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THE CEYLON GOVERNMENT GAZETTE

EXTRAORDINARY

අංක 12,159 — 1960 ජූලි 18 වැනි සඳුදා — 18.7.1960

No. 12,159 — MONDAY, JULY 18, 1960

(Published by Authority)

PART I: SECTION (I)—GENERAL

Excise Ordinance Notices

L. D.—B. 27/38.
E. C.—LA/A/17.

ARRACK RENT SALE CONDITIONS FOR 1960-61 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, Tikiri Banda Wadugodapitiya, Excise Commissioner, do hereby direct, with the approval of the Minister of Labour, Industries and Fisheries, that the grant of the exclusive privilege of selling arrack by retail within the local area, during the period commencing on October 1, 1960, and ending on September 30, 1961, 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, July 14, 1960.

T. B. WADUGODAPITIYA,
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 26).—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.

No tender form will be issued to any limited liability company unless documents are produced to prove that such limited liability company is not disqualified under condition 6 (2).

4. **Tender Deposit.**—(1) The Government Agent may, if he considers it necessary, require the deposit of a sum not exceeding five thousand rupees (Rs. 5,000) by the tenderer in respect of each tender. Such deposit shall be made either in cash or by cheque marked "for payment" by a bank or by that form of cheque known as a "safety check" issued by the Bank of Ceylon, or by a cheque drawn by a bank on itself.

(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.

(3) Not more than five persons shall jointly tender or jointly bid for any one tavern or group of taverns.

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6. **Disqualifications against Acceptance of Tenders; Acceptance null and void.**—(1) No tender will be accepted from any person—

- (a) who is not a citizen of Ceylon; or
- (b) who is not a male; or
- (c) who is not the holder of a rice ration book of the series for the time being in force; or
- (d) who is under 21 years of age; or
- (e) 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
- (f) whose name is on the list of persons who are debarred from holding excise licences or from being employed by excise licensees; or
- (g) who is a criminal within the meaning of the Prevention of Crimes Ordinance; or
- (h) who at any time held a licence which has been cancelled under section 26 of the Excise Ordinance; or
- (i) who holds a contract with Government for the bottling of arrack; or
- (j) who holds a licence to process arrack and to sell by wholesale; or
- (k) who has been convicted of any offence under the Excise Ordinance more than three times; or
- (l) who has been convicted of any offence under the Excise Ordinance within the two years next preceding the commencement of the privilege.

Provided that in the case of any person who is not the holder of a ration book referred to in paragraph (c), the Government Agent may accept a tender from such person if he produces a certificate from the Village Headman of the area giving his permanent address.

(2) No tender will be accepted from any limited liability company—

- (a) which is registered in Ceylon; or
- (b) the capital of which falls below Rs. 300,000; or
- (c) all the shareholders of which are not citizens of Ceylon; or
- (d) which has no registered office in Ceylon.

(3) If any tender of any such person has been accepted, the Government Agent may, in his sole discretion, cancel the acceptance at any time 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. The tenderer shall not be entitled to claim any compensation from the Crown as a result of such cancellation. Notwithstanding anything in condition 10, any deposit made under condition 4 or the security deposit made under condition 9 (1) (a), or both such deposits may, at the discretion of the Government Agent, be liable to forfeiture to the Crown.

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 the following persons shall not be allowed to bid :—

- (a) any person who is disqualified under condition 6, and
- (b) any other person who has not—
 - (i) 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
 - (ii) 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).

8A. **Procedure in the event of two or more tenders being received for the same amount.**—

- In the event of two or more tenders being received for the same amount, the Government Agent may, at this discretion—
- (a) decide to whom the privilege shall be given by the toss of a coin; or
 - (b) put up the privilege at once for sale by auction and no person who has not submitted a tender shall be permitted to bid at the auction; or
 - (c) reject all the tenders and call for fresh tenders.

9. (1) (a) **Security Deposit.**—

- (i) Subject to the provisions of sub-paragraph (iii), on being declared to be the purchaser of the privilege, the grantee shall at any time but not later than 4 p.m. on the day on which he is so declared to be the purchaser, sign these conditions and pay to the Government Agent as a security deposit a sum equivalent to two months' rent payable for that privilege. Such payment shall be made in cash or by cheque marked "for payment" by a Bank or by that form of cheque known as "safety check" issued by the Bank of Ceylon, or by a cheque drawn by a Bank on itself.
- (ii) Where the security paid by a grantee exceeds Rs. 10,000, the grantee may, if he so desires, furnish a bank guarantee for such security within fourteen days of his being declared to be the purchaser of the privilege and upon such guarantee being accepted by the Government Agent the deposit made by the grantee under condition 9 (1) (a) (i) shall be refunded to him.
- (iii) The Government Agent may, in his discretion, permit the grantee to sign the said conditions and pay the said security deposit not later than 12 noon on the following day in the event of the grantee being unable, on account of some unavoidable or unforeseen circumstances, to sign the said conditions and pay the said security deposit by 4 p.m. on the day on which he is declared to be the purchaser.

(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 112 with the Government Agent for the full amount for which he has purchased it, and the grantee shall specially hypothecate by such bond the said security deposit. Any stamp duty payable in respect of such bond shall be paid by the grantee.

(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 13 (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, being a bank approved by the Government only on the grantee's application and only at his risk and when such deposit is made, no withdrawal will be allowed until the satisfactory discharge of these conditions.

(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 effected 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 within the time specified in condition 9 (1) or fails to furnish the security prescribed in that condition within the aforesaid time limit, the privilege granted to him shall be declared to be null and void and the deposit made by him under condition 4 shall be declared forfeited, and the defaulter shall 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, Bottling Contracts and Processing of arrack.**—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, or

(d) in the licence to process arrack and to sell by wholesale.

12. **Additional Security Deposit for Bottles ; Issues against Return of Empty Bottles, &c.**—(1) It shall not be necessary for the grantee to replace the bottles in which arrack is issued to him at any Government Warehouse but if at any time during the continuance of the privilege the Excise Commissioner declares bottles in which arrack is issued at any Government Warehouse to any grantee to be the property of Government, 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 bottle issued. Bottles other than white shall be replaceable by bottles of any colour other than white and such bottles shall be of the same size and shape as the bottles issued to the grantee. Bottles having a capacity of less than 3 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 holding less than 6 drams, but more than 3 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 does not bear the imprint "Ceylon Excise", and does not have screw thread arrangement on bottle neck for stoppers as on bottles that are being issued from warehouses ; 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, within seven days of his being called upon to do so, 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 rate of Rs. 5 per gallon capacity of bottles, irrespective of their colour, size or 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. Where the grantee fails to furnish the additional security deposit, the Warehouse Officer may refuse to issue arrack in sealed bottles to such 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 1954-1955. 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 1954-1955 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 rates 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 thereon 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.

13. (1) **Opening of Tavern on due Date, and Approval of Site.**—(a) The grantee shall open the tavern or taverns on the day of 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.

14. **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.

15. **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 on a permit to the nearest Excise Warehouse, and deliver it to the Warehouse Officer in charge thereof and obtain a receipt. Such arrack shall be of the strength prescribed by notification for the time being in force in that behalf under condition 17.

(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.

(4) Where the incoming and the outgoing grantees cannot agree with regard to the sum to be paid in respect of any processed arrack, the outgoing grantee shall forthwith remove the balance of processed arrack on a permit to the licensee from whom he purchased the processed arrack.

16. **Employment of Labour.**—(1) The grantee shall not except with the prior approval in writing of the Excise Commissioner* given with the concurrence of the Permanent Secretary to the Ministry of Labour, Industries and Fisheries employ any person other than a citizen of Ceylon to do any work connected with or incidental to the privilege.

(2) For the purposes of condition 6 and of this condition, the expression "citizen of Ceylon" means a citizen of Ceylon by descent or by registration.

17. **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* prescribed from time to time the strength of each quality of arrack issued from a Government Warehouse.

18. (1) **Payment of Rent.**—The grantee shall pay the purchase money or rent to the Government Agent in twelve equal monthly instalments: Provided however, that the Government Agent may, in his discretion, after retaining such sums of money as may be due to Government from the security deposited under condition 9 (1) (b), permit a portion of the eleventh and twelfth instalments of the purchase to money to be set off against the security so deposited.

(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; or

(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 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.

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. (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.

Provided, however, that the grantee may purchase any processed arrack from any licensee who holds a licence to process arrack and to sell by wholesale.

(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 only between 8.30 a.m. and 2.30 p.m. on all days other than Saturdays, or between 8.30 a.m. and 12 noon 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 circumstances.

21. **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.

22. **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 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 clear impression of such seal, he shall refuse to accept such bottles.

23. **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.

24. **Sale of processed arrack.**—

(1) No processed arrack shall be transported by the grantee of any arrack tavern for sale there at except under the authority of a valid pass issued in that behalf by the Superintendent of Excise, of the area.

(2) The sale of processed arrack at a tavern shall be subject to the same regulations and restrictions as in the case of the retail sale of arrack in bottles.

25. **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.

26. **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 I 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 Superintendent 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 in his discretion to the foreign liquor retail (off) and resthouse licences 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 licensee 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.

27. **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.

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

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

30. (1) (a) **Cancellation of Licence and Privilege for non-payment of sums due to Government, &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 15 (3) and 17 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 or if the grantee fails to maintain at all times such minimum quantities, in sealed bottles of different descriptions or in bulk of the kind or kinds of arrack saleable under the tavern licence as the Superintendent of Excise may consider sufficient to meet the local requirements, 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) after fifteen days' notice in writing to the licensee or grantee of his intention to do so, to take the licence or grant under management at the risk of the grantee, or to declare the licence or grant forfeited and re-issue 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. Where any such action as aforesaid is taken by the Government Agent, any loss sustained by the Government in consequence of such action may be recovered from moneys due to the grantee or from any one or more of them as the case may be, whether on this privilege or on any other privileges or contracts between him or them and the Government or from any other money due from the Government to such grantee or grantees on any other account whatsoever.

(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) **Re-grant of Privilege between Cancellation and Re-sale.**—In the event of the cancellation of a licence, the Government Agent shall have the 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.

31. **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 grantees 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 26 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) whether on account of increase in selling prices of arrack ; or
- (k) through any other cause whatsoever.

32. **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.

33. **No surrender of Licence.**—The licence or licences referred to in condition 13 (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

Excise C. S. 26.

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 Rupees (in words) _____ (Rs. _____ Cts. _____) only (exclusive of issue 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 _____ Kacheheri, and sub-join 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) or 6 (2).

Witnesses :

1. _____
2. _____

Signature : _____.

Address : _____.

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 Conditions No. 6 and No. 10, be refunded.

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

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

AGREEMENT

(Condition 9 (1) (a))

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

Witnesses : _____.

Grantee (s) : _____.

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

Government Agent.

ADDRESS FOR NOTICES

(Condition 9 (4))

I/We, the undersigned, do hereby as required by Condition 9 (4) appoint the undermentioned 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 12 (2))

Serial No.	Name of Tavern	Amount payable as Additional Security Deposit for Bottles (3) Rs. c.	Serial No.	Name of Tavern	Amount payable as Additional Security Deposit for Bottles (3) Rs. c.
(1)	(2)	(3)	(1)	(2)	(3)
<i>Colombo Municipality</i>			<i>Jaffna District</i>		
6	ambalapitiya	5,000 0	1	Grand Bazaar	3,500 0
1	Kotahena	5,000 0	2	Karaiyur	1,000 0
2	Kortoboam	2,000 0	5	Vanankerni	800 0
3	Mutwal	2,000 0	7	Valvedditurai	2,500 0
4	Madampitiya	3,000 0	8	Kayts	1,000 0
5	Ferguson Road	1,500 0			
<i>Colombo District (outside Municipality)</i>			<i>Mannar District</i>		
30	Digarolla	3,700 0	1	Periyakadai	1,145 0
28	Timbirigasyaya	570 0			
29	Uswetakeiyawa	125 0	<i>Vavuniya District</i>		
22	Bopitiya	195 0	1	Mullaattiyu	500 0
23	Dandugama	225 0	2	Mankulam	500 0
27	Keragahapokuna	420 0	3	Vavuniya	500 0
21	Seeduwa	150 0			
14	Katunayake	195 0	<i>Batticaloa District</i>		
11	Pitipana	170 0			
20	Kepungoda	70 0	1	Valaichenai	845 0
15	Henmulla	75 0	2	Eravur	1,095 0
16	Etgala	70 0	3	Koddaimunai	975 0
17	Kandewala	325 0	4	Eruvil	645 0
18	Daluwakotuwa	170 0	5	Periyanilavanna	745 0
31	Keragahamune Pahala	1,000 0			
24	Kanuwana	1,020 0	<i>Trincomalee District</i>		
25	Weligampitiya	495 0			
26	Kandana	1,050 0	1	Nevielle Street	1,545 0
19	Kochchikade	270 0	2	Central Road	1,845 0
8	Kudapaduwa	120 0	3	Uppuveli	195 0
9	Periyamulla	200 0			
12	Kurana	195 0	<i>Kurunegala District</i>		
7	Udayartoppu	750 0			
10	Bolawalana	420 0	1	Kattimahana	2,500 0
13	Dagonne	445 0	2	Dunukadeniya	170 0
<i>Kalutara District</i>			3	Yakwila	835 0
1	Kalamulla	2,295 0	4	Kurunegala	3,000 0
2	Diyalagoda	1,650 0	5	Mawatagama	750 0
3	Beruwala	1,650 0	6	Giriulla	1,000 0
4	Walapolapattiya	2,625 0	7	Naramalla	1,000 0
5	Nalluruwa	1,650 0			
<i>Kandy District</i>			<i>Puttalam District</i>		
1	Colombo Street	4,870 0	1	Chenaikudiruppu	1,095 0
2	Katukelle	1,095 0	2	Kuruvikulam	145 0
3	Wahugepitiya	750 0	3	Tetapalai	150 0
4	Pussellawa	1,350 0	4	Kandatoduwa	70 0
5	Hatton	5,250 0	5	Madurankuli	95 0
6	Kotiyagala	2,895 0	6	Mangalaweli	45 0
7	Hardenhuish	1,470 0	7	Kattaikadu	70 0
8	Maskeliya	3,270 0	8	Ottapanai	45 0
9	Hulganga	2,500 0	9	Mundel	150 0
10	Pupressa	1,000 0	10	Andimunai	120 0
			11	Sottupitiyawadi	45 0
			12	Eralai	245 0
			13	Narakkali	45 0
			14	Ihala Mandalana	45 0
<i>Nuwara Eliya District</i>			<i>Chilaw District</i>		
1	Ramboda	950 0	15	Udappu	195 0
2	Padiyapelella	1,220 0	16	Wellawela	120 0
3	Holbrook	3,750 0	17	Rajakadauwuwa	220 0
4	Bambarangalle	3,750 0	18	Karukuponai	95 0
5	Ragala	3,345 0	19	Dematapitiya	95 0
<i>Galle District</i>			20	Bandarawatta	95 0
1	Katugoda	3,750 0	21	Pambala	145 0
2	Heenatigala	2,545 0	22	Ambakandawila	45 0
			23	Udalawela	70 0
			24	Bazaar Street	525 0
			25	Lake Road	545 0
			26	Toduwawa	70 0
			27	Mahawewa	190 0
			28	Kudawewa	150 0
<i>Hambantota District</i>					
1	Hambantota	3,320 0			

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	
		Rs.	c.			Rs.	c.
(1)	(2)	(3)	(3)	(1)	(2)	(3)	(3)
29	Phala Talgasara	45	0				
30	Talwila	70	0	1	Anuradhapura	2,170	0
31	Mudukatuwa	170	0				
32	Dematapitiya	45	0				
33	Morakele	45	0				
34	Katuneriya	170	0				
35	Ulhitiyawa	45	0	1	Badulla	2,520	0
36	Dummaladeniya	70	0	2	Madulsima	1,410	0
37	Boralessa	45	0	3	Haputale	3,750	0
38	Waikkal	45	0	4	Lunugala	1,500	0
39	Nanjundankarai	45	0				
40	Toputota	220	0				
41	Tambarawila	195	0				
42	Lunuwila	120	0	1	Balangoda	3,375	0
43	Wennappuwa	270	0	2	Pinnawala	360	0

Schedule B

(Condition 20)

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) Kattimahana, Dunukadeniya, Yakwila and Giriulla Arrack Taverns of Kurunegala District
Kandy	(1) Central Province (2) Kurunegala, Mawatagama and Naramalla Arrack Taverns of Kurunegala District
Batticaloa	(1) Batticaloa District
Badulla	(1) Province of Uva
Jaffna	(1) Jaffna District
Vavuniya	(1) Anuradhapura District (2) Vavuniya District (3) Mullaitivu District (4) Mannar District
Trincomalee	(1) Trincomalee District

Schedule C

(Vide Condition 26)

(1) Number of Arrack Tavern or Group of Taverns	(2) Foreign Liquor Premises assigned
WESTERN DIVISION	
<i>Colombo Municipality</i>	
Group I—Arrack Taverns	
Tavern No. 1, Kotahena	Dockland Hotel and Bar, Mutwal
Do. 2, Korteboam	F. L. Tavern No. 7, Aluthmawatta, Mutwal
Do. 3, Mutwal	Mrs. P. Suppiah, Retail Off Shop, Skinners Road North M. G. Fernando and Mrs. J. Britto, Retail Off Shop, Skinners Road North
Group II—Arrack Taverns	
Tavern No. 4, Madampitiya	National Restaurant, Grandpass
Do. 5, Ferguson Road	F. L. Tavern No. 8, Grandpass
Group III—Arrack Taverns	
<i>Colombo District (outside Municipality)</i>	
Tavern No. 8, Kudapaduwa	Coronation Hotel and Bar, Negombo
Do. 9, Periyamulla	Messrs. Fernando and Fernando, Restaurant, Negombo
Do. 7, Udayartoppu	F. L. Tavern, Green Road, Negombo Messrs. Fernando and Fernando, Retail Off Shop, Negombo Mr. M. L. Gomez, Retail Off Shop, Main Street, Negombo Resthouse, Negombo (New)
Group IV—Arrack Taverns	
Tavern No. 14, Katunayake	Resthouse, Negombo (Old)
Do. 11, Pitipana	
Do. 12, Kurana	
Do. 10, Bolawalana	

(1)

Number of Arrack Tavern or Group of Taverns

(2)

Foreign Liquor Premises assigned

Group VI—Arrack Taverns

Tavern No. 22, Bopitiya
Do. 23, Dandugama
Do. 21, Seeduwa
Do. 20, Kepungoda
Do. 24, Kanuwana
Do. 25, Weligampitiya

Messrs. E. J. G. and A. M. R. C. Casie Chitty, F. L. Restaurant, Ja-ela
Messrs. E. J. G. and A. M. R. C. Casie Chitty, Retail Off Shop, Ja-ela Resthouse, Ja-ela

Tavern No. 30, Digarolla

F. L. Tavern, Moratuwa
Messrs. T. T. Fernando and T. J. Fernando, Retail Off Shop, 91, Galle Road, Moratuwa

Group II—Arrack Taverns

Tavern No. 20, Bandarawatta
Do. 21, Pambala
Do. 22, Ambakandawila
Do. 24, Bazaar Street
Do. 25, Lake Road

F. L. Tavern 1, Chilaw
F. L. Tavern 2, Chilaw
Mrs. L. Gomez, Retail Off Shop, Chilaw Resthouse, Chilaw

Chilaw District

CENTRAL DIVISION

Kandy District

Group I—Arrack Taverns

Tavern No. 1, Colombo Street
Tavern No. 2, Katukelle

The Secretary, Kandy Hotels Ltd., Queen's Hotel and Bar, Kandy
Messrs. S. D. S. Fernando, A. H. Silva and Mrs. J. S. Malinga Fernando, Castle Hotel and Bar, Kandy
Messrs. S. D. S. Fernando and D. M. Fernando, Royal Hotel and Bar, Kandy
Mr. D. H. F. Perera, King's Hotel and Bar, Kandy
Mrs. W. H. T. Fernando, Empire Hotel and Bar, Kandy
Messrs. M. W. Fernando, M. P. D. Cooray and M. W. S. Cooray, Victory Hotel and Bar, Kandy
Mrs. S. M. Peiris, Peak View Hotel, Kandy
F. L. Tavern, Ward No. 7, Kandy
F. L. Tavern, Ward No. 5, Kandy
J. P. A. de Mel, Retail Off Shop, Trincomalee Street, Kandy
Mr. A. V. Costa, Retail Off Shop, Ward Street, Kandy
Messrs. Cargills (Ceylon) Ltd., Retail Off Shop, Kandy
Messrs. L. A. and L. K. Perera, Green Cafe, F. L. Restaurant, Kandy

Group II—Arrack Taverns

Tavern No. 3, Wahugepitiya
No. 4, Pussellawa

Resthouse, Pussellawa
F. L. Tavern, Pussellawa
O. K. Don Patrick and O. K. Anthony Remaul, Retail Off Shop, Pussellawa

Tavern No. 5, Hatton

Messrs. M. Fernandez and G. S. Fernandez, Castle Hotel and Bar, Hatton
Mr. U. K. D. Ubald, Marcel, Arms Hotel and Bar, Hatton
F. L. Tavern No. 6, Dickoya
F. L. Tavern No. 7, Dickoya
Messrs. O. K. D. J. Ethelbert, O. K. D. Abdon and O. K. D. Wilfred, Retail Off Shop, Dickoya
Messrs. Millers Ltd., Retail Off Shop, Dickoya
Mr. T. X. A. Lane, Crown Hotel, Hatton
Mr. M. J. P. Rayan, Frankland Hotel and Bar, Hatton
The Hotels and Allied Services Colombo, Peak Hotel, Hatton
Mr. A. Subramaniam, Indra Hotel, Hatton

Tavern No. 8, Maskeliya

Mr. A. V. Costa, Maskeliya Hotel and Bar, Maskeliya
Mr. A. V. Costa, Retail Off Shop, Maskeliya

Tavern No. 6, Kotiyagala

Mr. R. A. Fernando, Retail Off Shop, Bogawantalawa
Resthouse, Bogawantalawa

Nuwara Eliya District

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. Andrews' Hotel, Nuwara Eliya
Messrs. Cargills, Ltd., Retail Off Shop, Nuwara Eliya
Messrs. Miller & Co., Ltd., Retail Off Shop, Nuwara Eliya
J. L. Pimanda, T. A. Fernando and H. H. Fernando, Retail Off Shop, Nuwara Eliya
C. Pieris and M. Pieris, Retail Off Shop, Nuwara Eliya

Tavern No. 2, Padiyapelella

K. M. W. Fernando and K. P. T. Silva, Retail Off Shop, Padiyapelella

Tavern No. 5, Ragala

Messrs. M. Motha and M. L. Motha, Retail Off Shop, Ragala

Tavern No. 3, Holbrook

Messrs. Mel Mendis, Ltd., Retail Off Shop, Agrapatana

(1) Number of Arrack Tavern or Group of Taverns	(2) Foreign Liquor Premises assigned
	<i>Badulla District</i>
Tavern No 1, Badulla	Resthouse, Badulla S. M. Miranda and J. R. B. V. Miranda, Uva Hotel and Bar, Badulla F. L. Tavern No. 2, Ward Street, Central Ward No 5, Badulla F. L. Tavern No. 3, Bazaar Street, Central Ward No 5, Badulla S. M. S. Poopalarayer, J. S. Poopalarayer, and S. I. Fernando, Retail Off Shop, Bazaar Street, Badulla Messrs C. E. D. Don and J. M. D. P. Perera, Ltd., Retail Off Shop, Bazaar Street, Badulla
Tavern No 3, Haputale	W. E. Peiris and Mrs. Dulciana de Mel, Retail Shop, Haputale Resthouse, Haputale
Tavern No. 4, Lunugala	The Trading and Forwarding Agency, Lunugala F. L. Shop Resthouse, Lunugala
	<i>Ratnapura District</i>
Tavern No. 1, Balangoda	F. L. Gomez, Retail Off Shop, Balangoda Resthouse, Balangoda
	<i>Batticaloa District</i>
Tavern No. 3, Koddaimunai	Messrs. S. F. Fernando and S. E. Fernando, King's Hotel, Koddaimunai Mrs. V. M. Joseph, Central Hotel, Puliyantivu Mrs. S. Nadarasa, Grand Great Eastern Hotel, Koddaimunai C. Kuruneru, Lake View Hotel, Batticaloa F. L. Tavern, Batticaloa A. S. de Silva Amarasuriya and Sivalingam Chettiyar, Retail Off Shop, Main Street, Puliyantivu Messrs. J. M. S. Miranda, J. T. Miranda, S. F. Fernando and S. E. Fernando, Retail Off Shop, Central Road, Puliyantivu Resthouse, Batticaloa
Tavern No. 5, Periyaniavanai	Mrs. M. M. Sebastian, Miss M. J. S. Martin, Excelsior Hotel and Bar, Kalmunai Resthouse, Kalmunai Mrs. V. M. Joseph, Retail Off Shop, Kalmunai
	<i>Trincomalee District</i>
Group I—Arrack Taverns	
Tavern No. 1, Nevielle Street	J. B. Miranda, Retail Off Shop, Dockyard Street, Trincomalee
Tavern No. 2, Central Road	T. A. M. Fernando, Maysland Hotel, Trincomalee
Tavern No. 3, Uppuveli	Resthouse, Trincomalee (Town) Mrs. S. Pakiam, Retail Off Shop, Division No. 7, Trincomalee S. Vallipuram, Welcombe Hotel, Trincomalee
	<i>Anuradhapura District</i>
Tavern No. 1, Anuradhapura	Grand Hotel, 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 Resthouse, Anuradhapura
	<i>Kurunegala District</i>
Tavern No. 4, Kurunegala	Mr. S. Fernando and Mrs. M. Van Langenburg, 58, Esplanade Road, Kurunegala Messrs. J. Gonsal and J. L. Gonsal, 6, Esplanade Road, Kurunegala Messrs. M. L. H. Miranda and J. T. P. R. Miranda, 176, Kandy Road, Kurunegala Mr. Fredrick Gilbert and Mrs. A. Gonsal, 22, St. Anne's Street, Kurunegala C. L. Paldano, 35, Puttalam Road, Kurunegala Mr. P. D. Bruno and Mrs. P. D. E. Headwig, Grand Hotel, Kurunegala Resthouse, Kurunegala
Tavern No. 7, Naramalla	Resthouse, Naramalla
	NORTHERN DIVISION
	<i>Jaffna District</i>
Group I—Arrack Taverns	
Tavern No. 1, Grand Bazaar	S. F. X. Anasampillai, Retail Off Shop, 31, Main Street, Jaffna
Tavern No. 2, Karaiyur	S. P. Nadarajah, The Jaffna Apohecaries Co. Retail Off Shop, Jaffna Mrs. P. Suppiah, Retail F. L. Shop, Main Street, Jaffna Mrs. P. Suppiah, Retail F. L. Shop, Chemma Street, Jaffna Mrs. Velupillai, Retail F. L. Shop, Jaffna V. Thuraiappah, Grand Hotel and Bar, Jaffna M. Mahadevan and Mrs. Rajasoundari Mahadevan, Colombo Restaurant, Chemma Street, Jaffna Resthouse, Jaffna Yalta Hotel, Jaffna
Tavern No. 8, Kayts	Resthouse, Kayts
	<i>Mannar District</i>
Tavern No. 1, Mannar	F. L. Tavern, Mannar K. Alex Perera, Retail Off Shop, Mannar Resthouse, Mannar
	<i>Vavuniya District</i>
Tavern No. 1, Mullaittivu	Resthouse, Mullaittivu
Tavern No. 2, Mankulam	Resthouse, Mankulam
Tavern No. 3, Vavuniya	Empire Hotel, Vavuniya Resthouse, Vavuniya T. Sabaratnam, Retail Off Shop, Vavuniya
	SOUTHERN DIVISION
	<i>Hambantota District</i>
Tavern No. 1, Hambantota	Mrs. S. H. Ranaweera, Retail Off Shop, Hambantota Resthouse, Hambantota