939.

Description: Salvation Army Hall.

Situation: Bankshall street, Jaffna town, Jaffna District.

Minister, or Proprietor, or Trustee: Frank Mortimer, Minister and Trustee.

Religious denomination on whose behalf the building is registered: Salvation Army.

Registrar-General's Office,
Colombo, May 30, 1939.

C. E. DE PINTO,
Registrar-General.

Registration of Place of Worship for Solemnization of Marriages.

IN pursuance of the provisions of section 10 of the Marriage Registration Ordinance, I, Cyril Ernest de Pinto, Registrar-General of Ceylon, do hereby notify that the under-mentioned building, used as a place of public Christian worship, has been duly registered for the solemnization of marriages therein.

Number: 600.

Date of Registration: June 3, 1939.

Description: St. Anthony's Church.

Situation: Wewelwatta Udapattu of Nawadun korale, Ratnapura District.

Minister, or Proprietor, or Trustee: The Rev. Fr. S. M. Pezza, S. J., Minister.

Religious denomination on whose behalf the building is registered: Roman Catholic.

Registrar-General's Office,
Colombo, June 3, 1939.

C. E. DE PINTO,
Registrar-General.

Interruption to Traffic on Main Roads.

NORTH-WESTERN PROVINCE—CHILAW DISTRICT.

Borallessa Bridge, 26th mile Toppu-Puttalam Canal.

IT is hereby notified that Borallessa bridge on 26th mile of the Toppu-Puttalam Canal will be closed for all traffic commencing from July 1, 1939, to July 22, 1939, both days inclusive, to enable repairs to be carried out to the bridge.

2. A ferry boat will be provided for the conveyance of pedestrians only.

Public Works Office,
Colombo, May 31, 1939.

C. H. BRADLEY,
for Director of Public Works.

MUNICIPAL COUNCIL NOTICES.

R 3727

COLOMBO MUNICIPAL COUNCIL.**Sale of Immovable Property.**

NOTICE is hereby given that in the absence of movable property liable to seizure, (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Municipal Commissioner, Colombo, in terms of the 140th clause of the Ordinance, No. 6 of 1910, for arrears of rates due on the premises, and for the period mentioned in the subjoined schedule, will be sold by public auction on the spot on the dates therein mentioned, sale commencing at 8 A.M., unless in the meantime the amount of the rates and costs be duly paid.

The Municipal Office,
Colombo, June 6, 1939.

G. H. N. SAUNDERS,
for Municipal Commissioner.

SCHEDULE.

For 2nd quarter, 1938.—On July 5, 1939, premises No. 522, Dematagoda road.

For 4th quarter, 1938.—On July 5, 1939, premises No. 288, Campbell place. On July 14, 1939, premises No. 228 (6), 63 (17), 63 (15), 276 (22-23), 276 (1-2), 350 (1-3) Modera street; premises Nos. 372 (12), 401 (1-6), 16, 48, 74, 21 (1), 27, 39, 45, 59, 59 (1-2), 69, Ferguson's road; premises Nos. 722, Alutmawatta road; 361 (39), 391 (1), Nagalagam street; premises Nos. 38 (1-3), 38 (4-6), 46, Rajamalwatta lane; premises Nos. 95, 36, 27 (12), Rajamalwatta road; premises Nos. 50, 50 (1-2), St. Bridget's lane; premises No. 54 (1-3), Zavia lane. On July 8, 1939, premises No. 43 (9-10), Maligakanda road. On July 11, 1939,

premises No. 70 (49-54), Temple road. On July 7, 1939, premises Nos. 221 and 223, Maradana road; premises No. 282 Skinners road south. On July 12, 1939, premises Nos. 100 and 100 (1-16), College street; premises No. 41 (2-17), 15th lane, Kotahena; and premises No. 8 (1-4), 8th lane, Kotahena. On July 1, 1939, premises No. 469, Havelock road.

R 3811

Auction Sale of Articles.

NOTICE is hereby given that the under-mentioned movable property seized by virtue of a warrant issued by the Municipal Commissioner of Colombo, in terms of section 137 of the Ordinance, No. 6 of 1910, for arrears of rates due on premises and for the period mentioned in the subjoined schedule, will be sold by public auction at the place and time therein mentioned, unless in the meantime the amount of the rates and costs be duly paid.

The movable property is on view at the Municipal Stores, Darley road, between the hours of 9 A.M. and 4.30 P.M., and will be sold there at 8 A.M., on Monday, June 19, 1939.

G. H. N. SAUNDERS,
for Municipal Commissioner.

SCHEDULE.

For 4th quarter, 1938.—Premises Nos. 31, 33, Leechman lane, 32 and 34, Java lane: 1 E. P. N. S. soup dish. Premises No. 43, Floor's lane: 2 tables, 4 armchairs, 1 tea-poy. Premises No. 99, Maradana road: 8 chairs, 2 settees, 3 arm bentwood chairs, 1 tea-poy, 2 loungers, 6 bentwood chairs. Premises No. 344 (4-18), Jampettah street: 1 bicycle, 1 Singer sewing hand machine. Premises No. 236 (1-12, 14), Old Kolonnawa road: 1 motor car No. Z 947.

June 6, 1939.

GALLE MUNICIPAL COUNCIL.**Minutes of Proceedings of a General Meeting of the Municipal Council of Galle, held at the Municipal Office on Friday, April 21, 1939, at 2.30 p.m. pursuant to notice dated April 13, 1939.**

Present:—Mr. W. J. L. Rogerson, Chairman; Mr. J. E. Perera; Mr. F. Magdon Ismail; Mr. Thomas Amarasuriya; Mr. E. M. Karunaratne; Mr. A. C. Mohammado; Mr. W. Dahanayake; Mr. A. I. H. A. Wahab; Mr. R. L. Ephraums; and Mr. G. Ross Bell.

1. The Minutes of the General Meeting held on March 15, 1939, copies thereof having been furnished to each member, were taken as read and confirmed.

2. To sanction a supplemental vote of Rs. 425 under Head 102—Vehicle Plates and Badges:—Resolved that a supplemental vote of Rs. 425 be sanctioned.

3. To consider letter No. P. W. 206/38 of March 14, 1939, from the Minister for Communications and Works regarding the widening and duplication of the main Colombo-Matara road:—(1) Submitted. (2) Resolved that the matter be deferred for consideration by the new Council.

4. To consider the Supplemental Budget for 1938:—Resolved that the Supplemental Budget for 1938 be passed.

5. The following extracts from the Minutes of the Standing Committees were laid before the Council:—

(a) *Extracts from the Minutes of the Standing Committee on Municipal Works of March 28, 1939.*

(2) Considered tenders for (a) the construction of the intake weir a cross the Madola stream.—Recommended the acceptance of the tender of the Estate & Motor Engineering Co., for Rs. 4,555.31, which is the lowest; (b) the construction of a retaining wall along the Keppu-ela.—Recommended the acceptance of the tender of the Estate & Motor Engineering Co., for Rs. 1,497.30, which is the lowest; (c) supplying and driving piles to support the pumping main at Pettigalawatta.—Recommended the acceptance of the tender of the Estate & Motor Engineering Co., for Rs. 525, which is the lowest.

(3) To consider an application made by the District Engineer, Galle, for water service to the Police Mortuary.—Recommended that the application be allowed.

(4) Considered the scheme proposed by the Superintendent of the Electricity Department for the introduction of a domestic two-part tariff system.—Recommended that the scheme be approved and that the following tariff be adopted with effect from June 1, 1939:—

(1) For domestic installations—

(a) A fixed charge based on the Lighting and Fan connected load in accordance with the under-mentioned Fixed Charge Schedule.

(b) A unit charge of 6 cents per unit of electricity consumed for all domestic purposes.

(2) Fixed Charge Schedule (meter rent included)—

				Rs.	c.	
Not exceeding	400 watts	..	..	5	0	per month
	500 "	..	..	6	0	"
	600 "	..	..	7	0	"
	700 "	..	..	8	0	"
	800 "	..	..	9	0	"
	900 "	..	..	10	0	"
	1,000 "	..	..	11	0	"
	1,100 "	..	..	12	0	"
	1,200 "	..	..	13	0	"
	1,300 "	..	..	14	0	"
	1,400 "	..	..	15	0	"
	1,500 "	..	..	16	0	"
	1,600 "	..	..	17	0	"
	1,700 "	..	..	18	0	"
	1,800 "	..	..	19	0	"
	1,900 "	..	..	20	0	"
	2,000 "	..	..	21	0	"
	2,200 "	..	..	22	0	"
	2,400 "	..	..	23	0	"
	2,600 "	..	..	24	0	"
	2,800 "	..	..	25	0	"
	3,000 "	..	..	26	0	"

Rs. 2.50 per month for each additional 1,000 watts.

- (3) The minimum charge for any month will be the Fixed Charge as scheduled above.
 (4) A disconnection fee of Rs. 5 will be made when supply is taken for a period of less than one year.
 (5) In the case of consumers outside Municipal limits the fixed charge will be increased by Re. 1.

Resolution.

With regard to item (2) Mr. W. Dahanayake moved as an amendment that tenders for the three items be called for by advertisement in the Press, but the amendment fell through for want of a seconder. With regard to (a) the Chairman explained that in view of the urgency of the work he had called for tenders only from the three local firms. He further stated that as regards the use of Japanese cement for the work he had obtained the advice of the Provincial Engineer who had stated that he would not recommend its use unless tests of each consignment are made to ensure that it conforms to the latest British standard specification. He (the Chairman) had accordingly requested the two firms which had quoted for Japanese cement to state what increase they would require on their tenders if British cement were to be used. According to the replies received Colin Thome & Co. would require an increase of Rs. 280 and the Estate & Motor Engineering Co. an increase of Rs. 1,286. He, therefore, moved as an amendment that British cement be used for the work and that the tender of Colin Thome & Co. for Rs. 5,530 be accepted. The amendment was put to the Meeting and carried. With regard to (b) and (c) it was resolved that the recommendations of the Standing Committee be adopted.

With regard to item (4) Mr. W. Dahanayake moved as an amendment that the matter be deferred for consideration by the new Council. Mr. R. L. Ephraums seconded. The amendment was put to the Meeting and declared lost, four voting for and six against. It was then resolved that the recommendation of the Standing Committee be adopted with the following amendment in the fixed charge schedule, viz., the addition of the words "Not exceeding 300 watts—Rs. 4 per month".

The recommendation of the Standing Committee with regard to item (3) was adopted.

(b) Extracts from the Minutes of the Standing Committee on Finance and Assessment of March 28, 1939.

(2) Considered the scheme proposed by the Superintendent of the Electricity Department for the introduction of a domestic two-part tariff system.—Recommended that the scheme be approved and that the following tariff be adopted with effect from June 1, 1939 :—

(1) For domestic installations—

(a) A fixed charge based on the Lighting and Fan connected load in accordance with the under-mentioned Fixed Charge Schedule.

(b) A unit charge of 6 cents per unit of electricity consumed for all domestic purposes.

(2) Fixed Charge Schedule (meter rent included)—

	Rs.	c.
Not exceeding 400 watts	5	0 per month
500 "	6	0 "
600 "	7	0 "
700 "	8	0 "
800 "	9	0 "
900 "	10	0 "
1,000 "	11	0 "
1,100 "	12	0 "
1,200 "	13	0 "
1,300 "	14	0 "
1,400 "	15	0 "
1,500 "	16	0 "
1,600 "	17	0 "
1,700 "	18	0 "
1,800 "	19	0 "
1,900 "	20	0 "
2,000 "	21	0 "
2,200 "	22	0 "
2,400 "	23	0 "
2,600 "	24	0 "
2,800 "	25	0 "
3,000 "	26	0 "

Rs. 2·50 per month for each additional 1,000 watts.

- (3) The minimum charge for any month will be the Fixed Charge as scheduled above.
 (4) A disconnection fee of Rs. 5 will be made when supply is taken for a period of less than one year.
 (5) In the case of consumers outside Municipal limits the fixed charge will be increased by Re. 1.
 (3) List of demolished buildings in Wards 1 and 7.—Recommended that the rates be struck off.
 (4) Considered the question of waiving the rates due for 1938 and 1939 on property No. 35, Katugoda passage No. 2 on the ground of poverty of the owner.—Recommended that the rates due for 1938 and 1939, amounting to Rs. 5·79, be waived on the ground of poverty of the owner.
 (5) Considered what steps should be taken with regard to property No. 254, Hirimbura road, which has been purchased on behalf of the Council for non-payment of rates.—Recommended that the purchase be confirmed and that steps be taken to have the property vested in the Council.
 (6) Considered the following matters in connection with the accounting of the Electricity Department :—(a) the purchase of stores and materials from an advance account instead of from expenditure votes; (b) the "Reserve for Renewal" fund; (c) the question of having a separate banking account for the electricity Department; (d) the question of recovering rates from the Electricity Department on all its buildings :—With regard to (a) the Chairman stated that the advance account system had been introduced from January 1, 1939, and was now in force. This was accordingly approved. With regard to (b) and (c) the Committee was in agreement with the suggestion made that the Electricity Department should have a separate banking account and recommended that the Auditor-General be requested to send an officer from his Department to re-organize the present accounting system including the question of the "Reserve for Renewals". With regard to (d) it was recommended that assessment rates be recovered from the Electricity Department on all its buildings with effect from 1940.
 (7) Considered letter No. E. 123/38 from the Hon. the Minister for Communications and Works to the Hon. the Minister for Local Administration on the question of fees payable to Government for services rendered to Local Electrical Undertakings.—Recommended that the Hon. the Minister for Local Administration be informed that the Council cannot afford to pay the large amount suggested by the Executive Committee of Communications and Works and that the Council considers that nothing more than a hundred per cent. increase on the present fee should be demanded.
 (8) Considered an estimate of Rs. 257·50 for re-wiring the Municipal Cart Shed.—Recommended that the estimate be passed and that a supplemental vote of the amount be sanctioned.
 (9) Considered the suggestion made by the Superintendent of Police, S. P., that the services of the Chief Officer, Colombo Fire Brigade, should be obtained to inspect and advise on the fire protection measures in Galle.—Recommended that the Superintendent of Police, S. P., be informed that the Council does not consider it necessary under present conditions to obtain the services of the Chief Officer, Colombo Fire Brigade.
 (10) Considered the question as to whether, in terms of Ordinance No. 73 of 1938, any increased tax should be levied on bicycles, tricycles, &c., which are used for trade purposes.—Recommended that no action be taken for the current year but that the question of levying an increased tax for 1940 be considered at the end of the year.

(11) Application from Mr. S. G. E. de Alwis, 2nd Clerk in the Municipal Office, to retire from service on pension with effect from January 1, 1940, and to be granted 3 months' full pay leave preparatory to retirement.—Recommended that the application be allowed and that he be granted three months' full pay leave from October 1, 1939.—Recommended, further, the grant of a pension of Rs. 1,520 per annum with effect from January 1, 1940, in terms of Rule 2 of the Municipal Pension Minute.

(12) Application from Mr. M. E. S. B. Lekamge, Chief Clerk of the Municipal Office, for a loan of six months' salary to purchase a motor car.—Recommended the grant of a loan of six months' salary repayable in not more than 24 monthly instalments and with interest at 2½ per cent. on the amount outstanding.

(13) To recommend a supplemental vote of Rs. 390 under Capital-Mains, being half cost of extending the electric mains along Galle-Matara road.—Recommended.

(14) To approve the expenditure of a sum of Rs. 65.25 being cost of preparing blue prints of the plans showing the proposed seating accommodation for the new Council.—Recommended that the expenditure be approved.

(15) Considered the question of the payment of allowances to all officers who did election work in connection with the recent General Elections.—Recommended (1) that the following flat rates be paid to cover subsistence, travelling and overtime:—Senior Presiding Officers, Rs. 12.50 for each election; Other Presiding Officers, Rs. 7.50 for each election; Clerks and Inspectors, Rs. 4 for each election; Peons and Tax Collectors, Re. 1.50 for each election; (2) that in the case of the Counting Clerks overtime be paid according to the usual rates; (3) that in the case of the Returning Officer a commuted payment of Rs. 150 be paid to cover all travelling and overtime work.

Resolution.

With regard to item (2) Mr. W. Dahanayake moved as an amendment that the matter be deferred for consideration by the new Council. Mr. R. L. Ephraums seconded. The amendment was put to the Meeting and declared lost, four voting for and six against. It was then resolved that the recommendation of the Standing Committee be adopted with the following amendment in the fixed charge schedule, viz., the addition of the words "Not exceeding 300 watts—Rs. 4 per month".

With regard to item (6) it was resolved that the matter be referred back to the Finance Committee for further consideration.

With regard to item (15) the Chairman stated that the Municipal Engineer had applied to be paid for the extra travelling performed by him of approximately 100 miles in connection with the arrangements at the various polling stations. It was accordingly resolved that a commuted payment of Rs. 25 be made to him for the extra travelling performed. Subject to this addition, the recommendation of the Standing Committee was adopted.

The recommendations of the Standing Committee with regard to the remaining items were adopted.

(c) *Extracts from the Minutes of the Standing Committee on Law and General Subjects of March 31, 1939.*

(2) Considered the question as to whether the Council's Lawyer should be required to do notarial work for the Council for his allowance of Rs. 1,500 per annum.—Recommended that no action be taken in the matter and that the present practice do continue.

(3) Considered what action should be taken with regard to the disposal of the hypothecated property in D. C., Galle, case No. 35,202 which has now been vested in the Council.—Recommended that offers be invited by public notice for the purchase of the property or a one-fourth share thereof, and that the notice do specify that the property appears to be suitable for the building of cottages.

(4) Considered further the question of passing a by-law compelling the owners of cattle to tend and tether their animals.—Recommended that the following by-law only be approved and added to Chapter X. of the Council's by-laws dealing with the "Prevention of Nuisances and Public Safety":—"Every owner or person in charge of cattle shall tie up or pen such cattle at night, and tether or tend them by day".

Resolution.

Resolved that the above recommendations of the Standing Committee be adopted.

6. To consider applications for the post of Inspector of Works:—After discussion in Committee Mr. A. C. Mohammado moved that the candidates recommended by the Provincial Engineer be summoned for an interview by the Council at the next Meeting on May 26, 1939, and that a selection be made on that date. Mr. R. L. Ephraums seconded.—Carried.

7. Pursuant to notice the Chairman moved:—(a) That under section 11 of the Municipal leave by-laws the available full-pay leave of 72 days from February 6, 1939, be granted to Overseer W. H. Wijetunge who has applied for permission to retire from service on pension on account of ill-health; (b) That in terms of Rule 2 of the Municipal Pension Minute a pension of Rs. 270 per annum be granted to him with effect from May 10, 1939. Mr. J. E. Perera seconded.—Carried.

8. Pursuant to notice Mr. J. E. Perera moved:—That a full time labourer be placed in the Dewate-Market to keep the Market in a sanitary condition, and that the necessary supplemental expenditure be sanctioned. Mr. A. C. Mohammado seconded.—(1) Carried. (2) Resolved that the necessary supplemental expenditure be sanctioned.

9. Pursuant to notice Mr. F. Magdon Ismail moved:—That two benches be placed on that portion of the ramparts to the east of the flagstaff. Mr. J. E. Perera seconded.—Carried.

10. To sanction a further supplementary vote of Rs. 700 under Head 63—Filling and levelling Kandewatte playground—in order to allow for the payment of labour charges till the end of the year.—Sanctioned.

11. To consider what action should be taken with regard to the Accountant of the Council, Mr. S. M. Haniffa.

At the suggestion of Mr. F. Magdon Ismail Council went into Committee to consider this item.

Council n Committee.—

The Chairman said that in view of the last paragraph of the judgment in P. C., Galle, case No. 21,070 he was of opinion that the services of the Accountant should be discontinued. Mr. Haniffa had not yet been confirmed in his appointment and he (the Chairman) was not satisfied with his work as Accountant. A summary of the Accountant's personal file was read out to the Meeting by the Chairman.

After discussion Mr. A. C. Mohammado moved that in view of the acquittal in P. C., Galle, case No. 21,070 the Accountant be re-instated in office. Mr. W. Dahanayake seconded. The motion was put to the Meeting and declared lost, three voting for and six against. Mr. E. M. Karunaratne then moved that the matter be left to the new Council to decide. Mr. Wahab seconded. The motion was put to the Meeting and declared lost, four voting for and six against.

Council then resumed and the Chairman moved that the services of the Accountant be discontinued with effect from April 22, 1939. Mr. J. E. Perera seconded.—Carried by 6 votes to 4. Mr. W. Dahanayake called for a division which resulted as follows:—*For.*—Chairman and Messrs. J. E. Perera, F. Magdon Ismail, Thomas Amarasuriya, R. L. Ephraums, and G. Ross Bell. *Against.*—Messrs. E. M. Karunaratne, A. C. Mohammado, W. Dahanayake, and A. I. H. A. Wahab.

On the question of salary it was resolved that the Accountant should be paid half salary during the period of suspension, i.e., from November 26, 1938, to April 21, 1939.

12. To fix a date for the next General meeting of Council:—Agreed that the next General Meeting of Council be held on May 26, at 2.30 P.M.

13. The following documents were laid on the table:—

(1) Statement of receipts and disbursements to the end of March, 1939.

(2) Progress report of works done on estimate during March, 1939.

(3) Report of the Inspector of Vehicles on Carriages plying for hire during March, 1939.

(4) Report of the Superintendent of the Electricity Department.

(5) Diaries of (a) the Medical Officer of Health, (b) the Municipal Engineer, (c) the Inspector of Works, and (d) the Manager, Health Department.

Confirmed :

W. J. L. ROGERSON,
Chairman, Municipal Council, Galle.

The Municipal Office,
Galle, May 26, 1939.

GENERAL REVENUE ACCOUNT.

Summary of Receipts and Disbursements from January 1 to April 30, 1939.

RECEIPTS.	Amount		Receipts to		DISBURSEMENTS	Amount		Expenditure	
	Estimated.		April 30, 1939.			Estimated for 1939.		from January to April 30, 1939.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
Taxes ..	11,000	0	9,060	50	Non-effective charges ..	27,076	0	6,620	75
Rates ..	150,000	0	50,807	88	Administrative charges ..	114,724	0	36,587	84
Licences ..	32,600	0	11,596	98	Health Department :—				
Judicial fines ..	5,500	0	1,295	18	Sanitation ..	2,960	0	539	64
Slaughter-house fees ..	3,750	0	1,127	42	Anti-plague measures ..	5,100	0	1,324	62
Conservancy fees ..	35,500	0	11,743	38	Conservancy ..	39,950	0	11,785	89
Market rents ..	19,083	0	5,991	76	Scavenging ..	28,633	0	9,303	69
Rents ..	10,325	0	3,637	80	Pettigalawatta Canal ..	3,457	0	931	58
Cemetery fees ..	300	0	149	50	Works Department :—				
Water ..	4,775	0	1,265	75	Recurrent ..	30,148	0	13,880	11
Miscellaneous ..	99,453	0	1,298	62	Extraordinary ..	38,964	0	3,712	16
Total Revenue ..	372,186	0	97,974	77	Waterworks :—				
Electricity Department Loan ..	—		45,000	0	Recurrent ..	9,045	0	1,517	21
Deposits ..	—		11,623	44	Extraordinary ..	40,100	0	789	96
Advances repaid ..	—		269	50	Municipal court ..	3,250	0	965	13
Advances repaid by Electricity Department ..	—		53,015	35	Markets ..	2,328	0	721	83
Petty Cash Account ..	—		2,643	85	Slaughter-house ..	1,772	0	436	92
Cheques returned by bank ..	—		50	55	Police Cattle Pound ..	441	0	96	55
Electricity Department Advance Account ..	—		13,216	36	Cemetery ..	610	0	119	0
Electricity Department Suspense Account ..	—		3,988	0	Street lighting ..	31,000	0	10,333	36
Total receipts ..	—		227,781	82	Miscellaneous ..	91,040	0	14,285	2
Cash balance on January 1, 1939 ..	—		186,443	61	Total expenditure ..	471,098	0	113,951	26
					Deposits repaid ..	—		9,172	46
					Advances ..	—		3,049	5
					Advance to Electricity Department, revenue account ..	—		25,474	39
					Advance to Electricity Department, capital account ..	—		26,539	41
					Petty Cash Account ..	—		2,595	87
					Cheques returned by bank ..	—		50	55
					Electricity Department Advance Account ..	—		16,617	93
					Electricity Department Suspense Account ..	—		—	—
					Total disbursements ..	—		197,450	92
					Cash balance on April 30, 1939 ..	—		216,774	51
Total ..	—		414,225	43	Total ..	—		414,225	43

Surplus and Deficit Account.

	Amount.			Amount.	
	Rs.	c.		Rs.	c.
Expenditure from January 1 to April 30, 1939 ..	113,951	26	Surplus on January 1, 1939 ..	91,811	59
Surplus on April 30, 1939 ..	75,835	10	Revenue from January 1 to April 30, 1939 ..	97,974	77
Total ..	189,786	36	Total ..	189,786	36

Balance Sheet—April 30, 1939.

LIABILITIES.	Amount.		ASSETS.	Amount	
	Rs.	c.		Rs.	c.
Deposits—Miscellaneous ..	29,849	5	Fixed deposits :—		
Surplus ..	75,835	10	Mercantile Bank of India, Ltd., Galle ..	76,250	0
Unexpended Balance Electrical Department ..	116,530	64	Ceylon Savings Bank ..	5,900	0
			Other Banks ..	59,421	0
			Cash in Mercantile Bank of India, Ltd., Galle—		141,571
			Current account ..	76,241	63
			Less uncashed cheques ..	4,374	12
			Cash in hand of Shroff—		71,867
			Petty cash ..	6	94
			Daily collection ..	3,336	0
			Advances ..		3,342
Total ..	222,214	79	Total ..	222,214	79

The Municipal Office,
Galle, May 29, 1939.

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M. E. S. B. LEKANGA,
Acting Accountant.THELMUTH L. F. MACK,
Secretary

ELECTRICITY DEPARTMENT.**Revenue Account from January 1 to April 30, 1939.**

EXPENDITURE.	Estimated Expenditure for 1939.		Expenditure from Jan. to April 30, 1939.		INCOME.	Estimated Income for 1939.		Income from Jan. to April 30, 1939.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
1. Generation of Electricity	.. 28,200	0	8,435	15	1. Sale of Electricity	.. 132,000	0	43,118	96
2. Repairs and Maintenance	.. 4,800	0	587	79	2. Rent of Meters	.. 9,000	0	2,840	0
3. Distribution of Electricity	.. 17,600	0	3,989	76	3. Services to Consumers	.. 5,100	0	2,296	33
4. Street Lamps	.. 6,850	0	1,695	79	4. Miscellaneous	.. 1,400	0	4,760	6
5. Service Mains	.. 7,000	0	2,719	35					
6. Meter Readings	.. 700	0	204	4					
7. Management and General Expenses	.. 16,590	0	4,637	18					
Total working expenses	.. 81,740	0	22,269	6					
Gross profit carried to nett revenue account	..	—	30,746	29					
Total	..	—	53,015	35	Total	.. 147,500	0	53,015	35

Nett Revenue Account, January 1 to April 30, 1939.

	Rs.	c.		Rs.	c.
Interest on Loan from Local Loan Commissioners	.. 1,193	67	Balance brought forward from 1938	.. 339,567	65
Instalment in repayment of Loan from Local Loan Commissioners	..	2,011	Gross profit	..	30,746
Reserve for renewals	..	—			
Nett profit on April 30, 1939	..	367,108	61		
		<u>370,313</u>		<u>370,313</u>	<u>94</u>

Advance Account.

	Amount	Rs.	c.		Amount.	Rs.	c.
Value of Stores on January 1, 1939	..	4,102	23	Expenditure from January 1 to April 30, 1939	..	13,216	36
Advances from January 1 to April 30, 1939	..	8,527	70	Unexpended Stores on April 30, 1939	..	3,401	57
Suspense Account	..	3,988	0				
Total	..	<u>16,617</u>	<u>93</u>	Total	..	<u>16,617</u>	<u>93</u>

Suspense Account.

	Amount.	Rs.	c.		Amount.	Rs.	c.
Stores not paid for on April 30, 1939	..	3,988	0	Stores purchased but not paid for up to April 30, 1939	..	3,988	0
		<u>3,988</u>	<u>0</u>			<u>3,988</u>	<u>0</u>

Balance Sheet, April 30, 1939.

LIABILITIES.	Amount.	Rs.	c.	ASSETS.	Expended up to Dec. 31, 1939.	Rs.	c.	During 1939.	Rs.	c.	Total.	Rs.	c.
Loan from Local Loan Commissioners	..	75,600	0	Capital—Meters	..	40,472	61..	2,446	40..	42,919	1		
Loan from Local Loan Commissioners—Electric Lighting Extension	..	60,321	68	Capital—Buildings	..	43,824	49..	256	10..	43,580	59		
Loan from Local Loan Commissioners—New 110 K. W. Engine set	..	45,000	0	Capital—Mains	..	268,745	2..	2,887	69..	271,632	71		
Loans redeemed account	..	62,078	32	Capital—Engines, &c	..	221,908	16..	20,074	99	241,983	15		
Reserve for renewals	..	135,897	38	Capital—Workshop tools, &c.	..	15,762	37..	20	89..	15,783	26		
Contribution from Revenue Account	..	367,108	61	Capital—Other expenses	..	13,309	72..	853	34..	14,163	6		
Suspense Account	..	3,988	0										
				Unexpended Stores	..	—		—		3,401	57		
				Unexpended Balance	..	—		—		116,530	64		
		<u>749,993</u>	<u>99</u>	Total	..	603,522	37	—		749,993	99		

The Municipal Office,
Galle, May 29, 1939.

M. E. S. B. LAKMAGE,
Acting Accountant.

THELMUTH L. F. MACK,
Secretary.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specifications have been accepted:—

No. 3,050 of August 27, 1938. (Date applied for under Section 50 of the Ordinance, June 24, 1938.)

The V. D. Anderson Company.

Improvements in press and method of operating same.

Abstract.—The invention relates to improvements in the interrupted screw type continuous press used for extracting oil. (Vide Ceylon Patent Specifications Nos. 2,521, 2,522, 2,523 and 2,524.)

The inventor states that in machines of this type the adjustment of the outlet choke needs the constant attention of the operator owing to the fact that batches of the same material develop varying resistances as they go through the press; the arrangement is inherently unstable as any initial resistance encountered in the barrel of the press tends to build up more resistance. The method proposed by the inventor to overcome this difficulty is to vary the rate of feeding to the press inversely as the resistance of the material. In this manner the character of the products of extraction can be maintained sensibly constant.

The invention depends on the discovery that the resistance encountered by the material in passing through a preliminary press in which a part only of the liquid content is removed is a measure of the resistance that the material would encounter in the main press. Accordingly, a machine is constructed in which the preliminary press feeds directly into the main press. The main press being driven at a substantially constant speed and the preliminary press at a speed falling off inversely to the load encountered. For this latter purpose a suitable electric motor (e.g. an induction motor with high rotor resistance, a. d. c. series motor or cumulatively compounded motor) may be used. If during the operation, the preliminary press were to be fed with a denser material its speed will fall off proportionately, and thus the feed to the main press will be checked.

The inventor states that, besides obviating the disadvantage of frequent adjustments of the choke, his invention has the advantage that no change of barrels or worms is necessary when expelling oil from different materials having same fibrous content; hitherto it has been found necessary to change them when changing from one material to another. Further, he states that even when operating on materials differing widely as regards their fibre content, it is sufficient with the improved type of press to change the barrel bars only.

By way of example the inventor states that one old type of press expelled oil from 16 Tons of Copra in 24 hours with 8 per cent. oil residue in the cake. When the same press was equipped according to his invention 20 Tons of Copra were dealt with in 24 hours with 5 per cent. oil residue.

There are twenty-one claims and four sheets of drawings.

No. 3,051 of August 27, 1938. (Date applied for under Section 50 of the Ordinance, July 8, 1938.)

Hoare & Company (Engineers), Limited.

Improvements relating to furnaces.

Abstract.—The object of this invention is to provide for the expansion of the roof of the combustion chamber in an air heater. According to the invention, the roof is made up of elements suspended from two main girders fixed in the hot-air chamber. From each of the two main girders is suspended a composite girder of inverted T section, the suspension being effected by means of pins loosely fitting into holes in the fixed and suspended parts. Suitable cover plates are placed between adjacent sections of the composite girder (which are otherwise unconnected) and these prevent the leakage of gases, but allow expansion. The roof elements are placed in position in the inner flanges of the composite girders. On the outer flanges may be placed the plate supporting the air heating tubes.

The inventors state that for tea drying a certain admixture of CO₂ in the drying air is beneficial. This is provided for in their invention by having a roof comprising two elements one of which is movable by screw means from the outside of the furnace to allow any desired opening to be left between the combustion chamber and the hot air chamber. The burners should be of the type that ensure complete combustion.

There are six claims and two sheets of drawings.

R. H. PAUL,
Registrar of Patents.

LOCAL GOVERNMENT NOTICES.

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Rabies—Kalutara.

(Proclamation under Ordinance, No. 6 of 1929.)

I hereby proclaim the whole area of the Kalutara Urban District Council limits from June 30, 1939, to December 31, 1939, as an area within which rabies exists or within which there is danger of rabies.

Any dog found in any public place or road not being tied up or led will be destroyed.

Urban District Council Office,
Kalutara, May 30, 1939.

P. A. COORAY,
Chairman.

Rabies.

WHEREAS danger of rabies exists at present in the Kegalla Town within the Urban District Council limits, it is hereby proclaimed under the provisions of section 10 A (1) & (2) of the Rabies Ordinance, No. 7 of 1893, as amended by the Ordinance, No. 6 of 1929, that the whole area within the Kegalla Urban District Council limits is an area within which danger of rabies exists. Any dog found in any public place or road or any place other than a private building, compound, or garden within any part of the Kegalla Urban District Council limits, and not being tied up or led, shall be liable to be destroyed forthwith by any person, authorized by me in writing.

Office of the Urban District Council,
Kegalla, May 30, 1939.

C. B. P. ATURUPANA,
Chairman.

TRADE MARK NOTICES.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 bearing an uncancelled or impressed stamp of Rs. 20.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 7,203. (2) Date of Receipt: November 26, 1938. (3) Applicant (Proprietor of the Trade Mark): The firm trading as UNITED IMPORT & EXPORT CO., 53, Second Cross street, Colombo, importers and exporters. (4) Class: 42. (5) Goods: Tin foods. (6) Representation of the Trade Mark:



Registrar-General's Office,
Colombo, December 14, 1938.

E. R. DE SILVA,
Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 bearing an uncancelled or impressed stamp of Rs. 20. The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 7,334. (2) Date of Receipt: May 11, 1939. (3) Applicant (Proprietor of the Trade Mark): CALTES CEYLON LIMITED (a Company duly incorporated under the Ceylon Joint Stock Companies Ordinances), Imperial Bank buildings, Colombo; merchants. (4) Address for Service in the Island: C/o Julius & Creasy, Colombo. (5) Class: 47. (6) Goods: All goods in class 47. (7) Representation of the Trade Mark:

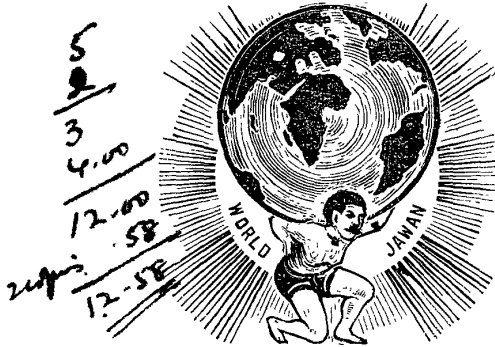
URSA

Registrar-General's Office,
Colombo, May 31, 1939.

C. E. DE PINTO,
Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, **within two months** from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 bearing an uncancelled or impressed stamp of Rs. 20. The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 7,257. (2) Date of Receipt: January 23, 1939. (3) Applicant (Proprietor of the Trade Mark): SEMPULLAI MOHAMED HANIFFA trading as K. S. MOHAMED HANIFFA, 196, Piachaud's lane, Maradana; dealer in Ceylon & Indian produce, Unani and Ayurvedic medicines, &c. (4) Class: 3. (5) Goods: Medicines. (6) Representation of the Trade Mark:



Registrar-General's Office,
Colombo, May 17, 1939.

C. E. DE PINTO,
Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, **within two months** from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 bearing an uncancelled or impressed stamp of Rs. 20. The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 7,328. (2) Date of Receipt: April 21, 1939. (3) Applicant (Proprietor of the Trade Mark): POOVIAH RAMALINGAM ARUMUGAM NADAR trading as P. R. ARUMUGA NADAR & SONS, Mukkudal, Tinnevely District, South India; manufacturer. (4)

Address for service in the Island: C/o Mr. M. Chidambaram, P. O. Box No. 115, Colombo. (5) Class: 45. (6) Goods: Beedies. (7) Representation of the Trade Mark:

5
3
4.00
12.00



Registration of this trade mark shall give no right to the exclusive use of the letters "P. R. A." Tamil letter "KEENA" and the abbreviation and numeral "No. 1".

The portrait appearing within the oval ring at the centre of the label is that of the applicant's youngest son KRISHNAN. Transliteration and translation of the Tamil characters appearing on the right wing of the mark are as follows:—

Transliteration—KEENA BEEDI Translation—K.
BEEDI

This mark is limited to the colours, light green, black, yellow, and red. To be associated with the trade marks Nos. 6,460 and 7,283 under section 22.

Registrar-General's Office,
Colombo, May 31, 1939.

C. E. DE PINTO,
Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, **within two months** from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 bearing an uncancelled or impressed stamp of Rs. 20. The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 7,338. (2) Date of Receipt: May 11, 1939. (3) Applicant (Proprietor of the Trade Mark): CALTEX CEYLON LIMITED (a company duly incorporated under the Ceylon Joint Stock Companies Ordinances), Imperial Bank buildings, Colombo; merchants. (4) Address for service in the Island: C/o Julius & Creasy, Colombo. (5) Class: 47. (6) Goods: All goods in class 47. (7) Representation of the Trade Mark:

3
4
5
12.00
18.00

CRATER

Registrar-General's Office,
Colombo, May 31, 1939.

C. E. DE PINTO,
Registrar of Trade Marks.

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

Sale of Toddy Rents, Western Province, 1939-40.

TENDERS are hereby invited for the purchase of the exclusive privilege of selling fermented toddy by retail at the under-mentioned toddy taverns and groups of toddy taverns from October 1, 1939, to September 30, 1940, subject to Tavern Licence Conditions appearing in Excise Notification No. 330, and General Conditions appearing in Excise Notification No. 329 published in *Government Gazette* No. 8,368 of May 11, 1938, and Toddy Rent Sale Conditions appearing in *Government Gazette* No. 8,448 of April 28, 1939.

2. Each tender for a single tavern or a group of taverns must be accompanied by a Kachcheri or Treasury receipt acknowledging the deposit of Rs. 500.

3. Tenders should be addressed to the Government Agent, Western Province, Colombo. Envelopes should be marked, on the top left hand corner "Tender for Toddy Tavern No. " or "Tender for Toddy Tavern Group No. "

4. No person is permitted to send in more than one tender for any one tavern or group of taverns. Tenders not made strictly in accordance with the Conditions of Sale or which are in any way not in order will not be considered.

5. Tenders must not be made subject to acceptance of any other tender. Any such conditional tender will be rejected at once.

6. Separate tenders should be submitted for each of the taverns to be sold individually and for each of the groups of taverns. Any tender comprising offers for more than one of the taverns to be sold individually or more than one of the groups of taverns will be rejected at once.

7. Tender forms will be issued at any of the following offices to those who produce Kachcheroi/Treasury receipts for Rs. 500—

- (a) the General Treasury
- (b) the Colombo Kachcheri
- (c) the Kalutara Kachcheri
- (d) the Galle Kachcheri
- (e) the Kurunegala Kachcheri
- (f) the Puttalam Kachcheri
- (g) the Treasury Officer, Negombo
- (h) the Treasury Officer, Chilaw
- (i) the Excise Commissioner's Office, Fort, Colombo
- (j) the Assistant Commissioner, W. D's Office, Colombo
- (k) the Assistant Commissioner, S. D's Office, Kalutara
- (l) the Assistant Commissioner, C. D's Office, Kandy
- (m) the Circle Excise Office, Chilaw.

8. (i.) The Government Agent reserves to himself the right of rejecting any or all tenders without assigning any reason therefor.

(ii.) Conditions of sale and any other particulars can be obtained on application at the Colombo Kachcheri.

9. The tenders for each of the taverns to be sold individually and for each of the groups will close at different times as shown below against the name of the tavern or designation of the group on *June 26, 1939*, in respect of the Colombo Municipality taverns, and *June 27, 1939*, in respect of the Colombo District and Ahutgama taverns.

The Kachcheri,
Colombo, June 5, 1939.

W. O. STEVENS,
Government Agent, W.P.

TAVERNS REFERRED TO ABOVE.

List of Toddy Taverns, Colombo District.

Colombo Municipality.

For Sale on June 26, 1939.

Serial No.	Division.	Local Area (within which tavern may be sited).	Time of Closure of Tenders.
1 ..	Ward No. 4, Kollupitiya	The western side of Kollupitiya road from its junction with 21st lane to its junction with Kollupitiya Station road and the eastern side of Kollupitiya road from its junction with 1st lane to its junction with Turret road	9.30 A.M.
2 ..	Ward No. 7, Slave Island North	The area bounded as follows :—North by the southern side of Java lane from its junction with Ingham street to its junction with Malay street and the southern side of Mews street from its junction with Malay street to its junction with Shorts road ; east by the western side of Shorts road from its junction with Mews street to its junction with Rifle street ; south by the northern side of Rifle street from its junction with Shorts road to its junction with Malay street and the northern side of Bridge street from its junction with Malay street to its junction with Ingham street ; and west by the eastern side of Ingham street from its junction with Bridge street to its junction with Java lane	9.45 A.M.
3 ..	Ward No. 11, Pettah	The area bounded as follows :—North by the southern side of Main street from its junction with Front street to its junction with 1st Cross street ; east by the western side of 1st Cross street from its junction with Main street to its junction with Norris road ; south by the northern side of Norris road from its junction with 1st Cross street to its junction with Front street ; and west by the eastern side of Front street from its junction with Norris road to its junction with Main street	10 A.M.
4 ..	Ward No. 11, Pettah	The area bounded as follows :—North by the southern side of Main street from its junction with 2nd Cross street to its junction with 5th Cross street ; east by the western side of 5th Cross street from its junction with Main street to its junction with Norris road ; south by the northern side of Norris road from its junction with 5th Cross street to its junction with 2nd Cross street ; west by the eastern side of 2nd Cross street from its junction with Norris road to its junction with Main street	10.15 A.M.
5 ..	Ward No. 11, Pettah	The area bounded as follows :—North by the southern side of Reclamation road from its junction with 1st Cross street to its junction with St. John's street ; east by the western side of St. John's street from its junction with Reclamation road to its junction with Main street ; south by the northern side of Main street from its junction with St. John's street to its junction with 1st Cross street, and west by the eastern side of 1st Cross street from its junction with Main street to its junction with Reclamation road	10.30 A.M.
6 ..	Ward No. 12, St. Sebastian	The area bounded as follows :—North by the southern side of Dam street from its junction with Saunder's place to its junction with St. Sebastian street ; east by the western side of St. Sebastian street from its junction with Dam street to its junction with St. Sebastian Hill ; south by the northern side of St. Sebastian Hill from its junction with St. Sebastian street to its junction with Saunder's place ; and west by the eastern side of Saunder's place from its junction with St. Sebastian Hill to its junction with Dam street	10.45 A.M.
7 ..	Ward No. 16, St. Paul's South	The area bounded as follows :—North by the southern side of Gintupitiya road from its junction with Chekku street to its junction with Hill street ; east by the western side of Hill street from its junction with Gintupitiya road to its junction with Wolfendhal street and the western side of Kuruwe street from its junction with Wolfendhal street to its junction with New Moor street ; south by the northern side of New Moor street from its junction with Kuruwe street to its junction with Wolfendhal street ; and west by the eastern side of Wolfendhal street from its junction with New Moor street to its junction with Chekku street and the eastern side of Chekku street from its junction with Wolfendhal street to its junction with Gintupitiya road	11 A.M.
8 ..	Ward No. 17, St. Paul's North	The area bounded as follows :—North by the southern side of Jampettah street from its junction with Kochchikade road to its junction with Hill street ; east by the western side of Hill street from its junction with Jampettah street to its junction with Gintupitiya road ; south by the northern side of Gintupitiya road from its junction with Sea street ; and west by the eastern side of Kochchikade road from its junction with Gintupitiya road to its junction with Jampettah street	11.15 A.M.
9 ..	Ward No. 18, Kotahena	The area bounded as follows :—North by the southern side of Skinner's road north from its junction with Korteboam street to its junction with Laseoreen street ; east by the western side of Laseoreen street from its junction with Skinner's road north to its junction with Jampettah street ; south by the northern side of Jampettah street from its junction with Laseoreen street to its junction with Korteboam street ; and west by the eastern side of Korteboam street from its junction with Jampettah street to its junction with Skinner's road north	11.30 A.M.
10 ..	Ward No. 18, Kotahena	The northern side of Skinner's road north from its junction with Pickering's road to its junction with Kotahena street	11.45 A.M.
11 ..	Ward No. 19, Mutwal	(a) Either side of Upper St. Andrew's lane from its junction with Aluthmawata road to its junction with St. Andrew's lane, (b) Either side of St. Andrew's lane from its junction with Upper St. Andrew's lane to its junction with Marshall street, (c) Either side of Modera street from its junction with Marshall street to its junction with Madampitiya road, (d) Either side of St. James' street from its junction with Modera street to its junction with Aluthmawata road, (e) Either side of Aluthmawata road from its junction with Elie lane to its junction with lower St. Andrew's lane.	12. 0 NOON

Serial No.	Division.	Local Area (within which tavern may be sited).	Time of Closure of Tenders.
12	Ward No. 20, Modera	The area bounded as follows :—North by the southern side of Ferguson road from its junction with Lucas road to its junction with Nagalagam street ; east by the western side of Nagalagam street from its junction with Ferguson road to its junction with Madampitiya road ; south by the northern side of Madampitiya road from its junction with Nagalagam street to its junction with Lucas road ; and west by the eastern side of Lucas road from its junction with Madampitiya road to its junction with Ferguson road	12.15 P.M.
13	Ward No. 20, Modera	The area bounded as follows :—North by the southern side of Ferguson road from its junction with Aluthmawata road to its junction with Lucas road ; east by the western side of Lucas road from its junction with Ferguson road to its junction with Madampitiya road ; south by the northern side of Madampitiya road from its junction with Lucas road to its junction with Aluthmawata road ; and west by the eastern side of Aluthmawata road from its junction with Madampitiya road to its junction with Ferguson road	12.30 P.M.

DIVISION.

Alutkuru Korale North and South.

For Sale on June 27, 1939.

Group No.	Local Area.	Time of Closure of Tenders.	
Within the villages of—			
Group No. 1—	Porutota	10.0 A.M.	
	Kochchikade		
	Etgala		
	Bambukuliya		
Group No. 2—	Delgashandiya	10.20 A.M.	
	Demahandiya		
Group No. 3—	Kamachchoda	10.40 A.M.	
	Dalupotha		
	Palangature		
Group No. 4—	Bolawalana	11.0 A.M.	
	Pitipane		
Group No. 5—	Udayartoppu	11.20 A.M.	
	Kurana		
	Katunayaka		
Group No. 6—	Basiyawatta	11.40 A.M.	
	Settappaduwa		
Group No. 7—	Mahawatta	12.0 NOON	
	Mukalangamuwa		
	Dandugama		
	Bopitiya		
Group No. 8—	Kanuwana	12.15 P.M.	
	Weligampitiya		
Group No. 9—	Timbirigasyaya	12.30 P.M.	
	Uswetakeiyawa		
Toddy Tavern No. 34—Kandana (to be sold individually) 2.30 P.M.			
No. of Tavern.	Division.	Local Area.	Time of Closure of Tenders.
1	Alutgama Sanitary Board Town	Within the Sanitary Board limits of Alutgama	2.45 P.M.

OPENING AND CLOSING HOURS OF TODDY TAVERNS.

	Hour of Opening.	Hour of Closing.
	A.M.	P.M.
Colombo District	7.0	7.0
Kalutara	8.0	7.0

The attention of intending tenderers is drawn to the serial numbers, divisions, and local areas shown below in respect of the taverns in the Colombo District outside the Municipality.

TODDY TAVERNS, 1939-40.			Serial No.	Division.	Local Area (within which tavern may be sited).
Colombo District (outside Municipality).					
Serial No.	Division.	Local Area (within which tavern may be sited).			
Within the village of—					
14	Aluthkuru south	korale Timbirigasyaya	31	Kochchikade Sanitary Board town	Within the Sanitary Board limits of Kochchikade
15	Do.	.. Uswetakeiyawa	32	Ja-ela Sanitary Board town	Within the village of Kanuwana in Ja-ela Sanitary Board town
16	Do.	.. Mahawatta	33	Do.	.. Within the village of Weligampitiya in Ja-ela Sanitary Board town
17	Do.	.. Bopitiya	34	Kandana Sanitary Board town	Within the Sanitary Board limits of Kandana
18	Do.	.. Dandugama	35	Negombo Urban District Council, Ward No. 7	Within the village of Kurana in Ward No. 7
19	Aluthkuru north	korale Katunayaka	36	Negombo Urban District Council, Ward No. 8	Within the village of Bolawalana in Ward No. 8
20	Do.	.. Mukalangamuwa	37	Negombo Urban District Council, Ward No. 2	Within the village of Kamachchoda in Ward No. 2
21	Do.	.. Demahandiya	38	Negombo Urban District Council, Ward No. 6	Within the village of Udayartoppu in Ward No. 6
22	Do.	.. Pitipana			
23	Do.	.. Settappaduwa			
24	Do.	.. Basiyawatta			
25	Do.	.. Bambukuliya			
26	Do.	.. Etgala			
27	Do.	.. Delgashandiya			
28	Do.	.. Dalupotha			
29	Do.	.. Palangature			
30	Do.	.. Porutota			

Resale of Toddy Tavern for Non-Payment of Instalments.

NOTICE is hereby given that the Government Agent, Central Province, Kandy, will receive sealed tenders for the purchase of the exclusive privilege of selling fermented toddy by retail in the under-mentioned tavern for the period July 1, 1939, to September 30, 1939, on June 26, 1939, at 10.30 A.M., at the Kandy Kachcheri. The sale will be conducted at the risk of the original grantee and on the original conditions.

2. The conditions of sale and any other information can be obtained at the Kandy Kachcheri.

The Kachcheri,
Kandy, June 6, 1939.

E. T. DYSON,
Government Agent.

Tavern referred to.

No.	Division.	Local Area.
10	Pata Dumbara	Within the village of Dambarawa

Sale of Toddy Rents, 1939-40, Trincomalee District.

TENDERS are hereby invited for the purchase of the exclusive privilege of selling fermented toddy by retail in the group of taverns specified in the schedule below for the period July 1, 1939, to June 30, 1940, subject to (a) the general conditions applicable to all Excise licences published by Excise Notification No. 329 in the *Government Gazette* No. 8,368 of May 11, 1938, and (b) the toddy rent sale conditions, 1939-40, and subsequent periods appearing in the *Government Gazette* No. 8,448 of April 28, 1939.

2. Every tender shall be made on the prescribed form and be accompanied by a Treasury or Kachcheri receipt for Rs. 500 in respect of each tender form for the four taverns grouped together. The number and date of the receipt must be entered on the face of the tender form.

3. Tenders should be addressed to the Assistant Government Agent, Trincomalee. Every tender must be placed in a sealed envelope clearly marked on the top left hand corner with the name of the group of taverns in respect of which the tender is made. The envelope shall be—

- deposited in the Kachcheri tender box, or
- handed over to the Assistant Government Agent, or to his Office Assistant, or
- sent by registered post so as to reach the Kachcheri before the time fixed for closing the tenders.

4. No person is permitted to send in more than one tender. Tenders not made in accordance with the conditions of sale or which are in any way not in order will not be accepted.

5. Tender forms will be issued at any of the following offices to those who produce Kachcheri/Treasury receipts for Rs. 500 :—

- The General Treasury,
- The Excise Commissioner's Office,
- The Excise Assistant Commissioners' and Superintendents' Offices,
- The Trincomalee Kachcheri,
- The Colombo Kachcheri,
- The Batticaloa Kachcheri,
- The Anuradhapura Kachcheri,
- The Jaffna Kachcheri,
- The Vavuniya Kachcheri.

6. Tenders close at 10 A.M. on Monday, June 19, 1939. Tenderers must be present at the Kachcheri at the time their tenders close.

7. The Assistant Government Agent reserves to himself the right of rejecting the tenders and of putting up immediately to public auction the group of taverns for which satisfactory tenders have not been received.

8. The Assistant Government Agent reserves to himself the right of rejecting any tender or bid without assigning any reason therefor.

9. The successful tenderer or bidder shall immediately on being granted the privilege sign the conditions of sale and deposit in cash as security a sum equivalent to two months' rent payable for the privilege. He shall also within seven days of the sale of the privilege enter into a bond for the full amount for which he has purchased it and shall specially hypothecate by such bond the said security deposit.

10. The conditions of sale and any other particulars can be obtained on application at the Trincomalee Kachcheri.

C. J. DANE LANKTREE,
Assistant Government Agent.
The Kachcheri,
Trincomalee, June 6, 1939.

Schedule referred to.

Group or No. of Taverns.	Name of Tavern.	Time fixed for receipt of Tenders.
Group 1	Villundy, Uppuveli, Sampattivu, and Tekiluttu	10 A.M.

Uva Toddy Rent Sales, 1939-40.

SEALED tenders on prescribed forms to be obtained on application at the General Treasury, the Colombo, Ratnapura, Batticaloa, Nuwara Eliya, and Badulla Kachcheries and the offices of the Excise Commissioner, the Assistant Commissioner of Excise, Kandy, and the Superintendent of Excise, Badulla, will be received by the Government Agent, Province of Uva, until the hours specified below on July 18, 19, and 20, 1939, for the exclusive privilege of selling fermented toddy by retail at the under-mentioned Toddy Taverns and groups of Toddy Taverns mentioned in the schedule hereto marked A from October 1, 1939, to September 30, 1940, subject to the Toddy Rent Sale Conditions published in the *Ceylon Government Gazette* No. 8,448 of April 28, 1939, and the General Conditions applicable to all Excise Licences published by Excise Notification No. 329 in *Ceylon Government Gazette* No. 8,368 of May 11, 1938.

2. Every tender must be placed in a sealed envelope clearly marked in the top left hand corner with the name of the tavern or group of taverns in respect of which the tender is made.

The envelope shall be—

- deposited in the Badulla Kachcheri tender box, or
- handed to the Government Agent or to the Assistant Government Agent, or to the Office Assistant, or
- sent by registered post so as to reach the Badulla Kachcheri before the time fixed for closing the tenders.

3. The privilege for each tavern or group of taverns will be granted separately and a separate tender form must be used in respect of each tavern or group of taverns.

4. No person shall submit more than one tender for each tavern or group of taverns.

5. Every tender must be made by the tenderer in his own name. No tender shall be accepted if made through an agent.

6. Every tender shall be accompanied by a Treasury or Kachcheri receipt acknowledging the deposit of a sum of Rs. 50 and the number and date of the receipt must be entered on the face of the tender form.

7. The Government Agent reserves to himself the right of rejecting any or all tenders and of putting up the privilege of sale by auction.

8. The grantee shall immediately on being granted the privilege sign the Conditions of Sale and pay to the Government Agent as a security deposit a sum equivalent to two months' rent of the privilege.

9. Further information can be obtained on application at the Badulla Kachcheri.

The Kachcheri,
Badulla, June 2, 1939.

N. J. LUDDINGTON,
Government Agent.

Schedule A referred to above.

Serial No.	Division.	Local Area within which the tavern may be sited.	Tenders close	
			on	at
1 ..	Badulla Urban District Council Ward No. 2	Within Ward No. 2 of the Badulla Urban District Council Area	18.7.39 ..	9 A.M.
Group No. 1 ..	2 ..	Yatikinda ..	do.	} .. 10 A.M.
	3 ..	do. ..	do.	
	4 ..	do. ..	do.	
Group No. 2 ..	5 ..	do. ..	do.	} 12 NOON
	6 ..	do. ..	do.	
	7 ..	do. ..	do.	
	8 ..	do. ..	do.	
	9 ..	Lunugala Sanitary Board Town	Within the Sanitary Board limits of Lunugala		19.7.39 ..	9 A.M.
10 ..	Udukinda ..	Kahattawela ..	do.	11 A.M.
11 ..	Buttala ..	Batugammana ..	do.	12 NOON
12 ..	do. ..	Dewature ..	do.	2.30 P.M.
13 ..	do. ..	Pallewaradola ..	20.7.39 ..	9 A.M.

Sale of Arrack Rents, 1939-40, Ratnapura District.

SEALED tenders will be received at the Ratnapura Kachcheri by the Government Agent, Province of Sabaragamuwa, at the hours shown below on Friday, June 30, 1939, for the purchase of the exclusive privilege of selling arrack in the local areas specified in the schedule below for the period October 1, 1939, to September 30, 1940, subject to the General Conditions applicable to all Excise Licences published by Excise Notification No. 329 in *Government Gazette* No. 8,368 of May 11, 1938, and to Arrack Rent Sale Conditions for 1939-40 published in the *Government Gazette* No. 8457 of June 9, 1939.

2. Every tender shall be made on the prescribed form and be accompanied by a Treasury or Kachcheri Receipt acknowledging the sum of Rs. 250 in respect of Balangoda Tavern and Rs. 100 in respect of Pinnawala Tavern.

3. Tender forms can be obtained from the following offices:—

- (1) General Treasury, Colombo,
- (2) Office of the Excise Commissioner, Colombo,
- (3) Office of the Assistant Commissioner of Excise, Western Division, Colombo,
- (4) Office of the Superintendent of Excise, Ratnapura,
- (5) Colombo Kachcheri,
- (6) Ratnapura Kachcheri,
- (7) Badulla Kachcheri,
- (8) Kalutara Kachcheri,
- (9) Kegalla Kachcheri.

4. No tender will be considered unless the person making such tender be present in person at the required time on Friday, June 30, 1939, at the Ratnapura Kachcheri. A tender may be sent earlier by post but the envelope must be sealed and superscribed "Arrack Rent Tender" in red ink.

5. The successful tenderer shall immediately on being declared the grantee sign the conditions of sale and pay to the Government Agent a sum equivalent to two months' rent of the privilege, *in cash*, as a security deposit.

6. Further information can be obtained on application at the Ratnapura Kachcheri.

The Kachcheri,
Ratnapura, June 3, 1939.

R. M. DAVIES,
Government Agent.

Schedule referred to.

Tavern No.	Division.	Local Area.	Tenders close at
1 ..	Balangoda Sanitary Board town	Within the Sanitary Board limits of Balangoda	11 A.M.
2 ..	Kadawata Korale	Within the village of Pinnawala	11 30 ,,

Resale of Toddy Rents, 1938-39, Ratnapura District.

SEALED tenders will be received at the Ratnapura Kachcheri by the Government Agent of the Province of Sabaragamuwa, on Saturday, June 24, 1939, at 10.30 A.M. for the purchase of the exclusive privilege of selling fermented toddy by retail in the local area specified in the schedule below for the period July 1, 1939, to September 30, 1939, subject to the General Conditions applicable to all Excise Licences published in Excise Notification No. 329 in *Government Gazette* No. 8,368 of May 11, 1938, and to Toddy Rent Sale Conditions for 1938-39 published in the same *Gazette*.

2. Every tender shall be made on the prescribed form and be accompanied by a Treasury or Kachcheri Receipt acknowledging the sum of Rs. 100.

3. Tender forms can be obtained from the following offices:—

- (1) General Treasury, Colombo,
- (2) Office of the Excise Commissioner, Colombo,
- (3) Office of the Assistant Commissioner of Excise, Western Division, Colombo,
- (4) Office of the Superintendent of Excise, Ratnapura,
- (5) Colombo Kachcheri,
- (6) Ratnapura Kachcheri,
- (7) Badulla Kachcheri,
- (8) Kalutara Kachcheri,
- (9) Kegalla Kachcheri.

4. No tender will be considered unless the person making such tender be present in person at the required time on Saturday, June 24, 1939. A tender may be sent earlier by post but the envelope must be sealed and superscribed "Toddy Rent Tender" in red ink.

5. The successful tenderer shall immediately on being declared the grantee sign the conditions of sale and pay to the Government Agent, a sum equivalent to two months' rent of the privilege as a security deposit *in cash*.

6. Further information can be obtained on application at the Ratnapura Kachcheri.

The Kachcheri,
Ratnapura, June 7, 1939.

R. M. DAVIES,
Government Agent.

Schedule referred to.

Tavern No.	Division.	Local Area.	Tenders close at
2 ..	Kolonna korale	Ulunduwawa village	10.30 A.M.

Sale of Toddy Rents, 1939-40, Ratnapura District.

SEALED tenders will be received at the Ratnapura Kacheheri by the Government Agent, Province of Sabaragamuwa, at the hours shown below on Friday, June 30, 1939, for the purchase of the exclusive privilege of selling fermented toddy by retail in the local areas specified in the schedule below for the period October 1, 1939, to September 30, 1940, subject to the General Conditions applicable to all Excise Licences published by Excise Notification No. 329 in *Government Gazette* No. 8,368 of May 11, 1938, and to Toddy Rent Sale Conditions for 1939-40 published in *Gazette* No. 8,448 of April 28, 1939.

2. Every tender shall be made on the prescribed form and be accompanied by a Treasury or Kacheheri Receipt acknowledging the sum of Rs. 250 in respect of Balangoda Tavern and Rs. 100 in respect of each of the other taverns or the two taverns grouped together.

3. Tender forms can be obtained from the following offices :—

- (1) General Treasury, Colombo.
- (2) Office of the Excise Commissioner, Colombo.
- (3) Office of the Assistant Commissioner of Excise, Western Division, Colombo.
- (4) Office of the Superintendent of Excise, Ratnapura.
- (5) Colombo Kacheheri.
- (6) Ratnapura Kacheheri.
- (7) Badulla Kacheheri.
- (8) Kalutara Kacheheri.
- (9) Kegalla Kacheheri.

4. No tender will be considered unless the person making such tender be present in person at the required time on Friday, June 30, 1939. A tender may be sent earlier by post but the envelope must be sealed and superscribed "Toddy Rent Tender" in red ink.

5. The successful tenderer shall immediately on being declared the grantee sign the conditions of sale and pay to the Government Agent a sum equivalent to two months' rent of the privilege as a security deposit *in cash*.

6. Further information can be obtained on application at the Ratnapura Kacheheri.

The Kacheheri,
Ratnapura, June 3, 1939.

R. M. DAVIES,
Government Agent.

Schedule referred to.

Tavern No.	Division.	Local Area.	Hour of closing.
1 ..	Balangoda Sanitary Board town..	Within the Sanitary Board limits of Balangoda	.. 1.15 P.M.
2 ..	Nawadun korale	.. Within the village of Kadurugawatta	.. 1.45 ..
3 ..	Kadawata korale	.. Within the village of Pinnawala	.. 2.15 ..
4 ..		Do.	.. Within the village of Morahela	.. 2.45 ..
5 ..	Kolonna korale	.. Within the village of Ulinduwwa	.. 2.45 ..

NOTICE is hereby given that a poll will be held at Halgolla Group, Weighing up Shed, Yatiyantota, at 10 A.M. on Saturday, June 17, 1939, for the purpose of ascertaining whether the estate labourers of Halgolla Group desire that an estate arrack and toddy canteen should be opened on the estate.

The Kacheheri,
Kegalla, June 3, 1939.

R. ALUWIHARE,
Assistant Government Agent.

sizes ; 7 booms, rowing ; 1 hook, boat ; 1 boom, outrigger ; 3 masts, pilot boat ; 5 oars, ashwood ; 4 oar handles with blades, anchor boat ; 13 oar handles with blades, pilot boat ; 4 oar handles steering, anchor boat ; 2 oar handles steering, pilot boat ; 4 flag poles ; 1 yard, pilot boat ; 2 screw drivers (3 in. by 6 in.) ; 1 chair, wooden ; 15 tins, empty, kerosene oil ; 16 drums, paint 28 lb., empty ; 1 nun buoy.

S. M. DUFF,
for Chairman, Colombo Port Commission.
Colombo, June 6, 1939.

SALES OF UNCLAIMED AND UNSERVICEABLE ARTICLES, &c.**Sale of Unserviceable Articles.**

NOTICE is hereby given that the under-mentioned unserviceable articles belonging to the Master Attendant's Department, Galle, will be sold by public auction on Tuesday, June 27, 1939, at the Assistant Master Attendant's Boathouse at Galle :—

Description of Articles.

Two clocks, "Williamson" and "Seth Thomas" ; 1 bucket, water, galvd. ; 2½ yards coir mat ; 6 plates, soup, enamel ; 8 plates, dinner, enamel ; 2 panes, glass, various

NOTICE is hereby given that the following unclaimed private property of long sentenced and deceased prisoners of Badulla Prison will be sold by public auction on Saturday, June 24, 1939, at 10 A.M., at the Badulla Prison premises :—

Five sarongs, 2 coats, 3 gauze banians, 1 leather belt, 4 handkerchiefs, 2 banians, 1 towel, 1 verty cloth, 1 white coth, 2 coat buttons and 2 waist chains.

The Prison,
Badulla, June 5, 1939.

D. W. B. BARON,
for Superintendent.