



THE  
CEYLON GOVERNMENT  
GAZETTE

EXTRAORDINARY.

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PART I.—GENERAL.

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GOVERNMENT NOTIFICATIONS.

W 105/101

INDUSTRIAL DISPUTES (CONCILIATION) ORDINANCE,  
CHAPTER 110.

THE report sent to the Controller of Labour under section 6 (3) of the above Ordinance by the Conciliation Board established under the above Ordinance and to which the dispute which had arisen between the Superintendent of Glenlyon estate, Agrapatana, and the Ceylon Indian Congress Labour Union as representing the labourers of the estate on strike, was referred in order that it may endeavour to effect a settlement is hereby published in terms of section 7 of the above Ordinance

2. The representatives of the parties, namely, Messrs. F. L. Henstock, R. B. Firth, and V. C. Modder for the Management of Glenlyon estate and Messrs. George R. Motha, A. Aziz, and S. Somasuntharam for the Ceylon Indian Congress Labour Union, are required to state in writing, in terms of section 7 of the above Ordinance, to the Controller of Labour, within fourteen days after the date of publication of this notice, whether they accept or reject the recommendations made.

F. C. GIMSON,  
Controller of Labour.

Colombo, May 5, 1941.

Report of the Board of Conciliation appointed to inquire into  
the dispute between the Management of Glenlyon Estate  
and the Ceylon Indian Congress Labour Union.

I was appointed under section 4 (1) of the Industrial Disputes Ordinance, Cap. 110, as Chairman of a Board of Conciliation in connexion with the dispute between the Management of Glenlyon estate, Agrapatana, and the Ceylon Indian Congress Labour Union, which arose over (a) the serving of a month's notice on 30 labourers of the estate on January 1, 1941, on their refusing to accept a transfer to another estate under the same Company; (b) the serving of notice on one Periannan *alias* Periannappillai, a sub-kangany of the estate, on January 9. The Superintendent

of Glenlyon estate, who was nominated to represent the employers on the Board, having declined to serve, the proviso to section 4 (1) became operative and I was constituted sole member.

It is necessary to explain that in October, 1939, a Sangam of the Ceylon Indian Labour Congress Union, a union of Indian estate labourers organised as a result of the visit of Pandit Jawaharlal Nehru to Ceylon that year, was established on Glenlyon estate through the efforts and under the leadership of Periannan. Almost the entire labour force seems to have joined. There was no opposition on the part of the Management nor is any alleged to have existed at that stage. Mr. R. B. Firth, the Superintendent of Glenlyon estate, attended the inaugural meeting, and apart from one or two incidents to which I shall refer later satisfactory relations seem to have been maintained between him and the Sangam prior to the serving of the notices which gave rise to this dispute.

After the serving of the notice on the 30 labourers on January 1 the Superintendent received an intimation P2 from the Union that it was interested in the matter of the notice and would like to know the circumstances, as well as a letter P1 from the Union's Talawakele representative asking for the grounds on which the notice had been given. A meeting of the Sangam took place on January 5. Further correspondence ensued between the parties and on January 9 the 30 noticed labourers produced their union cards for inspection by the Superintendent to enable him to satisfy himself as to their memberships. On the same day it appears Periannan was separately given a month's notice by Mr. Firth.

Following the agreed procedure the Department of Labour, which had been kept informed of these developments, arranged for a conference. There was some difficulty over this. The Management suggested Wednesday, January 22, in Nuwara Eliya, but the Union asked for another date and Saturday, January 25, at 2 P.M. was substituted and agreed to, the meeting was to take place in Talawakele resthouse and the case of Periannan was included for discussion. Two days prior to the meeting Mr. Aziz of the Union Executive wanted the hour altered to 4.30, but as this was inconvenient to Mr. Firth, he eventually agreed to 2.30 P.M. with the proviso

that he might be a few minutes late. These facts are significant in view of what followed. On the date and at the time finally agreed upon Mr. Firth and his Proctor was present at Talawakele resthouse; the Deputy Contoller of Labour was also present; but Mr. Aziz from whose office in Colombo a telephone message had been received by Mr. Rajendra at 12.40 p.m. intimating the time of his departure for Talawakele did not appear. After waiting for over an hour Mr. Firth left and Mr. Aziz subsequently arrived at 4.20 p.m. nearly two hours late. Mr. Firth declined to meet the Union after this though Mr. Aziz apologised to his Proctor, Mr. Modder, and endeavoured to excuse his late arrival as being due to his car having met with two punctures while motoring from Colombo. The situation then deteriorated rapidly, efforts by the Labour Department to bring about a meeting between the parties failed though the Union expressed its willingness, the management had recourse to the Criminal law to eject the labourers who refused to leave the estate, a strike commenced on Glenlyon on February 17, and sympathetic strikes occurred on adjoining estates. The latter strikes have since been called off by the Union, but the strike on Glenlyon in which 170 labourers are involved continues. All efforts at settlement by the Labour Department supported by the Chairman of the Planters' Association and others having failed it was eventually necessary to proceed with this inquiry.

The Board held its first meeting in Nuwara Eliya on April 1, and subsequent meetings on April 16, 17, 18, 19, and 21. The following were present on each occasion except the last when Mr. Aziz was absent: Messrs. F. L. Henstock, Manager, Ceylon Tea Plantations, Ltd., R. B. Firth, Superintendent, Glenlyon estate, and V. C. Modder, Proctor, representing the employers, and Messrs. A. Aziz, S. Somasuntharam, and George R. Motha, Proctor, representing the Union. Mr. M. Rajendra, C.C.S., Deputy Controller of Labour, Hatton, watched the proceedings as a representative of the Department of Labour and also gave evidence. Mr. P. Ramanathan, Inspector of Labour, acted as Interpreter.

At the first meeting the circumstances that led up to and developed after the dispute arose were discussed at length, after which the following issues were framed and were agreed to by both sides:—

1. Was there surplus labour on Glenlyon estate?
2. Was the proposed transfer disadvantageous to the labourers concerned on any of the following grounds.—
  - (a) Climatically,
  - (b) Socially,
  - (c) Financially,
  - (d) Unfamiliarity of work.
  - (e) Security of employment.
3. Even if the transfer was disadvantageous on any or all of the above-mentioned grounds was the selection of the 30 effected in an unreasonable way?
4. Was Perannanpillai discharged without reasonable cause?
5. Was there a breach of the Seven Point Agreement in the course of the negotiations that took place in connexion with this dispute and, if so, by whom?
6. (a) Was there a breakdown in the negotiations?  
 (b) If so, who was responsible for it?  
 (c) Was the breakdown the immediate cause of the strike?

At this stage the desirability of reaching a settlement without proceeding further with the inquiry was earnestly commended by the Board to the consideration of both parties and the possibility was fully explored. Indeed some progress in the desired direction seemed to have been made but agreement could not be reached as the Management was unable to see its way either to reinstatement of the dismissed labourers on Glenlyon estate in place of three others to be selected by the Union or to submit the case of Perannan to the arbitration of the Board, while the Union insisted on the acceptance of one or other of these alternatives as a *sine qua non* and refused to withdraw from that position. Both sides being desirous of a postponement the inquiry was then adjourned until April 16. It was suggested that the strike on Glenlyon might be called off in the meanwhile, but this was not agreed to by the Union and the situation was unaltered in this respect when the Board resumed its sitting on April 16.

At the resumed inquiry the following witnesses gave evidence and were examined on oath or affirmation:—

Mr. F. L. Henstock, Manager, Ceylon Tea Plantations, Ltd.  
 V. Perannan, Sub-kangany  
 Mr. R. B. Firth, Superintendent, Glenlyon estate  
 M. E. Fernando, Conductor, Glenlyon estate  
 P. A. Nambiar, Police Sergeant, Agrapatanas  
 Perri Arokiam, Kangany.  
 Rayappen, Messenger of the estate  
 S. Ramasamy, labourer.  
 Mr. G. K. Newton, Manager, Diyagama West estate  
 Mr. M. Rajendra, C.C.S., D.C.L., Hatton  
 Mr. A. Aziz, Member of Executive Committee of Ceylon Indian Labour Union.  
 Mr. K. M. A. Rahman, Accountant of the Congress.  
 V. S. Ramasamy, Sub-kangany, Stair Division.

On the final date Messrs. Modder and Motha addressed me on the evidence and I intimated to them with a view to facilitating a possible settlement in the light of all the facts adduced the conclusions I had so far reached on the main points at issue. But though the Union conceded more than on any previous occasion, abandoning the claim for the reinstatement of Perannan and insisting only on the reinstatement of three labourers (a man and two women) on Glenlyon estate, employment to be obtained for the rest elsewhere, the Management refused "in view of the strike situation" to concede the point about the three labourers, though it was willing to give them and as many of the others as possible work on Ingoya estate or to repatriate them. I accordingly found it impossible to effect a settlement as neither side was willing to make any further concession to the other.

I will now deal with the issues seriatim.

#### ISSUE No. 1.

Was there surplus labour on Glenlyon estate?

Mr. Henstock, the Company's Manager in Ceylon gave it as his opinion that  $\frac{2}{3}$  of a labourer per acre represented under present conditions a fair proportion of labour for an up-country tea estate; he said that this ratio was accepted generally on all up-country estates. Basing his calculations on this ratio Mr. Henstock found an excess on the two divisions of Glenlyon and Stair of 128 labourers. He informed the Board that the estate had been carrying an excess for about 2 years and had had recourse to relief works in order to do so. Owing to increased restriction of output and want of funds this was no longer possible. He therefore took the opportunity of a shortage of labour on other estates of the Company to offer as many of his surplus labourers as could be absorbed a transfer at the expense of the Company to an estate where work was available as an alternative to discontinuance after a month's notice. This had always been his policy and that of the Company and a similar policy had been followed during the rubber slump when labourers were transferred from rubber to tea estates. The Union refused to agree that  $\frac{2}{3}$  of a labourer per acre was a fair proportion and cited past years when  $1\frac{1}{2}$  or  $1\frac{1}{4}$  labourers per acre was regarded as normal. Mr. Henstock explained that cultivation was then more intensively carried on, there was more manuring, the pruning cycle was 2 instead of 4 years, and transport was mostly by hand. In addition to the foregoing strong circumstantial evidence supported the contention that the size of the labour force was in excess of the requirements of the estate on January 1 in the fact that although the 30 labourers concerned were stopped from working on February 1 and another 170 have been on strike since February 17 the estate has exceeded its allotted quota of tea for the first quarter of the current year by 815 lbs. I answer the first issue in the affirmative.

#### ISSUE No. 2.

Was the proposed transfer disadvantageous to the labourers concerned on any of the following grounds:—

##### (a) Climatically.

It is admitted that up-country labourers prefer the climate of up-country estates to which they have been accustomed. Ordinarily a change to the low-country is regarded by them as climatically uncongenial and therefore disadvantageous. I would therefore answer this issue also in the affirmative. At the same time it may be observed that these labourers or the Union acting on their behalf not only refused to go to the low-country but also refused an offer by the Labour Department to secure them employment on an estate in the adjoining district of Dikoya where vacancies existed at the time, and where the climatic conditions are practically identical with those to which they were accustomed, so that there is little substance in the contention of climatic disadvantage.

##### (b) Socially.

I think that the Union had in mind here the possible severance of family relations more than anything else. No doubt a labour force tends to take root on an estate and form itself into expanding family units with ramifying ties of kinship, and even when (as was done in this instance), the selection is made by families, an enforced exodus must obviously result in a certain amount of social dislocation. To this extent therefore I would answer this issue also in the affirmative.

##### (c) Financially.

There is no evidence that the labourers would have been worse off financially on Dewalakande estate than they were on Glenlyon. The wages in both areas are fixed by Wages Boards having regard to the cost of living in each so as to maintain a uniform standard.

##### (d) Unfamiliarity of Work.

There is little substance in this contention, apart from the difference of plucking and tapping the work of an agricultural labourer on a rubber estate is in many respects essentially similar to that on a tea estate. I answer this issue in the negative.

##### (e) Security of Employment.

It was argued that unfamiliarity with the work of a rubber estate would jeopardise the prospect of a continued employment. In view of my finding on the previous issue (d) I do not attach any importance to this contention. On the contrary it seems arguable that employment would be more secure on an estate with a shortage of labour than on one with an excess and for both these reasons I answer this issue in the negative.

#### ISSUE No. 3.

Even if the transfer was disadvantageous on any or all of the above mentioned grounds was the selection of the 30 effected in an unreasonable way?

This issue suggests unfair discrimination and it is perhaps not unnatural for the Union to have suspected some sinister motive from its point of view in the adoption of a method of selection which resulted in the inclusion of no less than 5 out of the 18 Committee Members of the Estate Sangam in the final list. It felt that this was an unfair proportion and that the effect might be to wreck the Sangam on Glenlyon estate and make its working impossible. Such a fear is not unnatural, as if the suspicion of victimisation grew people might well be deterred from taking an active part in the Sangam. For what they regarded as a prejudiced selection the Union seemed to blame the subordinate staff rather than Mr. Firth. There was, indeed, at the time no serious friction between Mr. Firth and the Sangam. It is alleged, however, that the subordinate staff did not approve of the Sangam which, it is stated, had objected to certain abuses and was bent on reform. Mr. Firth admits having consulted members of his staff but denies that his final choice was decided on the advice of his subordinates. He says he selected in the first instance 20 families at which stage he seems to have consulted the staff, and then on his own initiative and applying the

principle of selecting as far as possible families with a preponderance of males as plucking creates a greater demand for female labour on a tea estate, he chose 7 family groups totalling 30 individuals. I do not think serious fault can be found with this method. Mr. Firth seems to have given much thought to the task of selection and in his evidence he said he had spent 2 mornings in the preliminary work. No doubt other methods might have been adopted. It was suggested that he might have selected the latest arrivals, but neither Mr. Firth nor Mr. Newton, another experienced planter who is in charge of one of the largest estates in the Island would agree that this would necessarily have been a sound method, having due regard to the economic factor in the working of an estate. On the whole though the system (if any) followed in the preliminary selection is by no means clear and the inclusion of 5 Committee Members in the final list is open to comment, I find no sufficient grounds to conclude that such inclusion was deliberate or that the selection was in fact made in an unreasonable way or without due consideration of the interests of the labourers as well as of the company.

## ISSUE No. 4.

Was Periannanpillai discharged without reasonable cause?

This man, who was born on the estate where his father was Head Kangany, was employed on Glenlyon as sub-kangany. He was the founder and President of the Estate Sangam, and he was served with a month's notice by the Superintendent personally on January 9, the day on which the noticed labourers produced their membership cards. It is alleged that this was a deliberate case of victimisation owing to the fact that the Sangam was making trouble with the Union over the 30 labourers, and that the object was "to break down the Congress".

When asked in the course of his evidence what reason he had given to Periannan for his dismissal Mr. Firth gave two replies. In the first he said that he told him that he did not trust him, and in the second that his services were not required. The two statements are not inconsistent and the Superintendent may well have made them both. But as reasons for dismissal they are vague and unsatisfying. In a letter to the Deputy Controller of Labour, Hatton, Mr. Firth referred to four "charges" against Periannan as reasons, among others, for his dismissal. These charges related to the following matters:—

- (a) The barber and dhobi incident.
- (b) The Rayappen incident.
- (c) The Ramasami and Nallaiappen incident.
- (d) The meeting of the Sangam on January 5.

It appears that some time after the foundation of the Sangam the Committee passed a rule to deprive of the services of the estate dhobi and barber any members who refused to pay their share of the expense of sending the Sangam leaders to Gampola to attend a Congress meeting. Periannan as leader was held responsible, but on the Superintendent pointing out to him the impropriety of the rule he had it rescinded. On this occasion he was warned by the Superintendent, and the incident seems to have been regarded as closed.

The second incident concerned Rayappen, the estate messenger, who is alleged to have been taken to task by Periannan for failing to let him know about a letter relating to the conduct of one Poochi, a labourer on the estate, which was carried by Rayappen in the normal course of his duties from the conductor to the Superintendent. The latter, however, on his own admission attached little importance to this incident at the time, and Periannan was never taxed with it.

The Ramasami and Nallaiappen incident relates to information given to the Agrapatana police by Periannan with the object of implicating these two men in an offence under the Game Protection Ordinance. Periannan admits that he gave Ramasami's name to the Police and that he did so without informing the Superintendent which is not in accordance with the usual practice on an estate. According to the evidence of the conductor, Fernando, he came to him with V. S. Ramasami, who had a parcel, and said that S. Ramasami and Nallaiappen had shot an elk and that he had been waiting for an opportunity to get at them for refusing to join the Congress or words to that effect. While treating this statement with all reserve, the more so as Ramasami at least seems to have been a member of the Sangam though he says he got into trouble with the leader for failing to pay his current subscription, the fact remains that a complaint was made in an unusual manner and that the Police after investigation found no evidence to substantiate it.

The immediate cause of the serving of notice on Periannan was what is alleged to have taken place at the meeting of the Sangam on January 5 ostensibly summoned to consider what should be done about the notice served on the 30 labourers on the 1st of that month, though as a matter of fact the Union and its Talawakele representative had already been apprised of it and were in correspondence with the Superintendent on the subject. As to what transpired at this meeting there is a signed statement (R 6) made to the Superintendent by 10 witnesses who were present and took part in the proceedings, as well as the oral evidence of the Conductor (Fernando), Periarokian Kangany, Vice-President of the Sangam, and other signatories of the original statement. There is also the evidence of Periannan which does not tally with that of the other witnesses. There was, it seems, a sharp difference of opinion and a number of labourers placed at 60 are said to have walked out of the meeting being opposed to the line that was being taken by the President. The evidence of the Conductor (Fernando), Periarokian and Rayappen agree that in addressing the Sangam the leader urged that they should strike work if the 30 labourers were sent away. The reference to a strike is denied by Periannan and is not specifically mentioned in the signed statement referred to above. This statement, however, contains the following passage which is clearly inflammatory and designed to foment trouble. "Therefore all of you must make every endeavour to fight with the Superintendent and see that these persons are not sent out. There is Rs. 71,000 in the Congress Company. All that money can be spent. There is no fear. I shall take all these 300 persons and keep them (find them work) on another estate." It may be noted here that

at the time when Periannan was addressing the Sangam in this alleged strain he was according to his own sworn statement to the Board ignorant of the grounds on which the Management purported to have acted in serving notices on the 30 labourers concerned. Apparently he regarded these as irrelevant. Whatever reasons the Management had no one must be sent away. According to Periannan it was resolved that the Superintendent should be addressed in the first instance, and failing satisfaction from him the Union should be asked to intervene. This would have been a reasonable course of procedure. However the first and obvious stage of seeking redress (or even explanation) from the Superintendent was for some reason omitted and the latter part of the alleged resolution seems to have been superfluous as the Union had already been approached.

I do not attach very much importance to the first three incidents mentioned by the Superintendent in his evidence as cumulative factors in leading to his decision to send Periannan off the estate. But I consider that if Mr. Firth had reasonable grounds (as I think he had) for believing that at the meeting of the Sangam held on January 5, while the matter was under correspondence with the Union, the leader had on his own responsibility used language inciting labourers to strike then he as the Superintendent would have been justified in serving notice on him to quit the estate. As I am satisfied on the evidence that Mr. Firth had in fact good grounds for his belief, I answer the fourth issue in the negative. I do not consider it necessary to discuss Periannan's reception of the notice as this is irrelevant to the issue I am asked to decide.

## ISSUE No. 5.

Was there a breach of the Seven Point Agreement in the course of the negotiations that took place in connexion with this dispute, and, if so, by whom?

The Seven Point Agreement, a copy of which is appended to these proceedings, is an agreement between the estates proprietary and managerial representatives and the Unions for the settlement of labour disputes on estates. It was signed by the parties to it in July, 1940. It provides, *inter alia*, in the event of a dispute for certain steps to be taken by each side within periods so defined as to enable settlement to be reached before the expiry of a month's notice. It also provides for a conference between the parties to be arranged by the Labour Department after certain preliminaries. I would not, however, say that a strict adherence to the intervals of time indicated in the agreement is essential or that an omission to do so necessarily amounts to a material breach of its terms. It is contended by the Union that there was such a breach because the date of the conference, which they say should have taken place by January 17 according to the time table of the Agreement, was fixed for the 22nd to meet the convenience of the Labour Department. Such divergencies from schedule are inevitable in human affairs and do not materially affect the issue in this case. The conference was ultimately postponed to a still later date to suit the exigencies of the Union. On the other hand failure of either party without valid excuse to attend a conference contemplated by and mutually arranged under the Seven Point Agreement must inevitably impair the prospect of a settlement, and so constitute a material breach of the Agreement. Such a default is alleged in the present instance to have been committed by Mr. Aziz, member of the Union Executive Committee, in failing to arrive at Talawakele Resthouse in time to attend the conference that was to have taken place there at 2.30 p.m. on Saturday, January 25; and at which he was to have been the principal Union representative.

I have already referred to the alterations and adjustments of time, place, and date that had been made before the final arrangements for the conference were agreed to by all concerned. I have also mentioned the telephone message received by Mr. Rajendra at 12.40 p.m. that day intimating the time at which Mr. Aziz had left Colombo. The time given to Mr. Rajendra was "about 10 minutes ago", i.e., at 12.30 p.m. I have no hesitation in accepting Mr. Rajendra's very clear and convincing evidence on this point as against the account given by the witness, Rahman, an employee of the Union, whose recollections of the telephone conversation between him and the Deputy Controller seemed somewhat elusive. Mr. Rajendra had particular reason to note the exact time of departure as given to him, because he realised that it was then impossible for Mr. Aziz to arrive by car until about 2 hours after the time fixed for the conference. Even if Mr. Aziz had left, as he claims to have done, at 11.30 he would have been at least half an hour or more late for his appointment. The distance is 80 miles and the road narrow, twisting, and with long gradients. Four hours is a reasonable time to allow for the journey. Had he started at the time Rahman informed Mr. Rajendra by telephone and avoided trouble on the way Mr. Aziz might have been expected to arrive at Talawakele just about the time he did in fact arrive. The weight of evidence oral and circumstantial is against him and I am compelled to reject his statement both as to the time he actually left Colombo and as to his alleged misfortune in meeting with no less than two punctures on this particular journey with a practically new car. I am afraid he had no intention of arriving in time for the conference and I cannot find that he had any valid reasons for failing to do so. I find that his failure constituted a breach of the Seven Point Agreement and I answer this issue accordingly.

It is necessary while on this issue that I should give my opinion on a point taken by the Union that refusal on the part of an employer, as in this instance, to give reasons for a dismissal when notified by the Union that it is interested on behalf of an employee, is contrary to the spirit if not the letter of the Seven Point Agreement. It is clear that as the Agreement does not refer to such a request refusal to comply cannot be construed as a breach. At the same time I feel bound to say that a request for information of this nature made by a recognized Union acting on behalf of a dismissed employee who is a member of the Union must be considered reasonable and in keeping with the object of the Agreement, and an employer will ordinarily be well advised to accede to it, as (in my opinion) the Superintendent should have done in the present instance.

## ISSUE No. 6.

- (a) Was there a breakdown in the negotiations  
 (b) If so, who was responsible for it.  
 (c) Was the breakdown the immediate cause of the strike.

(a) As I have already indicated efforts to fix another conference were resumed after the abortive conference arranged for January 25. Mr. Aziz apologised to Mr. Modder and suggested a date before February 8. The Management, however, refused to agree. The negotiations therefore broke down.

(b) Though the Union had been placed in the wrong by Mr. Aziz' failure to keep his appointment, I do not consider that this should have been treated as justifying, after an apology and an explanation (however unconvincing) had been offered, a refusal to resume negotiations, and I find both sides to blame for the breakdown that occurred.

(c) The strike appears to have been provisionally decided upon by the Union as a result of the breakdown of negotiations and action on that decision was precipitated by the entry of the prosecutions against the dismissed labourers for refusing to leave the estate.

I am required by section 6 (3) of Cap. 110 to make my recommendation for a settlement of this dispute. I consider that the offer by the Management of a transfer of the 30 labourers to Dewalakande including free transport, a day's pay, and a meal on arrival, as an alternative to their discontinuance was reasonable and considerate offer and its refusal by the labourers was ill-advised. It is, however, too late to suggest this settlement now as the vacancies on Dewalakande have been filled and employment there is no longer available. This also applies to the offer of the Labour Department to place these people on a Dikoya estate; there are now, I understand,

no vacancies there either. Five of the 30 have gone to their coasts and it may be that others might accept repatriation. If that is the case any who desire it should be repatriated. The estate has offered to meet the expense of the repatriation of at least three and I have no doubt would do so in the case of any others as well. For the rest I can see no ground for suggesting that the estate should be asked to go further than it agreed to do at the inquiry, viz., to provide work on Ingoya estate for the three labourers whose re-instatement on Glenlyon was the final demand of the Union, and for as many of the remaining 22 as possible. Efforts should be made by the Labour Department to find employment for any residue as opportunities arise. There is nothing against these unfortunate people beyond the fact that they seem to have allowed themselves to be misguided. Some of them when noticed were willing (*vide* Mr. Firth's evidence) to accept employment in any adjoining district, but they appear to have withdrawn from this subsequently. The Superintendent has recommended them for re-employment through the Labour Department, certifying that he has nothing against them. One particular high elevation estate was mentioned where it is understood they could still be taken on if willing to go there. The strike should be called off forthwith and a settlement agreed to on the lines I have suggested.

A transcript of the shorthand notes of the proceedings is appended. I nominate Messrs. F. L. Henstock, R. B. Firth, and V. C. Modder to represent the Management of Glenlyon estate, and Messrs. George R. Motha, A. Aziz, and S. Somasuntharam to represent the Ceylon Indian Congress Labour Union, for the purpose of the Industrial Disputes Ordinance under section 6 (5) of that Ordinance in the matter of this dispute.

May 2, 1941.

W. L. MURPHY, C.C.S.,  
Board of Conciliation