



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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APPOINTMENTS, &c., BY THE GOVERNOR.

No. 11 of 1941.

No. 6 of 1941.

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

J 100/40

Mr. J. W. H. O'REGAN to act as Secretary to the Governor with effect from January 1, 1941, until further orders.

J 100/40

Mr. H. A. C. DOBBS to act as Private Secretary to His Excellency the Governor with effect from January 1, 1941, until further orders.

J 100/40

Mr. D. W. B. BARON to act as Assistant Private Secretary to His Excellency the Governor with effect from January 3, 1941, until further orders.

J 38/40

Mr. I. M. DE SILVA to act in the office of Assistant Government Agent of the District of Kandy; Deputy Fiscal of the Kandy District; and Additional Magistrate of the judicial divisions of Kandy, Gampola, Nuwara Eliya-Hatton, and Dumbara with effect from January 2, 1941, until further orders.

J 100/40

Mr. G. S. PEIRIS to act as Office Assistant to the Assistant Government Agent, Nuwara Eliya, and Additional Magistrate, Nuwara Eliya-Hatton, with effect from January 1, 1941, until further orders.

J 56/40

Mudaliyar C. CANAPATHIPILLAI to be Office Assistant to the Government Agent, North-Western Province, with effect from January 3, 1941, until further orders.

J 66/40

Mr. C. E. P. JAYASURIYA to be, in addition to his own duties, an Additional Deputy Controller of Labour with effect from January 6, 1941, until further orders.

J 56/40

Mr. B. PONNIAH to be an Assistant Censor with effect from January 5, 1941, until further orders.

I 3/40

Mr. G. E. CHITTY, Advocate, to act as Crown Counsel with effect from January 3, 1941, until further orders.

By His Excellency's command,

Chief Secretary's Office,
Colombo, January 9, 1941.

G. S. WODEMAN,
Chief Secretary.

No. 7 of 1941.

CF D 476/39

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint the Rev. D. E. J. HODGE as Honorary Church of Ceylon Chaplain, Ceylon Defence Force, with effect from January 1, 1941, *vice* Canon A. M. WALMSLEY.

By His Excellency's command,

Chief Secretary's Office,
Colombo, January 8, 1941.

G. S. WODEMAN,
Chief Secretary.

No. 8 of 1941.

N 21/40

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following promotions in the 1st (Heavy) Regiment, Ceylon Garrison Artillery, with effect from December 23, 1940:—

To be Major.—Captain HAROLD GERALD CATO SPURRIER.

To be Temporary Lieutenant.—Second-Lieutenant LESLIE PEREIRA.

By His Excellency's command,

Chief Secretary's Office,
Colombo, January 3, 1941.

G. S. WODEMAN,
Chief Secretary.

No. 9 of 1941.

N 12/40

HIS EXCELLENCY THE GOVERNOR has accepted the resignation tendered by Second-Lieutenant EMMANUEL MALACHY CHRISTALYN BABAPULLE of his Commission in the Second (Anti-Aircraft) Regiment, Ceylon Garrison Artillery, with effect from December 12, 1940.

By His Excellency's command,

Chief Secretary's Office,
Colombo, January 3, 1941.

G. S. WODEMAN,
Chief Secretary.

No. 10 of 1941.

N 21/40

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following promotions in the Ceylon Medical Corps with effect from the dates shown against their names:—

To be Temporary Captains (Unpaid).

Lieutenant DON ARTHUR KURUPPU .. December 11, 1940
Lieutenant HERBERT CLIFFORD SERASINGHE .. December 29, 1940
Lieutenant WILLIAM DHARMARAJA RATNAVAL .. December 11, 1940
Lieutenant NEVIL EMILIANI MISSO .. December 11, 1940

By His Excellency's command,

Chief Secretary's Office,
Colombo, January 3, 1941.

G. S. WODEMAN,
Chief Secretary.

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

J 2/36

Mr. D. L. WELIKALA to be Additional District Judge, Additional Commissioner of Requests, and Additional Magistrate, Avissawella, from January 9 to 11, 1941.

J 30/36

Mr. E. P. WIJETUNGE to be Additional District Judge, Additional Commissioner of Requests, and Additional Magistrate, Matara, and Additional District Judge, Tangalla, from January 8 to 12, 1941.

J 40/36

Mr. D. RAJARATNAM to be Additional District Judge, Additional Commissioner of Requests, and Additional Magistrate, Trincomalee, from January 8 to 12, 1941.

J 1/36

Mr. V. RAMASWAMY to be Additional District Judge, Additional Commissioner of Requests and Additional Magistrate, Anuradhapura, during the absence of Mr. J. WILMOT PERERA, on January 6, 1941.

J 1/36

Mr. S. NATARAJA to be Additional District Judge, Additional Commissioner of Requests, and Additional Magistrate, Anuradhapura, from January 8 to 13, 1941.

J 3/36

Mr. T. F. BLAZE to be Additional District Judge, Badulla, and Additional Commissioner of Requests and Additional Magistrate, Badulla-Haldummulla, from January 9 to 14, 1941.

J 35/36

Mr. M. H. JAYATILEKE to be Additional Commissioner of Requests and Additional Magistrate, Panadure, and Additional District Judge, Colombo and Kalutara, from January 9 to 11, 1941.

J 22/36

Mr. ARTHUR A. PERERA to be Additional Commissioner of Requests, Additional District Judge, Additional Magistrate, and Additional Municipal Magistrate, Kandy; Additional Commissioner of Requests and Additional Magistrate, Dumbara; and Additional Commissioner of Requests, Additional Magistrate, and Additional District Judge, Kegalla, from January 9 to 11, 1941.

J 16/36

Mr. T. B. PANABOKKE to be Additional Commissioner of Requests and Additional Magistrate, Gampola, and Additional District Judge, Kandy, for the judicial division of Gampola, from January 9 to 11, 1941.

J 28/36

Mr. H. W. E. DIAS WANIGASEKERA to be Additional Commissioner of Requests and Additional Magistrate, Matale; Additional Commissioner of Requests and Additional Magistrate, Dumbara; and Additional District Judge, Kandy, from January 9 to 12, 1941.

J 26/36

Mr. V. I. V. GOMIS to be Additional Commissioner of Requests, Additional Magistrate, and Additional District Judge, Kurunegala, from January 9 to 12, 1941.

J 11/36

Mr. J. N. C. TIRUCHELVAM to be Additional Municipal Magistrate and Additional Magistrate, Colombo, on January 10 and 11, 1941.

J 50/38

Mr. T. ARUMANAYAGAM to be Additional Magistrate, Additional Commissioner of Requests, Jaffna at Mallakam; Additional Magistrate and Additional Commissioner of Requests, Kayts; and Additional District Judge, Jaffna, on January 10, 1941.

J 50/38

Mr. T. KUMARASWAMY to be Additional Magistrate, Additional Commissioner of Requests, Jaffna at Mallakam; Additional Magistrate and Additional Commissioner of Requests, Kayts; and Additional District Judge, Jaffna, on January 8 and 9, and from 11 to 13, 1941.

By His Excellency's command,

Legal Secretary's Office,
Colombo, January 6, 1941.

ROBERT H. DRAYTON,
Legal Secretary.

No. 12 of 1941.

IN pursuance of the powers delegated by HIS EXCELLENCY THE GOVERNOR to me in that behalf, Mr. M. A. PONNIAH has been appointed, under section 372 of the Civil Procedure Code, to be, while acting in the office of Maniagar, Punakari-Tunukkai division, Jaffna District, an officer specially authorized to administer the Oaths or Affirmations which are requisite to the making of affidavits mentioned in section 371 of the said Code, for the judicial district of Jaffna, with effect from January 3, 1941.

Legal Secretary's Office,
Colombo, January 3, 1941.

ROBERT H. DRAYTON,
Legal Secretary.

G 31/36

No. 13 of 1941.

V 31/36

IN pursuance of the powers delegated by HIS EXCELLENCY THE GOVERNOR to me in that behalf, Mr. W. R. EHELIYAGODA has been appointed temporarily, under section 65 of the Village Communities Ordinance (Cap. 198), as President, Village Tribunals, Beligal and Paranakuru korales, during the absence of Mr. T. B. BELIGODAPITTA, from January 6, 1940, or until further orders.

Legal Secretary's Office,
Colombo, January 6, 1941.

ROBERT H. DRAYTON,
Legal Secretary.

No. 14 of 1941

M. L. A.—E 759/L. D.—B 113/33

IN pursuance of the power delegated to Ministers by HIS EXCELLENCY THE GOVERNOR under Article 40 (3) of the Ceylon (State Council) Order in Council, 1931, by the notification dated June 6, 1932, published in the *Gazette* of June 10, 1932, Mr. V. C. JAYASURIYA, Assistant Commissioner of Local Government, has been appointed to perform temporarily the duties of Secretary to the Minister for Local Administration and Clerk to the Executive Committee of Local Administration, from January 3, 1941, to January 30, 1941.

S. W. R. D. BANDARANAIKE,
Minister for Local Administration.
Colombo, December 23, 1940.

No. 15 of 1941.

H 225

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 12 (2) of the Poor Law Ordinance, No. 30 of 1939, to nominate Mr. P. M. JAYAWARDENE to be a member of the Galle Public Assistance Committee, for the period ending June 30, 1943, in place of Mr. E. M. KARUNARATNE.

S. W. R. D. BANDARANAIKE,
Minister for Local Administration.
Colombo, January 6, 1941.

No. 16 of 1941.

I 96

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 11 of the Thoroughfares Ordinance (Chapter 148), to appoint Gate Mudaliyar D. H. KOTALAWALA, M.S.C., Mr. G. C. RAMBUKOTA, M.S.C., Mr. D. D. GUNASEKERA, M.S.C., Mr. A. J. WICKWAR, and Mr. S. A. PEIRIS to be members of the Provincial Road Committee, Uva, for the year 1941.

S. W. R. D. BANDARANAIKE,
Minister for Local Administration.
Colombo, January 3, 1941.

No. 17 of 1941.

I 76

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 11 of the Thoroughfares Ordinance (Chapter 148), to appoint Mr. H. L. RATWATTE, M.S.C., Mr. DUDLEY SENANAYAKE, M.S.C., Mr. J. KURUPPU, M.S.C., Mr. H. A. GUNASEKERA, M.S.C., and Mr. H. L. ROCH to be members of the Provincial Road Committee, Sabaragamuwa, for the year 1941.

S. W. R. D. BANDARANAIKE,
Minister for Local Administration.
Colombo, January 3, 1941.

No. 18 of 1941.

N 6575

IN pursuance of the powers delegated by HIS EXCELLENCY THE GOVERNOR to me in that behalf, Mr. S. MARALANDE, Probationary Divisional Revenue Officer attached to the Kandy Kachcheri, has been appointed temporarily, under section 65 of the Village Communities Ordinance (Cap. 198), as President, Village Tribunals, Harispattu and Tumpane, during the absence of Mr. L. B. HINDAGALA, from January 10 to 13, 1941.

The Kachcheri,
Kandy, January 7, 1941.

E. T. DYSON,
Government Agent.

APPOINTMENTS, &c., OF REGISTRARS.

THE following appointments made under the proviso to section 2 (3) of the Registration of Documents Ordinance (Chapter 101) are hereby notified:—

JOSEPH VENAYAGAM to act as Registrar of Lands, Puttalam, for seven days from December 17, 1940, during the absence of the Registrar, Mr. R. N. N. NILES, on leave.

RICHARD KUNARATNAM ARULAMPALAM to act as Additional Registrar of Lands, Colombo, for eight days from December 16, 1940, during the absence of the Additional Registrar, G. A. JAYAWARDHANA, on leave.

KARAWITAVIDANĒLAGE DON LEWIS PERERA KARAWITA to act as Additional Registrar of Lands, Colombo, on December 23, 1940, during the absence of the Additional Registrar, K. D. DE S. SAMARASINGHE, on other duty.

Registrar-General's Office,
Colombo, January 8, 1941.

R. S. V. POULLIER,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

N 30/40

HIS Excellency the Governor has been pleased, in terms of Regulations published in the *Gazette* of January 26, 1934, to grant the Efficiency Decoration (Ceylon), to the under-mentioned officer of the Ceylon Defence Force:—

Ceylon Engineers.—Captain and Quartermaster K. E. Kellar, M.B.E.

By His Excellency's command,

Chief Secretary's Office,
Colombo, January 3, 1941.

G. S. WODEMAN,
Chief Secretary.

LAND DEVELOPMENT ORDINANCE (CHAPTER 320).

IT is hereby notified for general information that His Excellency the Governor has been pleased to appoint Messrs W. A. Sharp Paul of Debatgama Group, Aranayake, nominated by the Kegalla Planters' Association, and G. S. Ross, nominated by the Kelani Valley Planters' Association, members of the Local Land Advisory Committees established under section 10 of the Land Development Ordinance (Chapter 320) for the Four Korales and the Three Korales and Lower Bulatgama divisions, respectively, of the Kegalla District, in place of Messrs. W. H. Gordon and B. C. W. Taylor who have left the Island.

D. S. SENANAYAKE,
Minister for Agriculture and Lands,
Ministry of Agriculture and Lands,
Colombo, January 3, 1941.

LAND DEVELOPMENT ORDINANCE (CHAPTER 320).

IT is hereby notified for general information that His Excellency the Governor has been pleased to appoint Mr. E. Muttukumaru, Proctor, S. C., Puttalam, a member of the Local Land Advisory Committee under section 10 of the Land Development Ordinance (Chapter 320), for the Puttalam District in place of Mr. W. A. Muttukumaru, deceased.

D. S. SENANAYAKE,
Minister for Agriculture and Lands,
Ministry of Agriculture and Lands,
Colombo, January 3, 1941.

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 (Cap. 325), the Executive Committee of Agriculture and Lands by this notification extends to March 20, 1941, the period for which the declaration made by the District Warden of the Batticaloa District under section 12 (1) of the Ordinance on December 20, 1940, and set out in the schedule hereto, shall be in force.

D. S. SENANAYAKE,
Minister for Agriculture and Lands,
Colombo, January 7, 1941.

SCHEDULE.

I, R. Y. Daniel, District Warden of the Batticaloa District, do hereby declare under section 12 (1) of the Fauna and Flora Protection Ordinance (Cap. 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.

R. Y. DANIEL,
District Warden, Batticaloa District.

The Kachcheri,
Batticaloa, December 20, 1940.

Area referred to.

The area of land situated in Lahugala in Panama pattu of the Batticaloa District of the Eastern Province; and bounded as follows:—

North by Pottuvil-Monaragala P. W. D. road, 8th to 10th milepost,
East by Kitulana paddy field and part of Oday-aar,
South by Heda-oya, and
West by Heda-oya.

Description of Elephant.

A male elephant about 7 feet in height. Circumference of front foot is 3½ feet and hind foot 3 feet 4 inches.

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 (Cap. 325), the Executive Committee of Agriculture and Lands by this notification extends to March 20, 1941, the period for which the declaration made by the District Warden of the Batticaloa District under section 12 (1) of the Ordinance on December 20, 1940, and set out in the Schedule hereto, shall be in force.

D. S. SENANAYAKE,
Minister for Agriculture and Lands,
Colombo, January 7, 1941.

SCHEDULE.

I, R. Y. Daniel, District Warden of the Batticaloa District, do hereby declare under section 12 (1) of the Fauna and Flora Protection Ordinance (Cap. 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.

R. Y. DANIEL,
District Warden, Batticaloa District.

The Kachcheri,
Batticaloa, December 20, 1940.

Area referred to.

The area of land situated in Punnanai in Korale pattu of the Batticaloa District of the Eastern Province; and bounded as follows:—

North by Manampitiya road from 27th mile to 35th mile.
East by ditto to Manthurai-aar.
South by Mylanthani to Panannai, and
West by Manampitiya road 35th mile to Punanni and Manthurai-aar.

Description of Elephant.

A male elephant about 6 ft. in height. The diameter of the front foot measures 2 ft. 9 in.

M. L. A.—B 1844/L. D.—B 251/40

THE URBAN COUNCILS ORDINANCE, NO. 61 OF 1939.

BY-LAW made by the Chilaw Urban Council under sections 166 and 170 (13) and (16) of the Urban Councils Ordinance, No. 61 of 1939, approved by the Executive Committee of Local Administration, and confirmed by the Governor by virtue of the powers vested in him by section 167 of the Ordinance.

S. W. R. D. BANDARANAIKE,
Minister for Local Administration.

Colombo, January 3, 1941.

By-law.

The premises described in the schedule hereto shall be exempt from the special water rate for the year 1941, levied under section 143 (b) of the Ordinance, and referred to in the notice dated December 18, 1940, and published in *Gazette* No. 8,698 of December 23, 1940.

SCHEDULE.

Canal road (Wattakkaliya road), Ward No. 1.

The premises bearing assessment numbers: 19/2 (83); 21 (84); 21/2, 21/3 (85); 21/4, 21/5 (86); 21/6 (87); 21/7, 21/8, 21/9 (88); 21/10 (89); 21/12 (90); 21/13 (91); 21/14 (92); 21/15 (93); 21/16 (94); 21/18 (95); 21/19 (95/1); 21/20 (96); 21/21 (97); 21/23 (98); 21/24, 21/25 (99); 23, 23/1 (100); 25, 25/1 (101); 27, 29 (102); 31, 31/1 (103); 33, &c. (104); 35 (105); 37 (106); 39 (107); 41, 41/1 (108); 47 (109); 49 (110); 51 (111); 51/1 (112); 53 (113); 55 (114); 57 (115); 59 (116); 61 (117); 63 (118); 65 (119); 71 (120); 6/1 (123); 20/2, 20/3, 20/4 (128); 20/6, 20/7 (129); 20/10 (130); 22 (131); 28 (132).

Puttalam road, Ward No. 2.

The premises bearing assessment numbers: 110 (243); 112 (244); 114 (245); 116 (246).

Wadia road, Ward No. 3.

The premises bearing assessment numbers: 69 (637); 32/8, 32/9, 32/10 (650); 32/11, 32/12 (651); 32/13 (652); 32/15 (653); 32/16 (654); 32/16A (654/1); 32/17 (655); 32/19 (656); 32/20 (657); 32/22 (658); 32/23 (659); 32/27A (661); 32/30 (662).

Cemetery road, Ward No. 5.

The premises bearing assessment numbers: 11 (990); 19 (994); 21 (995); 25 (996); 25/1 (997); 25/2, 29 (998); 27 (999); 33, 35, 35/1, 37, 37/1 (1000); 39 (1001); 39/1 (1002); 51 (1003); 53 (1004); 55 (1005); 57, 57/1, 57/2 (1006); 59 (1007); 61 (1008); 61/1 (1009); 61/2 (1010); 63/1 (1011); 63/2 (1012); 63/3 (1013).

THE CEYLON STATE MORTGAGE BANK ORDINANCE, 1931.

THE following rule made by the Board of Directors under section 90 (f) of the Ceylon State Mortgage Bank Ordinance, 1931, is hereby published for general information.

A. E. DE SILVA,

Colombo, December 19, 1940. Chairman, Board of Directors.

The rules made under section 90 (f) and published in the *Gazette* No. 7,939 of August 12, 1932, as last amended by the rule published in *Gazette* No. 8,544 of November 3, 1939, are hereby further amended by the repeal of rule 17 and substitution thereof of the following:—

17. The interest payable on loans granted by the Bank shall be according to the following rates:—

- (a) 6 per centum per annum where the amount of the loan is less than Rs. 5,000,
- (b) 5½ per centum per annum where the amount of the loan is less than Rs. 10,000 but not less than Rs. 5,000,
- (c) 5 per centum per annum where the amount of the loan is less than Rs. 50,000 but not less than Rs. 10,000,
- (d) 4½ per centum per annum where the amount of the loan is not less than Rs. 50,000.

Correction.

IN Notification dated December 10, 1940, sanctioning a scheme for the Periyaittimadu tank irrigation work, Mullaittivu District, under Irrigation Ordinance (Cap. 312), published in the *Government Gazette* of December 13, 1940, page 2049, in line 5 under clause 3 (2) of the scheme the words "112.55 ft. top width" should be read "112.5, 5 ft. top width".

NOTICES CALLING FOR TENDERS.

TENDERS for the supply of Potash Soft Soap manufactured in Ceylon will be received by the Chairman of the Tender Board at the General Treasury up to 12 noon on Tuesday, January 28, 1941.

Tenders should be on forms obtainable from the Government Storekeeper from whom all particulars on the subject can be obtained.

Colombo, January 3, 1941.

J. W. WARRY,
Government Storekeeper.

THE Chairman of the Tender Board, General Treasury, P. O. Box 500, Colombo, will receive tenders for the shipping of sawn timber, piles and baulks up to 12 noon on Tuesday, January 21, 1941.

Tenders should be on forms obtainable from the Government Storekeeper from whom all particulars on the subject can be obtained.

Colombo, January 7, 1941.

J. W. WARRY,
Government Storekeeper.

TENDERS are hereby invited for loading, unloading, and stacking of stores and materials, Ceylon Government Railway, for the period ending on September 30, 1941.

Tenders are due at the office of the Chairman, Tender Board, General Treasury, P. O. Box 500, Colombo, not later than midday on Tuesday, February 4, 1941.

All other necessary information can be obtained on application to the Railway Storekeeper, Colombo.

Ceylon Government Railway,
General Manager's Office,
Colombo, January 6, 1941.

W. G. HILLS,
General Manager.

THE Tender Board, P. W. D. Head Office, Colombo, will receive tenders up to 11 A.M. on Wednesday, February 5, 1941, for Overseer's Quarters, Elahara-Pallegama road.

2. Tenders should be firm and subject to no variation for fluctuation in prices.

3. Tenders must be sent strictly in accordance with the conditions of tender on forms obtainable from the Executive Engineer, Maradankadawala, from whom all particulars and information can be obtained and at whose office plans can be seen.

Failure to comply with conditions of tender will render the tender liable to rejection.

4. Tender forms will be issued up to 4.30 P.M. on Friday, January 31, 1941, only to those whose names appear in the P. W. D. Register of Contractors registered for works of this type.

5. The intending tenderer must deposit Rs. 25 at the P. W. D. Head Office, Colombo, or at any Kacheheri outside Colombo, and hand over the receipt to the Executive Engineer before tender forms are issued.

6. No tender deposit will be returned until the specification and agreement issued with the tender form have been returned intact to the Executive Engineer from whom they were received.

Public Works Office,
Colombo, January 7, 1941.

T. H. LEADER,
for Director of Public Works.

TENDERS are invited for clearing Minneriya-oya in connection with the Anti-Malaria Campaign.

All tenders should be in duplicate and sealed under one cover, and be addressed to the Chairman, Tender Board, General Treasury, P. O. Box No. 500, Colombo, and should reach him not later than 12 noon on Tuesday, January 28, 1941.

Conditions.

1. Tenders are to be made upon forms supplied on application at the Division of Sanitary Engineering, Torrington Square, Colombo, and no tender will be considered unless upon this recognized form. A deposit of Rs. 10 will be required to be made either at the Treasury or Kacheheri and a receipt produced for the same before any form of tender is issued.

2. Should any person decline to enter into the contract and bond or fail to furnish approved security within 10 days of receiving notice in writing of the acceptance of the tender, such deposits will be forfeited to the Crown; and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of the contract. No deposits for tender forms will be accepted at the office of the Division of Sanitary Engineering.

3. The successful tenderer will be required to furnish cash security of Rs. 250 and to sign the bond given in the tender for the fulfilment of the contract; also to furnish with each tender a letter in duplicate signed by two responsible persons whose addresses must be given, engaging to become additional security for the due performance of the contract. The amount deposited for tender forms will form part of the security.

4. No tender will be considered unless all the conditions above laid down have been strictly fulfilled.

5. The Government reserves to itself the right of rejecting any or all tenders, and the right of accepting any portion of a tender.

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

7. The contract shall be entered into by the contractor with the Sanitary Engineer, acting for and on behalf of His Majesty the King, and the designation of such officer for the time being holding such office and his successors in office for the time being under the Government of Ceylon.

8. Contracts may not be assigned, sublet, or otherwise transferred without the previous sanction of the Sanitary Engineer. Sanction will not be given for any transfers including powers of attorney in favour of persons in the defaulting contractors' list. No defaulting contractor shall be employed on any service connected with the contracts or the tenders.

9. The contractor shall at his own cost and charges furnish all labour implements, tools, and materials found necessary for the full and complete performance of the contract including the erection and maintenance of all temporary embankments, diversion channels, fences; and he shall in like manner furnish lights and watchmen and everything necessary for securing the public safety.

10. The contractor shall provide at all times during the construction of the work all pegs required for the proper setting out of the works and of all forms, sight rails and labour for fixing and adjusting same entirely at his own expense and to the satisfaction of the Sanitary Engineer and must allow for same in the rates submitted in his tender.

11. The contractor shall further, provide the Engineer-in-Charge with all necessary labour he may require from time to time in measuring up and checking the work during its progress.

12. The contractor will be held responsible for the proper protection of all pegs, sight rails, &c., and shall be liable for deductions being made against the value of works carried out by him to cover the cost of additional expense incurred by the Sanitary Engineer owing to neglect in this respect.

13. All pegs shall be of palu or other approved hardwood not less than 2 ft. in height and be of 2 in. by 2 in. section. No round timber pegs shall be used except when specially authorized. Sight rails and forms to be of 6 in. by 1½ in. timber.

14. The contractor shall not absent himself from the work without leaving a fully authorized English speaking Agent to act in his absence and he shall not re-let, sub-let or assign this contract or any portion of it without the assent of the Sanitary Engineer in writing. The contractor at all times must keep an English speaking foreman on the works.

15. The contractor shall be held responsible for any trespass on lands and for damages to property arising out of his contract and in the event of accident to any person or persons, damage to property, injury to cattle or damage or injury of any description to any person or thing, the contractor shall indemnify the Government from all claims on account thereof; and if the Government is called upon to pay any money in respect thereof, the sum so paid shall be charged to the contractor as money paid to him on account of his contract and the contractor shall not be at liberty to dispute or question the right of the Government to make such payment for him or on his account, notwithstanding the same may have been made without his consent or authority any decision or determination in law or otherwise to the contrary notwithstanding.

16. The Sanitary Engineer shall have full power to make any additions, omissions or variations in any part of the works during the progress thereof which he may deem proper and the contractor is hereby bound to make such additions, omissions or variations when required to do so by the Sanitary Engineer; and if such additions, omissions or variations shall entail extra expense on the contractor either in labour or materials, the same shall be allowed to the contractor or should it be a saving to the contractor either in labour or materials the same shall be deducted from the amount of the contract; in either case the amount is to be determined by the Sanitary Engineer, who shall value all additions, omissions, or variations according to the contract rates submitted. But no such additions, omissions, or variations shall in anywise have the effect of suspending, superseding, annulling, or rescinding the said contract, which shall continue to subsist notwithstanding such additions, omissions, or variations being made. And every such addition, omission, or variation shall be performed and made by the contractor; under and subject to the conditions, stipulations, and covenants expressed in the contract as if such addition, omission, or variation had been expressed and specified in the terms of the contract; and no additions, omissions, variations or extra work whatever shall be done without the written authority of the Sanitary Engineer, given prior to the execution of such work, nor will any allowance or payment be made for the same in case it should be done without such authority.

17. Any person employed by the contractor on the works, who in the opinion of the Sanitary Engineer is considered incompetent or who shall act in an improper manner, may be discharged by the Engineer, and such person shall not be again employed upon the works without written permission from the Sanitary Engineer.

18. Should it be deemed necessary on account of the inclemency of the weather or from any other cause to suspend the works or any portion of them, the Sanitary Engineer or Officer-in-Charge of works shall have power to direct such delay without any extra allowance being demanded by the contractor, but the period during which such works may be suspended shall be allowed to the contractor in computing the time for the completion of the work.

19. If the contractor shall not execute the work in a sound and workmanlike manner or with due diligence, or if he shall not regularly proceed with the works to the satisfaction of the Sanitary Engineer, it shall be lawful for the Government to give the contractor notice in writing signed by the Sanitary Engineer requiring him forthwith to proceed with the due execution of the works, and in case the

contractor shall fail to satisfy these requirements within seven days after the service of such notice, the Sanitary Engineer shall be at liberty to proceed with the work as he thinks fit.

20. If the contractor shall be declared bankrupt or petition any court having jurisdiction in bankruptcy for the liquidation of his affairs by arrangement or composition or for otherwise arranging or compounding with his creditors, it shall be lawful for the Sanitary Engineer or Officer-in-Charge of the works to take possession on behalf of the Government of all plant, implements, tools, and materials upon the works belonging to the contractor, and to employ any other contractor, workmen, or other person by contract, piece work, day work or otherwise, and to proceed with and complete the works. On the expiration of the said notice or on such bankruptcy or petition, or arrangement as the case may be, the contract shall, at the option of the Government, become void as to the contractor, without prejudice to any right of action which the contractor may be subject unto for not proceeding with the works in accordance with the specification.

21. The work will be measured up monthly by the Sanitary Engineer or Officer-in-Charge of the works whose measurements will be final. Only the net measurements of work will be allowed notwithstanding any local or other usage or custom to the contrary.

22. The Sanitary Engineer or Officer-in-Charge of the works will certify monthly, on account, and the final certificate will be made out upon measurements based on the actual quantities and of the works executed according to the accepted contract rates.

23. The contractor shall maintain at his own expense and keep in proper repair to the satisfaction of the Sanitary Engineer, the whole of the works for a period of three calendar months after the completion of same.

24. Payments for works will be made monthly on the basis of 85 per cent. of the estimated value of the work executed, the balance 15 per cent. will be retained in the hands of Government until the completion of the work, and will be forfeited by way of liquidated and ascertained damages to the Government should the contractor fail to complete his contract to the entire satisfaction of the Sanitary Engineer.

25. The cash security will be retained until the maintenance period has been completed and the works handed over. No payment or certificate shall protect or be deemed to protect the contractor in case of overpayment, or in case it shall at any time within the term of maintenance appear that the works or any part of them have not been executed in accordance with the specification.

Torrington Square,
Colombo, January 8, 1940.

H. NORMAN WORTH,
Sanitary Engineer.

TENDERS are invited for improving the outlet channel in Crown land on the northern boundary of Admiralty area China Bay in connection with the Anti-Malaria Campaign.

All tenders should be in duplicate and sealed under one cover, and be addressed to the Chairman, Tender Board, General Treasury, P. O. Box No. 500, Colombo, and should reach him not later than 12 noon on Tuesday, January 28, 1941.

Conditions.

1. Tenders are to be made upon forms supplied on application at the Division of Sanitary Engineering, Torrington Square, Colombo, and no tender will be considered unless upon this recognized form. A deposit of Rs. 10 will be required to be made either at the Treasury or Kacheheri and a receipt produced for the same before any form of tender is issued.

2. Should any person decline to enter into the contract and bond or fail to furnish approved security within 10 days of receiving notice in writing of the acceptance of the tender, such deposits will be forfeited to the Crown; and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of the contract. No deposits for tender forms will be accepted at the Office of the Division of Sanitary Engineering.

3. The successful tenderer will be required to furnish cash security of Rs. 250 and to sign the bond given in the tender for the fulfilment of the contract; also to furnish with each tender a letter in duplicate signed by two responsible persons whose addresses must be given, engaging to become additional security for the due performance of the contract. The amount deposited for tender forms will form part of the security.

4. No tender will be considered unless all the conditions above laid down have been strictly fulfilled.

5. The Government reserves to itself the right of rejecting any or all tenders, and the right of accepting any portion of a tender.

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

7. The contract shall be entered into by the contractor with the Sanitary Engineer, acting for and on behalf of His Majesty the King, and the designation of such officer for the time being holding such office and his successors in office for the time being under the Government of Ceylon.

8. Contracts may not be assigned, sublet, or otherwise transferred without the previous sanction of the Sanitary Engineer. Sanction will not be given for any transfers including powers of attorney in favour of persons in the defaulting contractors' list. No defaulting contractor shall be employed on any service connected with the contracts or the tenders.

9. The contractor shall at his own cost and charges furnish all labour implements, tools, and materials found necessary for the full and complete performance of the contract including the erection and maintenance of all temporary embankments, diversion channels, fences; and he shall in like manner furnish lights and watchmen and everything necessary for securing the public safety.

10. The contractor shall provide at all times during the construction of the work all pegs required for the proper setting out of the works and of all forms, sight rails and labour for fixing and adjusting same entirely at his own expense and to the satisfaction of the Sanitary Engineer and must allow for same in the rates submitted in his tender.

11. The contractor shall further, provide the Engineer-in-charge with all necessary labour he may require from time to time in measuring up and checking the work during its progress.

12. The contractor will be held responsible for the proper protection of all pegs, sight rails, &c., and shall be liable for deductions being made against the value of work carried out by him to cover the cost of additional expense incurred by the Sanitary Engineer owing to neglect in this respect.

13. All pegs shall be of palu or other approved hardwood not less than 2 ft. in height and be of 2 in. by 2 in. section. No round timber pegs shall be used except when specially authorized. Sight rails and forms to be of 6 in. by 1½ in. timber.

14. The contractor shall not absent himself from the work without leaving a fully authorized English speaking Agent to act in his absence and he shall not re-let, sublet or assign this contract or any portion of it without the assent of the Sanitary Engineer in writing. The contractor at all times must keep an English speaking foreman on the works.

15. The contractor shall be held responsible for any trespass on lands and for damages to property arising out of his contract and in the event of accident to any person or persons damage to property, injury to cattle or damage or injury of any description to any person or thing, the contractor shall indemnify the Government from all claims on account thereof; and if the Government is called upon to pay any money in respect thereof, the sum so paid shall be charged to the contractor as money paid to him on account of his contract and the contractor shall not be at liberty to dispute or question the right of the Government to make such payment for him or on his account, notwithstanding the same may have been made without his consent or authority any decision or determination in law or otherwise to the contrary notwithstanding.

16. The Sanitary Engineer shall have full power to make any additions, omissions or variations in any part of the works during the progress thereof which he may deem proper and the contractor is hereby bound to make such additions, omissions or variations when required to do so by the Sanitary Engineer; and if such additions, omissions or variations shall entail extra expense on the contractor either in labour or materials, the same shall be allowed to the contractor or should it be a saving to the contractor either in labour or materials the same shall be deducted from the amount of the contract; in either case the amount is to be determined by the Sanitary Engineer, who shall value all additions, omissions, or variations according to the contract rates submitted. But no such additions, omissions, or variations, shall in anywise have the effect of suspending, superseding, annulling, or rescinding the said contract, which shall continue to subsist notwithstanding such additions, omissions, or variations being made. And every such addition, omission, or variation shall be performed and made by the contractor; under and subject to the conditions, stipulations, and covenants expressed in the contract as if such addition, omission, or variation had been expressed and specified in the terms of the contract; and no additions, omissions, variations or extra work whatever shall be done without the written authority of the Sanitary Engineer, given prior to the execution of such work, nor will any allowance or payment be made for the same in case it should be done without such authority.

17. Any person employed by the contractor on the works, who in the opinion of the Sanitary Engineer is considered incompetent

or who shall act in an improper manner, may be discharged by the Engineer, and such person shall not be again employed upon the works without written permission from the Sanitary Engineer.

18. Should it be deemed necessary on account of the inclemency of the weather or from any other cause to suspend the works or any portion of them, the Sanitary Engineer or Officer-in-charge of works shall have power to direct such delay without any extra allowance being demanded by the contractor, but the period during which such works may be suspended shall be allowed to the contractor in computing the time for the completion of the work.

19. If the contractor shall not execute the work in a sound and workmanlike manner or with due diligence, or if he shall not regularly proceed with the works to the satisfaction of the Sanitary Engineer, it shall be lawful for the Government to give the contractor notice in writing signed by the Sanitary Engineer requiring him forthwith to proceed with the due execution of the works, and in case the contractor shall fail to satisfy these requirements within seven days after the service of such notice, the Sanitary Engineer shall be at liberty to proceed with the work as he thinks fit.

20. If the contractor shall be declared bankrupt or petition any court having jurisdiction in bankruptcy for the liquidation of his affairs by arrangement or composition or for otherwise arranging or compounding with his creditors, it shall be lawful for the Sanitary Engineer or Officer-in-charge of the works to take possession on behalf of the Government of all plant, implements, tools, and materials upon the works belonging to the contractor, and to employ any other contractor, workmen, or other person by contract, piece work, day work or otherwise, and to proceed with and complete the works. On the expiration of the said notice or on such bankruptcy or petition, or arrangement as the case may be, the contract shall, at the option of the Government, become void as to the contractor, without prejudice to any right of action which the contractor may be subject unto for not proceeding with the works in accordance with the specification.

21. The work will be measured up monthly by the Sanitary Engineer or Officer-in-charge of the works whose measurements will be final. Only the net measurements of work will be allowed notwithstanding any local or other usage or custom to the contrary.

22. The Sanitary Engineer or Officer-in-charge of the works will certify monthly, on account, and the final certificate will be made out upon measurements based on the actual quantities and of the works executed according to the accepted contract rates.

23. The contractor shall maintain at his own expense and keep in proper repair to the satisfaction of the Sanitary Engineer, the whole of the works for a period of three calendar months after the completion of same.

24. Payments for works will be made monthly on the basis of 85 per cent. of the estimated value of the work executed, the balance 15 per cent. will be retained in the hands of Government until the completion of the work, and will be forfeited by way of liquidated and ascertained damages to the Government should the contractor fail to complete his contract to the entire satisfaction of the Sanitary Engineer.

25. The cash security will be retained until the maintenance period has been completed and the works handed over. No payment or certificate shall protect or be deemed to protect the contractor in case of overpayment, or in case it shall at any time within the term of maintenance, appear that the works or any part of them have not been executed in accordance with the specification.

Torrington Square,
Colombo, January 8, 1941.

H. NORMAN WORTH,
Sanitary Engineer.

Tenders for the Right to Exploit Crown Forests for Sleeper and Timber Supplies, 1941.

TENDERS are hereby invited for the right to fell trees, convert them into sleepers, timber in the log, sawn timber, &c., and collect and remove these from the areas referred to in the annexed schedule, at the rates shown for the respective classes offered for sale, and will be received by the Chairman, Tender Board, General Treasury, Colombo, up to midday on Tuesday, February 4, 1941.

2. All tenders should be in duplicate and sealed under one cover and should be addressed to the Chairman, Tender Board, General Treasury, P. O. Box 500, Colombo.

3. Tenders should be marked "Tender for the Right to Exploit Crown Forests for Sleeper Supply, &c." in the left hand top corner of the envelope and should reach the General Treasury not later than midday on Tuesday, February 4, 1941. *Each area shown separately in the annexed schedule should be tendered for separately.*

4. Tenders should either be deposited in the tender box in the General Treasury, Room No. 223, Second Floor, Galle Face Secretariat, Colombo, or be sent through the post preferably under registered cover.

5. Tenders are to be made upon forms which will be supplied upon application at any of the Divisional Forest Offices in Jaffna, Batticaloa, and Kurunegala, or the Head Office, and no tender will be considered unless it is on the recognized form.

6. All alterations and erasures in tenders must be initialled by the tenderers.

7. A deposit of Rs. 50 must be made either in the office of the Conservator of Forests or in a Kachcheri, and a receipt produced for same before any form of tender is issued. If a person to whom a tender form has been issued fails for no satisfactory reason to submit his tender within the time fixed in Condition 3 above, his tender form deposit of Rs. 50 will be liable to be forfeited at the discretion of the Conservator of Forests.

8. A tenderer shall before making his tender, examine in the office at which he obtains the tender form a copy of the agreement he will be required to execute in the event of his tender being accepted and shall sign and deliver a statement at the time of applying for a tender form to the effect that he has fully acquainted himself with the terms of such agreement and that in the event of his tender being accepted he will, within the time fixed in Condition 13 below, execute an agreement in terms of the specimen agreement. As evidence of his having examined the specimen agreement the tenderer shall sign his name on it in the space provided for the purpose.

9. A tenderer who has not previously held a Forest Department contract, when applying for tender forms, should furnish the Officer issuing the forms with a written statement giving his full name and permanent address, stating in which district or districts he owns landed property or other interests. The extent of landed property, and the nature and extent of other interests should also be given.

A tenderer, who has carried out contracts with the Department but not in the Division or Districts concerned in the notice calling for tenders, should state in which Division or District or Divisions or Districts he has held contracts.

A tenderer, who has carried out Government contracts with any other department should state the name of such department and the District in which the service was rendered, as well as the other information required.

No tender form will be issued to any person or on behalf of any person whose name appears in the list of defaulting contractors.

10. No tender will be considered unless the conditions laid down above have been complied with.

The Government reserves to itself the right without question to reject any or all offers and to accept any portion of an offer. No offers will be entertained from persons whose names appear on the list of defaulting contractors.

11. Tenderers should, before tendering, satisfy themselves as to the timber contents of the area of exploitation; no representations as to adequacy or quality of such contents will be entertained after an offer has been accepted for the right to exploit the area.

12. The tenderer should quote a lump sum (or premium) both in words and in figures, which shall indicate and include the amount of money the tenderer is prepared to pay for the exclusive right to exploit the area in question, but shall not include the value of the

material which the purchaser of the right shall pay to the Forest Department at the time of removal at the royalty rates specified in the schedule annexed. The attention of tenderers is specially drawn to the minimum premium, that will be considered, for each area shown in the annexed schedule.

The premium that is accepted by the Tender Board shall be paid in four equal instalments in four consecutive months, the first payment being made in terms of Condition 13 below.

13. The successful tenderer for each area shall within ten days of being informed in writing that his tender has been accepted, pay the first instalment of his offer and enter into the necessary agreement. He shall supply at his own cost a stamp of the value of Rs. 10 to be affixed to the original copy of the agreement. He shall also deposit before signing the agreement the amount shown in the schedule annexed thereto, as security for the due and punctual performance of the agreement. Should he fail to comply with these requirements his tender form deposit may be forfeited to the Crown; he may render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract in future, and to make good any resultant loss; further the service may be offered to another tenderer in which case no claim for any profit that may accrue to Government by such offer will be entertained. Notice of acceptance of the tender will be deemed to have been received by the tenderer if it has been sent by post addressed to, or left at, the address given by the tenderer. All other tender form deposits will be returned upon signature of the agreements.

14. The agreement shall be entered into by the successful tenderer (hereinafter called the contractor with the Divisional Forest Officer within whose jurisdiction the area of operation lies, acting for and on behalf of HIS MAJESTY THE KING, and the designation of such officer shall mean and include the officer for the time being holding such office and his successors in office for the time being under the Government of Ceylon.

15. After execution of the agreement the contractor may commence the felling and conversion of trees and the collection of timber at the Wayside Depots established by him in the area with the consent of the Divisional Forest Officer and referred to in the agreement, where, subject to reservation specified in Special Condition 3, payment must be made at the royalty rates referred to in the attached schedule, for the respective classes. Final removal will only be permitted on removal permits in the prescribed form, under the hand of a Forest Officer, and only in respect of timber which bears the Government hammer mark "S". Material transported outside the area of operations shall bear a distinctive property mark, indicating ownership of such material by the contractor, who shall register such property mark with the Divisional Forest Officer at the time of signing the agreement on payment of a fee of Re. 1 annually. In the case of any part of the timber which is permitted to be utilized as firewood, however, the Divisional Forest Officer may authorize the issue of removal permits without the necessity for stamping of or affixing any property mark to such material. The material found in the area will for purposes of payment be divided into the following classes:—

A.—Railway Sleepers.

- (i.) Broad Gauge : Satinwood, palu, milla, ranai, and na.
- (ii.) Narrow Gauge : do.

B.—Timber in the Log and Timber converted in the Forest.

- (i.) Ebony (cleaned).
- (ii.) Satinwood, nedun, jak, halmilla and margosa.
- (iii.) Palu, milla, ranai, na, hulanhik, kumbuk, kolon, tamarind, pihimbiya, kon.
- (iv.) Other species.

C.—Firewood.

- (i.) Firewood.

Royalty, at rates laid down in the annexed schedule will be recovered on:—

"A" (sleepers) per broad or narrow gauge sleeper of the following dimensions:—

Broad gauge	..	9 ft. by 10 in. by 5 in.
Narrow gauge	..	{ 5 ft. by 9 in. by 4½ in. 5 ft. by 10 in. by 5 in.

Recovery of royalty on broad gauge sleepers will be on a sliding scale commencing with the figure shown in the schedule for the first thousand sleepers and being reduced by 10 cents for each successive thousand of sleepers additionally removed.

"B" (timber in the log) per cubic foot calculated by multiplying the square of the quarter girth (measured midway between the two ends of the log) by the length.

"B" (timber converted in the forest) per cubic foot calculated by multiplying the length, breadth, and thickness; and on

"C" (firewood) per cart load.

15. (a) The contractor shall supply labour for enumeration of trees; stacking of timber in depots for purposes of taking stock or measurement with a view to recovery of royalty, &c., and for any other work connected with the agreement deemed necessary by the Divisional Forest Officer concerned. If the contractor shall fail to supply labour for such work, it shall be lawful for the Divisional Forest Officer (if it shall appear to him expedient to do so), to take the work into his own hands, after giving one week's notice in writing to the contractor that the said work will be completed by the Divisional Forest Officer and thereupon to employ sufficient workmen, overseers and materials to finish and complete the same. And the contractor shall be liable to pay and make good such sum or sums of money, if any, as may be spent by the Divisional Forest Officer in the completion of the said work and the contractor shall authorize the Divisional Forest Officer to recover such amount from moneys that may become payable to the contractor under this agreement.

15. (b) The contractor shall not in any manner do, cause, or procure to be done, any act, matter, or thing whatsoever to delay or impede the completion of any works under clause 15 (a) above which may be carried out by the Divisional Forest Officer or to obstruct the person or person so employed by the Divisional Forest Officer or to prevent them from using the implements, tools, &c., which shall have been or shall be provided for the execution of any of the said works, and shall not in any way molest or cause to be molested, the Divisional Forest Officer or any person employed by him.

16. The agreement may not be assigned or sublet without the authority of the Tender Board. The Tender Board reserves to itself the right to refuse to recognize a power of attorney issued by the contractor to any person authorizing him to carry on the agreement on contractor's behalf. In the event of the Tender Board refusing to authorize assignment or subletting of agreement or to recognize a power of attorney and the contractor not being prepared to carry on work on his own, the right of exploiting the area shall be readvertised and on its resale the contractor's rights shall automatically cease, and he shall not be entitled to refund of any sums paid by him or to any claim whatsoever on account of the resale.

17. The contractor shall not employ any person whose name is on the list of defaulting contractors. The Conservator of Forests may, for reasons which appear to him sufficient, give notice in writing of his objection to the employment by the contractor of any person specified in such notice, and no such person shall be employed by the contractor.

18. Special rules for felling, conversion, and removal of material which are to be observed by the contractor are more fully outlined in the Special Conditions given below. Nothing in these Special Conditions will exempt the contractor from liability under the Forest Ordinance, Cap. 311, should he be responsible for the commission of a Forest Offence.

19. The contractor shall indemnify the Crown against any claim, by or in respect of any employee of the contractor under the Workmen's Compensation Ordinance, Cap. 117.

20. The payments to which the contractor may render himself liable under the agreement may be deducted by the Divisional Forest Officer concerned from all moneys then due or that may become due to the contractor under this or any other contract he may hold under Government and/or from the security deposited by the contractor and hypothecated to the Crown under clause 13 hereof or be recovered from him by action at law.

21. The Government reserves to itself the right, without question, of ejecting the contractor's employees and of rescinding the agreement if the above conditions are not adhered to.

22. In case of any disagreement arising between parties to the agreement except where the right of final decision is reserved to the Conservator of Forests, it shall be referred to the Tender Board whose decision in every such case shall be final and binding on the parties to the agreement.

23. For any further information, application should be made to the officer issuing tender forms.

Special Conditions.

(1) The Forest Department will, as far as possible, assist contractors in disposing of material extracted from their areas. The Railway Department will buy direct from the contractors, subject to stipulations shown below, sleepers of the correct specification (copy attached) in respect of species, quality, and dimensions, brought from the felling area to the Railway line sides or station yards. The Railway Department will pay the contractors for all accepted sleepers at the following approximate rates:—

	Rs.	c.
Broad Gauge sleeper delivered on Broad Gauge line	..	5 50
Narrow Gauge sleeper delivered on Broad Gauge line	..	2 50

It should be understood by tenderers that no guarantee is held out that payment will be made by the Railway Department at the above rates as they are subject to revision. The contractor shall complete extraction of the minimum quantity for his coupe shown in the annexed schedule within the time allowed and maintain a steady supply of Broad gauge and Narrow gauge sleepers in the proportion of 4 Broad gauge sleepers to 1 Narrow gauge sleeper. Should he fail to do this he shall be liable to forfeit his security in full or in part.

(2) A Forest Department representative will pass all sleepers for species at the same time that the Railway Department's Inspecting Officer passes them for specification and payment; and the Forest Department will generally advise the contractor during the course of the work as to the specification and standard of sleepers required, but the onus of supplying sleepers which comply with the Railway Department's specification rests on the contractor alone.

(3) Royalty at the rates given in the schedule will be recovered on timber in the log, converted material other than sleepers and firewood at the Wayside Depot, as and when required by the Divisional Forest Officer, and in any case at intervals of not longer duration than one month. The time and place of recovery of royalty on sleepers will be fixed by the Conservator of Forests and his decision on all aspects of this question shall be final.

(4) Sleepers should be delivered at an agreed point on the line side or station yards in batches or parcels of not less than 600, and as sufficient quantities become available for handing over, the Forest Department will intimate the Railway Department to this effect. Such batch or parcel shall contain both Broad gauge and Narrow gauge sleepers in the proportion stipulated in Special Condition 1 above.

(5) The concession of advance payment on batches or parcels of sleepers awaiting inspection will be granted to contractors who make regular supplies, keep a steady average, maintain a high standard of production and do not allow dues to the Forest Department to fall into arrears. Should any advance payment represent on final acceptance of sleepers an overpayment such overpayment will be recovered from sums that subsequently become due to the contractor. The concession will be withdrawn from contractors who fall behind in supplies and payment of dues to the Forest Department. The grant and withdrawal of the concession will be entirely at the discretion of the Conservator of Forests and his decision shall be final.

(6) The contractor shall, if required by the Divisional Forest Officer, deposit with that officer such sum of money as may be required to secure the due payment of the royalty; and in the case of default being made in the payment at the prescribed time of any royalty accrued under the agreement the sum so accrued may be withdrawn by the said officer from the sum deposited and shall then be credited to Forest Revenue.

(7) The contractor will be allowed a sufficient area to yield a minimum of 6,000 Broad gauge and 1,500 Narrow gauge sleepers in the several forests enumerated in the schedule. Work at any time shall be confined to such limits as the Divisional Forest Officer may lay down.

(8) The conditions regarding felling operations, &c., are as follows:—

(a) No tree which has not been previously marked for felling by a Forest Officer shall be felled.

(b) The Forest Department shall have the right to select for supplies to the Central Timber Depot, Public Departments, or other purposes any trees felled in any forest included in the schedule annexed hereto. Any satin log over 5 feet in girth at the butt end, which has not been so selected, shall be converted into sleepers or scantlings or both. Any satinwood log having a girth at the butt end less than 5 feet or any log of other species of any girth not selected by the Forest Department may be removed by the contractor in log or scantlings, as he may desire.

(c) When satin trees are selected for the supply of logs to the Forest Department, the contractor shall convert, bark, and trim them according to instructions that may be issued to him and supply the logs at the nearest Railway Station loaded into Railway trucks and shall be paid for this service at the following rates:—

	Distance of Transport.			
	(a)	(b)	(c)	(d)
	10 Miles and under.	Over 10 Miles and up to 20 Miles.	Over 20 Miles and up to 30 Miles.	Over 30 Miles.
	Rs. c.	Rs. c.	Rs. c.	Rs. c.
Class I. over 6 ft. to 8 ft. mid-girth and 13 ft. to 18 ft. length, per c. ft. ..	1 0	1 25	1 50	1 75
Class II. 5 ft. to 6 ft. mid-girth and 13 ft. to 18 ft. length, per c. ft. ..	0 75	1 0	1 25	1 50
Class III. under 5 ft. mid-girth and 13 ft. to 18 ft. length, per c. ft. ..	0 60	0 80	1 0	1 25

An additional sum of 10 cents, 15 cents, 20 cents, or 25 cents per c. ft. corresponding respectively to the distances shown under (a), (b), (c) and (d) above will be paid for logs over 18 ft. in length and/or over 8 ft. in mid-girth.

(e) All cleaned ebony logs measuring 2 ft. and upwards in girth shall, if so required, be delivered to the Forest Department loaded into railway trucks at Railway Station nearest the coupe and the contractor will be paid for such logs at the following rates:—

	Rs. c.
(a) Where distance of transport is 10 miles or under ..	1 50 per c. ft.
(b) Where distance of transport is over 10 miles and up to 20 miles ..	1 80 "
(c) Where distance of transport is over 20 miles and up to 30 miles ..	2 15 "
(d) Where distance of transport is over 30 miles ..	2 50 "

(9) (f) Logs of other hardwoods, if so required, shall be delivered to the Forest Department loaded into Railway trucks at the nearest Railway Station and the contractor will be paid for such logs at the following rates:—

	Distance of Transport.			
	(a)	(b)	(c)	(d)
	10 Miles and under.	Over 10 Miles and up to 20 Miles.	Over 20 Miles and up to 30 Miles.	Over 30 Miles.
	Rs. c.	Rs. c.	Rs. c.	Rs. c.
Class I. over 6 ft. to 8 ft. mid-girth and 13 ft. to 18 ft. length, per c. ft. ..	0 75	1 0	1 25	1 50
Class II. 5 ft. to 6 ft. mid-girth and 13 ft. to 18 ft. length, per c. ft. ..	0 60	0 80	1 0	1 25
Class III. under 5 ft. mid-girth and 13 ft. to 18 ft. length, per c. ft. ..	0 60	0 80	1 0	1 25

An additional sum of 10 cents, 15 cents, 20 cents, or 25 cents per c. ft. corresponding respectively to the distances shown under (a), (b), (c), and (d) above will be paid for logs over 18 ft. in length and/or over 8 ft. in mid-girth.

(10) From the Teak working circle area the contractor shall also supply 60,000 c. ft. of timber of species other than satin, palu, milla rana, mi and ebony sawn to the following specifications: 50 per cent. in scantlings 4 in. by 2 in.; 25 per cent. in scantlings 4 in. by 4 in. and 25 per cent. in boards 1 in. by 1½ in. in thickness. Scantlings and boards shall be as long as possible but over 10 ft. Supplies shall be subject to the grading rules given below and delivered loaded into Railway trucks at the nearest Railway Station. Tenderers who tender for this area shall quote a rate per cubic foot for this supply.

Grading Rules.

(i.) Payment will be made on volume in cubic feet calculated by multiplying the length by the cross-section or on length in cubits for scantlings or area in square feet for boards as the case may be, subject to the following limitations:—

(a) Calculation of length will be taken on the lower half foot, e.g., 10 ft. 4 in. will be calculated as 10 ft.

(b) An allowance of not more than ¼ in. less or ¼ in. more than the stipulated widths and depths will be given, e.g., scantlings 4 in. by 4 in. will only be accepted if they measure not more than 4¼ in. or less than 3¾ in. calculation for payment being made as for stipulated section, 4 in. by 4 in.

(ii.) Material showing groups of borer attack will not be accepted. Material showing attack by "powder post" beetles in the sapwood will not be accepted.

(iii.) Material showing obvious fungal attack, e.g., blue discoloration will also be rejected.

(iv.) A maximum total length of all and splits of 1/12th of the total length of the board or scantling will be allowed.

(v.) Not more than 1 in. of sap either on one side or in total on both sides in boards up to 8 in., and not more than 1½ in. in boards exceeding 8 in. in width, will be accepted.

(vi.) Material showing dead or loose knots over ½ in. diameter for single knots or materials showing groups of tight knots will be rejected.

(11) (i.) If a contractor in the performance of his agreement does anything contrary to its terms or omits to do anything required thereby, the Conservator of Forests may:—

(a) in any case in which he is of opinion that such act or omission is a serious irregularity, cancel the said agreement and forfeit for the use of the Crown, the contractor's security deposit and all timber in the area and the wayside depot, whether paid for or not;

(b) in any case in which he is of opinion that such act or omission is a minor irregularity, fine the contractor.

(ii.) The Conservator of Forests may give the contractor time to pay such fine. If such fine be not paid within the time allowed for its payment, it will be recovered from the security deposited under General Condition No. 13.

(12) The contractor shall make good any deductions made from the security deposit within such time as the Conservator of Forests, may fix. If he fails to do so the Conservator of Forests may cancel his agreement and forfeit the balance of the said deposit.

(13) The contractor shall be liable to pay, at rates obtaining under the agreement for logs left lying in the area at the termination of the agreement which in the opinion of the Divisional Forest Officer are marketable or capable of being converted.

Any trees which stand unfelled in the coupe at the termination of the agreement shall be the property of the Crown and the contractor shall have no claim whatever to them.

(14) All demands for timber and firewood in the vicinity of an area under working shall be met from that area and the contractor will be required to meet those demands and will be allowed to charge any rate not in excess of Full Royalty prescribed by law for standing timber or firewood. The contractor shall issue licences for felling and removal on his own printed forms, which shall be subject to the approval of the Conservator of Forests. Materials thus sold shall bear the Government "S" hammer mark and the contractor's property mark side by side.

(15) All produce removed by the contractor or his licensee may be stopped and examined by any Forest Officer, anywhere, and, if there is reason to believe that money is payable to Government in respect of any portion of it, may be detained until such money is paid or until inquiry regarding it has been made. The contractor shall not be entitled to claim compensation for any loss occasioned by such detention.

(16) The contractor shall have the right to appeal to the Conservator of Forests in the event of the enforcement of any of the penalties specified in these conditions and the decision of the Conservator of Forests shall be final.

(17) Felling, conversion, collecting, and removal rights under this sale shall commence on February 17, 1941, or the date of signing the agreement whichever is later.

(18) The first consignment of not less than 600 broad gauge and narrow gauge sleepers must be ready for delivery to the Railway not later than May 31, 1941. In the case of delay a penalty of Rs. 25 may be imposed for every month or part of a month, after June 30, 1941, and until the first consignment is ready for delivery at the discretion of the Conservator of Forests.

(19) Felling, conversion, collection, and removal rights shall cease on December 31, 1941, in all cases. Applications for extensions of time will not be considered under any circumstances.

Office of the Conservator of Forests,
P. O. Box 500,
Colombo, January 8, 1941.

T. A. STRONG,
Conservator of Forests.

Copy of Railway Department's Specification for Sleepers.

(a) The broad gauge sleepers are for the 5 ft. 6 in. gauge lines and are to be 9 ft. long, 10 in. wide, and 5 in. deep, subject to a variation in length of 1 in. The narrow gauge sleepers are for the 2 ft. 6 in. gauge lines and are to be 5 ft. long, 9 in. wide, and 4½ in. deep, subject to a similar variation in length.

(b) All sleepers shall be cut from well matured trees of the true species of timber. Sleepers must be sawn, and shall be of good sound timber free from heartshake, sapwood, except as provided in (c) dry rot and knot holes shall be cut square out of winding and straight.

(c) Allowance may be made for small surface sunshakes, end shakes up to 6 in.; a few pinholes but not in groups, sound and firm knots up to 2 in., in diameter; sap or wane must not exceed 2 in. on either face and not come under the rail seat.

(d) The sleepers shall not be cut on full quarter and shall be cut with an allowance of ½ in. in width and ¼ in. in thickness to allow for shrinkage and no further allowance on account of size, except as provided above for length, shall be made.

SCHEDULE OF AREAS AND RATES OF REDUCED ROYALTY.

Division.	Area, Situation, and Means of Communication.	Minimum quantity of Sleepers to be Extracted.		Reduced Royalty.				Minimum Premium Security that will be considered.					
		B.G.	N.G.	Sleepers.		Timber in the Log, in the square and Converted Material.		Fire-wood.	Rs. c.	Rs. c.			
				B.G.	N.G.	Cl. I.	Cl. II.				Cl. III.	Cl. IV.	
North-Western	1. A portion of the northern section of Weerakulcholai Elavankulam Proposed Reserve situated in Pomparippu pattu and Rajawanni pattuwa of the Puttalam District. Distance of transport about 6 miles of forest track, 20 miles of cart track to the 17th milepost on the Anuradhapura-Puttalam road (or Puttalam Lagoon and thence by boat to Puttalam)	6,000..	1,500..	1..*	.40..	.75..	.15..	.10..	.05..	.10..	.675	0..500	0
Northern	2. A portion of the Northern section of Padawiya Proposed Reserve situated in Kurichuttu korale of Hurulu palata in Anuradhapura District	2,500..	600..	1..10*	.45..	1..	.50..	.25..	.10..	.40..	.200	0..200	0
	<i>Working Area 1.</i> —Average distance of transport 9 miles along forest track and thence along 7 miles of D. R. C. road to Omantai Railway Halt. <i>Working Area 2.</i> —Average distance of transport along forest track 19 miles and thence along 7 miles of D. R. C. road to Omantai Railway Halt	3,500..	900..	.90*	.40..	1..	.45..	.20..	.05..	.40..	.200	0..200	0
	3. A portion of the Southern section of Veppal Reserve situated in Musalai South Division in the District of Mannar. Distance of transport along forest track 6-8 miles and thence 20-30 miles by sea to Mannar	6,000..	1,500..	1.20*	.45..	1..	.50..	.25..	.05..	.40..	.200	0..200	0
Eastern	4. A portion of Teak Working Circle comprising the following units in the Batticaloa District (a) Pulluvetai, (b) Periyapullumalai, (c) Kopaveli (Rugam Series), (d) Vakaneri Punari, and (e) Seerangamadu-Devilane. If the area is short of sleepers extension of area will be allowed from Kumbukkan Reserve (Southern end). Distance of transport (a) adjoins Badulla-Batticaloa main road between 68-72 mileposts—about 34 miles to Batticaloa Railway Station. (b) Adjoins the Badulla-Batticaloa main road 72-75 milepost—about 32 miles to Batticaloa Railway Station. (c) Adjoins Badulla-Batticaloa road between 79-80 mileposts—about 24 miles to Batticaloa Railway Station. (d) Adjoins Habarana-Valaichenai road between 31-23 mileposts—1 mile to Punani Railway Station. (e) About 8 miles from Badulla-Batticaloa road and about 28 miles to Batticaloa Railway Station	6,000..	1,500..	1.30*	.50..	1..	.50..	.20..	.05..	.40..	.250	0..250	0
	5. A portion of the northern section of Panama Proposed Reserve in Vanniadikulam in the Minor Headman's division of Lahugala in Akkaraipattu in Batticaloa District. Distance of transport by forest track and D. R. C. road about 18 miles and thence by main P. W. D. road 17 miles to Kittangi ferry and 26 miles by lagoon to Batticaloa or alternatively about 5 miles by forest track and cart road to Tamarakulam and thence similarly by main P. W. D. road 27 miles to Kittangi Ferry	6,000..	1,500..	.90*	.30..	1..	.50..	.20..	.05..	.40..	.200	0..200	0
	6. A portion in the southern end of Nuwaragala Reserve, approximate northern limit a cut line running east to west below Friar's Head Trig. Station work to commence from cut line southwards. Situated in Nuwaragala in the Minor Headman's division of Kotalanta Vidane of Bintenne in Batticaloa District. Distance of transport is about 18 miles by forest and cart tracks and D. R. C. road to Kittangi or Mandur Ferries and thence 26-20 miles respectively by lagoon to Batticaloa	6,000..	1,500..	.70*	.20..	.60..	.30..	.15..	.05..	.20..	.100	0..100	0
	7. A portion of the southern section of Baron's Cap Proposed Reserve northern limit is a cut line running east to west. Work to commence from the south-western portion situated in Karaudanal in Eravur korale of the Batticaloa District. Distance of transport is about 15 miles by forest track (part to be opened) to Welikanda Railway Station	6,000..	1,500..	1.30*	.50..	1..	.50..	.20..	.05..	.40..	.250	0..250	0
	8. A portion of Pankulam (Northern Block) Proposed Reserve southern limit is the D. R. C. road from Amarivaya! passing through the Proposed Reserve situated in Pulmoddai of Kaddukulam East division of the Trincomalee District. Distance of transport is about 5 miles by D. R. C. road through the forest to Amarivaya! and thence about 40-45 miles by lagoon (Kokkilai) and sea to Trincomalee or China Bay	6,000..	1,500..	.90*	.30..	1..	.50..	.20..	.05..	.40..	.200	0..200	0

* This rate is for the first thousand sleepers removed; for each successive thousand subsequently removed a reduction of 10 cents in the royalty will be made, subject to the lowest rate being 50 cents.

N.B.—The Forest Department will not hold itself responsible for any damage caused to District Road Committee or Private roads over which timber is transported from the above.

Tender for Transporting Salt from the Kottus at the Karativu Saltern and Weighing and Delivering same into the Heap Spaces at the Platform.

SEALED tenders marked "Tender for the service of Transporting and Weighing and Delivering Salt at the Karativu Saltern", will be received by the Assistant Government Agent, Puttalam, up to noon on Monday, January 20, 1941, from persons willing to contract for the service of transporting more or less 10,000 cwt. of salt from the manufacturers' kottus at the Karativu Saltern and weighing and delivering same at the heap spaces on the platform.

Tenderers will note the following requirements:—

1. Tenderers should quote a consolidated rate per 1,000 cwt. for transporting the salt in sacks with mouths tied and weighing and delivering same into the heap spaces at the platform. Bags to be supplied by the successful tenderer.
2. Tenderers should be prepared to bring in and weigh and deliver at the heap spaces on the Storage Platform 1,000 cwt. daily.
3. The service will commence on a date to be fixed by the Assistant Government Agent, Puttalam.
4. All alterations or erasures in tenders must be initialled by the tenderer.
5. Each tenderer must deposit a sum of Rs. 25 in any Kachcheri before tendering and annex the receipt to the tender. No tender will receive any consideration where no such deposit has been made. This deposit will be confiscated if the tenderer is not prepared, or fails to enter into contract, or is unable to furnish certified security in Rs. 500, if required, for the due fulfilment of the contract. Unforfeited deposits will be returned to the tenderers.
6. Tenderers must name an address in Puttalam, where letters or notices may be served on or left for them.
7. A letter signed by two responsible persons whose addresses must be given engaging to become security for the due fulfilment of the contract should accompany the tender.
8. A duplicate of the tender should be forwarded by the tenderer by post to the Salt Adviser, Colombo, at the same time he forwards the original to the Assistant Government Agent, Puttalam.
9. The Government reserves to itself the right without question of rejecting any or all tenders and the right of accepting any portion of a tender.
10. No contract may be assigned or sublet without the authority of the Assistant Government Agent previously obtained in writing. The Government reserves to itself the right to refuse to recognize a power of attorney issued by the contractor to any person authorizing him to carry on the contract on the contractor's behalf.
11. No contract will be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any such person for carrying out or supervising work under the contract.
12. The successful tenderer will be required to employ only Ceylonese labourers in carrying out the work tendered for.

The employment of only Ceylonese labourers in carrying out the work tendered for will be made a condition of the contract and the failure on the part of the successful tenderer to fulfil this condition will be treated as a breach of the terms of the contract and will render the contract liable to cancellation: Provided however that in exceptional circumstances the head of the department with whom the contract is entered into may permit the contractor to employ any non-Ceylonese labourers previously approved by him in writing with the concurrence of the Treasury. The employment of non-Ceylonese labourers without such approval in writing and concurrence is forbidden.

The term "Ceylonese" shall mean and include all natural born British subjects born of parents domiciled in Ceylon.

The Kachcheri, Puttalam, January 6, 1941. J. L. E. FERNANDO, for Assistant Government Agent.

NOTICES UNDER "THE EXCISE ORDINANCE, No. 8 of 1912."

Re-Sale of Toddy Rents, Western Province, 1940-41.

TENDERS are hereby invited for the purchase of the exclusive privilege of selling fermented toddy by retail at the under-mentioned toddy tavern from February 1, 1941, to September 30, 1941, subject to 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. 8,606 of April 26, 1940.

2. Each tender must be accompanied by a Kachcheri or Treasury receipt acknowledging the deposit of Rs. 500 by the tenderer.
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.".
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. Tender forms will be issued at any of the following offices to those who produce Kachcheri/Treasury receipts for Rs. 500.
 - (a) the Colombo Kachcheri
 - (b) the Kalutara Kachcheri
 - (c) the Galle Kachcheri
 - (d) the Kurunegala Kachcheri
 - (e) the Puttalam Kachcheri
 - (f) The Treasury Officer, Chilaw
 - (g) the Excise Commissioner's Office, Fort, Colombo
 - (h) the Assistant Commissioner, S. D's Office, Kalutara
 - (i) the Assistant Commissioner, C. D's Office, Colombo
 - (j) the Circle Excise Office, Chilaw
6. (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.
7. The attention of all prospective tenderers is drawn to the fact that from and after October 1, 1940, tapping for, drawing of, and manufacturing sweet toddy without any licence, permit or authority will be allowed all over the Island, and also to condition No. 24 (4) (e) of the Toddy Rent Sale Conditions, 1940-41, and to Excise Notification No. 353 published in *Government Gazette* No. 8,615 of May 17, 1940.

The Kachcheri, Colombo, January 7, 1941. W. E. HOBDAV, Government Agent, W. P.

TAVERNS REFERRED TO ABOVE.

List of Toddy Taverns, Colombo District.

For Sale on January 21, 1941.

Serial No.	Division.	Local Area (within which tavern may be sited).	Time of Closure of Tenders. A.M.
19	Alutkuru korale north	Katunayaka	10. 0
25	Do.	Bambukuliya	10. 15

Hour of Opening: 7 A.M. Hour of Closing: 7 P.M.

Sale of Toddy Rents 1940-41—Mullaitivu District.

NOTICE is hereby given that the Assistant Government Agent, Mullaitivu, will receive sealed tenders for the purchase, subject to Toddy Rent Sale Conditions published in *Government Gazette* No. 8,606 of April 26, 1940, and General Conditions applicable to all Excise Licences published in *Government Gazette* No. 8,368 of May 11, 1938, of the exclusive privilege of selling fermented toddy by retail in the under-mentioned taverns during the period March 1, 1941 to September 30, 1941.

2. Every tender shall be made on blank tender forms which can be obtained at the Kachcheries at Vavuniya, Jaffna, Mannar, Anuradhapura and Trincomalee; the Excise Head Office, Colombo, the Excise Assistant Commissioner's Office, Jaffna and the Excise Superintendent's Office, Point Pedro.
3. The date and time of closing of tenders and the place at which the tenders will be received appear shown against each tavern.
4. A separate tender should be sent for each tavern and no person is permitted to send in more than one tender for any one tavern.
5. No tender will be considered unless the person making such tender is present in person. Tenders may be sent in by post or delivered at the Mullaitivu Residency but the envelopes must be sealed and marked on the left hand top corner with the name and the number of the tavern in respect of which the tender is made.
6. Each tenderer should enclose a Treasury or Kachcheri receipt for the sum of Rs. 50 for the fulfilment of the sale conditions. All such deposits should be made in the name of the Assistant Government Agent, Mullaitivu (Vavuniya) and will be liable to forfeiture if the successful tenderer fails to sign the conditions immediately he is declared the purchaser.
7. The Assistant Government Agent reserves to himself the right of rejecting any tender or bid without assigning any reasons therefore. Any tender which contains any unauthenticated alterations will be rejected.
8. The Assistant Government Agent reserves to himself the right of rejecting any or all tenders and putting up the rents immediately to public auction if satisfactory tenders are not received.
9. The successful tenderer or bidder on being declared the purchaser shall immediately pay to the Assistant Government Agent, Mullaitivu (Vavuniya) a sum equivalent to two months' rent as security deposit and sign the conditions of sale and shall sign the contract furnishing the necessary stamps therefor.
10. The conditions of sale and any other required information can be obtained on application at the Vavuniya Kachcheri.
11. The attention of all prospective tenderers is drawn to the fact that from and after October 1, 1940 tapping for, drawing of and manufacturing sweet toddy without any licence, permit or authority will be allowed all over the Island and also to condition 24 (4) (e) of the Toddy Rent Sale Conditions, 1940-41.

The Kachcheri, Vavuniya, January 7, 1941.

CARLTON S. COREA, Assistant Government Agent.

List of Taverns referred to.

No.	Division.	Local Area.	Date and Time of closing of Tenders.	Place.
2	Maritime pattus	Valayanmadam	January 27, 1941, 10. 0 A.M.	Mullaitivu Residency
6	Do.	Alampil	do. 10. 10 A.M.	
9	Vavuniya North	Kurisuddakulam	do. 10. 20 A.M.	
10	Do.	Kanagarayankulam	do. 10. 30 A.M.	

UNOFFICIAL ANNOUNCEMENTS.

D. C., Colombo, Case No. 2,679/Special.

In the matter of the winding up of the City Bank, Ltd. (Colombo Branch), Pettah, Colombo, and in the matter of the Companies Ordinance, No. 51 of 1938.

NOTICE is hereby given that upon the hearing of the petition of the Petitioning Creditor, Mr. S. N. Villavaran of Colombo, the District Court of Colombo, has by its order dated September 25, 1939, ordered the winding up of the said bank.

It is also notified that the said court has appointed Mr. P. S. Atchuthan Pillai, M.A.M.L., and Mr. S. A. Villavaran, Proctor, Supreme Court, Colombo, Provisional Liquidators of the said bank with power to collect the assets. The office of the said Provisional Liquidators shall be at 349, Dam street, Colombo.

Colombo, January 6, 1941.

F. E. R. VANNETAMBY,
Proctor for Petitioner.

The Ceylon Ice and Cold Storage Company, Limited (in Liquidation).

NOTICE is hereby given that the Annual General Meeting of the Shareholders of the Ceylon Ice and Cold Storage Company, Limited (in Liquidation), will be held at the Office of the Liquidator, Times of Ceylon building, Dam street, Colombo, on Saturday, January 18, 1941, at 11 A.M.

To receive and if thought fit adopt the accounts of the Liquidator for the year ended at December 12, 1940.

Colombo, January 7, 1941.

E. ILLINGWORTH,
Liquidator.

Indo-Lanka Provident Insurance Company, Limited.

In the District Court of Jaffna (held at Point Pedro).

In the Matter of the Indo-Lanka Provident Insurance Company, Limited.

In the Matter of the Companies Ordinance, No. 51 of 1938.

NOTICE is hereby given that a petition for the winding up of the above-named Company by the District Court of Jaffna was on August 24, 1940, presented to the said court by M. S. Vyrarnuthu and wife, Thairalnayagam, both of Puloly East, and that the said petition is directed to be heard before the court, on January 24, 1941, and any creditor or contributory of the said company desirous to support or oppose the making of an order on the said petition may appear in person or by his counsel or Proctor for that purpose; and a copy of the petition will be furnished to any creditor or contributory of the said company requiring the same by the undersigned on payment of the prescribed charge for the same.

Point Pedro.

A. NADARAJASUNDRAM,
Proctor.

Note.—Any person who intends to appear on the hearing of the said petition must serve on or send by post to the above-named A. Nadarajasundram notice in writing of his intention so to do. The notice must state the name and address of the person, or, if a firm, the name and address of the firm, and must be signed by the person or firm, or his or their Proctor (if any) and must be served, or if posted, must be sent by post in sufficient time to reach the above named not later than 6 o'clock in the afternoon of January 23, 1941.

Auction Sale.

In the District Court of Colombo.

The National Mutual Life Association of Australasia, Limited, of Colombo Plaintiffs.

No. 8,454/M.

Don Philip Alexander Wijewardene of Alcove, Stanley place, Colombo Defendant.

UNDER and by virtue of the commission and decree issued to me in the above action, I shall put up for sale by public auction on Friday, January 31, 1941, at 3 p.m. at my office, 20, Baillie street, Fort, Colombo.

For the recovery of the balance sum of Rs. 224,546.06, together with interest on Rs. 195,281.68 at 7 per cent. per annum from November 1, 1940, till payment in full:—

First.—All that and those the property and premises called and known as Grimsthorpe, bearing assessment No. 13, situate at Church road, within the Town and District of Nuwara Eliya, Central Province of the Island of Ceylon, depicted in the map or plan thereof made by Philip Fowke and Company dated April 28, 1926, and thereon marked letter "F" and is bounded on the north and north-west by lot marked "G", on the said plan, on the north-east by lot marked "H", on the said plan, on the west by lot marked "E" in the said plan, and on all other sides by the High road, and contains in extent 2 acres 3 roods and 15 perches, together with the right of way along the road passing through the said lot H, registered A 2/155 in the Nuwara Eliya District Land Registry Office.

Second.—All that portion marked letter "H" on the map or plan thereof made by Philip Fowke and Company, dated April 28, 1926, called and known as Plaisance, save and except the road passing

through the said lot "H" and the portion lying to the south-east on the said road which said portion marked letter "H" bearing assessment No. 12, situated at Church road, within the town and District of Nuwara Eliya aforesaid; and is bounded on the west and north by lot marked "G", on the said map or plan, on the north-east by lot marked "I" on the said map or plan, on the east and south-east by the High road and the private road leading from the High road to lot marked "F", on the said map or plan and on all other sides, by lot marked "F" on the said map or plan; containing in extent 1 acre, which said portion marked "H" is a divided portion of the premises registered under title A 2/146 in the Nuwara Eliya District Land Registry Office, together with all the buildings, furniture fittings and appurtenances whatsoever to the said properties and premises or either of them belonging or in anywise appertaining or held to belong or be appurtenant thereto or used or enjoyed therewith and the full benefit and advantage of all insurances effected or hereafter to be effected thereon and all the estate, right, title, interest, property claim and demand whatsoever of the defendant of, into, upon, or out of the said properties and premises.

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

20, Baillie street,
Fort, Colombo.

J. G. VANDERSMAGT,
Auctioneer and Commissioner.

Auction Sale.

UNDER and by virtue of the commission issued to me by the District Court of Colombo, in Mortgage action No. 11,702, I shall sell the following property by public auction on Friday, January 31, 1941, at the spot at 5.15 p.m. the recovery of the sum of Rs. 8,102.50, together with interest on Rs. 7,000 at the rate of 9 per centum per annum from March 6, 1940, till October 8, 1940, and thereafter on the aggregate amount at 9 per centum per annum till payment in full and costs of suit taxed at, incurred Rs. 248.85 and prospective Rs. 65.17:—

An undivided portion of land with the buildings thereon bearing assessment No. 99/29, presently bearing assessment No. 60, situated at St. John's road, in Pettah, within the Municipality and District of Colombo, Western Province; bounded on the north by premises bearing assessment No. 30 belonging to W. Lucia de Alwis and others, on the east by road, on the south by premises bearing assessment No. 28, belonging to L. G. Fernando, Abraham de Alwis and others, and on the west by St. John's road; containing in extent 1 82/100 perches according to plan No. 755 dated February 10, 1917, made by A. R. Savundranayagam, Licensed Surveyor.

For further particulars apply to Messrs. Gratiaen & De Rooy, Proctors and Notaries, 8, Trinity place, San Sebastian Hill, Colombo.

250 1/1, Hulftsdorp.

R. C. McHEYZER,
Auctioneer and Broker.

Auction Sale under Mortgage Decree.

BY virtue of the Commission issued to me in D. C., Galle, case No. 32,163, I shall sell by public auction the following properties on Saturday, February 3, 1941, commencing at 9 a.m. at the following land No. 2.

1. The land called Ketapolamukalana, situated at Batapola, in the Wellaboda pattu of Galle District, in extent 3 acres 3 roods and 34 perches.
2. The land called Ketapolamukalana, situated at Batapola aforesaid, and containing in extent 3 acres 1 rood and 6 perches.

A. KAVIS DE SILVA,
Peraliya, Hikkaduwa, January 3, 1941. Licensed Auctioneer.

Auction Sale under Mortgage Decree in D. C., Kurunegala, Case No. 178.

I shall sell by public auction on Tuesday, February 4, 1941, at 3.30 p.m. on the 12th land herein below, to wit:—

- (1) Wadugewela of 3 pelas paddy sowing extent, situated at Bamunawela.
- (2) Yaliyaddekumbura of 2 pelas paddy sowing extent, situated at Bamunawela.
- (3) An undivided 1/2 share of Yoliyaddewatta of 1 laha kurukkan sowing extent, together with the building, situated at Bamunawela.
- (4) Ambagasralagekumbura of about 1 1/2 amunams of paddy sowing extent, situated at Embolagoda.
- (5) Welkotuwekumbura of about 1 amunam paddy sowing, in extent, situated at Embolagoda.
- (6) Indipitiyekumbura of about 2 amunams paddy sowing extent, situated at Embolagoda.
- (7) Maha-assedumekumbura of 3 amunams paddy sowing extent, situated at Werella.
- (8) Indipitiyekumbura Ismattehenena alias Indipitiyekumburepillewe of 4 kurunies kurakkan sowing extent, situated at Embolagoda.
- (9) Baladoraralagewatta of about 8 lahas kurukkan sowing extent, together with the buildings, situated at Embolagoda.
- (10) Baladoraralagewela of 2 pelas and 5 lahas paddy sowing extent, situated at Embolagoda.
- (11) Kongagahumulahena now garden of about 10 lahas kurukkan sowing extent, together with the building, situated at Embolagoda.
- (12) Kahatagahumulahena now garden of about 8 kurunies kurukkan sowing extent, together with the buildings, situated at Embolagoda in Medagandahe korale.

Belle Vue,
Kurunegala, December 20, 1940.

MAURICE FERNANDO, J.P.,
Auctioneer.

MISCELLANEOUS DEPARTMENTAL NOTICES.

THE MOTOR CAR ORDINANCE, No. 45 OF 1938.

Notice of Applications for Licences for Omnibuses and Lorries, 1941.

IN terms of section 46 (1) (b) of the Motor Car Ordinance, No. 45 of 1938, as amended by Ordinance No. 38 of 1939, a notice of applications for licences for omnibuses and lorries to come into force after January 31, 1941, is published hereunder for general information. Provisions of section 46 (2) (a) and (b) and of section 46 (4) of the Motor Car Ordinance apply to objections against the issue of licences. Objections must be made to the Commissioner of Motor Transport, Colombo, in the manner prescribed by the regulations published in *Government Gazette* No. 8,533 of October 20, 1939, so as to be received by him not later than 2 P.M., on WEDNESDAY, JANUARY 22, 1941. Any objections not conforming to these requirements will not be considered.

N.B.—If the objection is in respect of any application for a licence for an omnibus or lorry "under construction" the serial number given to the application in the list should be quoted.

Office of the Commissioner of Motor Transport,
Colombo, January 7, 1941.

J. N. ABUMUGAM,
Commissioner of Motor Transport.

Buses.

Serial No.	Distinctive No.	Carrying Capacity.	Name and Address of Applicant.	Proposed Route.
2215	R 186	20	H. W. Paulis, Weligama	Galle-Matara
2216	O 174	11	M. Thambyrasa, Pandiruppu, Kal-munai	Kalmunai to Valaichenai <i>via</i> Batticaloa
2217	O 158	11	C. K. Kannammai, Kaluvanchikudy	Kalmunai to Trincomalee <i>via</i> Batticaloa Valaichenai road
2218	Z 2180	21	B. D. L. Gunasekera, Munagama, Horana	Horana to Colombo <i>via</i> Kesbawa
2219	X 8557	21	D. S. Gunasinghe, Polgampola, Mee-gahatenna	Colombo to Meegahatenna <i>via</i> Alutgama
2220	K 601	11	G. P. Carolis Silva, 573, Main street, Kalutara South	Kalutara to Kalawellawa
2221	Q 728	19	W. A. Benjamin, Hirimbura	Galle to Baddegama
2222	Z 6786	26	B. M. Rodrigo & Co., Maradana	Gasworks street to Ja-ela
2223	Z 1898	26	do.	do.
2224	X 6781	17	P. D. F. Alwis, Bokundara, Kesbawa	Pinhena to Colombo <i>via</i> Miriswatta
2225	X 7151	26	do.	Colombo to Pinhena <i>via</i> Kesbawa
2226	X 524	22	W. Don Henry, Edurapotha	Kegalla to Polgahawela
2227	Z 6310	21	G. M. Simon de Silva, Akkarapattu	Batticaloa to Moneragala <i>via</i> Pottuvil
2228	F 1459	22	U. A. Manis Hamy, Nupe, Matara	Galle-Matara
2229	A 1907	18	T. Ponnambalam, Mathagal, Panda-tharippu	Jaffna, Pandatharippu, Mathagal, Illavalai
2230	D 2781	22	A. Nomis Silva, 164, Gregory place, Dehiwala	Mt. Lavinia to Fort
2231	Z 571	14	D. W. Gunasekera, Katunayaka	Kandawala to Colombo <i>via</i> Averywatta, Seeduwa, Ja-ela, Prince of Wales avenue, Barber street, and Wolfendahl street
2232	CE 1029	11	B. M. Rodrigo & Co., 24, Symonds road, Maradana	Gasworks street to Dalupitiya
2233	Z 1536	26	B. D. S. Gunasekera, Munagama, Horana	Horana to Colombo <i>via</i> Kesbawa
2234	X 7372	22	T. R. Peiris, 635, Galle road, Mt. Lavinia	Fort of Mt. Lavinia
2235	CE 903	27	G. D. John de Silva, Werduwa, Matara	Galle to Tissa
2236	X 3699	12	D. W. Gunasekera, Katunayaka	Pamunugama to Colombo <i>via</i> Tudella, Prince of Wales avenue, Barber street, and Wolfendahl street
2237	T 168	19	G. K. G. Appuhamy, 56, Kings street, Kandy	Kandy to Peradeniya Junction
2238	W 858	22	A. Nomis Silva, 164, Gregory place, Dehiwala	Mt. Lavinia to Fort
2239	D 3148	19	T. R. S. Fernando, Elson Cottage, Rawatawatta, Moratuwa	Koralawella to Kesbawa <i>via</i> Piliyandala
2240	Z 954	23	G. D. Elaris Appuhamy, 2, Rat-malana, Mt. Lavinia	Fort to Mt. Lavinia
2241	Z 52	31	D. P. Kannangara, Angoda, Bentota	Induruwa and Colombo
2242	Under construction	—	K. G. Simon Silva, Mahingoda, Ahan-gama	Colombo to Matara (in replacement of IC 149)
2243	Do.	27	H. R. Pathirane, 3rd Udayartoppu, Negombo	Negombo-Giriulla and Kurunegala
2244	Do.	34	D. Solomon Silva, 3rd Udayartoppu, Negombo	Negombo-Colombo
2245	Do.	26	P. B. de Silva, Naulla, Demodera	Badulla to Bandarawela (in replacement of U 1538)
2246	Do.	13	D. W. Gunasekera, Katunayaka	Pamunugama to Colombo <i>via</i> Tudella, Prince of Wales avenue, Barber street, Wolfendahl street, Gasworks street
2247	Do.	27	B. J. Fernando, 215, Cotta road, Borella	Colpetty Station road to Eye Hospital Junction <i>via</i> Turret road
2248	Do.	27	do.	do.
2249	Do.	27	do.	do.
2250	Do.	27	do.	do.
2251	Do.	22	L. L. Aronsingho, Dewalgama, Ratna-pura	Ratnapura-Kurugammoda-Talawitiya-Eheliyagoda <i>via</i> Dehiowita
2252	Do.	13	W. M. Munasinghe, Katunayaka	Elpitiya to Kalutara <i>via</i> Uragama, Haburugala and Bentota
2253	Do.	14	do.	Elpitiya to Colombo <i>via</i> Uragama, Haburugala, Bentota and Galle road
2254	Do.	32	D. W. Gunasekera, Katunayaka	Colombo to Negombo <i>via</i> Prince of Wales avenue, Barber street and Gasworks street
2255	Do.	26	W. M. Hendrick Perera, Mulleriyawa, Angoda	Colombo Gasworks street, Wolfendahl street, Barber street, Layard's Broadway, Stace road, Baseline road, Albion road, Kolonnawa Bund road, Angoda
2256	Do.	—	M. D. Silva, Nakulugamuwa, Dick-wella	Matara-Tissa (in place of bus No. Z 6310)
2257	Do.	26	W. M. Hendrick Perera, Mulleriyawa, Angoda	Colombo Gasworks street, Wolfendahl street, Barber street, Layard's Broadway, Stace road, Baseline road, Albion road, Kolonnawa Bund road, Angoda
2258	Do.	26	do.	do.
2259	Do.	26	do.	do.
2260	Do.	32	B. M. Rodrigo & Co., 24, Symonds road, Maradana	Fort to Junction, Ingram road and Baseline road <i>via</i> Norris road, Drieberg's lane-Maligawatta-Ingram road
2261	Do.	27	do.	Maradana to Junction of Ingram road and Baseline road <i>via</i> Driebergs lane and Maligawatta and Ingram road
2262	Do.	27	do.	do.
2263	Do.	32	do.	Gasworks street to Wattala
2264	Do.	32	do.	do.
2265	Do.	32	do.	Fort to Junction of Ingram road and Baseline road <i>via</i> Norris road, Drieberg's lane, Maligawatta and Ingram road
2266	Do.	22	M. K. Muthalib, Hunasgiriya, Urugala	Kandy, Matale <i>via</i> Alawatugoda
2267	Do.	22	do.	do.
2268	Do.	22	W. A. Arnois Appuhamy, 26H, Mul-gampola, Kandy	Peradeniya Junction to Kandy town
2269	Do.	27	D. W. Gunasekera, Katunayaka	Colombo to Negombo <i>via</i> Prince of Wales avenue, Barber street and Gasworks street

Serial No.	Distinctive No.	Carrying Capacity.	Name and Address of Applicant.	Proposed Route.
2270	Under construction	26	S. P. A. Perumal Pillai, 111, Kesbewa road, Boralesgamuwa, Kesbewa	Kesbewa to Colombo <i>via</i> Kohuwela and Pamankada
2271	Do.	26	do.	Piliyandala to Colombo <i>via</i> Pamankada
2272	Do.	27	W. G. Punchi Singho, Deloluwe, Deraniyagala	Deraniyagala to Dehiowita
2273	Do.	27	do.	Deraniyagala, Ruanwella, Arandara to Kegalla
2274	Do.	15	U. D. Upasena Appuhamy, Wijaya-bahukanda, Kotmale	Pussellawa to Gampola <i>via</i> Maswela, Morape, Kaddadora, Mawatura and Ulapane
2275	Do.	15	do.	do.
2276	Do.	16	P. H. Thomas Singho, Muttuwagala, Kiriella	Muttuwagala-Talawittiya (in place of X 5512)
2277	Do.	25	V. S. Adonis Silva, 15/1, Perera avenue, Meetotamulla	Angoda, Gothetuwa, Kolonnawa, Albion pass, Baseline road, Driebergs lane, Panchikawatta road, Pettah
2278	Do.	25	do.	do.
2279	Do.	19	R. H. K. Appuhamy, Udalumada, Rikkillagasgoda	Rikkillagasgoda to Nuwara Eliya <i>via</i> Ragalla
2280	Do.	27	L. Alfred Perera, Pahala Biyanwila, Kadawatta	Colombo-Ellakala <i>via</i> Pasyala
2281	Do.	22	E. M. Biso Menika, 88, Katugastota road, Kandy	Matale <i>via</i> Alawatugoda, Kandy
2282	Do.	18	L. Pablis, 148, Trincomalee street, Matale	Rattota, Gammaduwa and Matale
2283	Do.	19	M. K. Muthalib, Hunnasgiriya, Urugala	Matale-Gammaduwa and route Rattota to Nichol-oya Junction
2284	Do.	19	do.	do.
2285	Do.	—	A. B. Daniel Silva, Kotuwegoda, Matara	Matara, Beliatta, Walasmulla
2286	Do.	—	do.	do.
2287	Do.	—	The Uva Forwarding Agency, Badulla	Badulla to Batticaloa
2288	Do.	21	R. Wickremasinghe, We-oya, Yatiyantota	Punugala to Kitulgala <i>via</i> Yatiyantota (in replacement of D 2577)
2289	Do.	19	B. D. S. Gunasekera, Munagama Bus Co., Horana	Horana, Moragahahena, Pitipana, Kottawa
2290	Do.	—	M. Edwin de Silva, Sitha Bus Service, Galagedera	Kandy to Hataraliadde <i>via</i> Galagedera
2291	Do.	—	D. T. Wijeyesinghe, Wijeya Bus Co., Weuda	do.
2292	Do.	20	A. Sethuwa, <i>ex</i> Vidane, Galpaya, Gampola	Dolosbage to Kandy <i>via</i> Meenagolla, Creighead, Somerset, Coorundoowatte, Galpaya, Welikanda, Gampola and Peradeniya
2293	Do.	20	do.	do.
2294	Do.	18	H. M. Punchi Banda, Koswetiya, Kirinda in Geli-oya	Koswetiya, Gampola to Dolosbage
2295	Do.	18	do.	do.
2296	Do.	18	V. Suppiah, Somerset estate, Gampola	Gampola to Ampitiya
2297	Do.	18	S. M. Dingiri Banda Samaranayake, Kahalapitiya, Gampola	Gampola to Dolosbage
2298	Do.	18	K. A. M. Seneviratne, Digane, Tel-deniya	Kandy to Teldeniya <i>via</i> Dumbara Valley (in replacement of X 4840)
2299	Do.	27	B. J. Fernando, 215, Cotta road, Borella, Colombo	Colombo to Kandy <i>via</i> Kegalla (replacement of X 8313)

Lorries.

Serial No.	Distinctive No.	Carrying Capacity.	Name and Address of Applicant.	Proposed Area of Operation.
4183	A	1152	36 cwt. D. T. W. Schubert, 8/4, Thomas nawa road, Dematagoda	Colombo District
4184	A	28½	cwt. Supramaniam Kandiah, Madhu road	Mannar District, Jaffna District, and Mullaittivu District, Trincomalee, Anuradhapura, Puttalam
4185	B	1708	— P. P. Fernando, Alutkade, Beruwela	Western and Southern Provinces
4186	B	2089	30 cwt. K. S. Fernando, Mapalagedera, Divulapitiya	Western and Central Provinces
4187	C	8246	52 cwt. The Executive Engineer, P. W. D., Kegalla	—
4188	C	9807	6 cwt. Kuruneruge William, 84, Pettigalawatta, Galle	Southern Province, Sabaragamuwa Province, and Western Province
4189	D	2375	27 cwt. K. Abilinu Fernando, Dunagaha	Western and North-Western Provinces
4190	D	2586	27 cwt. P. Kandasamy, Veechukara street, Trincomalee	Trincomalee District and Trincomalee to Anuradhapura
4191	Under construction	40 cwt.	D. Peter Andrado, Kochchikade	Chilaw and Kurunegala Districts and route Pannala to Colombo in place of D 2721
4192	D	2990	30 cwt. Rasiyah Srinivasan, Kachecheri street, Trincomalee	Trincomalee District
4193	D	3188	22 cwt. Peena Pena Virudasalam Reddiyar, Hornsey estate, Dikoya	Kandy District, Kotmale Division, Uduputtalagama and route Yatiyantota to Colombo
4194	F	1745	30 cwt. W. M. L. George Gomes, Radawana, Gampaha	Colombo District, Colombo to Anuradhapura, Colombo to Balangoda, Kurunegala and Chilaw Districts
4195	G	435	6 cwt. Kuruneruge William, 84, Pettigalawatta, Galle	Southern Province, Sabaragamuwa Province, Western Province, and Uva Province
4196	K	312	— J. Peter de Saram & Sons, 206, St. Joseph's street, Grandpass	Colombo District
4197	K	741	— S. R. Kandiah, Araly North, Vaddukoddi	Northern Province
4198	L	767	60 cwt. W. William Silva, c/o Eugene Balasuriya, Matara	Southern Province and route Matara to Colombo including Humupitiya and Grandpass
4199	U	1561	40 cwt. P. Romanis-Fernando, Hempitagedera, Duna-gaha	Western Province-Kandy road-Central Province <i>via</i> Kandy road
4200	U	1793	30 cwt. Rawanna Mana Subramanyam Chettiar, Managang Partner, A. R. M. Raman Chettiar & Co., 155, Main street, Ratnapura	Uva, Badulla to Colombo <i>via</i> Ratnapura and the High Level road, Badulla to Kalkudah and Batticaloa, Badulla to Trincomalee <i>via</i> Kandy
4201	X	1716	30 cwt. K. Heres Singho, Kiriwathuduwa, Homagama	Colombo District, Chilaw District and Ratnapura District
4202	X	2883	5 cwt. Anthony Xavier Fernando, Wakwella road, Galle	All roads in Galle, Galle to Matara, Galle-Akuressa, Galle-Baddegama, Galle to Ambalangoda
4203	X	5028	5 cwt. R. A. Fernando Malpitiya, Kurunegala	N.-W. P., N.-C. P., N. P., C. P., Sabaragamuwa Province and W.P.
4204	X	6093	40 cwt. W. M. Tikiri Bandara, Ganagama, Pelmadulla	Ratnapura District and route Pelmadulla-Colombo
4205	X	6995	40 cwt. Mrs. L. L. Fernando, Dalkeith Group, Latpan-dura	Colombo District and Kalutara District
4206	X	7621	30 cwt. R. R. Charles, Division No. 7, Trincomalee	Trincomalee District, Trincomalee to Colombo <i>via</i> Anuradhapura, N.-C. P., Matale and Kandy Districts, route Colombo to Trincomalee <i>via</i> Kurunegala and Dambulla
4207	X	7702	30 cwt. W. B. Tissera, Katuneriya, Wennappuwa	North-Western Province and Colombo District
4208	X	7886	30 cwt. H. H. Baron Singho, Ambegamuwa, Ginigathena	Kandy District, Ambegamuwa korale, Watawala, Colombo <i>via</i> Ginigathena
4209	X	8642	15 cwt. S. R. M. Ana Narayanan Chettiar, 154, Main street, Bandarawela	Western, Central, Southern, Uva and Sabaragamuwa Provinces
4210	X	9609	23½ cwt. Murugesu Arulampalam, Athiady, Jaffna	Northern Province and route Vavuniya to Anuradhapura
4211	X	9789	10 cwt. Messrs. De Mel & Co., Korawalwella, Moratuwa	Western Province, Sabaragamuwa Province, Central Province and North-Central Province

Serial No.	Distinctive No.	Carrying Capacity.	Name and Address of Applicant.	Proposed Area of Operation.
4212	Z 198	5 cwt.	H. Alexander Perera, Kegalla	North-Western and North-Central Provinces, Kandy District, Kegalla District and route Kegalla to Colombo
4213	Z 254	23½ cwt.	Murugesu Kandiah, Chetty street, Nallore	Northern Province and route Jaffna to Colombo and Kandy via Puttalam and Kurunegala
4214	Z 838	50 cwt.	H. D. Fernando, 29, Hospital street, Fort, Colombo	Colombo District, Colombo to Matale and Kurunegala
4215	Z 1377	70 cwt.	M. Dayanias Silva, Nakulugamuwa	Colombo to Tissa, Southern Province and Uva
4216	Z 1674	30 cwt.	The Uva Forwarding Agency, Badulla	Uva Province, Eastern Province, Sabaragamuwa Province, Central Province and Badulla to Colombo via Ratnapura
4217	Z 1979	30 cwt.	Nissei Trading Co., 92-100, First Cross street, Pettah, Colombo	Colombo City, Kolonnawa town and Colombo to Kolonnawa and Colombo to Anuradhapura
4218	Z 113	69½ cwt.	A. V. R. A. Adycappa Chettiar, 19, Sea street, Colombo	Western Province, Southern Province, and Sabaragamuwa Province
4219	Z 2142	—	H. D. Jamis Appuhamy Chandrasena, 27-28, Maligakanda road, Maradana	All Ceylon
4220	Z 3260	10 cwt.	C. C. Barry, Keragala estate, Kuruwita	On Keragala estate and occasionally from Keragala estate to either Ratnapura or Colombo
4221	Z 4032	—	J. Senanayake, Milton House, Castle Hill street, Kandy	C. P., N.-C. P., N.-W. P., Sabaragamuwa Province and Western Province
4222	Z 5646	5 cwt.	Nissei Trading Co., 92-100, First Cross street, Pettah, Colombo	Colombo City, Kolonnawa Town and Colombo to Kolonnawa and Colombo to Anuradhapura
4223	Z 6669	13½ cwt.	A. Sangarapillai, 68, Campbell place, Colombo	Western and Sabaragamuwa Provinces, (Alteration)
4224	Z 7708	60 cwt.	H. T. Marshall, The Retreat, Dalugama, Kelaniya	Matale, Kurunegala District, Colombo-Kandy via Kegalla, Kandy-Matale, Kandy-Kurunegala, Colombo, Ja-ela, Kuliyaipitiya
4225	Z 8180	35 cwt.	A. Davith Singho, Fruithill, Hatton	Kandy and Nuwara Eliya Districts and Hatton to Matale and Hatton to Colombo via Gimigathana. (Alteration)
4226	I.C. 29	—	R. M. P. Pulamadan Chetty, Meenambikai Oil Mills, Kelaniya	Within Colombo District, mostly between Kelaniya and Colombo
4227	I.C. 130	60 cwt.	do.	Within Colombo District, mostly from Kelaniya to Fort and Pettah
4228	I.C. 131	60 cwt.	do.	Within Colombo District, mostly between Kelaniya and Colombo
4229	I.C. 236	70 cwt.	The Southern Province Transport Co., Ltd., Matara	Matara-Hambantota, Matara-Deniyaya, Matara-Colombo, Kelaniya, Hunupitiya and Colombo to Deniyaya and Udugama
4230	C.E. 932	30 cwt.	Manager, Dalkeith Group, Lathpandura	Kalutara District
4231	C.E. 1046	40 cwt.	Vinasithamby Sinnadurai, 40, Fernando road, Wellawatta	Transporting estate produce to Watagoda Railway Station and from Watagoda. Occasionally to and from Colombo via Kadugannawa
4232	C.E. 1065	30 cwt.	V. Kandasamy, Manager, M. V. E. Vairavan Chettiar, Rakwana	Ratnapura District, Rakwana-Colombo Low Level road, Colombo-Haputale via Balangoda, Rakwana-Embilipitiya and back
4233	C.E. 1078	—	Walker Sons & Co., Ltd., Colombo	Western, North-Western, Sabaragamuwa, Central and Southern Provinces
4234	C.E. 1080	40 cwt.	H. Paul Silva, Negombo	Colombo town, Colombo District north of Kelani river, Colombo-Mullaivivu via Puttalam, Colombo-Mullaivivu via Kurunegala in place of Z 1705
4235	C.E. 1092	25 cwt.	J. D. Farquharson, Vogan estate, Neboda	Western Province south of the Kelani river
4236	C.E. 1101	45 cwt.	Deputy Assistant Director of Ordnance Services, Ceylon	
4237	C.E. 1102	15 cwt.	do.	
4238	C.E. 1104	25 cwt.	The Pelmadulla Valley Tea & Rubber Co., Ltd., Rilhena Group, Pelmadulla	Ratnapura, Pelmadulla, Kahawatta and to Colombo on days of necessity also between divisions of the estate
4239	C.E. 1116	—	Cargills, Ltd., York street, Fort, Colombo	All Ceylon except N. P.
4240	C.E. 1120	30 cwt.	K. Sellamuthupillai, Springwood Group, Rakwana	Ratnapura District and route to Colombo
4241	Under construction	20 cwt.	D. J. Wanigasekera, Methsiri estate, Makandura	Southern Province
4242	Do.	40 cwt.	M.N. Fernando, Alfred Cottage, Tudella, Ja-ela	Colombo to Puttalam and Negombo District
4243	Do.	70 cwt.	A. L. M. Rawoof, 73, Galkapanawatta, Colombo	Kandy and Nuwara Eliya Districts. Route Colombo to Kandy via Kegalla, Dehiwala, Kelaniya, Hunupitiya and Kandana to replace lorry No. Z 113
4244	Do.	30 cwt.	W. P. Mackie, Superintendent, Millakanda Rubber estate, Mahagama	Between Millakanda Rubber and Tea Estates, Welgama and Yatagampitiya areas
4245	Do.	2 tons	A. L. Abdul Hamid Marikar Hadjar, Dipitiya, Aranayaka	Colombo to Kegalla District, Kandy District and Sabaragamuwa Province
4246	Do.	35 cwt.	J. T. I. Braddon on behalf of E. & S. Jt. C. W. S., Ltd., Kolapatna estate, Kotmale	Between Kotmale, Nawalapitiya regularly and to Lindula, Hatton, Kandy and Colombo when necessary (to replace X 5012)
4247	Do.	35 cwt.	Awaday Sellan, Head Kangany, Napolabokke, Luckilyland estate, Uda Pussellawa	Uda Pussellawa to Ragala, Nuwara Eliya, Badulla and Colombo
4248	Do.	—	P. Simon Silva, Naulla, Demodera	Yatikinda division and Badulla, Batticaloa (in replacement of lorry No. V 945)
4249	Do.	30 cwt.	L. Martin Silva, 539, St. Anthony's lane, Moratumulla, Moratuwa	Colombo to Moratuwa, Colombo to Chilaw
4250	Do.	60 cwt.	H. R. Denny, Nittambuwa	Colombo District, Kurunegala District, route Colombo to Matale (replacement of lorry No. X 3636)
4251	Do.	30 cwt.	D. Davidson, Superintendent, Culloden estate, Neboda	Kalutara District
4252	Do.	50 cwt.	K. K. Thelenis Singho, Kalatuwewa, Waga	
4253	Do.	15 cwt.	A. M. Ukku Banda Abeykoon, Bolape, Talatuoya, Kandy	Central Province
4254	Do.	—	D. D. B. Gunasekera, Atabage, Gampola	Kandy District and Kurunegala District
4255	Do.	70 cwt.	W. E. S. G. Abeysinghe, Ja-ela	Colombo town, Colombo District north of Kelani river, Kurunegala District, route Colombo to Kurunegala via Alawwa, Kandy and Matale Districts via Kadugannawa, route Kandy to Kurunegala via Galagedera
4256	Do.	60 cwt.	W. G. Punchi Singho, Deloluwa, Deraniyagala	Kegalla District, Kegala, Deraniyagala-Low level road-Colombo, Kelaniya, Hunupitiya
4257	Do.	30 cwt.	R. M. Subramaniam Chettiar, Managing Partner, A. R. M. Raman Chettiar & Co., 155, Main street, Ratnapura	Sabaragamuwa Province and Colombo
4258	Do.	60 cwt.	J. A. Peiris Singho, Kahatagaspitiya, Dummalasooriya	Chilaw and Kurunegala Districts and Madampe to Colombo, Kolonnawa, Hunupitiya and Kelaniya (renewal of 1940 application)
4259	Do.	20 cwt.	C. H. Percy, Hoonocotuwa estate, Kotmale	Kotmale, Nawalapitiya, Kandy, Nuwara Eliya and to Colombo

Serial No.	Distinctive No.	Carrying Capacity.	Name and Address of Applicant.	Proposed area of Operation.
4260	Under construction	27 cwt.	Meera Lebbe Noordeen, Madawela, Wattagama Central Province	
4261	Do.	—	Seeni Ponniah, Hospital road, Jaffna	Northern Province (to replace lorry No. B 2010)
4262	Do.	30 cwt.	W. P. Piyoris Appu, Kotuwegoda, Tangalla	Hambantota and Ratnapura Districts and Hambantota to Colombo <i>via</i> Tangalla and Galle
4263	U 1256	30 cwt.	R. M. Jayasekera, Nugatalawa, Welimada	The route is Uva, Batticaloa
4264	X 8233	30 cwt.	D. M. Gunawardena, 325, Skinners road south, Maradana	Western Province south of Kelani river and Ratnapura District
4265	U 1757	30 cwt.	A. K. Marimuttu Kangany, Rathkellie, Robery, Madulsima	Madulsima to Colombo <i>via</i> Avissawella, Ratnapura, Balangoda, Haputale to Kandy <i>via</i> Nuwara Eliya, Gampola to Batticaloa <i>via</i> Bibile and Wellawaya Mettigahatenna, Nannunukula, Trincomalee <i>via</i> Batticaloa and Matale
4266	V 1239	30 cwt.	H. H. A. Caldera, Hokandara North	Colombo District, Colombo-Ratnapura
4267	H 795	30 cwt.	N. Gurusamy Chettiar Tharmalingam Chettiar, Chunnakam	Northern Province
4268	Under construction	70 cwt.	B. A. Abram Singho, Ratnapura road, Avissawella	Western Province, Sabaragamuwa and Uva
4269	Do.	30 cwt.	K. James Perera, Kalapaluwawa, Rajagiriya	Western Province (in place of lorry V 791)
4270	Do.	50 cwt.	M. A. Elias Singho, Wellicanna, Waga	Pannagalla-Colombo District along the high level road and along the low level road and from Ratnapura District to Colombo District
4271	Do.	10 cwt.	D. W. S. Seneviratne, Kalavimulla, Angoda	Colombo to Jaffna <i>via</i> Kurunegala and Maho, Colombo-Tissa <i>via</i> Galle, Colombo to Trincomalee <i>via</i> Puttalam and Anuradhapura, Colombo to Badulla <i>via</i> Yatiyantota and Ginigathena
4272	Do.	46 cwt.	P. Kanapathipillai, Changanai East, Pandatheruppu	Jaffna Peninsula and routes Jaffna-Colombo <i>via</i> Anuradhapura and Puttalam and Jaffna to Trincomalee <i>via</i> Anuradhapura and Jaffna to Colombo <i>via</i> Kurunegala

Debarred from Examination.

IT is hereby notified that the under-mentioned candidate has been disqualified from the Senior School Certificate Examination (Sinhalese) held in August 1940, for dishonesty, and is further debarred from sitting for any examination held or conducted by this Department for two years:—

Centre.	Index No.	Name of Candidate.	Name of School.
Veyangoda II.	VA 75	Gasperallage Jayaweera Dissanayakage Rana-singhe	Ng/Walbolane Govt. M. singhe

Education Office,
Colombo, December 23, 1940.

L. McD. ROBISON,
Director of Education.

C/Battaramulla S. M. (Private) School.

IT is hereby notified for general information that the Divisional Inspector of Schools, Western Division, Colombo, has been appointed as Temporary Manager of the above-named school with effect from December 1, 1940, in place of D. Saddatissa Thero.

Education Office,	L. McD. ROBISON,
Colombo, January 10, 1941.	Director of Education.

Change of Management.

UNDER the provisions of section 31 (1) of Ordinance No. 31 of 1939, it is hereby notified for general information that upon the recommendation of the proprietors of G/Imbulegoda S. M. School Mr. M. Dainis de Silva is appointed as the Manager of the said school in place of the late Mr. M. Sarnelis.

Education Office,	L. McD. ROBISON,
Colombo, January 4, 1941.	Director of Education.

Assistant to Superintendent, Instrument Branch, Surveyor-General's Office.

APPLICATIONS are invited from Ceylonese for appointment to the post of Assistant to the Superintendent, Instrument Branch, Surveyor-General's Office, Colombo. His work will require a knowledge of Mathematical, Meteorological and Self-recording instruments and a knowledge of Workshop Practice.

2. Salary Rs. 1,800 per annum rising by annual increments of Rs. 90 to Rs. 2,700. No rent allowance is payable unless the officer holds an appointment under the Ceylon Government and was appointed before June 1, 1934. The grant of leave and other conditions of service in the case of a new entrant to the service will be as recommended in Sessional Paper VIII of 1934.

3. The Assistant to the Superintendent, Instrument Branch, will be eligible for promotion to the post of Superintendent, Instrument Branch, when the present holder retires, provided he proves satisfactory. The salary of this post will be determined when the appointment is made.

4. Candidates for this appointment must have passed the Intermediate Examination in Science of the University of London, which must have included a course of study in Mathematics and Physics, or possess an equivalent or higher qualification.

5. Candidates must be between 30 and 40 years of age. Applications from officers already in the Public Service who have the necessary qualifications will be considered irrespective of the age limits laid down.

6. The selected candidate will be required to pass a medical examination particularly with regard to his eye-sight. There is no objection to the use of spectacles.

7. Applications must be made by letter, in the candidates' own handwriting, to the Surveyor-General (Branch C), Surveyor-General's Office, Colombo, stating age, qualifications, experience, and enclosing certificates relating thereto and also certificates testifying to their good moral character and general education, not later than 2 p.m. on Friday, January 31, 1941.

8. The selected candidate will be required to undergo a course of training for one year, and will then be placed on probation for a period of two years, at the end of which, the question of his permanent appointment will be considered.

Surveyor-General's Office, (Branch C), Colombo, January 6, 1941.	L. G. O. WOODHOUSE, Surveyor-General.
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Supply of Coal, 1941-42.

THE Ceylon Government Railway is prepared to receive 25 ton samples of Locomotive coal to be tested in connection with the supply of coal during the next financial year.

Delivery is to be made on or before March 31, 1941, free of expense and at supplier's risk, at the Railway Coal Grounds at Mutwal.

Further information may be obtained from the Railway Storekeeper, Maradana.

General Manager's Office,
Ceylon Government Railway,
Colombo, January 7, 1941.

W. G. HILLS,
General Manager.

BC/L 437/671

The Co-operative Societies Ordinance, No. 16 of 1936.**Closure of Liquidation Proceedings of Co-operative Societies.**

IT is hereby notified in terms of section 44 (2) of Ordinance No. 16 of 1936, that the liquidation of the Daluwakotuwa Co-operative Society was closed on December 6, 1940.

G. DE SOYZA,
Acting Registrar, Co-operative Societies.
Colombo, January 4, 1941.

Rabies.

BY virtue of the powers in me vested under the provisions of paragraph 11 of the Rabies Ordinance (Cap. 333), I do hereby proclaim the Colombo and Negombo Districts of the Western Province as an area 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.

The Kachcheri,
Colombo, January 3, 1941.

W. E. HOBDAJ,
Government Agent.

Danger of Rabies.

NOTICE is hereby given that as there is a danger of rabies in Kalutara District in the Western Province, the area described in the schedule hereto is hereby proclaimed from this day under the Rabies Ordinance (Chapter 333).

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

The Kachcheri,
Kalutara, January 7, 1941.

P. J. HUDSON,
Assistant Government Agent.

Schedule

Revenue District of Kalutara, excluding the areas administered by the Urban Councils of Kalutara, Panadure, and Beruwala.

Rabies.

WHEREAS danger of rabies exists at present within the Puttalam and Chilaw Districts:—

(1) It is hereby proclaimed under the provisions of section 11 (1) and (2) of the Rabies Ordinance (Chapter 333) that danger of rabies exists within the areas mentioned below.

(2) Any dog found in any public place or road or any place other than a private building, compound or garden within the said areas and not being tied up or led shall be liable to be destroyed forthwith by any person authorized by me in writing.

(3) This notice takes effect as from January 3, 1941.

The Kachcheri,
Puttalam, January 3, 1941.

C. BALASINGHAM,
for Assistant Government Agent.

Areas referred to.

The whole of Chilaw District excluding the limits of the Urban Council of Chilaw.

The whole of Puttalam District excluding the limits of the Urban Council of Puttalam.

MUNICIPAL COUNCIL NOTICES.

THE KANDY MUNICIPAL COUNCIL.

The Minutes of Proceedings of a Meeting of the Municipal Council of Kandy, held in the Town Hall, Kandy, on November 23, 1940, at 8.30 a.m. in accordance with the Notice dated November 19, 1940.

Present :—Mr. A. M. Spaar, Mayor; Mr. M. A. S. Marikar; Gate-Muhandiram N. Canaganayagam; Mr. V. D. Paul Raj; Mr. B. H. Dunuwille; Mr. H. R. U. Premachandra; Mr. H. A. C. Wickremaratne; Mr. P. M. Talwatte; Mr. A. C. L. Ratwatte; Mr. R. S. S. Gunawardane; Mr. S. Halim Deen; Mr. H. L. Ratwatte; and the Municipal Commissioner.

The Mayor read a letter from Mr. L. B. Mawilmada expressing his inability to attend the meeting.

1. The minutes of Proceedings of the meetings held on October 26, November 9, and November 16, 1940, having been previously submitted to the Mayor for his approval and a copy thereof furnished to each member, were taken as read and confirmed by the Mayor. In item 8 (15) the word "spaces" was corrected to read "stalls" in the minutes of October 26, 1940, before the minutes were confirmed.

2. The following documents were submitted :—

- (a) Statement of receipts and disbursements from close of 1939 to October 31, 1940, on account of the Municipal Fund.
- (b) Progress report of works brought up to the same date.
- (c) Health Officer's report for October, 1940.
- (d) Statement of cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of October, 1940.
- (e) The reservoir reading for the week ending November 22, 1940.

Resolved that the statement (a) together with the minutes of proceedings of this meeting, as required by section 83 of "The Municipal Councils Ordinance, No. 6 of 1910, be forwarded to the Commissioner of Local Government for publication in the *Government Gazette*.

3. The following papers were laid on the table :—

Reports by the several Inspectors on laundries and bakeries inspected during October, 1940.

4. Petitions : Mr. A. C. L. Ratwatte presented the following petitions :—(a) From the residents of the villages of Wattarentenne and Dodanwela, along Lady McCallum's Drive, for electric lights. (b) From some daily-paid labourers of the Council praying that the Council be pleased to establish a Co-operative Society (credit and stores) for their benefit.

5A. Pursuant to notice, Mr. H. R. U. Premachandra asked :—Q.—(1) Will the Mayor declare whether Mr. Wickremaratne's motion regarding the ineffectiveness in law of the resolution passed by the Council on November 18, 1939, dealing with Mr. D. J. A. Abeyasinghe was carried or not on the voting recorded? A.—The answer is in the affirmative. Q.—(2) What interpretation would the Mayor give to by-law 27? A.—The by-law 27 is reported to be *ultra vires* as a by-law passed under sections 109 and 110 of Chapter 193 cannot over-ride the provisions of Chapter 193 or 194. Q.—(3) Should not more than half the number of members present vote in favour of the motion for it to be declared carried? A.—The answer is in the negative.

5B. Pursuant to notice, Mr. H. L. Ratwatte asked :—Q.—(1) With reference to Mr. H. A. C. Wickremaratne's motion relating to Mr. D. J. A. Abeyasinghe, Revenue Inspector, seeking to cancel the disciplinary punishment with regard to his increments, meted out to him by the almost unanimous decision of this Council, did the Finance Committee specially recommend that Counsel's opinion be first obtained to enable the said Committee to deal with the matter and make the necessary recommendation to this Council? A.—Yes. The Finance Committee recommended a vote of Rs. 52.50 in order to obtain the opinion of Counsel. Q.—(2) If so, why did the Mayor not put to the house first the recommendation of the said Finance Committee? A.—The recommendations of the Law and Finance Committees were before the Council and as they accepted the recommendation of the Law Committee there was no need to put the recommendation of the Finance Committee to the Council. Q.—(3) Was the procedure adopted by the Mayor a violation of section 12 of Ordinance No. 60 of 1935? A.—No. I am informed by the Council's lawyer that the procedure adopted by me was not a violation of the section referred to. Q.—(4) If so, will the Mayor, who adopted this illegal procedure and the five members who voted for Mr. Wickremaratne's motion, be personally responsible for the refund of payment of any increments in case Audit does not sanction the said payment on the ground of illegality. A.—Does not arise.

6. Notice of Motions.—Nil.

7A. Pursuant to notice, Mr. B. H. Dunuwille moved :—“That on account of the extremely unsatisfactory arrangements at the I. D. H., Kandy, that steps be taken early by this Council to establish a new I. D. H. on the Municipal land at Gohagoda to accommodate patients with major diseases like smallpox, cholera and plague”. Mr. H. R. U. Premachandra seconded. Messrs. V. D. Paul Raj, H. A. C. Wickremaratne, and R. S. S. Gunawardane spoke on the motion.

The Mayor read a statement indicating the present position on this matter.

Mr. B. H. Dunuwille was heard in reply. Agreed to refer the motion to the Health Committee for report.

7B. (1) Pursuant to notice, Mr. H. A. C. Wickremaratne moved :—“In view of the serious situation caused by the constant silting of the Lake and the fears expressed that the Lake would very soon disappear, this Council resolves :—(a) That the silt trap otherwise known as the Lotus Pond situated opposite the Buddhist Girls' College and recently covered up, be immediately opened and cleared. (b) That the silt trap at Ampitiya at the head of the Lake be cleaned and all water-courses flowing into the Lake from that area be diverted to flow through the silt trap. (c) That a silt trap be immediately constructed adjoining premises No. 43, Victoria Drive (Mulle Walauwa) where the road gets constantly covered up with sand. (d) That smaller silt traps be constructed at the following places where large volumes of water flow into the Lake during rainy seasons :—(1) Near the road to Hillwood. (2) Near the road by the side of the Judge's bungalow”. Mr. R. S. S. Gunawardane seconded.

The Mayor read a statement in which he indicated action already taken by him. Council agreed to refer the motion to the Works Committee for report.

7B. (2) Pursuant to notice, Mr. H. A. C. Wickremaratne moved :—“This Council resolves that three standard lights be constructed along Lady Longden's Drive, leading to Dharmaraja College from Malabar street”. Council agreed to consider the motion with the Budget.

7B. (3) Pursuant to notice, Mr. H. A. C. Wickremaratne moved the motion in its amended form, to wit :—“In view of the fact that the Municipal Workers' lines at Mahayaya are left in darkness this Council resolves that a number of public lights be constructed at convenient places”. Mr. M. A. S. Marikar seconded. Council agreed to refer the motion to the Electricity Committee for report.

8. Letter dated November 1, 1940, from the Government Agent, Central Province, stating that the Executive Committee of Home Affairs had sanctioned the application of Mrs. M. Sproule for a restaurant licence and asking the Excise Advisory Committee to fix the closing time that the Committee recommends for the restaurant. Mr. M. A. S. Marikar proposed :—“As the Executive Committee of Home Affairs has rejected the recommendation made by this Council as regards the application of Mrs. M. Sproule for a restaurant licence, this Council is of opinion that no useful purpose would be served by making any further recommendations with regard to this matter, and therefore declines to make any further recommendation”. Mr. R. S. S. Gunawardane seconded.—Carried.

9. Report of the Special Committee on the delegation of powers, &c.—Adopted. (See Annexure "A".)

10. Administration report of the Commissioner of the Municipal Council of Kandy for the year 1939.—Tabled.

The following motion moved by the Mayor was passed :—“That in terms of section 102 of Ordinance No. 6 of 1910, the Administration Report of the Municipal Commissioner for the year 1939 be submitted to His Excellency the Governor”.

11. Commissioner's memorandum on the subject of the recovery of vehicles and animals taxes in respect of vehicles and animals already taxed under the provisions of the amended Village Communities Ordinance. The Law Committee recommends that taxes be recovered.—Recommendation adopted.

12. Recommendations of Standing Committees.—

Extract from the Minutes of the Meeting of the Standing Committee on Law and General Purposes, held on November 9, 1940.

(1) Amendment of By-laws Chapter II.—Recommend the approval of the by-laws. (See Annexure "B".)

Extract from the Minutes of the Meeting of the Standing Committee on Municipal Works, &c., held on November 9, 1940.

(2) Papers re request made by Mr. P. B. Ranaraja for the demolition of the Pinthalia near Katugastota bridge. The Health Committee recommends that there is no objection to the Pinthalia being removed by the Public Works Department.—Recommend that the Pinthalia be retained.

Extracts from the Minutes of the Meeting of the Standing Committee on Public Health, &c., held on November 16, 1940.

(3) To consider M. O. H.'s memo of October 29, 1940, in regard to the unlicensed eating-house in Railway Approach road and the selling of cooked rice and curry in the Market area by poor people. The M. O. H. asks for instructions as to what is to be done in connection with these cases.—Recommend that the sale of cooked rice and curry be not permitted in the Market area by poor people.

(4) Papers re the M. O. H.'s proposals for the control of the Market and its premises and the enforcement of by-laws.—Recommend the enforcement of by-laws and the occupation of the grounds be allowed on permits, except during the Esala Perahera season.

(5) To recommend the appointment of Mrs. F. M. Wimalasooriya to the post of Health Visitor.—Recommended.

Extracts from the Minutes of the Meeting of the Standing Committee on Finance and Establishment, held on November 16, 1940.

(6) To receive tenders.—Tenders received for the right to recover rents on the Public Market spaces and Fair Days during 1941 :—Mr. V. K. Fernando, daily rents, Rs. 3,033; fair day rent, Rs. 18,000; total, Rs. 21,033. Mr. A. M. P. Charlis Silva, daily rents, Rs. 4,139.25; fair day rent, Rs. 18,368.75; total, Rs. 22,508.—Recommend the acceptance of the tender of Mr. A. M. P. Charlis Silva for Rs. 22,508.

(7) A vote of Rs. 48.75 is required in order to enable renewal of the license held by the Council from the Performing Rights Society in respect of the right to use music at the Town Hall when it is booked for functions. The amount is made up as follows:—Rs. 48 for renewal of licence; 50 cents stamp duty; 25 cents bank charges.—Recommended.

(8) Estimate from the Works Engineer for Rs. 335 for laying a water service to the Heerasagala road septic tank. The Health and Works Committees recommend the estimate and that a vote of Rs. 335 be allowed.—Recommend that the Health and Works Committees' recommendation be adopted.

(9) Memo from Mr. X. A. Pillai stating that he is entitled to draw one-third of his salary (Rs. 83.33 per mensem) as acting pay from the available salary of Mr. E. B. Peiris from August 26, 1940, in terms of leave By-law 27.—Recommended.

(10) The Works Engineer reports that payments made on the sick (pay vote have been very heavy and even the supplementary provision allowed has been exhausted. He asks for a further supplementary vote of Rs. 150 to meet expenditure till the end of the year.—Recommended.

(11) Tenders received for the lease of the site of the ambalam at Katukelle with Accountant's recommendation thereon.—Recommend the acceptance of the tender of Mr. A. C. M. Faleel for Rs. 52.50.

(12) Scale of fees recommended by the Markets Committee for eating-houses based on the annual value of the premises.—Recommend for adoption the recommendation of the Health Committee that the following annual licensing fees be recovered from 1941:—

From premises whose annual value is—	Annual Fee. Rs. c.
under Rs. 100	0 50
Rs. 100 and under Rs. 250	2 50
Rs. 250 and under Rs. 500	10 0
Rs. 500 and under Rs. 750	25 0
Rs. 750 and under Rs. 1,000	50 0
Rs. 1,000 and under Rs. 2,500	75 0
Rs. 2,500 and over	100 0

(13) Papers *re* the proposal to acquire land at Aruppola for a public well. The Law Committee recommends the draft deed for approval. The Works Committee recommends that the site be approved and Government sanction be obtained.—Recommend that Works and Law Committees' recommendations be adopted and that a sum of Rs. 30 be voted for the purchase and stamp duty, &c.

(14) In connection with the improvements to the small market, the M. O. H. considers it desirable that facilities should be provided for the closing of spaces Nos. 88, 95, 96, 97, 100, 101 and 102 on at least the exterior side and it is proposed to provide them with plank shutters. The cost is estimated at Rs. 139.60. The expenditure can be met out of the savings in the estimate sanctioned for the improvements. The Works Committee has recommended the estimate.—Recommend that Works Committee's recommendation be adopted.

(15) The Economy Committee has made the interim recommendation that Mr. M. Sivagnanam be confirmed in the post of Meter Reader, Works Department. The Works Committee recommends that Mr. Sivagnanam be appointed permanently as Meter Reader.—Recommend that Works Committee's recommendation be adopted.

(16) To consider estimate for Rs. 185 for repairs to the rice boutique at Mahayaya. The Works Committee recommends, and that a vote of Rs. 185 be allowed.—Recommend that Works Committee's recommendation be adopted.

(17) To consider estimate for Rs. 295 for repairs to the Gohagoda bungalow. The Works Committee recommends, and that a vote of Rs. 295 be allowed.—Recommend that Works Committee's recommendation be adopted.

(18) To consider estimate for Rs. 250 from the Works Engineer for repairing the barrel drain in Trincomalee street which has collapsed. The Works Committee recommends and that a vote of Rs. 250 be allowed.—Recommend that Works Committee's recommendation be adopted.

(19) To consider estimate for Rs. 1,150 from the Works Engineer for carrying out improvements to the King street 'bus stand. The Works Committee recommends, and that a vote of Rs. 1,150 be allowed.—Recommend that Works Committee's recommendation be adopted.

(20) To consider estimate for Rs. 1,550 from the Works Engineer for carrying out improvements to the Market street 'bus Stand. The Works Committee recommends, and that a vote of Rs. 1,550 be allowed.—Recommend that Works Committee's recommendation be adopted.

(21) To consider estimate from the Works Engineer for Rs. 75 for covering over the catchpit along Peradeniya road opposite premises Nos. 35 and 36, Peradeniya road and providing a ventilator pipe. The Works Committee recommends the estimate.—Recommend that Works Committee's recommendation be adopted.

(22) To consider fresh estimates submitted by the Works Engineer for Rs. 2,250 for the construction of a set of latrines in Katugastota road. A vote of Rs. 1,015 is available in the Budget. Supplementary vote required for the balance. The Works Committee recommends that a vote of Rs. 1,015 be allowed.—Recommend that Works Committee's recommendation be adopted.

(23) To consider tender received for the supply of metal during 1941 with the recommendation of the Works Engineer thereon. The Works Committee recommends the acceptance of the tender of Mr. R. M. Punchirala.—Recommend that Works Committee's recommendation be adopted.

(24) To consider tenders received for the supply of gravel during 1941 with Works Engineer's recommendation thereon. The Works Committee recommends the acceptance of the tender of Mr. A. R. Suvaris.—Recommend that Works Committee's recommendation be adopted.

(25) Papers *re* the metering of the water supply at premises No. 138, Colombo street, at which there is a printing establishment. The Works Committee decided to ask the Law Committee to define the term "Premises used for trade purposes." The Law Committee recommends that the following do not come under the definition of premises used for trade purposes and that supplies to such premises be not metered as for trade purposes—(a) Barbers' Saloons in which water taps are not fitted to wash basins for the use of customers. (b) Printers, (c) Gilders. The Works Committee recommends for approval the recommendation of the Law Committee.—Recommend that Works Committee's recommendation be adopted deleting the words "for the use of customers" from (a).

(26) To obtain a supplementary vote of Rs. 138 to meet the cost of raising the retaining wall at the rear of latrines below premises No. 111, Peradeniya road, to safeguard the bank. The Works Committee recommends, and that a vote of Rs. 138 be allowed.—Recommend that Works Committee's recommendation be adopted.

(27) Papers *re* application to instal the water carriage system of drainage for the new bungalow in Dorwin estate which is being built for Mr. Harold Peiris. The Works Committee recommends that the application be allowed under the following conditions:—(1) That the water to be used will be rain water and waste water collected in a 2,000-gallon tank constructed for that purpose. (2) That a meter be installed irrespective of the annual value to insure that no reservoir water will be used for the water carriage system of drainage.—Recommend that Works Committee's recommendation be adopted.

(28) To consider application from the Principal, Trinity College, for a strip of land along the present boundary between the College property and the property of the Council for constructing a path for the use of the College (*vide* plan No. SP. 137). *Suggested conditions of lease.*—Lessee should be willing to surrender the lease without any compensation in the event (1) of a sale of the Municipal Council premises or (2) of the portion leased being required for a Municipal purpose, on three months' notice. The Principal agrees to the above lease conditions and offers Rs. 5 as lease rent. The Law Committee recommends the above conditions of lease.—Recommend that Law Committee's recommendation be adopted.

(29) To obtain a supplementary vote of Rs. 25 required for the purchase of 10 fish blocks for the market.—Recommended.

(30) Letter from Mr. J. M. Thowfeek asking that the licence of Beef Stall No. 380, Mulgampola, be transferred in his name. The Health Committee recommends that the transfer be approved.—Recommend that Health Committee's recommendation be adopted.

(31) Approval is required to accept the following bids:—Market Grain Shed No. 1/A—Mr. P. S. S. Cose Mohammed's bid for Rs. 111. Stall No. 100 Public Market—Mr. H. D. N. A. Dias' bid for Rs. 251. Stall No. 6 Katugastota Fish Market—Mr. K. W. William's bid for Rs. 25.50. The Health Committee recommends that the bids be accepted.—Recommend that Health Committee's recommendation be adopted.

(32) Commissioner's minute suggesting the consideration of the question of taking over the control of the Kandy Municipal Free Ayurvedic Dispensary. The Health Committee recommends that the control of the Municipal Free Ayurvedic Dispensary be taken over by the Council. Recommend that Health Committee's recommendation be adopted.

(33) Applications received for the post of Accountant.—Recommend that applications be circulated to Council.

(34) Application from Mr. E. B. Peiris for full pay leave over and above the available leave preparatory to retirement granted to him and the reply of the Auditor-General thereto. Recommend that Mr. Peiris be informed that all available leave preparatory to retirement has been allowed and therefore he is not entitled to any further leave.

(35) To consider report of the Controller of Establishments regarding the terms on which Mr. Peiris could seek retirement as a result of the abolition of the post of Secretary-Accountant.

Considered minute dated October 21, 1940, from the Additional Controller of Establishments relating to the abolition of post of Secretary-Accountant and recommends that the calculation of pension due to Mr. Peiris be computed as indicated thereon.

(36) To obtain sanction for the payment of a gratuity of Rs. 104.18 to Conservancy Labourer No. 17 Pethan of the Health Department.—Recommended.

(37) To obtain sanction for the waiver of rates on Government properties Nos. 27/9B, Lady Anderson's road, 42J and 42K, Lewella road, and 8A², Lady Torrington road, amounting to Rs. 21.62.—Recommended.

(38) Appeal in D. C. case No. M. R. 220—F. R. Bandaranaika. Papers *re* counsel to represent the Council in the above case. The Law Committee has recommended that Mr. N. E. Weerasooriya and Mr. Wickremanayake should be retained and their fee is Rs. 420. The Council has already voted Rs. 250 and a vote for the balance is required.—Recommended that a supplementary vote of Rs. 222.50 be made.

(39) Sanction is required for the payment of a gratuity of Rs. 61·85 to Sinnan No. 200 of the Scavenging Department, and for having retained him in service for 2 years after he had attained the age of 60 years.—Recommended.

(40) Sanction is required for the payment of a gratuity of Rs. 53·40 to Nagamuttu, Labourer No. 204, Works Department.—Recommended.

(41) To give effect to the resolution of Council M. C. 8 (24) October 26, 1940, dealing with Mr. D. J. A. Abeyasinghe a vote of Rs. 66 is required to pay increments due to Mr. Abeyasinghe as there is no provision made in the Budget for 1940. Increments due from September 1, 1940, to December 31, 1940, Rs. 60, 10 per cent. house allowance, Rs. 6; Rs. 66.—Recommended.

(42) Memorandum dated August 9, 1940, from the Commissioner in connection with the decision made by the Council at the meeting held on April 27 to discontinue the services of labourer Vellayan No. 293 of the Health Department. The Health Committee recommends that the former decision of Council be reconsidered.—Recommend that the decision of Council dated M. C. 12 (38) April 27, 1940 be given effect to as he attempted to obtain a pension by making false representations, to wit, that he was over the age of 60 years.

Extract from the Minutes of the Joint Meeting of the Law and Finance Committees held on October 19, 1940.

(43) To consider the following motion moved by Mr. H. A. C. Wickremaratne at the meeting of Council held on September 28, 1940 :—
(1) In view of the general complaint made by persons engaged in small trades such as eating houses, bakeries, and tea-kiosks, that the free allowance of water given to their premises is inadequate and that the charges recovered for the water consumed by them in excess of the permitted quantity are exorbitant, this Council is of opinion that some measure of relief should be given to them, and to enable the grant of such relief, resolves :—(a) that the by-laws pertaining to the subject be amended so as to permit of :—(1) the rent of meters being reduced ; (2) the issue of a larger free allowance of water to such premises ; (3) the recovery of charges for excess water being reduced, and (4) the recovery of arrears of water dues by instalments with necessary safeguards to ensure the regular payment of such instalments. (b) that the trades referred to in by-law 143 be specified so that in the case of trades like those of barbers and gilders where the use of water is negligible that they may not be classed with those consuming water "for other than domestic purposes".

(a) (1) The Joint Committee agreed to recommend that the rent of the meters be reduced as follows :— $\frac{3}{4}$ -in. meter, Rs. 2·25 per quarter ; $\frac{1}{2}$ -in. meter, Rs. 3·25 per quarter ; $\frac{3}{8}$ -in. meter, Rs. 4·25 per quarter ; 1-in. meter, Rs. 5·25 per quarter and deferred the consideration of the other items.

Resolutions of Council on Standing Committee recommendations :—

12. (2) Resolved that no action be taken.

12. (4) Deferred and referred back to Health Committee.

12 (1), 12 (3), 12 (5), 12 (6), 12 (7), 12 (8), 12 (9), 12 (10), 12 (11), 12 (12), 12 (13), 12 (14), 12 (15), 12 (16), 12 (17), 12 (18), 12 (19) 12 (20), 12 (21), 12 (22), 12 (23), 12 (24), 12 (26), 12 (27), 12 (28), 12 (29), 12 (30), 12 (31), 12 (32), 12 (34), 12 (35), 12 (36), 12 (37), 12 (39) 12 (40), 12 (41), 12 (43).—Recommendations adopted.

12. (25) Recommendation of Finance Committee adopted.

12. (33) Deferred.

12. (38) Recommendation adopted with the alteration that Mr. E. F. N. Gratiaen be retained as a junior and a further additional sum of Rs. 275 was voted.

12. (42) Resolved that labourer Vellayan No. 293 of the Health Department be re-employed and that he be dealt with by the Mayor for making false representation regarding his age.

Confirmed on December 18, 1940 :

A. MORLEY SPAAR,
Mayor, Municipal Council, Kandy.

REPORT OF THE DELEGATION COMMITTEE.

1. We were appointed by resolution No. 7B of the Council passed at its general meeting held on February 24, 1940, to report on the delegation of powers, duties and functions under section 9 of Chapter 194 of the Colombo Municipal Council (Constitution) Ordinance, No. 60 of 1935. We met on two occasions and we submit our final recommendations.

2. We have had the advantage of reading copies of the delegations of the Colombo Municipal Council and the Galle Municipal Council. A statement of the powers, duties and functions vested in or delegated to the late Chairman was also available to us.

3. The powers, duties and functions of the late Council and its Chairman may be classified under two headings :—

(a) Those vested in the Council and exercised by it direct.

(b) Those vested in the Chairman or delegated to him and exercised by him direct or by delegations to Heads of Departments.

The first head includes such duties as the passing of the annual budget and sanctioning of expenditure ; the striking of the annual rate, &c. These powers, duties and functions we consider should be retained by the Council.

4. A list of those falling under the second head was submitted to us by the Commissioner at our request. Some of these powers, duties and functions have been specially allocated by the said Ordinance, No. 60 of 1935, to the Mayor and the Commissioner and the remainder are vested in the Council by virtue of section 9(2) and are left to be delegated in the discretion of the Council. Therefore our main duty was to formulate a scheme of delegation of powers, duties and functions which were vested in or delegated to the late Chairman and are now vested in the Council in terms of section 9(2).

5. The Ordinance invests the Mayor with certain executive functions, it empowers the Council to invest him with others by delegation and it acknowledges his status as the Council's chief executive officer. The Mayor is to preside in the Council ; he is the Chairman of the Standing Committee on Finance and if present he will preside at every joint meeting of the Standing Committee on Finance and any other Committee or Committees. All important matters will be submitted to him prior to being placed before the Council. He will guide the whole policy of the Council and initiate schemes for the general improvement of the Town. We consider that the burden of administrative detail and routine duties should not fall on him. These should be delegated to the Commissioner with permission in terms of section 9(4) to re-delegate them to Heads of Departments if and when it becomes necessary. For the above reasons we recommend that the Mayor should be invested with the additional powers, duties and functions mentioned in the Schedule hereto annexed marked 'A'.

The Deputy Mayor shall in the absence of the Mayor exercise, perform or discharge all the powers, duties and functions delegated to the Mayor.

The Ordinance No. 60 of 1935 has specially allocated to the Commissioner certain duties, such as the preparation of the electoral lists, the holding of elections, &c. For the reasons set out above we recommend a delegation of the additional powers, duties and functions mentioned in the Schedule hereto annexed marked "B" with permission to the Commissioner to re-delegate to the Heads of Departments as necessary in terms of section 9(4).

Therefore we recommend that the resolution of June 4, 1939, *re* the interim delegation be amended in terms of the above recommendations.

The powers duties and functions of the Standing Committees are advisory but all matters that are taken up to Council shall, in the first instance, be submitted to the relevant Committees for consideration. Any other question shall at the written request of any member be placed before any Committee by the Commissioner.

A. MORLEY SPAAR,
Chairman,
M. A. S. MARIKAR,
H. A. C. WICKREMARATNE,
B. H. DUNUWILLE,
V. D. PAUL RAJ,
R. S. S. GUNAWARDANE,
Members of the Committee.

November 12, 1940.

Schedule A.

The Mayor as the Chief Executive Officer shall preside at meetings of the Council and meetings of the Finance Committee ; introduce the annual budget and supplemental budgets and shall exercise, perform, and discharge the powers, duties and functions which were vested in the late Chairman under part XIV relating to Infectious Diseases, of the Municipal Councils Ordinance, No. 6 of 1910. He shall be the proper authority under the following Ordinances :—

(a) The Prevention of Diseases Ordinance.

(b) The Nuisance Ordinance.

(c) The Medical Ordinance.

Notices may be signed by the Commissioner or any other officer specially authorized by him in writing, on behalf of the Mayor, subject to the proviso that no prosecution should be entered for failure to comply with the terms of such notices except with the previous sanction of the Mayor.

Schedule B.

The Committee assigns to the Commissioner administrative details such as granting of leave, signing of contracts up to and under Rs. 1,000, custody of the common seal, calling for tenders ; signing of cheques ; summon special meetings ; prepare an administration report ; division and consolidation of property for assessment ; keep an assessment book ; to issue notices of assessment, receive and hear objections, to call for returns for purposes of valuation ; to receive claims for remission of rates and allow such remissions ; revision of assessments and deal with objections to assessment ; take action in terms of sections 132, 133 and 134 ; issue warrants for the recovery of rates and taxes ; sale of property seized for non-payment of rates, purchase them and vest them in the Council ; to determine tenancy for non-payment of

rent by a tenant of the Council; to authorize surveys, removal of obstructions, allow temporary erections in streets on occasions of festivals and ceremonies. Disposal of rubbish. Action on doors opening outwards. Notice to take down dangerous houses. To close deserted buildings. To inspect buildings. Action in respect of building applications. Control of public bathing places. The repair and maintenance of private wells and tanks. Abate nuisances. Take action regarding drainage under sections 200-225 of Municipal Councils Ordinance, No. 6 of 1910. In regard to markets, to expel persons breaking by-laws and to determine tenancy, to prohibit sales in streets. Authorize persons to inspect places used for the sale, &c., of articles of food and drinks. Search premises and take action in connection with offensive and dangerous trades and the powers, duties and functions vested in the late Chairman by virtue of the by-laws and regulations of the Kandy Municipal Council.

He shall act as the proper authority under the following Ordinances:—

- (1) The Housing and Town Improvement Ordinance.
- (2) The Weights and Measures Ordinance.
- (3) The Vehicles Ordinance.
- (4) The Petroleum Ordinance.
- (5) The Auctioneers' and Brokers' Ordinance.
- (6) The Butchers' Ordinance.
- (7) The Dog Registration Ordinance.
- (8) The Rabies Ordinance.
- (9) The Poisons, Opium and Dangerous Drugs Ordinance.
- (10) The Census Ordinance.
- (11) The Cemeteries and Burial Grounds Ordinance.

AMENDMENT OF BY-LAWS IN CHAPTER II.

3. After a general election the Commissioner shall give to each member not less than four days' notice of the time and place appointed for the meeting of the Council. Meetings.
4. Unless the Council otherwise decides the Council shall meet on the fourth Saturday of each month and an ordinary meeting of the Council shall begin at 8.30 A.M. or at such other time as the Council may from time to time determine.
5. The quorum of the Council required by section 7 of Ordinance No. 60 of 1935 as applied to Kandy by Proclamation No. 8,370 is 7 members. If at any time the attention of the Mayor or other presiding member shall be directed to the fact that a quorum is not present and if a quorum is not present he shall adjourn the Council without question put. Quorum.
6. An adjournment of the Council shall mean an adjournment till the ordinary sitting unless the Council order an adjournment to some other time and date to be definitely fixed. Adjournments.
7. When a motion is made for the adjournment of a debate or of the Council during any debate, the debate thereupon shall be confined to the matter of such motion and no member, having moved or seconded any such motion shall be entitled to move or second any similar motion during such debate.
8. If the Mayor or other presiding member shall be of opinion that a motion for the adjournment of a debate or of the Council, during any debate is an abuse of the rules of the Council, he may forthwith put the question thereupon from the chair or he may decline to propose the question thereupon to the Council.
9. In case of grave disorder arising in the Council or Committee of the whole Council the Mayor or other presiding member may, if he thinks it necessary to do so, adjourn the Council or Committee without question put or suspend any sitting for a time to be named by him.
10. Notice of an adjourned meeting shall be served on members at least 24 hours before the time fixed for such meeting.
11. (1) Strangers which term includes representatives of the Press may be present at meetings in places set apart for them for the purpose under the direction of the Mayor or other presiding member. Strangers. Press.
(2) If at any sitting of the Council or in Committee any member shall take notice that strangers are present the Mayor or other presiding member shall forthwith put the question "That strangers be ordered to withdraw", without permitting any debate or amendment, provided that the Mayor or other presiding member may whenever he thinks fit, order the withdrawal of strangers from any part of the Council Chamber.
(3) The Council may at any time by resolution of a majority of members present temporarily exclude strangers from a meeting when such exclusion is deemed advisable in the public interest.
12. The business of the Council at its meetings shall be taken in the following order, viz. Order of Business. Minutes. Statements. Memorials, Petitions, &c. Questions. Notices of motions. Motions. Reports of Committees. Other business of the day. Notices.
(a) The minutes of the previous meeting shall be taken as read and (if need be) corrected and confirmed.
(aa) Special announcements by the Mayor.
(b) Monthly statements of receipts and disbursements, bank pass book, progress reports of revenue collected and of works, return of work by the Municipal Magistrate, the Health Officer's report, and reports of other Municipal officers, shall be submitted to the Council.
(c) Memorials, petitions, complaints and communications addressed to the Council shall be laid before the Council and orders made thereon.
(d) Questions of which previous notice have been given shall be asked.
(e) Notices of motions shall be given.
(f) Motions shall be made.
(g) Reports of Committees shall be brought up and a day fixed for their consideration unless the Council shall resolve to proceed to their consideration at once.
(h) Any other matter set down in the notice of meeting shall be proceeded with, provided that the Council may, if it see fit, deviate from the order herein prescribed.
13. (1) Notice of questions or motions shall be given in writing signed by the member giving the notice and addressed to the Commissioner. Such notices may be handed to the Commissioner when the Council is sitting or may be sent to or left at the Commissioner's office at any time.
(2) All questions or motions of which notice has been received by the Commissioner not less than three days before a meeting (exclusive of Sundays and public holidays) shall, unless the Mayor rules the question or motion out of order, be included in the Agenda.
(3) Unless otherwise provided by these by-laws no debate shall take place except on a motion appearing in the Agenda.
14. An officer deputed by the Council shall keep the minutes of the Council and of the Committees of the whole Council and shall circulate a copy of such minutes as early as possible following the meeting of the Council after they have been signed by the Mayor or other presiding member and printed. The minutes shall record the names of the members attending and all decisions of the Council.
(2) In the case of divisions of the Council or Committee of the whole Council the minutes shall include the names of the members voting for and against the question or declining to vote.
(3) At the next or subsequent meeting the question shall be put that the minutes be taken as read and confirmed but errors in the minutes may be corrected with the leave of the House.
15. Unless the by-laws otherwise direct, notice shall be given of any motion which it is proposed to make with the exception of the following:— Order of Business.
(a) A motion made in the Committee of the whole Council.
(b) A motion that a petition be read, or referred to a special or standing committee.
(c) A motion that a report of a standing or special committee be referred to a committee of the whole Council.
(d) A motion for the withdrawal of strangers.
(e) A motion for the suspension of a member.
16. (a) A Councillor presenting a memorial, petition, complaint or other communication relating to any Municipal affair of Kandy will be held responsible for its contents being relevant to a Municipal affair of Kandy and for its being throughout respectful and may state concisely its purport. He may move that it be referred to the Mayor or to any Committee for disposal or for report to the Council. Petitions.
(b) It shall be competent for any Councillor to move that it be read. In making such motion he shall state concisely his reasons for wishing it to be read.
(c) No debate shall be permitted on such motion, nor shall any other Councillor speak upon or in relation to such document except to second the motion formally.
(d) Such motion being seconded, the question shall be put whether the petition or memorial shall be read.

Hearing
petitioners.

17. In any case wherein individual rights or interests may be affected by any act, order or proceeding of Council, all parties so affected may be heard upon petition before the Council when in Committee either in person or by counsel.

18. When it is intended to examine any witnesses the petitioner or councillor requiring such witnesses shall deliver to the Commissioner three clear days (exclusive of Sundays and public holidays) at least before the day appointed for their examination a list containing names, residences and occupations of such witnesses.

18A. The Commissioner may thereupon issue to each of the witnesses a summons in the form A in the appendix hereto and such summons shall be served by some person appointed in that behalf by the Commissioner, either by delivery thereof to the witness, or by leaving it at his residence 48 hours at least before the time appointed for his attendance.

Every witness summoned shall be bound to obey such summons.

19. (a) Only questions relating to Municipal affairs of the town of Kandy may be put to the Mayor or other presiding member.

(b) At least three clear days' notice—exclusive of Sundays and public holidays—shall be given to the Commissioner of such questions.

(c) A written reply shall be read by the Mayor or other presiding member to each question.

(d) No Councillor shall address the Council upon any question nor shall the terms of any question contain any argument or expression of opinion or statement of facts, except in so far as may be necessary to explain such question.

(e) Any Councillor may put a supplementary question for the purpose of further elucidating any matter of fact regarding which an answer has been given. Provided that the Mayor or other presiding member shall disallow any supplementary question, if, in his opinion, it infringes the rules as to questions and in that case the question shall not appear in the record of the minutes of the Council.

Motions.

20. (a) No motion shall be deemed to have been submitted for debate until it shall have been proposed and seconded.

(b) Any Councillor may second a motion or amendment by rising in his place and bowing to the chair, without prejudice to his right to speak at a later period of the debate.

(c) When a motion has been made and seconded and the debate thereon concluded, the question thereupon shall be put to the vote by the Mayor or other presiding member.

(d) No motion to rescind any resolution which has been passed within the preceding six months nor any motion to the same effect as any motion which has been negatived within the preceding six months shall be in order.

21. A Councillor who has made a motion or amendment may withdraw the same by leave of all members present, which shall be signified without debate and it shall not be competent for any councillor to speak upon it after the mover has asked for permission for its withdrawal, unless such permission shall have been refused.

22. A motion which has been withdrawn may be made again at any subsequent meeting, but no motion shall be proposed which is the same in substance as any motion which within the period of six months referred to in by-law 20 (d) shall have been resolved in the affirmative or negative.

23. (a) Every amendment shall be in writing and handed to the Commissioner by the Councillor proposing it.

(b) Every amendment shall be relevant to the motion on which it is moved.

(c) Every amendment shall be read before being moved.

(d) No amendment shall be discussed or put to the Council until it shall have been seconded.

(e) A councillor who has seconded an amendment in a formal manner shall be permitted afterwards to speak upon it.

(f) Whenever an amendment upon an original motion has been moved and seconded no second or subsequent amendment shall be moved until the first amendment shall have been disposed of. If an amendment be carried, the motion as amended shall take the place of the original motion and shall become the question upon which any further amendment may be moved.

24. No member may speak to any question after the same has been put by the Mayor or other presiding member. A question is put when the voting has been taken thereon.

Voting and
recording of
votes.

25. (a) The question shall be put by the Mayor or other presiding member and the votes may be taken by a show of hands and the result shall be declared by the Mayor or other presiding member; but any councillor may call for a division when the votes shall be taken by the Commissioner, asking each councillor separately how he desires to vote and recording the votes accordingly.

(b) On any question being put, either in the Council or in Committee of the whole Council every councillor present shall unless he declines to vote, record his vote either for the "ayes" or "noes".

(c) In the event of a councillor declining to vote the officer deputed by the Council in case a division has been called for shall enter his name upon the minutes as having declined to vote.

(d) The Mayor or other presiding member shall have an original vote in common with the councillors and also a casting vote if upon any question the votes are equal.

Casting vote of
Mayor.Members
dissenting.

26. It shall be competent for any councillor who is in a minority to have his dissent recorded by the officer deputed by the Council and subsequently to submit in writing the reasons of his dissent from the opinion of the majority and such written dissent if sent to such officer within three days of the Council meeting in question, shall be entered by such officer at the end of the minutes of the proceedings.

27. (a) It shall be the duty of the Mayor or other presiding member to preserve order and his decision on all disputed points of order shall be final.

(b) Any councillor deviating from the rules may be immediately called to order by the Mayor or other presiding member or by any other councillor rising to a point of order.

Decision of
questions of
order.

28. When a question of order has been stated the Councillor who raises it shall resume his seat and no other councillor, except by leave of the Mayor or other presiding member, shall rise till the Mayor or other presiding member has decided the question, after which the Councillor who was addressing the Council or Committee of the Council at the time the question was raised shall be entitled to proceed with his speech, if he conforms to the Mayor or other presiding member's ruling. If he does not so conform the Mayor or other presiding member may refuse to allow him to proceed with his speech.

29. Any councillor having used unparliamentary words and not explaining or retracting the same or offering apologies for the use thereof to the satisfaction of the Council may be censured or otherwise dealt with as the Council thinks fit.

Mayor speaking.

30. When the Mayor or other presiding member is addressing the Council or Committee of the Council any councillor then standing shall immediately resume his seat.

Naming of
Councillors.

31. (a) The Mayor or other presiding member may name any councillor immediately after the commission of the offence of disregarding the authority of the chair or of abusing the rules of the Council by persistently and wilfully obstructing the business of the Council and the Mayor or other presiding member may forthwith put the question on a motion being made by any councillor or from the chair and being duly seconded (no amendment, adjournment of debate being allowed) "that such councillor be suspended from any sitting of the Council".

(b) If any such motion be carried and any councillor be suspended under this rule his suspension, on the first occasion shall continue for one month, on the second occasion for two months and on the third or subsequent occasion for three months.

(c) Not more than one councillor shall be named at the same time, unless several councillors present together have jointly disregarded the authority of the Chair.

(d) If any councillor or councillors acting jointly who have been suspended under this rule from any sitting of the Council, shall refuse at any time during the period of suspension to obey the directions of the Mayor or other presiding member to withdraw from the precincts of the Council chamber, the Mayor or other presiding member may direct such steps to be taken as are required to enforce his decision.

Irrelevant or
tedious
repetition.

32. The Mayor or other presiding member after having called the attention of the Council or Council in Committee to the conduct of a councillor who persists in irrelevance or tedious repetition either of his own arguments or of the arguments used by the other councillors in debate, may direct the councillor to discontinue his speech.

Disorderly
conduct.

33. (a) The Mayor or other presiding member may order councillors whose conduct is grossly disorderly to withdraw immediately from the Council Chamber during the remainder of the meeting and may direct such steps to be taken as are required to enforce his order.

(b) In the event of disorderly conduct on the part of a stranger the Mayor or other presiding member shall be empowered to take all steps necessary for the removal of such person.

34. Councillors who are suspended under by-law 29 or are directed to withdraw under by-law 33 shall forthwith withdraw from the precincts of the Council Chamber.

35. In speaking to any matter under consideration of the Council or of a Committee of the whole Council the following rules shall be strictly observed :—

Rules for
Councilors
speaking.

- (1) Every councillor shall address his observations to the Mayor or other presiding member and shall speak standing except when the Council is in Committee.
- (2) He shall not be interrupted unless out of order.
- (3) When he has finished his observations he shall, resume his seat and any other councillor wishing to address the Council may rise.
- (4) A councillor shall not read his speech but he may read extracts from written or printed papers in support of his arguments.
- (5) If two councillors rise at the same time the Mayor or other presiding member shall call upon the councillor who first catches his eye.
- (6) Every councillor must confine his observations to the subject under consideration.
- (7) No councillor shall impute improper motives to any other councillor.
- (8) All personalities shall be avoided.
- (9) A councillor may speak to the question before the Council or any amendment proposed thereto.
- (10) No councillor shall speak more than once on any proposition before the Council, except in explanation or to order or when the Council is in Committee or as is provided by by-law 20.
- (11) By the indulgence of the Council a councillor may explain matters of a personal nature although there is no question before the Council, but such matter may not be debated and he must confine himself strictly to the vindication of his own conduct.

(12) The mover of a motion may reply after all the other councillors present have had an opportunity of addressing the Council and before the question is put, but he shall strictly confine himself to answering previous speakers and shall not introduce any new matter into the debate. The right of reply shall not be extended to the mover of an amendment which having been carried has become the substantive motion.

36. The Council may at any time resolve themselves into a Committee of the whole Council and on their resuming, the result of their deliberations shall be dealt with by the Council.

Committee of the
whole Council.

37. It shall be competent for any councillor at any stage of any discussion in Committee to move that the Council should resume and on such motion being seconded the question shall be put to the vote by the Mayor or other presiding member and if the motion is carried the Council will immediately resume from Committee.

38. Any member of a Standing Committee may submit any question with which such Committee is concerned for the consideration of such committee.

Standing
Committees.

39. (a) In the absence of the Chairman at a meeting of any Special Committee, the members present shall elect a Chairman for the meeting from among their own number who shall for that meeting have all the powers of the Chairman.

Special Committees.

(b) When a Special Committee shall have agreed by a majority to a report, the same shall be signed by that majority and shall be submitted to the Council with the dissent or dissents of any councillors in the minority.

(c) In the event of any division taking place in a Special Committee, a record thereof shall be entered in the minutes together with the motion or resolution proposed, the name of the proposer and the respective votes of the councillors present.

40. The Press shall be excluded from all meetings of Special and Standing Committees.

41. The by-laws relating to conduct of business contained in Chapter II. of the By-laws of the Kandy Municipal Council and published in the *Government Gazette*s of August 3 and 10, 1906, are hereby revoked.

A.—GENERAL REVENUE ACCOUNT.

Revenue Account for the Eleven Months, January 1 to November 30, 1940.

Dr.	EXPENDITURE.	Estimated	Incurred from	Incurred from
		for 1940.	January 1 to November 30, 1940.	January 1 to November 30, 1939.
		Rs. c.	Rs. c.	Rs. c.
1	To Administrative—Personal emoluments ..	134,383 83	120,323 88	124,576 70
2	Administrative—Other charges ..	27,169 0	24,541 69	23,755 55
3	Collectors ..	1,600 0	1,253 39	1,422 21
4	Infectious diseases prevention ..	7,711 21	7,175 86	7,234 46
5	Scavenging streets and removal of house and trade refuse ..	37,999 25	32,712 65	30,228 38
6	Conservancy of latrines ..	40,632 41	37,232 29	37,167 9
7	Minor Sanitary Services ..	13,890 29	11,790 16	12,288 21
8	Roads, buildings, parks, &c.—Maintenance ..	51,228 30	46,067 40	49,873 43
9	Public lighting ..	36,392 0	36,046 63	40,742 76
10	Water services ..	26,631 70	21,933 86	27,451 97
11	Markets ..	6,870 3	6,656 13	6,612 49
12	Slaughter-house ..	2,257 17	1,762 55	1,960 7
13	Cemeteries ..	4,532 50	3,810 24	4,070 66
14	Municipal Court ..	6,341 60	4,950 50	4,753 93
15	Fire Brigade ..	5,119 20	4,188 77	3,591 84
16	Police ..	—	—	—
17	Education ..	—	—	—
18	Free Library ..	3,285 89	2,443 93	2,410 32
19	Poor Relief and Public Recreation ..	37,768 93	43,933 75	34,392 64
20	Pensions ..	21,525 26	27,537 8	16,519 6
21	Loan Repayments and Interest ..	45,750 42	42,852 60	44,333 10
22	Miscellaneous services ..	10,390 0	11,279 15	12,298 99
		521,478 99	488,492 51	485,683 86
23	Capital expenditure (provided from revenue) ..	25,510 0	22,853 82	36,337 74
		546,988 99	511,346 33	522,021 60
	Balance being revenue in excess of expenditure ..	18,152 31	—	—
		565,141 30	511,346 33	522,021 60
			Accrued	Accrued
			January 1 to	January 1 to
			November 30, 1940.	November 30, 1939.
			Rs. c.	Rs. c.
	REVENUE.	Estimated		
		for 1940.		
		Rs. c.		
1	By Consolidated rates ..	294,200 0	215,665 9	220,439 55
2	Taxes ..	40,500 0	32,899 85	37,646 75
3	Tolls ..	—	—	199 21
4	Licence Fees and Stamp Duties—	—	—	—
	(a) Licence fees ..	4,800 0	3,379 0	3,362 0
	(b) Stamp duties ..	18,953 0	5,803 75	13,146 25
5	Slaughter-house fees ..	10,512 0	10,357 32	9,724 20
6	Conservancy fees ..	5,705 0	5,351 14	5,450 76
7	Rents ..	114,957 0	112,624 66	104,000 11
8	Judicial fines ..	8,500 0	9,740 45	7,814 29
9	Water service ..	13,100 0	20,041 41	10,002 19
10	Government grants ..	42,329 30	42,129 30	42,961 80
11	Miscellaneous receipts ..	11,585 0	15,278 82	13,072 28
		565,141 30	473,270 79	467,819 39
	Balance being excess of expenditure over revenue ..	—	38,075 54	54,202 21
		565,141 30	511,346 33	522,021 60

Cr.

ASSETS.	Expended to December 31, 1939.		Expended during 1940.		Total Capital Outlay.		Unexpended balance in hand.		Total Assets.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
Loan to Electricity Department on December 31, 1939	27,800	0	..	..
Less repayments 1940	9,900	0	..	..
Stocks and stores :—									17,900	0
Stores	—	—		
Workshop tools	17,978	59		
Vested properties capital	397	30		
Sundry debtors :—									18,375	89
Rates, taxes, &c.			4,343	56
Less reserve for irrecoverables				
Cheques returned by Bank				
Advance of pay, &c.				
Sale of Stores				
Diesoline account				
Loans to Municipal Officers to purchase motor vehicles				
Investments—State Mortgage Bank debentures				
Maternity and Child Welfare Building Fund (Ceylon Savings Bank)				
Cash in Mercantile Bank of India, fixed deposit	146,500	0		
Cash in Mercantile Bank of India, current account	72,687	71		
Cash in Fixed Deposit, Co-operative Central Bank	5,200	0		
Cash in Ceylon Savings Bank	50	0		
Cash in hand of Shroff	12,089	45		
Petty cash in hand of Shroff	74	74		
									236,601	90
									334,628	82

Municipal Office,
Kandy, December 18, 1940.

X. A. PILLAI,
Accountant, Kandy Municipal Council.

C.—POOR RELIEF FUND.
Revenue Account, November 30, 1940.

EXPENDITURE.		Rs.	c.	REVENUE.		Rs.	c.
To Salaries ..	..	1,254	94	By Contributions from Municipal Funds ..	..	4,500	0
Printing ..	..	75	70				
Furniture and equipment ..	..	114	40				
Advertising ..	..	41	60				
Pensions ..	..	508	50				
		1,995	14				
Balance being excess of revenue over expenditure ..	..	2,504	86				
		4,500	0				4,500

Balance Sheet, November 30, 1940.

LIABILITIES.		Rs.	c.	ASSETS.		Rs.	c.
Sundry Creditors ..	..	45	0	Mercantile Bank of India, Ltd., Kandy, current account ..	..	2,494	86
Revenue account, balance on November 30, 1940 ..	..	2,504	86	Cash with Shroff ..	..	55	0
		2,549	86			2,549	86

Kandy, December 18, 1940.

X. A. PILLAI,
Accountant, Kandy Municipal Council.

B.—ELECTRICITY DEPARTMENT.
Revenue Account for the Eleven Months, January 1 to November 30, 1940.

EXPENDITURE.	Estimated for 1940.		Incurred from January to Nov., 1940.		Total. Rs. c.	Incurred from January to Nov., 1939.	
	Rs.	c.	Rs.	c.		Rs.	c.
Generation of electricity :—							
Fuel ..	29,742	0	26,301	95		22,172	93
Oil, waste, and engine room stores ..	15,200	0	12,797	96		10,800	26
Salaries and wages at works ..	12,772	25	10,573	61		11,190	96
Repairs and maintenance :—							
(a) Buildings ..	1,300	0	1,496	64		1,220	64
(b) Engines, boilers, machinery and plant ..	1,500	0	912	68		927	30
(c) Spare parts for machinery ..	1,700	0	3,145	11		1,440	87
Distribution of electricity :—					55,227	95	
Salaries and wages—							
(a) Repairs and maintenance of mains ..	5,831	50	4,933	19		4,559	0
(b) Replacement of consumers' service mains ..	25	0	23	76		82	15
(c) Repairs and maintenance of meters, switches and other apparatus ..	4,000	0	3,597	55		2,873	7
Materials—							
(a) Repairs and maintenance of mains ..	1,000	0	617	98		918	39
(b) Replacement of consumers' service mains ..	100	0	25	43		189	93
(c) Repairs and maintenance of meters, switches and other apparatus ..	150	0	67	98		65	32
Public lamps :—					9,265	89	
Salaries and wages ..	6,647	50	5,053	61		5,737	52
Repairs and maintenance ..	2,750	0	2,348	48		2,254	6
Works executed for customers :—					7,402	9	
Labour ..	6,695	0	4,130	85		6,068	34
Materials ..	11,000	0	8,948	26		10,462	98
Management and general expenses :—					13,079	11	
Salaries ..	40,701	88	36,990	47		39,460	34
Commuted travelling allowances ..	1,934	0	1,745	26		2,282	24
Rent and lighting of Engineer's bungalow ..	1,428	0	1,299	55		1,308	55
Printing and stationery ..	1,500	0	1,385	5		1,441	14
Fire Insurance ..	487	84	449	16		461	40
Legal expenses ..	500	0	392	74		366	74
Telephone ..	510	0	485	0		610	0
Audit fees ..	850	0	425	0		425	0
Fees for inspections of the Power Station by an Engineer of the Government Electrical Department ..	100	0	—	—		—	—
Tools ..	150	0	120	48		273	59
Sundry charges ..	250	0	112	75		151	71
Pensions ..	1,398	65	3,042	44		738	49
Gratuities ..	500	0	244	41		55	0
Sick pay ..	600	0	403	6		—	—
Addressing machine ..	—	—	—	—		431	45
Advertising ..	—	—	46	98		—	—
					47,142	35	
Total amount of working expenses ..	151,323	62	132,117	39		128,969	28
Gross profit-carried to nett revenue account ..					98,227	73	104,011
					230,345	12	232,981

INCOME.	Estimated for 1940.		Accrued from January to Nov., 1940.		Total.		Accrued from January to Nov., 1939.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
Sale of electricity :—								
Private lighting and power and heating ..	161,736	0	152,575	0			149,107	32
Public lighting ..	37,937	0	37,962	25			42,709	25
Municipal Departments—Lighting ..	900	0	712	17			811	60
„ Power ..	9,700	0	4,108	12			5,821	54
						195,357	54	
Works executed for customers and goods sold :—								
From customers ..	22,900	0	18,355	29			22,752	4
From Municipal Departments ..	200	0	166	3			149	51
						18,521	32	
Rent of meters :—								
Recoveries from customers ..	11,300	0	9,620	62			10,273	86
Recoveries from Municipal Departments ..	162	0	146	50			144	50
						9,767	12	
Sundry revenue :—								
Stand by charges ..	447	0	409	75			406	0
Miscellaneous receipts ..	3,000	0	6,289	39			805	65
						6,699	14	
Total ..	248,282	0				230,345	12	232,981 27

Kandy, December 13, 1940.

X. A. PILLAI,
Accountant, Kandy Municipal Council.

Electricity Department—Nett Revenue Account for January 1 to November 30, 1940.

	Amount.		Actual.	
	Rs.	c.	Rs.	c.
To Principal and Interest on loans from Local Loan Commissioners and General Revenue Funds ..	—	—	16,113	28
Assessment rates ..	—	—	7,155	35
Depreciation on plant, &c. ..	—	—	30,718	78
Nett profit unappropriated on December 31, 1939 ..	227,089	39	—	—
		Rs. c.		
Nett profit up to October, 1940 ..	—	—	42,365	29
Nett profit for November, 1940 ..	—	—	3,713	96
			46,079	25
			327,156	5
			Actual.	
			Rs. c.	
By Balance from 1939 ..	—	—	227,089	39
Interest ..	—	—	1,838	93
By gross profit up to November, 1940 ..	—	—	98,227	73
			327,156	5

Kandy, December 13, 1940.

X. A. PILLAI,
Accountant, Kandy Municipal Council.

Electricity Department, Balance Sheet, November 30, 1940.

LIABILITIES.	Amount.		Total.	
	Rs.	c.	Rs.	c.
Loans outstanding :—				
Loan from General Revenue Fund on December 31, 1939 ..	27,800	0		
Less repayments in 1940 ..	9,900	0		
			17,900	0
Loan from Local Loan Commissioners ..	—	—	130,000	0
Less repayments in 1940 ..	—	—		
Loans redeemed account on December 31, 1939 ..	295,800	0		
Redeemed in 1940 ..	9,900	0		
			305,700	0
Reserve contribution to Capital outlay up to December 31, 1939 ..	—	—	38,498	65
Revenue contribution to Capital outlay up to December 31, 1939 ..	628,255	65		
Contributed in 1940 ..	—	—	628,255	65
Reserve for depreciation up to December 31, 1939 ..	352,823	18		
Reserve for January–November, 1940 ..	30,718	78		
Interest accrued on depreciation fund investments ..	8,379	69		
			391,921	65
Reserve against stores ..	—	—	9,204	34
Sundry creditors ..	—	—	31,508	23
Deposits—Customers' ..	15,287	45		
„ Sundry ..	8,690	43		
			23,977	88
Outstanding wages ..	—	—	1,396	28
Unpaid wages ..	—	—	16	51
Principal and interest accrued on loans ..	—	—	13,014	26
Nett revenue account ..	—	—	273,168	64
			1,864,562	9

Kandy December 13, 1940.

X. A. PILLAI,
Accountant, Kandy Municipal Council.

ASSETS AND CAPITAL OUTLAY.	Expended up to December, 1939.		Expended in 1940.			Total.
	From Loan Funds.	From Revenue Contribution.	From Loan Funds.	From Revenue Contribution.	From Reserves.	
	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.
Acquisition of undertaking	—	150,000 0	—	—	—	150,000 0
Land for Transformer Station	810 0	—	—	—	—	810 0
Buildings	5,147 15	41,582 42	—	524 66	—	47,254 23
Engines, boiler and other machinery	177,991 56	103,767 60	118,972 69	—	—	400,731 85
Tools and sundry plant	—	4,046 11	—	—	—	4,046 11
Mains services, lamp standards and terminal boxes	143,676 29	332,969 52	—	11,743 46	3,464 76	491,854 3
Meters	—	34,388 65	—	1,677 79	—	36,066 44
Storage battery	—	48,955 14	—	—	—	48,955 14
	327,625 0	715,709 44	118,972 69	13,945 91	3,464 76	1,179,717 80
Less value of unserviceable plant written off	—	—	—	—	—	48,955 14
						1,130,762 66
Depreciation Fund Investments :—				Face Value.		
				Rs. c.		
3½ per cent. Ceylon Government loan	—	—	—	100,000 0	101,287 25	
Fixed deposits, Mercantile Bank	—	—	—	—	143,379 91	
Loan to General Revenue for Water Scheme	—	—	—	—	93,801 0	
Amount held in Bank pending investment	—	—	—	—	53,453 49	
						391,921 65
Stores on hand	—	—	—	—	—	33,227 34
Sundry debtors	—	—	—	—	—	35,985 37
Dues from hire purchaser	—	—	—	—	—	3,343 74
Insurance premium paid in advance	—	—	—	—	—	324 33
Advances	—	—	—	—	—	10 0
Lamp posts incomplete	—	—	—	—	—	323 26
Cash with Shroff, petty cash account	—	—	—	—	303 84	
Cash with Electrical Engineer, petty cash account	—	—	—	—	9 25	
Cash in National Bank, fixed deposits	—	—	—	—	8,000 0	
Cash in Mercantile Bank, fixed deposits	—	—	—	—	206,620 9	
Cash in Mercantile Bank, current account	—	—	—	—	52,360 45	
Cash in hand of shroff	—	—	—	—	1,370 11	
						268,663 74
						1,864,562 9

Kandy, December 13, 1940.

X. A. PILLAI,
Accountant, Kandy Municipal Council.

NOTICES TO MARINERS.

CEYLON NOTICE TO MARINERS.

No. 1 (T) of 1941.

CEYLON WEST COAST—COLOMBO HARBOUR.

Oil Bunkering Jetties—Works in progress.

Position—On the Inner side of the North-East Breakwater 6° 57' 6" N 79° 51' 2" E (approx.).

Details—Dolphins are being constructed between the Inner and Outer Oil Bunkering Jetties, and will be marked during the day by red flags.

Passage between these Oil Bunkering Jetties is strictly prohibited.

Chart temporarily affected—No. 914.

DONALD C. G. NEISH,
Commander,
Master Attendant.

Colombo, January 4, 1941.

LOCAL GOVERNMENT NOTICES.

Supplementary Budget of the Beruwala Urban Council for the Year 1940.

EXPENDITURE.

	Rs. c.
J.—Electricity Department :—	
(2) Repairs and maintenance—	
(b) Engines, boilers, machinery and plant	100 0
Total	100 0

Settled and adopted at a meeting of the Council held on December 23, 1940, by resolution No. 32.

Office of the Urban Council,
Beruwala, January 7, 1941.I. L. M. YUSUF,
Chairman.

Rabies—Nawalapitiya.

NOTICE is hereby given in terms of section 11 of the Rabies Ordinance (Chapter 333) of the Legislative Enactments of Ceylon that there is danger of rabies within the administrative limits of this Council.

Any dog found in any public place or road, or any place other than a private building, compound or garden, within the limits of the Council, and not being tied up or led shall be liable to be destroyed forthwith by any person authorized by me in writing.

This proclamation shall be in force from January 1, 1941 to December 31, 1941.

Urban Council Office,
Nawalapitiya, January 4, 1941.J. G. RAJAKULENDRAN,
Chairman.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specification has been accepted :—

No. 3,121 of January 5, 1940.

Thomas Smythe Thorpe and Marshalls Tea Machinery Co., Ltd.

"Improvements in or relating to Tea Leaf Rolling Machines."

Abstract.—This invention relates to a tea rolling machine of the kind in which the leaf is rolled in a container or hood-box superposed on a rolling table one or both of which are given an opposite eccentric motion in a horizontal plane by means of a double throw crank, wherein a compound pressure cap is provided having a deep cone, prong extension arms and a guide member, the said pressure cap comprising a floating portion which rises and falls with the leaf and a controlled portion capable of being raised or lowered by suitable means. This floating portion and the controlled portion are secured to each other so as to prevent relative movement once the best working position has been determined.

There are 25 claims and 2 sheets of drawing illustrating the invention.

G. D. PAREKH,
Registrar of Patents.

Supplementary Budget of the Batticaloa Urban Council for the Year 1940.

	Rs. c.
A.—General expenditure :—	
(2) Establishment expenses—	
(e) Legal expense..	50 0
Settled and adopted at a meeting of the Council held on November 30, 1940, by resolution No. 10.	
	Rs. c.
D.—Council lands and buildings :—	
(5) Furniture	20 0
Settled and adopted at a meeting of the Council held on December 21, 1940, by resolution No. 15 (a).	

	Rs. c.	REVENUE.	Amount. Rs. c.	Total. Rs. c.
J.—Electricity Department :—		G.—Cemeteries (Ordinance No. 9 of 1899) :—		
(1) Generation—		(1) Fees	—	
(b) Oil, waste, &c.	342 90	(2) Hire of hearse	5 0	
(2) Repairs and maintenance—		(3) Graves sold for erecting monuments	—	5 0
(a) Building	12 0			
(b) Engines, boilers, &c.	500 0	H.—Dog Registration (Ordinance No. 25 of 1901, and Rabies Ordinance No. 7 of 1893) :—		
	854 90	(1) Registration fees	200 0	
Settled and adopted at the meetings of the Council held on December 21, 1940, and November 16, 1940, by resolutions Nos. 15 (c), 3 (b), and 15 (b), respectively.		(2) Fines	—	
		(3) Sale of dog collars	—	
E.—Public health :—		(4) Seizing fees	5 0	205 0
(6) Hospital—		I.—Weights and measures (Ordinance No. 8 of 1876) :—		
(c) Paupers	1 0	(1) Fees for stamping	—	
H.—Dog registration :—		(2) Fines	—	
(4) Fees to seizers	15 0	J.—Electricity Department :—		
J.—Electricity Department :—		(1) Sale of current—		
(6) Extensions	600 0	(a) Private consumers	25,000 0	
	616 0	(b) Contribution towards street lighting	12,000 0	
Settled and adopted at a meeting of the Council held on December 13, 1940, by resolution No. 8 (a).		(2) Rent of meters	3,700 0	
		(3) Works executed for customers	250 0	
		(4) Miscellaneous	300 0	41,250 0
		K.—Fire protection :—		
		(1) Fees	—	
		Estimated revenue for 1941	89,372 20	
		Probable balance on December 31, 1940	9,066 86	
		Total	98,439 6	

BATTICALOA URBAN COUNCIL.

Budget for 1941.

	Amount. Rs. c.	Total. Rs. c.		Amount. Rs. c.	Total. Rs. c.
REVENUE.			EXPENDITURE.		
A.—General revenue :—			A.—General expenditure :—		
(1) Property rate, 171 (1) (a)	18,000 0		(1) Salaries of officers (not otherwise charged)—		
(2) Acreage tax, 171 (1) (b)	—		(a) Secretary	2,230 0	
(3) Vehicles and animals tax, 173 (1) (b)	750 0		(b) Clerks and revenue inspectors	2,768 0	
(4) Licence duties	5,100 0		(c) Peons	660 0	
(5) Other taxes, 173 (1) (d)	—		(d) Cost of technical advisers	—	
(6) Refund of stamp duties (Schedule VI.)	1,400 0		(e) Pensions	710 85	
(7) Refund of liquor licences	2,300 0		(2) Establishment expenses—		
(8) Compensation for opium revenue	277 50		(a) Allowances (not otherwise charged)	800 0	
(9) Fines by court (not included elsewhere)	10 0		(b) Travelling	100 0	
(10) Auctioneers' and brokers' licences	200 0		(c) Commission to tax collectors (not otherwise charged)	1,200 0	
(11) Interest	100 0		(d) Assessors' fees	—	
(12) Sale of old stores	25 0		(e) Legal expenses	—	
(13) Refund of overpayments	75 0		(f) Stationery, printing, advertising and office expenses (not otherwise charged)	1,400 0	
(14) Miscellaneous	50 0		(g) Registration of voters and elections	50 0	
(15) Warrants and costs	500 0	28,787 50	(h) Cost of cart and boat plates	255 0	
B.—Thoroughfares :—			(i) Cost of audit	750 0	
(1) Subsidy in lieu of labour tax	3,539 70		(j) Holiday railway tickets	290 0	
(2) Other collections, e.g., fines for injuries, &c. (97), cattle seizing fees (103) (4), sale of badges and faretables, &c.	300 0	3,839 70	(3) Refunds	—	
C.—Resthouses and ambalams :—			(4) Contributions and grants	900 0	12,113 85
(1) Fees, 60	1,500 0	1,500 0	B.—Thoroughfares :—		
D.—Council lands and buildings (not included elsewhere) :—			(1) Salaries and wages—		
(1) Rents	1,170 0		(a) Inspector of Works { Salary	767 50	
(2) Sale of produce	5 0	1,175 0	{ Allowances	120 0	
E.—Public health :—			(b) Overseers	—	
(1) General—			(2) Maintenance	1,840 25	
(a) Fines under Part IV., Chapter III.	150 0		(3) Plant and tools	50 0	
(b) Fees for services of midwife	75 0		(4) Lighting	13,955 0	
(2) Scavenging—			(5) Dust laying	—	
(a) Fees, 168 (10) (b)	—		(6) Cost of badges and faretables	—	
(b) Sale of refuse	25 0		(7) Acquisition	—	
(c) Fines on contractors and labourers	—		(8) Improvements	3,000 0	
(3) Conservancy—			(9) Loan charges	—	
(a) Fees, 168 (10) (b)	7,000 0		(10) Shade trees	—	
(b) Sale of refuse, 130	—		(11) Surveys	—	
(c) Fines on contractors and labourers	5 0		(12) New works	—	19,732 75
(4) Slaughter-house and cattle pound—			C.—Resthouses and ambalams :—		
(a) Fees, 168 (11) (a)	400 0		(1) Salaries	552 0	
(b) Sale of refuse	—		(2) Maintenance	350 0	
(5) Water supply—			(3) Furniture and equipment	300 0	
(a) Water rates, 141 (b), 146	—		(4) Improvements	—	1,202 0
(b) Private water service fees	—		D.—Council lands and buildings (not charged elsewhere) :—		
(6) Hospitals—			(1) Wages	210 0	
(a) Contribution from Government	—		(2) Commission to collectors	—	
(b) Rent of hospital grounds	—		(3) Rent of office	720 0	
(7) Markets and galas—			(4) Maintenance	175 0	
(a) Rents, 168 (12)	3,575 0		(5) Furniture	10 0	
(b) Boutiques and stalls, 168 (12)	1,000 0		(6) Loan charges	—	
(c) Fees for private markets, 150 (3)	—		(7) New works	—	
(d) Licences, 163 (1)	75 0		(8) Water rate	695 0	
(e) Grain store rents	—	12,305 0			1,810 0
F.—Public recreation, 168 (7), 170 (1) (b) :—					
(1) Rents	33 0				
(2) Cattle grazing fees	72 0				
(3) Licences for public performances	200 0	305 0			

EXPENDITURE.	Amount. Rs. c.	Total. Rs. c.	EXPENDITURE.	Amount. Rs. c.	Total. Rs. c.
E.—Public health :—			G.—Cemeteries (Ordinance No. 9 of 1899) :—		
(1) General—			(1) Wages	60 0	
(a) Salaries (inspectors and midwives) and wages	4,535 0		(2) Maintenance	10 0	70 0
(b) Allowances	480 0		H.—Dog Registration (Ordinance No. 25 of 1901, and Rabies Ordinance No. 7 of 1893) :—		
(c) Uniforms	207 0		(1) Destruction of dogs	100 0	
(d) Printing	—		(2) Commission to collectors	15 0	
(e) Disinfectants	200 0		(3) Cost of dog collars	35 0	
(f) Instruments and drugs	150 0		(4) Fees to seizers	150 0	
(g) Drainage construction	325 0		(5) Maintenance of dog pound	5 0	305 0
(h) Drainage compensation	—		I.—Weights and measures (Ordinance No. 8 of 1876) :—		
(i) Expenses of health week	—		(1) Fees to inspectors	—	—
(j) Anti-malarial campaign—			J.—Electricity Department :—		
(1) Stores	200 0		(1) Generation of electricity—		
(2) Wages	988 0		(a) Fuel	6,000 0	
(k) Insurance	20 0		(b) Oil, waste and engine room stores	2,310 0	
(2) Scavenging—			(c) Salaries and wages at works	2,556 0	
(a) Wages	4,852 75		(2) Repairs and maintenance—		
(b) Carts, bulls and lorries	600 0		(a) Buildings	100 0	
(c) Stores	880 0		(b) Engines, boilers, machinery, and plant	500 0	
(g) Incinerator	—		(c) Meters, switches and other apparatus	25 0	
(3) Conservancy—			(d) Maintenance of distribution mains	500 0	
(a) Wages	5,233 25		(3) Service and house connections—		
(b) Carts, bulls and lorries	100 0		(a) Materials	300 0	
(c) Stores	1,200 0		(b) Labour (temporary)	5 0	
(d) Rent of night soil depot	—		(4) Management and general expenses—		
(e) Maintenance of latrines	150 0		(a) Salaries, &c. (electrician and clerk)	2,462 0	
(f) Acquisition	—		(b) Salaries, &c. (outdoor staff)	1,092 0	
(g) Construction	625 0		(c) Printing and stationery	50 0	
(4) Slaughter-house and cattle pound—			(d) Sundries	975 0	
(a) Wages	—		(e) Holiday railway tickets	130 0	
(b) Maintenance	37 0		(5) Loan charges—		
(c) Acquisition	—		(a) Interest	981 25	
(d) Construction	—		(b) Capital repayment	14,767 99	
(e) Cattle disease	—		(6) Extensions	—	
(5) Water supply—			(7) Reserve for depreciation	200 0	32,954 24
(a) Wages	—		K.—Fire protection :—		
(b) Stores	—		(1) Cost of fire extinguishers' refills, &c.	35 0	35 0
(c) Maintenance	—		Estimated expenditure for 1941	89,195 84	
(d) Acquisition	—		Estimated balance on December 31, 1941	8,943 22	
(e) Construction	—			98,439 6	
(f) Loan charges	—		F.—Public recreation, 168 (7), 170 (1) (b) :—		
(g) Commission to collectors	—		(1) Wages	60 0	
(6) Hospitals—			(2) Maintenance	185 0	
(a) Wages	—		(3) Allowance to band	—	
(b) Maintenance	75 0		(4) Acquisition	—	
(c) Paupers	20 0			245 0	
(7) Markets and galas—			Settled and adopted by the Council on November 30, 1940.		
(a) Wages	—		Office of the Urban Council, Batticaloa, December 30, 1940.		
(b) Maintenance	150 0		N. S. RASIAH, Chairman.		
(c) Printing, &c.	—				
(d) Construction	—				
(e) Compensation	—				
(f) Acquisition	—				
(g) Loan charges	—				
		21,028 0			