



THE CEYLON GOVERNMENT GAZETTE

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PART I—GENERAL

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

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PART X published with this Issue contains Patents and Trade Mark Notices.

APPOINTMENTS, &c., BY THE GOVERNOR-GENERAL

No. 327 of 1949

G. G. O. No. O. 103.

HIS EXCELLENCY THE GOVERNOR-GENERAL has been pleased, under section 5 of the Kandy Church Ordinance (Chapter 228) to nominate Messrs GORDON PYPPE, J.P., J. D. SARGENT and CHAS E. A. DE SILVA to be Trustees of St. Paul's Church, Kandy, for the year 1949.

By His Excellency's command,

J. A. MULHALL,

Secretary to the Governor-General.

Governor-General's Office,

Colombo, March 30, 1949.

No. 328 of 1949

G. G. O. No. O. 103.

HIS EXCELLENCY THE GOVERNOR-GENERAL has been pleased, under section 17 of the Kandy Church Ordinance (Chapter 228) to nominate Mr. F. V. DE ALWIS to audit the accounts of the Trustees of the St. Paul's Church, Kandy, for the year 1949.

By His Excellency's command,

J. A. MULHALL,

Secretary to the Governor-General.

Governor-General's Office,

Colombo, March 30, 1949.

APPOINTMENTS, &c., BY THE PUBLIC SERVICE COMMISSION

No. 329 of 1949

THE Public Service Commission has been pleased to order the following appointments :—

A. 155/48.

Mr. C. B. KUMARASINHA, Assistant Commissioner of Labour, to act as Deputy Commissioner of Labour, with effect from March 1, 1949.

433—J. N. A 89088-2,451 (3/49)

A 1

A. 9/49.

Mr. E. E. GREENIER, Cadet, C.C.S., to act temporarily in the office of Assistant Government Agent of the district of Batticaloa, with effect from March 19, 1949.

A. 28/49.

Mr DONALD RUTNAM, O B E., to act as Chairman, Colombo Port Commission, with effect from March 14, 1949, during the absence on leave out of the Island of Lt.-Col. P. A. J. HERNU.

G. R. W. DE SILVA,
Acting Secretary,
Public Service Commission.

Office of the Public Service Commission,

P. O. Box No. 500,

Colombo 1, March 30, 1949.

APPOINTMENTS, &c., BY THE JUDICIAL SERVICE COMMISSION

No. 330 of 1949

No. JSC. Pp. 1/49.

THE Judicial Service Commission has been pleased to make the following appointments :—

Mr. M. C. SANSONI to be Additional District Judge, Colombo, with effect from the 18th March, 1949, until further orders

Mr D. A. LEANAGE to be District Judge, Kalutara, Additional Commissioner of Requests and Additional Magistrate, Kalutara, with effect from the 18th March, 1949, until further orders.

Mr T. P. P. GOONETILLEKE to be Commissioner of Requests, Colombo, and Additional Magistrate, Colombo, with effect from the 18th March, 1949, until further orders.

Mr O. L. KRETSER to be District Judge, Balapitiya, Additional Commissioner of Requests and Additional Magistrate, Balapitiya, with effect from the 18th March, 1949, until further orders.

Mr. N. A. DE S WIJESSEKERA to act as an Officer in Class III of the Ceylon Judicial Service and to be District Judge, Tangalla, Additional Commissioner of Requests and Additional Magistrate, Tangalla, and Additional Commissioner of Requests, and Additional Magistrate, Hambantota, with effect from the 18th March, 1949, until further orders.

Mr. S. N. NADURAI to act as a Supernumerary Officer in Class III of the Ceylon Judicial Service and to be Additional Magistrate and Additional Commissioner of Requests, Colombo, at Mount Lavinia, Additional Municipal Magistrate, Colombo, and Additional District Judge, Colombo, from the 18th March, to the 30th April, 1949, or until further orders.

K. D. DE SILVA,
Secretary, Judicial Service Commission.

Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, 25th March, 1949.

No 331 of 1949

No. JAA/11/48.

THE Judicial Service Commission has been pleased to appoint Mr. S. S. J. GOONSEKERA to be, in addition to his other duties, Additional District Judge, Colombo, on the 11th and 12th April, 1949, to hear D C Colombo Case No. 3325/L.

K. D. DE SILVA,
Secretary, Judicial Service Commission.

Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, 28th March, 1949.

No. 332 of 1949

No. JAA/2/48.

THE Judicial Service Commission has been pleased to appoint Mr. C. X. MARTYN to be, in addition to his other duties, Additional District Judge, Avissawella, on the 28th March, 1949, to enable judgment to be delivered in D. C. Avissawella Case No. 3627.

K. D. DE SILVA,
Secretary, Judicial Service Commission.

Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, 23rd March 1949.

No 333 of 1949

No. JAA/54/48.

THE Judicial Service Commission has been pleased to appoint Mr. O. L. DE KRETSER to be, in addition to his other duties, Additional District Judge, Tangalla, on the 12th April, 1949, to hear D. C. Tangalla Case No. 5400.

K. D. DE SILVA,
Secretary, Judicial Service Commission.

Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, 24th March, 1949.

No. 334 of 1949

No. JAA/54/48.

THE Judicial Service Commission has been pleased to appoint Mr. O. L. DE KRETSER to be, in addition to his other duties, Additional Commissioner of Requests, Tangalla, on the 4th April, 1949, to enable judgment to be delivered in C. R. Tangalla Case No. 17452.

K. D. DE SILVA,
Secretary, Judicial Service Commission.

Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, 30th March, 1949.

No 335 of 1949

No. JL/70/48.

Mr. P. G. DE SILVA to be Additional Magistrate and Additional Commissioner of Requests, Avissawella, and Additional District Judge, Avissawella, from the 31st March, 1949, until the resumption of duties by Mr. A. C. Z. WIJAYARATNE.

2. Notification No. 303 of 1949 of 15th March, 1949, appearing in *Government Gazette* No. 9,958 of March 18, 1949, relating to the appointment of Mr. P. G. DE SILVA to be Additional Magistrate and Additional Commissioner of Requests, Avissawella, and Additional District Judge, Avissawella, from the 17th March, 1949, until the resumption of duties by Mr. A. C. Z. WIJAYARATNE is hereby cancelled.

K. D. DE SILVA,
Secretary, Judicial Service Commission.

Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, 23rd March, 1949.

No 336 of 1949

No. JRL. 18/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. C. S. A. SAMARAKKODY, Proctor S. C. Gampaha, to act as President, Rural Court, Siyane Korale East and Hapitigam Korale, and Additional President, Rural Court, Siyane Korale West, Adikari and Meda Pattus, Colombo District, during the absence of Mr. M. P. JAYAWARDENA on the 25th and 26th March, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission.

Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 25th, 1949.

No 337 of 1949

No. JRL. 36/48.

NOTIFICATION No. 272 of 1949, appearing in *Government Gazette* No. 9,956 of March 11th, 1949, in so far as it relates to the appointment of Mr. ALLAN SENANAYAKE, Proctor S. C., Avissawella, to act as President, Rural Court, Dehigampal Korale, Lower Bulathgama, Atulugama and Panawal Korales, Avissawella District, on the 12th March, 1949, is hereby cancelled.

K. D. DE SILVA,
Secretary, Judicial Service Commission.

Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 17th, 1949.

No 338 of 1949

No. JRL. 5/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. THOMAS DE SILVA, Proctor S. C., Kalutara, to act as President, Rural Court, Pasdun Korales East and West, and Kalutara Totamunes, Kalutara District, during the absence of Mr. L. A. P. DE ALWIS from the 28th to the 30th March, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission.

Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 21st, 1949.

No 339 of 1949

No. JRL. 1/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. W. B. RODRIGO, Proctor S. C., Kandy, to act as President, Rural Court, Yatinuwara, Pata Hewaheta, and Additional President, Rural Court Pata Dumbara, Kandy District, from the 14th to the 26th March, 1949, during the absence of Mr. D. E. I. ABEYSINGHE.

K. D. DE SILVA,
Secretary, Judicial Service Commission.
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 23rd, 1949.

No 340 of 1949

No. JRL. 19/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. A. WANIGASINGHE, Proctor S. C., Kandy, to act as President, Rural Court, Uda Nuwara, Uda Palata and Uda Bulathgama, Kandy District, during the absence of Mr. M. B. KAPPAGODA on the 25th and 26th March, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 23rd, 1949

No 341 of 1949

No. JRL. 1/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. W. B. RODRIGO, Proctor S. C., Kandy, to act as President, Rural Court, Yatinuwara, Pata Hewaheta, and Additional President, Rural Court, Pata Dumbara, Kandy District, during the absence of Mr. E. D. I. ABEYSINGHE from the 28th March to the 10th April, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission.
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 28th, 1949.

No. 342 of 1949

No. JR/AA. 13/48.

THE Judicial Service Commission has been pleased to appoint Mr. S. A. YATAWARA, President, Rural Court, Matale North, Matale District, to act as Additional President, Rural Court, Matale South and East, Matale District, on the 6th April, 1949, to try Rural Court, Wariyapola Case No. 1413

K. D. DE SILVA,
Secretary, Judicial Service Commission.
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 18th, 1949.

No. 343 of 1949

No. JRL. 48/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. T. B. ILANGANTILEKE, Proctor S. C., Kandy, to act as President, Rural Court, Uda Hewaheta and Walapane, Nuwara Eliya District, during the absence of Mr. L. B. WEERASEKERA on the 24th, 25th and 26th March, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 24th, 1949.

No 344 of 1949

No. JRL. 52/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. A. K. LIYANAGE, Proctor S. C., Galle, to act as President, Rural Court, Gangaboda and Himidum Pattus, Galle District, during the absence of Mr. S. E. WIJESOORIYA on the 25th and 26th March, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission.
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 24th, 1949.

No. 345 of 1949

No. JRL. 32/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. S. EKARATNE, Proctor S. C., Balapitiya, to act as President, Rural Court, Wellaboda Pattu, Balapitiya District, during the absence of Mr. C. L. PERERA on the 25th and 26th March, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission.
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 24th, 1949.

No. 346 of 1949

No. JRL. 24/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. S. W. EDIRISOORIYA, Proctor S. C., Matara, to act as President, Rural Court, Weligam Korale and Four Gravets, and Additional President, Rural Court, Gangaboda Pattu, Matara District, during the absence of Mr. W. KURUPPU on the 25th and 26th March, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 23rd, 1949.

No 347 of 1949

No. JRL. 4/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. E. GUNASEKERA, Proctor S. C., Matara, to act as President, Rural Court, Gangaboda Pattu and Wellaboda Pattu, Matara District, during the absence of Mr. E. S. T. COREA on the 25th and 26th March, 1949

K. D. DE SILVA,
Secretary, Judicial Service Commission.
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 25th, 1949.

No 348 of 1949

No. JRL. 4/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. ELLIOT GUNASEKERA, Proctor S. C., Matara, to act as President, Rural Court, Gangaboda Pattu and Wellaboda Pattu, Matara District, during the absence of Mr. E. S. T. COREA on the 28th March, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission.
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 29th, 1949.

No. 349 of 1949

No. JRL. 22/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. S. W. EDRISOORIYA, Proctor S. C., Matara, to act as President, Rural Court, Morawak Korale, Matara District, during the absence of Mr. K. I. KARUNARATNE on the 29th March, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 26th, 1949.

No. 354 of 1949

No. JRL. 12/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. P. KANAGASABAI, Proctor S. C., Point Pedro, to act as President, Rural Court, Tenmaradchchi, Pachchilaipali, Karachchi and Punakari, Tunnukai, Point Pedro District, during the absence of Mr. HOMER VANNIASINKAM on the 28th March, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission.
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 28th, 1949.

No. 350 of 1949

No. JRL. 54/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. P. I. R. RATNATUNGA, Proctor S. C., Tangalle, to act as President, Rural Court, West Guruwa Pattu and Additional President, Rural Court, East Guruwa Pattu, Tangalle District, during the absence of Mr. E. N. A. WIRASINHA on the 5th April, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission.
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 25th, 1949.

No. 355 of 1949

No. JRL. 41/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. S. W. STEPHENS, Proctor S. C., Batticaloa, to act as President, Rural Court, Eratur Koralai and Bintenne Pattus and Manmunai North Pattu, Batticaloa District, during the absence of Mr. E. D. SOMANADEB from the 24th to the 29th March, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 23rd, 1949.

No. 351 of 1949

No. JRL. 46/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. P. R. RAJENDRA, Proctor S. C., Uduvil, to act as President, Rural Court, Valikamam North and East, Jaffna District, during the absence of Mr. S. VALEMURUGU on the 28th and 29th March, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission.
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 24th, 1949.

No. 356 of 1949

No. JRL. 37/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. N. S. SIVAPRAGASAM, Proctor S. C., Batticaloa, to act as President, Rural Court, Akkara Panama, and Additional President, Rural Court, Karavaku Pattu, Batticaloa District, during the absence of Mr. V. SANDRA-SEKERA from the 25th to the 28th March, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission.
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 25th, 1949.

No. 352 of 1949

No. JRL. 46/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. P. KANAGASABAI, Proctor S. C., Point Pedro, to act as President, Rural Court, Vadamaradchchi, Point Pedro District, during the absence of Mr. S. VALEMURUGU from the 24th to the 26th March, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission.
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 24th, 1949.

No. 357 of 1949

No. JRL. 45/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. F. B. P. SENEVIRATNE, Proctor S. C., Kurunegala, to act as President, Rural Court, Hriyala Hatpattu, and Additional President, Rural Court, Wann Hatpattu, Kurunegala District, during the absence of Mr. J. W. B. UDALAGAMA from the 11th to the 12th April, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission.
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 24th, 1949.

No. 353 of 1949

No. JRL. 12/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. S. K. THIRAVIYANAYAGAM, Proctor S. C., Chavakachcheri, to act as President, Rural Court, Tenmaradchchi, Pachchilaipali, Karachchi and Punakari, Tunnukai, Point Pedro District, during the absence of Mr. A. HOMER VANNIASINKAM on the 25th and 26th March, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission.
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 25th, 1949.

No. 358 of 1949

No. JRL. 15/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. M. O. M. THABIR, Proctor S. C., Kurunegala, to act as President, Rural Court, Dambadeni Hatpattu, Kurunegala District, during the absence of Mr. W. B. IMBULDENIYA on the 24th and 25th March, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission.
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 23rd, 1949.

No 359 of 1949

No. JRL. 14/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. F. B. P. SENEVIRATNE, Proctor S C., Kurunegala, to act as President, Rural Court, Weudawili Hatpattu, Kurunegala District, during the absence of Mr. L. H. ILANGANTILEKE on the 25th March, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission.
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 24th, 1949

No 364 of 1949

No JRL 47/48

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. W. GUNAWARDENA, Proctor S C., Ratnapura, to act as President, Rural Court, Nawadun, Meda and Kukul Korales, and Additional President, Rural Court, Kuruwita Korale, Ratnapura District, during the absence of Mr. J. WANASUNDERA from the 24th to the 26th March, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission.
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 22nd, 1949

No 360 of 1949

No JR/AA/41/48

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. M. O. M. THAHIR, Proctor S C., Kurunegala, to act as Additional President, Rural Court, Dambadeni Hatpattu, Kurunegala District, on the 26th March, 1949, to try Rural Court, Polgahawela Civil Case No. 214.

K. D. DE SILVA,
Secretary, Judicial Service Commission.
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 18th, 1949

No 365 of 1949

No. JRL. 20/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. E. A. DE LIVERA, Proctor S. C., Colombo, to act as President, Rural Court, Kadawatta and Meda Korales, Ratnapura District, during the absence of Mr. G. P. KARANGODA on the 25th and 26th March, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission.
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 24th, 1949

No 361 of 1949

No. JRL. 3/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. K. E. ALWIS, Proctor S C., Nugegoda, to act as President, Rural Court, Nuwaragam Palata East and West, Anuradhapura District, during the absence of Mr. W. L. B. BULANKULAME from the 23rd to the 25th March, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission.
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 18th, 1949.

No 366 of 1949

No. JRL. 28/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. W. GUNAWARDENA, Proctor S.C., Ratnapura, to act as President, Rural Court, Kuruwita Korale, and Additional President, Rural Court, Kukul Korale, Ratnapura District, during the absence of Mr. W. MUTTETUWEGAMA from the 4th to the 12th April, 1949.

K. D. DE SILVA
Secretary, Judicial Service Commission.
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 24th, 1949.

No 362 of 1949

No. JRL 3/49.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. K. E. ALWIS, Proctor, S. C., Colombo, to act as President, Rural Court, Nuwaragam Palata East and West, Anuradhapura District, during the absence of Mr. W. L. B. BULANKULAME on the 26th March, 1949

K. D. DE SILVA,
Secretary, Judicial Service Commission
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 24th, 1949.

No 367 of 1949

No. JRL. 6/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. J. S. RAJAPAKSE, Proctor S C., Chilaw, to act as President, Rural Court, Pitigal Korale North and South, Chilaw District, during the absence of Mr. LINDEN DE ALWIS on the 17th and 18th March, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission.
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 16th, 1949.

No. 363 of 1949

No. JRL. 13/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. K. SUBRAMANIAM, Proctor S. C., Anuradhapura, to act as President, Rural Court, Hurulu Palata, and Additional President, Rural Court, Kalagam Palata, Anuradhapura District, during the absence of Mr. D. ILANGANTILEKE from the 28th to the 31st March, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission.
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 19th, 1949.

No 368 of 1949

No. JRL. 6/48.

THE Judicial Service Commission has, under section 3 (1) of the Rural Courts Ordinance, No. 12 of 1945, been pleased to appoint Mr. EDWARD A. DE LIVERA, Proctor S. C., Colombo, to act as President, Rural Court, Pitigal Korale North and South, Chilaw District, during the absence of Mr. LINDEN DE ALWIS on the 30th and 31st March, 1949.

K. D. DE SILVA,
Secretary, Judicial Service Commission.
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, March 26th, 1949.

No 369 of 1949

BY virtue of the powers delegated to me in that behalf by the Honourable the Minister of Justice the following appointments have been made —

No. JAA/26/48.

Mr. E. S. FERNANDO to be Additional District Judge, Kalutara, and Additional Magistrate and Additional Commissioner of Requests, Kalutara, on the 31st March, 1949 and 1st April, 1949, during the absence of Mr. D. A. LEANAGE.

No. JL/11/48.

Mr. ARTHUR A. PERERA to be Additional District Judge, Kandy, and Additional Commissioner of Requests and Additional Magistrate, Kandy, on the 31st March, 1949, during the absence of Mr. H. A. DE SILVA.

No. JL/19/48.

Mr. V. PONNUSAMY to be Additional District Judge, Nuwara Eliya, and Additional Magistrate and Additional Commissioner of Requests, Nuwara Eliya, and Additional Municipal Magistrate, Nuwara Eliya, and Additional Magistrate, Badulla-Haldummulla, on the 27th March, 1949, during the absence of Mr. T. Q. FERNANDO.

No. JL/7/48.

Mr. N. DE ALWIS to be Additional District Judge, Balapitiya, and Additional Magistrate and Additional Commissioner of Requests, Balapitiya, on the 1st and 4th April, 1949, during the absence of Mr. O. L. DE KRETSEB.

No. JL/68A/48.

Mr. H. D. RATNATUNGA to be Additional District Judge, Tangalla, and Additional Magistrate and Additional Commissioner of Requests, Tangalla, and Additional Magistrate and Additional Commissioner of Requests, Hambantota, from the 26th to 28th March, 1949, during the absence of Mr. N. A. DE S. WIJESSEKERA

No. JL/69/48.

Mr. C. R. THAMBIAH to be Additional District Judge, Point Pedro, at Chavakachcheri and Additional Magistrate and Additional Commissioner of Requests, Point Pedro, on the 11th and 12th April, 1949, during the absence of Mr. S. R. WIJAYATLAKE.

No. JAA/1/48.

Mr. S. NATARAJA to be Additional District Judge, Anuradhapura, and Additional Magistrate and Additional Commissioner of Requests, Anuradhapura, on the 17th March, 1949, during the absence of Mr. A. W. NADARAJAH.

No. JL/53/48.

Mr. T. F. BLAZE to be Additional District Judge, Badulla, and Additional Magistrate and Additional Commissioner of Requests, Badulla-Haldummulla, on the 1st and 2nd April, 1949, during the absence of Mr. R. RAMACHANDRAN.

No. JAA/4/48

Mr. T. F. BLAZE to be Additional District Judge, Badulla, and Additional Magistrate and Additional Commissioner of Requests, Badulla-Haldummulla, from the 6th to 8th 1949, during the absence of Mr. R. RAMACHANDRAN.

No. JL/21/48.

Mr. M. I. M. HANIFFA to be Additional Commissioner of Requests and Additional Magistrate, Colombo, on the 31st March, 1949, and 1st April, 1949, during the absence of Mr. T. P. P. GOONETILLEKE.

No. JL/53/48

Mr. J. N. C. TIRUCHELVAM to be Additional Municipal Magistrate, Colombo, and Additional Magistrate, Colombo, from the 28th to 31st March, 1949, during the absence of Mr. R. RAMACHANDRAN.

No. JL/32/48.

Mr. G. W. EDIRIWERERA to be Additional Magistrate and Additional Commissioner of Requests, Kalutara, and Additional District Judge, Kalutara, from the 24th to 29th March, 1949, during the absence of Mr. M. M. I. KARIAPPER.

No. JAA/31/48.

Mr. B. R. G. WIJEYEKOON to be Additional Magistrate, Dumbara, on the 1st April, 1949, to enable sentence to be passed in M. C. Panwila Cases Nos 5068, 5067, 5112 and 5124.

No. JAA/56/48.

Mr. D. RAJARATNAM to be Additional Magistrate, Trincomalee, on the 8th April, 1949, to hear M. C. Trincomalee Case No. 3711.

No. JL/67/48.

Mr. W. P. RANASINGHE to be Additional Magistrate and Additional Commissioner of Requests, Chilaw, and Additional District Judge, Chilaw, and Additional Magistrate and Additional Commissioner of Requests, Puttalam, and Additional District Judge, Puttalam, on the 11th and 12th April, 1949, during the absence of Mr. S. THAMBYDURAI

No. JL/8A/48.

Mr. E. A. PERIES to be Additional Magistrate and Additional Commissioner of Requests, Kegalla, and Additional District Judge, Kegalla, from the 29th to 31st March, 1949, during the absence of Mr. E. A. V. DE SILVA.

K. D. DE SILVA,
Secretary, Judicial Service Commission
Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, 1st April, 1949

OTHER APPOINTMENTS

No 370 of 1949

THE following appointment has been made in the Overseas Service of Ceylon :—

Sir ARUNACHALAM MAHADEVA, Kt., to be High Commissioner for Ceylon in India with effect from April 1, 1949.

K. VAITHIANATHAN,
Permanent Secretary,
Ministry of External Affairs.

Ministry of External Affairs,
Senate Building,
Colombo 1, April 1, 1949.

No 371 of 1949

THE Honourable the Minister of External Affairs has been pleased to recognise Mr. DAVID DOIG, provisionally as Acting Consul of Peru at Colombo with effect from March 23, 1949, during the absence of Mr. ARTHUR HURST from the Island

K. VAITHIANATHAN,
Permanent Secretary,
Ministry of External Affairs.
Colombo 1, March 24, 1949.

No 372 of 1949

THE Honourable the Minister of External Affairs has been pleased to recognize Mr. JOSEPH M. SWING, formally, as Vice-Consul of the United States of America at Colombo.

K. VAITHIANATHAN,
Permanent Secretary,
Ministry of External Affairs.
Colombo 1, March 28, 1949.

No. 373 of 1949

THE following transfers in the Ceylon Civil Service take effect from the dates notified below —

Mr L. JAYASUNDERA to be Assistant Land Commissioner, Land Commissioner's Department, with effect from March 15, 1949.

Mr. W. PATHIRANA to be attached to the Ministry of Home Affairs and Rural Development with effect from March 21, 1949.

Mr. R. D. P. PAULUSZ to be Assistant at Matale to the Government Agent, Central Province, with effect from March 23, 1949.

Mr. W. T. JAYASINGHE to act as Office Assistant to the Government Agent, Central Province, with effect from March 23, 1949.

Mr. C. R. W. DE SILVA to be attached to the Ministry of Defence and External Affairs with effect from March 24, 1949.

Mr. M. S. PERERA to be Assistant Government Agent of the District of Kandy, with effect from March 24, 1949.

General Treasury, C. E. JONES,
Colombo, March 30, 1949. Secretary to the Treasury.

No. 374 of 1949

No. AJ/2/49.

IN pursuance of the powers delegated by HIS EXCELLENCY THE GOVERNOR-GENERAL to him in that behalf, the Minister of Justice has appointed Mr. L. E. WIJERATNE to be a Justice of the Peace for the judicial district of Colombo, with effect from the 23rd March, 1949, while holding the office of Divisional Revenue Officer, Alutkuru Korale North (B)

V. L. ST. C. SWAN,
Permanent Secretary to the Ministry of Justice.
Colombo, 23rd March, 1949.

No. 375 of 1949

THE Honourable the Minister of Home Affairs and Rural Development has, under section 32 (1) (b) of the Prisons Ordinance (Chapter 44) as modified by Proclamation in *Gazette Extraordinary* No. 9,773 of September 27, 1947, been pleased to appoint for a period of one year from the date of this Notification the persons mentioned hereunder to be members of the Local Visiting Committee of Colombo Remand Prison.

- (1) Senator PERI SUNDARAM
- (2) Rev. JOHN R. WRIGHT
- (3) Dr. J. PEDRIS
- (4) Dr. S. T. GUNASEKERA

R. S. V. POULIER,
Permanent Secretary to the
Ministry of Home Affairs and Rural Development
Colombo 1, March 25, 1949.

No. 376 of 1949

My No. AB/A-1032/48.

THE Honourable the Minister of Home Affairs and Rural Development has been pleased to make the following appointment —

Mr W. M. SELLAYAH, Registrar of Companies, to be, in addition to his own duties, an Assistant Registrar-General with effect from March 4, 1949, until further notice

R. S. V. POULIER,
Permanent Secretary.
Ministry of Home Affairs and
Rural Development,
Colombo 7, March 28, 1949.

No. 377 of 1949

THE Honourable the Minister of Home Affairs and Rural Development has been pleased to appoint Miss RAJESWARY NAGALINGAM to be a Notary Public throughout the judicial division of Colombo and to practise as such in the English language

R. S. V. POULIER,
Permanent Secretary to the
Ministry of Home Affairs and Rural Development.
Colombo, March 25, 1949.

No. 378 of 1949

THE Honourable the Minister of Home Affairs and Rural Development has been pleased to appoint Mr. ADAM-BARAGE FRANKLIN HERRBERT DE ALWIS to be a Notary Public throughout the judicial division of Galle and to practise as such in the English language

R. S. V. POULIER,
Permanent Secretary to the
Ministry of Home Affairs and Rural Development.
Colombo, March 22, 1949.

No. 379 of 1949

No. HLG/B-276.

THE Honourable the Minister of Health and Local Government has been pleased, under section 15 (1) (f) of the Medical Ordinance (Chapter 90) as modified by the Proclamation published in *Government Gazette Extraordinary* No. 9,773 of September 24, 1947, to renominate Dr. S. L. NAVARATNAM to be a member of the Ceylon Medical Council with effect from February 7, 1949

E. W. KANNANGARA,
Permanent Secretary,
Ministry of Health and Local Government.

No. 380 of 1949

No. AD. 18.

THE Honourable the Minister of Health and Local Government has been pleased, under section 11 of the Thoroughfares Ordinance (Chapter 148), as modified by the Proclamation published in *Gazette Extraordinary* No. 9,773 of September 24, 1947, to appoint Mr. G. ADAMS, Yelverton Estate, Hali-ela, to be a member of the Provincial Road Committee, Uva, for the year 1949, with effect from April 1, 1949, in place of Mr. A. J. WICKWAR, who is proceeding to England on leave.

E. W. KANNANGARA,
Permanent Secretary,
Ministry of Health and Local Government.
Colombo, March 23, 1949.

No. 381 of 1949

My No. AD. 41.

THE Honourable the Minister of Health and Local Government has been pleased, under the third proviso to section 20 of the Thoroughfares Ordinance (Chapter 148), as modified by the Proclamation published in *Gazette Extraordinary* No. 9,773 of September 24, 1947, to appoint Mr. J. WIJETUNGA, Chairman, Village Committee, Polgahawela, as an additional member of the District Road Committee, Kurunegala, for the years 1949, 1950 and 1951.

E. W. KANNANGARA,
Permanent Secretary,
Ministry of Health and Local Government.
Colombo, March 23, 1949.

No. 382 of 1949

IT is hereby notified for general information that the Honourable the Minister of Industries, Industrial Research and Fisheries has been pleased under section 3 (1) (c) of the Fisheries Ordinance, No. 24 of 1940, to appoint the following additional gentleman to be an unofficial member of the Fisheries Advisory Board for the period ending September 30, 1950.

Galle Mr. W. T. WIJEKULASURIYA,

R. H. BASSETT,
Permanent Secretary,
Ministry of Industries, Industrial
Research and Fisheries.
Colombo, March 25, 1949.

GOVERNMENT NOTIFICATIONS

L. D.—B. 88/48.

It is hereby notified that under the provisions of section 46 (4) of the Ceylon (Constitution) Order in Council, 1946, I have assigned to the Minister of Home Affairs and Rural Development the following subject, that is to say, the Administration of the Indian and Pakistani Residents (Citizenship) Act, No 3 of 1949

Office of the Prime Minister, D S SENANAYAKE
Colombo, 29th March, 1949. Prime Minister.

the approbation of the Minister of Defence and External Affairs given by virtue of the powers vested in him by that section as modified by Proclamation published in *Gazette Extraordinary* No. 9,773 of September 24, 1947.

K. VAITHIANATHAN,
Permanent Secretary,
Ministry of Defence and External Affairs.

Colombo 1, 26th March 1949.

L. D.—B. 36/49.

THE POLICE ORDINANCE

ORDER framed by the Inspector-General of Police under section 56 of the Police Ordinance (Chapter 43), with

Order
The rank of any Sub-Inspector, whether he is in charge of a police station or not, shall be superior to that of a Sergeant in charge of a police station.

L. D.—B. 129/47.

THE CEYLON (CONSTITUTION) ORDER IN COUNCIL, 1946

ORDER made by the Public Service Commission under section 61 of the Ceylon (Constitution) Order in Council, 1946.

G. R. W. DE SILVA,
Secretary,
Public Service Commission.

Colombo, 29th March, 1949.

Order

The power to hold an inquiry into the charges preferred against the officer mentioned in column I of the Schedule hereto and which are described in column II of that Schedule is hereby delegated to the officer specified in column III of that Schedule.

Schedule

<i>I</i> Officer against whom charges preferred	<i>II</i> Description of charges	<i>III</i> Officer authorised to hold inquiry
P. Anthony Pillai, Customs Guard, Talaimannar	1. Accepting an illegal gratification from a transit passenger on February 19, 1949 2. Permitting the same passenger to take excess currency out of the Island on February 19, 1949 3. Attempting to assault the same passenger on February 19, 1949	Mr. R. L. Arnolda, Assistant Collector of Customs, Mannar

L. D.—B. 129/47.

THE CEYLON (CONSTITUTION) ORDER IN COUNCIL, 1946

ORDER made by the Public Service Commission under section 61 of the Ceylon (Constitution) Order in Council, 1946.

G. R. W. DE SILVA,
Secretary,
Public Service Commission.

Colombo, 24th March, 1949.

Order

The power to hold an inquiry into the charges preferred against the officer mentioned in column I of the Schedule hereto and which are described in column II of that Schedule is hereby delegated to the officer specified in column III of that Schedule.

Schedule

<i>I</i> Officer against whom charges preferred	<i>II</i> Description of charges	<i>III</i> Officer authorised to hold inquiry
Mr. A. W. Perera, Apothecary, Department of Medical and Sanitary Services	1. Neglect of duty on or about May 6, 1948 2. Neglect of duty on or about May 28, 1948 3. Insubordination on or about the above dates	Divisional Medical Superintendent, Western Province, Colombo

(D S 284) N^o 165/23/4 (ET/DA)
PURSUANT to the 2nd section of the Minutes on Pensions, it is hereby notified that the holders of the offices specified below are entitled to pension.—

Director of Industries,
Assistant Directors of Industries,
Assistant Industrial Engineers
Research Assistants

General Treasury, C. E. JONES,
Colombo, January 10, 1949 Secretary to the Treasury

(D S 284) No 278/5/123 (ET/DD)
PURSUANT to the 2nd section of the Minutes on Pensions, it is hereby notified that the holder of the office specified below is entitled to pension with effect from November 1, 1946 —

Specialist in Animal Husbandry (whilst held by Mr. P. G. Malkani)

2 The notification which appeared in *Gazette* No. 9,896 of August 20, 1948, is hereby cancelled

General Treasury, C. E. JONES,
Colombo, March 26, 1949. Secretary to the Treasury

(D S 284) No 165/38/4 (ET/DC).
PURSUANT to the 2nd section of the Minutes on Pensions, it is hereby notified that the holder of the office specified below is entitled to pension with effect from November 15, 1948,—

Director of Census and Statistics (whilst held by Mr. K. Williams)

General Treasury, C. E. JONES,
Colombo, March 24, 1949 Secretary to the Treasury.

No. PN 137.

IN terms of section 24 of the Minutes on Pensions it is hereby notified that the under-mentioned officers who have been seconded for service will be allowed to count the period of their temporary employment for pension purposes —

Name	Pensionable Appointment	Seconded Service
Mr C W A S. Anthony	Clerk, E C. C., Gr. II	Clerk, Governor-General's Office
Mr H. E. W. de Zylva	do.	do
Mr. K. Rasak	do.	do
Mr B de Zilva	do	do
Mr A L. de Zilwa	do	do
Mr. R. M. Fernando	Clerk, G. C. C.	do
Mr. B. A. R. Preena	do.	do
Mr. A. M. D. Fernando	do.	do.
Mr R. V. Wittebron	Stenographer, Lower Grade	Stenographer, Governor-General's Office
Mr J. P. Stewart	do	do.
Mr P L N de Silva	Clerk, E C. C., Gr II	Clerk for Election work in the Galle Kachcheri
Mr S Nagendran	Clerk, G C C	Clerk, Marketing Department, paid from Advance Account
Mr. M. T. Fernando	do	do
Mr I H Wallbeoff	do	do
Mr. D. A. Fernando	do	do
Mr V Thurasingham	do	do
Mr. J. R. X. Francis	do	do
Mr. R. A. Perera	do.	Estate Accounts Clerk, Land Commissioner's Department
Mr S F Joseph	do	Clerk, Air Transport Branch, Department of Civil Aviation
Mr E. L. V. Perera	Traffic Operator, Colombo Port Commission	Welfare Officer, Grade III., Welfare Service, Ministry of Transport and Works
Mr. V. Satchithanandan	Shroff in Class II. of the Shroffs' Scheme	Shroff, Department of Petrol Control
Mr D. B. Mudannayake	Clerk, E C. C., Gr II	Clerk, Office of the Kandyan Peasantry Commission

General Treasury,
Colombo, March 22, 1949.

T. D. PERERA,
Deputy Secretary to the Treasury.

L D—B 111/46.

THE RURAL COURTS ORDINANCE, No. 12 OF 1945
Order

WHEREAS the area for which the Rural Court of Valikamam North, Valikamam East, Vadamaradchi and Jaffna is deemed to be established under the Rural Courts Ordinance, No 12 of 1945, falls within the local jurisdiction of the District Court of Jaffna and the District Court of Point Pedro, I, Lalitha Abhaya Rajapakse, Minister of Justice, do, in the exercise of the powers conferred on me by the proviso to section 42 of that Ordinance, as modified by the Proclamation published in *Gazette Extraordinary* No 9,773 of September 24, 1947, nominate the District Court of Jaffna as the District Court whereof the Judge or the Judge and each Additional Judge shall have and exercise appellate jurisdiction over the Rural Court of that area

Colombo, 23 March, 1949.

L. A. RAJAPAKSE,
Minister of Justice.

A 2

THE IRRIGATION ORDINANCE, No 32 OF 1946

IT is hereby notified that the Minister for Agriculture and Lands has by virtue of powers vested in him by section 15 (1) (b) of the Irrigation Ordinance, No 32 of 1946 approved the resolution set out in the schedule hereto.

A. G. RANASINHA,
Permanent Secretary to the
Minister for Agriculture and Lands.

Colombo, March 23, 1949

Schedule

This meeting of proprietors within the irrigable area the Welipatanwila tract under the Walawe Ganga Right Bank irrigation work in the Hambantota District, approved of the Scheme relating to the provision of irrigational facilities to that tract prepared under Part V of the Irrigation Ordinance, No. 32 of 1946.

THE IRRIGATION ORDINANCE, No 32 OF 1946

IT is hereby notified that the Minister for Agriculture and Lands has, by virtue of powers vested in him by section 15 (1) (b) of the Irrigation Ordinance, No. 32 of 1946, approved the resolution set out in the Schedule hereto

A. G. RANASINHA,
Permanent Secretary,
Ministry of Agriculture and Lands
Colombo, March 23, 1949

Schedule
Resolution

This meeting of the proprietors within the irrigable area of the Kadukkamunai Inlet Channel Irrigation work under the Manalpuddy Aru Scheme in the Batticaloa District, Eastern Province, approves of the scheme relating to that irrigation work and prepared under Part V of the Irrigation Ordinance, No 32 of 1946

THE IRRIGATION ORDINANCE, No 32 OF 1946

IT is hereby notified that the Minister for Agriculture and Lands has by virtue of the powers vested in him by section 45 (1) of the Irrigation Ordinance, No. 32 of 1946, as modified by the Proclamation published in *Gazette Extraordinary* No 9,773 of September 24, 1947, confirmed the scheme relating to the provision of Irrigation facilities to the Welipatanwala fields under Walawe Right Bank Scheme, in the Hambantota District of the Southern Province, prepared under Part V of the same Ordinance and approved at a meeting duly held on November 11, 1948, by the prescribed majority of the proprietors under the irrigable area of that irrigation work

A. G. RANASINHA,
Permanent Secretary to the
Minister for Agriculture and Lands
Colombo, March 23, 1949.

THE IRRIGATION ORDINANCE, No 32 OF 1946

IT is hereby notified that the Minister for Agriculture and Lands has, by virtue of the powers vested in him by section 45 (1) of the Irrigation Ordinance, No. 32 of 1946, as modified by the Proclamation published in *Gazette Extraordinary* No 9,773 of September 24, 1947, confirmed the scheme relating to Kadukkamunai Inlet Channel Irrigation work under Manalpuddy Aru Scheme in Batticaloa District of the Eastern Province, prepared under Part V of the said Ordinance and approved at a meeting duly held on October 4, 1948, by the prescribed majority of the proprietors under the irrigable area of that irrigation work

A. G. RANASINHA,
Permanent Secretary,
Ministry of Agriculture and Lands
Colombo, March 23, 1949.

L D—B 141/47

THE WAGES BOARDS ORDINANCE, No 27 OF 1941

Order under section 8

BY virtue of the powers vested in me by section 8 of the Wages Boards Ordinance, No 27 of 1941, I, Tuan Brahanudeen Jayah, Minister of Labour and Social Services, do by his Order—

- (a) amend the Schedule to the Order under that section published in *Gazette* No 9,272 of May 19, 1944, by the omission of item 1,
- (b) establish a Wages Board for the coconut growing trade more fully described in the Order relating to that trade published in *Gazette Extraordinary* No 9,961 of March 30, 1949,
- (c) establish a Wages Board for the coconut manufacturing trade more fully described in the Order relating to that trade published in *Gazette Extraordinary* No 9,961 of March 30, 1949, and
- (d) declare that its provisions shall come into force on April 1, 1949.

T. B. JAYAH,
Minister of Labour and Social Services
Colombo, March 30, 1949.

No T 88

THE WAGES BOARDS ORDINANCE

Notification

BY virtue of the powers vested in me by section 20 (2) (d) of the Wages Boards Ordinance, No 27 of 1941, I, Tuan Brahanudeen Jayah, Minister of Labour and Social Services, do hereby appoint the Director of Census and Statistics as the competent authority to ascertain monthly the cost of living index number applicable to the workers employed in the Dock, Harbour and Port Transport Trade

T. B. JAYAH,
Minister of Labour and Social Services
Colombo, March 24, 1949.

THE WAGES BOARDS ORDINANCE

IT is hereby notified under regulation 26 of the Wages Boards Regulations, 1943, that under section 9 of the Wages Boards Ordinance, No. 27 of 1941, the Honourable Minister of Labour and Social Services has been pleased to appoint the following persons to be members of the respective Wages Boards established under that Order and specified hereunder, for a period of 3 years commencing on April 1, 1949

C. J. DANIEL LANKTREE,
Permanent Secretary to the
Ministry of Labour and Social Services
Colombo, March 30, 1949.

*The Coconut Growing Trade**Nominated Members*

Dr K. P. Mukerji
Mr J. C. Wirekoon
Mr D. H. Balfour.

Representatives of the Employers

Gate Mudaliyar A. G. Tillekeratne
Mr Vernon Rajapakse
Mr F. C. W. Van Geysel
Mr R. Singleton Salmon
Mr K. V. M. Subramaniam
Mr A. R. Pandittesekera

Representatives of the Workers

Mr Roland Jayasekera
Mr W. A. V. Jayatilake
Mr C. G. E. Bertram de Silva
Mr Ariyadasa de Silva.
Mr H. G. S. Ratnaweera
Dr C. J. C. de Silva

*The Coconut Manufacturing Trade**Nominated Members*

Dr K. P. Mukerji
Mr J. C. Wirekoon
Mr D. H. Balfour

Representatives of the Employers

Mr V. B. Ernst.
Mr D. R. Wickremaratne
Mr Q. C. Fernando
Mr A. F. J. Mullins
Mr Geo. M. Mackay

Representatives of the Workers

Dr. N. M. Perera
Mr. W. A. V. Jayatilake.
Mr. C. de F. Goonewardane
Mr. Bertram de Silva
Mr H. G. S. Ratnaweera.

L D—CF 26A 2/39

THE DEFENCE (CONTROL OF IMPORTS) REGULATIONS

ORDER made by the Minister of Commerce and Trade under regulation 4 of the Defence (Control of Imports) Regulations, having effect by virtue of the Supplies and Services (Transitional Powers) Act, 1945, of the Imperial Parliament, read with the Supplies and Services (Transitional Powers) Order, 1946, and modified by the Proclamation published in *Gazette Extraordinary* No 9,828 of February 5, 1948

K SOMASUNTHARAM,
Permanent Secretary,
Ministry of Commerce and Trade.
Colombo, 25th March 1949

Order

The order made under regulation 4 of the Defence (Control of Imports) Regulations, and published at page 2 of the *Supplement to Gazette* No 8,855 of January 30, 1942 (as amended by any subsequent Order), is hereby further amended, in the Schedule thereto, by the insertion, immediately after item 158, of the following new item —

“ 158A Straw, grass and rush mats and matting ”

L D—CF. 26A 2/39

THE DEFENCE (CONTROL OF IMPORTS) REGULATIONS

ORDER made by the Minister of Commerce and Trade under regulation 3 of the Defence (Control of Imports) Regulations, having effect by virtue of the Supplies and Services (Transitional Powers) Act, 1945, of the Imperial Parliament, read with the Supplies and Services (Transitional Powers) Order, 1946, and modified by the Proclamation published in *Gazette Extraordinary* No 9,828 of February 5, 1948

K. SOMASUNTHARAM,
Permanent Secretary,
Ministry of Commerce and Trade
Colombo, 25th March 1949

Order

The order made under regulation 3 of the Defence (Control of Imports) Regulations, and published at page 3 of the *Supplement to Gazette* No. 8,776 of August 1, 1941 (as amended by any subsequent Order), is hereby further amended in the Schedule thereto, by the omission of item 46.

THE Honourable the Minister of Commerce and Trade has been pleased, by virtue of the powers vested in him, under section 2 of the Societies Ordinance (Chapter 105), as amended by the Proclamation dated September 18, 1947, published in *Government Gazette (Extraordinary)* No 9,773 of September 24, 1947, to authorise Mr. W. M. Sellayah, Assistant Registrar-General, to discharge, in addition to his own duties, the duties of the Registrar under the said Ordinance from March 4, 1949

K SOMASUNTHARAM,
Permanent Secretary to the
Ministry of Commerce and Trade.
Colombo, March 25, 1949

DEFENCE (CONTROL OF EXPORTS) REGULATIONS

THE Honourable the Minister of Commerce and Trade has been pleased to appoint Mr W D. Jayasinghe, C C S, Office Assistant to the Commissioner for Development of Marketing, to be, in addition to his own duties, Assistant Controller of Exports with effect from April 1, 1949, under Regulation 2 of the Defence (Control of Exports) Regulations made under Emergency Powers (Defence) Act of 1939, as amended by Notification in *Ceylon Government Gazette* No. 9,828 of February 5, 1948

K. SOMASUNTHARAM,
Permanent Secretary to the
Ministry of Commerce and Trade.
Colombo, March 25, 1949.

L D—B 10/46

THE TELECOMMUNICATIONS ORDINANCE,
NO 50 OF 1944

REGULATION made by the Minister of Posts and Telecommunications under section 12 of the Telecommunications Ordinance, No 50 of 1944, (as modified by the Proclamation published in *Gazette Extraordinary* No 9,773 of September 24, 1947), and approved by the Senate and the House of Representatives

R. N BOND,
Permanent Secretary,
Ministry of Posts and Telecommunications.
Colombo, 1st April, 1949

Regulation

The regulations published in the *Supplement to Gazette* No 8,198 of January 24, 1936, and therein called “The Ceylon Telegraph Rules (Inland and Indo-Ceylon)”, as amended by the regulations published in *Gazettes* No 8,796 of September 26, 1941, No. 8,950 of June 19, 1942 and No 9,220 of December 31, 1943, are hereby further amended as follows —

- (1) in regulation 2, in the definition of “Indo-Ceylon Telegrams”, by the substitution, for the words “between Ceylon and India inclusive of Burma”, of the words “between Ceylon and the Dominion of India”,
- (2) in the note to regulation 3, by the omission of the words and figure “section 3 of”,
- (3) in regulation 8, by the omission of the words and figure “section 3 of”,
- (4) in regulation 12—
 - (a) in paragraph (1) thereof—
 - (i) by the substitution, for the words “fee of one rupee shall”, of the words “fee of two rupees shall”, and
 - (ii) by the omission of the words “or Greetings or Condolence telegram”, and
 - (b) in paragraph (2) thereof, by the omission of the words “or Greetings or Condolence telegram”,
- (5) in regulation 68—
 - (a) in paragraph (1) thereof—
 - (i) in sub-paragraph (a), by the substitution, for the figures and word “35 cents”, of the figures and word “60 cents” and
 - (ii) by the omission of sub-paragraph (c); and
 - (b) in paragraph (1) thereof—
 - (i) in sub-paragraph (a), by the substitution, for the figures and word “50 cents”, of the word and figures “Re. 1.20”, and
 - (ii) by the omission of sub-paragraph (c);
- (6) in regulation 81, in paragraph (1) thereof, by the substitution, for the figures and word “15 cents”, of the figures and word “30 cents”,
- (7) in regulation 120—
 - (a) by the substitution, for the figures and word “25 cents”, wherever those figures and that word occur collectively therein, of the figures and word “50 cents”, and
 - (b) by the substitution, for the figures and word “50 cents”, wherever those figures and that word occur collectively therein, of the word and figures “Re. 1.00”.
- (8) in regulation 127, in paragraph (1) thereof—
 - (a) by the substitution, for the figures and word “80 cents”, of the word and figures “Re. 1.50”, and
 - (b) by the substitution, for the figures and word “20 cents”, of the figures and word “30 cents”,

- (9) in regulation 165, in paragraph (1) (k) thereof, by the substitution, for the figures and word "15 cents", of the figures and word "30 cents",
- (10) in regulation 173, by the substitution, for the figures and word "25 cents", of the figures and word "50 cents";
- (11) in regulation 191, by the substitution, for paragraph (2) thereof, of the following new paragraph:—

"(2) Indo-Ceylon telegrams of the ordinary class shall not be accepted on Sundays and on the following days —

Christmas Day, Good Friday, the King's Birthday, Indian Independence Day (August 15th), Gandhiji's Birthday (October 2nd) and the festival days of Janam Ashtmi, Devali (Kalipuja), Id-i-Milad and Id-uz-zuha (Bakr-Id).

On these days, only Express telegrams will be accepted."

- (12) in regulation 194, by the omission of the words "and Burma",
- (13) in regulation 195, in paragraph (2) thereof, by the omission of the words "and Burma" wherever those words occur collectively in that regulation, and
- (14) in regulation 197—

(a) by the substitution, for the figures and word "25 cent", of the figures and word "50 cents", and

(b) by the substitution, for the figures and word "50 cents", of the word and figure "Re 1".

L. D.—B. 10/46.

THE TELECOMMUNICATIONS ORDINANCE, No. 50 OF 1944

RULE made by the Minister of Posts and Telecommunications under section 13 of the Telecommunications Ordinance, No. 50 of 1944, as modified by the Proclamation published in *Gazette Extraordinary* No. 9,773 of September 24, 1947.

R. N. BOND,
Permanent Secretary,
Ministry of Posts and Telecommunications.

Colombo, 1st April, 1949

Rule

The Foreign and Radio Telegraph Rules, 1937, published in *Gazette* No. 8,331 of November 19, 1937, are hereby amended as follows:—

- (1) by the substitution, for rule 7, of the following new rule:—
- "7. *Late Fees.*—A foreign telegram of any class may be handed in during the closed hours of an office in Ceylon on payment of a late fee of two rupees in respect of each such telegram", and
- (2) in rule 264, by the substitution for paragraph (a), of the following:—

	Cents
(a) (i) Private Telegrams to His Britannic Majesty's Ships of War	40
	Via Welisara Radio
	Via Colombo Radio
(ii) Private Telegrams to His Britannic Majesty's Ships of the East Indies Fleet	25
	Via Colombo Radio only

Note.—The address of Telegrams to the East Indies Fleet must contain the name of the addressee, the word "Warship", the name of the ship and the words "East Indies Colombo Radio". The expressions "East Indies" and "Colombo Radio" are charged for as one word each. No departure from this form of address is permissible.

L D—B. 160/38

THE TELECOMMUNICATIONS ORDINANCE, No. 50 OF 1944

REGULATION made by the Minister of Posts and Telecommunications under section 12 of the Telecommunications Ordinance, No. 50 of 1944, (as modified by the Proclamation published in *Gazette Extraordinary* No. 9,773 of September 24, 1947), and approved by the Senate and the House of Representatives.

R. N. BOND,
Permanent Secretary,
Ministry of Posts and Telecommunications
Colombo, 1st April, 1949

Regulation

The regulations published in *Gazette* No. 8413 of November 18, 1938 and therein called the "Inland (Colombo) Telephone Rules, 1938", as amended by the regulation published in *Gazette* No. 9,606 of September 27, 1946, are hereby further amended as follows:—

- (1) in regulation 4, by the substitution, for all the words and figures from "shall pay before such exchange line" to "private circuit" of the following:—

"shall, before such exchange line or private wire circuit is provided, pay in respect of each exchange line or private wire circuit a non-refundable connection charge of Rs. 100 in the case of an application for a telephone connection for business or professional use, and Rs. 50 in the case of an application for a telephone connection for non-business or non-professional use";

- (2) in regulation 7—

(a) in paragraph (1) thereof, by the substitution, for the word and figures "item 20", of the word and figures "item 21",

(b) in paragraph (2) thereof, by the substitution—

(i) for the words and figures "a fresh connection charge of Rs. 20" of the words "the appropriate removal charge", and
(ii) for the words "in lieu of the connection charge", of the words "in lieu of the appropriate removal charge",

(c) in paragraph (3) thereof, by the substitution—

(i) for the words "in addition to a fresh connection charge" of the words "in addition to the appropriate removal charge",

(ii) for the words and figure "in respect of the exchange line, a removal charge of Rs. 5", of the words and figures "in respect of the exchange line, a removal charge of Rs. 10", and

(iii) for the words and figure "he shall pay, in lieu of a fresh connection charge and the removal charge of Rs. 5 in respect of the internal extension," of the words, "he shall pay only",

(d) in paragraph (4) thereof, by the substitution, for the word and figures "Rs. 20", of the word and figures "Rs. 50"; and

(e) in paragraph (5) thereof, by the substitution, for the words "connection charge", of the words "removal charge",

- (3) in regulation 8, in paragraph (1) thereof, by the omission of the words "dictating a phonogram",

(4) in regulation 9, in paragraph (3) thereof, by the substitution, for the words "Telegraph Department", of the words "Telecommunication Department",

(5) in regulation 11, by the substitution, for the word and figures "item 21", of the word and figures "item 23",

(6) in regulation 12, by the substitution, for the words "sufficient proof", of the words "conclusive proof",

(7) in regulation 13, by the substitution, for the words "Telegraph Department", of the words "Telecommunication Department";

(8) in regulation 14, in paragraph (a) thereof, by the substitution, for the words "Telegraph Department", of the words "Telecommunication Department";

(9) in regulation 15, by the insertion, at the end thereof, of the following —

"Postmaster-General" means the officer holding the post of Postmaster-General and Director of Telecommunications for the time being,"

(10) in Schedule A thereto—

(a) in the agreement—

(i) in the first paragraph thereof, by the substitution, for the words "Ceylon Telegraph Ordinance, 1908", of the words "Telecommunications Ordinance, No. 50 of 1944", and

(ii) in the third paragraph thereof, by the substitution, for the words "Postmaster-general of Ceylon" of the words "Postmaster-General and Director of Telecommunications of Ceylon",

(b) in paragraph 22 of the Schedule thereto, by the substitution, for the words "Ceylon Telegraph Ordinance, 1908", of the words "Telecommunications Ordinance, No. 50 of 1944",

(11) in Schedule B thereto—

(a) in paragraph 5 thereof, by the substitution, for the words "Where trunk calls are allowed, the fees on such calls", of the words, "where trunk calls and phonograms are allowed, the fees on such calls and phonograms",

(b) in paragraph 6 thereof—

(i) by the substitution, for the words "outgoing calls", of the words "outgoing calls and phonograms"; and

(ii) by the substitution, for the word "incoming calls", of the words "incoming calls and phonograms",

(c) in paragraph 8 thereof by the substitution, for the words "calls originated", of the words "calls and phonograms originated", and

(12) by the substitution, for Schedule D, of the following new Schedule —

Schedule D

Tariff

(All distances to be measured in a straight line)

Description of Service	Subscription	
	Annual Rs c	Monthly Rs c
Exchange lines (within City limits) —		
1 Exchange line for business or professional use	250 0	22 0
2 Exchange line for non-business or non-professional use	125 0	11 0
Internal extensions not exceeding 110 yards in length connecting two parts of any premises occupied by the same subscriber —		
3 Internal extension not connected with a Private Branch Manual Exchange	30 0	2 50
4 Internal extension connected with a Private Branch Exchange	30 0	2 50
5 Internal extension connected with a Private Branch, Automatic Exchange providing internal automatic intercommunication facilities with a minimum of 18 extensions	45 0	3 75
6 Internal extensions connected with a Private Branch Automatic Exchange providing both internal automatic intercommunication facilities and direct dialling facilities to the main exchange with a minimum of 18 extensions	48 0	4 0
7 Each additional 110 yards or fraction of 110 yards up to 440 yards for an internal extension	15 0	—
External Extensions —		
8 External extensions not exceeding one mile in length from business or non-business exchange line telephone	300 0	25 0
9 Each additional $\frac{1}{2}$ mile or fraction of $\frac{1}{2}$ mile over one mile	50 0	—
Private Wires (including circuits from one exchange area to another)		
10 Private wire connection (with a telephone at each end) but not connected with an exchange and not exceeding $\frac{1}{2}$ mile in length	300 0	25 0
11 Each additional $\frac{1}{2}$ mile or fraction of $\frac{1}{2}$ mile over half mile	50 0	—
Private Branch Exchanges —		
12 (a) $\frac{1+3}{4}$ Line (Manual) Switchboard	50 0	4 25
(b) $\frac{2+4}{6}$ Line (Manual) Switchboard	75 0	6 50
(c) $\frac{3+9}{12}$ Line (Manual) Switchboard	150 0	13 0
(d) $\frac{3+9}{12}$ Line (Automatic) Switchboard	275 0	19 25
(e) $\frac{5+20}{25}$ Line (Manual) Switchboard	300 0	26 0
(f) $\frac{5+20}{25}$ Line (Automatic) Switchboard	450 0	38 50
(g) $\frac{10+50}{60}$ Line (Manual) Switchboard	500 0	43 0
(h) $\frac{10+50}{60}$ Line (Automatic) Switchboard	750 0	64 0
(i) $\frac{10+90}{100}$ Line (Automatic) Switchboard	1,000 0	85 0
13 Power ringing lead for Private Branch Exchange having less than 5 exchange lines—		
(a) not exceeding $\frac{1}{2}$ mile in length	40 0	3 35
(b) each additional $\frac{1}{2}$ mile or part thereof in excess of the initial $\frac{1}{2}$ mile	15 0	—
(Private Branch Exchanges having 5 or more exchange lines are provided with power ringing leads free)		
Miscellaneous Services		
14 Temporary connection	Special Terms	
15 Additional Service Instrument	6 0	0 50
16 Ordinary extension bell within 40 yards	10 0	1 0
Each additional 40 yards or fraction of 40 yards	5 0	—
17 Loud ringing extension bell	Special Terms	
18 (a) Plug and socket arrangement at two points within 110 yards and without additional telephone	30 0	2 50
(b) Each extra plug point within 110 yards and without an additional telephone	20 0	1 70
(c) Each additional 110 yards or fraction of 110 yards in excess of the initial 110 yards of a plug and socket arrangement	15 0	—
(d) Additional telephone (black)	15 0	—
19. Coloured telephone	Rs c	20 0
20. Locking device for telephone—		
(i) Departmental Device	10 0	
(ii) Claessen's Device	6 0	
Removal Charges:—		
21. Removal of a telephone or plug and socket arrangement—		
(i) From one position to another in the same room	10 0	
(ii) from one position to another in the same building	20 0	
(iii) from one building to another within the same curtilage	30 0	
(iv) from one address to another	50 0	
Miscellaneous Charges:—		
22 Attention to faults on a telephone outside the normal working hours	50 0	—
23 Restoration charge (inward and/or outward service)	5 0	
24 Change of telephone instrument	7 0	
25 Change of name in Telephone Directory	5 0	
26. Approved additional name in the Telephone Directory (each issue)—		
(i) Under Alphabetical list	15 0	
(ii) Under Classified section	10 0	
27. Entry in heavy type in the Telephone Directory (each issue)	7 50	

L D—B 14/38.

THE TELECOMMUNICATIONS ORDINANCE, No 50 OF 1944

REGULATIONS made by the Minister of Posts and Telecommunications under section 12 of the Telecommunications Ordinance, No 50 of 1944, (as modified by the Proclamation published in *Gazette Extraordinary* No 9,773 of September 24, 1947), and approved by the Senate and the House of Representatives

R. N BOND,
Permanent Secretary,
Ministry of Posts and Telecommunications
Colombo, 1st April, 1949

Regulations

1. These regulations may be cited as the Inland (Provinces) Telephone Regulations, 1948, and shall be applicable to telephone connections outside the Colombo Exchange area

Application for Telephone Service

2 (1) Every application for a telephone connection from any Provincial Exchange and every application for a supplemental service shall be made to the Postmaster-General

(2) The Postmaster-General may in his discretion refuse any application referred to in paragraph (1) without assigning any reason for such refusal

(3) The Postmaster-General shall decide, before accepting any application, whether the subscription payable for the proposed connection shall be at business or professional rates or at non-business or non-professional rates, and whether such subscription shall be payable by the applicant annually or quarterly, and such decision shall be final

(4) No connection from any exchange shall be given until an agreement is entered into by the applicant with the Postmaster-General substantially in such one of the forms set out in Schedule A or Schedule B hereto, as is appropriate to the case of the applicant

3 Where a telephone connection is required for a period of less than one year, the Postmaster-General may insert in the agreement referred to in paragraph (4) of regulation 2 such other terms and conditions as he may in his discretion determine in the circumstances of each case

Installation Charges and Deposits

4 Every applicant for an exchange line, or a private wire circuit not connected with the exchange, shall pay, before such exchange line or private wire is provided, a non-refundable connection charge of Rs 30 in respect of each exchange line or private wire circuit. No connection charge shall be charged on internal or external extensions connected with an exchange line or lines. Provided, however, that where an applicant takes over an existing telephone installation or private wire circuit without any alteration thereto, the applicant shall pay in advance, in lieu of the connection charge, a transfer fee of Rs 5 in respect of each exchange line of the telephone installation or in respect of the private wire circuit so taken over. Provided further that where any alteration is effected to such telephone installation or private wire circuit before it is taken over, the applicant shall pay, in addition to the transfer fee, either the appropriate removal charge for, or the certified cost of, such alteration, as the Postmaster-General may in his discretion determine

5 In addition to the connection charge, or the transfer fee and the removal charge or the certified cost referred to in regulation 4, every applicant shall pay in advance a year's or quarter year's subscription as provided for in the agreement entered into by him with the Postmaster-General in respect of the telephone installation. Notwithstanding any agreement whereby the subscription is payable in quarterly instalments the Postmaster-General may, in his discretion, demand a year's subscription in advance in respect of any internal or external extension or any other additional apparatus of the telephone installation

Tariff Charges

6 (1) The annual or quarterly subscriptions for telephone connections and the other charges for telephone apparatus shall be at the rates set out in Schedule C hereto: Provided, however, where the capital cost of

connection is heavy, the Postmaster-General may in his discretion charge a special rental based on such capital expenditure

(2) The annual subscription shall be payable in advance on the anniversary of the certified date of provision of the initial exchange line or lines, and the quarterly subscription shall be payable in advance on the first day of each quarter, that is to say, January 1, April 1, July 1 and October 1 in each year. Provided, however, that notwithstanding any agreement providing for the payment of the subscription quarterly, the Postmaster-General may, in his discretion, require the payment of the subscription for any additional apparatus or other service to be made annually on the first day of each quarter together with the quarterly subscription due on the telephone installation

(3) Quarterly payment of rental shall be subject to a surcharge of Rs 5 per quarter in the case of annual rentals of Rs 150 and upwards, and Rs 2.50 per quarter for annual rentals below Rs 150

Removal Charges

7 (1) The charges for the removal of telephones shall be at the rates set out in item 18 in Schedule C hereto

(2) Where an exchange line telephone is removed from one address to another, the subscriber shall pay the appropriate removal charge for the installation of the telephone at the new address. Provided, however, that where there is a telephone at the new address and the subscriber takes such telephone over, he shall pay, in lieu of the appropriate removal charge, the transfer fee and the other charges (if any) specified in regulation 4

(3) Where an exchange line together with an internal extension is removed from one address to another, the subscriber shall pay in addition to the removal charge in respect of the exchange line, a removal charge of Rs 15 in respect of the internal extension. Provided, however, that where the subscriber takes over an existing exchange line telephone at the new address together with an internal extension he shall pay only the transfer fee of Rs 5 in respect of the exchange line and the other charges (if any) specified in regulation 4

(4) Where an external extension telephone or a telephone connected with a private wire circuit is removed from one address to another, the charge in respect of the removal shall be Rs. 50

(5) Where a private branch exchange with its extensions and additional apparatus (if any) is removed from one address to another, the charge payable shall be the appropriate removal charge in respect of each exchange line of the private branch exchange or the certified cost of the removal, whichever is greater. Provided, however, that where the subscriber takes over an existing private branch exchange at the new address, he shall pay the transfer fee in respect of each exchange line and the certified cost of any alterations to the installations

(6) Where the foregoing charges do not apply to any removal of or alteration to a telephone installation, the subscriber shall pay the certified cost of such removal or alteration

(7) A subscriber desiring the removal of his telephone or telephones shall give 21 days' notice of such removal to the Postmaster-General: Provided that where heavy construction work is involved in such removal, the subscriber shall give not less than a month's notice of such removal

(8) Where the service of a telephone installation is interrupted wholly or partly for any period, the subscriber shall not be entitled to a waiver of the subscription due for such period. Provided that if the period of interruption of the service is over one month, the Postmaster-General may, in his discretion, agree to a waiver of the subscription due for such period

Entries in the Telephone Directory

8 (1) A subscriber's name will be inserted in the first Telephone Directory published after the date of connection with the exchange and in subsequent issues until the cessation of the connection. One entry not exceeding one line shall be inserted free of charge in respect of the exchange line or group of exchange lines rented by a subscriber at the same address and such entry shall comprise the name of the subscriber, the address, and the telephone number or numbers

(2) The Postmaster-General may alter the telephone number or numbers of any subscriber when the alteration is rendered necessary by the exigencies of the service and the subscriber shall not be entitled to claim damages for any loss or inconvenience arising out of the alteration.

(3) The Postmaster-General may curtail any entry in the Telephone Directory and a subscriber shall have no claim against the Postmaster-General or any other officer of the Post and Telecommunication Department in respect of any omission of or error in any entry published in the Telephone Directory.

(4) The Postmaster-General may decline, without giving any reason therefor, to insert any additional names or to print any entry in heavy type in the Telephone Directory.

Miscellaneous

9. Where the subscription, trunk fees or any other charges become due and remain unpaid, the Postmaster-General, or any Telecommunication Officer acting on his behalf, may withdraw the inward or the outward service or both the inward and the outward services of the exchange line or lines until such subscription, trunk fees or other charges, as the case may be, are paid, and the subscriber shall not be entitled to a restoration of the service withdrawn until he pays, in addition to the subscription, trunk fees or other charges due, the restoration charges specified in item 23 in Schedule C hereto.

10. In any proceedings by or against the Postmaster-General in relation to any sum payable under these regulations or under the telephone agreement referred to in regulation 2 (4), the production of an account of such sum certified by an officer authorised in that behalf by the Postmaster-General shall be conclusive proof that the sum specified therein has been incurred.

11. The Postmaster-General shall not be liable for any loss or damage which may be incurred or sustained by reason of any failure in communication over the telephone installation, whether or not such loss or damage arises through the act or default of any officer of the Post and Telecommunication Department.

12. No telephone shall be used—

- (a) for the transmission of any message or communication which is grossly offensive or of an indecent, obscene or menacing character, whether addressed to any officer of the Post and Telecommunication Department or any other person, or
- (b) for the persistent making of telephone calls without reasonable cause and for the purpose of causing annoyance, inconvenience or needless anxiety to any other person.

The Postmaster-General or any Telecommunication Officer acting on his own behalf may interrupt any conversation and refuse to give the means of telephone conversation to any person offending against this regulation, and may further suspend without notice the telephone service of any subscriber whose telephone is so used unless and until such assurance is received from the subscriber as the Postmaster-General or the Telecommunication Officer acting on his behalf may deem sufficient, that the offence will not be repeated: Provided that no action taken under this regulation shall prejudice any other right of the Postmaster-General.

Interpretation

13. In these regulations unless the context otherwise requires—

- “agreement” means the agreement entered into by a subscriber with the Postmaster-General.
- “certified” means certified by the Postmaster-General or by the Superintendent or Assistant Superintendent of Telecommunication Traffic.
- “Colombo Exchange Area” means the area within the administrative limits of the Colombo Municipal Council;
- “exchange” means any building or apparatus telegraphically connected or intended to be connected with two or more subscribers’ premises by telegraphic lines and used or intended to be used for the purpose of enabling telephone messages to be transmitted direct between the said premises

by means of or with the aid of the said lines and by appliances placed in or forming part of the exchange;

“exchange line” means a telegraph line and apparatus connecting an exchange with any subscriber’s premises;

“external extension” means an extension from an exchange line instrument or private branch exchange in any building connecting—

- (a) a point in another building which is in the occupation of the same subscriber, the distance between the exchange line instrument or the private branch exchange, as the case may be, and the point to be connected being more than 440 yards but not more than 2 miles measured in a straight line, or
- (b) another point in the same building and in the occupation of the same subscriber, the distance between the exchange line instrument or the private branch exchange, as the case may be, and the point to be connected being more than 440 yards measured in a straight line.

“internal extension” means an extension from an exchange line instrument or private branch exchange in any building connecting another point in the same building within the same curtilage, the building in which such exchange line instrument or branch exchange is situated and the building in which the other point is to be connected is situated being in the occupation of the same subscriber, and the distance between the exchange line instrument or the private branch exchange, as the case may be, and the other point to be connected being not more than 440 yards measured in a straight line.

“Postmaster-General” means the officer holding the post of Postmaster-General and Director of Telecommunications for the time being.

“private branch exchange” means a telephone switchboard, with two or more internal or external or both internal and external extensions, which is installed and maintained by the Postmaster-General for the exclusive use of a subscriber in rent-free premises provided by that subscriber and is connected by exchange line or lines to the Government exchange in the area.

“Provincial Exchange” means any Exchange outside the Colombo Exchange area;

“subscriber” means any person who has entered into an agreement with the Postmaster-General for the purpose of enabling such person to communicate with other persons by means of telegraphic lines.

“subscriber’s premises” means any building or part of a building and the curtilage which are in the occupation of a subscriber and in which the subscriber’s line or any part thereof is installed;

“subscription” means the subscription or rental agreed to be paid by a subscriber;

“supplemental service” means any telephone connection in addition to an existing telephone connection;

“telephone” includes any telegraphic transmitting or receiving instrument used or intended to be used for the purpose of transmitting or receiving spoken messages or communications by means of electricity;

“trunk fee” means a fee charged in respect of a trunk call, that is to say, a call made by a subscriber served by one exchange to a subscriber served by another exchange.

Transitional Provisions

14. All telephone agreements which have been entered into between the Postmaster-General on the one part and subscribers to telephone connections from the exchanges outside the Colombo Exchange area on the other part, on or before the date on which these regulations come into operation, under the rules hereby repealed shall continue

to be in force and be deemed to be valid until such agreements are determined by the Postmaster-General by giving adequate previous notice in writing. The Postmaster-General shall also be entitled, notwithstanding the determination of such agreements, to recover any arrears of such subscriptions or charges for calls or other services rendered as are due under the terms of any such agreement

Rescission

15 The rules made under the Telegraph Ordinance and published in *Gazette* No 9,181 of October 15, 1943, are hereby rescinded

Schedule A

Registered No _____

*Ceylon Post Office Telephones
Provincial Exchanges*

A N No _____ Telephone No _____

The undersigned, _____ (hereinafter called the "Subscriber"), agrees to hire from _____ Postmaster-General of Ceylon (hereinafter called the Postmaster-General), acting herein for and on behalf of the Government of Ceylon, a telephone line and instruments (hereinafter referred to as "the telephone line") for the purpose of the telephone service described hereunder upon and subject to (a) the provisions and conditions herein and in the Schedule hereto contained, and (b) the regulations relating to telephones made from time to time under the Telecommunication Ordinance, No 50 of 1944. The Subscriber undertakes to pay to the Postmaster-General in advance the annual/quarterly subscription specified below, and on demand, all trunk fees and charges incurred on account of trunk lines, or any other additional facilities and services rendered, subject, however, in the case of quarterly payments to an additional charge of Rs 5/Rs 2 50 with each such quarterly payment of subscription

This agreement shall be for a term of _____ year and shall continue thereafter unless and until determined at the end of the said term or at any time thereafter, by either party giving to the other three calendar months' previous notice in writing or by payment by the subscriber to the Postmaster-General of three months' subscription (calculated at the annual rate) in lieu of notice

"The Postmaster-General" includes the officer holding the office of Postmaster-General and Director of Telecommunications of Ceylon for the time being

"Subscriber" includes his heirs, the executors of his last will or the administrator of his estate

Description of Telephone Installation above referred to

Particulars	Annual Subscription		Quarterly Subscription	
	Rs	c	Rs	c
Exchange lines from _____				
Exchange to _____ required for business or professional*/non-business or non-professional* purposes				
Switchboard and*/ _____ Internal Extensions				
One External Extension to _____				
One External Extension to _____				
Extra apparatus { _____				

Total				

* Delete words unnecessary

Subscriber's signature _____

Address: _____

Business or occupation _____

Age: _____

This _____ day of _____, 19____

Accepted on behalf of the Postmaster-General _____

*Assistant Superintendent of
Telecommunication Traffic*

This _____ day of _____, 19____

Schedule

1 The Postmaster-General shall erect the telephone line and (subject to the provisions of this agreement) maintain it in good working order

2 (1) Subject as aforesaid, in the event of the telephone line not being in good working order, the Postmaster-General shall repair and restore it at his own expense and with all possible despatch but the Postmaster-General shall not be held responsible or liable to the Subscriber in damages or otherwise howsoever for any delay in the repair, or for any loss or damage occasioned by the total or partial interruption of communication by means of the telephone line.

(2) In the event of the destruction or damage by fire or other accident of any part of the telephone line which is situated on the Subscriber's land or premises, the Subscriber shall pay to the Postmaster-General the value of any instrument or other part of the telephone line destroyed or damaged

3. (1*) The Postmaster-General reserves to himself the right, without expense to the Subscriber, to disconnect any exchange line from the exchange with which it is connected, and to re-connect it with any other exchange which he may establish in the area

(2) If the Subscriber desires at any time any alteration in the telephone line or the removal of the telephone line to any other premises, and the Postmaster-General is of opinion that such alteration or removal may be effected without prejudice to the interests of the Post Office under this agreement, such alteration or removal shall be effected by the Postmaster-General at the Subscriber's expense, and the provisions of this agreement shall apply to the telephone line as thus altered. Such alteration or removal shall not in any way prejudice the Postmaster-General's right to recover rent from the subscriber under the provisions of this agreement in respect of the period during which the telephone line is totally or partially interrupted in consequence thereof

4. (1) So far as the telephone line and the fixtures and accessories connected therewith are situated on the Subscriber's land or premises, he shall take good care of them and shall not damage, alter, or remove any of them, or allow any of them to be damaged, altered, or removed, or without the consent of the Postmaster-General in writing make or allow the making of any attachments to any of them, or place or allow the placing of any other telegraphic line or apparatus in electrical connection therewith, and shall not obliterate or allow the obliteration of any marks, words, or numbers which may be written, painted, stamped, or impressed on any apparatus forming part of the telephone line. In the event of any breach of this condition the Subscriber shall (without prejudice to the other provisions of this agreement) make good to the Postmaster-General all expenses and damages to which he may be put by reason of such breach.

(2*) Telephones connected with exchanges are to be used on the business of the Subscribers, or that of their employees, family, or guests only.

(3) The Subscriber further undertakes to indemnify the Postmaster-General against any claim on account of damage or injury caused to the Subscriber's premises by any high potential current not emanating from premises of the Postmaster-General which may be conveyed to the Subscriber's premises by means of the telephone line. The Postmaster-General shall, however, take all reasonable precautions to prevent damage or injury from this cause

5. (1*) In the interests of the general efficiency of the telephone service the Postmaster-General reserves to himself the right to terminate any conversation after the expiration of six minutes from the time of its commencement

(2) The Postmaster-General may, either with or without previous notice, disconnect any subscriber who allows the telephone instruments in his custody or control to be put to any illegal, immoral or improper use, and may remove or cause to be removed, any instruments allotted to the use of such Subscriber

(3) If it is proved to the satisfaction of the Postmaster-General that a telephone rented for non-business purposes is used for professional or business purposes, the Postmaster-General may demand payment of the difference between non-business and business rate per annum for such telephone, and may disconnect the Subscriber on failure to pay the amount within ten days after the demand, and may remove, or cause to be removed the instrument allotted to the use of such Subscriber. The Postmaster-General's decision as to what constitutes use for business or professional purposes within the meaning of this paragraph shall be final.

(4) No person shall have any claim for damages or otherwise whatsoever in consequence of the removal of any instruments or of the disconnection of any Subscriber as aforesaid

6 If the payment of the annual or quarterly subscription or any of the additional fees, charges, expenses, or damages payable by the subscriber to the Postmaster-General under this agreement is in arrear for one month after it has become due, or if the subscriber is adjudicated an insolvent or makes any composition or arrangement with or assignment for the benefit of his creditors, or if distress or execution is levied on the subscriber's premises, or, in the case of a company, if it is wound up, or if a receiver of its assets is appointed, or if the subscriber fails to observe and perform any of the clauses or conditions of this agreement, the Postmaster-General may (without any prejudice to any other right or remedy of the Postmaster-General under this agreement and notwithstanding the waiver of any previous breach), determine this agreement at any time thereafter by notice in writing to that effect. A determination of this agreement shall not affect the carrying into effect of this condition and condition No 11 or the right of the Postmaster-General to recover the said arrears (if any). The Postmaster-General shall also be entitled to recover from the subscriber forthwith, as liquidated damages and not as penalty (in addition to any arrears of subscription or other sums due to the Postmaster-General), a sum equal to one fourth of the subscription (calculated at the annual rate if paid annually) or the balance of the subscriptions to the end of the initial term of years, whichever may be the greater. In the event of the death of the subscriber the Postmaster-General shall be entitled to serve the aforesaid notice on the executor of the last will of the subscriber or on the administrator of the estate of the subscriber or on the occupier of the premises in which the telephone is installed

7. The Postmaster-General may cause the subscriber to be disconnected without notice and without prejudice to the other clauses and conditions of this agreement, if the subscriptions, or any of the additional fees and charges payable by the subscriber

under this agreement is due and not paid. Restoration of service after suspension or disconnection under the terms of this condition shall be on payment to the Postmaster-General of a special fee of Rs 5 in addition to the subscription or the additional fees or charges due. If the subscriber is disconnected as aforesaid the Postmaster-General may also decline to allow the subscriber to originate any telephonic communication with another person on the same or another exchange or to undertake any work on behalf of the subscriber involving an additional charge unless and until all sums due from the subscriber are prepaid or a deposit covering them is placed with the Postmaster-General.

8. The Subscriber shall answer questions addressed to him by the Postmaster-General with regard to the use of the telephone supplied to him. In the case of refusal the Postmaster-General may terminate the agreement, and shall not be liable to refund any part of the subscription.

9. If the Postmaster-General is at any time unable or for any reason unwilling to obtain or maintain any licences, way-leaves, or permission for any telegraphic work, or any easements necessary for the construction or maintenance of the telephone line, the Postmaster-General may by notice in writing determine this agreement as from the time of the leaving of such notice at the Subscriber's premises, and the subscriber shall be entitled to no payment or compensation except a return of such portion of the current year's or quarter's subscription calculated at the annual rate as is proportionate to the unexpired part of the period paid for, and the balance of any deposits standing in the Postmaster-General's books to the credit of the Subscriber.

10. The Subscriber shall grant to the Postmaster-General free of charge every facility in his power for the erection of poles and wires and the examination and maintenance of the telephone line, and shall permit the Postmaster-General and his servants at all reasonable times to have free access to the particular premises in this agreement referred to, and to all other premises under the subscriber's control for all or any of the purposes aforesaid. If the Postmaster-General, after written application under his hand or the hand of the Superintendent of Telecommunication Traffic left at the subscriber's premises, is unable to obtain any such facility as aforesaid, the Postmaster-General shall have the right, without further notice and without prejudice to the other clauses and conditions of this agreement, in his option either to determine this agreement or to disconnect the Subscriber until such facility as aforesaid is afforded.

11. (1) This agreement shall commence from the date of acceptance and the term and subscription shall begin to run from date of completion of the connection, and a certificate of the date of such completion under the hand of the Superintendent of Telecommunication Traffic shall be sufficient and conclusive proof of such date.

(2) The first payment shall be made in advance for one year from the date of completion, and further payment shall thereafter be made annually in advance for a period of one year from the anniversary of such date. Provided, however, that if payment is to be made quarterly the subscriber shall pay on the certified day of completion of the line proportionate subscription from that date to the date on which the first quarterly subscription becomes due together with a full quarter's rent and the surcharge. Quarterly subscription shall be due thereafter in advance on January 1, April 1, July 1 and October 1, in each year.

12. In the event of this agreement having to terminate by the payment of 3 months' subscription in lieu of notice as hereinbefore provided and if the 3 months' subscription is not made by a separate payment the Postmaster-General shall appropriate a like amount for the use of the Post Office out of any sum that shall be paid as subscription in advance, and in case the subscription is paid annually in advance he shall remit to the subscriber whatever balance is due, less 3 months' subscription: Provided, however, that it shall not affect the right of the Postmaster-General to claim from the subscriber any sum, or any balance due when the amount in the hands of the Postmaster-General does not amount to 3 months' subscription.

13. On the determination of this agreement by any means the subscriber shall surrender to the Postmaster-General the telephone line with all fixtures and accessories in as good condition as when received, ordinary wear only accepted, and the Postmaster-General shall remove the telephone line within three calendar months from the termination of this agreement, and for that purpose shall have access at all reasonable times by his officers and workmen to the premises of the subscriber and to all other places under the control of the subscriber, on, through or over which the telephone line is carried, and the subscriber shall (except as hereinbefore provided) be entitled to a return of the balance of any deposit paid, but shall have no claim for any compensation or damages.

14. All supplementary agreements relating to additional apparatus or extension shall be for a term of not less than one year, and on completion of that year shall terminate on the same date as the principal agreement.

15. Payments for the first instalment of subscription due for additional apparatus or extension lines shall become due and be payable in advance on the date of connection, and shall be an apportioned sum for the period from that day up to the day on which the next payment is due under the principal agreement.

16. The subscriber is liable to pay to the Postmaster-General all fees and charges which are levied by the Postmaster-General in respect of calls originated from the Telephone Installation and in respect of facilities and services rendered at the request of persons using the Telephone Installation. All such rates or other fees and charges payable on demand to the Postmaster-General by the subscriber according to this agreement shall be paid in full to the Postmaster-General within the period specified in the account rendered to the subscriber and the subscriber shall deposit and keep deposited with the Postmaster-General such sums of money not being at any time less than Rs. 10 for each exchange line as the Postmaster-General may from time to time require as security for such rates or other fees and charges. If the subscriber fails

to pay any account or to deposit any sum required by the Postmaster-General as security or to increase the amount deposited when called upon to do so within the period specified in the notice or certified account given or rendered to him the Postmaster-General may without prejudice to the conditions contained in clauses 6 and 7 decline to allow him to originate any telephonic communication with another person on the same or another exchange or to undertake any work on behalf of the subscriber involving an additional charge until the amount due as aforesaid by the subscriber is paid, nor shall the subscriber be entitled to claim that the amount due from him in respect of such rates or other fees and charges shall be deducted from the sum held by the Postmaster-General as security deposit, but each and every such account shall be paid in full upon demand irrespective of the said deposit. Any account of such rates or other fees and charges payable by the subscriber shall when certified be conclusive evidence of the amount thereof.

* Not applicable to private lines.

Schedule B

Registered No. _____

Telephone No. _____

A N No _____

SUPPLEMENTAL AGREEMENT

Ceylon Post Office Telephones

Provincial Exchanges

The undersigned, _____ referred to as the subscriber in the agreement (hereinafter referred to as the Principal Agreement) dated the _____ day of _____, 19____, and the _____ day of _____, 19____, between _____ of the one part and _____ the Postmaster-General, Ceylon, and his successors in office (hereinafter called "the Postmaster-General") of the other part agrees to hire the under-mentioned additional telephone line(s)/extension(s) and/or apparatus at the annual/quarterly subscription or subscriptions, specified below, which subscription or subscriptions shall commence on the date of installation thereof.

The said _____ undertakes to pay in advance to the Postmaster-General the connection charge or charges (if any) and the said subscription or subscriptions on the days and in the manner in the said Principal Agreement provided for the payment of all subscriptions and charges in respect of the Telephone Installation.

The said _____ agrees that this agreement shall form part of and be supplemental to the said Principal Agreement and that all the general conditions therein contained relating to the payment of subscription and liabilities on failure of payment thereof shall apply hereto, and further agrees that the Principal Agreement shall as from the date of installation of the additional telephone line(s)/extension(s) and/or apparatus be read as if particulars of the said additional line(s)/extension(s) and/or apparatus were included in the particulars in that Agreement and as if the subscriptions and charges payable thereunder were increased by the amount of the subscription or subscriptions specified below. If this Agreement is determined before the expiration of one year from the date of the installation of the additional line(s)/extension(s) and/or apparatus, the said _____ undertakes to pay on demand to the Postmaster-General in addition to any other sum due thereunder such sums as shall make the total payment of subscription in respect of the additional line(s)/extension(s) and/or apparatus equal to one year's subscription thereof.

Particulars of Additional Telephone Line(s)/Extension(s), and/or Apparatus

Description	From	To	Annual/Quarterly Subscription	
			Rs.	c.

Subscriber's signature: _____

Address: _____

Business or occupation: _____

Age: _____

This _____ day of _____, 19____.

Accepted on behalf of the Postmaster-General, _____,

Assistant Superintendent of
Telecommunication Traffic.

This _____ day of _____, 19____.

Schedule C

Tariff

All distances to be measured in a straight line)

Description of Service	Subscription Annual	
	Rs.	c.
<i>Exchange Lines</i>		
1. Exchange line for business or professional use within one mile	180	0
each additional $\frac{1}{2}$ mile or fraction of a $\frac{1}{2}$ mile up to 2 miles	25	0
each additional $\frac{1}{2}$ mile or fraction of a $\frac{1}{2}$ mile beyond 2 miles	50	0
2. Exchange line for non-business or non-professional use—		
within one mile	140	0

Description of Service	Subscription Annual Rs. c.	Description of Service	Subscription Annual	
			Rs. c.	Rs. c.
each additional $\frac{1}{4}$ mile or fraction of a $\frac{1}{4}$ mile up to 2 miles	20 0	16 Coloured telephone	20	0
each additional $\frac{1}{4}$ mile or fraction of a $\frac{1}{4}$ mile beyond 2 miles	25 0	17. Locking device for dial telephone— (i) Departmental Device (ii) Claessen's Device	10	0 6 0
<i>Internal Extensions not exceeding 110 yards in length connecting two parts of any premises occupied by the same subscriber.</i>				
3. Internal extension not connected with a Private Branch Exchange	30 0	18. Removal Charges Removal of a telephone or plug and socket arrangement— (i) From one position to another in the same room	15	0
4. Internal extension connected with a Private Branch Manual Exchange	30 0	(ii) From one position to another in the same building	30	0
5. Internal extension connected with a Private Branch Automatic Exchange providing internal automatic intercommunication facilities with a minimum of 18 extensions	45 0	(iii) From one position to another within the same curtilage	40	0
6. Internal extension connected with a Private Branch Automatic Exchange providing both internal automatic intercommunication facilities and direct dialling facilities to the main exchange with a minimum of 18 extensions	48 0	(iv) From one address to another	50	0
7. Each additional 110 yards or fraction of 110 yards up to 440 yards for an internal extension	15 0	<i>Miscellaneous Charges</i>		
<i>External Extensions</i>				
8. External extension not exceeding one mile in length— (a) (i) to business premises (ii) each additional $\frac{1}{4}$ mile or fraction of $\frac{1}{4}$ mile up to 2 miles (b) (i) to non-business premises (ii) each additional $\frac{1}{4}$ mile or fraction of $\frac{1}{4}$ mile up to 2 miles	150 0 25 0 100 0 15 0	19 Transfer of calls from one number to another— during all hours daily during specified hours daily or at week ends		*24 0 *60 0
<i>Private Wires</i>				
9. (i) Private wire connection line with a telephone at each end but not connected with an exchange and not exceeding 2 miles in length (ii) Each additional $\frac{1}{4}$ mile or fraction of $\frac{1}{4}$ mile over 2 miles	150 0 25 0	20 Temporary disconnections of service during specified hours daily or at week ends		*60 0
10. Private Branch Exchange.— (a) 1 + 3 Line (Manual) Switchboard 4 (b) 2 + 4 Line (Manual) Switchboard 6 (c) 3 + 9 Line (Manual) Switchboard 12 (d) 3 + 9 Line (Automatic) Switchboard 12 (e) 5 + 20 Line (Manual) Switchboard 25 (f) 5 + 20 Line (Automatic) Switchboard 25 (g) 10 + 50 Line (Manual) Switchboard 60 (h) 10 + 50 Line (Automatic) Switchboard 60 (i) 10 + 90 Line (Automatic) Switchboard 100	50 0 75 0 150 0 225 0 300 0 450 0 500 0 750 0 1,000 0	21. Attention to faults on a telephone outside the normal working hours 22. Routine testing of a subscriber's telephone line daily 23. Restoration charge (inward and/or outward service) 24. Change of telephone instrument 25. Change of name in the Telephone Directory 26. Approved additional name in the Telephone Directory (each issue) 27. Entry in heavy type in the Telephone Directory (each issue)	Rs. c. 5 0 7 0 5 0 15 0 7 50	50 0 25 0
* At the option of the subscriber, the annual fee may be dispensed with, and a monthly fee of 1/12th of the annual fee charged				
<i>Miscellaneous Services</i>				
11. Temporary connection	Special Terms			
12. Additional Service Instrument	6 0			
13. (i) Ordinary extension bell within 40 yards (ii) Each additional 40 yards or fraction of 40 yards	10 0 5 0			
14. Loud ringing extension bell	Special Terms			
15. (a) Plug and socket arrangement at two points within 110 yards and without additional telephone (b) Each extra plug point within 110 yards and without an additional telephone (c) Each additional 110 yards or fraction of 110 yards in excess of the initial 110 yards of a plug and socket arrangement (d) Additional telephone (black)	30 0 20 0 15 0 15 0			

L. D.—B. 14/38.

THE TELECOMMUNICATIONS ORDINANCE,
No. 50 OF 1944

REGULATION made by the Minister of Posts and Telecommunications, under section 12 of the Telecommunications Ordinance, No. 50 of 1944, (as modified by the Proclamation published in *Gazette Extraordinary* No. 9,773 of September 24, 1947), and approved by the Senate and the House of Representatives.

R. N. BOND,
Permanent Secretary,
Ministry of Posts and Telecommunications.
Colombo, 1st April, 1949.

Regulation

The regulations published in *Gazette* No. 8,360 of March 25, 1938, and therein called the "Inland Telephone Rules", as amended from time to time, are hereby further amended as follows:—

- (1) in regulation 2, in paragraph (4) thereof, by the substitution, for the words "Telegraph Officer", of the words "Telecommunication Officer";
- (2) in regulation 3, in paragraph (1) thereof, by the substitution, for all the items therein, of the following new items:—

	Rs. c.
"When such distance does not exceed 5 miles ..	0 20
When such distance— exceeds 5 miles but does not exceed 7 $\frac{1}{2}$ miles	0 30

	Rs. c.
exceeds 7½ miles but does not exceed 10 miles	0 40
exceeds 10 miles but does not exceed 15 miles	0 50
exceeds 15 miles but does not exceed 20 miles	0 70
exceeds 20 miles but does not exceed 30 miles	0 80
exceeds 30 miles but does not exceed 40 miles	1 0
exceeds 40 miles but does not exceed 50 miles	1 20
exceeds 50 miles but does not exceed 70 miles	1 50
exceeds 70 miles but does not exceed 90 miles	1 80
exceeds 90 miles but does not exceed 110 miles	2 0
exceeds 110 miles but does not exceed 150 miles	2 50
exceeds 150 miles but does not exceed 190 miles	2 75
Where such distance exceeds 190 miles	3 0";

(3) by the substitution, for regulation 4, of the following new regulation:—

"4 (1) Official trunk calls will normally take their turn with private trunk calls. Where, however, urgency demands the claiming of priority for an official trunk call over other trunk calls, private or official, previously booked at the exchange and awaiting their turn to be put through, priority may be claimed in the manner indicated in paragraph (2) by such officers (hereinafter called "authorised officers") as are authorised thereto by the Minister of Posts and Telecommunications.

(2) An authorised officer may, for any official trunk call he personally makes, and if he considers the call one of sufficient urgency, claim priority in any one of the following categories:—

(a) "Clear the line Priority." A call for which this priority is claimed shall take precedence over all other classes of calls and shall not be subjected to any time limit. All other calls in categories other than "Clear the line Priority" shall, if necessary, be disconnected in order to put through a "Clear the line Priority" call.

(b) "Priority One." Calls for which "Priority One" is claimed shall be put through after "Clear the line Priority" calls, but receive precedence over "Priority Two" and "Emergency Priority" calls. "Priority One" calls shall not be subjected to any time limit. "Priority Two," "Emergency Priority" and ordinary calls in progress shall, if necessary, be disconnected to put through a "Priority One" call.

(c) "Priority Two." Calls for which "Priority Two" is claimed shall be put through after "Clear the line Priority" and "Priority One" calls, but receive precedence over "Emergency Priority" and ordinary calls. "Priority Two" calls will be restricted to 6 minutes and will be disconnected at the end of that period.

(d) "Emergency Priority." "Emergency Priority" may be claimed for an extremely urgent call on official business.

"Emergency Priority" calls will take turn with "Priority Two" calls and take precedence over ordinary calls.

(3) A call reporting an aircraft accident or a fire shall be accorded "Clear the line Priority" in the same manner as an official call originated by an authorised officer, even though such a call is originated by a Government Officer other than an authorised officer or by a member of the public acting in good faith. A call reporting an aircraft accident or a fire shall be put through without question or delay.

(4) A Government Officer other than an authorised officer may claim "Emergency Priority" for an official call in the same manner as an authorised officer."

(4) In regulation 5, in paragraph (3) thereof, by the substitution, for the words "Telegraph Authority", of the words "Telecommunication Authority";

(5) in regulation 9, in paragraph (1) thereof, by the substitution, for all the words from "Provided that a fee of 20 cents" to "Nuwara Eliya", of the words "Provided that a fee of 30 cents shall be charged for each period not exceeding 6 minutes of conversation for calls made from the call office at Nanu-oya Railway Station to Nuwara Eliya".

(6) in regulation 11, by the substitution, for the words "the usual cost of such telegram", of the words "the usual cost of such telegram, and an additional charge of 10 cents. The additional charge shall be known as the phonogram fee."

(7) by the substitution, for regulation 19, of the following new regulation:—

"19. Any telegram addressed to the premises of a telephone subscriber may, notwithstanding that his telephone number is not set out in the address, be communicated over the telephone to that number unless—

(i) the addressee has given any other instructions or made any other arrangements with the office of delivery; or

(ii) the sender has requested delivery to the addressee in person by writing in the space provided on the form the paid service indication "Mains Propres" or "M. P." indicating that the telegram should be delivered into the hands of the addressee himself; or

(iii) the Telecommunication Officer is of opinion that the telegram is of such a nature that it should not be communicated to any person other than the addressee, in cases where the addressee is a visitor or guest or a servant or employee of the subscriber or is a resident of any rest-house or hotel or of a hostel, club or boarding school or other similar institution conducted on the premises."

(8) by the insertion of the following new regulation immediately after regulation 19:—

"19A. A copy of every telegram which is communicated over the telephone shall be posted to the addressee with the superscription "Transmitted by telephone."

(9) in regulation 25—

(a) by the substitution, for the word "Telegraph", of the word "Telecommunication"; and

- (b) by the substitution, for the words "sufficient proof", of the words "conclusive proof";
- (10) in regulations 26 and 27, by the substitution, for the word "Telegraph" wherever that word occurs in each of those regulations, of the word "Telecommunication"; and
- (11) in regulation 28, by the insertion—
- (a) immediately after the definition of "Caller", of the following—
- "premises of a telephone subscriber", in the case of a telephone installed on an estate, includes the entirety of that estate; and
- (b) immediately after the definition of "subscriber", of the following—
- "Telecommunication Authority" means the officer holding the post of Postmaster-General and Director of Telecommunications for the time being.
- (3) in regulation 18, by the substitution, for paragraph (3) of that regulation, of the following new paragraph:—
- "(3) The sender of a reply-paid post-card may indicate his name and address on the face of the "Reply" half and may also print on the back of the "Reply" half a questionnaire to be filled up by the addressee. The addressee may send back the "Request" half attached to the "Reply" half and in such a case the address on the "Request" half shall be struck off and shall be on the inside.";
- (4) in regulation 26, by the substitution in paragraph (2) of that regulation, for the words "rules, may", of the words "rules, as well as samples placed in a transparent cover which permits inspection of the contents, may";
- (5) in regulation 27, by the substitution, for the words "telephone number", of the words "telephone exchange and number";

(6) in regulation 34—

- (a) by the substitution in paragraph (1) (a) of that regulation, for the words "telephone number", of the words "telephone exchange and number"; and

- (b) by the addition, at the end of paragraph (4) of that regulation, of the following:—

"(d) With newspapers, books, pamphlets sheets of music and maps, a transfer form bearing the printed indication of a postal cheque account";

- (7) by the substitution, for regulation 37, of the following new regulation.—

"37. Weight and Size (1) The weight of a packet of printed papers addressed to any country shall not exceed 6½ lb., but the weight of a single printed volume shall not exceed 11 lb

(2) The limits of dimensions for printed papers shall be the same as for letters, but the limits of dimensions for printed papers sent unenclosed in the form of cards, whether folded or not, shall be the same as for post-cards."

- (8) in regulation 39, by the substitution in paragraph (1) of that regulation, for sub-paragraph (b) of that paragraph, of the following new sub-paragraph:—

"(b) That the total weight of the packet shall—

(i) where the packet contains an article transmissible as a printed paper, be not more than 6½ lb. to any country, and

(ii) where the packet contains an article transmissible as a commercial paper but does not contain an article transmissible as a printed paper, be not more than 5 lb. to any country in the British Commonwealth and not more than 4lb 6 oz to any other country."

- (9) in regulation 43, by the addition, at the end of paragraph (2) of that regulation, of the following:—

"The name of the place and country of destination should preferably be indicated in capital letters.";

L. D.—B. 207/34.

THE POST OFFICE ORDINANCE

IN the exercise of the powers vested in the Minister of Posts and Telecommunications by section 9 (3) of the Post Office Ordinance (Chapter 146), as modified by the Proclamation published in *Gazette Extraordinary* No. 9,773 of September 24, 1947, and delegated to the Postmaster-General by notification under section 91 of the Ordinance, published in *Gazette* No. 8,099 of January 11, 1935, and continuing in force by virtue of paragraph (6) of the said Proclamation, I, Abdon Ignatius Perera, Postmaster-General, do hereby notify the terms, conditions and requirements set out in the Schedule hereto, in accordance with the arrangements entered into under section 9 (1) of the Ordinance by the Postmaster-General at the Universal Postal Congress held in Paris in 1947, and declare them to be in force on and after April 1, 1949.

General Post Office,
Colombo, 8th March, 1949.

A. I. PERERA,
Postmaster-General.

Schedule

The terms, conditions and requirements relating to the Foreign Letter Post, published as the Foreign Letter Post Regulations, 1935, in the *Supplement to Gazette* No. 8,100 of January 18, 1935, as last amended by the terms, conditions and requirements published in *Gazette* No. 9,944 of February 2, 1949, are hereby further amended as follows:—

- (1) by the substitution, for regulation 5, of the following new regulation:—

"5. *Inquiries and Claims.*—(1) An inquiry in respect of any postal article shall be entertained only if made within two years from the date of posting of the article. The inquiry shall, if possible, be accompanied by a facsimile of the envelope or of the address of the article.

(2) No claim for compensation for the loss of or damage to a postal article shall be entertained where the sender of the article has not made an application for compensation within a period of one year from the date of posting of the article."

- (2) in regulation 6, by the substitution in paragraph (1) (d) of that regulation, for the words "indicated in ink or typewriting", of the following:—

"indicated in ink, by typewriting, or by a printing process, in a deep colour.";

(10) in regulation 46—

(a) by the substitution, for paragraph (1) of that regulation, of the following new paragraph—

“(1) The sender of a postal packet may, so long as it has not been delivered to the addressee, have it withdrawn from the post or have its address altered if it does not contain any article the transmission of which by post is prohibited by regulation 8 and if its examination for purposes of Customs does not reveal a contravention of any provision of law”,

and

(b) by the substitution, for paragraph (3), of the following new paragraph—

“(3) A request to withdraw or alter the address of—

(a) a postal packet which has been despatched from Ceylon or

(b) several postal packets which have been posted at the same time by the same sender to the same address and have been despatched from Ceylon,

may be sent by post or by telegraph at the expense of the sender who shall pay for the request a fee of 45 cents and, if the request is to be sent by air-mail or by telegraph, the air-mail charge or the charge for the telegram”;

(11) in regulation 52, by the substitution in paragraph (3) of that regulation, for the words “article, has”, of the words “article in a language known in the country of destination, has”;

(12) in regulation 60, by the addition, at the end thereof, of the following new paragraph—

“(3) Where an inquiry as to the disposal of a registered article is to be sent by air-mail, the appropriate air-mail charge, or, where the transmission of such inquiry and the receipt of the reply are to be by air-mail, double the air-mail charge, or, where such inquiry is to be sent by telegraph, the charge for the telegram, shall be made in addition to the fee specified in paragraph (1).”;

(13) in regulation 61—

(a) by the substitution in paragraph (1) of that regulation, for the figures and word “30 Rupees”, of the figures and words “27 rupees and 50 cents”;

and

(b) by the substitution in paragraph (2) (e) of that regulation, for all the words from “Customs” to “contents”, of the word “Customs”;

and

(14) in regulation 82, by the substitution in paragraph (a) of that regulation, for the figures and word “80 cents”, of the words “one rupee”.

L D.—B. 154/33.

THE POST OFFICE ORDINANCE

RULE made by the Minister of Posts and Telecommunications by virtue of the powers vested in him by section 36 of the Post Office Ordinance (Chapter 146), as modified by

the Proclamation published in *Gazette Extraordinary* No 9,773 of September 24, 1947

R. N. BOND,
Permanent Secretary,
Ministry of Posts and Telecommunications.

Colombo, 1st April, 1949

Rule

The Inland Post Rules, 1934, published in the *Supplement to Gazette* No 8,093 of November 30, 1934, as amended by any subsequent rule are hereby further amended in rule 49 (2), by the substitution, for the words “for a period of three months”, of the words “for a period of two months”.

L D.—B 207/34

THE POST OFFICE ORDINANCE

IN the exercise of the powers vested in the Minister of Posts and Telecommunications by section 9 (3) of the Post Office Ordinance (Chapter 146), as modified by the Proclamation published in *Gazette Extraordinary* No 9,773 of September 24, 1947, and delegated to the Postmaster-General by notification under section 91 of the Ordinance, published in *Gazette* No 8,099 of January 11, 1935, and continuing in force by virtue of paragraph (6) of the said Proclamation, I, Abdou Ignatius Perera, Postmaster-General, do hereby notify the terms, conditions and requirements set out in the Schedule hereto, and declare them to be in force on and after the day of April 1, 1949

A. I. PERERA,
Colombo, 8th March, 1949 Postmaster-General.

Schedule

Air Mails

The terms, conditions and requirements relating to Air Mails published as the Air Mail Regulations, 1939, in *Gazette* No 8,512 of September 22, 1939, are hereby amended by the substitution, for regulation 3, of the following new regulation.—

“3 (1) The charges for the transmission of a postal article by air mail shall be fully prepaid, according to rates notified from time to time in the *Post Office Daily List* and in the Air Mail Leaflet published by authority of the Postmaster-General, by means of postage stamps affixed to that article or by means of postage stamp impressions made on that article by a stamping die or franking machine—

(2) Where no portion of the charges for the transmission of a postal article by air mail has been prepaid, such article shall be transmitted by surface mail and shall be liable to a charge equal to double the surface mail charges, to be paid by the addressee, in respect of such article

(3) Where only a portion of the air mail charges for the transmission of a postal article is prepaid, and the portion so prepaid is not less than the surface mail charges, but the deficiency in the prepayment of the air mail charges is—

(a) not more than the surface mail charges for such article, such article shall be transmitted by air mail, and shall be liable to a charge equal to double the amount of the deficiency, to be paid by the addressee, in respect of such article, but that charge may not be less than the equivalent of 5 (gold) centimes in the country of delivery; or

(b) more than such surface mail charges, such article shall be transmitted by surface mail, or where it is possible to do so, partly by air mail and partly by surface mail.

(4) Where only a portion of the air mail charges for the transmission of a postal article is prepaid, and the amount

so prepaid is less than the surface mail charges for such article, such article shall be transmitted by surface mail, and shall be liable to a charge equal to double the deficiency in the surface mail charges, to be paid by the addressee, in respect of such article, but that charge may not be less than the equivalent of 5 (gold) centimes in the country of delivery "

L. D.—B. 11/48.

THE WAGES BOARDS ORDINANCE, NO. 27 OF 1941.

Notification

IN accordance with the provisions of section 26A of the Wages Boards Ordinance, No. 27 of 1941, the Wages Board for the Cinema Trade hereby notifies its intention to make, by virtue of the powers vested in it by sections 20, 24 and 26 the decisions set out in the following Schedule.

Objections to the proposed decisions will be received by the Chairman of the Board until 12 noon on April 21, 1949.

Every such objection must be made in writing and must contain a statement of the grounds upon which such objection is taken.

M. RAJANAYAGAM,
Chairman, Wages Board
Colombo, 28th March, 1949. for the Cinema Trade

Schedule

Definition of a normal working day (section 24)

The number of hours constituting a normal working day (inclusive of one hour for a meal) shall be nine

Overtime rate

In respect of each hour of work in excess of the normal working day, the minimum overtime rate shall be the minimum hourly rate (ascertained by dividing the minimum monthly rate by 200) increased by 50 per cent. of such minimum hourly rate.

BY virtue of the powers vested in me under section 69 of the Trade Marks Ordinance (Cap. 121) and section 33 of the Designs Ordinance (Cap. 124) as amended by the Proclamation dated September 18, 1947, published in *Government Gazette (Extraordinary)* No 9,773 of September 24, 1947, I, Richard Morgan Davies, Registrar-General, do hereby authorize Mr W. M. Sellayah, Assistant Registrar-General, to discharge, in addition to his own duties, the duties of the Registrar under each of the Ordinances referred to above from March 4, 1949.

Colombo, March 21, 1949

R. M. DAVIES,
Registrar-General.

BOARD OF COMMISSIONERS OF CURRENCY

1.—Approximate Statement of Currency Security Fund as at 28th February, 1949

	Rs.	c.		Rs.	c.
Notes in circulation ..	394,644,034	0	Cash at call (London) ..	13,463,329	56
Subsidiary notes in circulation ..	2,314,413	0	Reserve Bank of India ..	23,247,620	42
Subsidiary com in circulation ..	13,429,593	25	Government of India Treasury Bills (at cost) ..	98,955,542	76
Balance being excess of assets over liabilities ..	46,965,101	45	Government of India Rupee Securities ..	36,441,077	68
			Sterling Securities ..	264,841,021	28
			Ceylon War Loans (Guaranteed by the United Kingdom Government)	20,404,550	0
	<u>457,353,141</u>	<u>70</u>		<u>457,353,141</u>	<u>70</u>

The liquid portion of the Currency Security Fund amounted to Rs. 156,989,654 49 as at 28th February, 1949, and is made up as follows :—

	Rs.	c.
Cash at call (London) ..	13,463,329	56
Cash with Reserve Bank of India ..	23,247,620	42
Government of India Treasury Bills (at cost) ..	98,955,542	76
Government of India 2½% Bonds, 1950 ..	15,379,012	50
Government of India 3% Loan, 1949-52 ..	5,944,149	25
	<u>156,989,654</u>	<u>49</u>

2.—Statement of Gross, Net and Active Circulation of Currency as at 28th February, 1949

	Rs.	c.
Gross circulation ..	394,644,034	0
Net circulation ..	392,022,038	0
Active circulation ..	221,704,285	0
Percentage of Active to Gross ..		56·18%

General Treasury,
Colombo, March 29, 1949.

C. E. JONES,
Permanent Secretary to the Ministry of Finance,
Chairman, Board of Commissioners of Currency

L. D.—B. 27/38.

E. C.—L—A 195.

ARRACK RENT SALE CONDITIONS FOR 1949-50 AND SUBSEQUENT PERIODS

BY virtue of the powers vested in me by section 18 of the Excise Ordinance (Chapter 42), as modified by the Proclamation published in *Gazette Extraordinary* No. 9,773 of September 24, 1947, I, Tharmasothy Vatharnnam Saravanamuttu, Excise Commissioner, do hereby direct, with the approval of the Minister of Home Affairs and Rural Development, that the grant of the exclusive privilege of selling arrack by retail within any local area, during the period commencing on October 1, 1949, and ending on September 30, 1950, and subsequent periods, shall until further notice be subject—

- (1) to the General Conditions for the time being in force and applicable to all Excise licences, and
- (2) to the Special Conditions set out hereunder

Office of the Excise Commissioner,
Colombo, March 19, 1949.

T. V. SARAVANAMUTTU,
Excise Commissioner.

Special Conditions

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

9. (1) (a) **Security Deposit.**—The grantee shall, immediately on being declared to be the purchaser of the privilege, sign these conditions and pay to the Government Agent a deposit of a sum equivalent to two months' rent payable for that privilege, as a security for the due performance of these conditions.

(b) **Signing of Bond.**—The grantee shall also within fourteen days of his being declared to be the purchaser of the privilege enter into a bond on Form General 112 with the Government Agent for the full amount for which he has purchased it, and he shall specially hypothecate by such bond the said security deposit.

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

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

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

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

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

11. **Grantee to have no interests in certain Toddy and Foreign Liquor Sales, Arrack Estate Canteens and Potting Contracts.**

The grantee shall not acquire or hold any share or any interest, whether direct or indirect—

(a) within the local area to which the privilege of selling arrack relates—

- (i) in the sale of toddy,
- (ii) in the purchase of any privilege of selling toddy,
- (iii) in the sale of foreign liquor,
- (iv) in the purchase of any privilege of selling foreign liquor, or

(b) in any arrack estate canteen within the revenue district to which the privilege of selling arrack relates, or

(c) in any contract with Government for the bottling of arrack.

11A. **Additional Security Deposit for Bottles ; Issues against Return of Empty Bottles, &c.**—(1) The bottles in which arrack is issued at any Government Warehouse to any grantee shall be deemed to be the property of Government, and the grantee shall be liable to replace at the time of the next issue such number of empty bottles as represents wholly or partly the gallonage of bottled arrack issued to him. White bottles shall be replaceable only by white bottles, of the same size or shape as the bottles issued. Bottles other than white shall be replaceable by bottles of any colour and shape, but of the same capacity as the bottles issued to the grantee. Bottles having a capacity of less than $3\frac{3}{7}$ drams will not be accepted as replacements.

For the purposes of calculating the number of empty bottles which represent any gallonage of bottled arrack—

- (a) a bottle capable of holding more than 8 drams neck capacity shall be reckoned as an eight-dram bottle (i.e. 6 bottles to a gallon) ;
- (b) a bottle capable of holding less than 8 drams, but more than 6 drams neck capacity shall be reckoned as a six-dram bottle (i.e., 8 bottles to a gallon) ; and
- (c) a bottle holding less than 6 drams, but more than $3\frac{3}{7}$ drams neck capacity shall be reckoned as a four-dram bottle (i.e., 12 bottles to a gallon).

Provided that the Warehouse Officer in charge of the warehouse of issue may in his discretion reject any bottle—

- (a) which bears a registered trade mark, e.g., Sun Flower brand, the proprietor of which has not given his consent in writing for the use of such bottles for filling with arrack ; or
- (b) which is cracked or broken ; or
- (c) which is for any reason not suitable for filling it with arrack, e.g., if in the opinion of the said Officer the bottle has been used for keeping tar, varnish, oil, or any other substance which may make it difficult to clean the bottle adequately by the usual methods employed at the warehouse concerned,

but the grantee shall have the right of appeal to the Superintendent in charge of the warehouse, whose order on such appeal shall be final and conclusive, and binding on the grantee.

(2) To provide against failure at the termination of the privilege to replace white and other bottles equivalent to the full gallonage of bottled arrack issued during the period of the privilege, the grantee shall, before the licence referred to in condition 12 (2) below is issued to him, pay to the Government Agent as an additional security deposit the sum set out in column 3 of Schedule A against the name of the tavern or group of taverns in column 2 of the said Schedule, the privilege in respect of which tavern or group has been granted to him. Such additional security deposit will represent the value of the bottles outstanding at all times in the hands of the grantee at the fixed rates of Rs 3 per gallon capacity of bottles, irrespective of their colour, size of shape, and the value of any deficit in the return of bottles at the end of the period of privilege shall be liable to be set off at the Excise Commissioner's discretion at the rates above mentioned against the said additional security deposit, and shall be liable to be recovered from it as a Pre-estimate of the damage caused by the loss of bottles to Government, without any process of law, on a certificate from the Superintendent of Excise in charge of the warehouse of issue that specified numbers of white and other bottles are outstanding, such certificate being final and conclusive, and binding on the grantee.

(3) A separate Kachcheri receipt for the said additional security deposit shall be produced at the warehouse of issue at the same time as the Kachcheri receipt for the payment of the value of the arrack in the first consignment to be issued, and both receipts will be left in the custody of the said Warehouse Officer. No arrack will be issued for such first consignment, if both the receipts are not so produced.

(4) The number, date, amount and the name of the Kachcheri, on the receipt will be noted in a Register to be kept at the warehouse of issue, and shall be signed by the grantee or his agent as an acknowledgment of the correctness of the entries. The gallonages of bottled arrack in (a) white, and (b) other bottles, issued from time to time against the said additional security deposit, the gallonages of the respective kinds of empty bottles (calculated as in paragraph (1) above) returned on the dates of all subsequent issues, and the balance gallonages (calculated as in paragraph (1) above) of the respective kinds of bottles left in the hands of the grantee at every issue will also be entered in the said Register, and shall also be signed by the grantee or his agent for the like purpose.

(5) If, as a consequence of shortage of bottles owing to present conditions, it is not possible to supply in full a grantee's demand for arrack in sealed bottles, the stock of arrack in sealed bottles available from time to time at the warehouse of issue will be rationed at a variable percentage, to be fixed from time to time, of the total issues from the warehouse in the rent year of 1940-1941. The proportion of the percentage as between one tavern and another will be based, save in exceptional circumstances and in the discretion of the Superintendent in charge of the warehouse, approximately on the issues of arrack in sealed bottles to each tavern during the said year of 1940-1941 for the Ordinary and the Extra Special Qualities.

(6) The second and subsequent issues of arrack in sealed bottles will be conditional on the grantee bringing back, in entirety or in part, the balance gallonages (as calculated in paragraph (1) above) of white and other bottles, outstanding in his hands.

(7) If, however, the ration of bottled arrack due to him is more than the gallonage of empty bottles (as calculated in paragraph (1) above) returned, the Warehouse Officer may in his discretion issue only so much of the ration due as is equivalent to the said gallonage, and may also in his discretion reserve the unissued balances of the ration for subsequent issue against return of empty bottles, or he may decide to issue the full ration.

(8) In the event of the gallonage of bottles (as calculated in paragraph (1) above) returned being less than the ration due, and of the Warehouse Officer deciding in the exercise of his discretion to issue nevertheless the full ration due, if such issue is likely to increase the balance gallonage of bottles (as calculated in paragraph (1) above) in the hands of the grantee to such an extent that its value at the rate set out in paragraph (2) above will not be covered by the additional security deposit already made, the Warehouse Officer may in his discretion call upon the grantee either to pay a further sum to increase the sum already paid as additional security deposit (and such further sum shall be held on the same terms and conditions as the additional security deposit), or in the alternative to supply such number of empty bottles as represents the gallonage of bottles, to the extent required before issuing the full ration.

If such further sum is not paid or empty bottles not supplied within 24 hours of the demand having been made, the Warehouse Officer shall be entitled to refuse to issue to the grantee any arrack, whether in bottles or in bulk or in both.

(9) The exercise of the discretion of the Warehouse Officer in pursuance of the powers vested in him under paragraphs (7) and (8) of this condition will be liable to appeal to the Superintendent of Excise in charge of the warehouse, and the Superintendent's decision shall be final and conclusive and binding on the grantee.

(10) At the end of the period of the privilege the said additional security deposit together with the further sum deposited, if any, will be refunded in full, or in part after the deduction of the value at the rate set out in paragraph (2) above of the balance gallonages of the respective kinds of bottles shown in the register referred to in paragraph (4) above as left in the hands of the grantee.

(11) The additional security and the further sum, if any, so paid by the grantee as deposit will be dealt with as in condition 9 (2) above, and the grantee shall also enter into a bond with the Government Agent, hypothecating it as security for deficit in or loss of bottles.

12. (1) **Opening of Tavern on due Date, and Approval of Site.**—(a) The grantee shall open the tavern or taverns on the day on which the privilege commences to run.

(b) The Government Agent shall not be bound to find a site for any tavern in the event of the grantee not being able to procure a site.

(c) The grantee shall not open a tavern on any site otherwise than with the approval of the Government Agent, such approval being obtained from the Government Agent at least fourteen days before the privilege commences to run.

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

13. **Taking over of Balance Arrack by Incoming Grantee by Mutual Agreement.**—The grantee shall take over from the outgoing grantee and pay to him an amount, which may be agreed on, in respect of the cost of—

(a) the balance of arrack, in bulk and in bottles, remaining in a tavern, after the closing hour of the date of expiry of the privilege of the outgoing grantee, and

(b) transport, wastage, and other miscellaneous charges.

14. **In default of agreement, Outgoing Grantee to deliver Balance Arrack at nearest Warehouse.**—(1) Where the incoming and outgoing grantees cannot agree with regard to the sum to be paid as aforesaid, the outgoing grantee shall forthwith remove the balance of arrack of a strength not below 29° underproof in the case of the extra special quality, and not below 34° underproof in the case of the ordinary quality on a permit, to the nearest Excise Warehouse, and deliver it to the Warehouse Officer in charge thereof, and obtain a receipt.

(2) The outgoing grantee shall present such receipt to the Excise Commissioner, who shall pay to such grantee the value of the arrack so delivered at the rates at which such grantee purchased such arrack.

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

15. (1) **Payment of Rent.**—The grantee shall pay the purchase money or rent to the Government Agent in twelve equal monthly instalments.

(2) **Due Date of Instalment.**—The first instalments of the rent shall be deemed to be due and payable on the last day of the month preceding the commencement of the privilege, and succeeding instalments shall be deemed to be severally due and payable on the last day of each succeeding month :

Provided, however, that—

(1) if the last day of any month is a Sunday, the instalment shall be payable on the day next following, or if that day is a public holiday, on the day next following that day ;

(2) if the last day of any month is a public holiday, the instalment shall be payable on the day next following, or if that day is a public holiday or a Sunday, on the day next following that day.

Every instalment of rent shall be tendered at the Kachcheri Shroff's counter before 3 p.m. on any day other than a Saturday or before 12 noon on a Saturday.

(3) **Interest and Penalty.**—Interest at the rate of 9 per centum per annum shall be payable in respect of all arrears of rent. The payment of interest shall not be deemed to prejudice or affect the powers which may be exercised by the Government Agent, under section 53 of the Ordinance in any case in which the licence issued to the grantee is liable to be cancelled under section 26.

16. **Issue Price Payable. Issue Strengths.**—In addition to the rent the grantee shall pay to the Government Agent in respect of every gallon of arrack issued and removed from a Government Warehouse an amount calculated at rates to be determined from time to time by the Excise Commissioner by notification published in the *Gazette*. The difference between the price so determined and the selling price at the grantee's tavern or taverns shall in the case of every quality of arrack be Rs. 3·80 per gallon where arrack is sold in bottle and Rs. 6 per gallon where arrack is sold in bulk.

Provided, however, that if the issue price is increased during the period of this privilege, the grantee shall pay to the Government Agent in respect of the entire quantity of arrack remaining unsold in a tavern after the closing hour on the day immediately preceding the day on which the increased price comes into force an amount equivalent to the increase in issue price.

The Excise Commissioner shall by notification published in the *Gazette* prescribe from time to time the strength of each quality of arrack issued from a Government Warehouse.

17. (1) **Payments not valid without Kachcheri Receipt.**—No payment of any sum due by the grantee to the Crown shall be deemed to have been duly made, unless the grantee produces a Kachcheri receipt in respect thereof.

(2) **Money left with Officers not reckoned as Money Paid.**—No money which, for his own convenience, the grantee may think fit to leave in the hands of any Shroff or any other officer of any Kachcheri shall be deemed to be money paid under this contract.

18. (1) **Purchase of Arrack from Warehouse.**—The grantee shall purchase arrack only from the Government Warehouse, specified in Schedule B hereto in respect of the province or district within which the tavern is situated.

(2) **No issue on Sundays and Holidays.**—No arrack will be issued from a Warehouse on Sundays or Public Holidays without the prior approval of the Superintendent of Excise.

(3) **Issues from Warehouses.**—Arrack will be issued from the Warehouses at Negombo, Badulla and Jaffna only between 8.30 a.m. and 12 noon. In the case of all other Warehouses arrack will be issued between 9 a.m. and 3 p.m. on all days other than Saturdays, or between 9 a.m. and 1 p.m. on Saturdays.

(4) **Transport Passes.**—Where arrack is transported by road from a warehouse to a tavern, the Warehouse Officer will not issue a transport pass available for use at a later hour than 6.30 p.m. on the date of issue, save in exceptional circumstance,

19. **Grantee to accept such Arrack as offered.**—(1) In order to regulate the distribution of arrack till such time as the quantity available for issue becomes adequate, the Excise Commissioner may in his discretion—

- (a) refuse to issue any arrack to the grantee,
- (b) determine the quantity of arrack in bulk or in sealed bottles to be issued in each month to the grantee.

(2) The grantee shall be bound to pay for and accept within 24 hours of being noticed to do so by the Warehouse Officer, all such quantities of arrack whether in bulk or in sealed bottles, and in such strengths and in such sizes and shapes of bottles as may be determined by the Excise Commissioner to be issued to the grantee.

(3) In the event of the grantee failing to keep his tavern replenished with stocks of sealed bottles and/or bulk arrack and to carry on the sale of sealed bottles and/or bulk arrack uninterruptedly in any one month till the quantities determined by the Excise Commissioner under paragraph (1) above are exhausted, the grantee shall forfeit the undrawn balances of sealed bottles and or bulk arrack from the time the sales have been so interrupted in respect of any particular month.

20. **Loose Capsules or Broken Seals on Bottles.**—The grantee shall take steps to ensure that the capsule on each bottle issued to him is firmly fixed, or that the seal on the cork of such bottle is intact and bears a clear impression of the seal of the Excise Department. If any capsule is not firmly fixed, or if any seal is not intact or does not bear a clear impression of such seal, he shall refuse to accept such bottles.

21. **Proportion of Sealed Bottles to Bulk.**—The grantee shall draw such proportion of each consignment drawn by him, as the Warehouse Officer in charge of the warehouse may require, in sealed bottles of each description.

22. **Limit of Sale and Transport.**—The limit of sale by retail with respect to the whole Island and as regards purchasers generally shall be one-third of an imperial gallon, and no arrack in excess of that quantity shall be removed by the grantee or sold at any one time to any person except on a valid permit or pass.

23. **Exclusive right to supply arrack for sale at Foreign Liquor premises or other premises specially authorized by the Excise Commissioner ; Allocation of such premises to grantee.**—(1) The grantee of every tavern or group of taverns specified in column 1 of Schedule C hereto shall have the exclusive right of supplying arrack (in bulk only or in sealed bottles only, as the case may be) in quantities not less than those prescribed from time to time by the Excise Commissioner, on payment at rates at which he is authorized by law to sell arrack and on production of a valid transport pass issued by the Superintendant of Excise in that behalf, for sale, in each of the foreign liquor premises specified against such tavern or group in column 2 of that Schedule, or in such other premises within the same area (whether or not such premises are licensed for the sale of foreign liquor or otherwise) as may be licensed at any time after the publication of these conditions for the sale of arrack.

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

(3) Special licences to sell arrack in sealed (or unopened) bottles only will be issued by the Excise Commissioner at his discretion to the foreign liquor retail (off) and resthouse licensees mentioned in Schedule C below or to persons who have been granted foreign liquor retail (off) and resthouse licences after the publication of these conditions or to any other person and such licensees shall buy the arrack only from the grantee and only in bottles. Special licences to sell arrack in bulk only will be issued to all foreign liquor licensees (mentioned in Schedule C below and persons to whom licences have been granted after the publication of these conditions) other than foreign liquor retail (off) and resthouse licensees, and such licensees shall buy the arrack only from the grantee and only in bulk.

(4) The grantee shall supply arrack of both qualities, in bulk or in sealed bottles as the case may be, to such Foreign Liquor Licensees or other persons and where the grantee does not have in stock at his tavern any particular quality of arrack required by any such licensee, he shall obtain from the Government Warehouse the quality required by such licensee.

24. **Grantee to account for Arrack : Wastage Allowance.**—The grantee shall account for all arrack purchased by him from time to time. The allowance made on account of wastage will in no circumstances exceed two per centum of the total quantity purchased since the last date of stock taking.

25. **Grantee responsible for Agent's Acts.**—The grantee shall be responsible for all acts of his agents and employees in relation to the privilege.

26. **Non-transferability of Privilege.**—The privilege shall not be transferable otherwise than with the sanction of the Excise Commissioner first had and obtained.

27. (1) (a) **Cancellation of Licence and Privilege for Non-payment of Rent, &c.**—If any instalment or part of any instalment of the purchase money or rent, or further sum demanded as additional security for bottles or as additional issue price under conditions 14 (3) and 16, or any other sum due to the Crown from the grantee, in respect of the grant or of the licence issued to him, remains unpaid after the date on which it becomes due and payable, the grantee shall be deemed to have committed a breach of these conditions and of the conditions of the licence issued to him, and the Government Agent shall accordingly have power, without further process of law, either (i) to suspend or cancel the licence or licences issued to the grantee in pursuance of the provisions of section 26 of the Excise Ordinance or (ii) to take the licence or grant under management at the risk of the grantee, or to declare the licence or grant forfeited and reissue or re-sell it at the risk and loss of the grantee in pursuance of the provisions of section 30 of the said Ordinance. This condition does not in any way affect the Government Agent's powers to confiscate the security deposit in pursuance of the provisions of condition 9 above.

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

(2) **Regrant of Privilege between Cancellation and Re-sale.**—In the event of the cancellation of a licence, the Government Agent shall have power to grant the privilege to any person approved by him for any period intervening between such cancellation and the re-sale of the privilege, and for this purpose may issue to such approved person a temporary licence upon such terms as he may think fit.

28. **No compensation or Remission of Rent for loss or damage.**—(1) No action or other legal proceeding shall be instituted or maintained in any court of law, against the Government of Ceylon or the Excise Commissioner, in respect of anything bona fide done or omitted to be done in pursuance of the powers conferred on the Excise Commissioner by these conditions or in respect of any loss or damage incurred or suffered in consequence of anything so done or omitted to be done.

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

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

- (a) whether on account of any closing of the tavern or taverns during the passage of troops, or during the encampment of troops in the vicinity of the tavern or taverns, or during any riot or civil disobedience or breach of the peace, or during the apprehension of any riot or civil disobedience or breach of the peace, or during the holding of any poll, or on account of the tavern or taverns being situated within or in the vicinity of any area for the time being declared to be a diseased locality under the provisions of any written law ; or
- (b) whether on account of the opening of any new toddy or foreign liquor tavern or estate canteen for arrack or toddy or foreign liquor, or any new foreign or country liquor premises of any other description and licensed after the sale of the privilege under these conditions ; or
- (c) whether on account of the manufacture and drawing of fermented toddy on special licences issued by the Assistant Commissioner for bona fide domestic consumption on medical grounds, and not for sale ; or
- (d) whether on account of the manufacture and drawing of fermented toddy within the area or areas of the privilege hereby granted for supply to licensed manufactories in which toddy is used in the process of manufacture ; or
- (e) whether on account of the issue of licences for the bottling and wholesale sale of bottled toddy and of the retail sale of such bottled toddy at toddy taverns ; or
- (f) whether on account of the unrestricted tapping, manufacture and drawing of sweet toddy without any licence or permit ; or
- (g) whether on account of the refusal of the Excise Commissioner to issue special arrack licences in terms of condition 23 above ; or

- (h) whether on account of the introduction of the Tree Tax System for 'Toddy within the local area or areas for which the privilege is granted ; or
 (i) whether on account of the issue of licences for manufacture and/or sale of other liquors within the local area or areas for which the privilege is granted ; or
 (j) through any other cause whatever.

29. **Termination of Privilege.**—The privilege shall terminate on (a) the expiry of the term for which it is granted, (b) the death of the grantee, or (c) a breach of any of the conditions governing it. Provided that in the event of the death of the grantee, the Government Agent may, in his discretion permit the legal heirs or the Administrator of the estate of the grantee to continue the privilege till the expiry of the term for which it is granted.

30. **No surrender of Licence.**—The licence or licences referred to in condition 12 (2) above, being issued free of charge in pursuance of section 18 (2) of the Excise Ordinance, to implement the contract between the Crown and the grantee, shall not be surrendered by the grantee under section 28 of the said Ordinance, except with the approval of the Government Agent previously obtained in writing.

EXCISE C. S. 26.

GOVERNMENT OF CEYLON
ARRACK RENT TENDER FORM
(Condition 3.)

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

To the Government Agent, _____

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

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

I/We hereby declare that I/We am/are not disqualified under any of the provisions of Arrack Rent Sale Special Condition 6 (1).

Witnesses :

1. _____
2. _____

Signature : _____
Address : _____

REVERSE SIDE OF TENDER FORM

Notes

1. A deposit receipt for Rs. _____ is to be annexed to this tender. No tender unaccompanied by a deposit receipt will be accepted. The deposit of Rs. _____ will, subject to the provisions of Arrack Rent Sale Condition No. 10 be refunded.

2. This form must be enclosed in a sealed envelope bearing on its left hand top corner the name and number of the arrack tavern concerned, and must be deposited in the Kachcheri tender box or handed to the Government Agent, or to the Office Assistant, or posted by registered post in time for delivery at the Kachcheri before the time fixed for closing tenders.

3. A separate form must be used in respect of each tavern or when taverns are sold in groups, for each such group.

AGREEMENT

(Condition 9 (1) (a).)

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

Witnesses : _____

Grantee(s) : _____

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

Government Agent.

ADDRESS FOR NOTICES.

(Condition 9 (4).)

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

Witnesses : _____

Grantee(s) : _____

Schedule A

(Vide Condition 11A (2).)

Serial No	Name of Tavern	Amount payable as Additional Security Deposit for Bottles	Serial No	Name of Tavern	Amount payable as Additional Security Deposit for Bottles
(1)	(2)	(3)	(1)	(2)	(3)
		Rs. c.			Rs. c.
<i>Colombo Municipality.</i>					
1	Barandeniya ..	1,690 0	19	Dandugama ..	135 0
2	Kollupitiya ..	2,025 0	20	Keragahapokuna ..	250 0
3	Malay Street ..	2,250 0	21	Seeduwa ..	90 0
4	Front Street ..	2,250 0	22	Katunayake ..	115 0
5	Fourth Cross street ..	2,250 0	23	Pitipana ..	100 0
6	Dam Street ..	1,080 0	24	Kepungoda ..	40 0
7	St. John's Road ..	2,250 0	25	Henmulla ..	45 0
8	Chekku street ..	2,250 0	26	Etgala ..	40 0
9	Sea Beach Road ..	1,015 0	27	Kandewala ..	190 0
10	Kotahena ..	1,710 0	28	Daluwakotuwa ..	100 0
11	Kortamboam ..	1,015 0	29	Keragahamune ..	195 0
12	Mutwal ..	1,015 0	30	Kanuwana ..	610 0
13	Madampitiya ..	1,690 0	31	Weligampitiya ..	295 0
14	Ferguson Road ..	640 0	32	Kandana ..	630 0
<i>Colombo District (outside Municipality).</i>					
15	Digarolla ..	2,250 0	33	Kochchikade ..	160 0
16	Timbirigasyaya ..	340 0	34	Kudapaduwa ..	70 0
17	Uwetakeiyawa ..	70 0	35	Periyamulla ..	120 0
18	Bopitiya ..	115 0	36	Kurana ..	115 0
			37	Udayartoppu ..	450 0
			38	Bolawalana ..	250 0
			39	Degonne ..	265 0

Serial No	Name of Tavern	Amount payable as Additional Security Deposit for Bottles		Serial No	Name of Tavern	Amounts payable as Additional Security Deposit for Bottles	
		Rs.	c.			Rs.	c.
	<i>Kalutara District.</i>						
1	Kalamulla	1,375	0	3	Pugalla	135	0
2	Diyalagoda	990	0	4	Udabaddawa	55	0
3	Nalluruwa	990	0	5	Kattimahana	130	0
4	Walapolapattiya	1,575	0	6	Dunukadeniya	85	0
	<i>Kandy District.</i>			7	Yakwila	250	0
1	Colombo street	2,920	0	8	Hanthuhawa	385	0
2	Katukelle	655	0	9	Akarawatta	165	0
3	Huluganga	1,450	0	10	Kuliyaipitiya	430	0
4	Wahugepitiya	450	0		<i>Puttalam District.</i>		
5	Pussellawa	810	0	1	Chenaikudruppu	655	0
6	Hatton	3,150	0	2	Kuruwikulam	85	0
7	Kotiyagala	1,735	0	3	Tetapola	90	0
8	Hardenhuush	880	0	4	Kandatoduwa	40	0
9	Maskeliya	1,960	0	5	Madurankuli	55	0
	<i>Nuwara Eliya District.</i>			6	Mangalaweh	25	0
1	Ramboda	570	0	7	Kattaikadu	40	0
2	Padiyapelella	730	0	8	Ottapanai	25	0
3	Holbrook	2,250	0	9	Mundel	90	0
4	Bambarakelle	2,250	0	10	Andimunai	70	0
5	Ragala	2,005	0	11	Sottupitiyawadi	25	0
	<i>Matale District.</i>			12	Etalai	145	0
1	Kawdupelella	1,170	0	13	Narakkah	25	0
	<i>Galle District.</i>			14	Ihala Mandalana	25	0
1	Katugoda	2,250	0		<i>Chilaw District.</i>		
2	Heenatigala	1,525	0	15	Udappu	115	0
	<i>Hambantota District.</i>			16	Wellawela	70	0
1	Hambantota	1,990	0	17	Rajakadaluwa	130	0
	<i>Jaffna District.</i>			18	Karukkuponai	55	0
1	Grand Bazaar	1,855	0	19	Dematapitiya	55	0
2	Karaiyur	345	0	20	Bandarawatta	55	0
3	Nallur	405	0	21	Pambala	85	0
4	Chavakachcheri	460	0	22	Ambakandawila	25	0
5	Vannankerni	370	0	23	Udalawela	40	0
6	Point Pedro	970	0	24	Jetty street	315	0
7	Valvedditurai	405	0	25	Dhobies Quarters	325	0
8	Kayts	585	0	26	Toduwawa	40	0
9	Chankanai	1,425	0	27	Mahawewa	115	0
	<i>Mannar District.</i>			28	Kudawewa	90	0
1	Periyakadai	685	0	29	Pahala Talgasgara	25	0
2	Puhadi Irakkam	250	0	30	Tabbowa	100	0
	<i>Vavuniya District.</i>			31	Talwila	40	0
1	Mullaittivu	205	0	32	Mudukatuwa	100	0
2	Mankulam	190	0	33	Dematapitiya	25	0
3	Vavuniya	210	0	34	Morakole	25	0
	<i>Bathcaloa District.</i>			35	Katuneriya	100	0
1	Valaichenai	505	0	36	Uthiyawa	25	0
2	Eravur	655	0	37	Dummaladeniya	40	0
3	Koddaimunai	585	0	38	Boralessa	25	0
4	Eruvil	385	0	39	Wakkal	25	0
5	Periyamilavannai	445	0	40	Nanjundankarai	25	0
6	Karativu	450	0	41	Toputota	130	0
7	Karunkaditivu	450	0	42	Tambarawila	115	0
	<i>Trincomalee District.</i>			43	Lunuwila	70	0
1	Dhoby Street	925	0	44	Wennappuwa	160	0
2	Oilmonger Street	1,105	0		<i>Anuradhapura District.</i>		
3	Uppuveli	115	0	1	Anuradhapura	1,300	0
4	Chempadu	55	0		<i>Badulla District.</i>		
5	Nilaveli	115	0	1	Badulla	1,510	0
6	Kunniyai	355	0	2	Madulsima	865	0
7	Puthukudyimppu	160	0	3	Lunugala	835	0
8	Kantalai	115	0	4	Bibile	495	0
9	Mutur	100	0	5	Haputale	2,250	0
10	Kiliveddi	100	0		<i>Ratnapura District.</i>		
11	Sampur	120	0	1	Balangoda	2,025	0
	<i>Kurunegala District.</i>			2	Pinnawala	540	0
1	Ganegoda	285	0		<i>Kegalla District.</i>		
2	Horambawa	1,600	0	1	Olagama	2,250	0
				2	Yattagoda	630	0

Schedule B

(Condition 18.)

Situation of Warehouse	Province, District, or Tavern served
Kalutara town or Mirishena as may be directed	(1) Colombo Municipality (2) Colombo District outside Municipality and south of the Kelaniya river (3) Kalutara District (4) Galle District (5) Hambantota District (6) Ratnapura District
Negombo*	(1) Colombo District outside Municipality and north of the Kelaniya river (2) Puttalam District (3) Chilaw District (4) Taverns in Groups 1, 2 and 3 of the Kurunegala District
Kandy	(1) Central Province (2) Kegalla District (3) Ganegoda tavern

<i>Situation of Warehouse</i>	<i>Province, District, or Tavern served</i>
Batticaloa ..	Batticaloa District
Badulla* ..	Province of Uva
Jaffna* ..	Jaffna District
Vavuniya ..	(1) Anuradhapura District (2) Vavuniya District (3) Mullaittivu District (4) Mannar District
Trincomalee ..	Trincomalee District

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

Schedule C
(Vide Condition 23)

(1)
*Number of Arrack Tavern or
Group of Taverns*

(2)
Foreign Liquor Premises assigned

Western Division.

Colombo Municipality.

Group I.—Arrack Taverns.

Tavern No. 4 ..
Do. 5 ..
Do. 6 ..

Grand Oriental Hotel and Bar, 2, York street, Fort
Bristol Hotel and Bar, 91, York street, Fort
Hotel Metropole, Hotel and Bar, 30, Queen street, Fort
Globe Hotel and Bar, 25, Baillie street, Fort
Dominion Hotel and Bar, 23, Upper Chatham street, Fort
Brown's Hotel and Bar, 57, Hospital street, Fort
Lord Nelson Hotel and Bar, 93, Chatham street, Fort
Retnagiri Hotel, 45, 47 and 49, Canal Row, Fort
British India Hotel and Bar, 13, Baillie street, Fort
Cargills, Ltd., Retail Off, 45-49, Baillie street, 34/50, York street, Fort
Brodie & Co., Ltd., Retail Off, 19, Upper Chatham street, Fort
Millers, Ltd., Retail Off, 68 and 70, York street, Fort
Colombo Apothecaries Co., Ltd., Retail Off, 34-37, Prince street, Fort
A. P., V. & E., Casie Chitty, Retail Off, 98, York street, Fort
Darley Butler & Co., Ltd., Retail Off, 69, Queen street, Fort
Ceylon Trading Co., Ltd., Retail Off, Aust alia building, Fort
F. L. Tavern No. 1, Royal Bar, 126, York street, Fort
Mrs. A. Bastianpulle, Retail Off Shop, Main street, Pettah
Mrs. A. Suppiah, Retail Off Shop, Main street, Pettah
J. R. Peter, Retail Off Shop, Main street, Pettah
J. M. S. Miranda, Retail Off Shop, Main street, Pettah
Mrs. D. B. Wijetunge and B. D. S. Wijetunge, Retail Off Shop, 4th Cross street, Pettah
J. P. A. de Mel, Retail Off Shop, Main street, Pettah
A. P. Casiechitty, Retail Off Shop, 4th Cross street, Pettah
A. G. S. Wijegunaratne, Retail Off Shop, Prince street, Pettah
R. A. Fernando, Retail Off Shop, Norris road, Pettah
S. Costa and A. P. Casie Chitty, Retail Off Shop, Norris road, Pettah
J. M. S. Miranda, Retail Off Shop, Norris road, Pettah
J. A. D. Victoria and J. S. Victoria, Retail Off Shop, 1st Cross street, Pettah
F. L. Tavern No. 2, 1st Cross street, Pettah
F. L. Tavern No. 3, Main street, Pettah
Metropolitan Hotel and Bar, Keyzer street, Pettah
New Colonial Hotel and Bar, Norris road, Pettah
Prince of Wales Hotel and Bar, 1st Cross street, Pettah
Victoria Hotel and Bar, Norris road, Pettah
Victor Restaurant, Main street, Pettah
Richmond Restaurant, 4th Cross street, Pettah
Union Restaurant, 5th Cross street, Pettah
Victoria Restaurant, Norris road, Pettah
V. Kailasapillai, Retail Off Shop, 4th Cross street, Pettah
Criterion Restaurant, 5th Cross street, Pettah
Negris & Co., Retail Off Shop, Negris Building, York street, Fort

Group II.—Arrack Taverns.

Tavern No. 7 ..
Do. 8 ..
Do. 9 ..

J. M. S. Miranda, Retail Off Shop, Chekku street
A. E. J. Casiechitty, Retail Off Shop, Jampettah street
F. L. Tavern No. 6, Jampettah street
F. L. Tavern No. 4, Main street
F. L. Tavern No. 5, Wolfendahl street
Imperial Restaurant, St. John's road
City Restaurant, Jampettah street

Group III.—Arrack Taverns.

Tavern No. 10 ..
Do. 11 ..
Do. 12 ..

Dockland Hotel and Bar, Mutwal
F. L. Tavern No. 7, Mutwal street, Mutwal
Mrs. A. Suppiah, Retail Off Shop, Skinner's road north
M. G. Fernando and J. M. Britto, Retail Off Shop, Skinner's road north

Group IV.—Arrack Taverns.

Tavern No. 13 ..
Do. 14 ..

National Restaurant, Grandpass
F. L. Tavern No. 8, Grandpass

Group V.—Arrack Taverns.

Tavern No. 1 ..
Do. 2 ..
Do. 3 ..

Galle Face Hotel and Bar, Colpetty
Lee Hedges & Co., F. L. Retail, Lee Hedges Building, Colpetty
Castle Hotel and Bar, Ingham street, Slave Island
Hotel de L'Universe and Bar, Slave Island
Polski Hotel and Bar, Slave Island
Liptons, Ltd., Retail Off Shop, Union place, Slave Island
Carson Cumberbatch & Co., Retail Off Shop, Kew passage, Slave Island
Mrs. J. N. Miranda, Retail Off Shop, 444, Union place, Slave Island
Dodwell & Co., Retail Off Shop, Glennie street, Slave Island
Cargills, Ltd., Retail Off Shop, Turret Road, Colpetty
The Orient Club, Cambridge place
Princes Restaurant, Colpetty
J. A. D. Victoria and J. S. Victoria, Retail Off Shop, 225, Galle road, Colpetty
J. A. D. Victoria and J. S. Victoria, Retail Off Shop, 293, Galle road, Colpetty
National Restaurant, 34, Parsons road
The Golden Dawn Club, Turret road, Colpetty
M. Ramanathapillai, 131, Shorts road, Slave Island
G. Paul Rasyah, Retail Off Shop, 19, Rifle street, Slave Island
Donovon Andree, Silver Fawn Club, Union place, Slave Island

(1) Number of Arrack Tavern or Group of Taverns	Colombo District (Outside Municipality). (2) Foreign Liquor Premises assigned	
Group VI.—Arrack Taverns.		
Tavern No. 34, Kudapaduwa	Coronation Hotel and Bar, Negombo Messrs. Fernando and Fernando, Restaurant, Negombo F. L. Tavern, Green road, Negombo Messrs. Fernando and Fernando, Retail Off Shop, Negombo Messrs. P. G. Gomez & Co., Retail Off Shop, Main street, Negombo Resthouse, Negombo (new)	
Do. 35, Periyamulla		
Do. 37, Udayartoppu		
Group VII.—Arrack Taverns.		
Tavern No. 22, Katunayake	Resthouse, Negombo (old)	
Do. 23, Pitipana		
Do. 36, Kurana		
Do. 38, Bolawalana		
Group IX.—Arrack Taverns.		
Tavern No. 18, Bopitiya	Mr. A. P. Casie Chitty, F. L. Restaurant, Ja-ela Mr. A. P. Casie Chitty, Retail Off Shop, Ja-ela Resthouse, Ja-ela	
Do. 19, Dandugama		
Do. 21, Seeduwa		
Do. 24, Kepungoda		
Do. 30, Kanuwana		
Do. 31, Welhgampitiya		
Tavern No. 15, Digarolla	F. L. Tavern, Moratuwa Mr. T. T. Fernando, Retail Off Shop, Moratuwa	
Group II.—Arrack Taverns.		
Tavern No. 20, Bandarawatta	F. L. Tavern 1, Chilaw A. L. Moraes, Retail Off Shop, Chilaw F. L. Tavern 2, Chilaw L. Gomez, Retail Off Shop, Chilaw Resthouse, Chilaw	
Do. 21, Pambala		
Do. 22, Ambakandawila		
Do. 24, Jetty street		
Do. 25, Dhobies Quarters		
Group II.—Arrack Taverns.		
Tavern No. 10, Kuliyaṭitiya	E. T. Fernando, Restaurant, Kuliyaṭitiya E. T. Fernando, Retail Off Shop, Kuliyaṭitiya Resthouse, Kuliyaṭitiya	
Group I.—Arrack Taverns.		
Tavern No. 1, Colombo street	Queen's Hotel and Bar, Kandy Sunsse Hotel and Bar, Kandy Castle Hotel and Bar, Kandy Royal Hotel and Bar, Kandy King's Hotel and Bar, Kandy Empire Hotel and Bar, Kandy Victory Hotel and Bar, Kandy F. L. Tavern, Ward No. 7, Kandy F. L. Tavern, Ward No. 8, Kandy A. X. Fernando and J. P. de Mel, Retail Shop, Trincomalee street, Kandy S. Costa and A. P. Casie Chitty, Retail Off Shop, Ward street, Kandy Messrs. Miller & Co., Ltd., Retail Off Shop, Kandy Messrs. Cargills, Ltd., Retail Off Shop, Kandy The Green Cafe, F. L. Restaurant, Castle street, Kandy Savoy Hotel, Kandy	
Do. 2, Katukelle		
Group II.—Arrack Taverns.		
Tavern No. 4, Wahugepitiya		Resthouse, Pussellawa F. L. Tavern, Pussellawa O. Don Wilfred, Retail Off Shop, Pussellawa
Do. 5, Pussellawa		Castro Hotel and Bar, Hatton Arms Hotel and Bar, Hatton F. L. Tavern, No. 6, Dickoya F. L. Tavern, No. 7, Dickoya
Tavern No. 6, Hatton		Messrs. Brown & Co., Retail Off Shop, Hatton O. Don Peter, Retail Off Shop, Dickoya Messrs. Miller & Co., Retail Off Shop, Dickoya Crown Hotel, Hatton Frankland Hotel, Hatton Peak Hotel, Hatton
Tavern No. 9, Maskeliya		Maskeliya Hotel and Bar, Maskeliya S. Costa and A. P. Cassie Chitty, Retail Off Shop, Maskeliya
Tavern No. 7, Kotiyagala		R. A. Fernando, Retail Off Shop, Bogawantalawa Resthouse, Kotiyagala
Group I.—Arrack Taverns.		
Tavern No. 4, Bambarakelle		King's Hotel, Nuwara Eliya Priory Hotel, Nuwara Eliya F. L. Restaurant, Nuwara Eliya F. L. Tavern, Nuwara Eliya Pedro Hotel and Bar, Nuwara Eliya Grand Hotel and Bar, Nuwara Eliya Windsor Hotel and Bar, Nuwara Eliya Grosvenor Hotel and Bar, Nuwara Eliya St. Andrew's Hotel, Nuwara Eliya Messrs. Cargills, Ltd., Retail Off Shop, Nuwara Eliya Messrs. Miller & Co., Ltd., Retail Off Shop, Nuwara Eliya J. L. Pimanda, Retail Off Shop, Nuwara Eliya Ponniiah Peiris, Retail Off Shop, Nuwara Eliya T. L. Jusey Perera and K. T. T. de Silva, Retail Off Shop, Padiyapelella M. J. Caravelho, Retail Off Shop, Ragala
Tavern No. 2, Padiyapelella		
Do. 5, Ragala		
Tavern No. 3, Holbrook	Messrs. Mel Mendis, Retail Off Shop, Agradapatna	
Group of Olagama and Yattagoda Arrack Taverns	N. L. Peires and J. V. Fernando, Retail Off Shop, Kegalla J. M. S. Miranda and Sons, Restaurant, Kegalla F. L. Tavern, Kegalla J. M. S. Miranda, and Sons, Retail Shop, Kegalla Resthouse, Kegalla	

(1) Number of Arrack Taverns or Group of Taverns.	(2) Foreign Liquor Premises assigned.
	<i>Badulla District.</i>
Tavern No. 1, Badulla	{ Resthouse, Badulla Costa & Sons, Hotel and Bar, Badulla J. Soris & Co., Hotel and Bar, Badulla F. L. Tavern No. 2, Lower street, Central Ward No. 5, Badulla F. L. Tavern No. 2 Bazaar street, Central Ward No. 5, Badulla S. M. S. Poopalarayar, Retail Off Shop, Bazaar street, Badulla Messrs Don & Millers Co., Ltd., Retail Off Shop, Bazaar street, Badulla J. Soris and E. H. Macgregor, Retail Off Shop, 50, Lower street, Badulla
Lunugala-Bibile Group	{ The Trading and Forwarding Agency, Ltd., Lunugala Resthouse, Lunugala Resthouse, Bibile
Tavern No. 5, Haputale	{ C. R. Pieris and Miller & Co., Ltd., Retail Shop, Haputale Fred Fernando, Ratmalie Hotel, Haputale Resthouse, Haputale
	<i>Ratnapura District.</i>
Tavern No. 1, Balangoda	{ F. L. Gomez and Mrs. T. Gomez, Retail Off Shop, Balangoda Resthouse, Balangoda
	Northern Division
	NORTHERN PROVINCE
	<i>Jaffna District.</i>
Group of Arrack Taverns Nos. 1 to 3	{ S. F. X. Annasampillai, Retail Off Shop, 31, Main street Jaffna S. P. Nadarajah, The Jaffna Apothecaries Co., Retail Off, Jaffna T. Sabaratnam, F. L. Shop, Hospital road, Jaffna Mrs. A. Suppiah, Retail F. L. Shop, Main street, Jaffna Mrs. A. Suppiah, Retail F. L. Shop, Chemma street, Jaffna A. Velupillai, Retail F. L. Shop, Jaffna V. Thuraiappah, Grand Hotel and Bar, Jaffna S. Rasiah, Colombo Restaurant, Chemma street, Jaffna Resthouse, Jaffna Yalta Hotel, Jaffna
Group of Arrack Taverns Nos. 4 and 5	{ Resthouse, Chavakachcheri Resthouse, Elephant Pass
Group of Arrack Taverns Nos. 6 and 7	{ V. Vallipuram and partners, Retail F. L. Shop, Pt. Pedro Resthouse, Pt. Pedro
Group of Arrack Taverns Nos. 8 and 9.	Resthouse, Kayts.
	<i>Mannar District.</i>
Tavern No. 1, Mannar	{ F. L. Tavern, Mannar Mrs. W. P. Perera and K. Alex Perera, Retail Off Shop, Mannar Resthouse, Mannar
Tavern No. 2, Puladi, Irrakam	Resthouse, Parayanarankulam
	<i>Batticaloa District.</i>
Tavern No. 3, Koddamunna	{ Messrs. J. M. S. Miranda, J. T. Miranda, S. F. Fernando and S. E. Fernando, King's Hotel, Koddamunna K. Santiyapillai Central Hotel, Pulyantivu Mrs. S. Nadarasa, Great Eastern Hotel, Koddaimunai C. Kuruneru, Lake View Hotel, Batticaloa F. L. Tavern, Batticaloa A. B. Mathias de Silva Amarasuriya and Sivalingam Chettiyar, Retail Off Shop, Mam street, Pulyantivu Messrs J. M. S. Miranda, J. T. Miranda, S. F. Fernando and S. E. Fernando, Retail Off Shop, Central road, Pulyantivu Resthouse, Batticaloa
Tavern No. 5, Periyanelavanai	{ Excelsior Hotel and Bar, Kalmunai Resthouse, Kalmunai K. Santiapillai, Retail Off Shop, Kalmunai
Tavern No. 7, Karunkoditivu	Resthouse, Sinnamuhattuvaram
	<i>Trincomalee District.</i>
Group 1, Arrack Taverns	{ J. B. Miranda, Retail Off Shop, Dockyard street, Trincomalee Mudalyar N. Wickramaratne and T. A. M. Fernando, Maysland Hotel, Trincomalee Resthouse, Trincomalee (town) Resthouse, Kuchchaveli Resthouse, Kantalai
Tavern No. 1	
Tavern No. 3	
Tavern No. 4	
Tavern No. 5	
Tavern No. 7	
Tavern No. 8	
Group 2 Arrack Taverns	{ Resthouse, Muttur Mr. V. K. Chinniah, King's Hotel, Trincomalee Mrs. S. Pakiam & Miller & Co., Ltd., Retail Off Shop, Division No. 7, Trincomalee T. Balasubramaniam, Mansion Hotel, Trincomalee
Tavern No. 2	
Tavern No. 6	
Tavern No. 9	
Tavern No. 10	
Tavern No. 11	

(1) Number of Arrack Taverns or Group of Taverns	(2) Foreign Liquor Premises assigned
	<i>Anuradhapura District.</i>
Tavern No 1, Anuradhapura	{ Grand Hotel and Bar, Anuradhapura J D. Victor, Central Hotel, Anuradhapura J M. S. Miranda & Sons, Ltd., Retail Off Shop, Anuradhapura J. Don Victor, Retail Off Shop, Anuradhapura Railway Refreshment Room, Anuradhapura
	<i>Vavuniya District.</i>
Tavern No. 1, Mullaitivu	{ H Thathesu, Retail Off Shop, Mullaitivu Resthouse, Mullaitivu
Tavern No. 2, Mankulam	{ Resthouse, Mankulam Empire Hotel, Vavuniya
Tavern No. 3, Vavuniya	{ Resthouse, Vavuniya T. Sabaratnam, Retail Off Shop, Vavuniya
	SOUTHERN PROVINCE
	<i>Hambantota District.</i>
Tavern No. 1, Hambantota	{ Mrs. S. H. Ranaweera, Retail Off Shop, Hambantota Resthouse, Hambantota

L. D.—B. 27/38

E. C.—L. A. 195

Arrack Tavern Licence*Excise Notification No. 410*

THE Minister of Home Affairs and Rural Development has, under section 24 of the Excise Ordinance, directed that on and after October 1, 1949, no fee shall be recovered on licences for the sale of arrack by retail and that the following shall be the form and conditions of such licences.

Excise Notification No. 404 published in *Gazette* No. 9,857 of April 23, 1948, shall cease to have effect on and after October 1, 1949.

Excise C. S. 5.

Serial No. and Machine No. _____.

Hour of Opening _____
Hour of Closing _____.*Tavern Licence for the Sale of Arrack by Retail*

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

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

1. Selling Prices of Arrack.—The licensee/licensees—

- (a) shall affix in a prominent place in the tavern, so as to be clearly visible to and legible by the customers at the bar, lists printed in bold letters and figures in English, Sinhalese, and Tamil of the selling price of all kinds of arrack offered for sale, by the dram and by sealed bottles ;
- (b) shall except as hereinafter provided sell—

- (i.) arrack in bulk from the opening hour to the closing hour on each day commencing from the first day of each month and thereafter without interruption on every succeeding day until the quantity of arrack to be issued to the grantee for that month in bulk is disposed of, and such arrack shall be sold at the price or prices determined from time to time by the Excise Commissioner and published in the *Gazette*;
- (ii.) arrack in sealed bottles from the opening hour to the closing hour on each day commencing from the first day of each month and thereafter without interruption on every succeeding day until the quantity of arrack to be issued to the grantee for that month in sealed bottles is disposed of, and such arrack shall be sold at the price or prices determined from time to time by the Excise Commissioner and published in the *Gazette*.

Provided, however, the Excise Commissioner shall have power to prohibit the sale of arrack, whether in bulk or in sealed bottles, on any day.

Provided, further, that if the licensee/licensees is/are so directed by the Excise Commissioner he/they shall supply arrack in sealed bottles only to the Foreign Liquor Retail (off) and resthouse licensees specified in Schedule C of the Arrack Rent Sale Conditions or to such other licensees, who are permitted under Arrack Rent Sale Condition 23 (3) to buy arrack from the grantee,

- (c) shall not sell arrack in bulk for removal from the premises except to a foreign liquor licensee licensed to sell bulk arrack under Arrack Rent Sale Condition 23.
- (d) shall not circumvent the conditions as to rates of sale by recovering the correct rates at the tavern and by giving rebates or discounts by means of secret or open return at the tavern or any other place, of any portion of the rate so charged, either in cash, or in kind, or by coupons or in any other manner whatsoever ;
- (e) may in his/their discretion, anything to the contrary notwithstanding in condition 15 of the General Conditions applicable to all Excise Licences, refuse to sell arrack in sealed bottles even on tender of cash to any customer who does not bring an equivalent gallonage of empty bottle or bottles (calculated in the manner set out in Arrack Rent Sale Condition 11A) in replacement of the gallonage of arrack to be purchased by him in sealed bottles, but if it is nevertheless decided to sell arrack in sealed bottles to such customer, the licensee/licensees shall on no account charge such customer any sum in excess of the rates prescribed as the cost of the bottle sold in the absence of its replacement in kind, or recover or take in lieu of such excess charge for non-replacement of empty bottles any ticket or coupon or any other means of circumventing this condition.

2. Sealed Bottle Sales and Stocks.—(a) All arrack sold by the bottle on this licence shall be sold in sealed bottles bearing intact the capsule or seal of the Excise Department.

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

(b) The licensee/licensees shall at all times keep at least one dozen sealed bottles or such quantity as may be prescribed as the minimum by the Superintendent of Excise under the provisions of the General Conditions for the time being in force and applicable to all excise licences. He/they shall furthermore at all times keep at least one dozen sealed bottles of each quality of arrack on a shelf or rack hung on a wall of the tavern prominently in view of the customers at the bar : provided that if the stock of sealed bottles of any one or more qualities of arrack is at any time less than one dozen bottles, all the bottles in stock of such quality or qualities shall be kept on the shelf or rack.

(c) No arrack shall be bottled in any tavern. No corks, capsules, labels, sealing wax, seal or implement for making a seal impression or other appliances used in bottling arrack, shall be kept in the tavern.

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

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

3. Stocks of Bulk Arrack of Ordinary and Extra Special Qualities.—(a) The licensee/licensees shall at all times keep and maintain such stocks of arrack in bulk of the Ordinary quality as may be prescribed as the minimum by the Superintendent of Excise under the provisions of the General Conditions applicable to all Excise Licences for the time being in force, and shall mark on the cask or receptacle, in English, Sinhalese and Tamil, the quality of the arrack stocked therein.

(b) It shall be lawful for the Superintendent, by written notice served on the licensee/licensees of any arrack tavern, to require the licensee/licensees, within 7 days of the service, of such notice to stock and maintain stocks of arrack in bulk of the Extra Special quality in a cask or other suitable receptacle, and to mark on each such cask or receptacle, in English, Sinhalese and Tamil the quality of the arrack stocked therein. Casks or receptacles, to comply with such notice shall at all times be kept ready and clean.

(c) Any licensee/licensees, on whom a notice is served, shall comply with the requirements of the notice within the time specified therein.

(d) Casks or other receptacles for bulk arrack shall not be painted

4. Strength of Arrack : Prohibition against Adulteration of Arrack and keeping of other Liquors.—All arrack exposed or kept for sale in a tavern shall be of not below the strength prescribed for each quality by the Excise Commissioner from time to time under the provisions of arrack rent sale condition 16, as tested in compliance with Excise Notification No. 178 published in *Gazette* No. 7,654 of July 13, 1928. No water and no colouring, flavouring, or other matter whatsoever shall be added thereto.

No liquor other than arrack issued from a Government Warehouse to the licensee/licensees shall be kept in the tavern.

5. (a) Furniture, &c., in Taverns to be kept clean.—The licensee/licensees shall cause all tables and chairs provided for the use of Inspecting Officers, Rent Managers, and Accountants, to be kept scrupulously clean, and shall cause the tops of all such tables to be covered at all times with clean paper

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

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

(c) **Provision of Spittoons in Taverns.**—The licensee/licensees shall provide in his/their tavern at least three spittoons which shall be kept in a scrupulously clean and sanitary condition, and be washed daily with disinfectants.

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

7. Standard Measures and Standardized Bottles to be kept.—Standard measures approved by the Excise Commissioner, viz., 1½ drams, 1 dram, ½ dram, ¼ dram and ⅛ dram shall be kept in every tavern and shall on demand by any customer be used in measuring the arrack he has purchased.

8. Drinking Vessels to be of transparent material and to be marked.—Every drinking vessel used in a tavern shall be made of glass or of some other transparent material. The quantity of arrack which the vessel shall contain must be indicated by a horizontal line, coloured red, cut at least two inches round the circumference of such vessel and not less than one-half of an inch below the top of such vessel. The quantity and the current authorised price for such quantity must be marked clearly in bold red figures, cut into the glass or other transparent vessel, the price being marked above the centre of the cut red line, and the quantity on the opposite side, that is, on the exterior side of the vessel furthest from the price. At least two drinking vessels for each of the quantities of arrack supplied for 15 cts., 25 cts., 50 cts., 75 cts., and Re 1 marked at the current rate of sale, shall be maintained. No arrack shall be served for consumption in the premises otherwise than in a drinking vessel so marked, and filled up to such mark.

No arrack shall be served for consumption on the premises except in a drinking vessel marked as hereinbefore prescribed and filled up to the horizontal line marked in the vessel.

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

10. Accounting of Arrack.—(a) The licensee/licensees shall transport all arrack drawn by him/them at the warehouse by the shortest route to the tavern and to no other place and shall account for all arrack in the prescribed form of tavern register. He/they shall also keep separate accounts on Form Excise C. S. 1 in respect of arrack in bulk and of arrack in bottles.

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

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

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

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

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

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

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

12. The licensee/licensees shall cause his/their tavern to be opened at _____ a.m., and to be closed at _____ p.m. and no arrack shall be sold between the hour of closing and that of opening.

13. If the licensee/licensees was/were not qualified to tender under the provisions of Special Condition 6 (1) of the Arrack Rent Sale Conditions for 1949-50 and subsequent periods, the licence shall be liable to cancellation by the Government Agent.

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

_____,
Government Agent.

Counterpart Agreement

Serial No. and Machine No. _____.

Tavern Licence for the Sale of Arrack by Retail

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

Description of licensed premises : _____
Date of Expiry : _____
_____ Kachcheri,
_____ Government Agent.

I/We _____, the afore-mentioned licensee(s) for myself/ourselves, hereby agree with the Government Agent that I/we will well and truly observe and perform the terms and conditions contained in the licence (of which this is a counterfoil) to sell arrack by retail at the premises more fully described above during the official year ending September 30, 19—, subject to the following conditions to be observed by me/us the said licensee(s), viz. —

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

1. Selling Prices of Arrack.—The licensee/licensees—

- (a) shall affix in a prominent place in the tavern, so as to be clearly visible to and legible by the customers at the bar, lists printed in bold letters and figures in English, Sinhalese, and Tamil of the selling price of all kinds of arrack offered for sale, by the dram and by sealed bottles ;
- (b) shall except as hereinafter provided sell—

- (i.) arrack in bulk from the opening hour to the closing hour on each day commencing from the first day of each month and thereafter without interruption on every succeeding day until the quantity of arrack to be issued to the grantee for that month in bulk is disposed of and such arrack shall be sold at the price or prices determined from time to time by the Excise Commissioner and published in the *Gazette* ;

- (ii.) arrack in sealed bottles from the opening hour to the closing hour on each day commencing from the first day of each month and thereafter without interruption on every succeeding day until the quantity of arrack to be issued to the grantee for that month in sealed bottles is disposed of, and such arrack shall be sold at the price or prices determined from time to time by the Excise Commissioner and published in the *Gazette*.

Provided, however, the Excise Commissioner shall have power to prohibit the sale of arrack, whether in bulk or in sealed bottles on any day.

Provided, further, that if the licensee/licensees is/are so directed by the Excise Commissioner he/they shall supply arrack in sealed bottles only to the Foreign Liquor Retail (off) and resthouse licensees specified in Schedule C, of the Arrack Rent Sale Conditions or to such other licensees, who are permitted under Arrack Rent Sale Condition 23 (3) to buy arrack from the grantee,

- (c) shall not sell arrack in bulk for removal from the premises except to a foreign liquor licensee licensed to sell bulk arrack under Arrack Rent Sale Condition 23 ;
- (d) shall not circumvent the conditions as to rate of sale by recovering the correct rates at the tavern and by giving rebates or discounts by means of secret or open return at the tavern or any other place, of any portion of the rate so charged, either in cash, or in kind, or by coupons or in any other manner whatsoever ;
- (e) may in his/her discretion, anything to the contrary notwithstanding in condition 15 of the General Conditions applicable to all Excise Licences, refuse to sell arrack in sealed bottles even on tender of cash to any customer who does not bring any equivalent gallonage of empty bottle or bottles (calculated in the manner set out in Arrack Rent Sale Condition 11A) in replacement of the gallonage of arrack to be purchased by him in sealed bottles, but if it is nevertheless decided to sell arrack in sealed bottles to such customer, the licensee/licensees shall on no account charge such customer any sum in excess of the rates prescribed as the cost of the bottles sold in the absence of its replacement in kind, or recover or take in lieu of such excess charge for non-replacement of empty bottles any ticket or coupon or any other means of circumventing this condition.

2. Sealed Bottle Sales and Stocks.—(a) All arrack sold by the bottle on this licence shall be sold in sealed bottles bearing intact the capsule or seal of the Excise Department.

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

(b) The licensee/licensees shall at all times keep at least one dozen sealed bottles or such quantity as may be prescribed as the minimum by the Superintendent of Excise under the provisions of the General Conditions for the time being in force and applicable to all Excise licences. He/they shall furthermore at all times keep at least one dozen sealed bottles of each quality of arrack on a shelf or rack hung on a wall of the tavern prominently in view of the customers at the bar : provided that if the stock of sealed bottles of any one or more qualities of arrack is at any time less than one dozen bottles, all the bottles in stock of such quality or qualities shall be kept on the shelf or rack.

(c) No arrack shall be bottled in any tavern. No corks, capsules, labels, sealing wax, seal or implement for making a seal impression or other appliances used in bottling arrack shall be kept in the tavern.

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

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

3. Stocks of Bulk Arrack of Ordinary and Extra Special Qualities.—(a) The licensee/licensees shall at all times keep and maintain such stocks of arrack in bulk of the Ordinary quality as may be prescribed as the minimum by the Superintendent of Excise under the provisions of the General Conditions applicable to all Excise Licences for the time being in force and shall mark on the cask or receptacle, in English, Sinhalese and Tamil, the quality of the arrack stocked therein.

(b) It shall be lawful for the Superintendent, by written notice served on the licensee/licensees of any arrack tavern, to require the licensee/licensees, within 7 days of the service of such notice to stock and maintain stocks of arrack in bulk of the Extra Special quality in a cask or other suitable receptacle, and to mark on each such cask or receptacle in English, Sinhalese and Tamil the quality of the arrack stocked therein. Casks or receptacles to comply with such notice shall at all times be kept ready and clean.

(c) Any licensee/licensees, on whom a notice is served, shall comply with the requirements of the notice within the time specified therein.

(d) Casks or other receptacles for bulk arrack shall not be painted.

4. Strength of Arrack : Prohibition against Adulteration of Arrack and keeping of other Liquors.—All arrack exposed or kept for sale in a tavern shall be of not below the strength prescribed for each quality by the Excise Commissioner from time to time under the provisions of Arrack Rent Sale Condition 16 as tested in compliance with Excise Notification No 178 published in Gazette No. 7,654 of July 13, 1928. No water and no colouring, flavouring, or other matter whatsoever shall be added thereto.

No liquor other than arrack issued from a Government Warehouse to the licensee/licensees shall be kept in the tavern.

5. (a) Furniture, &c., in Taverns to be kept clean.—The licensee/licensees shall cause all tables and chairs provided for the use of Inspecting Officers, Rent Managers, and Accountants, to be kept scrupulously clean, and shall cause the tops of all such tables to be covered at all times with clean paper.

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

- (i.) the storage vessels and stands,
- (ii.) the drinking vessels,
- (iii.) two tables,
- (iv.) two chairs,
- (v.) authorised account books, inspection note-books, pen, ink and writing materials,
- (vi.) cash, and receptacles for its safe-keeping,
- (vii.) frames or notice boards on which the licence, the general conditions applicable to all Excise licences, and such other notices as the Excise Commissioner may require, may be exhibited,
- (viii.) one receptacle for disinfectants,
- (ix.) one stool for each authorised employee, and
- (x.) separate receptacles for clean and for dirty water for use as prescribed in General Condition No. 25 (4).

(c) Provision of Spittoons in Taverns.—The licensee/licensees shall provide in his/their tavern at least three spittoons which shall be kept in a scrupulously clean and sanitary condition, and be washed daily with disinfectants.

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

7. Standard Measures and Standardized Bottles to be kept.—Standard measures approved by the Excise Commissioner, viz., $1\frac{1}{2}$ drams, 1 dram, and $\frac{1}{2}$ dram, $\frac{1}{4}$ dram, and $\frac{1}{8}$ dram shall be kept in every tavern and shall on demand by any customer be used in measuring the arrack he has purchased.

8. Drinking Vessels to be of transparent material and to be marked.—Every drinking vessel used in a tavern shall be made of glass or of some other transparent material. The quantity of arrack which the vessel shall contain must be indicated by a horizontal line, coloured red, cut at least two inches round the circumference of such vessel and not less than one-half of an inch below the top of such vessel. The quantity and the current authorised price for such quantity must be marked clearly in bold red figures, cut into the glass or other transparent vessel, the price being marked above the centre of the cut red line, and the quantity on the opposite side, that is, on the exterior side of the vessel furthest from the price. At least two drinking vessels for each of the quantities of arrack supplied for 15 cts., 25 cts., 50 cts., 75 cts., and Re. 1 marked at the current rate of sale, shall be maintained. No arrack shall be served for consumption in the premises otherwise than in a drinking vessel so marked, and filled up to such mark.

No arrack shall be served for consumption on the premises except in a drinking vessel marked as hereinbefore prescribed and filled up to the horizontal line marked in the vessel.

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

10. Accounting of Arrack.—(a) The licensee/licensees shall transport all arrack drawn by him/them at the warehouse by the shortest route to the tavern and to no other place and shall account for all arrack in the prescribed form of tavern register. He/they shall also keep separate accounts on Form Excise C S. 1 m respect of arrack in bulk and of arrack in bottles.

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

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

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

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

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

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

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

12. The licensee/licensees shall cause his/their tavern to be opened at _____ a.m., and to be closed at _____ p.m. and no arrack shall be sold between the hour of closing and that of opening.

13. If the licensee/licensees was/were, not qualified to tender under the provisions of Special Condition 6 (1) of the Arrack Rent Sale Conditions for 1949-50 and subsequent periods, the licence shall be liable to cancellation by the Government Agent.

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

Licensee.

L. D.—B 28/38

E. C. L.—T. 219

TODDY RENT SALE CONDITIONS FOR 1949-50 AND SUBSEQUENT PERIODS

BY virtue of the powers vested in me by section 18 of the Excise Ordinance (Chapter 42), as modified by the Proclamation published in *Gazette Extraordinary* No. 9,773 of September 24, 1947, I, Tharmasothy Vatharaniam Saravanamuttu, Excise Commissioner, do hereby direct, with the approval of the Minister of Home Affairs and Rural Development, that the grant of the exclusive privilege of selling fermented toddy by retail within any local area, during the period commencing on October 1, 1949, and ending on September 30, 1950, and subsequent periods shall until further notice be subject—

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

Office of the Excise Commissioner,
Colombo March 19, 1949.

T. V. SARAVANAMUTTU,
Excise Commissioner.

SPECIAL CONDITIONS**1 (1) Periods of Privilege.—**

(a) The privilege shall be granted—

- (i) for the period commencing on July 1 of any one year and ending on June 30 of the next succeeding year, in respect of all toddy taverns in the Mannar District of the Northern Province, in the Vavuniya District of the Northern Province, and in the Eastern Province (except in the case of Alampil, Valayanmadam, Kanagarayankulam, and Kursuddakulam taverns in the Vavuniya District of the Northern Province); and
- (ii) for the period commencing on October 1 of any one year and ending on September 30 of the next succeeding year, in respect of all toddy taverns in other Provinces, or for any shorter period within these twelve months, on application by way of tender in the form or by auction in the manner prescribed in these conditions

(b) In the case of Alampil, Valayanmadam, Kanagarayankulam and Kursuddakulam toddy taverns in the Vavuniya District of the Northern Province the privilege shall be granted for the period commencing on March 1 of any one year and ending on September 30 of the same year, or for any shorter period within these seven months on application as aforesaid.

(2) Areas for which Privilege granted.—

The privilege may be granted for the local area of an individual tavern, or for the respective local areas of each tavern in a group of taverns, as the Government Agent may decide

2 Tapping areas, and Number of Trees allowed for Tapping.—

(1) Tapping areas, particulars of which may be obtained from the Superintendent of Excise of each Circle, will be allotted for all taverns other than those situated within the limits of the Colombo Municipality or in the Chilaw District, and licences to tap trees outside the tapping area allotted to a tavern will not be issued without the sanction of the Excise Commissioner previously obtained in writing.

(2) The number of trees that will be allowed to be licensed for tapping will be estimated on the basis of the previous period's sale figures, with due regard to the likely increase or decrease of sales.

(3) Trees situated even within the tapping areas allotted are liable to be disallowed on the ground of inaccessibility, distance from one another, situation in relation to places of worship, or of cemeteries, or of illicit consumption or sale, or for other similar reasons. The final arrangements for the lease of the trees should therefore be made only after the topes specified in the application are approved by the Superintendent of Excise

3. Tender Form.—

Every tender shall be made on the form set out hereunder. Forms may be obtained from the offices indicated in the sale notice.

4. Tender Deposit.—

(1) The Government Agent may, if he considers it necessary, require the deposit of a sum not exceeding Rupees Five hundred (Rs. 500) by the tenderer in respect of each tender.

(2) Every tender shall be accompanied by a Kachcheri receipt acknowledging the deposit of the sum required by the Government Agent under the foregoing paragraph of this condition, and the number and date of the receipt shall be entered on the face of the tender form.

5 Prohibition of Tenders by Agents or of more than one tender by any Person —

(1) Every tender or bid shall be made by the tenderer or bidder in his own name. No tender or bid, made through an agent, will be accepted.

(2) No person shall send in more than one tender for any one tavern or group of taverns.

6. Disqualifications against Acceptance of Tenders; Acceptance null and void —

(1) No tender will be accepted from any person—

- (a) whose name appears on the list of defaulting contractors, or on the list of defaulters in respect of any kind of Excise licence or of toll rents, or on the list of persons precluded for other reasons from having any concern in any Government rent or contract; or
- (b) whose name is on the Excise register of offenders; or
- (c) who is a registered criminal within the meaning of the Prevention of Crimes Ordinance, or who has been convicted of any grave crime or of any Excise offence; or
- (d) who at any time held a licence which has been cancelled under section 26 of the Excise Ordinance.

(2) If any tender of any such person has been accepted the Government Agent may in his sole discretion cancel the acceptance at any time during the period of the privilege, and shall communicate his order of cancellation to the grantee. On the making of any such order of cancellation, the original acceptance shall become null and void.

7. Delivery of Tenders.—

(1) Every tender shall be placed in a sealed envelope, on the top left-hand corner of which shall be clearly marked the name of the tavern in respect of which the tender is made and its number on the list of sanctioned taverns, or the designation of the group of taverns in respect of which the tender is made as given in the notice calling for tenders, as the case may be.

(2) Every sealed envelope containing a tender shall—

- (a) be deposited in the Kachcheri tender box; or
- (b) be handed to the Government Agent or to his Assistant; or
- (c) be sent by registered post addressed to the Government Agent so as to reach the Kachcheri, before the time fixed for closing the tenders.

(1) Power of rejection of Tender.—

The Government Agent may in his discretion reject any or all of the tenders received; and in the event of his so rejecting all tenders, he may call for tenders again or put up the privilege, either at once or after further notice, for sale by auction.

(2) Restriction of Bidding at Auction—

At such auction no person shall be allowed to bid, unless he shall have either—

- (a) submitted a tender accompanied by the Kachoheri receipt prescribed in condition 4, whether such tender be for the particular privilege to be auctioned or for any other privilege; or,
- (b) produced the receipt prescribed in condition 4, notwithstanding his failure to submit a tender for the particular privilege to be auctioned or for any other privilege.

Provided that no person who is duly declared the purchaser of any privilege, whether by way of tender or of auction shall use or be permitted to use the same receipt for the purpose of a tender or a bid for any other privilege, until he has completed in respect of the privilege already granted to him the steps prescribed hereinafter in condition 9 (1) (a).

(3) Power of Rejection of Bid.—

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

(4) Procedure after Rejection of all Bids.—

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

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

(5) Procedure after Rejection of further Bids.—

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

(1) (a) Security Deposit.—

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

(b) Signing of Bond—

The grantee shall also within fourteen days of his being declared to be the purchaser of the privilege enter into a bond on Form General 112 with the Government Agent for the full amount for which he has purchased it, and he shall specially hypothecate by such bond the said security deposit

(c) Consequences of Breach of Condition of Bond—

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

(2) Banking of Security Deposit.—

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

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

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

(4) Registered Postal Address.—

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

10. Failure to complete Purchase of Privilege—

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

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

The grantee shall not acquire or hold any share or any interests, whether direct or indirect—

(a) within the local area to which the privilege of selling toddy relates—

- (i) in the sale of arrack, or
- (ii) in the purchase of any privilege of selling arrack, or
- (iii) in the sale of foreign liquor, or
- (iv) in the purchase of any privilege of selling foreign liquor, or

(b) within the Revenue District to which the privilege of selling toddy relates, in any toddy estate canteen.**12. (1) Opening of Tavern on due Date and Approval of Site.—**

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

(2) *Obtaining of Licences for Sale of Toddy* —

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

13. (1) *Application for Licensing of Trees*.—

The grantee shall, at least twenty-one days before the date on which the privilege commences to run, furnish to the Superintendent of Excise an application on the prescribed form, showing the numbers and the situation of the trees which he proposes to tap for the supply of fermented toddy for sale at each tavern, and the situation and numbers of the collecting stations for toddy which he proposes to establish; and no trees shall be tapped or toddy drawn in pursuance of this privilege otherwise than under cover of a tapping licence setting forth the numbers and the situation of such trees, the name of the drawer, the name of the owner or possessor of such trees, and the tavern for which the fermented toddy is intended.

(2) *Licences for Additional Trees*.—

Any application for a licence to tap additional trees for any tavern shall be made to the Superintendent of Excise in like manner three weeks before the grantee intends to commence the tapping of such trees.

(3) *Tapping Areas for Taverns*.—

Except in cases where the Excise Commissioner's previous sanction has been obtained in writing the Superintendent of Excise will not issue any licence to tap any tree situated outside the tapping area allotted to that tavern.

(4) *Power to refuse or cancel Licences*.—

Subject to appeal to the Excise Commissioner, whose decision shall be final, the Superintendent of Excise shall have power to refuse any application for a licence to tap additional trees for any tavern, and to cancel any tapping licence, the continuance of which appears to him to be unnecessary or open to objection.

(5) *Special Temporary Licences*.—

Special licences for tapping and drawing fermented toddy from trees already tapped for sweet (unfermented) toddy will be allowed in order to meet a temporary special demand for festivals and such other contingencies for any period not exceeding two weeks duration, provided however that such special licences will not be granted in respect of trees tapped for sweet toddy in dry areas.

14. (1) (a) *Marking of Trees*.—

The grantee shall not—
 permit any tree to be tapped or toddy to be drawn from any tree for the supply of fermented toddy for sale at any tavern, unless such tree has first been marked for the purpose in the manner prescribed by the Excise Commissioner; or

(b) *Transport Passes*.—

permit any toddy to be transported to any tavern otherwise than under cover of a pass issued to him under the hand of the Superintendent of Excise, and setting forth the name of the person who is to transport the toddy.

(2) *Separate Pass for each Carrier*.—

The grantee shall obtain separate passes for the transport of toddy by pingo carrier from the tree tope to the tavern or collecting station and for its transport by cart, lorry, or other vehicle from the collecting station to the tavern, and shall deliver the appropriate pass to such pingo carrier or to the person in charge of such cart, lorry, or other vehicle.

(3) *Separate Passes for each Person handling Toddy*.—

The grantee shall obtain a separate pass for each person employed in collecting or otherwise handling toddy at topes, collecting stations, or taverns.

15. *Establishment of Collecting Stations*.—

If toddy is to be transported in pursuance of this privilege by motor vehicle, cart, or railway, the grantee shall establish collecting stations on a road suitable for use by all motor traffic in places approved by the Superintendent of Excise, and shall obtain licences for such collecting stations. The grantee shall be bound by and conform to the conditions prescribed in the notifications relating to such collecting stations.

16. (1) *Vinegar Licence*.—

If the grantee wishes to make vinegar from surplus toddy, he may apply for a vinegar licence to the Government Agent, who shall however have full discretion to refuse to issue such licence.

(2) *Vinegar Store to be approved and Accounts kept* —

If a licence to make vinegar from surplus toddy has been issued to the grantee, he shall store such vinegar in premises approved by the Government Agent, and shall keep a true account in the form prescribed by the Excise Commissioner of all toddy converted into vinegar, and of all sales of vinegar.

(3) *Inspection by Excise Officers*.—

The grantee shall cause such vinegar store to be opened for inspection at the request of any Excise Officer not below the rank of Inspector, and shall produce the accounts kept therein whenever called upon to do so.

17. *Bottling of Toddy*.—

(a) The Excise Commissioner may, in his absolute discretion, issue or authorize the issue of a licence to—

(i) any grantee to bottle toddy at duly approved premises other than premises licensed for the retail sale of liquor and to sell such bottled toddy by retail at his toddy tavern or taverns, and by wholesale at his bottling premises to any other grantee for retail sale by such other grantee only at such other grantee's tavern or taverns, or

(ii) any other person to bottle toddy at duly approved premises as aforesaid and to sell by wholesale at such premises such bottled toddy only to renters of toddy taverns for retail sale by such renters at their licensed taverns under the provisions of Excise Notifications Nos. 344 and 345 published in *Gazette* No. 8,448 of April 28, 1939, as amended by any subsequent Notification.

(iii) any foreign liquor licensee approved by him, in the local area of a toddy tavern, to sell by retail, bottled toddy obtained from that toddy tavern.

(b) No bottled toddy shall be transported to a toddy tavern for sale thereat except under a pass issued by the Assistant Commissioner of Excise.

(c) The sale of bottled toddy at a tavern shall be under the same restrictions and regulations to which the retail sale of ordinary toddy in bulk is subject.

18. (1) *Payment of Rent*.—

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

(2) *Due date of Instalments*.—

The first instalment of rent shall be deemed to be due and payable on the last day of the month preceding the commencement of the period of the privilege as in condition 1, and the succeeding instalments shall be deemed to be severally due and payable on the last day of each succeeding month: Provided, however, that if any such day is a Sunday or a public holiday, the instalment of rent due and payable on such day shall be deemed to be due and payable on the day next following, which is not itself a public holiday or a Sunday, as the case may be. Every instalment of rent shall be tendered at the Kachcheri Shroff's counter before 3 p.m. on a week day other than a Saturday or before 12 noon on a Saturday.

(3) Interest and Penalty.—

Interest at the rate of 9 per centum per annum shall be payable in respect of all arrears of rent. The payment of interest shall not be deemed to prejudice or affect the powers which may be exercised by the Government Agent under section 53 of the Ordinance in any case in which the licence issued to the grantee is liable to be cancelled under section 26.

19. (1) Payments not valid without Kachcheri Receipt.—

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

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

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

20. Limit of Sale and Transport.—

The limit of sale by retail with respect to the whole Island and as regards purchasers generally shall be one-third of an imperial gallon, and no toddy in excess of that quantity shall be removed by the grantee or sold at any one time to any person except on a valid permit or pass.

21. Prohibition of Possession of Toddy in certain Dry Areas.—

The transport or possession of toddy in any quantity whatsoever is entirely prohibited within the areas specified in Exoise Notification No. 261 published in *Gazette* No. 8,046 of May 4, 1934, as amended by Exoise Notification No. 323 published in *Gazette* No. 8,301 of July 9, 1937, except under a pass or permit granted in accordance therewith.

22. Grantee responsible for Agents' Acts —

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

23. Non-transferability of Privilege.—

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

24. (1) (a) Cancellation of Licences and Privilege for Non-payment of Rent, &c.—

If any instalment or part of any instalment of the purchase money or rent, or any duty, fee, composition fee, or other sum due to the Crown from the grantee, in respect of the grant or of the licence issued to him, remains unpaid, after the date on which it becomes due and payable, the grantee shall be deemed to have committed a breach of these conditions and of the conditions of the licence issued to him, and the Government Agent shall accordingly have power, without further process of law, either (1) to suspend or cancel the licence or licences issued to the grantee in pursuance of the provisions of section 26 of the Excise Ordinance, or (2) to take the licence or grant under management at the risk of the grantee, or to declare the licence or grant forfeited and reissue or resell it at the risk and loss of the grantee in pursuance of the provisions of section 30 of the said Ordinance.

This condition does not in any way affect the Government Agent's powers to confiscate the security deposit in pursuance of the provisions of condition 9 above.

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

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

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

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

(3) No Remission of Rent.—

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

(4) No Compensation of Losses.—

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

- (a) whether on account of any closing of the tavern or taverns during the passage of troops, or during the encampment of troops in the vicinity of the tavern or taverns, or during the holding of any poll; or
- (b) whether on account of any closing of the tavern or taverns during any riot or civil disturbance or breach of the peace or during the apprehension of any riot or civil disturbance or breach of the peace; or
- (c) whether on account of any closing of the tavern or taverns by reason of such tavern or taverns being situated within or in the vicinity of an area declared to be a diseased locality; or
- (d) whether on account of the opening of any new arrack, or foreign liquor tavern or estate canteen for arrack or toddy or foreign liquor, or any new foreign or country liquor premises of any other description licensed after the sale of the privilege under these conditions; or
- (e) whether on account of the manufacture and drawing of fermented toddy on special licences issued by the Assistant Commissioner for bona fide domestic consumption on medical grounds, and not for sale; or
- (f) whether on account of the manufacture and drawing of fermented toddy within the local area or areas of the privilege hereby granted for supply to licensed manufactories in which toddy is used in the process of manufacture; or
- (g) whether on account of the unrestricted tapping, manufacture and drawing of sweet toddy without any licence or permit; or
- (h) whether on account of the issue of a licence for bottling and sale of bottled toddy to any other grantee or person or on account of the grantee's inability to make satisfactory arrangements with any such bottling licensee for the supply of bottled toddy to his tavern or on account of the breach by any such licensee of any of the conditions of his licence for bottling and sale of bottled toddy; or on account of the refusal of any of the Excise Commissioner to issue licences under the provisions of condition 17 (a) (m) above; or
- (i) whether on account of the issue of licences for the manufacture and/or sale of other liquors within the local area or areas for which the privilege is granted; or
- (j) through any other cause whatsoever.

25. Termination of Privilege.—

The privilege shall terminate on (a) the expiry of the term for which it is granted, (b) the death of the grantee, or (c) a breach of any of the conditions governing it: Provided that in the event of the death of the grantee, the Government Agent may, in his discretion, permit the legal heirs or the Administrator of the estate of the grantee, to continue the privilege till the expiry of the term for which it is granted.

26. No Surrender of Licence.—

The licence or licences referred to in condition 12 (2) above, being issued free of charge in pursuance of section 18 (2) of the Excise Ordinance to implement the contract between the Crown and the grantee, shall not be surrendered by the grantee under section 28 of the said Ordinance, except with the approval of the Government Agent previously obtained in writing.

GOVERNMENT OF CEYLON
TODDY RENT TENDER FORM
(Condition 3)

Tender for the purchase of the exclusive privilege of selling fermented toddy by retail within the local area/areas of _____ in the _____ district.

To the Assistant/Government Agent _____.

I/We, the undersigned, hereby tender the sum of Rupees _____ only for the purchase of the exclusive privilege of selling fermented toddy by retail within the above-mentioned local area/areas for the period of one year from _____ to _____ in accordance with your advertisement dated _____.

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

I/We hereby declare that I/We am/are not disqualified under any of the provisions of Special Condition 6 (1) of the Toddy Rent Sale Conditions for 1949-50 and subsequent periods.

Witnesses :

Signature . _____
Address : _____.

REVERSE SIDE OF TENDER FORM

Notes

1. A deposit receipt of Rs. _____ is to be annexed to this tender. No tender unaccompanied by a deposit receipt will be accepted. The deposit of Rs. _____ will, subject to the provisions of Toddy Rent Sale Condition No. 10, be refunded.

2. This form must be enclosed in a sealed envelope bearing on its left-hand top corner the name and number of the toddy tavern concerned and must be deposited in the Kachcheri tender box or handed to the Government Agent or to the Office Assistant or posted by registered post in time for delivery at the Kachcheri before the time fixed for closing tenders.

3. A separate form must be used in respect of each tavern, or when taverns are sold in groups, of each such group.

AGREEMENT

(Condition 9 (1) (a))

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

Witnesses : _____.

Grantee(s) : _____.

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

Government Agent.

ADDRESS FOR NOTICES

(Condition 9 (4))

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

Witnesses : _____.

Grantee(s) : _____

List of Foreign Liquor Premises approved for the Sale of Bottled Toddy (*vide* Condition 17 (a) (III))

(1) Number of Toddy Tavern or Group of Taverns.	(2) Foreign Liquor Premises assigned.
	Western Division <i>Colombo Municipality</i>
Tavern No. 3	Grand Oriental Hotel and Bar, 2, York street, Fort Bristol Hotel and Bar, 91, York street, Fort Hotel Metropole, Hotel and Bar, 30, Queen street, Fort Globe Hotel and Bar, 25, Baillie street, Fort Dominion Hotel and Bar, 23, Upper Chatham street, Fort Brown's Hotel and Bar, 57, Hospital street, Fort Lord Nelson Hotel and Bar, 93, Chatham street, Fort Ratnagiri Hotel, 45, 47 and 49, Canal Row, Fort British India Hotel and Bar, 13, Baillie street, Fort Cargills, Ltd., Retail Off, 45-49, Baillie street, 34/50, York street, Fort Brodie & Co., Ltd., Retail Off, 19, Upper Chatham street, Fort Millers, Ltd., Retail Off, 68 and 70, York street, Fort Colombo Apothecaries Co., Ltd., Retail Off, 34-37, Prince street, Fort A. P., V. & E. Casiechitty, Retail Off, 98, York street, Fort Darley Butler & Co., Ltd., Retail Off, 69, Queen street, Fort Ceylon Trading Co., Ltd., Retail Off, Australia building, Fort F. L. Tavern No. 1, Royal Bar, 126, York street, Fort Negiris & Co., Negiris Building, York street, Fort Mrs. A. Bastianpulle, Retail Off Shop, Main street, Pettah Mrs. A. Suppiah, Retail Off Shop, Main street, Pettah J. R. Peter, Retail Off Shop, Main street, Pettah J. M. S. Miranda, Retail Off Shop, Main street, Pettah Mrs. D. B. Wijetunge and B. D. S. Wijetunge, Retail Off Shop, 4th Cross street, Pettah J. P. A. de Mel, Retail Off Shop, Main street, Pettah A. P. Casiechitty, Retail Off Shop, 4th Cross street, Pettah A. S. F. Wijegunaratne and A. G. S. Wijegunaratne, Retail Off Shop, Prince street, Pettah R. A. Fernando, Retail Off Shop, Norris road, Pettah S. Costa and A. P. Casie Chitty, Retail Off Shop, Norris road, Pettah J. M. S. Miranda, Retail Off Shop, Norris road, Pettah J. A. D. Victoria and J. S. Victoria, Retail Off Shop, 1st Cross street, Pettah F. L. Tavern No. 2, 1st Cross street, Pettah F. L. Tavern No. 3, Main street, Pettah Metropolitan Hotel and Bar, Keyzer street, Pettah New Colonial Hotel and Bar, Norris road, Pettah Prince of Wales Hotel and Bar, 1st Cross street, Pettah Victoria Hotel and Bar, Norris road, Pettah Victor Restaurant, Main street, Pettah Richmond Restaurant, 4th Cross street, Pettah Union Restaurant, 5th Cross street, Pettah Victoria Restaurant, Norris road, Pettah V. Kailasapillai, Retail Off Shop, 4th Cross street, Pettah Criterion Restaurant, 5th Cross street, Pettah
Tavern No. 4	
Do. 5	
Do. 6	

(1)	(2)
Number of Toddy Tavern or Group of Taverns.	Foreign Liquor Premises assigned.
Tavern No. 7 Do. 8	<ul style="list-style-type: none"> J. M. S. Miranda, Retail Off Shop, Chekku street A. E. J. Casiechitty, Retail Off Shop, Jampettah street F. L. Tavern No. 6, Jampettah street F. L. Tavern No. 4, Main street F. L. Tavern No. 5, Wolfendahl street Imperial Restaurant, St. John's road City Restaurant, Jampettah street
Tavern No. 9 Do. 10	<ul style="list-style-type: none"> Mrs. A. Suppiah, Retail Off Shop, Skinner's road north M. G. Fernando and J. M. Britto, Retail Off Shop, Skinner's road north
Do. 11	<ul style="list-style-type: none"> Dockland Hotel and Bar, Mutwal F. L. Tavern No. 7, Mutwal street, Mutwal
Tavern No. 12 Do. 13	<ul style="list-style-type: none"> National Restaurant, Grandpass F. L. Tavern No. 8, Grandpass
Tavern No. 1 Do. 2	<ul style="list-style-type: none"> Galle Face Hotel and Bar, Colpetty Lee Hedges & Co., F. L. Retail, Lee Hedges Building, Colpetty Castle Hotel and Bar, Ingham street, Slave Island Hotel de L'Universe and Bar, Slave Island Polski Hotel and Bar, Slave Island Liptons, Ltd., Retail Off Shop, Union Place, Slave Island Carson Cumberbatch & Co., Retail Off Shop, 57, Kew Passage, Slave Island Mrs. J. N. Miranda, Retail Off Shop, 44, Union Place, Slave Island Dodwell & Co., Retail Off Shop, Glennie street, Slave Island Cargills, Ltd., Retail Off Shop, Turret road, Colpetty The Orient Club, Cambridge place Princes Restaurant, Colpetty J. A. D. Victoria and J. S. Victoria, Retail Off Shop, Colpetty J. A. D. Victoria and J. S. Victoria, Retail Off Shop, 293, Galle road, Colpetty National Restaurant, 34, Parsons road The Golden Dawn Club, Turret road, Colpetty M. Ramanathapillai, Retail Off, 131, Shorts road, Slave Island G. Paul Rasyah, Retail Off, 19, Riffe street, Slave Island Donovan Andree, Silver Fawn Club, Union Place

Colombo District (outside Municipality)

32. Kanuwana	<ul style="list-style-type: none"> Mr. A. P. Casiechetty, F. L. Restaurant, Ja-ela
33. Welgampitiya	<ul style="list-style-type: none"> Mr. A. P. Casiechetty, Retail Off Shop, Ja-ela Resthouse, Ja-ela
37. Kamachchoda	<ul style="list-style-type: none"> Coronation Hotel and Bar, Negombo Messrs. Fernando & Fernando, Restaurant, Negombo Messrs. Fernando & Fernando, Retail Off Shop, Negombo Messrs. P. G. Gomez & Co, Retail Off Shop, Negombo Resthouse, Negombo (new) Resthouse, Negombo (old)
38. Bolawalana	<ul style="list-style-type: none"> F. L. Tavern, Green road, Negombo

Chilaw District.

Taverns Nos. 7 and 8 of Group I., Chilaw	<ul style="list-style-type: none"> L. Gomez, Retail Off, Chilaw A. L. Morais, Retail Off, Chilaw F. L. Tavern 1, Chilaw F. L. Tavern 2, Chilaw Resthouse, Chilaw
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Central Division

Kandy District

1. Watapuluwa	<ul style="list-style-type: none"> Queen's Hotel and Bar, Kandy Susse Hotel and Bar, Kandy Castle Hotel and Bar, Kandy Royal Hotel and Bar, Kandy Empire Hotel and Bar, Kandy King's Hotel and Bar, Kandy Victory Hotel and Bar, Kandy F. L. Tavern, Ward street, Kandy F. L. Tavern, Trincomalee street, Kandy A. X. Fernando and J. P. A. de Mel, F. L. Retail Shop, Trincomalee street, Kandy S. Costa and A. P. Cassie Chitty, F. L. Retail Off Shop, Ward street, Kandy Messrs. Miller & Co., Retail Off, Kandy Messrs. Cargills, Ltd., Retail Off, Kandy The Green Cafe, F. L. Restaurant, Kandy Savoy Hotel, Kandy
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(1)	(2)
Number of Toddy Tavern or Group of Taverns.	Foreign Liquor Promises assigned.
11. Pussellawa	.. { F. L. Tavern, Pussollawa O. Don Wilfred, Retail Off, Pussollawa
	<i>Nuwara Eliya District</i>
6. Padiyapelelle	.. T. L. Jussey Perera and K. T. de Silva, Retail Off, Padiyapelelle
	<i>Badulla District</i>
1. Badulla	.. { F. L. Tavern No. 2, Badulla F. L. Tavern No. 3 Bazaar street, Badulla S. M. S. Poopalarayar, Retail Off, Bazaar street, Badulla E. H. Macgregor & Jacob Sons, Retail Shop, Lower street, Badulla C. Don & Miller, Ltd., Bazaar street, Badulla Uva Hotel and Bar, Badulla Castle Hotel and Bar, Badulla Resthouse, Badulla
9. Lunugala	.. { Trading and Forwarding Agency, Ltd., Retail Off Shop, Lunugala Resthouse, Lunugala
	<i>Ratnapura District</i>
1. Balangoda	.. Gomez & Co., F. L. Retail Shop, Balangoda
	Northern Division
	<i>Anuradhapura District</i>
1. Anuradhapura	.. { Grand Hotel and Bar, Anuradhapura J. D. Victor, Central Hotel, Anuradhapura J. M. S. Miranda & Sons, Retail Off Shop, Anuradhapura J. Don Victor, Retail Off Shop, Anuradhapura Railway Refreshment Room, Anuradhapura
	<i>Trincomalee District</i>
1. Villundy 2. Uppuveli 3. Sampaltivu 6. Tekiluttu	Group I. .. { T. Balasubramaniam, Mansion Hotel, Trincomalee Mrs. S. Pakkiam and Miller & Co., Ltd., Retail Off Shop, Division No. 7, Trincomalee J. B. & S. S. Miranda, Retail Off Shop, Dockyard street, Trincomalee Mudaliyar N. Wickramaratna and T. A. M. Fernando, Maysland Hotel, Trincomalee Mr. V. K. Chinniah, Kings Hotel, Trincomalee Resthouse, Trincomalee (town)
4. Nilaveli	.. Resthouse, Kuchchaveli
8. Puthupudiyiruppu	.. Resthouse, Kantalai
9. Muthur	.. Resthouse, Muthur
	<i>Batticaloa District</i>
2. Koddaimunai 3. Chatturukundan	.. { C. Kuruneru, Lake View Hotel, Batticaloa Mrs. J. I. Fernando, Hotel, Koddaimunai K. Santiapillai, Hotel, Pulyantivu Mrs. C. Nadarasa, Hotel and Bar, Koddaimunai Lake View Hotel, Batticaloa Foreign Liquor Tavern, Batticaloa A. B. Mathias de Silva Amarasuriya and Sivalangam Chettiyar, Retail Off Shop, Main street, Pulyantivu Mrs. J. I. Fernando, Retail Off Shop, Central road, Pulyantivu Resthouse, Batticaloa
8. Kalmunai	.. { Excelsior Hotel and Bar, Kalmunai Resthouse, Kalmunai Mrs K. Santapillai, Retail Off Shop, Kalmunai
9. Karaitivu	.. Resthouse, Sinnamuhattuvaram
	<i>Mannar District</i>
1. Parangitotam	.. { Foreign Liquor Tavern, Mannar Mrs. W. P. Perera and K. Alex Perera, Retail Off Shop, Mannar Resthouse, Mannar
	<i>Vavuniya District</i>
1. Vadduvakallu	.. { H. Thatthesu, Retail Off Shop, Mullattivu Resthouse, Mullattivu
10. Kanagarayankulam	.. Resthouse, Mankulam
11. Vavuniya	.. { Resthouse, Vavuniya Empire Hotel, Vavuniya T. Sabaratnam, Retail Off Shop, Vavuniya
	Southern Division
	<i>Kalutara District</i>
1. Alutgama	.. Mr. & Mrs. K. John de Silva, Foreign Liquor Retail Off Shop, Alutgama
	<i>Hambantota District</i>
1. Hambantota	.. { Mrs. S. H. Ranaweera, Retail off Shop, Hambantota Resthouse, Hambantota

L. D.—B. 28/38.

E. C.—L. T. 219.

TODDY TAVERN LICENCE

Excise Notification No. 411

IT is hereby notified that the Minister of Home Affairs and Rural Development has, under section 24 of the Excise Ordinance (Chapter 42), as modified by the Proclamation published in *Gazette Extraordinary* No. 9,773 of September 24, 1947, directed that—

- (1) no fee shall be paid in respect of licences for the sale of toddy by retail;
- (2) that every such licence shall from October 1, 1949, until further notice, be in the form and subject to the conditions specified in the Schedule hereto; and
- (3) that Excise Notification No. 330 published in *Gazette* No. 8,368 of May 11, 1938, shall cease to have effect on October 1, 1949.

Colombo, 19, March 1949.

R. S. V. POULIER,
Permanent Secretary,
Ministry of Home Affairs and Rural Development.

Schedule

Excise T. 15

Serial No. _____ and Machine No. _____

Hour of opening _____

Hour of closing : _____

Tavern Licences for the Sale of Toddy by Retail.

_____ of _____ is/are hereby licensed under the provisions of the Excise Ordinance (Chapter 42), to sell toddy by retail at the premises more fully described below during the official year ending September 30, 19____, subject to—

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

1. *Accounting of Toddy received.*—

The licensee/licensees shall keep in his/their tavern a register in the form T 22, and shall cause to be entered therein the quantity of toddy received from each collecting station or tapping garden. Every Collecting Station shall be designated in such register by its number and by its name.

2. *Filing of Advice Note for each Consignment.*—

The advice note, accompanying each consignment of toddy forwarded to the tavern from a Collecting Station, shall be filed in the tavern, until ordered to be destroyed by an Excise Officer not below the rank of Inspector.

3. (1) (a) *Furniture, &c., in taverns to be kept clean.*—

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

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

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

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

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

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

(2) *Sanitary Requirements for Taverns in Municipal Areas.*—

If his/their tavern is situated within any Municipality or the administrative limits of any Urban Council, the licensee/licensees shall further—

- (a) provide a water tap where a water service is available and cause the floor of the tavern and all utensils used in the tavern to be washed at frequent intervals;
- (b) provide—
 - (i) A cement floor sloping to one side of the building in the direction of the drain hereinafter referred to; the cement floor shall always be kept in good repair by the licensee to prevent the stagnation of water;
 - (ii) A drain on one side of the building, so designed as to carry away washings from the floor;
 - (iii) A screen for such drain, so designed as to prevent any solid bodies from gaining access to the sewer;
 - (iv) Stands for all vessels used on the premises, not less than one foot in height and so constructed as to permit of the floor being scrubbed under them;
- (c) cause the walls of the taverns to be lined with approved glazed tiles to a height of six feet from the level of the floor and to be washed at least once daily, and
- (d) cause the top of the counter to be covered with approved glazed tiles, and provide it with wooden supports, and cause such tiles and such supports to be kept scrupulously clean.

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

- (1) The licensee/licensees shall cause all the proceeds of any one day's sale of toddy to be removed from the tavern between the closing hour on that day and the opening hour on the following day, but before such removal of the proceeds the licensee/licensees shall cause all the accounts for the day to be duly entered in the books required to be kept at the tavern.
- (2) He/they shall not permit any money other than the proceeds of the sale of toddy to be kept in the tavern.

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

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

5. *Keeping of Accounts.*—

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

6. *Toddy from Marked Trees only to be sold.*—

The licensee/licensees shall not, otherwise than with the written authority of the Assistant Commissioner of Excise-keep, offer for sale, or sell in his/their tavern any toddy other than toddy drawn from trees licensed and marked for that tavern.

7. *Stale Toddy.*—

The licensee/licensees shall not keep any stale toddy, that is to say, toddy containing more than 0·6 per cent. of acid (other than carbonic acid) calculated as acetic acid, in his/their tavern. Any Excise Officer not below the rank of Inspector shall have power to order the destruction or removal to a distillery or licensed vinegar store of any stale toddy, and the licensee/licensees shall cause such order to be carried out immediately.

8. *Inspection by Excise Officers.*—

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

9. *Selling Price of Toddy.*—

(1) No toddy shall be sold at a tavern at a less price per gallon (or proportionately in respect of any smaller quantity) than that prescribed in the following scale:—

	Per Gallon
	Rs. c.
If the tavern is situated in the Northern or Eastern Province	0 48
If the tavern is situated in the distillery area	0 48
If the tavern is situated in any other province	0 84

(2) (a) At or before the opening hour of the tavern each day, the selling price per gallon (or proportionately in respect of any smaller quantity) shall be fixed for that day, and shall be entered in the appropriate column in the form of Toddy Tavern Account of Daily Transactions (Form Excise T 5);

(b) The selling price so fixed for any day shall not be varied during the course of that day.

10. *Opening and Closing Hours.*—

The licensee/licensees shall cause his/their tavern to be opened at _____ a.m., and to be closed at _____ p.m., and no toddy shall be sold between the hour of closing and that opening.

11. *Employment of Managers, &c.*—

The licensee/licensees shall not employ as manager, tope manager, or Collecting Station Manager, any person who is a registered criminal within the meaning of the Prevention of Crimes Ordinance, No 2 of 1926, or any notorious illicit-seller, and shall forthwith cease to employ any person the employment or further employment of whom is not approved by the Superintendent of Excise.

Dated the _____ day of _____ 19____.

Description of Licensed premises.

_____ Kachcheri.

_____ Government Agent

COUNTER PART AGREEMENT

Serial No. _____ and Machine No. : _____.

Tavern Licence for the Sale of Toddy by Retail

Name of Licensee/Licensees : _____

Date of Issue : _____ 19____.

Date of expiry : _____ 19____.

Stamp of 50 cents

_____ Kachcheri,
Government Agent.

I/We, _____ the afore-mentioned licensee(s) for myself/ourselves, hereby agree with the Government Agent that I/we will well and truly observe and perform the terms and conditions contained in the licence (of which this is a counterfoil) to sell toddy by retail at the premises more fully described above, during the official year ending September 30, 19____, Subject to the following conditions to be observed by me/us the said licensee(s), viz. :—

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

1. *Accounting of Toddy received.*—

The licensee/licensees shall keep in his/their tavern a register in the form T 22, and shall cause to be entered therein the quantity of toddy received from each collecting station or tapping garden. Every collecting station shall be designated in such register by its number and by its name.

2. *Filing of Advice Note for each Consignment.*—

The advice note, accompanying each consignment of toddy forwarded to the tavern from a Collecting Station, shall be filed in the tavern, until order to be destroyed by an Excise Officer not below the rank of Inspector.

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

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

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

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

- (i) The storage vessels, dip rods and stands,
- (u) The drinking vessels,
- (iii) Two tables,

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

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

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

(2) *Sanitary Requirements for Taverns in Municipal Areas.*—

If his/their tavern is situated within any Municipality or the administrative limits of any Urban Council, the licensee/licensees shall further—

- (a) provide a water tap where a water service is available and cause the floor of the tavern and all utensils used in the tavern to be washed at frequent intervals;
- (b) provide—
 - (i) A cement floor sloping to one side of the building in the direction of the drain hereinafter referred to; the cement floor shall always be kept in good repair by the licensee to prevent the stagnation of water;
 - (ii) A drain on one side of the building, so designed as to carry away washings from the floor;
 - (iii) A screen for such drain, so designed as to prevent any solid bodies from gaining access to the sewer;
 - (iv) Stands for all vessels used on the premises, not less than one foot in height and so constructed as to permit of the floor being scrubbed under them;
- (c) cause the walls of the taverns to be lined with approved glazed tiles to a height of six feet from the level of the floor and to be washed at least once daily; and
- (d) cause the top of the counter to be covered with approved glazed tiles, and provide it with wooden supports, and cause such tiles and such supports to be kept scrupulously clean.

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

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

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

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

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

5. *Keeping of Accounts.*—

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

6. *Toddy from Marked Trees only to be sold.*—

The licensee/licensees shall not, otherwise than with the written authority of the Assistant Commissioner of Excise keep, offer for sale, or sell in his/their tavern any toddy other than toddy drawn from trees licensed and marked for that tavern.

7. *Stale Toddy.*—

The licensee/licensees shall not keep any stale toddy, that is to say, toddy containing more than 0.6 per cent. of acid (other than carbonic acid) calculated as acetic acid, in his/their tavern. Any Excise Officer not below the rank of Inspector shall have power to order the destruction or removal to a distillery or licensed vinegar store of any stale toddy, and the licensee/licensees shall cause such order to be carried out immediately.

8. *Inspection by Excise Officers* —

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

9. *Selling Price of Toddy.*—

(1) No toddy shall be sold at a tavern at a less price per gallon (or proportionately in respect of any smaller quantity than that prescribed in the following scale:—

	Per Gallon
	Rs. c.
If the tavern is situated in the Northern or Eastern Province	0 48
If the tavern is situated in the distillery area	0 48
If the tavern is situated in any other province	0 84

(2) (a) At or before the opening hour of the tavern each day, the selling price per gallon (or proportionately in respect of any smaller quantity) shall be fixed for that day, and shall be entered in the appropriate column in the form of Toddy Tavern Account of Daily Transactions (Form Excise T 5);

(b) The selling price so fixed for any day shall not be varied during the course of that day.

10. *Opening and Closing Hours* —

The licensee/licensees shall cause his/their tavern to be opened at _____ a.m., and to be closed at _____ p.m. and no toddy shall be sold between the hour of closing and that of opening.

11. *Employment of Managers, &c.*—

The licensee/licensees shall not employ as manager, top manager, or Collecting Station Manager, any person who is a registered criminal within the meaning of the Prevention of Crimes Ordinance, No. 2 of 1926, or any notorious illicit seller, and shall forthwith cease to employ any person the employment or further employment of whom is not approved by the Superintendent of Excise.

Dated the _____ day of _____, 19_____.

Witnesses:

1. _____

2. _____

Licensee (s)

(Continued on page 501.)

NOTICES CALLING FOR TENDERS

Ceylon Defence Force

THE Chairman, Tender Board, Ministry of Defence and External Affairs, P O Box No. 572, Colombo, will receive tenders up to 12 noon on April 12, 1949, for the supply of the following to the Ceylon Defence Force:—

(i)	Boots ankle black size 6	60 pairs	
	" " " " 7	100 "	
	" " " " 8	100 "	
(ii)	Caps Field Service (Worsted) size 6 5/8	750	
	" " " " " 6 3/4	1,000	
	" " " " " 6 7/8	1,000	
	" " " " " 7	400	
	" " " " " 7 1/4	10	
(iii)	Shoes Canvas rubber size 5	400 pairs	
	" " " " 6	750 "	
	" " " " 7	560 "	
	" " " " 8	300 "	
	" " " " 9	125 "	
	" " " " 10	25 "	

2. Tenders should be made on the forms obtainable from the Commandant, C D. F., P. O. Box No. 553, Colombo, from whom all particulars of the services can be obtained. Tender forms will be issued up to 4.30 p.m. on April 11, 1949.

3. Tender forms will be issued only to contractors who show evidence of satisfactory financial status and experience.

4. A cash deposit of Rs. 25 should be made in respect of each tender at any Kachcheri or Treasury and the receipt produced to the Commandant, C. D. F., before any tender forms can be issued. If the successful tenderer declines to sign the agreement, the deposit will be forfeited.

5. The successful tenderer should furnish a security deposit of Rs. 1,000 in respect of the service before signing the agreement.

R. J. F. MENDIS,
Colonel,

March 29, 1949 A/Commandant, C. D. F.

THE last date of closing of tenders for the supply of cooked meals to the detainees at the Segregation Camp, Kayts, has been extended to 12 noon on Wednesday, April 20, 1949. Full details of this tender were published in *Ceylon Government Gazette* No. 9,959 of March 25, 1949.

A P FERNANDO,
for Director,
Quarantine Department

Quarantine Office,
Borella, March 29, 1949

THE Chairman, Tender Board, Ministry of Agriculture and Lands P. O. Box 500, Colombo, will receive sealed tenders marked "Tender for the supply of Sea Fish to Ridiyagama Camp" up to 12 noon on Tuesday, April 12, 1949, for the supply of sea fish to the Agricultural Corps Camp at Ridiyagama for the period May 1, 1949, to September 30, 1949.

2. Delivery of sea fish will be taken at the Ambalan-tota Bazaar. Delivery should be made within 24 hours of the placing of each order.

3. A deposit of Rs 25 in respect of the tender should be made at a Kachcheri and the receipt forwarded under registered cover to this office when a tender form will be issued. The successful tenderer will be required to furnish security in a sum not exceeding Rs 250. The tenderers should state in their applications for tender forms the D. R. O's Division in which they reside. Tender forms will be issued only up to 1 p.m. on April 9, 1949.

4. Further particulars can be had from this office or from the Officer-in-Charge of the Agricultural Corps Camp at Ridiyagama.

T. N. MUNASINGHE,
Commissioner, Agricultural Corps.
Agricultural Corps, Headquarters,
P. O. Box 529,
120, Alston Place,
Colombo 2, March 24, 1949.

Tenders for the construction of ten Colonists' Cottages at State Farm, Mankulam

TENDERS are hereby invited for the construction of ten type plan colonists' cottages at the Mankulam State Farm.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to:—

The Chairman of the Tender Board,
Ministry of Agriculture and Lands,
P. O. Box No. 500, Colombo.

3. Tenders should either be deposited in the tender box in the Ministry or be sent through the post under registered cover.

4. Tenders should be marked "Tender for Colonists' Cottages, State Farm, Mankulam" on the left hand top corner of the envelope, and should reach the Chairman of the Tender Board not later than 2 p.m. on Tuesday, April 26, 1949.

5. The tenders are to be made on forms which will be supplied by the Divisional Agricultural Officer, N. D., Kilinochchi, up to 2 p.m. on Wednesday, April 20, 1949. No tender will be considered unless it is on the recognized form.

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

7. A deposit of Rs 25 will be required to be made at any Kachcheri or Treasury Office and a receipt produced for the same before any form of tender is issued. Should any person decline or fail to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing that his tender has been accepted, such deposit will be forfeited to the Crown. Notice of the 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 deposits will be refunded upon signing of a contract.

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

9. If required, samples must be deposited.

10. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of security required will be Rs 2,000. All other information can be ascertained on application to the office of the D. A. O., N. D., referred to in clause 5 of this notice.

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

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

13. No contract may be assigned or sub-let without the authority of the Tender Board. 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.

14. The Director of Agriculture 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.

15. A tenderer who has not previously held a Government 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.

16. The contract shall be entered by the contractor with the Head of the Department, 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

Divisional Agricultural Officer, N D.

Ceylon Government Railway

THE Chairman, Way and Works Head Office Tender Board, will receive, at the Chief Engineer's Office, C. G. R., MacCallum Road, Maradana, tenders up to 2 30 p m. on Friday, April 29, 1949, for the construction of two bungalows and a three-seat latrine and for effecting improvements to the station building at Kahawe

2 Tenders must be sent under registered cover, duly sealed, on forms obtainable from the Chief Engineer, Way and Works, C. G. R., MacCallum Road, Maradana, from whom conditions of tender and all particulars can be obtained and to whom all communications should be addressed.

3 Tender forms will be issued up to 4 p m. on Friday, April 22, 1949

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

5. Intending tenderers should pay a tender deposit of Rs. 100 and the price of tender documents Rs. 10 to the Chief Accountant, C. G. R., Colombo, and produce receipts to the Chief Engineer, Way and Works, C. G. R., for issue of the necessary tender forms. The tender deposits will be refunded on return of the plans, specifications, &c, and after a contract has been entered into with the successful tenderer. The price of tender documents will not be refunded.

6 The Tender Board reserves to itself the right to reject any or all the tenders.

P O Box No 370,
Colombo.

W A SHAW,
Chief Engineer, C. G. R

Ceylon Government Railway

THE Chairman, Way and Works Head Office Tender Board, will receive, at the Chief Engineer's Office, C. G. R., MacCallum Road, Maradana, tenders up to 2 30 p m. on Friday, April 29, 1949, for the construction of three sets workmen's dwellings on Railway land at Kahawe

2. Tenders must be sent under registered cover, duly sealed, on forms obtainable from the Chief Engineer, Way and Works, C. G. R., MacCallum Road, Maradana, from whom conditions of tender and all particulars can be obtained and to whom all communications should be addressed

3. Tender forms will be issued up to 4 p m on Friday, April 22, 1949

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

5. Intending tenderers should pay a tender deposit of Rs. 100 and the price of tender documents Rs. 10 to the Chief Accountant, C. G. R., Colombo, and produce receipts to the Chief Engineer, Way and Works, C. G. R., for issue of the necessary tender forms. The tender deposit will be refunded on return of the plans, specifications, &c, and after a contract has been entered into with the successful tenderer. The price of tender documents will not be refunded.

6. The Tender Board reserves to itself the right to reject any or all the tenders

P O Box No 370,
Colombo

W. A. SHAW,
Chief Engineer, C. G. R

Ceylon Government Railway

THE Chairman, Way and Works Head Office Tender Board, will receive, at the Chief Engineer's Office, C. G. R., MacCallum Road, Maradana, tenders up to 2 30 p.m. on Friday, April 29, 1949, for the construction of five sets of workmen's dwellings on Railway land at Ratmalana.

2. Tenders must be sent under registered cover, duly sealed, on forms obtainable from the Chief Engineer, Way and Works, C. G. R., MacCallum Road, Maradana, from whom conditions of tender and all particulars can be obtained and to whom all communications should be addressed

3. Tender forms will be issued up to 4 p.m. on Friday, April 22, 1949.

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

5 Intending tenderers should pay a tender deposit of Rs 100 and the price of tender documents Rs. 10 to the Chief Accountant, C G R, Colombo, and produce receipts to the Chief Engineer, Way and Works, C G R., for issue of the necessary tender forms. The tender deposits will be refunded on return of the plans, specifications, &c, and after a contract has been entered into with the successful tenderer. The price of tender documents will not be refunded.

6. The Tender Board reserves to itself the right to reject any or all the tenders

P. O Box No 370,
Colombo

W. A. SHAW,
Chief Engineer, C. G. R.

Food Production (Estates) Farm, Wellawaya

TENDERS are invited for the supply of earthen curd pots to hold one bottle of milk. These pots are required for the Wellawaya Farm

(2) Tenders should be addressed to the Food Production Officer (Estates), Pundaluoya, and should reach him before 12 noon on April 9, 1949

(3) Tenders should be sent under registered sealed cover and should bear the words "Tender for earthen pots" at left hand corner of the cover

(4) Tenderers should quote rate per pot (capacity—to hold one bottle of milk) at which they are prepared to supply the pots at the Wellawaya Farm

(5) The pots are required to be used as containers for curd and should be of a size to hold one bottle of milk. Approximately about 1,000 pots will be required per month.

(6) The Food Production Officer (Estates) reserves to himself the right to reject any or all of the tenders.

(7) Further particulars if necessary can be obtained from the Superintendent, Food Production (Estates) Farm, Wellawaya.

H B. UNAMBOOWE,
Food Production Officer (Estates).
Office of the F. P. O (E),
Pundaluoya, March 19, 1949

Tenders for the Rebagging and Remeasuring of Foodstuffs

TENDERS are hereby invited for the performance of the following services from the date of acceptance of tenders till September 30, 1949, at the Supply Stations at Walasmulla, Tangalla, Ambalantota, and Hambantota —

- (a) Rebagging, weighing, stitching and restacking of foodstuffs such as rice and flour.
- (b) Test-measuring or remeasuring of foodstuffs such as rice and flour

2 All tenders should be in duplicate and addressed to the Deputy Food Controller, Hambantota, and should be sent under registered post to reach him not later than 2 p m on Friday, April 22, 1949

3 Tenders should be marked "Tender for the re-bagging and remeasuring of foodstuffs" on the left hand top corner of the envelope and the name and the address of the tenderer too should be stated.

4 The tenders are to be made on forms which will be supplied on application. No tender will be considered unless it is on the recognized form. Separate tenders should be sent in respect of each Supply Station

5 All alterations and erasures on tenders must be initialled by the tenderer

6 A deposit of Rupees fifteen (Rs. 15) will have to be made at the Kachcheri and a receipt produced before any tender form is issued

7. Each tender must be accompanied by a letter signed by two responsible persons as regards the ability of the tenderer to carry out the work, &c

8 The successful tenderer will be required to sign an agreement within a week from the date of receiving notice in writing to that effect

9 The Deputy Food Controller does not bind himself to accept the lowest or any tender

10 Further particulars could be obtained from this office

S. D. JAYASUNDARA,
for Deputy Food Controller.

The Kachcheri,
Hambantota, March 30, 1949.

Tenders for Provisioning Prisons, 1949-50

THE Chairman, Tender Board, Ministry of Home Affairs and Rural Development, Colombo, will receive tenders up to 12 noon on the dates indicated below for provisioning the following prisons and other institutions during the year 1949-50 —

Service	Tender Deposit Rs.	Security for Contract Rs.	Date of Closing
Welikada Prison	250	5,000	On Tuesday, May 3, 1949
Colombo Remand Prison	100	2,000	
Hulftsdorp Prison	100	1,000	
Negombo Prison	100	2,500	
Mahara Prison	200	4,500	
Training School for Youthful Offenders, Watupitiwela	100	1,500	On Tuesday, May 10 1949
Bogambara Prison	200	4,000	
Kandy Remand Prison	100	1,000	
Jaffna Prison	100	2,500	
Galle Prison	100	1,500	
Batticaloa Prison	100	1,000	
Anuradhapura Prison	100	1,000	
Badulla Prison	100	1,000	
Tangalla Prison	100	1,000	

Note.—Tenderers are particularly requested to note that they should quote separately for the prison and hospital diets enumerated in Schedule B on the basis of—

- their being required to supply rice to the full extent laid down in the composition of each diet, inclusive of that prescribed under the rationing scheme, without any extra contractual payment for rice supplied in excess of the ration,
- their being required to supply rice up to only the amount of the ration, the balance being made up of substitutes in terms of clause 16 of the contract, and
- their being required to supply riceless diets

2 Tenders should be made in duplicate on printed forms, obtainable on application from the undersigned, which will be issued only on presentation of a receipt for the tender deposit specified above to be made either at the General Treasury or at any Kachcheri.

3 The attention of tenderers is particularly drawn to the necessity for separate deposits to be made in respect of each institution and for the rates tendered to be entered in the tender form in figures as well as in words. Where the amount given in figures differs from the amount in words or where no amount is stated in words, the tender is liable to rejection

4 For full particulars *re* conditions of service apply to the undersigned.

C. C. SCHOKMAN,
Commissioner for Prison and Probation Services.
Prison and Probation Headquarters,
Colombo, March 30, 1949.

TENDERS will be received by the Chairman, Tender Board, Ministry of Agriculture and Lands, Room No. 352, Secretariat, Colombo, up to 12 noon on Tuesday, May 3, 1949, for the supply of timber in the log from Crown Forests in Kumbukkana-Okkampitiya and Moragallu-Siyambalanduwa in the Uva District

Further particulars regarding the supply may be had on application at the Divisional Forest Office, Nuwara Eliya, or at the under-mentioned address.

H. E. C. LUSHINGTON,
Conservator of Forests.
Office of the Conservator of Forests,
3rd Floor, Secretariat,
Colombo 1, March 28, 1949

TENDERS under registered cover marked "Tender for the repairs of Furniture" on the left hand top corner will be received by me for the repair of office furniture consisting of almirahs, tables, chairs, &c, up to 3 p.m. on April 8, 1949

The furniture can be examined at this office between 10 a.m. and 11.30 a.m. on working days

The successful tender should enter into an agreement for the proper performance of the work

T. D. L. PERIS,
Assistant Registrar,
Co-operative Societies, Central Province.
Co-operative Office,
Hotel Suisse,
Kandy, March 22, 1949.

TENDERS are hereby invited for the following works in Seaforth Colony, Dolosbage —

- Construction of 5 No. Type Plan Peasant Houses with rubble masonry and asbestos roofing (materials supplied by Government)
- Covering 12 No. Peasant Houses with corrugated asbestos sheeting (materials supplied by Government).

2. All tenders should be sealed and addressed to—
The Assistant Government Agent, Kegalla,

and should be deposited either in the tender box in the Kachcheri, Kegalla, or be sent through the post under registered cover so as to reach me not later than 12 noon on April 22, 1949

3 Separate tenders should be sent in respect of each work and the description of such work should be marked in the left hand top corner of the envelope

4 Tenders must be made on forms which will be supplied by me on a deposit of Rs 10 at the Kachcheri. No tender will be considered unless it is on the prescribed form.

5 Tender forms will be supplied by me up to April 20, 1949

6 The successful tenderer will be required to deposit 10 per cent of the tendered amount for the satisfactory completion of the work and will be required to enter into agreement with me, within ten days of the letter communicating acceptance of his tender, on pain of forfeiture of his tender deposit of Rs 10

7 Preference will be given to experienced carpenters and masons and registered contractors of this Kachcheri

8 I reserve the right, without ascribing reasons, to accept or reject any or all tenders

V. L. WIRASINHA,
Assistant Government Agent,
Kegalla, March 24, 1949

Tender for the construction of 17 type plan cottages in Malay Colony, Bolana, Hambantota District

THE Chairman, Tender Board, Ministry of Agriculture and Lands, Colombo, will receive tenders up to 12 noon on Tuesday, April 26, 1949, for the construction of 17 type plan colonists cottages in Malay Colony, Bolana, Hambantota District

Tenders should be in duplicate and the words "Tender for construction of Malay Colony Houses" should be written on the top left hand corner of the envelope.

2 Tenders should be for 5 groups of 3 houses and 1 group of 2 houses

3 Tenderers may tender for the construction of one or more groups as they are capable of undertaking; but each group so tendered will be considered as a separate tender, and separate contracts will be entered into in respect of each group.

4. The cottages should be completed and handed over to the Assistant Government Agent, Hambantota, on August 31, 1949

5. The S. D. W., Hambantota, will supervise the buildings in the course of construction, and if any defects are pointed out by him, they should be remedied immediately

6 Tenders should be made on forms obtainable on application from A. G. A., Hambantota, up till 12 noon on Friday, April 22, 1949. Plans and specifications could be seen at the Kachcheri, Hambantota, on any working day between the hours of 10 a.m. and 4 p.m., and on Saturdays, between 10 a.m. and 12 noon.

7. Tenderers who are registered contractors in any Government Department must produce proof of their registration and state the amount for which they have been registered. In the case of tenderers who are not Government registered contractors, tender forms will be issued only on production of sufficient proof of their financial stability to undertake the type of work they are tendering for.

8. A good faith (tender) deposit of Rs 50 in respect of each tender should be made at the Hambantota Kachcheri or any other Kachcheri before any tender form could be issued.

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

D. G. DAYARATNA
Assistant Government Agent

Hambantota, March 24, 1949

THE Tender Board, P.W.D. Head Office, Colombo, will receive tenders up to 2.30 p.m. on Wednesday, April 27, 1949, for the construction of Rural Court at Ranna.

2 Tenders should be made on forms obtainable from the Executive Engineer, Hambantota, from whom all particulars and information can be obtained and at whose office plans can be seen.

3 Tender forms will be issued up to 4.30 p.m. on Tuesday, April 12, 1949, only to those whose names appear in the P.W.D. register of contractors registered for building works, on production to the Executive Engineer, Hambantota, of a receipt for deposit of Rs 50 at the P.W.D. Head Office, Colombo, or at any Kachcheri outside Colombo.

4. Intending tenderers who have contracts already in hand should obtain certificates of progress of works in hand from the respective Superintending Engineers in sufficient time and submit them to the Executive Engineer along with the tender deposit receipt.

5. 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.

J SAVERIMUTTU,
for Director of Public Works

Public Works Office,
Colombo, March 30 1949

THE Tender Board, P.W.D. Head Office Colombo, will receive tenders up to 2.30 p.m. on Wednesday, May 4, 1949, for the construction of a new building for the Government Stores Department, Colombo.

2 Tenders should be made on forms obtainable from the Executive Engineer, Construction, Torrington Square, Colombo, from whom all particulars and information can be obtained and at whose office plans can be seen.

3. Tender forms will be issued up to 4.30 p.m. on Monday, April 25, 1949, only to those whose names appear in the P.W.D. register of contractors registered for building works of any magnitude, on production to the Executive Engineer, Construction, of a receipt for deposit of Rs 250 at the P.W.D. Head Office, Colombo or at any Kachcheri outside Colombo.

4. 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.

J SAVERIMUTTU,
for Director of Public Works

Public Works Office,
Colombo, March 30, 1949

THE Tender Board, P.W.D. Head Office, Colombo, will receive tenders up to 11 a.m. on Wednesday, April 27, 1949, for repairing Lunawa Hospital buildings, Moratuwa.

2 Tenders should be made on forms obtainable from the Executive Engineer, P.W.D., Colombo South, Torrington Square, from whom all particulars and information can be obtained and at whose office plans can be seen.

3 Tender forms will be issued up to 4.30 p.m. on Friday, April 22, 1949, only to those whose names appear in the P.W.D. register of contractors registered for building works, on production to the Executive Engineer, P.W.D., Colombo South, Torrington Square, of a receipt for deposit of Rs 50 at the P.W.D. Head Office, Colombo, or at any Kachcheri outside Colombo.

4. Intending tenderers who have contracts already in hand should obtain certificates of progress of works in hand from the respective Superintending Engineers in sufficient time and submit them to the Executive Engineer along with the tender deposit receipt.

5. 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.

J SAVERIMUTTU,
for Director of Public Works.

Public Works Office,
Colombo, March 30, 1949

THE Tender Board, P.W.D. Head Office, Colombo, will receive tenders up to 2.30 p.m. on Wednesday, April 27, 1949, for the construction of 4 No. bath rooms and water supply to junior married officers' quarters, Mahara Prison.

2 Tenders should be made on forms obtainable from the Executive Engineer, P.W.D., Colombo North, Torrington Square, Colombo, from whom all particulars and information can be obtained and at whose office plans can be seen.

3 Tender forms will be issued up to 4.30 p.m. on Friday, April 22, 1949, only to those whose names appear in the P.W.D. register of contractors registered for building works, on production to the Executive Engineer, P.W.D., Colombo North, Torrington Square, Colombo, of a receipt for deposit of Rs 25 at the P.W.D. Head Office, Colombo, or at any Kachcheri outside Colombo.

4. Intending tenderers who have contracts already in hand should obtain certificates of progress of works in hand from the respective Superintending Engineers in sufficient time and submit them to the Executive Engineer along with the tender deposit receipt.

5. 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.

J SAVERIMUTTU,
for Director of Public Works.

Public Works Office,
Colombo, March 30, 1949.

THE Tender Board, P.W.D. Head Office, Colombo, will receive tenders up to 2.30 p.m. on Wednesday, April 27, 1949, for the extension to bachelors' barracks, Mahara Prison.

2 Tenders should be made on forms obtainable from the Executive Engineer, P.W.D., Colombo North, Torrington Square, Colombo, from whom all particulars and information can be obtained and at whose office plans can be seen.

3 Tender forms will be issued up to 4.30 p.m. on Friday April 22, 1949, only to those whose names appear in the P.W.D. register of contractors registered for building works, on production to the Executive Engineer, P.W.D., Colombo North, Torrington Square, Colombo, of a receipt for deposit of Rs. 25 at the P.W.D. Head Office, Colombo, or at any Kachcheri outside Colombo.

4. Intending tenderers who have contracts already in hand should obtain certificates of progress of works

in hand from the respective Superintending Engineers in sufficient time and submit them to the Executive Engineer along with the tender deposit receipt

5. 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

J SAVERIMUTTU,
for Director of Public Works

Public Works Office,
Colombo, March 30, 1949

THE Tender Board, P.W.D. Head Office, Colombo, will receive tenders up to 2.30 p.m. on Wednesday, April 27, 1949, for the construction of model house for Kundasale Girls' Farm School

2. Tenders should be made on forms obtainable from the Executive Engineer, P.W.D., Kandy, from whom all particulars and information can be obtained and at whose office plans can be seen

3. Tender forms will be issued up to 4.30 p.m. on Tuesday, April 12, 1949, only to those whose names appear in the P.W.D. register of contractors registered for building works, on production to the Executive Engineer, P.W.D., Kandy, of a receipt for deposit of Rs 100 at the P.W.D. Head Office, Colombo, or at any Kacheheri outside Colombo

4. Intending tenderers who have contracts already in hand should obtain certificates of progress of works in hand from the respective Superintending Engineers in sufficient time and submit them to the Executive Engineer along with the tender deposit receipt

5. 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

J SAVERIMUTTU,
for Director of Public Works

Public Works Office,
Colombo, March 30, 1949.

THE Tender Board, P.W.D. Head Office, Colombo, will receive tenders up to 2.30 p.m. on Wednesday, April 27, 1949, for the construction of a new Rural Court at Kuruwita.

2. Tenders should be made on forms obtainable from the Executive Engineer, P.W.D., Ratnapura, from whom all particulars and information can be obtained and at whose office plans can be seen

3. Tender forms will be issued up to 4.30 p.m. on Friday, April 22, 1949, only to those whose names appear in the P.W.D. register of contractors registered for building works, on production to the Executive Engineer, P.W.D., Ratnapura, of a receipt for deposit of Rs 50 at the P.W.D. Head Office, Colombo, or at any Kacheheri outside Colombo.

4. Intending tenderers who have contracts already in hand should obtain certificates of progress of works in hand from the respective Superintending Engineers in sufficient time and submit them to the Executive Engineer along with the tender deposit receipt.

5. 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

J SAVERIMUTTU,
for Director of Public Works.

Public Works Office,
Colombo, March 30, 1949

THE Tender Board, P.W.D. Head Office, Colombo, will receive tenders up to 2.30 p.m. on Wednesday, April 27, 1949, for construction of a Maternity Home inclusive of labourers' lines and mortuary at Mahakumbukkada.

2. Tenders should be made on forms obtainable from the Executive Engineer, P.W.D., Chilaw, from whom all particulars and information can be obtained and at whose office plans can be seen.

3. Tender forms will be issued up to 4.30 p.m. on Tuesday, April 12, 1949, only to those whose names appear in the P.W.D. register of contractors registered for building works, on production to the Executive Engineer, Chilaw, of a receipt for deposit of Rs 100 at the P.W.D. Head Office, Colombo, or at any Kacheheri outside Colombo.

4. Intending tenderers who have contracts already in hand should obtain certificates of progress of works in hand from the respective Superintending Engineers in sufficient time and submit them to the Executive Engineer along with the tender deposit receipt

5. 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, J SAVERIMUTTU,
Colombo, March 30, 1949 for Director of Public Works

THE Tender Board, P.W.D. Head Office, Colombo, will receive tenders up to 2.30 p.m. on Wednesday, April 27, 1949, for construction of a type dispensary and Apothecary's quarters at Mullian.

2. Tenders should be made on forms obtainable from the Executive Engineer, P.W.D., Jaffna, from whom all particulars and information can be obtained and at whose office plans can be seen

3. Tender forms will be issued up to 4.30 p.m. on Tuesday, April 12, 1949, only to those whose names appear in the P.W.D. register of contractors registered for building works, on production to the Executive Engineer, Jaffna, of a receipt for deposit of Rs 100 at the P.W.D. Head Office, Colombo, or at any Kacheheri outside Colombo

4. Intending tenderers who have contracts already in hand should obtain certificates of progress of works in hand from the respective Superintending Engineers in sufficient time and submit them to the Executive Engineer along with the tender deposit receipt

5. 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, J SAVERIMUTTU,
Colombo, March 30, 1949 for Director of Public Works

THE Tender Board, P.W.D. Head Office, Colombo, will receive tenders up to 2.30 p.m. on Wednesday, April 27, 1949, for the construction of Central Dispensary and Apothecary's quarters at Cheddikulam

2. Tenders should be made on forms obtainable from the Executive Engineer, P.W.D., Mannar, from whom all particulars and information can be obtained and at whose office plans can be seen

3. Tender forms will be issued up to 4.30 p.m. on Tuesday, April 12, 1949, only to those whose names appear in the P.W.D. register of contractors registered for building works, on production to the Executive Engineer, P.W.D., Mannar, of a receipt for deposit of Rs 50 at the P.W.D. Head Office, Colombo, or at any Kacheheri outside Colombo

4. Intending tenderers who have contracts already in hand should obtain certificates of progress of works in hand from the respective Superintending Engineers in sufficient time and submit them to the Executive Engineer along with the tender deposit receipt

5. 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, J SAVERIMUTTU,
Colombo, March 30, 1949 for Director of Public Works

THE Tender Board, P.W.D. Head Office, Colombo will receive tenders up to 2.30 p.m. on Wednesday, April 27, 1949, for the construction of Central Dispensary and Apothecary's quarters at Nanaddan

2. Tenders should be made on forms obtainable from the Executive Engineer, P.W.D., Mannar, from whom all particulars and information can be obtained and at whose office plans can be seen.

3. Tender forms will be issued up to 4.30 p.m. on Tuesday, April 12, 1949, only to those whose names appear in the P W D. register of contractors registered for building works, on production to the Executive Engineer, P. W. D., Mannar, of a receipt for deposit of Rs 100 at the P.W.D. Head Office, Colombo, or at any Kachcheri outside Colombo.

4. Intending tenderers who have contracts already in hand should obtain certificates of progress of works in hand from the respective Superintending Engineers in sufficient time and submit them to the Executive Engineer along with the tender deposit receipt.

5. 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, J SAVERIMUTTU,
Colombo, March 30, 1949 for Director of Public Works.

THE Tender Board, P. W. D. Head Office, Colombo, will receive tenders up to 2.30 p.m. on Wednesday, April 27, 1949, for extensions to penal cells, hospital, and store at the Training School for Youthful Offenders, Wathupitiwela.

2. Tenders should be made on forms obtainable from the Executive Engineer, P. W. D., Colombo North, Torrington Square, Colombo, from whom all particulars and information can be obtained and at whose office plans can be seen.

3. Tender forms will be issued up to 4.30 p.m. on Friday, April 22, 1949, only to those whose names appear in the P W D register of contractors registered for building works, on production to the Executive Engineer, P. W. D., Colombo North, Torrington Square, Colombo, of a receipt for deposit of Rs 25 at the P. W. D. Head Office, Colombo, or at any Kachcheri outside Colombo.

4. Intending tenderers who have contracts already in hand should obtain certificates of progress of works in hand from the respective Superintending Engineers in sufficient time and submit them to the Executive Engineer along with the tender deposit receipt.

5. 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, J SAVERIMUTTU,
Colombo, March 30, 1949, for Director of Public Works

THE Tender Board, P. W. D. Head Office, Colombo, will receive tenders up to 2.30 p.m. on Wednesday, April 27, 1949, for improvements to miles 1-10 Meddawatte-Kekanadura-Nagaha Road, Matara District.

2. Tenders should be made on forms obtainable from the Executive Engineer, P. W. D., Matara, from whom all particulars and information can be obtained and at whose office plans can be seen.

3. Tender forms will be issued up to 4.30 p.m. on Friday, April 22, 1949, only to those whose names appear in the P W D register of contractors registered for road works, on production to the Executive Engineer, P. W. D., Matara, of a receipt for deposit of Rs 50 at the P. W. D. Head Office, Colombo, or at any Kachcheri outside Colombo.

4. Intending tenderers who have contracts already in hand should obtain certificates of progress of works in hand from the respective Superintending Engineers in sufficient time and submit them to the Executive Engineer along with the tender deposit receipt.

5. 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, J SAVERIMUTTU,
Colombo, March 30, 1949 for Director of Public Works

THE Tender Board, P. W. D. Head Office, Colombo, will receive tenders up to 2.30 p.m. on Wednesday, April 27, 1949, for extensions to Civil Hospital, Galle, consisting of officer's duty room, dining room for minor staff, and covered way for the dining room for minor staff.

2. Tenders should be made on forms obtainable from the Executive Engineer, P. W. D., Galle, from whom all particulars and information can be obtained and at whose office plans can be seen.

3. Tender forms will be issued up to 4.30 p.m. on Friday, April 22, 1949, only to those whose names appear in the P W D register of contractors registered for building works, on production to the Executive Engineer, P. W. D., Galle, of a receipt for deposit of Rs. 25 at the P. W. D. Head Office, Colombo, or at any Kachcheri outside Colombo.

4. Intending tenderers who have contracts already in hand should obtain certificates of progress of works in hand from the respective Superintending Engineers in sufficient time and submit them to the Executive Engineer along with the tender deposit receipt.

5. 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, J. SAVERIMUTTU,
Colombo, March 30, 1949 for Director of Public Works

TENDERS for the construction of quarters for mid-wife, Maturata, should be made on forms obtainable from the Executive Engineer, P. W. D., Nuwara Ehya, and not from the Executive Engineer, P. W. D., Kandy, as appearing in the notice published in the Government Gazette No 9,959 of March 25, 1949.

J. SAVERIMUTTU,
for Director of Public Works
Public Works Office,
Colombo, March 29, 1949

THE Tender Board, Ministry of Transport and Works, Colombo, will receive tenders up to 2.30 p.m. on Wednesday, April 20, 1949, for the supply and delivery of:—
(a) 6 tons brass scrap in fairly large pieces, (b) 3 tons copper scrap in fairly large pieces, (c) 100 tons scrap cast iron in fairly large pieces, to the Factory Engineer, Government Factory, Kolonnawa.

2. Tenders should be made on forms obtainable from the Factory Engineer, Government Factory, Kolonnawa from whom all particulars and information can be obtained.

3. Tender forms will be issued up to 4 p.m. on Tuesday, April 12, 1949, on production to the Factory Engineer, Kolonnawa, of a receipt for deposit of Rs. 25 at the P. W. D. Head Office, Colombo, or at any Kachcheri outside Colombo.

4. No tender deposit will be returned until the conditions of tender with the tender form have been returned intact to the Factory Engineer, Government Factory, Kolonnawa, from whom they were received.

J SAVERIMUTTU,
for Director of Public Works.
Public Works Office,
Colombo, March 30, 1949

THE Tender Board, P. W. D. Head Office, Colombo, will receive tenders up to 2.30 p.m. on Wednesday April 27, 1949, for the improvements to the present office of the Agricultural Propaganda Officer (War Box) Peradeniya.

2. Tenders should be made on forms obtainable from the Executive Engineer, P. W. D., Kandy, from whom all particulars and information can be obtained and at whose office plans can be seen.

3. Tender forms will be issued up to 4.30 p.m. on Tuesday, April 12, 1949, only to those whose names appear in the P. W. D. register of contractors registered for building works on production to the Executive Engineer, P. W. D., Kandy, of a receipt for deposit of Rs 50 at the P. W. D. Head Office, Colombo, or any Kachcheri outside Colombo.

4 Intending tenderers who have contracts already in hand should obtain certificates of progress of works in hand from the respective Superintending Engineers in sufficient time and submit them to the Executive Engineer along with the tender deposit receipt

5 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

J SAVERIMUTTU,
for Director of Public Works
Public Works Office,
Colombo, March 30, 1949

THE Tender Board, P W D Head Office, Colombo, will receive tenders up to 2 30 p m. on Wednesday, April 27, 1949, for construction of quarters for Apothecary and Steward, Mental Hospital, Pelawatta

2. Tenders should be made on forms obtainable from the Executive Engineer, P W D, Kalutara, from whom all particulars and information can be obtained and at whose office plans can be seen

3 Tender forms will be issued up to 4 30 p m on Tuesday, April 12, 1949, only to those whose names appear in the P W D register of contractors registered for building works, on production to the Executive Engineer, Kalutara, of a receipt for deposit of Rs 100 at the P W D Head Office, Colombo, or at any Kachcheri outside Colombo

4. Intending tenderers who have contracts already in hand should obtain certificates of progress of works in hand from the respective Superintending Engineers in sufficient time and submit them to the Executive Engineer along with the tender deposit receipt

5. No tender deposit will be returned until the specifications and agreements issued with the tender forms have been returned intact to the Executive Engineer from whom they were received

J SAVERIMUTTU,
for Director of Public Works
Public Works Office,
Colombo, March 30, 1949

THE Tender Board, P W D Head Office, Colombo, will receive tenders up to 2 30 p m on Wednesday, April 27, 1949, for the construction of a set of twin quarters for Wewagama Maternity Home

2 Tenders should be made on forms obtainable from the Executive Engineer, P W D, Diyatalawa, from whom all particulars and information can be obtained and at whose office plans can be seen

3. Tender forms will be issued up to 4 30 p m on Tuesday, April 12, 1949, only to those whose names appear in the P W D register of contractors registered for building works, on production to the Executive Engineer, P W D, Diyatalawa, of a receipt for deposit of Rs 25 at the P W D Head Office, Colombo, or at any Kachcheri outside Colombo

4. Intending tenderers who have contracts already in hand should obtain certificates of progress of works in hand from the respective Superintending Engineers in sufficient time and submit them to the Executive Engineer along with the tender deposit receipt

5 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

J SAVERIMUTTU,
for Director of Public Works
Public Works Office,
Colombo, March 30, 1949

THE Tender Board, P W D Head Office, Colombo, will receive tenders up to 2 30 p m on Wednesday, April 27, 1949, for construction of a Maternity Home inclusive of labourers' lines and mortuary at Koshena

2 Tenders should be made on forms obtainable from the Executive Engineer, P W D, Chilaw, from whom all particulars and information can be obtained and at whose office plans can be seen

3 Tender forms will be issued up to 4 30 p m on Tuesday, April 12, 1949, only to those whose names appear in the P W D register of contractors registered

for building works, on production to the Executive Engineer, Chilaw, of a receipt for deposit of Rs 100 at the P W D Head Office, Colombo, or at any Kachcheri outside Colombo

4. Intending tenderers who have contracts already in hand should obtain certificates of progress of works in hand from the respective Superintending Engineers in sufficient time and submit them to the Executive Engineer along with the tender deposit receipt

5 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

J. SAVERIMUTTU,
for Director of Public Works
Public Works Office,
Colombo, March 30, 1949

THE Tender Board, Ministry of Transport and Works, will receive tenders up to 2 30 p m on Wednesday, April 20, 1949, for the supply of 1,000 No M. S bars round 40 ft. x 1½ in. dia.

2 Tenders should be made on forms obtainable from the Executive Engineer, Bridges, at McCallum Road, Colombo, from whom specification and all particulars can be obtained

3 Tender forms will be issued up to 4 p m on Friday, April 8, 1949, on production to the Executive Engineer, Bridges, of a receipt for deposit of Rs 25 at the P W D Head Office, Colombo, or at any Kachcheri outside Colombo

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

T. A. BURNS,
for Director of Public Works
Public Works Office,
Colombo, March 29, 1949

THE Chairman, Tender Board, Ministry of Agriculture and Lauds, Colombo, will receive tenders up to 12 noon on Tuesday, April 12, 1949, for the construction of a culvert-cum-causeway over the Illakattuwa Ebba on the road to Bogamuwa-Pankulawa, Chilaw District

Tenders should be made on forms obtainable on application from the Assistant Government Agent, Puttalam, from whom all particulars on the subject can be obtained

Tender forms will be issued up to 12 noon on Saturday, April 9, on production of a receipt for a deposit of Rs 60 which should be made at the Treasury or at a Kachcheri

C. MYLVAGANAM,
Additional Assistant Government Agent
Puttalam, March 24, 1949.

TENDERS for the supply of rectified spirits of wine up to December 31, 1949, and for the supply of green canvas, &c, will be received by the Chairman, Tender Board, Ministry of Finance, Room No 214A, Secretariat, Colombo, up to 12 noon on Tuesday, April 26, 1949.

Tenders are to be made on forms obtainable from the Superintendent of Stores, Government Stores Department, Parsons Road (opposite Regal Theatre), Colombo, from whom all particulars can be obtained

Tender forms will be issued up to 3 p m on Monday, April 25, 1949, on production of a receipt for a deposit of Rs 50 each for the 2 services, and deposits should be made either at the Office of the Superintendent of Stores or at any Kachcheri outside Colombo

J W WARBY,
Superintendent of Stores
Colombo, April 1, 1949

THE Chairman, Tender Board, Ministry of Health and Local Government, P O Box 500, Colombo, will receive sealed tenders on the dates mentioned, for the services noted in the schedule hereunder, for the period of one, two or three years commencing from October 1, 1949

2 Tenders should either be deposited in the tender box at the office of the Ministry of Health and Local Government (New Secretariat, Room No 172), or sent through the post under registered cover

3 Tenders should be marked "Tender for Provisions Hospital", "Tender for Milk Hospital", "Tender for", as the case may be, in the left hand top corner of the envelope, and should reach the Chairman of the Tender Board not later than 12 noon on the dates indicated against the services noted in the schedule hereunder.

4. All tenders are to be made on forms which will be supplied, on application, at the Office of the Director of Medical and Sanitary Services, and no tender will be considered unless it is made on the recognized form.

Tenderers must make their deposits for tender forms and produce the deposit receipts before 12 noon on the Monday preceding the date fixed for the closing of tenders, and obtain the necessary forms.

Tenderers making deposits at outstation Kachcheries should forward the receipts well in advance of the closing date, otherwise they may not receive the tender forms in time to be forwarded by post to the Ministry of Health and Local Government before the closing date

5 Tenderers should quote rates for all items included in the tender form. *In order to avoid errors the rates should be stated in figures and words* Alterations and erasures should be initialled by the tenderer. Tenders which do not conform to these conditions will be treated as informal and rejected

6 A cash deposit according to the schedule hereunder will be required to be made at a Kachcheri (other than the Colombo Kachcheri), or at the Bank of Ceylon, Colombo, (not Pettah Branch), and a receipt produced for the same before any tender form is issued.

Forms for making deposits at the Bank of Ceylon, Colombo, should be obtained at the Office of the Director of Medical and Sanitary Services, Colombo. No deposits will be accepted by this bank unless they are made with the appropriate form

7. Tenderers will not be permitted to withdraw their tenders after they have been submitted. Should any person decline or fail to enter into the contract and bond after he has tendered, or fail to furnish the required amount of security, *within ten days of receiving notice in writing of the acceptance of his tender*, such deposit will be forfeited to the Crown. The Tender Board may exclude such tenderer from holding Government contracts in future. *All other deposits will be returned upon signature to the contract* 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

8 The successful tenderer will be required to furnish cash security according to the schedule hereunder, and to sign the bond given in the tender form for the due 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 an additional security for the due performance of the contract. The amount deposited for the tender form will form part of the security

9 If required, samples must be produced

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

11 The Government reserves to itself the right, without question, of rejecting any or all the tenders, and the right of accepting any portion of a tender or the whole of it for any period less than three years

12 *Government also reserves the right to supply the requirements of any hospital or Government institution from the stocks of the Marketing Department or otherwise.*

13 Contracts may not be assigned, sub-let, or otherwise transferred without the previous written sanction of the Tender Board obtained through the Director of Medical and Sanitary Services. Sanction will not be given for any transfers including powers of attorney in favour of persons whose names appear in the list of defaulting contractors. No defaulting contractor should be employed on any service connected with the contract or the tender.

14. The Director of Medical and Sanitary Services 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

15. *Tenderers who do not hold contracts with any of the departments under the Ministry of Health and Local Government for the financial year 1948-49, should furnish the Director of Medical and Sanitary Services with a written statement, certified by the D. R. O. of the area as correct, giving their full names and permanent addresses, stating in which districts they own landed property and other interests. The nature and extent of the landed property and the nature and extent of other interests should also be stated. Forms for this purpose will be issued at the Office of the Director of Medical and Sanitary Services and should be handed in, duly filled in and certified by the D. R. O., together with the tender deposit receipt. Tender forms will not be issued to tenderers who do not comply with this requirement*

Persons who hold contracts with the Medical Department, but not in the division or district concerned in the notice calling for tenders, and persons who hold contracts with departments under the Ministry of Health and Local Government other than the Medical Department, will be required to furnish a written statement giving the name of the department for which the contract or service is being performed, the division or district, the nature and approximate amounts realized on each contract

16 The contract shall be entered into by the contractor with the Head of Department, 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

17. Particulars regarding the approximate quantities of supplies obtained during the preceding calendar year *will be posted up at the respective hospitals for the information of tenderers.* Any further information can be obtained on application from the office of the nearest Divisional Medical Superintendent or Divisional Medical Superintendent (Health). (Offices of the Divisional Medical Superintendents are established at Colombo, Kandy, Galle, Jaffna, Kurunegala, Ratnapura and Badulla, and Divisional Medical Superintendents (Health) at Colombo, Kandy, Matara, Kurunegala, and Anuradhapura.)

18 Tenderers should notify to this office any change of address

19 Tenders are issued subject to the condition that all price controlled articles listed under V-Schedule C-Extras of the contract form, are to be supplied by the successful tenderer at the local control rates at date of supply. An additional percentage on the control rate, as recommended as fair and reasonable by the D R O of the area, will also be paid to cover the transport and incidental expenses. If price control is subsequently rescinded in respect of any article for which the price is controlled at the time the contract is entered into, the contractor will be paid the local average rate charged for the month for the article, plus the additional percentage for transport charges, &c, as quoted and paid to the contractor under the price control order

J A SIRIWARDANA,
Acting Director of Medical and Sanitary Services
Colombo, March 28, 1949

Schedule referred to.

Service Section A	Tender Deposit	Security Deposit	Date for Closing Tenders
	Rs.	Rs	
Supply of cooked provisions excluding milk to the following institutions —			
Dumbulla Hospital	400	600	} May 3, 1949.
Ingriya Hospital	600	800	
Karawanella Hospital	800	1,000	
Kitulgala Hospital	600	800	
Kuliyaipitiya (former Danda- gamuwa) Hospital	800	1,000	
Lundula Hospital	600	800	
Maturata Hospital	300	400	
Pussellawa Hospital	400	600	
Teldeniya Hospital	600	800	
Uda Pussellawa Hospital	600	800	

Services	Tender Deposit Rs	Security Deposit Rs	Date for Closing Tenders	Description of Articles	Quantity Required	Catalogue Reference
Section B				<i>Downs Thackray Ltd.</i>		
Supply of cooked provisions including milk to the following institutions —				Group 'B'—Mouth		
Agrapatana Hospital	400	600	May 10, 1949	Forceps Tongue Thompson's	2	1352/1 .. 5113
Alutnuwara Hospital	400	600		Gags Mouth Ferguson's (Adults)	1	1379/5 .. 5068
Arianyake Hospital	800	1,000		Probangs Aseptic		494/2 .. 8124
Buttala Hospital	400	600		Group 'C'—Ear		
Dambulla Hospital	600	800		Forceps Ear (Abbotts)		519/1 .. —
Deltota Hospital	600	800		Group 'D'—Genito Urinary		
Deniyaya Hospital	600	800		Catheters Female Silver	1	312/2 .. —
Dolosbage Hospital	400	600		Catheters Male Plated Set of 6	1	758/26 .. 6242
Embilipitiya Hospital	400	600		Syringes Vaginal Glass 2 oz	1	1160/3 .. 5930
Ehlpitiya Hospital	600	800		Group 'E'—Obstetrical and Gynaecological Instrum :		
Giriulla Hospital	800	1,000		Forceps Midwifery Axistraction	1	927/1 .. 6888
Hambantota Hospital	600	800		Needles Perneum, 3½", 4" and 3" (2 of each) 6		278/9 .. 10242
Horana Hospital	600	800		Forceps Midwifery, Long Simpson's	1	924/1 .. —
Kalmuna Hospital	400	600		Evacuators Mucus		930/2 .. 6895
Kayts Hospital	600	800		Group 'F'—Dental		
Kolonna Hospital	400	600		Dental Instruments in Leather		
Koslanda Hospital	400	600		Pouch	1	1170/1 .. 8167
Madulkelle Hospital	600	800		Group 'X'—Dental Utensils		
Madulsuma Hospital	600	800		Funnels Enamelled 6 oz.	2	1660/2 .. 9757
Maha-oya Hospital	300	400		Set of Weight for Scales Counter to weigh 4 oz. to 4 lb.	1	1647/9 .. —
Mantota Hospital	400	600	Burettes with stopcock 50 cc.			
Medagama Hospital	400	600	Graduated	2	— .. 9582	
Mirigama Hospital	600	800	Urine Glasses 6 oz.	6	1451/10 .. 9251	
Monaragala Hospital	600	800	R. B. C. Pipettes (dilution 1-100)		1398/7 .. 9103	
Mulhukelle Hospital	600	800	W. B. C. Pipettes (dilution 1-100)		1398/7 .. 9103	
Mullaitivu Hospital	600	800	Flasks Chemical 250 c.c.	6	1659/11 .. 9554	
Neboda Hospital	600	800	Flasks Round 500 c.c.	6	1659/9 .. 9553	
Pasteur Institute, Colombo	300	400	Pipettes Racks	1	— .. —	
Pimbure Hospital	800	1,000	Urinometer Stands Complete	1	1434/1 .. 9219	
Point Pedro Hospital	800	1,000	Sacchrometer Carwardinos complete	1	1441/6 .. 9238	
Rakwana Hospital	800	1,000	Lamps Spirit 4 oz.	2	1450/8 .. 9236	
Ridigama Hospital	600	800	Trolleys (Stretcher) for carrying patients	2	— .. 10976	
Talagolla Camp Hospital	800	1,000	Trolleys Instrument	2	3089/9A .. 11087	
Tanamalwila Hospital	300	400	Trolleys Medicine Dressings	2	— .. 11306	
Tangalla Hospital	800	1,000	Bottle Stopped (for Ligatures)			
Tissamaharama Hospital	600	800	W. M. 2 oz.	1	1656/4 .. 9322	
Udugama Hospital	800	1,000	Primus Stoves	1	3224/3 .. 11761	
Undugoda Hospital	800	1,000	Douches Enamelled 4 pints	2	1163/8 .. 9751	
Walasmulla Hospital	800	1,000	Gloves Post Mortem (pairs) 7½ & 8	2	1229/2 .. 9379	
Section C						
Supply of uncooked provisions including milk to the following institutions —				Jars Glass for dressings	1	3256/3 .. —
Anamadawa Hospital	400	600	May 24, 1949	Relievers Breast 2 oz.	1	1614/10 .. 9698
Homagama Hospital	600	800		Reservoir Glass for lotion (2 gls.)	2	3145/1 .. 9647
Section D						
Supply of rice to Government Medical Institutions	800	1,000	May 31, 1949	Scissors Counter 8"	1	1667/4 .. 5521
Supply of Calves to Government Vaccine Establishment	600	800		Sterilizers Instrument and Dressings	1	3177/4B .. —
Conveyance of Stores, Civil Medical Stores, Medical Research Institute, &c	300	400		Urinals enamelled	6	1643/13 .. 9786
				Record Syringes Insulin Double Grad cc.'s and 20 units S. I. M. A. Nozzle	1	— .. 10044
Supply of Surgical Instruments						
				Urinals females earthenware	6	1643/2 .. 9802
				Speculum Rectal Anderson's	1	1153/6 .. 5860
				Scissors Circular Heymann's	1	603/5 .. 7767
				Microscope Watson "Service" with Rackwork substage eye piece × 6 and × 10 objectives ½ in. 1/8 in. and 1/12 Oil immersion objective versalo, mechanical stage. Abbe condenser and iris diaphragm triple nose piece, complete in Mahogany case	1	1247/6 .. 9443

THE Chairman, Tender Board, Ministry of Health and Local Government (Room No. 172), New Secretariat, Colombo, will receive sealed quotations in duplicate, not later than 12 noon on Tuesday, April 12, 1949, for the supply of Surgical Instruments mentioned in the schedule of this tender notice. The quotations should be made on forms which should be obtained from this office on application. The successful tenderer will be required to have the articles delivered at the Civil Medical Stores, Colombo, on a date to be fixed by me.

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

J. A. SIRIWARDANA,
Acting Director of Medical and Sanitary Services

Office of the D. M. & S. S.,
P. O. Box 500,
Colombo, March 24, 1949.

TENDER FOR THE SUPPLY OF SURGICAL INSTRUMENTS

Description of Articles	Quantity Required	Catalogue Reference
Group 'A'		
Bisturies Double	1	319/9 .. —
Holder Metal for Vaccine Styles	1	331/2 .. 8269
Hooks Blunt & Sharp	2	81/3 .. —
Knives Abcess Syme's	2	84/5 .. 5123
Knives with Gum Lancet	1	319/18 .. —
Scissors Dressings 6"	6	— .. 5493
Forceps Sponge Holding 7"	4	488/5 .. 5453
Forceps Chesiles	4	3231/4 .. 8149
Scoops or Spoones Volkman's	1	4213 (A.&H.) .. —

TENDERS will be received by the Education Officer, North-Central Province, Education Office, Anuradhapura, up to 12 noon on Friday, April 29, 1949, for the following works —

A/Mailagaswewa	S. M. S	—Semi-permanent Replacement.
A/Ratmalkanda	S. M. S	—Semi-permanent Replacement

Abbreviations

A = Anuradhapura.

2. Tenders should be made on forms obtainable on application from the Education Officer, North-Central Province, Education Office, Anuradhapura, from whom all particulars of the works can be obtained.

3. Applications for tender forms should reach the Education Officer, North-Central Province, Education Office, Anuradhapura, before 12 noon on Saturday, April 23, 1949.

4. A deposit of Rs 100 for each work should be made at a Kachcheri or at the Education Office, Galle Face, Colombo, and a receipt should be obtained and forwarded before any tender form can be issued. Cheques, Money Orders, Postal Orders, &c., will not be accepted. The receipt should bear the full name of the tenderer.

K KRISHNAPILLAI,
Education Officer,
Education Office, North-Central Province,
Anuradhapura, March 22, 1949.

(Continued on page 500)

UNOFFICIAL ANNOUNCEMENTS**The Selfinsing Rubber Company, Limited**

NOTICE is hereby given that the transfer books of the Company will be closed from April 1 to 12, 1949, both days inclusive

By order of the Directors,
CARSON CUMBERBATCH & Co, LTD.,
Agents and Secretaries.

Colombo, March 26, 1949

Mylands Rubber Company, Limited

NOTICE is hereby given that the transfer books of the Company will be closed from April 1 to 8, 1949, both days inclusive.

By order of the Directors,
CARSON CUMBERBATCH & Co., LTD.,
Agents and Secretaries

Colombo, March 26, 1949

Poonagalla Valley Ceylon Company, Limited

NOTICE is hereby given that the transfer books of the Company will be closed from April 1 to 8, 1949, both days inclusive

By order of the Directors,
CARSON CUMBERBATCH & Co, LTD.,
Agents and Secretaries

Colombo, March 26, 1949

The Talgaswella Tea Company of Ceylon, Limited

NOTICE is hereby given that the transfer books of the Company will be closed from April 1 to 8, 1949, both days inclusive.

By order of the Directors,
CARSON CUMBERBATCH & Co., LTD.,
Agents and Secretaries

Colombo March 26, 1949

The Gallebodde Estates Company of Ceylon, Limited

NOTICE is hereby given that the Twenty-sixth Annual General Meeting of the Shareholders of the Company will be held at the Company's Registered Office, Chartered Bank Building, Queen Street, Colombo, on Tuesday, April 12, 1949, at 11 a m

Business

1. To receive the Report of the Directors and Statement of Accounts for the year ended December 31, 1948
2. To declare a dividend
3. To sanction the payment of a pension of Rs 350 per month to Mr. C. Watkins-Baker until the time of the next Annual General Meeting to be held during April, 1950, when subsequent pension payments will be considered
4. To elect a Director.
5. To appoint Auditors
6. Any other business that may be duly brought before the meeting.

The Share Transfer Books of the Company will be closed from April 4 to 12, 1949 (both days inclusive)

By order of the Directors,
MACKWOODS LIMITED,
Agents and Secretaries

Colombo, April 1, 1949

Orion Tea Company, Limited

NOTICE is hereby given that the Twenty-first Annual Ordinary General Meeting of the Company will be held at the Company's Registered Office, Chartered Bank Building, Queen Street, Colombo, on Tuesday, April 12, 1949, at 3 30 p m

Business

1. To receive the Report of the Directors and Statement of Accounts for the year ended December 31, 1948
2. To declare a dividend on the Ordinary Shares.
3. To elect a Director.
4. To appoint Auditors
5. Any other business that may be duly brought before the meeting

By order of the Directors,
MACKWOODS LIMITED,
Agents and Secretaries.

Colombo, April 1, 1949.

The Uva Ketawella Tea Company, Limited

NOTICE is hereby given that the Twenty-fifth Annual Ordinary General Meeting of the Shareholders of the Company will be held at the Company's Registered Office, Chartered Bank Building, Queen Street, Colombo, on Tuesday, April 12, 1949, at 3 p.m

Business

1. To receive the Report of the Directors and Statement of Accounts for the year ended December 31, 1948
2. To declare a dividend
3. To elect a Director
4. To appoint Auditors
5. Any other business that may be duly brought before the Meeting.

The Share Transfer Books of the Company will be closed from April 4 to 12, 1949 (both days inclusive)

By order of the Directors,
MACKWOODS LIMITED,
Agents and Secretaries.

Colombo, April 1, 1949

The Hill Club Company, Limited

NOTICE is hereby given that the Fifty-fourth Ordinary Annual General Meeting of the Shareholders of the Hill Club Company, Limited, will be held at the Registered Office of the Company, The Hill Club, Nuwara Eliya, on Monday, April 18, 1949, at 6.15 p.m.

Business

1. To receive the report of the Directors and the Statement of Accounts for the twelve months ended December 31, 1948.
2. To elect two Directors.
3. To appoint Auditors.
4. To transact any other business duly brought before the meeting.

Proxies duly stamped and signed should reach this Office not later than April 17, 1949

(The transfer books of the Company will be closed from April 5 to 18, 1949)

By order of the Directors,
L. F. LERWAY-DAY,
Secretary.

The Diwala (Kegalla) Rubber Company, Limited

NOTICE is hereby given that the transfer books of this Company will be closed from April 8 to 14, 1949, both days inclusive

By order of the Directors,
HARRISONS & CROSFIELD, LTD.,
Agents and Secretaries

Colombo, March 24, 1949

The Perak River Coconut Company, Limited

THE transfer books of the Company will be closed from April 4 to 11, 1949, both days inclusive

By order of the Directors,
GORDON FRAZER & Co., LTD.,
Agents and Secretaries

Colombo, March 29, 1949.

The Rayigam Company, Limited

NOTICE is hereby given that the Fifty-third Annual Ordinary General Meeting of the shareholders of the Company will be held at the Company's registered office, Chartered Bank Building, Queen Street, Colombo, on Wednesday, April 13, 1949, at 11 a.m.

Business

- 1 To receive the Report of the Directors and Statement of Accounts for the year ended December 31, 1948.
- 2 To declare a dividend.
- 3 To elect a Director.
- 4 To appoint Auditors
- 5 Any other business that may be duly brought before the meeting

The share transfer books of the Company will be closed from April 4 to 13, 1949 (both days inclusive).

By order of the Directors,
MACKWOODS, LIMITED,
Agents and Secretaries.

Colombo, April 1, 1949

Middleton Tea Estates, Limited

NOTICE is hereby given that the 22nd Ordinary General Meeting of the Company will be held at the Registered Office of the Company, National Mutual Building, Chatham Street, Fort, Colombo, on Monday, April 11, 1949, at 11 a.m.

Business

1. To receive the Report of the Directors and Statement of Accounts for the twelve months ended December 31, 1948
2. To declare a dividend
3. To elect a Director.
4. To appoint an Auditor and to transact any other business that may be duly brought before the meeting

By order of the Directors,
BOSANQUET & SKRINE, LTD,
Agents and Secretaries

Colombo, April 1, 1949

Printers and Stationers, Limited

(In Voluntary Liquidation)

ALL persons having claims against the above Company should submit and prove their claims on or before April 20, 1949, after which date no claims against the above Company will be entertained.

For Printers & Stationers, Ltd
(In Voluntary Liquidation)

77, Chatham Street,
Fort, Colombo

R. A. PATEL,
Liquidator

The Ceylon Chamber of Commerce

The Ceylon Chamber of Commerce Ordinance, 1895, as amended by the Ceylon Chamber of Commerce (Amendment) Ordinance, 1932

WITH reference to the Rules of the Ceylon Chamber of Commerce and relative appendices published on pages 1932 *et seq* of Part I of the *Ceylon Government Gazette* No 8,024 dated December 22, 1933, it is hereby notified that at an Annual General Meeting of the Chamber duly convened and held at their rooms on Friday, March 25, 1949—

1. *Rules.*—The following rule was substituted for Rule 46 of the Rules contained in the schedule to the Chamber of Commerce Ordinance (Cap 210) —

46 The Seal of the Chamber shall not be used or affixed to any instrument whatsoever except in the manner provided in section 11 of the Ordinance

2 *Tonnage Scale—Appendix A*—The following amendment was confirmed with effect from April 1, 1948:—

Copra in bags, uncut 9 cwt 8.

3 *Bye-Laws and conditions of sale of Tea. Appendix B.*—Condition of Sale No. 3 was amended to read as follows with effect from November 16, 1948 —

If required by the Selling Broker a deposit of 10 per cent shall be made at the moment a lot is knocked down, or at such later time as the Broker may state. Should the buyer fail to make a deposit as required the sale shall be considered as cancelled and the Broker shall re-sell the lot as early as possible either by auction or privately, but not to the same Buyer. The Broker shall report the Buyer to the Association and the Buyer shall be precluded from bidding in auctions for a period of one month therefrom.

No deposit shall be required in the case of a genuinely mistaken bid, provided the bidder notifies the Auctioneer of the mistake before the Auctioneer has left the rostrum.

4 *Bye-Laws and conditions of sale of rubber. Appendix H*—Condition of Sale No 4 was amended to read as follows with effect from November 18, 1948 —

If required by the Selling Broker a deposit of 10 per cent shall be paid at the moment the lot is knocked down or at such later time as the Broker may state but in the case of sole crepe the deposit shall be 25 per cent payable immediately after the close of the auction. Should the buyer fail to make the deposit as required the sale shall be considered as cancelled and the Broker shall re-sell the lot as early as possible but not to the same buyer and the original buyer shall be liable for any loss incurred by such re-sale, and shall not be entitled to any benefit or advantage, arising out of such re-sale. The Broker shall report the buyer to the Association and the buyer shall be precluded from bidding in the auction for a period of one month therefrom.

No deposit shall be required in the case of a genuinely mistaken bid, provided the bidder notifies the Auctioneer of the mistake before the Auctioneer has left the rostrum.

The Ceylon Chamber of Commerce,

C. F. WHITAKER,
Secretary

Colombo, March 28, 1949.

Auction Sale under Mortgage Decree

BY virtue of the commission issued to me in Case No MB 153, in D C, Galle, I shall sell by public auction, on Saturday, April 23, 1949, at 3 p.m., at the spot the following property:—

An undivided three-fourth ($\frac{3}{4}$) share of the soil and trees and everything appertaining thereto of the land called Etumale-owita and Watte, situated at Alut-tanayagoda in Mapalagama in the Gangaboda Pattu of Galle District, Southern Province; containing in extent 3 acres 1 rood and 38 perches or 7 $\frac{1}{2}$ paces of paddy sowing.

For further particulars apply to D. A. Wickramasinghe, Esq., Proctor, S C & N P, Galle, or to the undersigned

V. A. DAHANAYAKE,
Court Auctioneer and Broker.

Galle, March 28, 1949

Auction Sale under Mortgage Decree in D. C., Galle, Case No. M. B. 294

I shall sell by public auction the following properties on Wednesday, April 27, 1949, commencing from 3 p.m. at the 2nd land —

1. All that undivided $\frac{2}{7}$ of $\frac{1}{4}$ parts of all the soil and trees of Liyanamuttagewatta alias Ambagahawatta at Kadurupe in Galle, in extent about $3\frac{1}{2}$ acres

2. An undivided $\frac{1}{6}$ of $\frac{1}{40}$ part of all the soil and trees of the defined portion marked C of Liyanamuttagewatta at ditto together with the entirety of all the buildings standing thereon in extent A O R 1 P 19

3. All that undivided $\frac{1}{6}$ of $\frac{5}{12}$ part of the soil and trees of Galketiye-watta at ditto, in extent about $1\frac{1}{2}$ acres.

4 An undivided 2/3 part of all the soil and trees of all that contiguous lands called Ambagahawatta and Paluwatta, together with the planter's share of the 1st and 2nd plantations standing thereon at date in extent 1½ acres

D G RATNAPALA,
Auctioneer, Broker and Valuator

Ratnapala,
Unawatuna March 9 1949

Auction Sale under Mortgage Decree

BY virtue of the commission issued to me in O R Galle, Case No 27,266, I shall sell by public auction on Saturday, April 23, 1949, at 11 a.m. at the spot the following property —

All that the field called Heliyaddekanata *alias* Naguligodakumbura situated at Paranatanayangoda in Mapalagama in Gangaboda Pattu of Galle District, Southern Province, in extent 3 bags of 12 kurunies, each of puddy sowing

For further particulars apply to Mohamed S Marikau Esq., Proctor S C, Galle, or to me—

V. A. DAHANAYAKE,
Court Auctioneer and Broker

Galle, March 29, 1949

Auction Sale under Partition Decree

UNDER commission in D C., Balapitiya, Case No. B. 1954, I shall sell by public auction the following property on May 14, 1949, commencing at 9.30 a.m. at the spot—

All that allotment of land called Tikunyawegawatta situated at Dewagoda, in Madampe, in Wellaboda Pattu of Galle District S P, and containing in extent 0 acres 1 rood 28 perches.

The said land will be sold in 2 separate blocks, as Block Plan No 2151, filed of record

A H. ALBERT DE SILVA,
Auctioneer and Valuer

511 Sevena,
Balapitiya March 28 1949

Auction Sale in D. C., Matara, Case No. 19,083

BY virtue of commission to recover Rs 4,582 82 with interest and costs, I shall sell by public auction on April 23, 1949, at 3 30 p.m., at the spot the following

An undivided 1/3 of planters half share of 2nd plantation and of soil and of remaining trees with entire 13 cubit tiled house and kitchen, well, lavatory and dining hall of Egodawatta and Boraluwagahawatta at Nakulaganuwa in Hambantota District in extent about 3 kurunies of kurakkan sowing

D P JAYAWARDENE,
Commissioner

Matara March 28, 1949.

Auction Sale under Mortgage Decree in D. C., Kegalla, Case No. 4,797

C S Nicol presently of England Plaintiff

Vs.

A Peter Singho of Niyandarupola Defendant

BY virtue of commission issued to me in above case, for the recovery of Rs. 1,010 40 with further and legal interest, I shall sell the following property on April 23 1949, commencing at 3 30 p.m. at the spot—

1 An und 3/8 of Imbulehenawatta of 2 peras or 6 acres situated at Kongoda, Kegalla District

2 An und 1/4 of Muluthagahamulawatta *alias* Harankulapothewatta of 4 bushels paddy situated at Ethuwala in Kegalla District

Further particulars from Asoka Goonewardene Esq., Proctor

D. S. WITHWARDENE
Auctioneer

Kegalla March 29, 1949

A 8

Application for Foreign Liquor Licence

We hereby give notice that we have on March 22 1949, applied to the Government Agent, Western Province, Colombo, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1950, in compliance with Excise Notification No 200 of September 30 1930

Schedule

1 Name and address of Applicant S T. P Rodrigo, M. A G de Mel & N Wickremaratne of 23, Upper Chatham Street Fort, Colombo 1

2 Description of licence applied for Hotel and Hotel Bar Licences.

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

4 Situation of premises to be licensed. Dominion Hotel 23 Upper Chatham Street, Fort, Colombo

K JOSEPH FERNANDO

MISCELLANEOUS DEPARTMENTAL NOTICES

MY notice dated March 3, 1949, declaring Kandedera and Dodandeniya in Kohonsiya Pattu of Matale District of the Central Province, as an infected area of hoof-and-mouth disease, published in the *Ceylon Government Gazette* No 9,956 dated March 11, 1949 is hereby cancelled in accordance with the provisions of Section 5, sub-section (1) of the Contagious Diseases (Animals) Ordinance, Chapter 327, as the area is now free from disease and is no longer an infected area

R D. P. PAULUSZ,
Assistant Government Agent

The Kachcheri,
Matale, March 25 1949

MY notice dated February 17, 1949, declaring Yatawatte Wasama, in Asgin Pallesiya Pattu, of Matale District, of the Central Province, as an infected area of hoof-and-mouth disease, published in the *Ceylon Government Gazette* No 9,952 dated March 4, 1949, is hereby cancelled in accordance with the provisions of Section 5, sub-section (1) of the Contagious Diseases (Animals) Ordinance Chapter 327, as the area is now free from disease and is no longer an infected area

R D P. PAULUSZ,
Assistant Government Agent

The Kachcheri,
Matale, March 25, 1949

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 Mrs. S Gunawardana, administratrix of the property of late Mr H. S Abeyasena of Mihiripenna, Talpe, Galle, Mrs. S. Gunawardana of Galuwatte, Mihiripenna, Talpe, is appointed as the Manager of the said school in place of Mr. P B Samarajeewa, Talpe, Galle, with effect from February 1, 1949

W. A DE SILVA,
Acting Director of Education

Education Office,
Colombo, March 22, 1949

NOTICE is hereby given that the registration of the under-mentioned school has been cancelled with effect from January 26, 1949.

Name of School	Situation	Name and Address of Manager
Iatukoduya Weaving School	Mallawa, Lihiniyagama, Sandalankawa, Chilaw District.	S. J Fernando Esq., Mallawa, Lihiniyagama, Sandalankawa.

W J A. VAN LANGENBERG,
Acting Director of Industries
Colombo, March 28, 1949

Department of Industries

NOTICE is hereby given that the under-mentioned Weaving Schools have been registered as Grant-in-Aid Schools with effect from March 1, 1949 :—

Name of School	Situation	Name and Address of Manager
1. Rupa Weaving School	Kalukondayawa, Malwana, Colombo District	H P. Wanasinghe, Esq., Kalukondayawa, Malwana
2. Matugama Weaving School	Owitigala, Matugama, Kalutara District	Wilmot A Perera, Esq., M. P., Matugama
3. Desabandu Weaving School	Godagama, Matara, Matara District	C. J. Wijayawardhena, Esq., Godagama, Matara
4. Pallegama Weaving School	Deniyaya, Galle District	Tilak W. Ratnayaka, Esq., Pallegama, Deniyaya
5. Dodampahala Weaving School	Dodampahala, Dikwella, Matara District	A P. S de Silva, Esq., Dodampahala, Dikwella

Colombo, March 29, 1949.

W. J. A. VAN LANGENBERG,
Acting Director of Industries

List of Auditors registered under the Companies (Auditors) Regulations, 1941 (Pursuant to Regulation 11).

Firms (Ordinary Certificates)

Name of Firm	Name of Partners	Business Address
1. Aiyar & Co. . .	Tiruvadi Swaminatha Rajagopalan Kalapathy Sitharamier Vaidyanathan and Papanasam Swaminathan Narayanaswamy	Negris Building, York Street, Fort, Colombo
2. Carter & De Costa . .	Anthony Mervyn Noel de Costa	Imperial Bank Building, Fort, Colombo
3. Cornelius Davar & Patel . .	Ravindranath Ambalal Patel and Dorab Rustomjee Davar	77, Chatham Street, Fort, Colombo
4. Duncum, Watkins, Ford & Co.	Reginald Nelson Watkins, Cyril Elphinstone Begbie and Ernest Turner Green	Lloyds Building, Prince Street, Fort, Colombo
5. Ford, Rhodes, Thornton & Co.	Andrew Edward Illingworth, Francis Bertram Lander, Stanley William Percival, William Oliver Smedley and William Percy Fairlie Kaye	Times of Ceylon Building, Fort, Colombo
6. Hathy & Co. . .	Abdul Raheman Mohamed Hathy	29 2/2, Gaffoor Building, Fort, Colombo
7. R. A. Patel & Co. . .	Revindranath Ambalal Patel . .	77, Chatham Street, Fort, Colombo
8. H. T. Peiris & Co. . .	Handapangodage Tarnolis Peiris	39 1/3, Chatham Street, Fort, Colombo
9. Pope & Co. . .	Henry Legh Pope	Australia Building, York Street, Fort, Colombo
10. M. N. Sambamurti & Co. . .	Melakkaveri Natesa Iyer Sambamurti	Imperial Bank Building, Fort, Colombo
11. Satchithananda, Schokman and de Silva	Kumaraswamy Satchithanada, Donald William Schokman and Bentotage Robert de Silva	2nd Floor, Australia Building, York Street Fort, Colombo
12. S. K. Srinivasan & Co . .	Simile Krishnaiyer Srinivasan . .	83, Chatham Street, Fort, Colombo
13. S. R. Swamy & Co . .	Sitaram Rangaswamy Iyengar . .	94 2/6, York Street, Fort, Colombo
14. P. S. Subramania Iyer & Co	M. Subramania, K N Subarama Iyer, K V. Srinivasan and T C. Minakshi Sundaram	176, Second Cross Street, Colombo
15. P. Thamothearam Pillai & Co	P. Thamothearampillai	213 4/6, Main Street, Colombo

Individuals (Ordinary Certificates)

Name	Business Address
1. Abdeen, Cassim Lebbe Marikar Zairul	"Lake View", Tangalla
2. Bocks, Julian Cecil . .	292, Galle road, Wellawatta
3. Begbie, Cyril Elphinstone	Lloyds Building, Prince Street, Pettah, Colombo
4. Charles, Jacob Anthony	75, Naga Building, Prince Street, Pettah Colombo
5. Chella Rajah, Arunachalam Chelliah	Victoria Building, Fort, Colombo
6. Kumaraswamy, Sanmugam	23, Gregory's Road, Colombo
7. David, Opillamani Thambusamy	47, Hultsdorp Street, Colombo
8. De Costa, Anthony Mervyn Noel	Imperial Bank Building, Fort, Colombo
9. De Silva, Bentotage Robert	2nd Floor, Australia Building, York Street, Fort, Colombo
10. Doig, David . .	Delmege Forsyth & Co Ltd, York Street, Fort, Colombo
11. Duncum, Arthur . .	26, Gower Street, Colombo
12. Fernando, Tevatantrige Ebert	St. Antoni, Moratuwa
13. Goonetilleke, Evelyn Valentine	12, Lockgate Lane, Hultsdorp
14. Green, Ernest Turner . .	Lloyds Building, Prince Street, Colombo
15. Hathy, Abdul Raheman Mohamed	29 22/2, Gaffoor Building, Colombo
16. Illingworth, Andrew Edward	Times of Ceylon Building, Colombo
17. Iyengar, Sitram Rangaswamy	94 2/6, York Street, Fort, Colombo
18. Jayasiriwardena Christopher Wijewickrema	Bristol Building, Fort, Colombo
19. Kahawita, Don Solomon . .	N. S. F Building, Main Street, Colombo
20. Kaye, William Percy Fairlie . .	P. O. Box No. 186, Colombo
21. Kerr, Cecil Grandison Colquhoun	45, Queen Street, Fort, Colombo
22. Kesavan, Thiayil Padmanabham	78, Main Street, Colombo
23. Krishna, Lawrie Muthu . .	5, Charlemont Road, Wellawatta
24. Lander, Francis Bertram . .	Times of Ceylon Building, Fort, Colombo
25. Markar Macan, Alavi Ibraheem	P. O. Box No. 87, Macan Markar Building, Fort, Colombo
26. Mohamed Abdulla Sahib . .	189, Havelock Road, Colombo
27. Munaweera, Don Henry Perera	39, Chatham Street, Colombo

Name	Business Address
28. Murray, John Rose	C/o Messrs. Bosanquent & Skrine, Ltd., Chatham Street, Fort, Colombo
29. Patel, Ravindranath Ambalal	77, Chatham Street, Colombo
30. Perera, Terence Edwin	Bristol Building, Fort, Colombo
31. Perera, Tudor Vincent	29 1/8, Gaffoor Building, Main Street, Colombo
32. Pope, Henry Legh	Australia Building, Fort, Colombo
33. Rajagopalan, Tiruvadai Swaminatha	Negris Building, York Street, Fort, Colombo
34. Rogan Srinivasa	C/o Messrs. Aiyar & Co, Negris Building, Fort, Colombo
35. Rodger, John	Post Box, No 82, Colombo
36. Sambamurti, Melakkaveri Natesa Iyer	Imperial Bank Building, Colombo
37. Satchithananda, Kumaraswamy	2nd Floor, Australia Building, Fort, Colombo
38. Savarimuttu, Samuel	Sabarmati, 59th Lane, Wellawatta
39. Schokman, Donald William	2nd Floor, Australia Building, York Street, Fort, Colombo
40. Sir John Allan Tarbat	63, Queen Street, Fort, Colombo
41. Srinivasam, A. A.	381, Trincomalee Street, Kandy
42. Srinivasan, Simile Krishnaier	83, Chatham Street, Fort, Colombo
43. Subramaniam, Mahadeva	176, Second Cross Street, Colombo
44. Subbarama Iyer, Kizakkeneherry Narayana-pattar	176, Second Cross Street, Colombo
45. Thamotharampillai, P.	213, Main Street, Colombo
46. Vaidyanathan, Kalapathy Sitharamier	Negris Building, York Street, Fort, Colombo
47. Watkins, Reginald Nelson	Lloyds Buildings, Prince Street, Fort, Colombo
48. Wijesinghe, Dudley Oliver	69, Main Street, Pettah, Colombo

Individuals (Special Certificates).

Name	Business Address
1. Menon, Siva Ram Kumara	11, Moor Road, Wellawatta, Colombo
2. Weeramanthri, Maggonage Lucas	77, Chatham Street, Fort, Colombo
3. Ramiah, Sinniah	138, Trincomalee Street, Kandy

Colombo, March 28, 1949

W M SELLAYAH,
Registrar of Companies.

I, M K T Sandys, District Warden of the Badulla District do hereby declare that 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 wild elephants is apprehended

2 A licence authorising the holder thereof to hunt, shoot or kill an elephant within this area will, on application made to me, be issued subject to such conditions as may be necessary or expedient, free of charge

3 This declaration will be in force for a period of two months from March 28, 1949, to May 27, 1949

The Kachcheri M K T SANDYS,
Badulla March 28 1949 District Warden.

Area referred to

Meegahakula Wasama in Oyapalata Kotale in Wiyaluwa Division

Boundaries

North PRC Road to Arawa
East V C. Road from Kogana to Kalugahakandura
South Loggaloya and V C Road to Kalugahakandura
West Loggaloya

I, Mayilvakanam Sri Khanta, District Warden of the Puttalam and Chilaw Districts, 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 authorising the holder thereof to hunt, shoot or kill an elephant within this area will, on application made to me, be issued subject to such conditions as may be necessary or expedient, free of charge

This declaration will be in force for a period of two months from March 23, 1949

M SRI KHANTA,
Asst Gov Agent and District Warden,
Puttalam and Chilaw Districts

The Kachcheri,
Puttalam, March 23, 1949

Area referred to

North By Wadatta-Sohaukalma-Madurankuli V C Road
East By Kottukachchiya-Walpaluwa-Andigama D R. C -V C Road
South By Andigama-Keeriyankali P W D Road
West By Keeriyankali-Madurankuli P W D. Road.

No P V S 510/M

In the Matter of the Application of the Provisions of Section 277 of the Companies Ordinance, No. 51 of 1938, for striking the Name of General Stores—Suppliers, Limited, off the Register of Companies

WHEREAS there is reasonable cause to believe that General Stores—Suppliers, Limited, a company incorporated on March 8, 1947, under the provisions of the Companies Ordinance, No 51 of 1938, is not carrying on business or in operation

Now know ye that I, Walter Mahesa Sellayah, Registrar of Companies, acting under section 277 (3) of the Companies Ordinance, No 51 of 1938, do hereby give notice that at the expiration of 3 months from this date, the name of General Stores—Suppliers, Limited, will, unless cause is shown to the contrary, be struck off the register of companies kept in this office and the Company will be dissolved

W M SELLAYAH,
Registrar of Companies

Department of the Registrar of Companies,
P O Box 571,
Colombo 1, March 23, 1949

In the Matter of the Application of the Provisions of Section 277 of the Companies Ordinance, No. 51 of 1938, with a view to striking the Name of Quick Service Electric Laundries, Limited, off the Register of Companies

WHEREAS there is reasonable cause to believe that the Quick Service Electric Laundries, Limited, a company incorporated on April 8, 1948, under the provisions of the Companies Ordinance, No. 51 of 1938, is not carrying on business or in operation

Now know ye that I, Walter Mahesa Sellayah, Registrar of Companies, acting under section 277 (3) of the Companies Ordinance, No. 51 of 1938, do hereby give notice that at the expiration of three months from this date, the name of the Quick Service Electric Laundries, Limited, will, unless cause is shown to the contrary, be struck off the register of companies kept in this office, and the company will be dissolved.

W M SELLAYAH,
Registrar of Companies.

Department of the Registrar of Companies,
P. O. Box No. 571,
Colombo. March 21, 1949

I, Richard Henry David Manders, Government Agent, North-Central Province, do hereby, under section 11 of the Rabies Ordinance (Cap. 333), proclaim the area comprising the North-Central Province excluding the area administered by the Urban Council of Anuradhapura as an area within which danger of rabies exists. Any dog found in any place or road or any place other than a private building, compound or garden and not being tied up or led shall be liable to be destroyed forthwith.

R H D MANDERS,
Government Agent,

The Kachcheri,
Anuradhapura, March 21, 1949

Rabies

NOTICE is hereby given that as danger of rabies exists in the D. R. O.'s. division of Vavuniya North, the said division is hereby proclaimed under the provisions of section 11 of the Rabies Ordinance, Chapter 333, for a period of six months from April 1, 1949.

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

N MANICKA IDAIKKADAR,
Assistant Government Agent.

The Kachcheri,
Vavuniya, March 29, 1949

Irrigation Ordinance, No. 32 of 1946

IT is hereby notified that I, Louis Lucien Hunter, Government Agent of the Western Province, have by virtue of the powers vested in me by section 15 (1) (a) of the Irrigation Ordinance, No. 32 of 1946, approved the resolution set out in the schedule hereto

L L HUNTER,
Government Agent.

Colombo, February 8, 1949

SCHEDULE

Resolution

This meeting of the proprietors within the irrigable area of the Kitulwala Amuna irrigation work in the Colombo District, Western Province, approves of the Scheme relating to that Irrigation work and prepared under Part V of the Irrigation Ordinance, No. 32 of 1946

The Irrigation Ordinance, No. 32 of 1946

IT is hereby notified that I, S M. Duff, Assistant Government Agent of the Kalutara District, have by virtue of the powers vested in me by section 15 (1) (a) of the Irrigation Ordinance, No. 32 of 1946, approved the resolution set out in the schedule hereto

S M DUFF,
Assistant Government Agent

Kalutara, February 5, 1949

SCHEDULE

Resolution

This meeting of proprietors within the irrigable area of the Peragaha Amcut irrigation work in the Kalutara District, Western Province, approves of the scheme relating to that irrigation work and prepared under Part V of the Irrigation Ordinance, No. 32 of 1946

L. D.—C F 26 A2/39.

The Defence (Control of Imports) Regulations

Notification

BY virtue of the powers vested in me by regulation 5A of the Defence (Control of Imports) Regulations, which, in accordance with the Supplies and Services (Transitional Powers) Order, 1946, has effect by virtue of the Supplies and Services (Transitional Powers) Act, 1945, of the Imperial Parliament, I, Neville Ubesinghe Jayawardena, Controller of Imports, do hereby amend the Schedule to Open General Licence No. 1 dated January 30, 1942, and published at page 9 of the *Supplement to Gazette* No. 8,855 of that date (as amended by any subsequent Notification) by the insertion in paragraph 2 of that Schedule, immediately after item (97), of the following new item:—

“(98). Straw, grass and rush mats and matting”

N. U. JAYAWARDENA,
Controller of Imports

Colombo March 25, 1949

Import Control Notice No. 35/49

Clocks complete and Parts thereof

ESTABLISHED importers are informed that, with effect from December 23, 1948, a licence is required for the importation of item C.64, clocks complete and parts thereof, originating from any source other than India, Pakistan and Burma.

2. Allocations will be issued on the basis of imports in 1947.

3 Importers should forward before April 15, 1949—

- (a) a statement of imports in 1947, supported by Customs stamped entries and invoices.
- (b) a statement of outstanding orders confirmed before December 23, 1948, and expected to arrive in 1949, giving in each case the Indent No. and date, import licence No., if any, quantity and c.i.f. value and probable date of arrival. This statement should be supported by documentary evidence

4 A separate notice will be published regarding new comers.

G O NICHOLAS,
for Controller of Imports

Import Control Office,
Colombo. March 19, 1949

Import Control Notice No. 38/49

Electric Lamp Bulbs—C. 66B

ELECTRIC lamp bulbs manufactured in the British Empire other than Canada, Newfoundland and Hongkong may at present be imported without a separate import licence under Open General Licence No. 4.

2 Applications for licences for the importation from sources not covered by Open General Licence No. 4 will be considered on the basis of imports from all sources in

1948 A statement of imports in 1948, supported by Customs stamped entries and invoices should be forwarded for consideration

3 A separate notice will be published regarding the issue of licences to new comers

G O NICHOLAS,
for Controller of Imports

Import Control Office,
Colombo, March 24, 1949

Export Control Notice No. 9/49

Export of Cocoa Beans

THE previous system of minimum F O B Fair Prices has been discontinued and the following system comes into force immediately.

Those countries which still have an unused I.E.F.C allocation are given below with the quantities available for licensing, and applications for Export Licences will be considered for these

Australia	70 tons	Lebanon	105 tons
Italy	89 "	Palestine	109 "
South Africa	100 "	Philippines	102 "
Switzerland	40 "	Turkey	162½ "
Egypt	200 "	Yugoslavia	200 "
Iceland	20 "		
India	70 "	Total	1,367½ tons
Indonesia	100 "		

Shippers should obtain offers from buyers abroad and these must be submitted on the appropriate form QA, in triplicate (copies of which can be obtained from my office), giving the following details —

- (i) the quantity ordered quoting the relative sample number, and stocks in shippers store available for shipment against the order,
- (ii) the actual price bid in the currency in which the business is being transacted, and details of charges which must be deducted in order to convert it to an F O B. Colombo basis (The charges include freight and insurance (if any) and also any commission, discounts, brokerage or other allowance to be remitted back to the overseas agent or buyer or to be deducted when drawing),
- (iii) documents in support of buyer's offer

Applications should be submitted weekly before noon every Wednesday, commencing Wednesday, March 30, 1949, and within 24 hours applicants will be informed whether Export Licences will be granted. Export Licences will be issued each week for a total amount varying from about 200 tons to 500 tons until the total allocations are exhausted. In issuing Export Licences the following points will be taken into consideration —

- (i) Availability of stocks,
- (ii) Price,
- (iii) Quota available for destination named

A letter of credit or proof from the buyers Bank that the credit has been opened must be produced within ten days of the receipt of my letter informing the applicant that an Export Licence will be granted. If such proof is not produced, my letter should be considered as cancelled. The quantity so offered will become liable to be issued to another shipper

A shipper must effect shipment of his order within one month of the date of the issue of the Export Licence

G O NICHOLAS,
for Controller of Exports

Import and Export Control Office
Colombo, March 22, 1949

A 9

No P/V/20/3

Department of Social Services

Scholarships in Welfare Work for Deaf and Blind

APPLICATIONS for the award of two scholarships (for either sex) for the study of Deaf & Blind Welfare Work in the United Kingdom, written out in the specimen form given below will be received by the Director of Social Services, up to 12 noon on Friday, April 8, 1949

2. Candidates must be Ceylonese between the ages of 25 and 35 on March 1, 1949, and—

- (a) should have passed the London Matriculation, Senior School Certificate (English) or higher Examination.
- (b) Should possess organising ability and practical experience in Social Services and Youth Work. Aptitude for Handwork will be an additional qualification

3 The selected candidates will be required to proceed to England immediately. They must undergo a medical examination as to physical fitness to pursue a course of studies in England

4 A Scholarship allowance, all tuition fees, outfit allowance and medical expenses at rates fixed by Government and free passages to and from the United Kingdom will be provided

5. No Government employment can be guaranteed to applicants at the end of the course of training. It is proposed to utilise their services as Welfare Officers in a scheme of Sheltered Workshops for adult Deaf & Blind, managed by the Board of Governors of the Ceylon School for the Deaf and Blind on behalf of the Government.

6 The selected candidates will be required to enter into an agreement, to follow the prescribed course, to pass the qualifying examination and to undertake to serve in the Scheme for a period of at least 7 years referred to in para 5, as directed by the Director of Social Services.

7 Each selected candidate will have to enter into a bond with two approved sureties up to the full value of the scholarship, undertaking to refund the full amounts advanced by the Government in the event of his failure to complete the course or if he commits a breach of the agreement

8 The selection of the scholars under the advertisement does not constitute a contract of services, nor does it bind the Government to its terms which may be varied if necessary

A. T. GRANDISON,
Director of Social Services

Dept of Social Services,
Lower Lake Road,
Galle Face,
Colombo, March 28, 1949

Application for Scholarship in Welfare Work for Deaf and Blind

- 1 Name in full: _____
- 2 Nationality: _____
- 3 Permanent Address: _____
- 4 Age and date of Birth: _____
- 5 Married or Single and Sex: _____
- 6 Educational qualifications with dates: _____
- 7 Employment since leaving school, with dates: _____
- 8 Proficiency in—
Sinhalese _____
Tamil _____
Reading _____ Writing _____ Interpreting _____
- 9 Organizing ability possessed: _____
- 10 Practical experience in social service work: _____
- 11 Practical experience in Youth work: _____
- 12 Aptitude and experience in Handwork: _____
13. Whether prepared to proceed to England on the conditions laid down: _____

- 14 Names and designations of persons from whom character certificates have been obtained (copies, not originals, of such certificates should be attached).
- 15 Names and designations of Referees of standing who know applicant personally and from whom certificates have not been obtained.
- 16 Any other remarks

.....
Signature of Applicant

Date _____

Post of Sub-Inspector of Works (Temporary), Sanitary Engineering Division, Department of Medical and Sanitary Services

APPLICATIONS are invited to fill a post of Sub-Inspector of Works (temporary), Rural Hospital Scheme, in the Sanitary Engineering Division of this Department on the salary scale of Rs 1,272—16 of 72—2,424 per annum

2 Applicants must not be over 40 years of age on April 1, 1949, and should have passed the S S C or equivalent or higher examination and should have a good knowledge of Surveying and Levelling, Drawing, taking out quantities, preparing estimates, and should have had at least three years' engineering training and experience out of which at least two years should have been on construction works, preferably building construction, and management of labour. They must be able to prepare reports, measure up work, and prepare bills of quantities and payment vouchers

3 The grant of leave and other conditions of service will be governed by the recommendations of Sessional Paper VIII of 1934, as modified by recommendations of Sessional Paper VIII of 1946

4 Rent allowance is payable according to Government rates. The post is temporary and non-pensionable. The selected candidate will be required to contribute to the Public Services Provident Fund.

5 Applicants must produce proof of practical experience, educational qualifications and character by annexing copies of certificates (not originals) to the application and must be able to produce the originals when required

6 Applicants must be prepared to undergo a practical test in Surveying and Levelling and any other written or oral test that may be considered necessary prior to selection

7 Applications stating age, full particulars of experience and training accompanied by copies of certificates, should be addressed to the Sanitary Engineer, Torrington Square, Colombo 7, and should reach his office not later than 12 noon on April 11, 1949. Applications addressed to him or any other officer of this department personally will not be considered

8 Applications from those already in the Public Service will not be considered unless forwarded through the head of the Department

C T WILLIAMS,
for Acting Director of Medical
and Sanitary Services

Office of the D M & S S
P O. Box 500, Colombo,
March 30, 1949

Department of Information

Post of Assistant Sound Technician

APPLICATIONS are invited from Ceylonese for the post of Assistant Sound Technician in the Government Film Unit of this Department on the scale of salary

Rs 1,680—120—Rs 3,600 Applications should be addressed to the Information Officer, Ground Floor, Secretariat Buildings, Colombo, to reach him before April 11, 1949. Rent and cost of living allowances will be paid at the usual Government rates

Applicants must be between the ages of 25 and 35 and should have passed at least the Junior School Leaving Certificate Examination. Applications from those already in Government Service will be considered irrespective of age and education qualification. Applicants should adduce proof that they possess a good knowledge of Radio and Electrical Engineering. Candidates without any practical experience need not apply

The post is temporary and non-pensionable and the appointment is liable to termination on a month's notice

Applicants should attach copies of certificates which will not be returned. The applications will not be acknowledged

Anyone who desires to recommend an applicant should do so by giving him a testimonial. Any attempt to interview the Head of Department or any other officer of the Department or otherwise influence the selection of an applicant will render such applicant liable to disqualification

The application should be made as in the specimen shown below. No forms will be supplied by this Department for this purpose

H A J HULUGALLE,
Information Officer

Department of Information,
Colombo, March 30, 1949

Specimen referred to

Post applied for *Assistant Sound Technician*

- 1 Full name and postal address of applicant _____
- 2 Nationality and place of birth _____
- 3 Date of birth, age last birthday _____
- 4 Educational qualifications _____
- 5 Experience in Radio and Electrical Engineering and any other qualification _____
- 6 Names of persons giving testimonials _____
(Only three copies should be attached)

Signature of Applicant

Date _____

Irrigation Department, Ceylon

Vacancy for Stores Liaison Officer

APPLICATIONS are invited from Ceylonese for the post of Stores Liaison Officer, Irrigation Department, Ceylon. Candidates should have experience in getting indents executed with the least possible delay, obtaining quotations from firms, collecting materials from suppliers and/or stores, arranging for packing, &c, and attending to the expeditious transport of the materials to the respective indenting officers. Candidates should have a thorough knowledge of Engineering stores and materials. Age between 30 and 40 years. Education London Matriculation Standard or equivalent

2 The post is temporary and carries a salary scale of Rs 3,600—180—5,040—240—6,240. Rent and cost of living allowances will be paid according to sanctioned Government rates. Leave and other conditions of service will be in accordance with Government Regulations in force from time to time

3 The selected candidate, if not a pensionable officer, will have to contribute 5 per cent of his salary to the Public Service Provident Fund and may at his option contribute of further 5 per cent. The Government contribution, in either case, will be 7½ per cent.

4 The selected candidate, if not already in Government Service, will be required to pass a medical examination as to his physical fitness to serve in any part of the Island before he can be appointed to the post.

5 Applicants must be prepared to present themselves at the Office of the Director of Irrigation, Colombo, at their own expense to attend any interview which may be required.

6 Applications with copies of testimonials must be sent to the Director of Irrigation, Colombo, before April 15, 1949, stating age, training, experience and professional qualifications, if any. An application from a person already in the Government Service will be considered only if forwarded and recommended through the Head of his Department.

W. A. GUTHRIE,
for Director of Irrigation

Colombo, March 21, 1949

Department of Medical and Sanitary Services

Post of Tutor (temporary)—Training Class for Pupil Assistant Nurses

APPLICATIONS are invited from temporary Nursing Sisters and Matrons in the Department and from Nursing Sisters and Matrons who have resigned from the Department for a post of Tutor (temporary) for the Training Class for Pupil Assistant Nurses.

2 Applicants should be Ceylonese and should be able to deliver lectures in Sinhalese to Pupil Assistant Nurses.

3. The salary scale attached to the post is Rs. 3,780—180—4,500 per annum.

4 Leave and other conditions of service will be governed by the existing Government and Departmental Regulations and Orders.

5 The post is temporary and is terminable on one month's notice.

6. The selected candidate will be liable to serve in any part of the Island.

7 Applications giving full details of previous service in this Department (maiden name should be given if married) should reach this office not later than April 22, 1949, and the covers containing applications should be addressed to "The Director of Medical and Sanitary Services, P. O. Box 500, Colombo" and should be marked "Application for post of Tutor, Training Class for Pupil Assistant Nurses" on the left hand corner.

8 Applications should not be addressed personally to the undersigned or to any other officer in the Department nor should they be handed to any officer at this office but should be placed in the Chief Clerk's letter box.

L. G. BLAZE,
for Acting Director of Medical and
Sanitary Services

Office of the D. M. & S. S.,
Colombo, March 23, 1949

Ceylon Technical College

APPLICATIONS will be received by me up to noon on April 23, 1949, for the post of Lecturer in Mechanical Engineering, Ceylon Technical College. Applications should be made in duplicate on a special form obtainable from me.

2 Candidates not already in the Public Service must be Ceylonese and between 35 and 45 years of age. In the case of those who are already holding permanent appointments in the Public Service the upper age limit will not apply. Candidates should possess either

(i) a first or second class degree in Engineering of a University in the Commonwealth offering Mechanical Engineering subjects in the advanced section, or (ii) a pass in the first or second class of a Diploma examination in Engineering with Mechanical Engineering subjects of a College that is affiliated to the University of London. Applicants must be Chartered Engineers and should have had practical training and/or experience as Mechanical Engineers. Preference will be given to candidates with teaching and/or research experience.

3 The post is not pensionable and the salary is Rs. 8,040 rising by annual increments, 1 of Rs. 360 and 9 of Rs. 480 to Rs. 12,720 with 2 year halt on Rs. 10,800 and Efficiency Bar before Rs. 11,280 per annum. However, if a candidate with considerable teaching and/or research experience is selected, he may be placed at a suitable point on the above salary scale commensurate with his experience and qualifications. Rent allowance and cost of living allowance are payable. The selected candidate will be required to contribute 5 per cent of his salary towards the Public Service Provident Fund and a further 5 per cent if he so desires, the Government contribution in either case being 7½ per cent. If an officer already holding a pensionable post is selected for appointment, the question of preserving his pension rights will be considered.

4 In case no candidate comes up to the stipulated minimum qualifications, appointment may be offered to a candidate who is not a Chartered Engineer, but possessing other qualifications required in paragraph 2 above provided that he has adequate training and experience. The person so selected will not be allowed to proceed beyond a salary of Rs. 10,800 per annum unless and until he is selected a Chartered Engineer.

5 The selected candidate will be subject to the Public Service Commission Rules, the Financial Regulations, the Regulations of the Manual of Procedure, Departmental Orders or any other Regulations or Orders of Government.

6 The appointment will, in the first instance, be on trial for two years terminable on one month's notice by either side, with the possibility of extension at the end of this period. Continued employment will be offered if the services of the selected candidate prove satisfactory.

7 The grant of leave and other conditions of service will in the case of a new entrant to the Public Service be governed by the recommendations in Sessional Paper VIII of 1934, as modified by Sessional Paper VIII of 1946. The selected candidate, if not already in the Government Service, will be required to pass a medical examination before appointment.

8 Applications from those already in Government Service will be considered only if forwarded through the Heads of their Departments.

Ceylon Technical College,
Colombo, March 28, 1949

R. H. PAUL,
Director.

Ceylon Technical College

APPLICATIONS will be received by me up to noon on April 23, 1949, for the post of Assistant Lecturer in Civil Engineering, Ceylon Technical College. Applications should be made in duplicate, on a special form obtainable from me.

2 Candidates not already in the Public Service must be Ceylonese and must be between 25 and 35 years of age and should possess a 1st or 2nd Class Honour Degree of a University in the Commonwealth offering Civil Engineering subjects in the advanced section or should have passed in the 1st or 2nd class of the Diploma examination of a College affiliated to the London University. Preference will be given to those who are Chartered Engineers or those who have completed a satisfactory period of training as assistant under agreement under a Chartered Engineer. Teaching experience will be an additional qualification.

3 The post is not pensionable and the salary is Rs 4,800 rising by annual increments of Rs 360 to Rs 7,680 per annum. The appointment will, in the first instance, be on trial for two years.

4 Rent allowance is payable. The grant of leave and other conditions of service will be governed by Sessional Paper VIII of 1934 as modified by Sessional Paper VIII of 1946. The selected candidate if not already in Government Service will be required to pass a medical examination.

5 Applications from those already in Government Service should be forwarded through the Heads of their Departments.

Ceylon Technical College,
Colombo, March 28, 1949

R H PAUL,
Director

Probationary Archæological Chemist (in training)

APPLICATIONS will be received by the Archæological Commissioner, Edinburgh Crescent, Colombo 7, till noon on April 25, 1949, for the post of Probationary Archæological Chemist (in training).

2 Candidates should be Ceylonese and should be over 21 years of age and under 35 years.

3 Candidates should possess an Honours Degree (1st or 2nd Class) in Science of any University in the British Commonwealth, with Chemistry as the principal subject. Qualification in Physics will be an advantage.

4 Candidates should furnish satisfactory proof that they are of good moral character, and before appointment the selected candidate will be required to pass a medical examination.

5 The selected candidate will be required to proceed to India to undergo a training for two years under the Archæological Chemist in India. He will receive during the period of training a living allowance at the rate of Rs 3,000 for the first year and Rs 3,360 for the second year. He will be paid the cost of travelling to India and back and of any additional travelling in India approved by the Archæological Chemist in India.

6 On his return if appointed Archæological Chemist on probation for two years, he will be placed on a salary scale Rs 4,440—11 of 360 and 2 of 480—Rs 9,360 per annum.

7 Before proceeding to India for training, the selected candidate will be required to enter into an agreement and bond in the sum of Rs 10,000 to pursue faithfully and diligently the course of training arranged and to remain in the service of the Archæological Department for a period of at least 5 years after his return from training.

8 Leave and other conditions of service will be as laid down in the Financial Regulations for new entrants to the Public Service.

9 The selected candidate while in training or on probation will be liable to discontinuance at any time if he fails to satisfy the Archæological Commissioner in respect of his good conduct or application to duty.

S PARANAVITANA,
Archæological Commissioner

Edinburgh Crescent,
Colombo 7, March 24, 1949

Government Analyst's Department

Post of Probationary Assistant Analyst

APPLICATIONS are invited from Ceylonese candidates for a post of Probationary Assistant Analyst in the Government Analyst's Department.

2 Educational Qualifications First or Second Class honours degree in Chemistry of the University of Ceylon or of a recognized British University, or the Associateship of the Royal Institute of Chemistry of Great Britain and Ireland.

3 Salary During the first year Rs 3,000 per annum, during the second year Rs 3,360 per annum. On satisfactory completion of 2 years' probationary service, the officer selected will be eligible for promotion to the permanent grade of Assistant Analyst, on the salary scale of Rs 4,440—10,800 by 11 increments of Rs 360 and 5 of 480 (Efficiency Bonus before Rs 8,040). Rent and war allowances will be paid according to the sanctioned Government rates.

4 Conditions of Service The appointment will, in the first instance, be on probation for two years. Leave and other conditions of service will be in accordance with Government regulations applicable to probationers.

5 Applicants must be Ceylonese, between the ages of 20 and 30 on April 1, 1949, and should be of good moral character.

6 The selected candidate should be prepared to serve in any part of the Island. He will be required to pass a medical examination as to his physical fitness with particular regard to his eye sight and hearing, before appointment.

7 Applications from persons already in the Public Service should be forwarded through the Head of the Department.

8 In the case of applicants who are not already members of the Public Service, copies of three recent testimonials from persons who have personal knowledge of the applicant should be sent with the application. Any form of canvassing will be considered a disqualification.

9 Applications should be addressed to the Government Analyst, Torrington Square, Colombo, and should reach his office on or before 12 noon on April 20, 1949.

W R CHANMUGAM,
Government Analyst.

Office of the Government Analyst,
Torrington Square,
Colombo 7, March 29, 1949

Department of Information

Posts of Cinema Operators and Assistant Cinema Operators

APPLICATIONS from Ceylonese are invited for the above vacancies in the Department of Information. Candidates for the posts of Cinema Operators should possess a fair knowledge of English and have experience in operating 35 mm Projectors. The salary scale attached to a post of Cinema Operator is Rs 744—42—1,164 and that of Assistant Cinema Operator is Rs 576—18—936 per annum. Candidates without experience or aptitude for the posts need not apply. Experience in driving motor vehicles will be an additional qualification. Applications close on April 11, 1949.

H A J HULUGALLE,
Information Officer

Department of Information,
Colombo March 31, 1949

Government Stores Department

Post of Assistant Superintendent of Stores

APPLICATION from Probationary Assistant Superintendents of Stores, members of the Public Service and others for the post of Assistant Superintendent of Stores will be received by the undersigned up to 12 noon, on Friday, April 29, 1949.

Applications must be made on the prescribed form as shown below. Members of the Public Service must forward their applications through the Heads of their respective Departments, who should state whether they are prepared to release the applicant (if selected), in terms of Regulation 109 of the Manual of Procedure.

Qualifications—Applicants other than Probationary Assistant Superintendents must possess first-hand experience in dealing with Tenders, Indents and Contracts, purchase of stores and stores problems generally. They must also possess at least five years' experience in practical storekeeping in a large storekeeping establishment and a minimum of two years' administrative experience. Experience in dealing with Shipping, Landing and Delivery of Cargo and shipping problems generally will be considered an additional qualification.

Age—Applicants must be between the ages of 25 and 45 years. Probationary Assistant Superintendents will be eligible irrespective of qualifications or age.

Salary—The salary scale of the post is Rs 4,080—360—7,680 per annum.

The payment of rent and cost of living allowance and the grant of leave and other privileges will be in accordance with Government Regulations.

In the case of applicants from outside the Public Service, three recent testimonials (one of which must be from the present employer) with regard to the applicant's qualifications and character must be attached to the application.

The selected applicant will be appointed on probation for a period of two years.

Form of Application

Full Name (in block capitals) _____
 Date of Birth _____
 Nationality _____
 Educational Qualifications _____
 Present employment _____
 Employments previously held (with dates) _____
 Details of _____
 (a) Stores experience (with dates)
 (b) Administrative experience (with dates)
 Other Qualifications _____

Names and addresses of persons from whom testimonials are attached (copies not more than three recent testimonials, one of which must be from the present employer) must be attached to this application.

J W WARBY,
 Superintendent of Stores ✓

Government Stores Department,
 Colombo, March 28, 1949

Department of Income Tax, Estate Duty and Stamps

APPLICATIONS are invited for filling two vacancies in the grade of Temporary Assistant Assessors in the Department of Income Tax, Estate Duty and Stamps.

2 Applicants must be Ceylonese.

3 All candidates must apply on the prescribed form which may be obtained from the Commissioner of Income Tax, Estate Duty and Stamps, P O Box No 515, Galle Face Flats, Colombo 3. A candidate who has already applied for a post of Probationary or Temporary Assistant Assessor in this Department need not send in a fresh application, unless he has subsequently acquired further academical or professional qualifications.

4 Applications must reach the Commissioner of Income Tax, Estate Duty and Stamps before 12 noon on Wednesday April 20, 1949.

5 Every applicant must furnish satisfactory proof—

(i) that on April 20, 1949, he will have attained the age of 20 years and not have attained the age of 27 years, and

(ii) that he holds a degree (preferably with Honours) of a University in the United Kingdom or Ceylon or is qualified as a Barrister-at-Law or Advocate of the Supreme Court of Ceylon or Accountant.

Provided that—

1 A candidate who is a Chartered or Incorporated Accountant or Registered Accountant (Ceylon) may, however, apply notwithstanding that he does not conform to the above conditions.

6 The salary payable to a Temporary Assistant Assessor will be Rs. 300 per mensem. The post will be temporary and non-pensionable and the services of the persons appointed may be terminable on 30 days' notice. Leave and other privileges will be as laid down in the Financial Regulations for officers holding temporary posts. The salary payable to a Chartered or Incorporated Accountant or Registered Accountant (Ceylon) is Rs 400 per mensem.

D W RAJAPATIRANA,
 Commissioner of Income Tax, Estate
 Duty and Stamps

Colombo March 28, 1949

Department of Census and Statistics

Post of Assistant Director of Statistics

APPLICATIONS are invited from members of the Public Service as well as from persons outside the Public Service for the post of Assistant Director of Statistics, Department of Census and Statistics.

2 Applicants must be Ceylonese and should be over 25 years of age and under 40 years on April 23, 1949. They should (a) have an Honours degree of a recognised University in Statistics or in Economics with Statistics as a subject, (b) possess considerable experience in statistical work, and (c) possess organizing ability and administrative experience.

3. The salary of the post is Rs 4,800 per annum rising by annual increments, 10 of 360 and 9 of 480 to Rs 12,720 with 2 years halt on Rs 10,800 and E B before Rs. 8,040 and Rs 11,280. Rent allowance and cost of living allowance are payable according to Government Regulations.

4 The post is permanent and pensionable and the selected candidate will, if not already in the Public Service, be required to pass a medical examination before appointment.

5 The grant of leave and other conditions of service will, in the case of a new entrant to the Public Service, be governed by the recommendations in S P VIII of 1934, as modified by S P VIII of 1946.

6 The selected candidate will be subject to the Public Service Commission Rules, Public Service Regulations, the Financial Regulations, the Regulations of the Manual of Procedure, Departmental Orders or any other regulations or orders of Government.

7 Members of the Public Service must forward their applications through the Heads of their respective Departments, who should state whether they are prepared to release the applicants (if selected) in accordance with Regulation 109 of the Manual of Procedure.

8 Applications must be addressed to the Director of Census and Statistics, and should reach him on or before April 23, 1949. In no circumstances should an application be addressed personally to the Director of Census and Statistics or to any other officer of the Department. In the case of applicants from outside the Public Service, at least two recent testimonials should be annexed to the application with regard to the applicant's qualifications and character.

K WILLIAMS,
 Director of Census and Statistics
 Department of Census and Statistics,
 P O Box 563,
 Colombo 7, March 28, 1949

OMNIBUS SERVICE LICENSING ORDINANCE, No. 47 of 1942

List of Applications for Licences to Ply Omnibus or Cab Services

With reference to Section 4 (b) of the Omnibus Service Licensing Ordinance, No. 47 of 1942, a list of applications for regular omnibus or cab services is published below for the information of persons who are already providing transport facilities along or near to the proposed route or any part thereof or for the information of any local authority within the administrative limits of which any proposed route or part thereof is situate.

Any representations such person or local authority may wish to make in connection with any of the following applications may be made to me in writing to reach me on or before April 22, 1949. Such representations should be sent IN DUPLICATE and (1) the serial number shown against each application, (2) the name and address of the applicant, and (3) the proposed route should be quoted in the representation. Separate representations should be made in connection with each separate application if such representations are to be made in respect of more than one application.

Date of Receipt	Serial No	Name and Address of Applicant	Route Applied for	Remarks
26 2 49	NC 43	Sri Lanka Omnibus Co., Ltd., Colombo	Harwalla to Negombo via Pugoda, Urapola, Veyangoda, Minuwangoda, and Negombo (Express from Veyangoda to Negombo)	Bus Service
28 2 49	NC 44	South-Western Bus Co., Ltd., Mt. Lavinia	Panadura Railway Station to Wadduwa via Walawatte, Dibbedda, Talpitiya, Mahawadduwa West	Cab Service
28 2 49	NC 45	do.	Rattapitiya to Galle Road-Aerodrome Junction at Ratmalana via Attidiya and Aerodrome	Bus or Cab Service
1 3 49	NC 46	T. Tennakoon, Rambukwela, Harankahawa, Katugastota	Ruprewa to Medilla via Bokkewela, Rambukwela, Metwela	Cab Service
1 3 49	NC 47	S. Arulanathan, Mullaithivu	Mullaithivu Bus Stand to Nayaru Ferry via Chullavattai, Alampil and Chemmala	Bus or Cab Service
2 3 49	NC 48	The Yala Omnibus Co., Ltd., Galpatha, Kalutara	Kalutara South Bus Stand to Uduwara New Bridge via Kalutara North, Uggabhoda, Bogaha Junction, Eliamodera, Galpatha and Pathakada	do.
2 3 49	NC 49	do.	Galpatha to Uduwara New Bridge via Pathakada	Cab Service
3 3 49	NC 50	The South-Western Bus Co., Ltd., Ratmalana	Galle Bus Stand to Arpegama Junction via Dodaanduwa, Hikkaduwa, Arachukande, Gonapinnuwa, Alutwala	Bus Service
3 3 49	NC 51	P. S. Bus Co., Ltd., Kandy	Kandy Market Bus Stand to Hiyaapitiya (on the Daulgala Road) via Peradeniya, Elugoda, Hendeniya, Naranwala and Handessa	do
3 3 49	NC 52	do.	Training Colony, Peradeniya Junction, to Hillwood College, Kandy, via Peradeniya, Getambe, Kandy Convent, Browning Street, Hill Street, Trincomalee Street, and Victoria Drive (Week days only as a school special)	do
4 3 49	NC 53	Potapitiya Co-operative Transport Society, Potapitiya, Wadduwa	Potapitiya to Morontuduwa via Nugugoda, Welketiya, Panapitiya, Millagahamulla, Karandana, Thumburiya and Nanduwa	Cab Service
8 3 49	NC 54	Gardiye Motor Service Co., Ltd., Akkarapattu	Tirukkovi to Ingmyagala via Akkarapattu, Arasadi Junction, Malukampuddi, Samanturai, Amparai (Express between Akkarapattu and Arasadi Junction)	Bus Service
9 3 49	NC 55	Katana Motor Bus Co., Ltd., Katana	Dambadeniya to Colombo via Gnulla, Nalla, Kotadeniyawa, Katana, Kandawala, Mahahumpitiya (Express from Mahahumpitiya to Colombo)	do
9 3 49	NC 56	South-Western Bus Co., Ltd., Mt. Lavinia	Nawutuduwa to Paryagala South via Kosgahakanda, Eladuwa, Kendegahawala	do
9 3 49	NC 57	North-Western Blue Line Bus Co., Ltd., Wattala	Negombo Esplanade Junction to R. A. F. Camp, Katunayake via Bus Stand, Kurana (Extension of service R. 744 to R. A. F. Camp Katunayake)	do
10 3 49	NC 58	Moratuwa Co-operative Bus Service Society, Ltd., Piliyandala, Kesbewa	Moratuwa Railway Station Junction to Piliyandala via Rawatawatia, Motatumulla, Kospelena	do
10 3 49	NC 59	M. I. M. Thawfeek, Welipitiya, Weligama	Weligama to Betsayamulla via Kedawatte, Kolsanda, Welipitiya, Kokamaduwa, Dolopahala, Nalawana and Kenanga	Cab Service
11 3 49	NC 60	H. M. Kiri Bandara, Wasabha, Malkaduwwawa, Kurunegala	Horawapitana to Vavuniya via Kebittigollawa	Bus Service
12 3 49	NC 61	T. R. S. Fernando, Rex Stella Bus Service, 230, Galle Road, Moratuwa	Moratuwa to Piliyandala via Rawatawatia, Moratumulla, Kospelena	do
15 3 49	NC 62	The High Level Road Bus Co., Ltd., Homagama	Nawagamuwa to Kurwatuduwa via Hewagama, Horaketiya, Oruwala, Aturuguriya, Walgama, Homagama, Megammana and Diyagama	Cab Service
16 3 49	NC 63	The South-Western Bus Co., Ltd., Mt. Lavinia	Panadura Bus Stand to Piliyandala Bus Stand via Lunawa Junction	Bus Service
16 3 49	NC 64	do.	Moratuwa Junction to Piliyandala Bus Stand via Lunawa Junction	do
16 3 49	NC 65	do.	Moratuwa Redway Station Junction to Piliyandala Bus Stand via Lunawa Junction	do
16 3 49	NC 66	Gammu Bus Co., Ltd., Nugugoda	Moratuwa Bus Stand to Piliyandala Bus Stand via Rawatawatia, Suwasapola	do
16 3 49	NC 67	The Colombo Omnibus Co., Ltd., 215, Cottica Road, Borella	Etu Kotte Junction to Gaffoor Building Bus Stand, Fort, via Rajguriya, Borella, Eye Hospital Junction, Hyde Park Corner, Darley Road, McCallum Road and Lotus Road	do
16 3 49	NC 68	Elipitiya Bus Co., Ltd., Elipitiya	Agalya to Ambalangoda Bus Stand via Stalledale, Polbahawala, Thambaddegama, Yakkatuwa, Kurundugahabuttuma, Kossathumanana, Eravawila, Watugedera	Cab Service
16 3 49	NC 69	W. D. Thomas, Secretary, Samupakana Sewala Samitiya, Uduwa South, Horana	Padukka to Horana via Uduwala, Malgala, Dambara, Meewanasapana, Gurugoda, Murrugama	do.

N. MOONESINGHE,

Commissioner of Motor Transport.

Date of Receipt	Serial No	Name and Address of Applicant	Route Applied for	Remarks
16-3-49	NC 70	Panadura Motor Transit Co., Ltd., Panadura	Ratnapura to Kahagama via Hiddellana, Kavapuncha, Kosgala Junction Ratnapura to Ratnapura (Circular Service) via Kahagama, Kosgala Junction, Karapuncha, Hiddellana	Bus Service do.
16-3-49	NC 71	do.	Watuwedera to Balapitiya via Andadola Junction, Andadola Railway Level Crossing, Hiddellana	Cab Service
18-3-49	NC 72	D Wilbert Silva, Paragahatota, Watugedera, Ambalangoda	Watuwedera Junction	
21-3-49	NC 73	G D. Solomon, General Motor Transport Co., Panadura	Moratuwa Railway Station Junction to Piliyandala Junction via Ravatawatte, Kospelana	Bus Service
21-3-49	NC 74	do.	Moderu or Kankangoda to Piliyandala Junction via Egoda Uyana, Moratuwa, Lunawa Junction, and Kospelana (Extension of Kankangoda-Moratuwa service to Piliyandala)	do
8-3-49	NC 75	The Northern Omnibus Co., Ltd., Jaffna	Grand Bazaar Bus Stand to Sinnakade via Kengasatram, Regal Theatre, Court House, Post Office and Customs	do
8-3-49	NC 76	do.	Kandy Road Junction to Karativu Road Junction via Kanagaratnam Road, Kachcheri-Nalloru Road Junction, Point Pedro Road Junction, Kankasanturai Road Junction	do
8-3-49	NC 77	do	Jaffna to Chavakachcheri via Navakuli, Thachanthoppu, Maravampulavu, Thananaklappu	do
22-3-49	NC 78	C B. Wijesayake, Church View, Ragama	Ragama Railway Station to Kandana Junction via Polgahena Junction	Cab Service
22-3-49	NC 79	do.	Ragama Railway Station to Mahara Jai via Weraluwa Junction, Orange Hill and Naragoda Paluwa Junction	do
22-3-49	NC 80	do.	Kandana Junction to Weraluwa via Mazenod College, Hapugoda Junction, and Walpola	do
22-3-49	NC 81	Sri Lanka Omnibus Co., Ltd., Colombo	Railway Gate Nakkawala Ferry (Garugala) to Urapola via Medagoda, Amritrigala, Bopagama and Meewit- gammana	do
22-3-49	NC 82	do.	Ruvanwella to Kirundivela via Panankada, Gonagala, Mahadeniya, Amritrigala, Hussela and Weke	do.
22-3-49	NC 83	do	Mawanella to Uduwela via Ussapitiya	do
22-3-49	NC 84	The South Western Bus Co., Ltd., Mt. Lavana	Dehiwala Railway Station to Ratmalana Railway Station via Hill Street, Bellanwila, Athdya Road, Galle-Colombo Road and Ratmalana Railway Station Road	Bus or Cab Service

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

Local Option Poll, Colombo District, to be held in 1948-49

IT is hereby notified that in terms of the Order of the Minister of Home Affairs and Rural Development, published in the *Government Gazette* No 9,959 of March 25, 1949, and in terms of rule 6 of Excise Notification No. 146, published in the *Government Gazette* No. 7,478 of August 14, 1925, as amended by Excise Notifications Nos. 180, 187, 194, 221, 225 and 231, I have appointed the under-mentioned date, time and place for recording the votes for the purpose of ascertaining whether 51 per cent. of the voters in the final list of voters are in favour of closing, with effect from October 1, 1949, the arrack and toddy taverns shown in the schedule below.

Name of Tavern	Date	Place (Polling Station)	The Polling Area
Arrack and Toddy Taverns in the Kollupitiya Ward The Kachcheri, Colombo, March 28, 1949	April 23, 1949	St Michael's School Hall, St Michael's Road, Polwatte, Kollupitiya	The whole of the Kollupitiya Ward of the Colombo District L. L. HUNTER, Government Agent.

Sale of Toddy Rents, Mannar District—April 16, 1949 to June 30, 1949

TENDERS are hereby invited for the purchase of the exclusive privilege of selling toddy by retail in the Toddy Tavern No 1, Parankithoddam in the Mannar District, as per schedule annexed, for a period of 2½ months from April 16, 1949, to June 30, 1949, subject to Toddy Rent Sale Conditions, published in *Government Gazette* No 9,850 of April 2, 1948, and General Conditions applicable to all Excise Licences, published in *Government Gazette* No 8,868 of May 11, 1938

2 Tenders should be marked "Tender for purchase of Toddy Tavern No 1 Parankithoddam in Mannar District" and should reach the Assistant Government Agent, Mannar, not later than the time specified in the schedule hereunder on April 7, 1949

3 The Assistant Government Agent reserves to himself the right of putting up the tenders to auction if the tenders are unsatisfactory and at such auctions of rejecting any bids

4 (a) Every tenderer should make a deposit of Rs 75 in respect of his tender in this Kachcheri or in Jaffna, Vavuniya, Anuradhapura Kachcheries or in the Excise Office, Colombo, the Assistant Commissioner's Office, Jaffna, or the Excise Superintendent's Office, Trincomalee. The receipt for the deposit should be attached to the tender

(b) the deposit so made by the successful tenderer will be liable to forfeiture should he fail to sign the conditions immediately he is declared the purchaser

(c) the deposit of unsuccessful tenderers will be refunded after the sale is concluded

(d) no person is permitted to send in more than one tender for this tavern

5 The successful tenderer on being declared the purchaser shall pay immediately to the Assistant Government Agent a sum equal to two months rent as security deposit and sign conditions and contract furnishing the necessary stamps

6 The conditions of sale and any other particulars can be obtained on application at the Mannar Kachcheri

K C VALLIPURAM,
for Assistant Government Agent

The Kachcheri,
Mannar, March 26, 1949

Schedule referred to

Toddy Tavern—April 16, 1949, to June 30, 1949

Serial No	Division	Local area within which tavern may be sited	Date and time of closing of tender
1	Mannar Island	within the village of Parankithoddam	April 7, 1949—10 0 a m

NOTICES CALLING FOR TENDERS

(Continued from page 486)

Education Department

THE Chairman, Tender Board, Ministry of Education, Secretariat Building, Colombo 1, will receive tenders up to 2.30 p m on Wednesday, May 4, 1949, for the following works —

- (1) Kg/Mawanella Prim School—Construction of school building
- (2) Kg/Hakbellawaka S M School—Construction of school building.

- (3) Kg/Imbulgoda S M School—Construction of school building
- (4) Kg/Batuwatte S M School—Construction of school building
- (5) Bd/Kotamuduna S M School—Construction of school building
- (6) Bd/Yahala Ariawa S M School—Improvements
- (7) Bd/Madugastalawa S M School—Construction of school building
- (8) Bd/Alpitiya S M School—Improvements
- (9) Bd/Tampalawela S M School—Construction of school building
- (10) A/Alinchipottana T M School—Construction of school building
- (11) P/Nurachchali Tamil School—Construction of school building
- (12) C/Walgama Muslim School—Construction of school building
- (13) C/Malapalla S M School—Construction of school building
- (14) C/Kottawa S M School—Construction of school building, and 2 latrines
- (15) Ng/Mirigama Senior School—Construction of 1 school buildings
- (16) K/Udugoda S M School—Construction of school building
- (17) Ku/Baragedera S M School—Construction of school building
- (18) Bd/Wepassawela S M School—Construction of school building, and 2 latrines
- (19) Bd/Ettilwewa S M School—Construction of school building, 'A' Type Teachers' quarters and 2 latrines
- (20) A/Angunocheliya S M School—Construction of school building, 'A' Type Teachers' quarters, well and 3 latrines
- (21) A/Madawachchiya Junior School—Construction of school building
- (22) N/Kalukelle Govt School—Construction of school building and 'A' Type Teachers' quarters
- (23) T/Kuchchaveli Junior School—Construction of school building, 'A' Type Teachers' quarters, well and 3 latrines

Abbreviations

C=Colombo District	Bd=Badulla District
K=Kandy District	Kg=Kegalla
A=Anuradhapura District	Ku=Kurunegala District
P=Pattalam District	Ng=Negombo District
N=Nuwara Eliya District	T=Trincomalee District

2 Tenders should be made on forms obtainable on application from the Education Officer of the Province in which the school is situated. All particulars can be obtained from him

3 A deposit of Rs 100 each in the case of items 1 to 11 and Rs 250 each in the case of items 12 to 23 should be made at a Kachcheri or at the Education Office, W A A F Camp, Lower Lake Road, Colombo 1, and a receipt should be obtained and forwarded before any tender form can be issued. Cheques, Money Orders, Postal Orders, &c. will not be accepted

4 Tenderers who are unable to accept more than one work at a time should state so in their tenders

5 Application for tender forms should reach the Education Officers concerned before 12 noon on Tuesday, April 26, 1949

W. A. DE SILVA,
Acting Director of Education.

Education Office,
Colombo 1, March 29, 1949.

GOVERNMENT NOTIFICATIONS

(Continued from page 477)

L. D.—B. 42/38.

E. C.—L. F. 342.

FOREIGN LIQUOR TAVERN RENT SALE CONDITIONS FOR 1949-50 AND SUBSEQUENT PERIODS

BY VIRTUE OF THE powers vested in me by section 18 of the Excise Ordinance (Chapter 42), as modified by the Proclamation published in *Gazette Extraordinary* No 9,773 of September 24, 1947, I, Tharmasothy Vatharaniam Saravanamuttu, Excise Commissioner, with the approval of the Minister of Home Affairs and Rural Development, do hereby direct, that the grant of the exclusive privilege of selling foreign liquor by retail under a tavern licence within any local area, during the period commencing on October 1, 1949, and ending on September 30, 1950, and subsequent periods shall until further notice be subject—

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

Office of the Excise Commissioner,
Colombo, 19th March, 1949.

T V SARAVANAMUTTU,
Excise Commissioner.

Special Conditions

1. (1) *Privilege to be exclusive.*—

(a) The privilege will be exclusive, and will extend only to the sale of potable foreign liquor under a tavern licence to be obtained from the Government Agent in form Excise F L. 5 as published in *Gazette* No. 8,618 of May 31, 1940.

(b) If so desired by the grantee of the privilege for any local area in which the sale of arrack is permitted the privilege will extend to the sale also of arrack in bulk only under a licence to be obtained from the Excise Commissioner in form Excise A. (F. L.) 1 as published in Excise Notification No. 391 in *Gazette* No. 9,406 of May 18, 1945.

The Excise Commissioner shall have the sole discretion to refuse to issue such licence to sell arrack.

(c) If so desired by the grantee of the privilege for any local area in which the sale of toddy is permitted the privilege will extend to the sale also of bottled toddy under a licence to be obtained from the Excise Commissioner in form Excise B 3 as published in Excise Notification No. 392 in *Gazette* No. 9,406 of May 18, 1945.

The Excise Commissioner shall have the sole discretion to refuse to issue such licence to sell bottled toddy.

(2) The privilege shall not be deemed to be infringed by the sale of foreign liquor within the same local area under any class or kind of foreign liquor licence other than the foreign liquor tavern licence.

2. (1) *Period of Privilege.*—

The privilege will be granted for the period commencing on October 1 of any one year, and ending on September 30 of the next succeeding year, or for any shorter period within these 12 months, on application by way of tender or by auction in the form and manner prescribed in these conditions.

(2) *Areas for which Privilege granted.*—

The privilege may be granted for the local area of an individual tavern, or for the respective local areas of each tavern in a group of taverns as the Government Agent may decide.

3. *Tender Form.*—

Every tender shall be made on the form prescribed in these conditions, which may be obtained from the offices indicated in the sale notice.

4. *Tender Deposit.*—

(1) The Government Agent may, if he considers it necessary, require the deposit of a sum not exceeding rupees one hundred (Rs. 100) by the tenderer in respect of each tender.

(2) Every tender shall be accompanied by a Kaohcheri receipt acknowledging the deposit of the sum required by the Government Agent under the foregoing paragraph of this condition, and the number and date of the receipt shall be entered on the face of the tender form.

5. *Prohibition of Tenders by Agents or of more than One Tender by any Person.*—

(1) Every tender or bid shall be made by the tenderer or bidder in his own name. No tender or bid made through an agent, will be accepted.

(2) No person shall send in more than one tender for any one tavern, or group of taverns.

6. *Disqualifications against Acceptance of Tenders. Acceptance null and void*—

(1) No tender will be accepted from any person—

- (a) whose name appears on the list of defaulting contractors, or on the list of defaulters in respect of any kind of Excise licences or of toll rents, or on the list of persons precluded for other reasons from having any concern in any Government rent or contract; or
- (b) whose name is on the Excise Register of offenders; or
- (c) who is a registered criminal within the meaning of the Prevention of Crimes Ordinance, or who has been convicted of any grave crime or of any Excise offence; or
- (d) who at any time held a licence which has been cancelled under section 26 of the Excise Ordinance.

(2) If any tender of any such person has been accepted the Government Agent may in his sole discretion cancel the acceptance and shall communicate his order of cancellation to the grantee. On the making of any such order of cancellation the original acceptance shall become null and void.

7. *Delivery of Tenders.*—

(1) Every tender shall be placed in a sealed envelope, on the top left hand corner of which shall be clearly marked the name of the tavern in respect of which the tender is made and its number on the list of sanctioned taverns, or the designation of the group of taverns in respect of which the tender is made as given in the notice calling for tenders, as the case may be.

(2) Every sealed envelope containing a tender shall—

- (a) be deposited in the Tender Box; or
- (b) be handed to the Government Agent or to his Assistant, or
- (c) be sent by registered post addressed to the Government Agent so as to reach the Kaohcheri,

before the time fixed for closing the tenders.

8. (1) *Power to reject Tender.*—

The Government Agent may in his discretion reject any or all of the tenders received; and in the event of his so rejecting all tenders, he may call for tenders again or put up the privilege, either at once or after further notice for sale by auction.

(2) *Restriction of Bidding at Auction.*—

At such auction no person shall be allowed to bid, unless he shall have either—

- (a) submitted a tender accompanied by the Kaachcheri receipt prescribed in condition 4, whether such tender be for the particular privilege to be auctioned or for any other privilege; or
- (b) produce the receipt prescribed in condition 4, notwithstanding his failure to submit a tender for the particular privilege to be auctioned or for any other privilege

Provided that no person who is duly declared the purchaser of any privilege, whether by way of tender or of auction, shall use or be permitted to use the same receipt for the purpose of a tender or a bid for any other privilege, until he has completed in respect of the privilege already granted to him the steps prescribed hereinafter in condition 9 (1) (a).

(3) *Power to reject Bid.*—

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

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

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

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

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

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

9. (1) (a) *Security Deposit.*—

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

(b) *Signing of Bond.*—

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

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

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

(2) *Banking of Security Deposit.*—

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

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

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

(4) *Registered Postal Address* —

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

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

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

11. *Grantee to have no Interests in Arrack and Toddy Sales.*—

The grantee shall not acquire or hold any share or any interests whether direct or indirect (a) in the sale of arrack except as provided for in condition 1 (1) (b), or (b) in the purchase of any privilege of selling arrack, or (c) in the sale of fermented toddy except as provided for in condition 1 (1) (c), or (d) in the purchase of any privilege of selling toddy within the local area to which the privilege of selling foreign liquor relates or (e) in any malt liquor estate canteen within the Revenue District to which the privilege of selling foreign liquor relates

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

- (a) The grantee shall open the tavern or taverns on the day on which the privilege commences to run
- (b) The Government Agent shall not be bound to find a site for any tavern in the event of the grantee not being able to procure a site.

(c) The grantee shall not open a tavern on any site otherwise than with the approval of the Government Agent such approval being obtained from the Government Agent at least 14 days before the privilege commences to run

(2) *Obtaining of Licences for Sale of Foreign Liquor, Arrack and Bottled Toddy.*—

The grantee shall, not less than five days before the date on which the privilege commences to run, obtain from the Government Agent a licence or licences for the sale of foreign liquor by retail at the tavern or taverns within the local area covered by this privilege. The grantee shall, if he desires to sell arrack, obtain in addition a licence as provided in condition 1 (1) (b) in respect of all or any of his taverns within the area in which the sale of arrack is permitted, and, if he desires to sell bottled toddy, shall also obtain a licence as provided in condition 1 (1) (c) in respect of all or any of his taverns within the area in which the sale of bottled toddy is permitted.

13. (1) *Payment of Rent* —

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

(2) *Due Date of Instalment* —

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

Provided, however, that—

- (1) if the last day of any month is a Sunday, the instalment shall be payable on the day next following, or if that day is a public holiday, on the day next following that day ;
- (2) if the last day of any month is a public holiday, the instalment shall be payable on the day next following, or if that day is a public holiday or a Sunday, on the day next following that day

Every instalment of rent shall be tendered at the Kachcheri Shroff's counter before 3 p.m. on any day other than a Saturday or before 12 noon on a Saturday

(3) *Interest and Penalty* —

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

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

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

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

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

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

15. (1) *Purchase of Arrack, if Sale of Arrack allowed.*—

If a licence to sell arrack in bulk only by retail has been granted by the Excise Commissioner, under condition 1 (1) (b) above, the grantee shall buy all such arrack—

- (a) only in bulk
- (b) only from the arrack tavern or any arrack tavern in the group of arrack taverns to which his foreign liquor tavern is assigned,
- (c) at a price at which the Renter of the said Tavern is authorised by law to sell arrack in bulk to the public,
- (d) only on a valid transport pass issued by the Superintendent of Excise,
- (e) subject to the provisions of condition 16 of form Excise A (F L) 1 published by Excise Notification No 391 in Gazette No 9,406 of May 18, 1945

(2) *Supervisory Rights of Renter of Arrack Tavern.*—

Where a renter of an arrack tavern so supplies arrack to the grantee, such renter will, for the protection of his own exclusive privilege of sale of arrack, have the supervisory rights provided for in the conditions of the licence form Excise A. (F L) 1

16. *Grantee to account for all Foreign Liquor and Arrack, Wastage Allowance* —

The grantee shall account for all foreign liquor and arrack purchased by him from time to time. The allowance made on account of wastage for all kinds of foreign spirits and arrack stocked in bulk, will in no circumstances exceed two per centum of the total quantity purchased since the last date of stock-taking

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

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

18. *Non-transferability of Privilege* —

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

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

If any instalment or part of any instalment of the purchase money or rent, or any duty, fee, or other sum due to the Crown from the grantee, in respect of the grant or of the licence issued to him, remains unpaid after the date on which it becomes due and payable the grantee shall be deemed to have committed a breach of the conditions and of the conditions of the licence issued to him and the Government Agent shall accordingly have power without further process of law, either (i) to suspend or cancel the licence or licences to the grantee in pursuance of the provisions of section 26 of the Excise Ordinance, or (ii) to take the licence or grant under management at the risk of the grantee, or to declare the licence or grant forfeited and reissue or resell it at the risk and loss of the grantee in pursuance of the provisions of section 30 of the said Ordinance.

This condition does not in any way affect the Government Agent's powers to confiscate the security deposit in pursuance of the provisions of condition 9 above

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

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

(c) Where the foreign liquor licence is so cancelled, the Excise Commissioner shall have power to cancel the arrack licence also, after the like notice served in like manner.

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

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

The Excise Commissioner may in such case issue, if he thinks fit, to the person approved by the Government Agent the arrack tavern licence referred to in condition 1 (1) (b), or the bottled toddy licence referred to in condition 1 (1) (c), if any such licence had been issued to the holder of the foreign liquor tavern licence which is cancelled

(3) *No Remission of Rent* —

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

(4) *No Compensation for Losses*.—

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

- (a) whether on account of any closing of the tavern or taverns during the passage of troops, or during the encampment of troops in the vicinity of the tavern or taverns, or during the holding of any poll or on account of the tavern or taverns being situated within or in the vicinity of any area for the time being declared to be a diseased locality under the provisions of any written law, or
- (b) whether on account of the opening of any new arrack or toddy tavern, or estate canteen for arrack or toddy or foreign liquor, or premises licensed for the sale of country liquor or of foreign liquor under any class or kind of foreign liquor licence other than a foreign liquor tavern licence after the sale of the privilege under these conditions, or
- (c) whether on account of the manufacture and drawing of fermented toddy on special licences issued by the Assistant Commissioner for bona fide domestic consumption on medical grounds, and not for sale, or
- (d) whether on account of the manufacture and drawing of fermented toddy within the area or areas of the privilege hereby granted for supply to licensed manufactories in which toddy is used in the process of manufacture, or
- (e) whether on account of the unrestricted tapping, manufacture and drawing of sweet toddy without any licence or permit, or
- (f) whether on account of the refusal of the Excise Commissioner to issue special arrack licences in terms of condition 1 (1) (b) above, or
- (g) whether on account of the issue of any Occasional or Special licences, described in paragraphs 14 and 16 of Excise Notification No. 218 published in *Gazette* No. 7,845 of April 17, 1931, for the sale of foreign liquor, or
- (h) whether on account of the issue of licences for the manufacture and/or sale of other liquors within the local area or areas of the privilege hereby granted, or
- (i) through any other cause whatsoever

20 *Termination of Privilege*.—

The privilege shall terminate on—

- (a) the expiry of the term for which it is granted,
- (b) the death of the grantee, or
- (c) a breach of any of the conditions governing the grant of the privilege

Provided, however, that in the event of the death of the grantee, the Government Agent may, at his discretion, permit the executor, or the administrator of the estate, or the heirs-at-law of the grantee to continue the privilege till the expiry of the term for which the privilege has been granted.

21 *No Surrender of Licence*.—

The licence or licences referred to in condition 12 (2) above, being issued free of charge in pursuance of section 18 (2) of the Excise Ordinance, to implement the contract between the Crown and the grantee, shall not be surrendered by the grantee under section 28 of the said Ordinance, except with the approval of the Government Agent previously obtained in writing

Excise F. L. 26

GOVERNMENT OF CEYLON

FOREIGN LIQUOR TAVERN RENT TENDER FORM

(Condition 3)

Tenders for the purchase of the exclusive privilege of selling foreign liquor by retail under a tavern licence within the local area/areas of _____ in the _____ District

To the Government Agent _____

I/We, the undersigned, hereby tender the sum of Rs _____ only for the purchase of the exclusive privilege of selling foreign liquor by retail under a tavern licence within the above-mentioned local area/areas for the period of one year from October 1, _____, to September 30, _____, in accordance with your advertisement dated _____

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

I/We hereby declare that I/we/am/are not disqualified under any of the provisions of Foreign Liquor Tavern Rent Sale Special Condition 6 (1).

Witnesses .

- (1) _____
- (2) _____

Signature _____
Address _____

Reverse Side of Tender Form

Notes

1. A deposit receipt for Rs _____ is to be annexed to this tender. No tender unaccompanied by a deposit receipt will be accepted. The deposit of Rs _____ will, subject to the provisions of foreign liquor taverns rent sale condition No. 10 be refunded.

2. This form must be enclosed in a sealed envelope bearing on its left hand top corner the name and number of the foreign liquor tavern concerned, and must be deposited in the Kacheheri tender box or handed to the Government Agent, or to the Office Assistant, or posted by registered post in time for delivery at the Kacheheri before the time fixed for closing tenders.

3. A separate form must be used in respect of each tavern, or when taverns are sold in groups, for each such group

AGREEMENT

(Condition 9 (1) (a))

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

Witnesses : _____.

Grantee(s) : _____.

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

Government Agent.

FORM OF BOND

(Condition 9 (1) (b).)

KNOW all men by these presents that I/we* _____ of _____, am/are jointly and severally held and firmly bound unto Our Sovereign Lord GEORGE THE SIXTH, by the Grace of God of Great Britain, Ireland and the British Dominions beyond the Seas King, Defender of the Faith, Emperor of India, His Heirs and Successors, in the sum of Rupees _____ lawful money of Ceylon, to be paid to Our said Lord the King, His Heirs and Successors, for which payment to be well and truly made I/we* bind myself/ourselves jointly and severally* and my/our* heirs, executors, administrators, and personal representatives, and each and every of them, firmly by these Presents. And for further and better securing to Our said Lord the King, His Heirs and Successors, all moneys due and payable under these Presents, I/we*, the said _____ do hereby specially mortgage and hypothecate, assign, and set over unto Our said Lord the King, His Heirs and Successors, all that sum of Rupees _____ deposited by me/us*, the said _____ with _____ on the _____ day of _____, 19 _____, as security for these presents.

Signed and dated at _____, by the said _____ this _____ day of _____, 19 _____.

WHEREAS the above bounden _____ has/have* entered into a Contract bearing date the _____ day of _____ 19 _____, hereto annexed marked 'A' with _____ acting for and on behalf of Our said Lord the King, His Heirs and Successors, for _____.

*Delete words not required

Reverse side of Form of Bond

Now, the Condition of this Obligation is such that if the said _____ shall well and truly _____ and shall well and truly do, observe, and fulfil all and singular the conditions and stipulations on his/their part to be done, observed, and fulfilled in respect of the said Contract, then this Obligation shall be null and void, but otherwise shall be and remain in full force and virtue.

Witnesses

ADDRESSES FOR NOTICES

(Condition 9 (4).)

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

Witnesses : _____.

Grantee(s) _____.