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THE CEYLON GOVERNMENT GAZETTE

අංක 14,902 — 1970 අප්‍රේල් 17 වැනි පිතුරුදා — 1970.4.17

No. 14,902 — FRIDAY, APRIL 17, 1970

(Published by Authority)

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No. 135 of 1970

No. D. 22/Rect./143.

ROYAL CEYLON NAVY—RETIREMENT APPROVED BY HIS EXCELLENCY THE GOVERNOR-GENERAL

THE undermentioned officer retires from the Regular Naval Force of the Royal Ceylon Navy with effect from April 16, 1970:—

Lieutenant-Commander (S) D. B. C. MACK, R.Cy.N.

By His Excellency's command,

G. V. P. SAMARASINGHE,
Permanent Secretary,

Ministry of Defence and External Affairs.

Colombo, April 7, 1970.

4—552

Government Notifications

L. D.—B. 7/63.

ED 01/12/023.

THE INLAND REVENUE ACT, No. 4 OF 1963

Order under Section 6 (1) (v)

BY virtue of the powers vested in me by section 6 (1) (v) of the Inland Revenue Act, No. 4 of 1963, as amended by Act No. 26 of 1968, I, Ukku Banda Wanninayake, Minister of Finance, do by this Order, on the recommendation of the Ceylon Tourist Board established under the Ceylon Tourist Board Act, No. 10 of 1966, declare that the aforesaid section shall apply to each undertaking specified in the Schedule hereto.

U. B. WANNINAYAKE,
Minister of Finance.

Colombo, 9th April, 1970.

L. D.—B. 7/63.

ED 01/06/004 (II).

THE INLAND REVENUE ACT, No. 4 OF 1963

Notice under Section 16A

BY virtue of the powers vested in me by section 16A of the Inland Revenue Act, No. 4 of 1963, as amended by Act No. 6 of 1969, I, Ukku Banda Wanninayake, Minister of Finance, do by this notice amend the notice under the Inland Revenue Act, No. 4 of 1963, published in *Gazette* No. 14,898 of March 20, 1970, in the Schedule thereto, by the substitution for item 1 thereof, of the following item:—

"1. The Ananda College Development Fund".

U. B. WANNINAYAKE,
Minister of Finance.

Colombo, 4th April, 1970.

4—481

L. D.—B. 129/47.

C 39/6/66.

THE CEYLON (CONSTITUTION) ORDER IN COUNCIL, 1946

Order under Section 61

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

D. R. L. BALASURIYA,
Secretary,
Public Service Commission.

Colombo, April 4, 1970.

SPECIAL NOTICE REGARDING FORWARDING OF NOTICES FOR PUBLICATION IN THE WEEKLY GAZETTE

ATTENTION is drawn to the Important Notice, appearing at the end of each part of this *Gazette*, regarding dates of publication of the future weekly *Gazettes* and the latest times by which Notices will be accepted by the Government Printer for publication therein. All notices for publication in the *Gazette* received out of times specified in the said notice will be returned to the senders concerned.

Department of Government Printing,
Colombo, December 14, 1968.

L. W. P. PERIS,
Government Printer.

ORDER No. 195

The Order No. 187 dated February 17, 1969, made by the Public Service Commission under section 61 of the Ceylon (Constitution) Order in Council, 1946, and published in *Gazette* No. 14,847 of March 28, 1969, is hereby amended in Column II of the Schedule thereto, as follows:—

- (a) in items 1, 2, 3, 4 and 5, by the substitution for the words 'The Deputy Auditor-General (Administration)' of the words 'The Senior Deputy Auditor-General';
- (b) in item 3, by the insertion immediately before the words 'The Assistant Auditor-General' of the words 'The Deputy Auditors-General';
- (c) in item 3, by the substitution for the words 'The Assistant Auditor-General' of the words 'The Assistant Auditors-General'.

4—549

SHOP AND OFFICE EMPLOYEES (REGULATION OF EMPLOYMENT AND REMUNERATION) REGULATIONS, 1954

IT is hereby notified under regulation 31 of the Shop and Office Employees (Regulation of Employment and Remuneration) Regulations, 1954, published in *Gazette* No. 10,724 of October 15, 1954, that the Hon. Minister of Labour and Employment has been pleased to appoint, under section 25 (1) of the Shop and Office Employees (Regulation of Employment and Remuneration) Act (Chapter 129), the following persons as additional members to represent the employers and employees respectively, in the Panel from which Remuneration Tribunals shall be constituted:—

Representatives of Employers:

1. Mr. I. K. G. Chandrasena.
2. Miss. I. M. Cockburn.
3. Mr. C. A. Fernando.
4. Mr. J. Wilson Fernando.
5. Mr. P. D. S. Jayasinha.
6. Mr. W. Walter De Alwis.
7. Mr. H. A. Caldera.
8. Mr. M. Vairavapillai.
9. Mr. R. S. Jogendra.

Representatives of Employees:

1. Mr. M. C. M. Sahffie.
2. Mr. D. H. Samarasena.
3. Mr. D. G. William.
4. Mrs. G. L. Perera.
5. Mr. H. Gilbert Fernando.
6. Mr. C. M. Wickramasinghe.
7. Mr. S. Selliah.
8. Mr. Weerasena Wijesundra.

G. P. TAMBAYAH,
Permanent Secretary,
Ministry of Labour and Employment.

Colombo, 31st March, 1970.

4—468

L. D.—B. 50/37.

THE CO-OPERATIVE SOCIETIES ORDINANCE

ORDER made by the Minister of Agriculture and Food by virtue of the powers vested in him by section 57 of the Co-operative Societies Ordinance (Chapter 124).

M. D. BANDA,

Minister of Agriculture and Food.

Colombo, 15th March, 1970.

Order

1. The provisions of section 32 (2) of the Co-operative Societies Ordinance (Chapter 124) shall not apply to the Mataara Kandaboda Pattu Multi-purpose Co-operative Societies' Union Limited.

4—469

THE NATIONAL HOUSING ACT, No. 37 OF 1954**Certificate under Section 49**

BY virtue of powers vested in me by section 49 of the National Housing Act, No. 37 of 1954, I, Mahabalage Don Henry Jayawardena, Minister of Scientific Research and Housing, do hereby certify that the land described in the Schedule hereto should be acquired by the Government for the purpose of being made available for the carrying out of any housing object within the meaning of section 2 of that Act.

M. D. H. JAYAWARDENA,
Minister of Scientific Research and Housing.

Colombo, March 25, 1970.

SCHEDULE

An allotment of land in extent approximately 20 Acres 0 Roods 36 Perches, out of the lands called "Kulankuli", "Mavidiyan", "Echchilampulam", "Mullaikaddaiady", "Choranchachi" and "Kanakkappan", situated within the Grama Sevakas' Divisions of Kondavil, Kopay South and Thirunelvely in the D. R. O's Divisions of Jaffna and Valikamam East, Jaffna District, Northern Province; and bounded as follows:—

North—Properties belonging to P. Sinnarasa, K. Ratnasabapathy, K. Ratnam and others;

East—Rajapathi Road;

South—Properties belonging to N. K. Nallathamby, S. Thambirasa, S. Kandiah and others;

West—The other portion of these lands.

4—472

THE NOTARIES ORDINANCE (CAP. 107)

Mr. Vimal Nissanka Abeysinghe Weera Wickramasuriya, a Notary authorised to practice in the English language throughout the judicial division of Tangalle, has, under section 22 (1) of the Notaries Ordinance (Cap. 107), tendered his resignation from the office of Notary with effect from 1st September, 1969, and the Honourable Minister of Home Affairs has accepted the resignation as from the said date.

4—506

My No. W. 105/858.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by Labour Tribunal X to whom the industrial dispute which had arisen between the Ceylon Workers' Congress, 72, Greenpath, Colombo 7, of the one part and Henry Woodward Amarasuriya Ltd., the proprietors of Castlereigh Group, Dickoya, and the Superintendent, Castlereigh Group, Dickoya, of the other part, was referred by Order dated February 22, 1969, made under section 4 (1) of the Industrial Disputes Act, Chapter 131, as amended, and published in *Ceylon Government Gazette* No. 14,844 of March 7, 1969, for settlement by arbitration is hereby published in terms of section 18 (1) of the said Act.

R. L. GUNASEKERA,
Commissioner of Labour.

Department of Labour,
Baladaksha Mawatha.
Colombo 3, April 2, 1970.

L. D.—B. 50/37.

THE CO-OPERATIVE SOCIETIES ORDINANCE

ORDER made by the Minister of Agriculture and Food by virtue of the powers vested in him by section 57 of the Co-operative Societies Ordinance (Chapter 124).

M. D. BANDA,
Minister of Agriculture and Food.

Colombo, 26th March, 1970.

Order

The provisions of rule 37 of the Co-operative Societies Rules made under section 54 of the Co-operative Societies Ordinance (Chapter 124) and published in *Gazette* No. 10,086 of March 24, 1950, shall apply to the Weligam Korale Multi-purpose Co-operative Societies Union Ltd., subject to the modification that there were substituted for the words "without the previous approval of the general meeting of the society and of the Registrar", of the words "without the previous approval of the Registrar".

4—505

W. 105/858

AWARD

10/2920.

In the matter of an industrial dispute
between

The Ceylon Workers' Congress (on behalf of
I. Muthusamy & K. Selladurai)
72, Greenpath, Colombo 7,
and

- (1) Henry Woodward Amarasuriya Ltd., the proprietors of
Castlereigh Group, Dickoya,
(2) The Superintendent, Castlereigh Group, Dickoya.

Award

The Honourable the Minister of Labour, Employment and Housing in terms of the powers vested in him by section 4 (1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (1956 Revised Edition), as amended by Acts, Nos. 14 of 1957, 62 of 1957 and 4 of 1962 and 39 of 1968 (read with Industrial Disputes (Special Provisions) Act No. 37 of 1968), referred the above-mentioned dispute to me for settlement by arbitration.

As there was a possibility of settlement, statements were not called for from the parties.

After preliminary discussions, it was agreed between the parties that an ex-gratia payment of Rs. 35 to each of the workmen concerned would be a satisfactory settlement of the dispute.

I am satisfied that this is a satisfactory settlement and make Award accordingly.

The period of non-employment will not be considered as a break in service.

The amounts mentioned shall be paid by the Superintendent at the estate office on or before the 30th of April, 1970.

M. S. MOUFOOD,
President,
Labour Tribunal (10),
Hatton.

Dated at Hatton, this 23rd day of March, 1970.

I do hereby certify that the foregoing is a true copy of the order made in Labour Tribunal, Hatton, in Case No. W. 105/858/10/2920.

M. A. PREMATHILEKE,
Assistant Secretary,
Labour Tribunal, Hatton.

Date: 23rd March, 1970,

4-467

My No. T. 7/902.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by the Arbitrator to whom the industrial dispute which had arisen between the Ceylon Mercantile Union, No. 22 1/1, Upper Chatham Street, Colombo 1 and Messrs. Brown & Company Limited, Darley Road, Colombo 10, was referred under section 3 (1) (d) of the Industrial Disputes Act, Chapter 131 (as amended) for settlement by arbitration, is hereby published in terms of section 13 (1) of the said Act,

R. L. GUNASEKERA,
Commissioner of Labour.

Department of Labour,
Colombo 3, March 31, 1970.

T. 7/902.

A. 832

In the matter of an industrial dispute
between

The Ceylon Mercantile Union,
22 1/1, Upper Chatham Street,
Colombo 1
and

Messrs. Brown & Company Limited,
Darley Road, Colombo 10.

The Commissioner of Labour by virtue of the powers vested in him by sections 3 (1) (d) of the Industrial Disputes Act, Chapter 131, as amended by the Industrial Disputes (Amendment) Acts, Nos. 14 and 62 of 1957, 4 of 1962 and 39 of 1968 (read with the Industrial Disputes (Special Provisions) Act, No. 37 of 1968) referred the above-mentioned dispute to me for settlement by arbitration by his Order dated 29th July, 1969.

The matter in dispute between the parties, as set out in the statement appended to the Commissioner's Order, is "whether the transfer of Mr. S. Mariadas from Messrs. Brown & Co., Ltd., Hatton to Messrs. Brown & Co., Ltd., Lindula, was justified and, if not, to what relief he is entitled.

The matter came up before me on several dates commencing on 13.8.69 and was concluded on 16.1.70. The Union was represented on the first day by Miss May Wickremasuriya, Assistant Secretary, and thereafter by Mr. Vernon de Livera. The Company was represented by Mr. Advocate S. R. de Silva, Assistant Secretary of the Employers' Federation of Ceylon, instructed by Mr. Abeywickrema.

Mr. Advocate S. R. de Silva for the Company states that Mr. Mariadas has been transferred from Brown & Co., Hatton to Lindula, which is about 17 miles away, as he is a transferable employee. For the Union it was submitted that the transfer was unjustified and in direct contravention of the Collective Agreement No. 5 of 1967. The Union, in their statement of case took up the position that, as Mr. Mariadas was not informed at the time he was appointed a clerk in 1953 that he was a transferable employee, the Company was not justified in transferring him to Lindula from Hatton. The transfer, according to the Union, has caused Mr. Mariadas great inconvenience and domestic disorganization. He has also incurred additional expenditure on travelling and meals.

However, on the 16th of January, 1970, I am glad to be able to say that the dispute was settled. The terms of settlement are as follows: —

- (1) The Company agrees to transfer Mr. S. Mariadas from Messrs. Brown & Co., Lindula to Messrs. Brown & Co., Ltd., Hatton, on the first vacancy arising at Brown & Co., Hatton, in a post of Assistant Storekeeper or a clerical post other than that of Typist or Stenographer.
- (2) Mr. S. Mariadas will be allowed to continue in occupation of the quarters at Hatton presently occupied by him.
- (3) This agreement is on the basis of a settlement and will not be a precedent in any future case either between the Union and the Company or between the Union and the Employers' Federation of Ceylon.

I consider the terms of settlement just and equitable and I make my Award accordingly.

W. D. THAMOTHERAM,
Arbitrator.

Dated at Colombo, this 26th day of February, 1970.

4-453

THE CONCILIATION BOARDS ACT

Order

BY virtue of the powers vested in me by sections 3 (1), 3 (8) and 4 (1) of the Conciliation Boards Act, No. 10 of 1958, as amended by Act No. 12 of 1963, read with the Notification made under section 47 (2) of the Ceylon (Constitution) Order in Council, 1946, as amended by Act, No. 4 of 1959, and published in *Gazette Extraordinary* No. 14,886/3 of January 13, 1969, I, Mohamed Haniffa Mohamadu Naina Marikar, Parliamentary Secretary to the Minister of Justice, do hereby—

- (a) appoint the following persons to be members of the Panel of Conciliators constituted for the Eppawala Village area described at No. 6 in the Schedule to the notice under section 3 (2) of the Conciliation Boards Act, No. 10 of 1958, published in *Gazette* No. 14,829 of 22nd November, 1968—

- (1) Mr. Dissanayake Ukkubandage Tikiribanda of Eliyadivulwewa, Eppawala.
- (2) Mr. Ukkubanda Dissanayake of Eppawala.
- (3) Mr. K. B. Dissanayake of Keledivulwewa, Mahailuppallama.
- (4) Mr. Tikiribanda Dissanayake of Galmaduwa Mahailuppallama.
- (5) Mr. Herathmudiyanselage Ranbanda of Aluthwewa, Mahailuppallama.
- (6) Mr. Dissanayake Herath Hamige Tikiribanda of Poththegama, Mahailuppallama.

- (7) Mr. Kirimamy Dissanayake of Ihalamillawa, Eppawala.
 (8) Mr. Dissanayake Thewahamige Kirihamy of Ihalamillewa, Eppawala.
 (9) Mr. Dissanayake Kapuruhamige Tikiribanda of Rajjalegama, Eppawala.
 (10) Mr. Dissanayake Thewahamige Amarasena of Kelesiyambalewa, Eppawala.
 (11) Mr. Kolombage Don Justin Premachandra of Kelesiyambalewa, Eppawala.
 (12) Mr. Dissanayake Hawralage Herath Banda of Eliyadivulwewa, Eppawala.
 (13) Mr. Mudiyansege Tikiribanda Wanninayake of Palugaswewa, Eppawala.
 (14) Mr. Kapuralage Baddarala of Kadurugaswewa, Talawa.
 (15) Mr. Pinage Juwanis Somasiri Siriwardene of Getadivula, Eppawala.
 (16) Mr. Tikiribanda Ilangasinha of Katiyawa Junction, Eppawala.
 (17) Mr. Herath Mudiyansege Menikrala of Nallamudawa, Eppawala.
 (18) Mr. Herathbanda Rajakaruna of Eppawala.
 (19) Mr. Nanhamige Kirihamy of Amunukale, Eppawala.
 (20) Mr. Ranhamige Nanhamy of Eliyadivulwewa, Eppawala.
 (21) Mr. Ukkubandage Kirihamy of Pahalamillewa, Anuradhapura.
 (22) Mr. Suddahamige Tikiribanda of Mediyawa, Eppawala.
 (23) Mr. Kapuruhamige Pinhamy of Kaleamunukole, Eppawala.
 (24) Mr. Dingiri Appuge Kalubanda of Mawathawewa, Eppawala.
 (25) Mr. Mudiyansege Rasolhamy of Konwewa, Eppawala.
- (b) appoint Mr. Dissanayake Ukkubandage Tikiribanda of Eliyadivulwewa, Eppawala, to be the Chairman of the aforesaid panel; and
 (c) determine that the period for which each such person is appointed as a member of the aforesaid panel shall be three years from the date of the publication of this Order in the *Gazette*.

M. H. M. NAINA MARIKAR,
Parliamentary Secretary to the Minister of Justice.

Ministry of Justice,
Colombo, 7th April, 1970.
4/461/1

THE CONCILIATION BOARDS ACT

Order

BY virtue of the powers vested in me by sections 3 (1), 3 (8) and 4 (1) of the Conciliation Boards Act, No. 10 of 1958, as amended by Act No. 12 of 1963, read with the Notification made under section 47 (2) of the Ceylon (Constitution) Order in Council, 1946, as amended by Act, No. 4 of 1959, and published in *Gazette Extraordinary* No. 14,836/3 of January 13, 1969, I, Mohamed Haniffa Mohammod Naina Marikar, Parliamentary Secretary to the Minister of Justice, do hereby—

(a) appoint the following persons to be members of the Panel of Conciliators constituted for the Udu Nuwara Meda Palatha North Village area described at No. 6 in the Schedule to the Notice under section 3 (2) of the Conciliation Boards Act, No. 10 of 1958, published in *Gazette* No. 14,861 of 4th July, 1969—

- (1) Mr. Andiris Jayasinghe of Pamunuwa, Pillimalawala.
- (2) Mr. Ganithagedera Vaidyadasa of Hepana, Pillimalawala.
- (3) Mr. Keerthi Lambert Weerasekera of Hepana, Pillimalawala.
- (4) Mr. Pallegedera Dhanapala of Hepana, Pillimalawala.
- (5) Mr. Pallegedera William of Hepana, Pillimalawala.
- (6) Mr. Menikbowe Sakalawalli Patabendi Dharmadasa of Kirivavula, Pillimalawala.
- (7) Mr. Jayalath Mudiyansege Jayathilake Banda of Embekka, Handessa.
- (8) Mr. Devasurendragedera Dayananda of Embekka, Handessa.
- (9) Mr. Kankanigedera Punchirala of Embekka, Handessa.
- (10) Mr. Siyambalagoda Walawe Punchibandara Warakagoda of Siyambalagoda, Handessa.
- (11) Mr. Deliwala Ambegodagedera Guneris of Heeyawala, Handessa.
- (12) Mr. Herathmudiyansege Seneviratne Banda of Walgama, Handessa.
- (13) Mr. Walgama Arachchilegedera Jayaratne Banda of Walgama, Handessa.

- (14) Mr. Ambegodagedera Eliyas of Heeyawala, Handessa.
- (15) Mr. Muthuwattegedera Munasinghe of Heeyawala, Handessa.
- (16) Mr. Ratnayake Mudiyansege Mudiyanse of Imbuldeniya, Handessa.
- (17) Mr. Bodhikotuwe Rajagurumudiyansege Wijeratne of Imbuldeniya, Handessa.
- (18) Mr. Gamagedera Mudiyanse of Thirappuwa, Handessa.
- (19) Mr. Abeysinghe Bandara Imbuldeniya of Imbuldeniya, Handessa.
- (20) Mr. Jayatillake Bandara Imbuldeniya of Imbuldeniya, Handessa.
- (21) Mr. Baththana Mudiyansege Tikiri Banda of Imbuldeniya, Handessa.
- (22) Mr. Herath Mudiyansege Ram Banda of Imbuldeniya, Handessa.
- (23) Mr. Helambage Don Piyatissa Appuhamy of Haladiwela, Pillimalawala.
- (24) Mr. Dissanayake Mudiyansege Mithurumy Dissanayake of Hiddavula, Handessa.
- (25) Mr. Mahagammehelagedera Seneviratne of Hiddavula, Handessa.
- (26) Mr. P. M. Jayasundera of Pamunuwa, Pillimalawala.
- (27) Mr. Galpoththagodagedera Piyasena of Pamunuwa, Pillimalawala.
- (28) Mr. Ambegodagedera Wijetunge of Pamunuwa, Pillimalawala.
- (29) Mr. Raigama Acharige Nandasena of Peeligama, Pillimalawala.
- (30) Mr. A. M. M. B. Ekanayake of Peeligama, Pillimalawala.
- (31) Mr. Galkotuwe Marasinghe Pedigedera Marasinghe of Rabegamuwa, Handessa.
- (32) Mr. Moragaha Kumburegedera Weerasinghe of Rabegamuwa, Handessa.
- (33) Mr. Navaratne Pathiranalage Weerasinghe of Rabegamuwa, Handessa.
- (34) Mr. Udunuwara Rabegamuwe Paul of Rabegamuwa, Handessa.
- (35) Mr. Ambegodagedera Pemanis of Deliwela, Handessa.
- (36) Mr. Deliwala Galpottagedera Dantuwa of Deliwala, Handessa.
- (37) Mr. Deliwala Siyambalawegedera Kiribandiya of Deliwala, Handessa.
- (38) Mr. Vidanelagedera Kumudu Sumanadasa of Hiyarapitiya, Handessa.
- (39) Mr. Herath Mudiyansege Somaratne of Hiyarapitiya, Handessa.
- (40) Mr. Bodikotuwe Duggana Ralalage Punchiratne Samarakkody of Hiyarapitiya, Handessa.
- (41) Mr. Rajapaksegedera Kaluduraya of Ganguldeniya, Pillimalawala.
- (42) Mr. Navaratne Pathiranalage Weeratunge of Rabegamuwa, Handessa.

(b) appoint Mr. Andiris Jayasinghe of Pamunuwa, Pillimalawala to be the Chairman of the aforesaid panel; and
 (c) determine that the period for which each such person is appointed as a member of the aforesaid panel shall be three years from the date of the publication of this Order in the *Gazette*.

M. H. M. NAINA MARIKAR,
Parliamentary Secretary to the Minister of Justice.

Ministry of Justice,
Colombo, 7th April, 1970.
4-461/2

Miscellaneous Departmental Notices

Loan No. 8189,

THE AGRICULTURAL AND INDUSTRIAL CREDIT CORPORATION OF CEYLON

Notice of Sale under Section 74 of the Agricultural and Industrial Credit Corporation Ordinance (Cap. 402)

IT is hereby notified that by virtue of a resolution of the Board of Directors of the Agricultural and Industrial Credit Corporation of Ceylon under Section 71 of the Agricultural and Industrial Credit Corporation Ordinance (Cap. 402 of the Legislative Enactments of Ceylon, Revised Edition 1956) published in *Gazette* No. 14,889 of January 16, 1970 and in the Ceylon Daily News of January 26, 1970, Mr. Arthur Balasuriya, Licensed Auctioneer of Matara, has been directed to sell by PUBLIC AUCTION on the 5th day of June, 1970, at 10.30 a.m. at the spot the property described hereunder for the recovery of the sum of Rupees Twenty-four thousand two hundred and sixteen and cents twelve (Rs. 24,216.12) with further interest on Rs. 21,375 at 6½ per centum per annum from 1st May, 1969, to date of sale, which is specially mortgaged to the Corporation

by Manikku Badaturuge Jinadasa de Silva of "Sri Nagar", Mahavihara Road, Ahangama by virtue of Bond No. 1335 dated 23rd March, 1966, attested by H. E. Weerasuriya of Galle, Notary Public.

containing in extent eight hundred and thirty three acres and twelve perches (833A. OR. 12P.) and registered under title S 15/23 in the Kandy District Land Registry.

DESCRIPTION OF LAND TO BE SOLD

H. S. F. GOONEWARDENA,
General Manager.

All those two contiguous allotments of land marked 1 and 2 in Survey Plan No. 452 dated 9th and 10th December 1962, made by C. D. Fonseka Licensed Surveyor, of the land called Tihawa together with the buildings trees and plantations thereon bearing Assessment Nos. 119/18, 131, 131/5 and 147 situated in the village Tihawa within the Town Council limits of Tissamaharama in the Magam Pattu of the District of Hambantota Southern Province and which said lots 1 and 2 are bounded on the North by reservation for a road, East by reservation for a road and Tihawa (formerly crown land), South by lot 3 of Tihawa and reservation for a road, West by Tihawa (formerly Crown land) and part of lot 6 of Tihawa and road to houses and on the North-West by Galamuna Road containing in extent twenty acres two roods and twenty two perches (20A. 2R. 22P.)—which is a resurvey of—

292, Galle Road,
Colombo 3, April 4, 1970.

4—555

All that allotment of land called Tihawa marked lots 8475 and 8481 depicted in Title Plan No. 153777 dated 25th October, 1890, together with the buildings trees and plantations thereon situated in the village Tihawa aforesaid and bounded on the north by reservation for a road, east by reservation for a road and crown land called Tihawa, South by reservation for a road and lot 8487 and west by Crown land called Tihawa and reservation along the road containing in extent twenty two acres three roods and fourteen perches (22A. 3R. 14P.) according to the said Plan No. 153777 and registered under title B 31/1 in the Hambantota District Land Registry.

Loan No. 3128.

THE AGRICULTURAL AND INDUSTRIAL CREDIT CORPORATION OF CEYLON

Notice of Sale under Section 74 of the Agricultural and Industrial Credit Corporation Ordinance (Cap. 402)

IT is hereby notified that by virtue of a resolution of the Board of Directors of the Agricultural and Industrial Credit Corporation of Ceylon under section 71 of the Agricultural and Industrial Credit Corporation Ordinance (Cap. 402 of the Legislative Enactments of Ceylon, Revised Edition 1966) published in *Government Gazette* No. 14,840 of February 7, 1969 and in the *Ceylon Daily News* of May 11, 1969, Mr. Obiyas Liyanage, Licensed Auctioneer of Ratnapura, has been directed to sell by PUBLIC AUCTION on the 3rd day of June, 1970, at 10 a.m. at the spot the property described hereunder for the recovery of the sum of Rupees Fifteen thousand two hundred and eight and cents twenty eight (Rs. 15,208.28) with further interest on the balance principal sum of Rupees Thirteen thousand (Rs. 13,000) at 6½ per centum per annum from 1st July, 1968 to date of sale and costs of sale, which is specially mortgaged to the Corporation by virtue of Bond No. 1235 dated 27th day of December, 1965, and attested by D. P. Attygalle, Notary Public of Ratnapura.

H. S. F. GOONEWARDENA,
General Manager.

292, Galle Road,
Colombo 3, March 19, 1970.

4—553

DESCRIPTION OF LAND MORTGAGED

All that divided portion of Old Ratmalawinna Estate (comprised of lots 1, 3, 4, 5, 6, 11A, 11 and 12 in Survey Plan No. 184 dated 10th March, 1940, made by D. Attygalle, Licensed Surveyor) situated at Ratmalawinna in Uduwagam Pattu of Kadawatta Korale in the District of Ratnapura, Province of Sabaragamuwa, bounded on the north by Nettimale Estate, No. 2, Main Road, paddy field, Pallewatte and road, east by Pahalawalauwatte, Divulgahawatte, Medawatte, Ballindahena and Crown land, south by Danpitiya, Yakahaluwe-mukalana lot 13 of Old Ratmalawinna Estate and property of Mrs. Dangamuwa and on the west by lots 9, 8, 10 and in Survey Plan No. 208 made by D. Attygalle, Licensed Surveyor, containing in extent thirty two acres one rood and eighteen perches (32A. 1R. 18P.) according to Survey Plan No. 1069 dated 10th February, 1961, made by D. A. Rubesinghe, Licensed Surveyor—Registered under Title D 91/236 in the Ratnapura District Land Registry.

H. S. F. GOONEWARDENA,
General Manager.

292, Galle Road,
Colombo 3, January 24, 1970.

4—554

THE AGRICULTURAL AND INDUSTRIAL CREDIT CORPORATION OF CEYLON

Notice of Sale under Section 74 of the Agricultural and Industrial Credit Corporation Ordinance (Cap. 402)

IT is hereby notified that by virtue of a resolution of the Board of Directors of the Agricultural and Industrial Credit Corporation of Ceylon under section 71 of the Agricultural and Industrial Credit Corporation Ordinance (Cap. 402 Revised Legislative Enactments 1965) published in *Gazette* No. 14,880 of November 14, 1969, and in the *Ceylon Daily News* of December 22, 1969, Mr. Lloyd Samarawickrema, Licensed Auctioneer of Kandy has been directed to sell by PUBLIC AUCTION on TUESDAY, the 19th of May, 1970, at 11 a.m. the property mentioned hereunder for the recovery of the sum of Rupees One hundred and thirty thousand five hundred and seventy three and cents eight (Rs. 130,573.08) with further interest on the balance principal sum of Rs. 118,239.92 at 6½ per centum per annum from 1.9.1969 to date of sale and costs of sale, which is specially mortgaged to the Corporation by Deanstone Estates Ltd. (a company incorporated in Ceylon under the Companies Ordinance No. 51 of 1938) and presently having its registered office at No. 14, Aloe Avenue, Kollupitiya, Colombo 3, by virtue of Bond No. 1069 dated 7th May, 1965 and attested by A. F. B. de W. Tillekeratne, Notary Public.

THE SALE WILL BE HELD AT THE OFFICE OF THE AUCTIONEER—namely—24, TORRINGTON ROAD, KANDY

DESCRIPTION OF LAND

All that estate and premises being a part of Deanstone Estate which are according to a true copy of an extract made by Francis Mapalagama, Licensed Surveyor and Leveller from plan dated January and February, 1945, by Messrs. Jonklaas and Jonklaas on 29th November, 1945, described as Deanstone Estate with the bungalows, factory, labour lines, offices and other buildings thereon, machinery and furniture situated at Urugala in Medamahawara in Medasiyapattu of Uda Dumbara Korale in the District of Kandy, Central Province and bounded on the north west by Hare Park Estate, north east by Crown land and leased to Mr. Siriwardena and by Crown and by land claimed by villagers, south by Nawaganalla Estate and by the portion of Deanstone Estate sold to S. Mohamed Abuthaher, south west by portions of Deanstone Estate sold to Medamahawara Syndicate Ltd. and to E. A. Don Geeris Appuhamy

PROCLAMATION

NOTICE is hereby given that, a danger of rabies exists in Thunukkai area in the D. R. O's Division of Thunukkai in the Administrative District of Jaffna, the whole area comprising the Thunukkai Village Council area is hereby proclaimed under section II of the Rabies Ordinance, Chapter 476, for a period of 6 months from the date of this notification.

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

F. C. PIETERSZ,
Government Agent, Jaffna District.

The Kachcheri,
Jaffna, 2nd April, 1970.

4—501

THE IRRIGATION ORDINANCE (CHAPTER 453) AS AMENDED BY THE IRRIGATION (AMENDMENT) ACT, No. 48 OF 1968

I, Seneviratna Banda Senanayaka, Commissioner of Agrarian Services do hereby give notice in terms of section 35 of the Irrigation Ordinance Chapter 453 (Legislative Enactments of Ceylon) as amended by section 19 of the Irrigation (Amendment) Act, No. 48 of 1968, that the scheme prepared by the Government Agent, Kandy under section 33 of the aforesaid Ordinance as amended by section 17 of the Irrigation (Amendment) Act, No. 48 of 1968, and specified below, has been approved by me.

S. B. SENANAYAKA,
Commissioner of Agrarian Services,

18.3.1970.

Scheme for the Improvement of Minor Irrigation Works

1. Name and description of work: Madugalla Purana Wawe J/21 (11.5 × 4.2).

2. Extent and nature of lands irrigable under the Scheme—
Private land : 22. Acres approximately.
Crown Land : — Acres approximately.

3. Terms agreed upon—

- (1) The construction of the following items of the necessary work, namely:—
(a) Improvements to spill.
(b) Restoration of existing bund.
(c) Improvements to Sluice.
(d) Protection wall in stone masonry.
upto the estimated cost of Rs. 16,000 is undertaken by the Government.
- (2) In consideration of the aforesaid undertaking on the part of the Government, the allottees and tenant cultivators and where there are no allottees or tenant cultivators of any lands, proprietors of these lands shall contribute after the completion of the work, all labour required for its maintenance and repair, free of all charges.
- (3) In the event of any default on the part of any of the allottees and tenant cultivators and where there are no allottees or tenant cultivators of any lands, proprietors of these lands, in making any contributions due under this scheme, the Government Agent may cause such labour to be performed by any other person and recover the cost thereof in the manner prescribed in Part VII of the Ordinance.

4-477

CEYLON GOVERNMENT RAILWAY

Level Crossing Repairs

THE level crossing at 12 miles 41 chains 45 lks. between Kandana and Jaela Stations, on Puttalam line on Weligampitiya, Ganemulla (via Batagama) road will be closed to vehicular traffic partially from 7 a.m. to 5 p.m. on Monday, 27.4.70 and totally closed from 7 p.m. on Monday 27.4.70 to 7 a.m. on Tuesday 28.4.70, for effecting repairs.

During this period traffic will be diverted via Rilaula-Batagama (North) road and Jaela-Ganemulla road (via Niwandama).

J. PAUL SENARATNE,
for General Manager Railways,

4-459

**CUSTOMS NOTIFICATION No. 7
(COMPONENT PARTS)**

THE attention of all importers is drawn to the following amendment to the List of Excluded Items under Customs Notification No. 7 (Component Parts) appearing in the *Ceylon Government Gazette Extraordinary* No. 14,813/3 of 2.8.68, and *Ceylon Government Gazette* No. 14,883 of 5.12.69.

This amendment is effective for imports made after mid-night 21/22 November, 1969.

V. P. VITTACHI,
Principal Collector of Customs.

H.M. Customs,
Colombo 1, 4th April, 1970.

List of Excluded Items

Non-rigid Plastic sheets and sheeting other than P.V.C. leather cloth with textile backing.

4-562

“Excise Ordinance” Notices

L. D.—B27/38.
E. C.—LA/A/80.

ARRACK RENT SALE CONDITIONS FOR 1970-71 AND SUBSEQUENT PERIODS

BY virtue of the powers vested in me by section 19 of the Excise Ordinance (Chapter 52), I, Muthu Banda Dissanayake, Excise Commissioner, do hereby direct, with the approval of the Minister of Home Affairs, that the grant of the exclusive privilege of selling arrack by retail within the local area, during the period commencing on October 1, 1970 and ending on September 30, 1971 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.

M. B. DISSANAYAKE,
Excise Commissioner.

Office of the Excise Commissioner,
Colombo, April 4, 1970.

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 28).*—The privilege of selling arrack, other than processed arrack, will be exclusive, subject to the right of any person (whether a holder of a Foreign Liquor Licence or otherwise) who is duly authorised by a licence in that behalf to sell, on premises approved to sell Foreign Liquor, or on other specified premises in the same local area, arrack other than processed arrack bought exclusively from the grantee of the privilege, in bulk or in sealed bottles, as the case may be. Provided however that a person to whom a licence has been granted to manufacture processed arrack in a duly approved premises and to sell such processed arrack by wholesale at such premises, may sell such processed arrack at such premises and at no other place, direct to holders of Foreign Liquor Licences who have been duly authorised to sell arrack by retail.

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 such other manner prescribed in these conditions.

(2) *Areas for which Privilege granted.*—The privilege may be granted for the local area of an individual tavern, as the Government Agent may decide.

3. *Tender Forms.*—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 and Valuation Certificate.*—(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 The People’s Bank 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.

(3) (i) Every tender shall be accompanied by the original and in the case of more than one tender by the original and duly certified copies as hereinafter provided of a certificate of worth issued by the Divisional Revenue Officer of the Division in which the tenderer’s immovable properties are situated. Any tender which is not accompanied by a certificate of worth shall be rejected. Any tender which is accompanied by a certificate of worth for any value less than twenty-five per centum of such tender shall be rejected, unless the Government Agent in his discretion, if the circumstances of the case so warrant, permit such tenderer to submit an additional certificate of worth not later than 4 p.m. on the day following the day of file so as to bring the total value up to not less than twenty-five per centum of such tender. Any tender submitted by a limited liability company qualified under clause 6 (2) to tender, may be accepted if the value of the certificate of worth relating to immovable properties of such company and accompanying such tender is not less than ten per centum of such tender. Any tenderer who submits tenders for more than one tavern in the same District, or in several Districts, may attach a certified copy of his certificate of worth, if at the time of so doing, he has already attached the original certificate of worth to a tender by him for any one tavern in respect of the same rental year. In

every such case, the certified copy shall bear an endorsement specifying the name and the number of the tavern, as well as the District in which the tavern, for which the tender with the original certificate of worth has been submitted is situated. Where a tenderer who submits a certified copy of the certificate of worth along, with his tender is successful in securing the acceptance of his tender the granting of the privilege to such tenderer shall depend, *inter alia*, on the correctness of his copy of the certificate of worth which shall be verified by the Government Agent by reference to the original.

(ii) The Property shown to the Divisional Revenue Officer for the purpose of issuing the certificate of worth in respect of a tenderer shall not be transferred, sold or otherwise disposed of until and unless the written permission of the Government Agent to whom the original certificate of worth or the true copy of the certificate of worth has been submitted has been obtained for the purpose. Such permission will be granted only if the Government Agent is satisfied that the grantee of the privilege has fully settled all debts and other liabilities he owes to the Government of Ceylon in respect of the contract for which the original certificate (or the certified copy) was submitted.

(iii) A breach of the above condition shall render the contract liable to cancellation.

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 in his own name. No tender made through an agent will be accepted.

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

(3) Not more than five persons shall jointly tender for any one tavern.

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 27 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 Grama Sevaka countersigned by the Divisional Revenue Officer of the area giving his permanent address.

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

- (a) which is not registered in Ceylon ; or
- (b) the issued capital of which falls below Rs. 1,000,000 ; 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 given in the calling for tenders.

(2) Every sealed envelope containing a tender shall—

- (a) be deposited in the Kachcheri tender box ; or
- (b) be sent by registered post addressed to the Government Agent so as to reach the Kachcheri before the time fixed for closing the tenders.
- (c) The receipt of tenders in respect of sales listed for a particular day will close at the time specified by the Government Agent in the relevant tender notice. Immediately after the closing of the receipt of tenders, all tenders shall be opened at a specified time by the Government Agent or by an officer specifically nominated by him for the purpose.

8. *Power of Acceptance or Rejection of Tenders.*—(1) The Government Agent may, in his discretion, accept any tender received.

(2) The Government Agent may, in his discretion, reject any or all of the tenders received and in the event of his so rejecting all the tenders he shall call for fresh tenders, unless any tenderer agrees to pay such sum as he may determine.

(3) If any or all of the tenders received at the re-sale are also rejected, then the Government Agent may grant the privilege for the tavern to any person approved by him and who agrees to pay by way of rent such amount as the Government Agent may determine.

(4) The Government Agent may in a case where several taverns are situated within the administrative limits of the same Municipal Council, Urban Council or Town Council area, defer his decision regarding the acceptance of any tender relating to each such tavern till he receives by way of rents such sums as he may deem reasonable for all such taverns within the limits of such Municipal Council, Urban Council or Town Council.

(5) 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 his discretion—

- (a) decide to whom the privilege shall be given by the toss of a coin ; or
- (b) reject all the tenders and call for fresh tenders.

9. (1) (a) *Security Deposit.*—(i) 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 of the sale or on the day on which he is declared to be the purchaser pay to the Government Agent as security deposit such sum as may be specified by him. Such payment shall be made in cash or cheque marked "for payment" by a bank or by that form of cheque known as a "safety cheque" issued by the Bank of Ceylon or the People's Bank or by a cheque drawn by a Bank on itself.

The purchaser shall when requested so to do by the Government Agent sign these conditions and pay the balance, in a case where the sum already deposited by him is less than a sum equal to two months rent payable for that privilege.

(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 thirty 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) 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.

(iv) In order to provide against failure at the termination of the privilege to pay any sum of money acceptable by way of composition for any offence under section 56 of the Excise Ordinance or for any other sum that may be due to the Crown, the Government Agent may call upon the grantee to pay such sum as the Government Agent may consider reasonable by way of an additional security deposit. The grantee shall pay such sum to the Government Agent within seven days of his being called upon to do so.

(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 Conditions 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 14 (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 of 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 amount quoted in the tender which has been accepted 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 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 deposit of all tenderers will be returned after the conditions of sale have been signed and the aforesaid security given by the successful tenderer.

11. *Consequences of cancellation of existing privilege after purchase of new privilege but before such new privilege commences.*—

If, after the purchaser of the privilege has signed these Conditions of sale but before the privilege has actually commenced, any existing exclusive privilege in respect of arrack, toddy or foreign liquor held by such purchaser is cancelled, the Government Agent, in his sole discretion, may cancel the acceptance of the exclusive privilege under condition 8 (1) and shall communicate his order of cancellation to the grantee.

On the making of such order of cancellation the original acceptance shall become null and void. The purchaser of the exclusive privilege shall not be entitled to claim any compensation from the Crown as a result of such cancellation. Notwithstanding anything in condition 10, the deposit made under condition 4 or the security deposit made under condition 9 (1) (a) or both such deposits may be liable to forfeiture to the Crown.

12. *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 the Government for the bottling of arrack, or

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

13. *Additional Security Deposit for Bottles ; Issue 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 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 replaced 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 purpose of calculating the number of empty bottles which represents 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 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 in column 2 of the said Schedule the privilege in respect of which tavern 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. 7.50 per gallon capacity or 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 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 Kacheheri receipt for the said additional security deposit shall be produced at the warehouse of issue at the same time as the Kacheheri 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 Kacheheri 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 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 the 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 issues 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 shall 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) Notwithstanding anything to the contrary, the grantee shall replace a gallonage of white and other bottles equivalent to the gallonage of arrack in sealed bottles issued to him at any Government Warehouse from the date on which the Excise Commissioner declares that the bottles in which arrack is issued to grantees are the property of Government up to the date preceding which such declaration is subsequently declared cancelled by the Excise Commissioner.

If such gallonage of empty bottles is not replaced within a fortnight of such declaration being cancelled, the Warehouse Officer shall be entitled to refuse to issue the grantee any arrack whether in bottles or in bulk or in both.

(10) The exercise of the discretion of the Warehouse Officer in pursuance of the powers vested in him under paragraphs (7), (8) and (9) 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.

(11) 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.

(12) 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.

14. (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.

15. *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.

16. *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 18.

(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 he 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.

17. *Employment of Labour and wages to be paid to Employees.*—The grantee shall employ only labourers, who are citizens of Ceylon by descent or by registration in carrying out the work under this contract and such labourers shall be recruited as far as practicable from the area in which the work is carried out.

Any failure on the part of the grantee to fulfil this condition in the contract shall render the contract liable to cancellation; Provided however that in exceptional circumstances the officer with whom the contract is entered into may permit the employment by the grantee of labourers, who are not citizens of Ceylon specifically approved by him in writing with the concurrence of the Permanent Secretary to the Ministry of Home Affairs.

The employment of such labourers without such approval in writing and concurrence is forbidden and shall be deemed to be a breach of the contract.

The grantee shall pay the wages to all workers employed by him in respect of this contract in terms of the regulations for the time being in force or relating to the payment of wages to workers.

The grantee shall allow any officer of the Excise Department or of the Labour Department or of the Department of Inland Revenue duly authorised to do so to have access to and to inspect his books, check rolls, muster rolls and other documents relating to labour employed by him in connection with the said grant.

18. *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.

19. (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 as may be due to the Government from the security deposited under condition 9 (1) permit a portion of the eleventh and twelfth instalments of the purchase 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 payment of this instalment shall be made in full in the manner prescribed in the condition 9 (1) (a) on or before the last working day of the month preceding the commencement of the privilege. The succeeding instalments shall be deemed to be severally due and payable on the last day of each succeeding month:—

Provided, however, that—

(i) if the last day of any month is a Poya Day, 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

(ii) 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 Poya Day, 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 the day before a Poya Day or before 12 noon on the day before a Poya Day.

(3) *Interest and Penalty.*—Interest at the rate of 12 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, under section 56 of the Ordinance in any case in which the licence issued to the grantee is liable to be cancelled under section 27.

20. (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.

21. (1) *Purchase of Arrack from Warehouse.*—The grantee shall purchase arrack only from such Government warehouse or Government warehouses and only on such days as the Excise Commissioner may direct. Provided, however, that the grantee may purchase any processed arrack from any licensee who holds a licence to process arrack and to sell the same by wholesale.

(2) *No issue on Poya Days and Holidays.*—No arrack will be issued from a Warehouse on Poya Days or Public Holidays without the proper 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 the day before a Poya Day of between 8.30 a.m. and 12 noon on the day before the Poya Days.

(4) *Transport Passes.*—Where arrack is transported by vehicle from a warehouse to a tavern the Warehouse Officer shall 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. The entire quantity of arrack issued on such transport pass shall be removed in such vehicle on one and the same occasion.

(5) *Acknowledgment of Issue.*—The grantee shall sign the arrack transport pass in triplicate, at the Warehouse in token of having taken over the arrack issued to him, and enter the correct date and time at which the vehicle transporting the arrack leaves the warehouse.

22. *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 and quality 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 and qualities 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.

23. *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.

24. *Containers for Drawing Bulk Arrack and Ensuring that Quantities Drawn are Correct.*—The grantee shall ensure that the containers he provides for drawing of bulk arrack are absolutely empty and that no more bulk arrack than paid for by him and reflected on the Kachcheri Receipts and Advices, is poured into such containers and transported at any time. Likewise he will ensure that no more bottled arrack than paid for by him and reflected on the Kachcheri Receipts and Advices, is transported by him.

25. *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.

26. *Sale of Processed Arrack.*—(1) No processed arrack shall be transported by the grantee of any arrack tavern for sale thereat 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. (3) No processed arrack shall be sold at a price higher than that indicated on the label of the bottle.

27. *Limit of Sale and Transport.*—The limit of sale by retail with respect to the whole Island and as regards purchases 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.

28. *Exclusive Right to Supply Arrack other than Processed 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 specified in column one of the Schedule B hereto shall have the exclusive right of supplying arrack other than processed 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 in the foreign liquor premises specified against such tavern 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 supplies arrack other than processed 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 other than processed arrack issued to such foreign liquor premises or other authorized premises.

(3) Special licences to sell arrack in sealed bottles only will be issued by the Excise Commissioner in his discretion to the foreign liquor retail (off) and resthouse licences mentioned in Schedule B hereto or to persons who have been granted foreign liquor retail (off) and resthouse licences or to any other person and such licensee shall buy the arrack, only from the grantee or from a duly licensed manufacturer of processed arrack and only in bottles. Special licences to sell arrack retail off the bottle only may be issued by the Excise Commissioner in his discretion to hotels desirous of retailing arrack by the glass off the bottle. Special licences to sell arrack in bulk only will be issued to all foreign liquor licences (mentioned in Schedule B hereto and persons to whom licences have been granted) other than foreign liquor retail (off) licensees; hotels desirous of retailing arrack off the bottle only; 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.

(5) Where the grantee supplies arrack in bulk to foreign liquor licensees, the grantee or his authorized salesman shall in order to provide for a tamper-proof sample of arrack issued to a licensee accept payment therefor and pour eight drams from each such consignment into a clean bottle with stopper (to be provided by the licensee) and seal the stopper as well as the label affixed to it bearing the date and signature of the person issuing the arrack. Such sample bottle shall be given to the licensee or his agent to be kept and disposed of in accordance with the conditions of the special licence for the sale of arrack held by the foreign liquor licensee.

29. *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, by an officer of the Excise Department duly authorized to do so.

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

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

(b) If it is established at any time that a grantee is, whether directly or indirectly either financed or assisted in the running of the Arrack Tavern in any way by any person who is not a citizen of Ceylon, the privilege granted to that grantee shall forthwith be declared null and void.

32. (1) (a) *Cancellation of Licence and Privilege for Non-payment of Sums due to Government, etc.*—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 16 (3) and 18 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 27 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 31 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 contract 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 27, or the statutory notice or order under the said section 31 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.

33. *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 any thing 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 of 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 licenced 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 27 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 of 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 casue whatsoever.

34. *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.

35. *No Surrender of Licence.*—The licence or licences referred to in condition 14 (2) above, being issued free of charge in pursuance of section 19 (2) of the Excise Ordinance to implement the contract between the Crown and the grantee, shall not be surrendered by the grantee under section 29 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 of _____ in the _____ District.

To the Government Agent, _____.

I/We, the undersigned, hereby tender the sum of Rupees (in words) (Rs. _____ Cts. _____) only for the purchase of the exclusive privilege of selling arrack by retail within the above-mentioned local area for the period of one year from October 1, _____ to September 30, _____, in accordance with your advertisement dated _____. In the event of a discrepancy between words and figures, the higher amount will be determined as the correct one.

I/We have deposited the sum of Rs. _____ only in the _____ Kacheheri, and sub-joined hereto receipt No. _____ dated _____ in respect thereof.

My/Our Worth Certificate to the value of Rs. _____ is retained with the Government Agent _____ in connection with the rent for Arrack Tavern No. _____ (Name of Tavern) ending on _____.

I/We hereby declare that I/We am/are not disqualified under any of the provisions of Arrack Rent Special Conditions 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.

2. A separate form must be used in respect of each tavern.

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.

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 Her Majesty Queen ELIZABETH THE SECOND, Her Heirs and Successors, in the sum of Rupees _____ lawful money of Ceylon, to be paid to Her Majesty, Her 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 Her Majesty, Her 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 Her Majesty, Her Heirs and Successors all that sum of Rupees _____ deposited by me/us*, the said _____ with _____ on the _____ day of _____ 196 _____, as security for these presents.

Signed and dated at _____ by the said _____ this
day of _____, 197 .

Whereas the above bounden _____ has/have* entered into
a Contract bearing date the _____ day of _____, 197 ,
hereto annexed marked " A " with _____ acting for and on
behalf of Her Majesty, Her Heirs and Successors, for _____

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 :

Grantee(s) : _____

Government Agent.

* Delete words not required.

ADDRESS FOR NOTICES

(Conditions 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 13 (2))

Serial No.	Name of Tavern	Amount payable as Additional Security Deposit for bottles	Rs.	c.
(1)	(2)	(3)		
<i>Colombo Municipality</i>				
2	Kollupitiya	7,500	0	
3	Kotahena (Pickering Road)	7,500	0	
4	Jampettah Street	3,000	0	
5	Mutwal	3,000	0	
6	Madampitiya	4,500	0	
7	Ferguson Road	3,250	0	
<i>Colombo District—(Outside Colombo Municipality)</i>				
1	Digarolla	5,550	0	
8	Thimbrigasyaya	1,575	0	
9	Karagahamuna Pahala	1,500	0	
10	Keragepokuna	1,125	0	
11	Uswetakeiyawa	295	0	
12	Kandana	1,575	0	
13	Welegampitiya	745	0	
14	Kanuwana	3,060	0	
15	Dandugama	490	0	
16	Bopitiya	295	0	
17	Kepungoda	105	0	
18	Seeduwa	405	0	
19	Katunayake	405	0	
20	Pitipana	405	0	
21	Kurana	295	0	
22	Bolawalana	1,500	0	
23	Udyarthoppuwa	1,125	0	
24	Kudapaduwa	630	0	
25	Periyamulla	300	0	
26	Kandawala	490	0	
27	Daluwakotuwa	405	0	
28	Kochchikade	405	0	
29	Ethgala	295	0	
30	Henmulla	340	0	
31	Dagonna	670	0	
<i>Kalutara District</i>				
1	Kalamulla	3,445	0	
2	Diyalagoda	2,475	0	
3	Beruwala	2,475	0	
4	Walapolapattiya	3,940	0	
5	Nalluruwa	2,475	0	
<i>Kandy District</i>				
1	Colombo Street	7,305	0	
2	Katukelle	1,645	0	
3	Wahugepitiya	1,125	0	
4	Pussellawa	2,025	0	
5	Hatton	7,875	0	
6	Kotiyagala	4,345	0	
7	Hardenhuish	2,205	0	
8	Maskeliya	4,905	0	
9	Pupuressa	1,500	0	
<i>Nuwara Eliya District</i>				
1	Ramboda	1,425	0	
2	Paddiyapelella	1,830	0	
3	Holbrook	5,625	0	
4	Bambarakelle	5,625	0	
5	Ragala	5,020	0	
<i>Galle District</i>				
1	Katugoda	5,625	0	
2	Heenatigala	3,820	0	
<i>Hambantota District</i>				
1	Hambantota	4,980	0	
<i>Jaffna District</i>				
1	Grand Bazaar	5,250	0	
2	Karaiyur	1,500	0	
5	Vanankerni	1,200	0	
7	Valvedditurai	3,750	0	
8	Kayts	1,500	0	
<i>Mannar District</i>				
1	Periyakadai	1,720	0	
<i>Vavuniya District</i>				
1	Mullaitivu	1,125	0	
2	Mankulam	1,125	0	
3	Vavuniya	2,250	0	
<i>Batticaloa District</i>				
1	Valaichenai	2,250	0	
2	Eravur	2,250	0	
3	Koddaimunai	1,465	0	
4	Eruvil	2,250	0	
<i>Amparai District</i>				
1	Periyamilavanna	5,625	0	
<i>Trincomalee District</i>				
1	Neviella Street	2,320	0	
2	Central Road	2,770	0	
3	Uppuveli	295	0	
4	Nilaveli	295	0	
<i>Kurunegala District</i>				
1	Kattimahana	1,500	0	
2	Dunukadeniya	255	0	
3	Yakwila	1,255	0	
4	Kurunegala	4,500	0	
5	Mawatagama	1,125	0	
6	Giriulla	1,500	0	
7	Narammala	1,500	0	
<i>Puttalam District</i>				
1	Chenaikudiruppu	1,650	0	
2	Kuruvikulam	1,125	0	
3	Tetapalai	225	0	
4	Kandatoduwa	105	0	
5	Madurankuli	490	0	
6	Mangalaweli	295	0	
7	Kattaikadu	105	0	
8	Ottapanai	70	0	
9	Mundel	490	0	
10	Andimunai	180	0	
11	Sottupitiyawadi	405	0	
12	Etalai	370	0	
13	Narakkali	295	0	
14	Ihala Mandalana	70	0	
<i>Chilaw District</i>				
15	Udappu	295	0	
16	Wellawela	180	0	
17	Rajakadalawa	490	0	
18	Karukkupanai	145	0	
19	Dematapitiya	145	0	
20	Bandarawatta	145	0	
21	Pambala	220	0	
22	Ambakandawila	70	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
(1)	(2)	(3)	(1)	(2)	(3)
		Rs. c.			Rs. c.
23 ..	Udalawela ..	405 0	41 ..	Tambarawila ..	295 0
24 ..	Bazaar Street ..	1,500 0	42 ..	Lunuwila ..	405 0
25 ..	Lake Road ..	1,500 0	43 ..	Wennappuwa ..	405 0
26 ..	Toduwawa ..	105 0			
27 ..	Mahawewa ..	285 0			
28 ..	Kudawewa ..	225 0			
29 ..	Pahala Talagasgara ..	70 0	1 ..	Anuradhapura ..	3,225 0
30 ..	Talwila ..	105 0			
31 ..	Mudukatuwa ..	225 0			
32 ..	Dematapitiya ..	70 0			
33 ..	Morakele ..	70 0	1 ..	Badulla ..	3,780 0
34 ..	Katuneriya ..	255 0	2 ..	Madulsima ..	2,115 0
35 ..	Ulhitiyawa ..	295 0	3 ..	Lunugala ..	2,250 0
36 ..	Dummalakeniya ..	105 0			
37 ..	Boralessa ..	70 0			
38 ..	Waikkal ..	295 0			
39 ..	Nanjundankarai ..	70 0	1 ..	Balangoda ..	5,065 0
40 ..	Toputota ..	330 0	2 ..	Pinnawala ..	540 0

Schedule ' B '

(Vide Condition 28)

(1)

Number and Name of Arrack Tavern

(2)

Foreign Liquor Premises assigned

Colombo Municipality

Tavern No. 3, Kotahena

Millers Ltd., Retail Off Shop, Fort, Colombo
Cargills Ltd., Retail Off Shop, Fort, Colombo
Colombo Apothecaries Co., Ltd., Fort, Colombo
Hotel Metropole, Fort, Colombo
Browns Hotel, Fort, Colombo
Ratnagiri Hotel, Fort, Colombo
Dominion Hotel, Fort, Colombo
Lord Nelson Hotel, Fort, Colombo
British India Hotel, Fort, Colombo
Globe Hotel, Fort, Colombo
Bristol Hotel, Fort, Colombo
Foreign Liquor Tavern, Fort, Colombo
Mr. P. Suppiah, Retail Off Shop, Skinners Road North
Mr. J. E. Britto, Retail Off Shop, Skinners Road North
Resthouse, Weke
Resthouse, Paddukka
Brodie & Co., Ltd., Retail Off Shop, Fort
Darley Butler & Co., Ltd., Retail Off Shop, Fort
C. E. Negriss, Retail Off Shop, Fort
A. P. Casie Chitty & Co., Retail Off Shop, Fort
Ceylon Trading Co., Ltd., Retail Off Shop, Fort
Hotel Taprobane, Fort
Ceylinco Hotel, Fort

Tavern No. 5, Mutwal

Dockland Hotel, Mutwal
Foreign Liquor Tavern, Mutwal

Tavern No. 6, Madampitiya

National Restaurant, Grandpass
Foreign Liquor Tavern, Grandpass
Resthouse, Hanwella

Tavern No. 2, Kollupitiya

Hotel D'Universe, Union Place, Colombo
Orient Club Co., Ltd., Colombo 7
Resthouse, Avissawella
Resthouse, Homagama

Colombo District (Outside Colombo Municipality)

Tavern No. 23, Udayartoppu

Coronation Hotel & Bar, Negombo
Messrs Fernando & Fernando, Restaurant, Negombo
F. L. Tavern, Green Road, Negombo
Messrs Fernando & Fernando, Retail Off Shop, Negombo
Mr. M. L. Gomes, Retail Off Shop, Main Street, Negombo
New Resthouse, Negombo

Tavern No. 22, Bolawalana

Lagoon View Resthouse

Tavern No. 14, Kanuwana

Messrs E. J. G. & A. M. R. C. Cassiechitty
F. L. Restaurant, Ja-ela
Messrs E. J. G. & A. M. R. C. Cassiechitty
F. L. Retail Off Shop, Ja-ela
Resthouse, Ja-ela
Resthouse, Gampaha

(1)	(2)
<i>Number and Name of Arrack Tavern</i>	<i>Foreign Liquor Premises assigned</i>
	<i>Colombo District (Outside Colombo Municipality)—(contd.)</i>
Tavern No. 1, Digarolla	{ F. L. Tavern, Moratuwa Messrs. T. T. Fernando & T. J. Fernando Retail Off Shop, 91, Galle Road, Moratuwa Resthouse, Kesbewa Resthouse, Lunawa
Tavern No. 10, Karagahamunapahala	Resthouse, Mahara
	<i>Chilaw District</i>
Tavern No. 24, Bazaar Street, Chilaw	{ Foreign Liquor Tavern, No. 2, Chilaw Mrs. L. Gomez, Retail Off Shop, Chilaw
Tavern No. 25, Lake Road, Chilaw	{ Foreign Liquor Tavern No. 1, Chilaw Resthouse, Chilaw
	<i>Puttalam District</i>
Tavern No. 1, Chenaikudirippu	Resthouse, Puttalam
	<i>Kandy District</i>
Tavern No. 1, Colombo Street, Kandy	{ The Secretary, Kandy Hotels Ltd., Queens Hotel and Bar, Kandy Messrs. S. D. Fernando, A. H. Silva and Mrs. S. J. Malunga Fernando, Castle Hotel and Bar, Kandy Messrs. S. D. S. Fernando and D. M. Fernando, Royal Hotel and Bar, Kandy Mr. D. F. H. Perera, T. A. M. Fernando, King's Hotel and Bar, Kandy New 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 Foreign Liquor Tavern, Ward No. 7, Kandy Foreign Liquor Tavern, Ward No. 5, Kandy Retail Off Shop, Colombo Street, Kandy Mr. A. V. de Costa, Retail Off Shop, Ward Street, Kandy Messrs. Cargills (Ceylon) Ltd., Retail Off Shop, Kandy Green Cafe, F. L. Restaurant, Kandy Mr. U. K. Edmund, Foreign Liquor Retail Off Shop, Kandy
Tavern No. 1, Colombo Street, Kandy	{ Hotel Suisse, Kandy Charlet Guest House, Kandy Wales Theatre, Kandy Odeon Theatre, Kandy Sigiri Cinema, Katugastota
Tavern No. 2, Katukelle	{ Regal Theatre, Kandy Wembley Theatre, Kandy K. Piyadasa, Retail Shop, Peradeniya Rest House, Peradeniya
Tavern No. 4, Pussellawa	{ Resthouse, Pussellawa F. L. Tavern, Pussellawa O. K. Don Patrick and O. K. Anthony Romuald, Retail Off Shop, Pussellawa
Tavern No. 5, Hatton	{ Messrs. M. Fernandez and G. S. Fernandez, Castro 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 Frankland Hotel and Bar, 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
Tavern No. 3, Wahugapitiya	..
	<i>Nuwara Eliya District</i>
Tavern No. 4, Bambarakelle	{ Kings 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 Messrs. Cargills Ltd., Retail Off Shop, Nuwara Eliya Messrs. Millers & Co., Ltd., Retail Off Shop, Nuwara Eliya J. L. Pimanda, T. A. Fernando and H. H. Fernando, Retail Off Shop, Nuwara Eliya M. Peiris, Retail Off Shop, Nuwara Eliya
Tavern No. 2, Padiyapelella	{ K. M. W. Fernando and K. P. T. Silva, Retail Off Shop, Padiyapelella Resthouse, Hanguranketa
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)	(2)
<i>Number and Name of Arrack Tavern</i>	<i>Foreign Liquor Premises assigned</i>
	<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 J. M. D. P. Perera, Retail Off Shop, Bazaar Street, Badulla
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	{ Mr. A. V. Fernando, Kings Hotel, Koddaimunai Mesdames V. M. Joseph & R. P. Ignatius, Central Hotel, Puliyantivu Mrs. S. Nadarasa, Grand Eastern Hotel, Koddaimunai Mr. C. Kuruneru, Lake View Hotel, Batticaloa Foreign Liquor Tavern, Batticaloa Sivalingam Chettiyar, Retail Off Shop, Main Street, Puliyantivu Resthouse, Batticaloa
Tavern No. 1, Valaichenai	.. Resthouse, Kalkudah
Tavern No. 3, Eravur	.. Resthouse, Mahaoya
	<i>Amparai District</i>
Tavern No. 1, Periyaneelavanai	{ Mrs. M. M. Sebastian and Mrs. M. J. S. Selvaratnam, Excelsior Hotel & Bar, Kalmunai Resthouse, Kalmunai Mrs. V. M. Joseph and Mrs. R. P. Ignatius, Retail Off Shop, Kalmunai Resthouse, Inginiyagala Resthouse, Arugam Bay
	<i>Trincomalee District</i>
Tavern No. 1, Nevielle Street	{ Tourist Centre, Fort Fedric, Trincomalee J. L. R. A. S. and S. M. Miranda, Retail Off Shop, Dockyard Road, Trincomalee T. A. M. Fernando, Maysland Hotel, Trincomalee Resthouse, Mutur
Tavern No. 2, Central Road	{ Resthouse, Trincomalee (Town) Mrs. V. K. Chinniah, Kings Hotel Mrs. S. Pakiam, Retail Off Shop, Trinco Stores, Dockyard Road, Trincomalee S. Vallipuram, Welcombe Hotel, Trincomalee Resthouse, Kantalai; Mr. Nerinathan, Mansion Hotel
Tavern No. 4, Nilaveli	.. Resthouse, Kuchaveli
	<i>Anuradhapura District</i>
Tavern No. 1, Anuradhapura	{ J. D. Victor, Central Hotel, Anuradhapura M. A. Maurasome, Guest House M. Miranda & Sons, Ltd., Retail Off Shop, Anuradhapura J. Don Victor, Retail Off Shop, Anuradhapura Railway Refreshment Room, Anuradhapura Resthouse, Medawachchiya; Resthouse, Habarana; Resthouse, Horuwapotana; Resthouse, Kahatagasdigiliya; and Resthouse, Nuwarawewa
	<i>Kurunegala District</i>
Tavern No. 4, Kurunegala	{ Mr. S. Fernando and Mrs. M. Vanlangenburg, 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. Frederick Gilbert and Mrs. A. Gonsal, 22, St. Anne's Street, Kurunegala Mr. P. D. Bruno and Mrs. P. D. E. Headwig, Grand Hotel, Kurunegala C. L. Paldano, 35, Puttalam Road, Kurunegala Resthouse, Kurunegala
Tavern No. 7, Narammala	.. Resthouse, Narammala
Tavern No. 3, Yakwila	.. Resthouse, Kuliypitiya
	<i>Jaffna District</i>
Tavern No. 1, Grand Bazaar	{ S. F. X. Anasampillai, Retail Off Shop, 31, Main Street, Jaffna The Jaffna Apothecaries Co., Retail Off Shop, Jaffna Mrs. P. Suppiah, Retail F. L. Shop, Main Street, Jaffna Mrs. P. Suppiah, Retail F. L. Shop, Kasturiar Road, Jaffna Mrs. Velupillai, Retail F. L. Shop, Jaffna V. Thuraiappah, Grand Hotel and Bar, Jaffna M. Mahadevan and Mrs. Rajagoundari Mahadevan, Colombo Restaurant, Kasturiar Road, Jaffna Resthouse, Jaffna; Resthouse, Kankesanturai; Resthouse, Ohavakachcheri Yalta Hotel, Jaffna
Tavern No. 4, Kayts	.. Resthouse, Kayts
Tavern No. 3, Velvettiturai	.. Resthouse, Point Pedro

Mannar District

Tavern No. 1, Mannar .. { F. L. Tavern, Mannar
 K. Alex Perera, Retail Off Shop, Mannar
 Resthouse, Mannar

Vavuniya District

Tavern No. 1, Mullaitivu .. Resthouse, Mullaitivu
 Tavern No. 2, Mankulam .. Resthouse, Mankulam
 Tavern No. 3, Vavuniya .. { Empire Hotel, Vavuniya
 Resthouse, Vavuniya
 T. Sabaratnam, Retail Off Shop, Vavuniya

Kalutara District

Tavern No. 5, Nalluruwa .. Resthouse, Horana
 Tavern No. 1, Kalamulla .. { Resthouse, Matugama
 Resthouse, Kalutara
 Tavern No. 3, Beruwala .. { Resthouse, Moragala
 Resthouse, Bentota

Galle District

Tavern No. 1, Katugoda .. { Resthouse, Hikkaduwa
 Resthouse, Ambalangoda
 Resthouse, Hiniduma
 Resthouse, Udugama

Matara District

Tavern No. 1, Kotugoda .. { Resthouse, Deniyaya
 Resthouse, Akuressa
 Tavern No. 2, Heenatigala .. { Resthouse, Weligama
 Resthouse, Matara

Hambantota District

Tavern No. 1, Hambantota .. { Mrs. H. H. Ranaweera, Retail Off Shop, Hambantota
 Resthouse, Walasmulla
 Resthouse, Tangalla
 Resthouse, Ambalantota
 Resthouse, Hambantota
 Resthouse, Tissamaharama

IMPORTANT NOTICE REGARDING PUBLICATION OF GAZETTE

THE Weekly issue of the *Ceylon Government Gazette* is normally published on Fridays. If a Friday happens to be a Public Holiday the *Gazette* is published on the working day immediately preceding the Friday. Thus the last date specified for the receipt of notices for publication in the *Gazette* also varies depending on the incidence of public holidays in the week concerned.

The Schedule below shows the dates of publication and the latest time by which notices should be received for publication in the respective weekly *Gazettes*. All notices received out of times specified below will not be published. Such notices will be returned to the sender by post for necessary amendment and return if publication is desired in a subsequent issue of the *Gazette*. It will be in the interest of all concerned if those desirous of ensuring the timely publication of notices in the *Gazette* make it a point to see that sufficient time is allowed for postal transmission of notices to the Government Press.

The Government Printer does not accept payments of subscriptions for the Government *Gazettes*. Payments should be made direct to the Superintendent, Government Publications Bureau, P.O. Box 500, Secretariat, Colombo 1.

Schedule

1970

<i>Month</i>	<i>Date of Publication</i>	<i>Last Date and Time of Acceptance of Notices for publication in the Gazette</i>
MARCH	Thursday 5. 3.70	.. 12 Noon Friday 27. 2.70
	Friday 13. 3.70	.. 3.30 p.m. Thursday 5. 3.70
	Friday 20. 3.70	.. 3.30 p.m. Friday 13. 3.70
	Thursday 26. 3.70	.. 3.30 p.m. Thursday 19. 3.70
APRIL	Friday 3. 4.70	.. 3.30 p.m. Wednesday 25. 3.70
	Friday 10. 4.70	.. 3.30 p.m. Friday 3. 4.70
	Friday 17. 4.70	.. 3.30 p.m. Wednesday 8. 4.70
	Friday 24. 4.70	.. 3.30 p.m. Friday 17. 4.70
	Thursday 30. 4.70	.. 3.30 p.m. Thursday 23. 4.70
MAY	Friday 8. 5.70	.. 3.30 p.m. Thursday 30. 4.70
	Friday 15. 5.70	.. 3.30 p.m. Friday 8. 5.70
	Friday 22. 5.70	.. 3.30 p.m. Friday 15. 5.70
	Friday 29. 5.70	.. 3.30 p.m. Friday 22. 5.70
JUNE	Friday 5. 6.70	.. 3.30 p.m. Friday 29. 5.70
	Thursday 11. 6.70	.. 3.30 p.m. Friday 5. 6.70
	Thursday 18. 6.70	.. 12 Noon Thursday 11. 6.70
	Thursday 25. 6.70	.. 12 Noon Thursday 18. 6.70

L. W. P. PERAIS,
Government Printer.

Department of Government Printing,
Colombo, March 5, 1970.