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THE CEYLON GOVERNMENT GAZETTE

අංක 11,680 — 1959 පෙබරවාරි 27 වැනි සිකුරාදා — 27.2.1959

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PART I: SECTION (I)—GENERAL

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Appointments, &c., by the Judicial Service Commission

No. 81 of 1959

SUMMARY OF APPOINTMENTS MADE BY THE JUDICIAL SERVICE COMMISSION

Name of Officer	New Appointment	Effective Date of New Appointment	Remarks
Mr. F. E. ALLES	.. Additional District Judge, Nuwara Eliya	20th February, 1959	.. In addition to his other duties
Mr. N. M. J. RAJENDRAM	.. Additional District Judge, Tangalla	16th March, 1959	.. In addition to his other duties
Mr. E. F. DE ZILVA	.. Additional District Judge, Mannar	16th March, 1959	.. In addition to his other duties
Mr. A. VYTHIALINGAM	.. Additional District Judge, etc., Anuradhapura	From 16th February, 1959	Until further orders
Mr. A. W. GOONERATNE	.. Additional District Judge, Kundy, at Gampola	From 2nd February, 1959	Until further orders
Mr. J. G. L. SWARIS	.. Additional Magistrate, etc., Galle	20th February, 1959	.. In addition to his other duties
Mr. D. E. DHARMASEKERA	.. Acting Additional Magistrate, etc., Galle	From 2nd February, 1959	Until further orders
Mr. V. PONNUSWAMY	.. Additional District Judge, etc., Nuwara Eliya	13th to 16th February, 1959	During absence of Mr. C. B. WALGAMPAYA
Mr. F. V. H. LA BROOY	.. Additional District Judge, etc., Nuwara Eliya	16th February, 1959	.. During absence of Mr. C. B. WALGAMPAYA
Mr. W. A. C. SIRISENA	.. Additional Magistrate, etc., Balapitiya	10th to 13th February, 1959	During absence of Mr. W. D. THAMOTHE- RAM
Mr. J. H. FERNANDO	.. Additional Magistrate, etc., Kegalla	13th February, 1959	.. —
Mr. H. D. RATNATUNGA	.. Additional Magistrate, etc., Hambantota	14th, 20th and 21st February, 1959	During absence of Mr. J. G. L. SWARIS
Mr. J. AMERASINGHE	.. Additional Magistrate, etc., Hambantota	15th, 16th and 23rd to 25th February, 1959	During absence of Mr. J. G. L. SWARIS
Mr. C. A. L. COREA	.. Additional Magistrate, etc., Chilaw	From 17th February, 1959	Until resumption of duties by Mr. B. E. DE SILVA
Mr. C. V. S. DE SILVA	.. Additional Magistrate, etc., Kurunegala, at Kanadulla	18th to 20th February, 1959	During absence of Mr. S. S. KULATILEKE

Name of Officer	New Appointment	Effective Date of New Appointment	Remarks
Mr. M. ESURAPADHAM	Additional District Judge, etc., Point Pedro	25th February, 1959	—
Mr. C. M. THARMALINGAM	Additional Magistrate, etc., Vavuniya	16th to 20th February, 1959	During absence of Mr. T. J. RAJARATNAM
Mr. R. P. DE SILVA	Additional Magistrate, etc., Balapitiya	16th February, 1959	During absence of Mr. W. D. THAMOTHE- RAM
Mr. J. J. DAVID	Additional District Judge, etc., Batticaloa	21st to 28th February, 1959	During absence of Mr. D. S. L. P. ABEYA- SEKARA
Mr. T. K. BURAH	Additional Magistrate, etc., Hambantota	19th to 22nd February, 1959	During absence of Mr. J. G. L. SWARIS
Mr. N. EHAMPARAM	Acting President, Rural Court, Islands, etc.	23rd and 24th February, 1959	During absence of Mr. S. T. RAJARATNAM
Mr. A. SENANAYAKE	Additional President, Rural Court, Dehigampal Korale, etc.	4th March, 1959	—
Mr. E. GUNASEKERA	Additional President, Rural Court, Morawak Korale, etc.	24th February, 1959	—
Mr. E. A. WIJEKULASURIYA	Acting President, Rural Court, Four Gravets, etc.	21st and 23rd February, 1959	During absence of Mr. K. I. KARUNARATNE
Mr. R. M. U. RAJAPAKSE	Acting President, Rural Court, Kadawata Korale, etc.	20th February, 1959	During absence of Mr. I. H. HERAT
Mr. C. L. W. GOONESEKERA	Acting President, Rural Court, Kadawata Korale, etc.	21st February, 1959	During absence of Mr. I. H. HERAT

Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, 19th February, 1959.

S. R. WIJAYATILAKE,
Secretary,
Judicial Service Commission.

Other Appointments

No. 82 of 1959

No. D32/Rect.

ROYAL CEYLON NAVY—OFFICERS' PROMOTIONS

To be Acting Lieutenants with effect from January 1, 1959—

Sub-Lieutenant G. H. M. P. ELIKEWELA, R. Cy. N.
Sub-Lieutenant H. B. PERERA, R. Cy. N.

G. DE SOYZA,
Permanent Secretary,
Ministry of Defence and External Affairs.

Colombo, 14th February, 1959.

No. 83 of 1959

No. D32/Rect.

ROYAL CEYLON NAVY—OFFICERS' PROMOTIONS

To be Acting Sub-Lieutenant with effect from January 1, 1959—

Midshipman W. N. D. BOTEJUE, R. Cy. N.

To be Acting Sub-Lieutenant (E) with effect from January 1, 1959—

Midshipman (E) H. J. S. BALDSING, R. Cy. N.

G. DE SOYZA,
Permanent Secretary,
Ministry of Defence and External Affairs.

Colombo, 14th February, 1959.

No. 84 of 1959

APPOINTMENTS BY THE HONOURABLE MINISTER OF JUSTICE

Commissioners for Oaths under Section 12 of the Oaths Ordinance

Mr. M. ARUMUGAM to be a Commissioner for Oaths for the judicial division of Kayts with effect from the 16th February, 1959.

Inquirers under Section 120 of the Criminal Procedure Code (Cap. 16).

1. Mr. L. A. GANEPOLA to act as Inquirer for Gampaha U. C. area, Colombo District, from the 15th February, 1959, until the resumption of duties by Mr. M. D. C. WIJAYASURIYA.

2. Mr. A. NITHIANANTHAN to be an Inquirer for Chankanai East, Jaffna District, with effect from the 16th February, 1959.

3. Mr. T. B. LEWLA to act as Inquirer for Gandahe Korale South, Kandy District, from the 21st February, 1959, until the resumption of duties by Mr. W. M. URKU BANDA.

No. 85 of 1959

THE Honourable the Minister of Home Affairs has appointed Mr. ANDIGE HENRY WALTER FERNANDO to be a Notary Public throughout the judicial division of Colombo and to practise as such in the English language.

No. 86 of 1959

THE Honourable the Minister of Home Affairs has appointed Mr. ANIL DAHAMAN GOONEWARDENE to be a Notary Public throughout the judicial division of Colombo and to practise as such in the English language.

No. 87 of 1959

ORDER

THE Honourable the Minister of Home Affairs has appointed Mr. HETTIARATCHIGE EDMUND GUNASEKERA to be a Notary Public throughout the judicial division of Gampaha with residence and office at Ganegoda and an additional office at Putupagala and to practise as such in the Sinhalese and English languages.

The Motor Transport Act, No. 48 of 1957, is hereby amended, in sub-section (2) of section 56 and in sub-section (2) of section 73, by the substitution, for the words "Permanent Secretary to the Ministry of Transport and Works", wherever those words occur collectively in each of those sub-sections, of the words "Permanent Secretary to the Ministry of Nationalised Services and Road Transport".

No. 88 of 1959

THE Honourable the Minister of Home Affairs has appointed Mr. DON SIRIPALA WIJESINGHE to be a Notary Public throughout the judicial division of Kurunegala and to practise as such in the English language.

(D. S. 148/58.) No. 544E. 324/4 DB.
PURSUANT to the 2nd Section of the Minutes on Pensions, it is hereby notified that the holder of the office specified below is entitled to pension—

No. 89 of 1959

THE Honourable the Minister of Home Affairs has appointed Mr. RANAMUKAGE WALTER JUSTIN WEERASURIYA to be a Notary Public throughout the judicial division of Kegalla and to practise as such in the English language.

Ministry of Transport and Works
Director of Development (while held by Mr. V. C. de Silva).
S. F. AMERASINGHE,
Secretary to the Treasury.
General Treasury,
Colombo, 14th February, 1959.

Government Notifications

G. G. O. No. O. 319/49.

(D. S. 148/58.) No. 562E. 281/67. DF.

HIS Excellency the Governor-General has been pleased to accept on behalf of Her Majesty The Queen the Letter of Credence of His Excellency Sithu Dr. Htin Aung accrediting him as Envoy Extraordinary and Minister Plenipotentiary for the Union of Burma to Ceylon.

PURSUANT to the 2nd Section of the Minutes on Pensions, it is hereby notified that the holders of the office specified below are entitled to pension—

By His Excellency's command,
N. W. ATUKORALA,
Secretary to the Governor-General.
Governor-General's Office,
Colombo, 23rd February, 1959.

Department of Health
Driver-Overseers, Anti-Malaria Campaign.
S. F. AMERASINGHE,
Secretary to the Treasury.
General Treasury,
Colombo, 14th February, 1959.

G. G. O. No. O. 330/49.

L. D.—B. 59/58.

HIS Excellency the Governor-General has been pleased to accept on behalf of Her Majesty The Queen the Letter of Credence of His Excellency Dato Samuel Chelvasingam MacIntyre accrediting him as High Commissioner for the Federation of Malaya to Ceylon.

THE CONCILIATION BOARDS ACT, No. 10 OF 1958.

Notice under Section 3 (2)

By His Excellency's command,
N. W. ATUKORALA,
Secretary to the Governor-General.
Governor-General's Office,
Colombo, 23rd February, 1959.

IN pursuance of the provisions of sub-section (2) of section 3 of the Conciliation Boards Act, No. 10 of 1958, I, Manikku Wadumastri Hendrick de Silva, Minister of Justice, do hereby notify that it is intended to constitute a Panel of Conciliators for each village area specified in the Schedule hereto and that the Village Committee of that village area, every Rural Development Society and every Praja Mandalaya in that village area, and every such Co-operative Society in that village area as is registered under the Co-operative Societies Ordinance may, on or before March 28, 1959, recommend in writing to me the persons who are, in the opinion of the recommending body, fit to be members of such Panel.

M. W. H. DE SILVA,
Minister of Justice.

Colombo, 23rd February, 1959.

L. D.—B. 47/53.

THE ASSIGNMENT OF MINISTERS' FUNCTIONS (CONSEQUENTIAL PROVISIONS) ACT, No. 29 OF 1953.

Order under Section 2

ORDER made by the Prime Minister by virtue of the powers vested in him by section 2 of the Assignment of Ministers' Functions (Consequential Provisions) Act, No. 29 of 1953.

S. W. R. D. BANDARANAIKE,
Prime Minister.

Colombo, February 23, 1959.

SCHEDULE

1. Ambanganga Korale village area situated in Matala East Divisional Revenue Officer's Division in Matala District.

2. Kandapalla Korale village area situated in Matale North Divisional Revenue Officer's Division in Matale District.

3. Matale Medasiya Pattu village area situated in Matale South Divisional Revenue Officer's Division in Matale District.

Visiting Committee of the Institution mentioned in column I of the Schedule for a period of one year from the date of this notice.

S. C. FERNANDO,
Permanent Secretary,
Ministry of Home Affairs.

Ministry of Home Affairs,
Colombo 7,
February 20th, 1959.

Schedule

I	II
Matara Prison ...	Mr. H. W. Gunasekera, J. P.

THE Honourable the Minister of Home Affairs has been pleased under section 32 (1) (b) of the Prison Ordinance (Chapter 44), as amended by Ordinance No. 53 of 1939, and as modified by Proclamation in Gazette Extraordinary No. 9,773 of September 24, 1947, to appoint the persons mentioned in column II of the Schedule hereto to be members of the Local

THE PADDY LANDS ACT, No. 1 OF 1958

AS required by sub-section 1 of section 51 of the Paddy Lands Act, No. 1 of 1958, as amended by the Paddy Lands (Amendment) Act, No. 30 of 1958, I, Don Philip Rupasinghe Gunawardena Minister of Agriculture and Food, do hereby appoint the officers in column I of Schedule hereto, as Assistant Commissioners of Agrarian Services for the Administrative Districts mentioned in column 3 in addition to the duties of their substantive posts given in column 2 of that Schedule.

Colombo, February 20, 1959.

D. P. R. GUNAWARDENA,
Minister of Agriculture and Food

Schedule

Column 1	Column 2	Column 3
Kotuwe Muhandiramge Upatissa Jayanetty	Divisional Revenue Officer	Colombo District
Llewelyn Piyasena Witanachchi	do.	Hambantota District
Kumaragewattage Ellesley Winston Fernando Siriwardane	do.	Kalutara District
Samaratungalianamohottige Don Charles Samaratinga	do.	do.
Inradasa Wickramasinghe	do.	do.
Justin Divale Bandaranayake	do.	Matale District
Enatillake Hemakirti Dissanayake	do.	Galle District
Hingure Arachchillaya Abhayagunawardhana	do.	Ratnapura District
David Bernard Gooneratnayake	Land Officer	Matale District
Alujjage Don Sugathadasa	Administrative Officer; Department of Agriculture	Ratnapura and Kegalla Districts
Ronald Armand Paul Goonetilleke	do.	Badulla District
Sampathsothy Nadarajah	Assistant Commissioner for Development of Marketing	Mannar District and Vavuniya District
Pedropillai Longinus Patrick	Divisional Revenue Officer	Batticaloa District
Ran Banda Ratnayake	do.	do.
Xavier Marku Sellathambu	do.	do.
Arumugam Kandiah	do.	do.
John Moothathamby Sabaratnam	do.	do.
Swani Mariampillai Theophilus	do.	do.
Ramanathan Sithamparapillai	do.	do.
Bertram Arnold Jayarajah Casinader	do.	do.
Kanaganayagam Nallainathan	do.	do.
Wijetunga Mudiyanse Alutgamagedera	do.	do.
Wijeratne Banda	do.	do.
Arumugam Perumynar	do.	do.

MILK BOARD ACT, No. 12 OF 1954

IT is hereby notified for general information that the Hon'ble the Minister of Agriculture and Food has been pleased under section 4 (1) of the Milk Board Act, No. 12 of 1954, to appoint Dr. Ariyadasa Amarasinghe, Acting Deputy Director (Animal Production and Health), Department of Agriculture, to be a Member of the Milk Board for a period of five years with effect from 21.2.1959.

K. ALVAPPILLAI,
Permanent Secretary,
Ministry of Agriculture and Food.

Ministry of Agriculture and Food,
Union Place,
Colombo 2, February 21, 1959.

DELIMITATION COMMISSION

HIS Excellency the Governor-General by virtue of the powers vested in him under section 40 of the Ceylon (Constitution) Order in Council, 1946, as amended by the Ceylon Constitution (Amendment) Act, No. 4 of 1959, has established a Delimitation Commission required thereby. Its powers and duties are set out in the Order in Council itself.

Representations and suggestions will be welcomed by the Commission. All persons or associations wishing to make them should submit statements in writing (preferably in quadruplicate) to reach the Secretary, Delimitation Commission, P. O. Box 1425, Town Hall, Colombo, as early as possible and in any event not later than March 27, 1959. The Commission will hear

oral evidence, where necessary, to elucidate various points made therein. For this purpose, in addition to hearing evidence in Colombo, the Commission will, if necessary, visit the Provinces.

As the time at the disposal of the Commission is limited, it may not be possible to afford every person or association desiring to give oral evidence an opportunity to do so. It is necessary therefore that the memoranda presented should be clear and full with statistics in support, if possible.

E. F. DIAS ABEYESINGHE,
Secretary,
Delimitation Commission.

Town Hall,
Colombo, February 26, 1959.

THE INDUSTRIAL DISPUTES ACT, No. 43 OF 1950

Order under Section 4 (2)

WHEREAS an industrial dispute in respect of the matter specified in the statement of the Acting Deputy Commissioner of Labour which accompanies this Order exists between the Ceylon Plantation Workers' Union and Mr. A. M. Lairis Appu, the Proprietor of Raglan Estate, Kurunegala:

Now, therefore, I, Tikiri Bandara Ilangaratne, Minister of Labour, Housing and Social Services, do, by virtue of the powers vested in me by section 4 (2) of the Industrial Disputes Act, No. 43 of 1950, hereby refer the aforesaid dispute for settlement to an Industrial Court which shall be constituted in accordance with the provisions of section 22 of that Act.

T. B. ILANGARATNE,
Minister of Labour, Housing and
Social Services.

Colombo, 17th February, 1959.

THE INDUSTRIAL DISPUTES ACT, No. 43 OF 1950

In the matter of an industrial dispute
between

The Ceylon Plantation Workers' Union, 124,
Kumaran Ratnam Road, Colombo 2,

and

Mr. A. M. Lairis Appu, the Proprietor of Raglan
Estate, Kurunegala

STATEMENT OF MATTER IN DISPUTE

The non-employment of—

1. D. M. Mudiyanse,
2. D. M. Biso Menike,
3. H. A. Pody Appuhamy,
4. H. A. Podi Nona,
5. H. A. Amarasena,
6. Pablis Singho,
7. Podi Menika, and
8. M. Abeyratne

is the matter in dispute between the Ceylon Plantation Workers' Union and the Superintendent of Raglan Estate, Kurunegala.

Dated at Colombo, this 12th day of February, 1959.

N. L. ABEYWIRA,
Acting Deputy Commissioner of Labour.

THE INDUSTRIAL DISPUTES ACT, No. 43 OF 1950

THE Award transmitted to the Commissioner of Labour by the President of the Industrial Court constituted for the purpose of settling the industrial dispute between the Kandy Municipal and General Workers' Union and the Kandy Carpentry Society, Limited, Kandy, which was referred by the Honourable the Minister of Labour, Housing and Social Services, by Order dated August 26, 1958, made under section 4 (2) of the Industrial Disputes Act, No. 43 of 1950, and published in *Ceylon Government Gazette* No. 11,516 dated September 5, 1958, for settlement by an Industrial Court, is hereby published in terms of section 25 (1) of the said Act.

N. L. ABEYWIRA,
Acting Deputy Commissioner
of Labour.

Department of Labour,
Colombo, February 27, 1959.

Industrial Court at Colombo

No. I. D. 86

In the matter of an industrial dispute
between

The Kandy Municipal and General Workers' Union,
23 1/5, Pavilion Street, Kandy,

and

The Kandy Carpentry Society, Limited,
Mahaiyawa, Kandy

THE AWARD

This is an award under section 24 of the Industrial Disputes Act, No. 43 of 1950 (as amended by Acts Nos. 25 of 1956, 14 of 1957 and 62 of 1957). It relates to an industrial dispute between the Kandy Municipal and General Workers' Union (hereinafter referred to as "the Union") and the Kandy Carpentry Society Limited (hereinafter referred to as "the Society"). The Honourable the Minister of Labour, Housing and Social Services by his Order under section 4 (2) of the Industrial Disputes Act, No. 43 of 1950, dated August 26, 1958, referred the above dispute to this Court for settlement.

2. According to the statement of the Commissioner of Labour dated 21st August, 1958, the matters in dispute were as follows:—

(a) The non-employment of—

1. N. P. G. Sampson,
2. M. G. Peiris,
3. G. Martin,
4. D. B. Alahakoon,
5. P. H. Piyasiri,
6. W. M. Abeyratne,
7. N. P. Piyasekera,
8. E. G. Simon Naide,
9. H. G. Ordirishamy,
10. G. B. Alahakoon,
11. P. G. Gunapala,
12. W. A. Ardinis Appuhamy,
13. W. J. S. Fernando, and
14. A. M. Gunaratne;

(b) Payment of salaries for the workers for all days they were not given work since 14.11.57;

(c) Payment of overtime for work done in excess of 5½ hours on all Saturdays during the period of their service from October, 1955, up to November, 1957; and

(d) Payment of 14 days annual holiday wages for each year of service put in by each of the workers.

3. The Carpentry Society had been formed 4 or 5 years ago and there are about 50 members. It depends to a great extent on orders of furniture placed by Government departments. In 1957 the Society received a large order for making weaving machines. As it was difficult to attend to this large order in addition to the usual work, the Society engaged 16 additional carpenters who were paid on a daily basis but who were not admitted as members of the Society. Ordinarily the members of the Society worked 6 days in the week from 8 a.m. till about 5 p.m. The temporary carpenters also worked during the same hours. Some of the carpenters both members of the Society and the temporary staff were given additional work which was attended to after 5 p.m. on a piece rate basis.

4. On 7th November, 1957, the 14 persons referred to in the statement of the Commissioner of Labour represented through the Union to the Commissioner of Labour and the Director of Industries claiming overtime for work attended to on Saturdays beyond 5½ hours, and holiday leave. This demand was forwarded to the Society and considered by the committee of the Society. The committee decided to interdict the workers who had signed the letter and to refer the matter to a general meeting of the Society. A general meeting was held within a few days and at that meeting it was decided to discontinue the services of the workers in question. Representations were then made by the Union to the Assistant Commissioner of Labour, Kandy, who held an inquiry. The Assistant Commissioner of Labour suggested to the President of the Society that work should be given to the discontinued workers if possible. The President agreed to refer this question to a general meeting of the Society. The general meeting which was called to consider this decided that work could be given if available, but only on condition that the 14 workers undertook not to make any demands from the Society. Further representations were made by the Union but no settlement was possible. The matter has, therefore, been referred to this Court for settlement. On the first date fixed for inquiry, the Society was not represented. The President had written a letter that he and the Secretary were unable to come as they were expected to hand over the assets of the Society to the Government Corporation which had recently been formed to take over the work of the carpentry societies in the Island. We considered this explanation for their absence as unsatisfactory and noticed the President and the Secretary to appear in Court. On the next date we attempted to effect an amicable settlement in the interest of industrial peace, but our efforts were not successful.

5. The main reason given by the Society for the discontinuance of the 14 carpenters is that the Society considered that these workers had been disloyal to the Society by joining a union and making representations to the Department of Labour and the Department of Industries. It was also stated on behalf of the Society that generally work was slack in October, November, December and January. This statement is probably correct. Ordinarily, Government departments consider the question of additional furniture only after the estimates of revenue and expenditure have been passed by Parliament. The preparation of the requirements of furniture and the estimate of cost would probably take 2 or 3 months, and it would be only after that that orders would be placed for the necessary furniture. The President of the Society stated that the large order received for weaving machines had been finished by November, 1957, and therefore there was very little work in hand in November and December, 1957, to be given to these 14 carpenters. We consider that this statement is correct, but we are not satisfied with the reason given for the earlier discontinuance of these carpenters. They were not members of the Society and therefore could not be accused of disloyalty to the Society merely because they joined the Union. The Society should have given these carpenters adequate notice

if there was insufficient work so that the carpenters might have made other arrangements for work when they ceased to obtain work from the Society. In the circumstances we award them one month's salary in lieu of notice from the date from which they were interdicted. Further, if in future there is additional work and it is considered necessary to employ additional carpenters, preference should be given to these carpenters who were discontinued and they should be taken on, according to seniority of service.

6. The next demand is for payment of overtime for work done in excess of 5½ hours on Saturdays. The salaries of carpenters in the furniture trade have not been fixed by a Wages Board, nor are their hours of work determined by any regulations. We, therefore, consider that the Society was entitled to fix the hours of work. Further, the members of the Society worked during the same hours as these temporary carpenters. We therefore consider that the carpenters in question are not entitled to overtime.

7. The next demand was for the payment of 14 days annual holiday wages for each year of service. All employees whose wages are regulated by Wages Boards and shops and office employees are entitled to an annual holiday of 14 days if they have worked for a certain number of days in the year. Similar regulations, however, have not been framed in respect of the carpentry industry, and therefore no carpenter is entitled to claim an annual holiday as of right. Our award on this demand is that no payment is due from the Society.

8. We considered the question of costs incurred by the Union on account of the absence of the representatives of the Society on the first date of inquiry. The temporary carpenters had to come to Colombo, and the Union was represented by counsel on the first date in question. We consider that the President or the Secretary of the Society should have appeared on the first date of inquiry and we award the Union Rupees One hundred as costs of the first date of inquiry.

9. The one month's salary to which the 14 carpenters are entitled to should be paid through the Commissioner of Labour within one month of the publication of this award. The sum of Rupees One hundred awarded as costs should also be paid within one month of the publication of this award.

(Sgd.) P. O. FERNANDO,
(President).

(Sgd.) T. SIVAPRAKASAPILLAI,
(Member).

(Sgd.) B. E. DE PINTO,
(Member).

Colombo, February 11, 1959.

No. G/I. 80.

**THE INDUSTRIAL DISPUTES ACT, No. 43
OF 1950**

THE award transmitted to the Commissioner of Labour by the Arbitrator to whom the industrial dispute which had arisen between the All-Ceylon Oil Companies Workers' Union, No. 9, Albion Place, Colombo 9, and the Shell Company of Ceylon Limited, Chartered Bank Building, Colombo 1, was referred under section 3 (1) (d), of the Industrial Disputes Act, No. 43 of 1950, as amended by the Industrial Disputes (Amendment) Act, No. 25 of 1956, the Industrial Disputes (Amendment) Act, No. 14 of 1957, and the Industrial Disputes (Amendment) Act,

No. 62 of 1957, for settlement by arbitration, is hereby published in terms of section 18 (1) of the said Act.

N. L. ABEYWIRA,
 Acting Deputy Commissioner
 of Labour.

Department of Labour,
 Colombo.
 February 17, 1959.

In the matter of an industrial dispute
 between
 The All-Ceylon Oil Companies Workers' Union,
 No. 9, Albion Road, Colombo 9,
 and
 The Shell Company of Ceylon Limited,
 Chartered Bank Building,
 P. O. Box 280,
 Colombo.

The Award

This is an award under section 17 of the Industrial Disputes Act, No. 43 of 1950.

The matter referred to me for arbitration under section 3 (1) (d) of the above Act by the Deputy Commissioner of Labour by his reference dated 2nd January, 1959, is the non-employment of four men, namely:—

- (a) M. B. W. Fernando.
- (b) H. V. Hindle.
- (c) P. H. E. Perera.
- (d) D. W. Piyasena.

The parties to the dispute are the All-Ceylon Oil Companies Workers' Union (hereinafter referred to as the "Union") and the Shell Company of Ceylon Limited (hereinafter referred to as the "Company"). It transpired in the course of the inquiry that the correct names of the second and third workers referred to are S. V. Hindle and P. H. G. Perera.

2. At the inquiry which commenced on 13th January, 1959, after Mr. Advocate Malcolm Perera who appeared for the Union stated his case, and Mr. Advocate Gratiaen who appeared for the Company was stating his case, Mr. Advocate Malcolm Perera excused himself and left the hall, leaving behind his junior, Mr. Advocate D. E. V. Dissanayake.

3. When the time came for evidence to be called, Mr. Advocate Dissanayake stated that he was unable to proceed as Mr. Malcolm Perera, who was conversant with the facts of the case and who left hoping to return, had not returned.

4. At this stage, although the Union had to begin, Mr. Advocate Gratiaen volunteered to call his witnesses so that the sitting may not be held up, and called Mr. P. Sivalingam, the Installation Manager. Mr. Malcolm Perera did not return, and after Mr. Sivalingam's evidence had been recorded and he was cross-examined by Mr. Dissanayake, the sitting was put off for 16.1.59. The dates of the sittings had been earlier decided upon in consultation with Mr. Malcolm Perera before he left to suit Counsel, particularly Mr. Malcolm Perera. The dates fixed were 16.1.59, 19.1.59, 23.1.59 and 2.2.59.

5. At the resumed hearing on 16.1.59 Mr. Malcolm Perera stated that, in view of a certain agreement entered into between his clients and the Shell Company, I was functus and could not proceed. The agreement was produced, marked "X". This was an agreement entered into between the All-Ceylon Oil Companies Workers' Union, on the one hand, and the Oil Companies, on the other, dated 1.1.59.

6. According to that agreement this arbitration should have been completed within two weeks from 1.1.59. I indicated to Mr. Malcolm Perera that there was no time limit set in the reference to me and the inquiry would proceed, and the inquiry actually proceeded. Had Mr. Perera brought to my notice that the arbitration should be concluded within two weeks of 1.1.59, the sittings could have been continued on 13.1.59, and even on the following day, and the sittings could have been terminated within the two weeks stipulated.

7. I am of the view that the Union, represented by Counsel who appeared for it, having agreed on the dates of the sittings aforementioned, had submitted to the jurisdiction of the Arbitrator to proceed with the matter after the expiry of the two weeks.

8. The case for the Company was that, as a result of the disappearance of certain oil belonging to the Company on 17.6.58, suspension notices (R.5) were handed personally by L. A. M. Perera to Hindle and Wilson Fernando, while George Perera's notice was served on him through his Commanding Officer. George Perera at that time had been mobilised due to the Emergency.

9. Later the Company decided to discontinue their services and notices of discontinuance (R.7) were served on Hindle, Perera and Piyasena on 1.7.58, while notice of discontinuance of Wilson Fernando was handed to him on 14.7.58, though this too was dated 1.7.58.

10. At the sitting held on 19.1.59, Mr. Malcolm Perera moved that the sitting be put off for the following day (20.1.59) as he said, some adjustment was possible. Mr. Gratiaen had no objection and accordingly the sitting was put off for 20.1.59.

11. On 20.1.59, after the evidence for the Company had been led and before calling any evidence for the Union, Dr. N. M. Perera, who appeared on that day for the Union, withdrew the demand for the reinstatement of the three men—Wilson Fernando, Hindle and Piyasena—and stated that he would be making certain submissions regarding them.

12. Mr. Gratiaen stated that, in view of the minor part played by George Perera, the Company was willing to re-employ him as from 1.2.59, but not as a watcher, on the following terms:—

- (a) He is not to be entitled to any wages from 16.6.58, the date of interdiction, till 31.1.59.
- (b) The period 16.6.58 to 31.1.59, is not to be counted as a period of service under the Company, but his services up to 16.6.58 and from 1.2.59 is to be treated as continuous service.

Dr. N. M. Perera agreed to these terms. I consider this settlement to be very fair and equitable.

13. Dr. Perera made an appeal on behalf of the three men—Wilson Fernando, Hindle and Piyasena. He stated that, as there was no prosecution and subsequent conviction, the inference is that there is some doubt as regards their guilt, and therefore something in the nature of an ex-gratia compassionate payment should be made in view of their past services. Hindle had worked for 4 years and 2 months; Wilson Fernando 3 years and 4 months and Piyasena 4 years and 1 month. He cited I. D. 66 (Lever Brothers Eksath Kamkaru Samithiya and Messrs. Lever Brothers (Ceylon, Ltd.), but this case stands on quite a different footing.

14. Mr. Gratiaen, for the Shell Company, was not willing to make any payment whatsoever as he maintained that the men did not deserve any such consideration; but later, after some discussion, he consented to make an ex-gratia payment of a sum equivalent to the wages for the period 16.6.58 to 14.7.58, both days inclusive, i.e., the period between the date on which notice of interdiction was given and

the date on which the notice of termination of service was served on Wilson Fernando, although the notices of termination were served on Hindle and Piyasena on 1.7.58. This agreement to pay was not to apply to P. H. G. Perera. I consider this agreement to pay very fair and equitable.

15. In accordance with the settlement agreed upon between the parties as mentioned above, I make award as follows:—

- (a) The demand for reinstatement of M. B. Wilson Fernando, S. V. Hindle (incorrectly described as H. V. Hindle) and D. W. Piyasena is rejected.
- (b) The Company will pay these three men by way of an ex-gratia payment a sum equivalent to their wages for the period 16.6.58 to 14.7.58, both days inclusive.
- (c) The Company will re-employ P. H. George Perera (incorrectly referred to as P. H. E. Perera) as from 1.2.59 in a capacity other than that of a watcher at a wage not less than what he was receiving as a watcher at the date of interdiction, subject to the following:—
 - (i) He shall not be entitled to any wages for the period 16.6.58 to 31.1.59.
 - (ii) The period 16.6.58 to 31.1.59 is not to be counted as a period of service under the Company, but his services up to 16.6.58 and from 1.2.59 will be counted as continuous service.

16. Mr. Gratiaen stated that there is to the credit of M. B. Wilson Fernando and D. W. Piyasena in the provident fund, after making deductions for loans taken, etc., the following sums:—

	Rs. c.
M. B. Wilson Fernando	... 284 0
D. W. Piyasena	... 630 0

The Company will pay them these two sums in addition to what has to be paid under paragraph 15 (b). There is nothing due to S. V. Hindle from the provident fund which he had not joined.

T. P. P. GOONETILLEKE,
Arbitrator.

Colombo, 31st January, 1959.

THE INDUSTRIAL DISPUTES ACT, No. 43 OF 1950

THE Award transmitted to the Commissioner of Labour by the Industrial Court constituted for the purpose of settling the industrial dispute between Democratic Workers' Congress and the Superintendent of Mulhalkelle Estate, Wattumulla, which was referred by the Honourable the Minister of Labour, Housing and Social Services, by Order dated December 3, 1958, made under section 4 (2) of the Industrial Disputes Act, No. 43 of 1950, and published in *Ceylon Government Gazette* No. 11,614 dated December 12, 1958, for settlement by an Industrial Court, is hereby published in terms of section 25 (1) of the said Act.

N. L. ABEYWIRA,
Acting Deputy Commissioner
of Labour.

Department of Labour,
Colombo, 23rd February, 1959.

Industrial Court at Colombo

No. I. D. 117

In the matter of an industrial dispute
between

The Democratic Workers' Congress,
213/2, Main Street, Colombo 11,
and

The Superintendent of Mulhalkelle Estate,
Wattumulla

THE AWARD

This is an Award under section 24 of the Industrial Disputes Act, No. 43 of 1950, as amended by the Industrial Disputes (Amendment) Acts, No. 25 of 1956, No. 14 of 1957, and No. 62 of 1957. It relates to a dispute between the Democratic Workers' Congress (hereinafter referred to as "the Congress") and the Superintendent of Mulhalkelle Estate, Wattumulla (hereinafter referred to as "the Superintendent").

2. The Honourable the Minister of Labour, Housing and Social Services, by his Order made under section 4 (2) of the Industrial Disputes Act dated December 3, 1958, referred this dispute to this Court for settlement. The dispute as set out by the Commissioner of Labour in his statement dated November 26, 1958, refers to the non-employment of—

- (1) Ramalingam and his wife, Mariamma,
 - (2) Veloo,
 - (3) Ukkubanda and his wife, Dingirimenika, and
 - (4) Marimuthu Kangany and his wife, Sellammah,
- by the Superintendent.

3. This matter was taken up for hearing on the 12th of January, 1959, when Mr. Advocate R. A. Kannan-gara instructed by Mr. Jayamanne appeared for the Superintendent and Mr. Advocate S. Kanagaratnam instructed by Mr. Vethecan appeared for the Congress. At the outset the Court informed the parties that the matter in dispute appeared to be one that could and should be settled by a friendly discussion between them, and that minor disputes of this nature are now becoming much too frequent, upsetting the economy of the country and causing avoidable misunderstanding and friction between the employers and employees, which is a matter to be deplored. There must be discipline in any walk of life, and the employer on his part must be considerate in enforcing discipline, and the employee in his turn must appreciate the fact that it is essential for him to follow the principles of good conduct and correct procedure. Most matters of this nature could be settled with a certain amount of give and take and unless there is cordiality between the parties the output of work invariably suffers.

4. At this stage, the Court adjourned for a short time to enable the parties to endeavour to come to a settlement, if possible.

5. On resumption, the parties stated that while they had been able to come to some understanding on most matters (subject to Mr. Advocate Kanagaratnam consulting the Congress) they were unable to come to an agreement regarding Ukkubanda and his wife, Dingirimenika.

6. The Court then proceeded to record some evidence and adjourned to the 5th of February, 1959.

7. When the case was resumed on the 5th of February, 1959, the Court was informed that the parties were endeavouring to settle this matter and were given time to do so.

8. Eventually the dispute was settled by the parties on the following terms:—

- (1) The Congress and the Superintendent agree that the dismissals of Ukkubanda and his wife, Dingirimenika, Veloo and Ramalingam and his wife, Mariamma, should stand,

- (2) The Superintendent undertakes to reinstate Marimuthu Kangany and his wife, Sellamah, as labourers in another division of the Estate. If during a period of six months Marimuthu's work is fully satisfactory, he will be reinstated as a Kangany on the Estate.
- (3) The Superintendent undertakes to give Ramalingam and his wife casual work for a period of three months. If Ramalingam's work is satisfactory during the said three months, he and his wife will be employed thereafter as regular workers.
- (4) In the event of Ramalingam being employed regularly, the Superintendent agrees that the period he was without work following dismissal will not be deemed to be a break in the continuity of service.
- (5) The Superintendent agrees to pay Rs. 300 to Ukkubanda and Rs. 300 to his wife, Dingirimenika, in final settlement. This amount should be remitted to the Labour Officer, Nuwara Eliya, within a fortnight of the publication of this Award in the *Gazette* for payment to these two workers.

The above terms of settlement appear to be fair and reasonable and I make award accordingly.

H. K. DE KRETZER.

Dated at Colombo, this 18th day of February, 1959.

THE INDUSTRIAL DISPUTES ACT, No. 43 OF 1950

THE award transmitted to the Commissioner of Labour by the Industrial Court constituted for the purpose of settling the industrial dispute between the Ceylon Workers' Congress and the Superintendent of Raja Estate, Block No. 12, Nilambe, Galaha, which was referred by the Honourable the Minister of Labour, Housing and Social Services, by Order dated September 19, 1958, made under section 4 (2) of the Industrial Disputes Act, No. 43 of 1950, and published in *Ceylon Government Gazette Extraordinary* No. 11,535 dated September 27, 1958, for settlement by an Industrial Court, is hereby published in terms of section 25 (1) of the said Act.

N. L. ABEYWIRA,

Acting Deputy Commissioner of Labour.

Department of Labour,
Colombo, February 23, 1959.

Industrial Court at Colombo

No. I. D. 93

In the matter of an industrial dispute
between

The Ceylon Workers' Congress, 84/4,
Lauries Road, Colombo 4,

and

The Superintendent of Raja Estate, Block No. 12,
Nilambe, Galaha

THE AWARD

This is an award under section 24 of the Industrial Disputes Act, No. 43 of 1950, as amended by Act No. 25 of 1956, Act No. 14 of 1957 and Act No. 62 of 1957.

The Honourable the Minister of Labour, Housing and Social Services, by his Order dated 19th September, 1958, made by virtue of the powers vested in

him by section 4 (2) of the said Act, referred the matters in dispute for settlement by this Court. The Commissioner of Labour, by his statement of 16th September, 1958, has set out the matter in dispute between the Ceylon Workers' Congress (hereinafter referred to as the "Congress") and the Superintendent of Raja Estate, Block No. 12, Nilambe, Galaha, as the non-employment of Gnanapragasam Kangany.

2. It is an undisputed fact that one Mr. Muniyandy was the owner of Raja Estate, Galaha, of about fifty to sixty acres, which itself is a part of Nilambe Estate. He sold a divided portion of 17 acres consisting of the least fertile portion to Mr. Poopaulraj on 1st October, 1957. Mr. Poopaulraj himself is a tea maker on Yogalakshmi Estate in the neighbourhood, and his wife is a worker on that Estate. Mr. Poopaulraj purchased this 17 acre-block for a sum of Rs. 37,500, borrowing a good part of that amount on a mortgage on which he has to pay interest at 10 per cent. He took possession of the Estate on the 20th of October, 1957, although a few days earlier he commenced to live in a room in one of the Estate lines. While the negotiations for the sale were taking place, Mr. Muniyandy gave notice of discontinuance of 15 labourers who had been working on this 17 acre block by his notice dated 20th September, 1957, terminating their services on the 20th of October, 1957. The notice itself, which is in Tamil, has been produced marked P.2. The district representative of the Congress, by his letter dated 26th September, 1957, marked P.4, wrote to the Assistant Commissioner of Labour complaining against the termination of the services of these 15 labourers, and with regard to some other matters like holiday wages, maternity benefits, compensation for service, etc. The Assistant Commissioner of Labour held a conference on the 16th and 19th October, 1957. Mr. Poopaulraj himself was present on the 19th October, 1957. The notes of the conference has been produced marked P.3. At this conference, among other agreements with Mr. Muniyandy, there was an agreement with Mr. Poopaulraj. It is recorded in the notes of the conference (P.3) as follows: "Termination of services of 15 workers. Mr. Poopaulraj agreed to employ all the 15 workers on the 18 acre block (apparently an error for 17 acre) he bought from Mr. Muniyandy as long as the workers worked well and behaved well on the Estate. Work will be offered to them as and when available, at least three days a week. Mr. Muniyandy will also endeavour to offer work to these workers on his division whenever possible, in order to alleviate hardship that may be caused to the workers on account of their getting a lesser number of days work under Mr. Poopaulraj."

3. There was no work on the Estate from the 20th to the 24th because of Deepavali holidays. On the 24th October, 1957, Gnanapragasam and the other 14 persons mentioned in the notes of the conference P.4 went to Mr. Poopaulraj, and Gnanapragasam presented the discharge tickets which had been issued to them by Mr. Muniyandy. Mr. Poopaulraj offered work to all of them, including Gnanapragasam, as tea pluckers and on other sundry work. Gnanapragasam refused the work offered and demanded work as a kangany alleging that hitherto he had been employed as a kangany. Mr. Poopaulraj told him that he had no work for a kangany and that he would employ him as a tea plucker. This offer was declined by Gnanapragasam, who insisted on working as a kangany. So in the final result, while the other 14 workers took up their employment and continued to work including Gnanapragasam's wife, Sandanam, Gnanapragasam himself was out of work. On the 9th November, 1957, by letter marked P.9, the district representative of the Congress wrote to Mr. Poopaulraj describing Gnanapragasam as Gnanapragasam Kangany and stating that he had been a supervisory kangany for the past 4 years under Mr. Muniyandy and that the other workers were his own recruits and inquiring for the reason why Gnanapragasam Kangany had not been given work as a kangany. Later, on the 4th

December, 1957, by letter P.7, the district representative made his complaint to the Assistant Commissioner of Labour. In that letter he also complained that Gnanapragasam's wife had been given notice terminating her services. A further letter was sent to the Assistant Commissioner on the 8th of January, marked P.7. Thereafter, on the 6th March, 1958, the Assistant Commissioner of Labour held a conference, at which Poopaulraj said that he did not want a kangany to supervise 15 workers as he had already someone else for supervisory work, and that he had offered ordinary work to Gnanapragasam, but Gnanapragasam did not want to accept such work. Mr. Ramunujam, the general representative of the Congress, said that he would persuade Gnanapragasam to take up ordinary work and asked Mr. Poopaulraj to employ him as an ordinary worker. Mr. Poopaulraj refused, stating that Gnanapragasam had disobeyed him and had refused to vacate the line room which he occupied at present and go to another one offered to him. So no settlement was effected. Gnanapragasam is still residing on the Estate occupying the line room he had been originally occupying, and without employment.

4. While the Congress urged that Gnanapragasam had been a kangany prior to the termination of his services by Mr. Muniandy, counsel for Mr. Poopaulraj urged he was not. With regard to this question, there is the evidence of Gnanapragasam himself and of his witnesses, Nadesan and Thangavelu, which stands uncontradicted. Gnanapragasam has also produced marked P.1 a pocket check roll, which he stated he had been keeping in his capacity as kangany, making certain entries from time to time. He stated that the book had not been given to him by Mr. Muniandy but has been presented to him by a friend. It is not a well kept book and much reliance cannot be placed on that book, but the fact remains that the notice of discontinuation of the 26th September, 1957 (P.2), discontinuing the 15 labourers issued by Mr. Muniandy was, according to Gnanapragasam, handed to him. There is no evidence to contradict it. There is also the admitted evidence that all the 15 discharge tickets were handed to Mr. Poopaulraj by Gnanapragasam. As I had already indicated to counsel on both sides during the course of the proceedings, I am of the view that Gnanapragasam had been employed as a kangany by Mr. Muniandy.

5. As stated by Mr. Saranadasa, the Assistant Commissioner of Labour, the normal practice when a new management takes over an Estate is for it to agree to employ the whole staff under the same terms and conditions and in the capacities in which they had been serving, but Mr. Saranadasa states that when an agreement was entered into by Mr. Poopaulraj to take over the 15 workers previously employed by Mr. Muniandy, it was not brought to his notice or to the notice of anybody else that Gnanapragasam had been working as a kangany. Mr. Poopaulraj states in his evidence that he did not know that Gnanapragasam had been employed as a kangany. Gnanapragasam himself did not participate at the conference. The Congress represented the workers through their district representatives. These representatives themselves either did not know at that stage that Gnanapragasam was a kangany, or, if they knew, had failed to make mention of it at the conference of the 16th and 19th October, 1957. I have no doubt that if that fact had been brought out at the conference, Mr. Poopaulraj would have explicitly stated that he did not need the services of a kangany, and some arrangement may have been entered into with regard to Gnanapragasam. I am satisfied that Mr. Poopaulraj does not really require the services of a kangany to supervise the work of the few labourers to whom he had promised employment for about three days in a week. Mr. Poopaulraj states that with his life's savings he purchased this small bit of land for himself and the members of his family and relatives to live on and have something to do;

that he had engaged a relative of his who works on some other Estate as a part time kanakapulle to do such supervision as may be necessary. The question arises as to whether the agreement entered into at the conference was an agreement to employ Gnanapragasam as a kangany or as an ordinary worker. In view of the fact that there had been no mention of his status as a kangany and that his name was mentioned along with those of the other workers without any distinction, I am unable to hold that Poopaulraj agreed to employ him as a kangany. Learned counsel for the Congress contended that by receiving his discharge ticket along with those of the others, there had been a legal contract of service between Mr. Poopaulraj and Gnanapragasam. The contention would be correct if the employment contemplated was that of an ordinary worker, but not if the employment to be given to him is that of a kangany. At this stage I may mention that there is no difference in the wages payable to a kangany and to an ordinary worker. There is a difference only in the nature of the work. That being so, the non-employment of Gnanapragasam as a kangany cannot be said to be an unjustifiable wrong. It is not as if he had been engaged as a kangany and thereafter discontinued. If that were the position, then of course the Court will have to go into the question as to whether such non-employment was justifiable or not.

6. At the conference of the 6th of March, 1958, when the offer was made by the Congress that Gnanapragasam be employed as a worker, Mr. Poopaulraj refused to do so. He has given his reasons in the course of his evidence. It would appear that in the set of lines in which Gnanapragasam is residing there are only three rooms. In one of them Mr. Poopaulraj lives and also uses it as his office for the administration of this small Estate. In another room, by an agreement entered into with Mr. Muniandy very much earlier, a son of Mr. Muniandy resides. Mr. Poopaulraj himself offered another room in another set of lines some distance away to Gnanapragasam, so that Mr. Poopaulraj himself may live in the room that Gnanapragasam has been occupying. The room which he is now living in, which is in the nature of a boutique with plank shutters for a door, and in which he has to carry on his office administration, is insufficient for his purpose. The reason given by Gnanapragasam for refusing to move into the other room offered to him is that it had been unused for a period of about two years and that now it is sooted and is ridden with cobwebs is not convincing. A broom and a little lime would make that room habitable. There are other people living in that set of lines and therefore the reason that its lavatory arrangements and water supply are inadequate is also not a sufficient reason. Apart from his persistent refusal to give up the room he had been living in, Mr. Poopaulraj states Gnanapragasam's wife, Sandanam, disturbs the water in the little pool from which drinking water is drawn, in order to annoy him, and that Gnanapragasam shuts himself in the lavatory set apart for this set of rooms during the times when Poopaulraj needs its use, and that living in the adjoining room he constantly makes remarks of a provoking nature. I have no doubt that Gnanapragasam has been causing annoyance to Mr. Poopaulraj. Anyway Mr. Poopaulraj is under no obligation to employ Gnanapragasam as a worker. Gnanapragasam himself appeared to be a little superior person. He stated in the course of his evidence that he was unable to bend and stoop to do manual labour, and that he would have to set about doing manual labour gradually for a period of about one month to do that type of work. In all the circumstances, therefore, I do not think it would be reasonable to compel Mr. Poopaulraj to employ him as a worker on his Estate.

7. It was alleged that Mr. Poopaulraj was prejudiced against Gnanapragasam by Mr. Muniandy telling him that Gnanapragasam had been a

troublesome man on the Estate. It would appear that Gnanapragasam was the president of the Congress committee on Raja Estate before a part of it was conveyed to Poopaulraj. In that capacity he had been taking up the grievances of the workers before Mr. Muniyandy. P.8 is a book kept in Tamil in which the grievances of the workers had been recorded by Gnanapragasam and submitted to Mr. Muniyandy. Mr. Muniyandy seems to have taken no notice of these grievances. Mr. Poopaulraj says that Mr. Muniyandy never discussed Gnanapragasam with him nor told him anything about his being a trouble maker. I see no reason to reject Mr. Poopaulraj's evidence in regard to this matter. If Mr. Muniyandy had told Mr. Poopaulraj that Gnanapragasam was a trouble maker at the conference of the 19th of October, 1957, there was nothing to prevent him from telling the Assistant Commissioner of Labour that he was prepared to employ the other 14 workers but not Gnanapragasam. As was stated earlier, Mr. Poopaulraj was under no obligation to take over any of the previous workers of the Estate into his service. The notes of the conference shows that Mr. Muniyandy paid all 14 of them, excluding one labourer, whose service had been very short, compensation for loss of service as a result of his selling that portion of that Estate.

8. In the final result, I am unable to hold that there had been a contract of service between Mr. Poopaulraj and Gnanapragasam to employ him as a kangany; that Gnanapragasam had refused to serve as an ordinary worker when work as an ordinary labourer was offered to him, and therefore cannot have any just grievance. He has brought about his non-employment by his own act. Of course, his wife's employment was terminated because he was not employed by Mr. Poopaulraj. I hold that no question as to the justifiability or otherwise of the non-employment of Gnanapragasam arises because he had not been previously employed, and no question of reinstatement arises for the same reason. It naturally follows that he is not entitled to any compensation. In the interests of peace on that little Estate, I do hope that Gnanapragasam will vacate the line room he is occupying and leave the Estate as soon as possible.

I make award accordingly.

R. R. SELVADURAI.

Colombo, February 10, 1959.

THE INDUSTRIAL DISPUTES ACT, No. 43 OF 1950

THE award transmitted to the Commissioner of Labour by the Industrial Court constituted for the purpose of settling the industrial dispute between the Ceylon Workers' Congress and the Superintendent of Attagie Group, Attagie, which was referred by the Honourable the Minister of Labour, Housing and Social Services, by Order dated November 7, 1958, made under section 4 (2) of the Industrial Disputes Act, No. 43 of 1950, and published in *Ceylon Government Gazette* No. 11,590 dated November 21, 1958, for settlement by an Industrial Court, is hereby published in terms of section 25 (1) of the said Act.

N. L. ABEYWIRA,
Acting Deputy Commissioner
of Labour.

Department of Labour,
Colombo, 23rd February, 1959.

Industrial Court at Colombo

No. I. D. 104

In the matter of an industrial dispute
between

The Ceylon Workers' Congress, 84/4, Lauries
Road, Colombo 4,

and

The Superintendent of Attagie Group, Attagie

THE AWARD

This is an award under section 24 of the Industrial Disputes Act, No. 43 of 1950. It relates to an industrial dispute between the above-named parties.

2. The Honourable the Minister of Labour, Housing and Social Services by his Order under section 4 (2) of the said Act, dated 7.11.58, referred the dispute to this Court for adjudication. The non-employment of R. Muthusamy, Kangany, is the matter in dispute between the parties referred to.

3. Both parties submitted their respective statements as requested by the Registrar of the Court. The statement of the Superintendent was to the effect that R. Muthusamy was unworthy of the trust reposed in him as kangany of 13 estate labourers under him. He had found R. Muthusamy guilty, on the evidence placed before him, of—

- (a) neglect of duty,
- (b) abetting the labourers to neglect their work,
- (c) conniving with the labourers to defraud the estate.

Consequently, the Superintendent taking into cognizance the previous instances of warning and disciplinary action meted out to him on similar reports, served him with one month's notice of dismissal.

4. The Ceylon Workers' Congress on the other hand contended that the dismissal of Muthusamy Kangany was "totally unjustified" and that it was a case of "victimisation" because of the fact of his being "an active worker of the Ceylon Workers' Congress".

5. On 10.12.58, the date fixed for the inquiry, Mr. S. Selvadurai, Proctor, appeared for the Superintendent and Mr. Advocate S. P. Amerasingham instructed by Mr. M. P. Sunderam appeared for the Congress.

6. At the outset, it was brought to the notice of the Court by both parties that there was a prospect of a settlement being reached. I allowed the joint application and fixed the hearing for 16.1.59, suitable to all parties.

7. On 16.1.59, the parties applied for a further date because of their inability to finalise the discussions, consequent upon their pre-occupation over certain more urgent matters on the neighbouring estates. Hearing was therefore fixed on 13.2.59.

8. On 13.2.59, Mr. Amerasingham, counsel for the Congress, notified the Court that they had arrived at an agreed settlement, the terms of which are—

- (1) R. Muthusamy shall be re-employed on Attagie Group, Attagie, as from 16.2.59, as an ordinary worker. No payment of any kind for the period of non-employment, namely from 5.2.58 to 15.2.59, will be made.
- (2) If Muthusamy is found guilty of any misconduct hereafter, the management will have the right to discontinue his services after an inquiry by the Superintendent of the Estate, whose decision shall be final and binding.

9. It would appear from the agreed terms of settlement effected without persuasion or suggestion by this Court, that there is a tacit admission of

R. Muthusamy's guilt. It is clear from the one-sided nature of the settlement reached that the person alleged to have been the aggrieved party before, appears to have made a studied retreat apprehensive of his position, either on his own or on the advice of the Congress which sponsored his cause.

10. I make this observation, because I feel that a Trade Union organisation like the Ceylon Workers' Congress which rightly champions the cause of the workers under its wings, should have exercised due thought, care and circumspection before precipitating the issue on Muthusamy kangany's behalf.

11. If this was done, much of the trouble and unwarranted work and concern caused to the State and the society by any such impolitic move, could have been easily avoided.

A. D. CANAGARETNA.

Colombo, February 17, 1959.

THE INDUSTRIAL DISPUTES ACT, No. 43 OF 1950

THE Award transmitted to the Commissioner of Labour by the Industrial Court constituted for the purpose of settling the industrial dispute between the Eksath Engineeru Saha Samanya Kamkaru Samithiya and Messrs. Hayleys Limited, Colombo, which was referred by the Honourable the Minister of Labour, Housing and Social Services, by Order dated September 24, 1958, made under section 4 (2) of the Industrial Disputes Act, No. 43 of 1950, and published in *Ceylon Government Gazette Extraordinary* No. 11,545 dated October 3, 1958, for settlement by an Industrial Court, is hereby published in terms of section 25 (1) of the said Act.

N. L. ABEYWIRA,

Acting Deputy Commissioner of Labour.

Department of Labour,
Colombo, February 21, 1959.

Industrial Court at Colombo

No. I. D. 95

In the matter of an industrial dispute
between

The Eksath Engineeru Saha Samanya Kamkaru
Samithiya, 171 1/1, Norris Road, Colombo 11
and

Messrs. Hayleys Limited, 400, Dean's Road,
Colombo 10

THE AWARD

This is an Award under section 24 of the Industrial Disputes Act, No. 43 of 1950 (as amended by Acts Nos. 25 of 1956 and 14 and 62 of 1957). It relates to an industrial dispute between the Eksath Engineeru Saha Samanya Kamkaru Samithiya of 171 1/1, Norris Road, Colombo 11 (hereinafter referred to as "the Union") and Messrs. Hayleys Limited, 400, Dean's Road, Colombo 10 (hereinafter referred to as "the Company").

2. The Honourable the Minister of Labour, Housing and Social Services by his Order made under section 4 (2) of the aforesaid Act dated 24th September, 1958, referred the dispute for settlement by this Court. The statement of the Commissioner of Labour dated the 23rd September, 1958, refers to the "matter in dispute" between the Union and the Company as—

"the non-employment of—

K. Romulus, and
K. K. Piyasiri".

3. Mr. Lyn Wirasekera of the Employers' Federation of Ceylon appeared for the Company, while Mr. Tilaka Kulasekera, the President of the Union, conducted the case for the Union.

4. The dispute arose out of the "laying off" of certain women workers of the Company. In May, 1958, during the Ceylon Trade Union Federation strike (in which the Company itself was not involved) delivery of rubber at the Company's Stores was in short supply, and the Company explained to the workers that it had become necessary to "lay off" certain women workers in the Rubber Stores. Among the several alternatives discussed at a conference between the Company and the workers' representatives, one was the offer of work in the hackling section of the Company's Fibre Stores at Dean's Road, Colombo, for these workers. Payment for this work was to be on a piece-rate basis, the same system of payment adopted for the women who were normally employed there. The workers' representatives and the women concerned tacitly consented to this arrangement. When, however, the women reported for work on the morning of 7th May, 1958, work was not ready for them. This situation gave them time to think. They felt that the conditions offered were not favourable as they were inexperienced at hackling and could not earn an adequate wage on the new basis. They, therefore, wanted to press their claim for work on a daily wage (to which they were accustomed) either at the Fibre Stores or at the Rubber Stores. When this situation was reported to Mr. J. D. Jayatilleke, the President of the Factory Committee of the workers he, together with Romulus and Piyasiri (who had all gone to work in the normal way on the day in question) handed in their tickets to the Storekeeper and went for consultation with Union officers at Headquarters. As a result, Union officers had a conference with the Company representatives that afternoon, but no agreement was reached at this conference. Shortly afterwards, about 3.30 p.m., Jayatilleke, with Romulus and Piyasiri, came to the Rubber Stores with the women workers; they say, to ask the storekeeper's assistance to get work for the women in the Rubber Stores. This was one hour before closing time, but a certain situation developed in the Rubber Stores which led the Company to take disciplinary action against Romulus and Piyasiri. Action was taken against Jayatilleke as well, but his case is not before Court. As far as Romulus and Piyasiri are concerned, they were dismissed with effect from 14th June, 1958, without notice and without compensation. The Company arrived at this decision after two inquiries held by them. It appeared to the Company that the charges framed against Romulus and Piyasiri had been proved. The charges were—

- (1) that they had forced entry to the Darley Road Stores without permission during the afternoon of Wednesday, 7th May, 1958;
- (2) quarelling, riotous behaviour and other acts subversive of discipline; and
- (3) attempting to strike and threatening the storekeeper and other workers.

The charges in respect of either of these two persons were exactly the same.

5. In the course of the evidence led by the Company, two further allegations were made against Romulus and Piyasiri. The first is that they had come drunk on the day in question, and the other, that they had barged into the conference room when discussion was in progress between the Company and the Union, and that at that moment too they were both under the influence of liquor. These two allegations are not themselves issues before the Court, but, if supported by evidence, would add weight to the Company's decision to discontinue the services of Romulus and Piyasiri.

6. The allegation of having come drunk was not established in evidence and it must be regarded as unproven. Mr. D. A. Fuller, the Manager (at the relevant time) of the Company's Rubber Section who conducted an inquiry says in his evidence that Romulus

and Piyasiri were not dismissed for coming in drunk. They had, he says, been dismissed on other grounds. This question might, therefore, be dismissed.

7. The allegation that Romulus and Piyasiri had barged into the conference room when the conference was in progress was shown in evidence to be an over-statement, as the conference in question was over by the time they entered, and there is no evidence to show that mischief was intended.

8. The Court recognizes the right of any firm or institution to hold an inquiry into allegations made against workers and to take disciplinary action if the evidence before it proves that the accused party had wilfully obstructed the work of such firm or institution or acted in any manner that was detrimental to the interest of the firm concerned. The Court, therefore, has to consider firstly whether the inquiry held by the Company was fair and equitable, secondly whether any or all of the charges made against the accused persons—in this case Romulus and Piyasiri—were adequately proved and thirdly whether the award made by the Company on the basis of their findings was fair and reasonable.

9. The Union alleges that the inquiry held by the Company was not fair and equitable, that the workers involved were unlettered persons who could not defend themselves without the help of Union officials, and that the award of the Company was in excess of their findings and was aimed at victimizing the most energetic supporters of the Union in the Company's factory.

10. The Company held two inquiries, the first on the 19th and 21st of May, 1958, which they called the "preliminary inquiry," and the second, on the 16th and 18th of June, 1958, which they called the "official inquiry". At the preliminary inquiry the evidence of some thirteen witnesses was recorded in the absence of the accused persons. This inquiry was conducted by Mr. E. B. C. de Alwis of the Company. At the official inquiry held by Mr. D. A. Fuller, the evidence previously recorded was read out to the three accused persons and they were afforded an opportunity of cross-examining the witnesses.

11. It would appear that the charges framed against the accused were based on a full report made to the Company by their storekeeper, Mr. M. K. E. Kodikara in private. It seems strange, therefore, that Mr. Kodikara should not have been made the first witness at the inquiry. Neither was the gatekeeper, Mr. E. S. Fernando, called to give evidence. The evidence that these two persons might have given was not open to cross-examination by the accused persons. This procedure seems irregular. But, Mr. Fuller of the Company states that he adopted this procedure to make the inquiry "as fair as possible" and he, therefore, obtained the evidence of only "fellow-workers", who were present at the time of the alleged incidents. Unfortunately, two of these fellow-workers, who gave evidence and were chief witnesses, were themselves involved in the disturbance that took place at the factory. To that extent, therefore, the "official inquiry" was defective. Of the other eleven witnesses, the evidence of eight women bear chiefly on the activities of Jayatilleke, except the evidence of one Podihamine who was not on the list of witnesses before Court. The evidence of the other three men was not very weighty.

12. The question whether Union officials should have been allowed to examine witnesses at the Company's inquiry is a matter that is contested. Mr. E. S. Appadurai, an Assistant Commissioner of Labour of the Department of Labour, is of the opinion that Union officials should be allowed to be present at an inquiry, but that does not seem to be the general practice. Besides, there is no evidence to show that a request on that account had been made to the Company in the present case.

13. Although the Court holds that the Company's inquiry could have been better conducted, the evidence produced in Court would be sufficient to judge whether the charges have been proved or not, and whether the penalty awarded was in proportion to the charges that are considered to be proved.

14. With regard to the first charge, viz., forced entry to the Darley Road Stores, both Romulus and Piyasiri admitted that they entered the premises of the Rubber Stores with Jayatilleke and with about 20 or 25 women workers, and they recognized that such entry without permission was irregular. The suggestion that they forced their way and assaulted the gate-keeper was not proved in evidence. Witness Amath for the Company who at the inquiry had stated that the gate-keeper was assaulted, withdrew this statement. In any case, the evidence is clear that the intention of Romulus and Piyasiri was *bona fide*, and that they came in with the others to beg of the store-keeper to try and obtain work for the women workers in the Rubber Stores. Besides, the persons who entered were officials of the Factory Committee and workers of the Company and they could not have at the moment realized that their entry was irregular. In these circumstances this charge is not serious.

15. With regard to the second charge of quarrelling, riotous behaviour and other acts subversive of discipline, it is quite clear that there was a disturbance of a rather serious nature within the stores premises. The business of the Court is to find out how far Romulus and Piyasiri were responsible for that disturbance. The fact that the women workers were left near the gate and the three persons, Jayatilleke, Romulus and Piyasiri alone went up to the store-keeper, indicates that these workers were not bent on creating a scene. In fact, Piyasiri sat at the feet of the store-keeper and made a request of him regarding the women workers. In the course of the interview that Piyasiri had with the storekeeper, it is evident that Piyasiri was getting worked up and speaking in a loud voice. The other workers in the stores were attracted and some of them came right up to the place where Piyasiri was disputing with the storekeeper. From that point the situation gathered momentum. Two rival parties among the workers clashed. They argued. There certainly was a scuffle between Romulus and Piyasiri on the one part and certain other workers on the other, namely Wilson (No. 73 on the Company's register) and Amath (No. 78). Wilson and Amath aver that their intervention was really to protect the storekeeper whom they alleged was abused and threatened by Romulus and Piyasiri.

16. It is necessary to assess very carefully the part played by Wilson and Amath in this situation. As far as Amath is concerned, he was from the very beginning hostile to the attempt made by the Factory Committee to secure better terms for the women workers who were "laid off". That morning he had gone out of the premises without permission, contacted Mr. Wyman Perera, an official of the Union who was on his way to the factory, condemned the Union and used abusive language on Mr. Perera. Mr. Wyman Perera stated that fact in Court and Amath has admitted it. Wilson (No. 73) was in no way friendly towards Piyasiri on his own admission, although he was better disposed towards Romulus. He ceased to be a member of the Union three months prior to the present incident because, as he says, "previous office-bearers of the Union including Piyasiri threatened to assault me". These two persons were very much involved in the general confusion, and while it cannot be believed that Romulus and Piyasiri were entirely passive because they appear to have exchanged words and blows, Wilson and Amath, it would appear, were in fact more greatly responsible for the confusion and chaotic condition which occurred in the stores. They were, however, able to convince the storekeeper that he was protected from harm by

them, and they played the part of heroes. The evidence shows that they were out to wreck an honest attempt made by Jayatilleke, Romulus and Piyasiri to obtain better terms for the women workers. In Court Amath contradicted the evidence he gave at the Company's official inquiry on several points and stated light-heartedly that he did not think his previous evidence would have been produced in Court.

17. Romulus and Piyasiri cannot certainly be exonerated from all blame inasmuch as they lost control of themselves and participated in this scuffle. They are blameworthy, but the fact that they were provoked is a mitigating circumstance. In the light of this evidence the second charge, therefore, is not as strong as it may seem.

18. The third charge, namely, that of attempting to strike and threatening the storekeeper and other workers, the attempt to strike the other workers has already been dealt with. With regard to the threat of striking and assaulting the storekeeper, the chief evidence is that of Wilson (No. 73). In his statement at the Company's inquiry he says "I saw Piyasiri and Romulus going to get hold of the storekeeper's hand and I intervened." In his evidence before Court he says "Piyasiri held the storekeeper by his hand." But, he goes on to say "I did not see at any time Piyasiri or Romulus threatening the storekeeper." There is general confusion in the evidence regarding this matter. Everything happened very suddenly and unexpectedly and Wilson and the other witnesses were trying to read meaning into certain actions. Mr. Kodikara, the storekeeper, says in his evidence that Romulus and Piyasiri did not actually assault him. They held him by the hand. He further states that they used insulting words, but not actually indecent words. He also states that both Romulus and Piyasiri always treated him with respect. It may possibly be that Piyasiri held Mr. Kodikara's hand, but it is difficult to know what his intention was. In any case, Piyasiri immediately apologized to the storekeeper and this shows that he was conscious of having given offence to the storekeeper either by word or by deed. He probably felt guilty of what he had not intended. This apology indicates that the holding of the storekeeper's hand, if it did happen at all, was unintentional. In the light of this evidence the charge of attempting to strike and threatening to assault the storekeeper and the other workers is considerably weakened.

19. The police radio car which arrived in response to a telephone message sent them by Mr. Fuller of the Company arrived only after the situation had considerably quietened and the evidence of the police officer adds very little to the understanding of the situation.

20. The suggestion of the Union that the dismissal of Romulus and Piyasiri is an act of victimization on account of their union activities cannot be entertained. The Court is completely convinced of the consideration and regard the Company has for the Union and is entirely satisfied with the *bona fide* of the Company in this matter. But the evidence against Romulus and Piyasiri is biased on account of the personal feelings of the storekeeper, Mr. Kodikara, who regards them as people capable of "thuggery", and of both Wilson and Amath (two of the chief witnesses) who regard Romulus and Piyasiri with a certain rivalry and dislike.

THE AWARD

21. While the charges against Romulus and Piyasiri are not entirely baseless, they have not been proved conclusively. First, their entry into the stores is admittedly irregular, but their motive was altruistic and not mischievous. Secondly, they are certainly guilty of quarelling and contributing to the general disorder in the factory on the day in question. But of this Wilson and Amath are equally guilty. Thirdly,

the charge that they attempted to strike and threaten the storekeeper remains unproved. The charge that they struck some other workers is proved, but they acted under serious provocation.

22. In making an Award the Court would not have interfered with the action of the Company in this matter had the penalty been less severe but in the circumstances outlined the penalty is out of all proportion to the proved charges. Further, on the admission of Mr. Fuller (the Manager of the Company's Rubber Section) Jayatilleke was equally to blame for the incident in the stores or more than Romulus or Piyasiri. He says "He (Jayatilleke) was the person who urged the other two on. He was the president of the Union; I think he was the driving force behind it." However, the punishment awarded to Jayatilleke was only a suspension from work for fourteen days.

23. The Award of the Court, therefore, is that K. Romulus and K. K. Piyasiri should be re-instated in employment with effect from 14th June, 1958, with full pay and allowance calculated on the same basis as though they had been in continuous service as from that date.

J. C. A. COREA.

Dated at Colombo, this 17th day of February, 1959.

THE INDUSTRIAL DISPUTES ACT, No. 43 OF 1950

THE award transmitted to the Commissioner of Labour by the Industrial Court constituted for the purpose of settling the industrial dispute between the Democratic Workers' Congress and the Superintendent of Great Western Estate, Talawakelle, which was referred by the Honourable the Minister of Labour, Housing and Social Services, by Order dated April 24, 1958, made under section 4 (2) of the Industrial Disputes Act, No. 43 of 1950, and published in *Ceylon Government Gazette* No. 11,310 dated May 9, 1958, for settlement by an Industrial Court, is hereby published in terms of section 25 (1) of the said Act.

N. L. ABEYWIRA,
Acting Deputy Commissioner
of Labour.

Department of Labour,
Colombo, 23rd February, 1959.

Industrial Court at Colombo

No. I. D. 64

In the matter of an industrial dispute
between

The Democratic Workers' Congress, 213/2,
Main Street, Colombo 11,

and

The Superintendent of Great Western Estate,
Talawakelle

THE AWARD

This is an award under section 24 of the Industrial Disputes Act, No. 43 of 1950, as amended by Act No. 25 of 1956, Act No. 14 of 1957, and Act No. 62 of 1957.

It relates to a dispute between the Democratic Workers' Congress, hereinafter referred to as the "Union", and the Superintendent of Great Western Estate, hereinafter referred to as the "employer". According to the statement of the Commissioner of Labour dated 18.4.58, the matter in dispute is the non-employment of K. Ramasamy and his wife, Jaya-

letchimi. Jayaletchimi's non-employment is purely consequential on the discontinuance of her husband, Ramasamy.

2. It would appear that Ramasamy has a brother, Letchumanan, who worked on this Estate and left somewhere in 1952. This Letchumanan, Ramasamy, and a brother of theirs named Palaniandy, who also works on the same Estate, were reported among others by the Police in January, 1952, to be men of bad character.

3. After Letchumanan left, he used to come to the Estate often. His mother was living in the room occupied by Ramasamy.

4. As a result of the loss of tools from the Estate, Ramasamy was warned in 1955 that if his brother Letchumanan spent a night on Scalpa lines, he (Ramasamy) would be given a month's notice to leave the Estate. Scalpa Division is a part of Great Western Estate, and Ramasamy lives on Scalpa Division. This notice, the Union in its statement submitted in terms of Regulation 12 of the Industrial Disputes Regulations, 1951, says was not given in writing and that in spite of it Letchumanan used to be on the Estate, "but the employer did not find it necessary to put the warning into effect until 15th July, 1957."

5. The Union further avers that Letchumanan came to Ramasamy's quarters on the night of 13.7.57, to see his sick mother and stayed the night, and the management made this an excuse to terminate the services of Ramasamy. The reaction they assert was that the membership drive of the Union suffered a serious setback.

6. Mr. Hayward, the Assistant Superintendent of the Estate, stated that on 15.7.57, he went with the watcher to Ramasamy's lines and found Letchumanan there and questioned him and Ramasamy; and the latter said that Letchumanan had come to see his mother two days earlier. This was reported to the Superintendent, Mr. Moberly, who also stated that he questioned Ramasamy and the reply he received was that he got Letchumanan to the Estate on 13.7.57, as his mother was ill.

7. Ramasamy, however, denies in his evidence before me that Letchumanan came on the 13th July, and stayed till the morning of 15th July. He states that Letchumanan came there on the morning of 15th July, 1957, and that was the time the Superintendent saw him. He is positive about this, and he further states that, at his mother's request, one Sinnathamby went on 14th July, 1957, to ask Letchumanan to come. He also stated that he saw Sinnathamby going on the 14th July, to convey the message to Letchumanan from his mother. I reject the evidence of Ramasamy on this point as false. He apparently was trying to show that Letchumanan did not spend a night on Scalpa lines at this time; that is, on the nights of 13th July and/or 14th July, 1957, and therefore there is no justification to give notice of termination of service. The statement tendered to this Court by the Union must certainly be on material supplied by Ramasamy.

8. I accept the evidence of Mr. Moberly and Mr. Hayward, supported as it is by the statement of the Union, that Letchumanan stayed the night of 13th July in Ramasamy's lines. As Letchumanan was admittedly in the lines on the morning of 15.7.57, there is no doubt that he had spent the night of at least the 14th July too in the lines. I rejected the evidence of Ramasamy that his mother was so ill as to make it necessary for Letchumanan to come there urgently against the warning given by the Superintendent. The dispenser on the Estate, Mr. La Brooy, has produced his register which shows that on the 6th, 8th and 10th of July he gave Ramasamy's mother, Muniamma, an alkaline mixture, the ailment being gastritis. He says she had been having this trouble for some time and it did not prevent her from

attending to her normal work. According to the record kept by the Estate she had worked on the Estate on a weeding contract regularly from 1st to 4th July, 7th to 9th July, and then on the 16th July. Mr. Moberly states that people who have weeding contracts do not work every day, as a rule.

9. Counsel for the Union, Mr. Kanagaratnam, points out that there is no evidence that Ramasamy invited Letchumanan or was responsible for his presence in the Estate line. The line room was given to Ramasamy, and it was his duty to see that Letchumanan did not spend a night in that line room at any rate.

10. This was not the first occasion on which Ramasamy appears to have allowed Letchumanan to stay in the line room in the night after the warning. In April, 1957, Mr. Moberly, presumably on information received, had questioned Ramasamy about Letchumanan spending a night in the lines and had reminded him about the warning given him. Ramasamy had not admitted that Letchumanan spent a night in his line room at that time, though before this Court he admitted that Letchumanan used to come and sleep in his line room. He says the Superintendent asked him where Letchumanan was living and he said he did not know, although he had spent the previous night in his line room. It cannot be that Ramasamy did not know what the Superintendent meant by making that enquiry. If the Superintendent, Mr. Moberly, was at that time satisfied that Letchumanan had been on the Estate that night, he would no doubt have discontinued Ramasamy then.

11. There is no doubt at all that in spite of the warning, Ramasamy had permitted Letchumanan to sleep in his line room at night and had thus acted against the directions given by the Superintendent, and therefore he is liable to be dealt with as having violated the instructions given.

12. The question now arises whether discontinuance is too drastic a punishment in the circumstances. Mr. Kanagaratnam pleads that the human element must be taken into consideration in deciding this point, that filial piety had prompted Letchumanan to come to see his sick mother. As I stated earlier, there was no serious illness of the mother to warrant Letchumanan's presence there in spite of the ban. The Superintendent's permission could have been obtained if there was any urgency in fact. The excuse given in my view is a false and flimsy one. It is the duty of the Superintendent to take such steps as are necessary to protect the property of the Estate and keep away any undesirables from the Estate when he finds thefts taking place. I am satisfied that Ramasamy was not inclined to heed the warning given by the Superintendent and intentionally flouted the injunction of the Superintendent, Mr. Moberly.

13. Mr. Kanagaratnam also pleads that if Ramasamy was guilty, some punishment lesser than dismissal might be inflicted on him.

14. At the conference held on 22.8.57, presided over by the Assistant Commissioner of Labour, Mr. Velupillai, for the Union, had stated that he was willing to accept any punishment short of dismissal, vide R.8. Mr. La Brooy, Proctor for the employer, had then offered to reinstate the worker Ramasamy after one year. This was not accepted by the Union. The Assistant Commissioner of Labour had then suggested that the period of "rustification" be reduced to six months, and this too was rejected by the Union. The employer was willing to act on this suggestion then. Having refused to accept this suggestion, the Union now requests, as stated earlier, that a lesser punishment be inflicted. I do not know what the lesser punishment the Union had in view when this suggestion was made to me. The Union, I feel, would have been well advised to have accepted the punishment suggested by the Assistant Commissioner of Labour at the conference, namely, that Ramasamy be reinstated after a period of six months.

15. In the light of what has been disclosed before this Court, namely, that Ramasamy had permitted Letchumanan to occupy his lines at night prior to the 13th of July and after the warning, it does not appear to me that he is entitled to any kind of sympathy at the hands of the employer.

16. Taking all these circumstances into consideration and particularly the admissions made by Ramasamy before this Court about the presence of Letchumanan in his line room on nights prior to the 13th of July, I am of the view that the employer was justified in discontinuing his service after giving a month's notice. Ramasamy has aggravated the situation by falsely asserting before this Court that Letchumanan did not spend the nights of the 13th and 14th of July in his lines. The demand for the reinstatement of Ramasamy and his wife, Jayaletchimi is rejected.

17. A suggestion has been made that the action on the part of the Superintendent is an act of victimisation, because Ramasamy was an active member of the Union. I see no justification for such an assertion or even a suggestion as, from the evidence led before me and the correspondence produced, I am satisfied that the Superintendent, Mr. Moberly, has been ready and willing and even anxious to give all assistance to the Union to hold its meetings on the Estate.

T. P. P. GOONETILLEKE.

Colombo, 21st February, 1959.

**THE INDUSTRIAL DISPUTES ACT,
No. 43 OF 1950**

THE Award transmitted to the Commissioner of Labour by the Industrial Court constituted for the purpose of settling the industrial dispute between the Nidahas Karmika Saha Velanda Sevaka Vurthiya Samithiya and Mr. C. K. Govindan, the Proprietor of Regal Biscuit Manufactory, Kelaniya, which was referred by the Honourable the Minister of Labour, Housing and Social Services, by Order dated October 9, 1958, made under section 4 (2) of the Industrial Disputes Act, No. 43 of 1950, and published in *Ceylon Government Gazette* No. 11,555 dated October 17, 1958, for settlement by an Industrial Court, is hereby published in terms of section 25 (1) of the said Act.

N. L. ABEYWIRA,

Acting Deputy Commissioner of Labour.

Department of Labour,
Colombo, 23rd February, 1959.

Industrial Court at Colombo

No. I. D. 100

In the matter of an industrial dispute
between

The Nidahas Karmika Saha Velanda Sevaka Vurthiya Samithiya, 129, Kumaran Ratnam Road, Colombo 2
and

Mr. C. K. Govindan, the Proprietor of Regal Biscuit Manufactory, 250, Biyagama Road, Kelaniya.

THE AWARD

This is an Award under section 24 of the Industrial Disputes Act, No. 43 of 1950 (as amended by Acts, Nos. 25 of 1956 and 14 and 62 of 1957). It relates to an industrial dispute between the Nidahas Karmika Saha Velanda Sevaka Vurthiya Samithiya 129, Kumaran Ratnam Road, Colombo 2 (hereinafter referred to as "the Union") and Mr. C. K. Govindan, the Proprietor of Regal Biscuit Manufactory, 250, Biyagama Road, Kelaniya. (hereinafter referred to as "the Proprietor").

2. On 9th October, 1958 the Honourable the Minister of Labour, Housing and Social Services, by his Order made under section 4 (2) of the aforesaid Act, referred this dispute to this Court for settlement. According to the statement of the Acting Deputy Commissioner of Labour dated 9th October, 1958, "the matter in dispute" between the parties is—

the refusal of work to—

1. B. T. Edwin
2. E. G. Piyadasa
3. A. P. Piyadasa
4. R. L. Perera
5. H. P. Siripala
6. K. A. Sumanasiri
7. K. W. Edwin
8. T. G. Ranasinghe
9. L. Victor
10. G. Dondiris
11. R. M. Karunaratne
12. A. A. J. Appuhamy
13. P. A. Sumanapala
14. O. V. Piyasena
15. P. A. Devanarayana
16. S. Siripala
17. D. A. Gunasena
18. M. Seyaadu and
19. A. A. Piyadasa

by the Proprietor".

3. I attempted to settle the matter amicably between the parties, but no settlement was possible.

4. According to the evidence led on behalf of the Union the employees had to work more than 8 hours a day. They usually started work at about 7.30 a.m. and continued to work till 8 or 9 p.m. These employees appear to have been given a certain quantity of flour which was used for making biscuits and each one of them had to work till his particular job was over. There was an attendance register where the names of all the employees were entered and in each case the time an employee reported for work was entered as 8 a.m. and the time he left the factory was entered as 5 p.m. But, it appeared in evidence that the attendance register was marked by someone who went round the factory at about 10 a.m. and that the time was not marked as each employee came in. There were about 50 employees in the factory and it was impossible for each of them to have arrived exactly at 8 a.m. or to have left exactly at 5 p.m. The majority of the employees lived in a house adjoining the factory which belongs to the proprietor. They were given free food and lodging in addition to their salary which was about Rs. 40 or Rs. 50 a month.

5. The employees were usually paid their wages about the first or second of the following month, but in October last they were requested to appear for their wages on 5th October which was a Sunday. It was the usual practice for each employee to sign for his salary on a stamp in the salary register. In addition to this each employee also signed the attendance register against his name.

6. The employees of the factory joined the Union in September, 1958 and had mentioned to the Union that they were not paid overtime and that they worked more than 8 hours a day. The Union had accordingly advised its members that when they receive their wages for September they should sign only the salary register and not the attendance register as the correct times at which they started and finished work had not been entered in the attendance register. Accordingly, on 5th October the employees refused to sign the attendance register whereupon the Proprietor refused to pay their wages. On 6th October the employees reported for work, but the Proprietor refused to give them work unless they signed the attendance register and received their wages. The employees then reported the matter to the Union and Union

officials visited the factory. The Proprietor was, however, not prepared to alter his decision. The matter was then immediately reported to the Commissioner of Labour and a labour officer was deputed to settle the matter, if possible. The labour officer visited the factory on the same day, but no settlement was possible. In his evidence the labour officer stated that the employees were prepared to work, but the Proprietor refused to give them work. On 7th October a conference was held at the office of the Assistant Commissioner of Labour. At this conference Mr. Kulasingham who appeared for the Proprietor wanted time to consider the matter. On the following day a further conference was held when the Proprietor stated that he was not prepared to take back these employees. The proprietor had, on 6th October, 1958, informed the police who came over to the factory and remained on duty to prevent the employees creating trouble within the factory. The dispute was referred to this Court on 9th October, 1958.

7. According to the Proprietor the employees refused to work unless their salaries were paid and they were on strike from 6th October, 1958. According to him he had not refused work to the employees mentioned in the list furnished by the Acting Deputy Commissioner of Labour to this Court. It was also mentioned that of the 19 persons on the list, one had resigned while three others were still working in the factory.

8. The first question which I have to decide is whether the Proprietor was justified in refusing to pay the salaries of the employees if they failed to sign the attendance register.

Every employee is entitled to be paid his salary at the end of the month if he has performed his duties during the course of that month. The only document which an employee must sign is the receipt for the payment he receives. On the evidence led I am satisfied that the times entered in the attendance register were incorrect and as the employees wished to make out a case for overtime they were justified in refusing to sign the attendance register. It was the duty of the Proprietor to have paid the salaries due to the employees so long as they were willing to sign the receipts for the amounts which they were to receive and I consider that all the trouble that ensued was due to the refusal of the Proprietor to pay the employees their salaries unless they signed the attendance register. This refusal on the part of the Proprietor would have justified the employees going on strike and on the evidence placed before me I have come to the conclusion that it was the Proprietor who refused them work, obtained the assistance of the police and prevented them from coming into the factory unless they were prepared to accept his terms.

9. The employees who gave evidence mentioned that at the end of September, 1958 they were informed by the Proprietor that the premises which they occupied was required for other purposes and, therefore, they were requested to make other arrangements with regard to their food and lodging. The Proprietor undertook to pay each one of the employees a sum of Rs. 40 a month in view of the change in the arrangements. The employees who were refused work were not allowed to enter the premises in which they used to stay. They asked the Proprietor to hand over their clothes and other belongings which they had kept in the premises in question, but the Proprietor refused to do so unless they produced an order from a police officer. The employees had, therefore, to go to the police station, report the matter and bring police officers in order to get possession of their belongings. It was possible for the Proprietor to have handed over their belongings and he could, if he so desired, have done so in the presence of a police officer who was guarding the premises. He was aware that the employees in question had no place to sleep and would not be able to make other arrangements at such short notice. But, apparently, he was not concerned where

or how, they slept from the time that they refused to carry out his instructions with regard to the signing of their names in the attendance register.

10. On 5th November, 1958 the Proprietor forwarded a statement with regard to the matter in dispute. He stated that on 4th October, 1958 he received a letter dated 2nd October, 1958 from the Union containing a number of demands. According to him this was the first intimation that he had that some of his employees had joined the Union. Mr. Kanagaratnam, counsel who appeared for the Proprietor, mentioned on 11th November, 1958, that the first time the management was informed that the employees had joined the Union was by the letter dated 2nd October, 1958. Evidence was given on behalf of the Union that one of its members was discontinued about the middle of September, 1958 and that representations were made by officials of the Union who visited the factory. There was a strike lasting about 10 minutes after which the employee in question was re-instated. These facts were admitted by the Proprietor and they prove that the Proprietor was aware about the middle of September, 1958 that some of his employees had joined the Union and, therefore, his statement that he was not aware that any employee of his had joined this Union before 4th October, 1958 is not true.

11. It was mentioned on behalf of the Proprietor that after 6th October, 1958 the Union had conducted a campaign on a racial basis against the factory and that it had published two leaflets suggesting that Sinhalese boutique-keepers should not purchase biscuits manufactured in a factory the proprietor of which was a Malayalee. It was stated that as a result of this campaign the demand for biscuits of this factory had decreased and, therefore, the factory was not in a position to give employment to the discontinued employees. Evidence was also given with regard to the production and sale of biscuits in August, September, October and November, 1958. Production of biscuits was as follows:—

August	...	...	16,309 lbs.
September	...	...	19,042 lbs.
October	...	...	10,866 lbs.
November	...	...	14,973 lbs.

Sale of biscuits during the same period was as follows:—

August	...	...	12,467 lbs.
September	...	...	14,418 lbs.
October	...	...	8,923 lbs.
November	...	...	9,840 lbs.

It was also mentioned that the total cash value of the sales for September was Rs. 42,836 and that for October, it was Rs. 27,000.

From the figures supplied it is evident that the production of biscuits had gone down in October, but had increased to a fair extent in November. With regard to the sales there has been a big reduction in October while there has been a slight increase in November. It was also mentioned that usually there was a big demand for biscuits in November on account of the additional purchases for Christmas.

12. It was stated by the Proprietor that no persons had been employed to take the place of the persons who had been discontinued except for four small boys whose duties were to clean the place, pack tins with biscuits, etc. If this statement is correct it is difficult to understand how the production increased from 10,866 lbs. in October to 14,973 lbs. in November. The production in November appears very favourable when compared with the production in August before the dispute arose.

13. Although the management produced a statement with regard to the production and sale of biscuits the actual books were not produced. There was no statement of the day-to-day stocks at the factory and it was not possible to verify whether the figures were correct or not. In an establishment of this nature a cash book is essential to show the amounts realised and the

amount supplied on each day of the month. But the cash book in question has not been produced before me.

14. The first leaflet referred to mentioned that the employees had to work overtime every day, that they were not paid for such work and that as a result of the discontinuance of their services they were suffering hardships. There was an appeal for sympathy. In the second leaflet the same difficulty was mentioned and there was an appeal to support the employees by not buying any biscuits from the Regal Biscuit Manufactory until the dispute was settled. The only evidence that as a result of these leaflets the proprietors of stores did not wish to buy Regal biscuits was the evidence of a van driver; not a single person who had previously purchased biscuits from this factory and had discontinued purchases as a result of these leaflets was called. There have been communal differences some months ago last year and it is possible that the demand for biscuits had decreased as a result of these differences. Whenever there is a strike or lock-out employees appeal to members of the public not to purchase any goods from their employer, the factory or stores. It is not possible to state how far people refrained from purchasing biscuits from this factory as a result of these leaflets. Further, evidence which is now placed before Court with regard to the decrease in sales would not have been available if the inquiry took place on the dates which were originally fixed by me. The inquiry did not take place on those dates as the proprietor was not ready and stated that he was unable to obtain the services of counsel to appear for him. However, the evidence given before me with regard to the reduction in the demand for biscuits of this factory is not reliable and I consider that the Proprietor has failed to prove that his sales have gone down as a result of the leaflets issued on behalf of the employees.

15. The Proprietor was not justified in insisting that the employees should sign the attendance register before he paid their salaries for the month of September, 1958. He was not justified in refusing to pay their salaries and in refusing to give them employment. My Award, therefore, is—

- (1) that all the nineteen employees should be reinstated in employment within two weeks of the publication of this Award and that they should be paid their salaries for the month of September, 1958 within two weeks of the publication of this Award;
- (2) that each of the nineteen employees should be paid, in addition, two months' salary as compensation for loss of work. The two months' salary should be paid within one month of the publication of this Award, and
- (3) that the Proprietor should pay to the Union a sum of Rs. 200 (rupees two hundred) as costs of this inquiry. This sum should be paid within three weeks of the publication of this Award.

P. O. FERNANDO.

Dated at Colombo, this 18th day of February, 1959.

**THE INDUSTRIAL DISPUTES ACT,
No. 43 OF 1950**

THE decision in respect of a question as to the interpretation of the Award of the Industrial Court in the industrial dispute between the Nidahas Karmika Saha Velanda Sevaka Vurthiya Samithiya and the Lanka Power Lines, Limited, Colombo, published in the *Ceylon Government Gazette* No. 11,573 dated October 31, 1958, transmitted to the Commissioner of Labour by the Industrial Court constituted to decide

the question, is hereby published in terms of section 34 (2) of the said Act.

N. L. ABEYWIRA,
Acting Deputy Commissioner
of Labour.

Department of Labour,
Colombo, February 23, 1959.

Industrial Court at Colombo

No. I. D. 89A

In the matter of an industrial dispute
between

The Nidahas Karmika Saha Velanda Sevaka Vurthiya
Samithiya, 129, Kumaran Ratnam
Road, Colombo 2,

and

The Lanka Power Lines, Limited,
New Caffoor Building, Church Street,
Colombo 1.

THE DECISION

This is a decision under section 34 of the Industrial Disputes Act, No. 43 of 1950, as amended by the Industrial Disputes (Amendment) Act, No. 62 of 1957. It relates to an industrial dispute between The Nidahas Karmika Saha Velanda Sevaka Vurthiya Samithiya (hereinafter referred to as "the Union") and The Lanka Power Lines, Limited (hereinafter referred to as "the Company").

2. An inquiry into this dispute was held by me and an Award was made, dated 3rd October, 1958. The Award was published in terms of section 25 (1) of the Industrial Disputes Act, No. 43 of 1950 in the *Ceylon Government Gazette* No. 11,573 of 31st October, 1958. The Company wanted clarification whether the Award applied to—

- (1) Care-takers.
- (2) Drivers
- (3) Porters
- (4) Supervisors
- (5) Field Clerical Workers
- (6) Office Workers.

3. The Award made by me was in respect of—

- (1) Meal Allowance
- (2) Notice to workers before retrenchment
- (3) Special Allowance of Rs. 17.50.

4. The meal allowance was granted by me to all persons who worked in the field outside Colombo. It was granted on account of the difficulty that these workers had to obtain a good lunch when they worked in far away places. It should, therefore, be granted to the following classes of workers, in addition to the labourers in the field, viz.:—

- (1) Care-takers
- (2) Drivers
- (3) Porters
- (4) Supervisors.

There is no obligation on the part of the Company to grant the lunch allowance to either field clerical workers or office workers.

5. Notice of retrenchment should be given to all employees in the Company. If at any time the Company desires to retrench any employees, 14 days' notice should be given to the employees, or 14 days' wages in lieu of notice. This notice of retrenchment will apply in the case of all persons employed by the Company.

6. The Special Allowance of Rs. 17.50 has been given by the Government to all Government employees drawing a basic salary of less than Rs. 100 a month. This allowance is therefore payable to all employees of the Company whose basic salary is less than Rs. 100 a month.

P. O. FERNANDO.

Dated at Colombo, this 23rd day of February, 1959.

**THE INDUSTRIAL DISPUTES ACT,
No. 43 OF 1950**

THE Award transmitted to the Commissioner of Labour by the President of the Industrial Court constituted for the purpose of settling the industrial dispute between the Samastha Lanka Motor Sewaka Samithiya and the Lanka Matha Motor Transit Company, Limited, Udubaddawa, which was referred by the Honourable the Minister of Labour, Housing and Social Services, by Order dated August 26, 1958, made under section 4 (2) of the Industrial Disputes Act, No. 43 of 1950, and published in *Ceylon Government Gazette* No. 11,516 dated September 5, 1958, for settlement by an Industrial Court, is hereby published in terms of section 25 (1) of the said Court.

N. L. ABEYWIRA,

Acting Deputy Commissioner of Labour.

Department of Labour,

Colombo 3, 23rd February, 1959.

Industrial Court at Colombo

No. I. D. 87

In the matter of an industrial dispute
between

The Samastha Lanka Motor Sewaka Samithiya
No. 171 1/1, Norris Road, Colombo 11
and

The Lanka Matha Motor Transit Company, Limited,
Swasthika Buildings, Udubaddawa

THE AWARD

This is an Award under section 24 of the Industrial Disputes Act, No. 43 of 1950 (as amended by Amendment Acts, Nos. 25 of 1956, 14 and 62 of 1957.) It relates to an industrial dispute between the Samastha Lanka Motor Sewaka Samithiya, No. 171 1/1, Norris Road, Colombo 11 (hereinafter referred to as "the Union") and the Lanka Matha Motor Transit Company, Limited, Swasthika Buildings, Udubaddawa (hereinafter referred to as "the Company").

2. The Honourable the Minister of Labour, Housing and Social Services by his Order under section 4 (2) of the Industrial Disputes Act, dated 26th August, 1958, referred this industrial dispute to this Court for settlement. According to the statement of the Commissioner of Labour dated 21st August, 1958, the matters in dispute between the Union and the Company were as follows:—

- " (1) Payment of a month's wages in lieu of notice of termination of service on 31.12.57 to the employees;
- (2) The deposits of security placed by Conductors and Inspectors should either be refunded to them or handed over to the Board in full; and
- (3) The non-employment of—
- W. D. Lazarus Appuhamy,
 - J. M. P. Appuhamy,
 - K. A. Jayasena, and
 - N. A. Gunasekera,

including wages commencing from their respective dates of termination of services."

3. We attempted to settle this dispute amicably but our efforts were not successful. At the hearing of this dispute the Union gave up its claim for a month's wages in lieu of notice as the employees had been given employment by the Ceylon Transport Board from about the 1st of January, 1958.

4. It was the practice of the Company to require conductors and inspectors to give security before they were given employment. In all cases where security was given receipts were issued by the Company to its employees. At the end of 1957 the Ceylon Transport

Board took over the assets of the Company along with the assets of other motor transport companies. The Company had handed over to the Ceylon Transport Board some of the security deposits of its employees. With regard to the balances which were not deposited, the Company's defence was that the employees had been fined by the Company for various offences and in cases where the fines were not paid the amounts due were deducted from the security. It was urged on behalf of the Union that the ordinary practice was for the Company to refuse employment till fines were paid. Thus, if the fines were not paid, the employees were discontinued. Accordingly, if the fine is deducted from the security deposit, it would result in the employee being punished in two different ways: he would lose his employment and the fine would be deducted from the security. It was further contended that the security had been deposited for a particular purpose, namely, to enable the Company to recover any collections which had been misappropriated by the employees, and that the Company had no authority to deduct fines from the security. We agree with this contention and we are of the opinion that the deduction of the fines from the security deposits was irregular.

5. The persons in respect of whose deposits claims were made were as follows:—

- D. E. A. Piyasena: In his case no evidence was given by him and the claim is rejected.
- P. Edmund Perera: The amount deposited by him was Rs. 200. The Company by its letter dated 9th March, 1958, confirmed that the amount due was Rs. 200 and stated that the amount in question had been handed over to the Ceylon Transport Board, but the amount actually deposited was Rs. 100. Our Award is that the balance Rs. 100 should be paid to P. Edmund Perera.
- Eupenis Appuhamy: The amount deposited was Rs. 200, but nothing had been handed over to the Ceylon Transport Board. Our Award is that Rs. 200 should be paid to him.
- W. A. Wijesena: The amount deposited was Rs. 200, while the Company said that he had been fined Rs. 200. Our Award is that the Company should pay him Rs. 200.
- P. Puchi Singho: The amount deposited by him was Rs. 200. The amount handed over to the Ceylon Transport Board is Rs. 150. Our Award is that the Company should pay the balance Rs. 50 to him.
- J. A. Podi Appu: The amount deposited by him was stated to be Rs. 200 in 1953. He claims that he had deposited a further sum of Rs. 200 on 26.9.56. It appears that his services were discontinued in 1953. Later on he wanted re-employment, he was allowed to come in on condition he deposited Rs. 200. We consider that he has no further claim to the original sum of Rs. 200 as he had accepted the position that the previous amount was accounted for fines due to unsatisfactory work. The Company has now deposited Rs. 200 to his credit in the Ceylon Transport Board, and therefore, his claim is rejected.
- R. William Fernando: No evidence was given by him and his claim is rejected.
- H. M. Ukku Banda: No evidence was given by him and his claim is rejected.
- K. D. Henry: No evidence was given by him and his claim is rejected.
- N. A. Gunasekera: The amount deposited by him was Rs. 250, but the Company has handed over to the Ceylon Transport Board only Rs. 200. Our Award is that the Company should pay him the balance Rs. 50.

- (11) L. P. David: No evidence was given by him and his claim is rejected.
- (12) W. A. Gunaratne: The amount deposited by him was Rs. 200, but the Company did not deposit any money with the Ceylon Transport Board on the ground that he had been fined Rs. 200.
Our Award is that the Company should pay him Rs. 200.
- (13) A. M. H. Amarasinghe: The amount deposited by him was Rs. 250. He had left the services of the Company some years ago and had sent a receipt that he had no further claims on the Company. There was evidence that the deposit had been paid in cash in several instalments.
His claim is, therefore, rejected.
- (14) I. M. Arnolis: No evidence was given by him and his claim is rejected.
- (15) H. M. Sirisena: No evidence was given by him and his claim is rejected.
- (16) N. P. Nilame: No evidence was given by him and his claim is rejected.
- (17) S. M. A. Herat Singho: No evidence was given by him and his claim is rejected.
- (18) W. D. Lazarus Appuhamy: The amount deposited by him was Rs. 200, but the Company has only deposited Rs. 150 with the Ceylon Transport Board.
Our Award is, therefore, that the Company should pay him the balance Rs. 50.

6. With regard to the third matter in dispute, evidence was given by W. D. Lazarus Appuhamy and J. M. P. Appuhamy. Their services were discontinued in September, 1957. They made representations to the Labour Department through the Union and an inquiry was held at which the Manager was present. At the inquiry the Company agreed to give re-employment to these two persons and to pay their salaries during the period of interdiction, but failed to do so. The two employees had attended the office of the Company several times in December, 1957, but they had not been re-employed apparently because the Ceylon Transport Board was taking over the business in January, 1958. The amount due to Lazarus Appuhamy till the date of inquiry had been fixed at Rs. 338 by the Labour Department. The date of inquiry was 19th November, 1957. He should, therefore, receive his salary for the period 20th November, 1957, to 31st December, 1957, in addition to Rs. 338 which had been agreed upon at the inquiry. The total amount due to him should be paid by the Company through the Labour Department which should verify that the amount due had been properly calculated.

We make the same Award with regard to J. M. P. Appuhamy, namely, that he should be paid his salary from the date of interdiction till 31st December, 1957. In his case too the amount due should be paid through the Labour Department which should see that the amount is properly calculated.

7. The next claim is that of K. A. Jayasena who had been employed by the Company and whose services were terminated on 25th November, 1956. He had not made representations to the Labour Department nor had he made any claim till after the Company's business was taken over by the Ceylon Transport Board. We consider this claim to be belated and it is rejected.

8. The next claim is that of N. A. Gunasekera who had been employed as a conductor and later as a checker. His services were suspended as a result of a complaint made against him. But, after the inquiry, he was re-employed as a conductor on 10th October, 1957. He had handed over the day's collections amounting to Rs. 57 to the driver of the bus so that the money could be sent to the Company's headquarters as the bus was not returning to Udubaddawa on that date. The usual practice was for the conductor to hand over the money to the driver who

himself handed the money to the driver of another bus that was returning to headquarters. It was not the practice to obtain receipts for money handed over, nor were entries made in any book. In fact even the money was not counted when it was taken over. At the inquiry which was held by the Company the driver had admitted that the collections were handed over to him by Gunasekera. It appeared to be probable that the amount in question was misappropriated by him or by the other driver to whom the money had been given. In any event the responsibility for the money must be shared by the drivers. We consider that the discontinuance of the services of Gunasekera was not justified and, therefore, our Award is that he should be paid his salary at the rate of Rs. 5 a day from 10th October, 1957, to 31st December, 1957. This amount too should be paid through the Labour Department which should verify that the amount is being correctly calculated.

9. The Union in its statement mentioned two other matters, namely, the non-employment of (a) S. M. Wilson Appuhamy and (b) R. M. Piyasena. No evidence has been given and this claim is rejected.

10. The Union further claimed that overtime was not paid for work done in excess of the normal hours of work. No evidence was led in this connection and the claim is rejected.

11. All payments due as a result of our Award should be made within one month of the publication of this Award.

P. O. FERNANDO.
(President).

S. A. WIJAYATILAKE,
(Member).

P. B. DE SILVA,
(Member).

Dated at Colombo, this 18th day of February, 1959.

THE WAGES BOARDS ORDINANCE

IT is hereby notified under regulation 26 of the Wages Boards Regulations, 1943, that under section 9 of the Wages Boards Ordinance, No. 27 of 1941, the Honourable Minister of Labour, Housing and Social Services has been pleased to appoint the following persons to be members of the Wages Board for the Match Manufacturing Trade established under that Ordinance, for a period of 3 years commencing on 7th November, 1958.

C. B. KUMARASINHA,
Acting Permanent Secretary,
Ministry of Labour, Housing and
Social Services.

Colombo,
February 20, 1959.

Nominated Members:

Mrs. R. St. L. P. Deraniyagala
Mr. J. E. R. Hensman
Mr. S. B. Yatawara.

Representatives of the Employers:

Mr. H. E. P. de Mel
Mr. T. N. Munasinghe
Mr. A. F. J. Mullins
Mr. Y. H. Ekmark.

Representatives of the Workers:

Mr. Doric de Souza
Mr. Meryl Fernando
Mr. M. G. Mendis
Mr. W. Mallawaratchie.

THE PORT (CARGO) CORPORATION ACT, No. 13 OF 1958

Order under Section 31 (1)

BY virtue of the powers vested in me by section 31 (1) of the Port (Cargo) Corporation Act, No. 13 of 1958, I, Chandradasa Wijesinghe, Minister of Nationalized Services and Road Transport, do, by this Order vest in the Port (Cargo) Corporation, with effect from February 27, 1959, the properties specified in the Schedule hereto.

Colombo 1, February 23, 1959.

C. WIJESINGHE,
Minister of Nationalized Services and Road Transport.

SCHEDULE

HARBOUR LIGHTERAGE CO.

Furniture.—Coal Grounds.

Serial No. "M"	Description of Article	Quantity taken over
1	Writing desk 2' × 4' baized top, 4 drawers and cupboard	1
2	Ordinary table 2' 1" × 3' 11" 2 drawers	1
3	Writing desk baized top 2' 6" × 4', 6" 4 drawers and cupboard	1
4 to 6	Ordinary chairs rattan bottomed	3
7	Arm chair wooden bottomed	1
8	Writing desk 4' × 2' 2", 4 drawers and cupboard	1
9	Ordinary table 2' × 4', 2 drawers	1
11	Ordinary chair rattan bottomed	1
12	Bench	1
14	Writing desk 2' × 4' baized top, 4 drawers and cupboard	1
16	Writing desk 2' × 4' baized top, 4 drawers and cupboard	1
17	Ordinary table 2' 5" × 4'	1
18	Ordinary table 2' × 3' 6", 2 drawers	1
20	Ordinary chair rattan bottomed	1
21 to 22	Ordinary chairs wooden bottomed	2

Office.—12' 6" × 16' brick and galvanized sheet superstructure, asbestos roofing, cemented floor with three windows and one door, located near Coal Jetty No. 9 at Coal Grounds.

COLOMBO CARGO BOAT COMPANY

Furniture.—Exports.

Serial No. "D"	Description of Article	Quantity taken over
1	Writing desk 4' 4" × 2' 4½" plain top with drawers on both sides	1
2	Table 4' 4" × 2' 4", 3 drawers, plain top	1
3	Arm chair rattan bottomed	1
4 and 5	Straight back chair wooden bottomed	2
6	Three-blade ceiling fan with regulator	1

IMPORT OFFICE, PETTAH, C. C. B. CO.

7	Ordinary table 3' 4" × 1' 11", 2 drawers	1
8	Ordinary table 3' 6" × 2', 2 drawers with oil cloth on top	1
9	Ordinary table 3' × 2', 2 drawers	1
10	Ordinary table 4' 5" × 2' 5", 3 drawers, Jak	1
11	Cupboard 4' × 2' 5" with 3 shelves and clasp and staple	1
12	Small table 2' 6" × 1' 6", one drawer	1
13	Writing desk 4' 6" × 3' 6", 2 faced, rexine top, with cupboards on one side and drawers on the other	1
14	Small table 2' 6" × 1' 6", no drawers	1
15 to 17	Chairs, straight back, wooden bottomed	3
18	Stool, wooden	1
19 and 20	Fans, 3-blade with regulators	2
21	Fan, 3-blade with regulator, out of order	1
22	Blackboard 4' × 2' 6"	1
23	Small table 2' 6" × 1' 8"	1
24	Bench, 5' 11" × 1' 5", Jak	1

CEYLON WHARFAGE COMPANY

Furniture and Fittings.—Boatyard K'kade.

Ordinary table 3' 3½" × 6' 2", 3 drawers, teak	1
Table 5' × 2' 11½", 2 drawers, Jak	1
Writing desk baized top, 8 drawers and 2 cupboards 4' 8" × 2' 11½", Jak	1

Description of Article	Quantity taken over
<i>C.W. C. Furniture.—Boatyard K'kade—(contd.).</i>	
Ordinary table 4' 11½" × 2' 10", 2 drawers, teak	1
Ordinary table 7' × 2' 6", 2 drawers	1
Ordinary table 9' × 3', 4 drawers	1
Ordinary table 8' × 2' 6", 2 drawers	1
Ordinary table 4' 6" × 2' 5", 3 drawers	1
Ordinary table 6' × 2' 5", 4 drawers	1
Ordinary table 4' 6½" × 3', 3 drawers	1
Ordinary table 4' 6" × 2' 6", 3 drawers	1
Ordinary table 4' × 2' 6", 1 drawer	1
Ordinary table 2' 9" × 2', one drawer	1
Ordinary table 4' 7½" × 2' 11", one drawer	1
Ordinary table G. I. top 3' 6" × 2'	1
Ordinary table 5' 11½" × 4' 5", 4 drawers	1
Almirah 4' × 6" × 1' 10"	1
Ordinary table 3' × 2'	1
Chest of drawers (5 drawers) 4' 9" × 3' 2" × 3' 2"	1
Screen 8' × 6' 1" × 2' ½"	1
Screens 8' × 6' × 1½"	2
Almirah 4 doors 8' × 1' 4½" × 6' 3"	1
Almirah 5' × 1' 10" × 6' 2" with padlock	1
Wooden filing cabinet 5 drawers 2' 8" × 1' 6½" × 5' 1"	1
Book case glass fronted 4' 6" × 1' 3" × 5' 4"	1
Cupboard 18' × 6' 2" × 6' 1" with rack on top	1
Ordinary table 2' 8½" × 1' 10" with one drawer	1
Ordinary table 2' × 1' 6"	1
Cupboard 3' 3" × 10" × 2' 3½"	1
Ordinary table 4' 6" × 2' 4½" with 2 drawers	1
Almirah 4' × 1' 6" × 6' 5", 2 drawers	1
Ordinary table 4' 5" × 2'	1
Ordinary table 4' 6" × 2' 10", 3 drawers	1
Ordinary table 4' 5½" × 2' 4½", 3 drawers	1
Cupboard 6' × 2' 1" × 9"	1
Ordinary table 5' × 3' with 3 drawers	1
Ordinary table 4' 6" × 2' 3½", 3 drawers	1
Ordinary table 5' × 2' 11" with 2 drawers	1
Writing desk 4' 8" × 3', 10 drawers and 2 cupboards	1
Cupboard 9' 3" × 3' × 7"	1
Ordinary table 3' 4" × 1' 10" with 2 drawers	1
Arm chair rattan bottomed	1
Wooden camp chair	1
Arm chairs, tattan bottomed	6
Ordinary chair, rattan bottomed	1
Ordinary table 4' × 2' 2" with 2 drawers	1
Almirah 5' × 6' 11" × 1' 2"	1
Almirah 6' × 6' 6" × 1' 4½"	1
Almirah 7' × 4' 6½" × 1' 7½"	1
Ordinary table 3' 1" × 2' with 2 drawers	1
Ordinary chairs rattan bottomed	4
Arm chairs, rattan bottomed	13
Ordinary chair, wooden bottomed	1
Wooden stools	3
Cupboard 1' 9" × 11½" × 2' 9"	1
Cupboard 2' 1½" × 1' 2½" × 2' 6"	1
Typist's chair, rattan bottomed	1
Ordinary chairs rattan bottomed	3
Arm chairs rattan bottomed	4
Book rack 1' 1½" × 8" × 1' 2"	1
Almirah 5' 6" × 6' 7" × 1' 6½"	1
Ordinary table 2' 7" × 3' 11" with one drawer	1
Screen 8' 6" × 1½"	1
<i>Garage.—</i>	
Cupboards 1' 6" × 1' 5" × 3' 2"	2
Cupboard 12' × 3' 4" × 1' 6", 3 compartments	1
Cupboard 8' 6" × 3' 4" × 1' 1", 6 compartments	1
Cupboard 4' 5" × 3' 4" × 1' 1", 3 compartments	1
Cupboard 1' 9" × 2' 3" × 1' 3", glass fronted for tools	1
Box 6' 4" × 4' 4" × 2' for tools	1
Box 5' 6" × 5' 3" × 1' 10" for tools	1
Box 3' × 1' × 1' 2"	1
Works table 2' 11" × 15' 8", 5 drawers	1
Works table 4' 6" × 3' 5" steel frame	1
Box 2' 2" × 1' 2" × 1' 9" for air compressor	1

C. W. C. Furniture—Boatyard K'kade—(contd.)	Description of Article	Quantity taken over
<i>Garage.—(contd.)</i>		
	Stand 2' × 1' × 9" × 1' × 10" for air compressor	1
	Box 2' 11" × 1' 5" × 1' for tyre changing equipment	1
	Works table 16' 6" × 2' 6" with 3 drawers	1
	Stand 11' 6" × 11"	1
	Stand 2' 8" × 2' for battery charging	1
<i>Fitters shed.—</i>		
	Cupboard 2' 11" × 3' 1" × 1' 2", 2 compartments	1
	Cupboard 7' 6" × 3' 1" × 1' 2", 6 compartments	1
	Cupboard 11' 3" × 3' 2" × 1' 2", 9 compartments	1
	Box 2' 6" × 2' 2" with lid for blower motor	1
	Cupboards 1' 6" × 3' 1" × 1' 2"	2
	Box 3' 10" × 5' 3" × 1' 9" for tools, Lathe No. 4	1
	Box 2' × 3' × 1' 5"	1
	Cupboard 5' 9" × 3' 7" × 1' 3" with 4 compartments	1
	Box 4' 3" × 2' 7" for tools with covered caste iron top	1
	Desk 1' 9" × 2' 7" with lid	1
	Box 1' 9" × 3' × 1' 6"	1
	Box 2' 5" × 1' 7"	1
	Box 2' 1" × 3' 11" × 1' 7"	1
	Work bench 10' 2" × 2' with 4 drawers	1
	Work bench 21' × 2' with 7 drawers	1
	Cupboard 3' × 4' 6" × 1' 3"	1
	Box 4' 6" × 1' 7" × 1' 7" for tools	1
	Box 2' × 3' 2" × 1' 6"	1
	Box 12' 5" × 3' 2" × 1' 6", 14 compartments	1
	Box 12' × 3' 2" × 1' 6", 5 compartments	1
	Cupboard 6' 4" × 3' 2" × 1' 1", 5 compartments	1
	Iron Box 3' 2" × 1' 10" for tools	1
	Cupboard 3' × 11" × 1' 9"	1
	Cupboard 8' 10" × 3' 2" × 1' 2", 7 compartments	1
	Cupboard 3' 2" × 2' 10" × 1' 1", 2 compartments	1
	Open rack 5' 4" × 5' 9" × 1' 1"	1
	Open rack 6' 6" × 6' 6" × 3' 3"	1
	Open rack 11' 3" × 8' × 2' 5"	1
	Cupboard 12' × 3' 3" × 1' 2", 9 compartments	1
	Cupboard 1' 1" × 2' 11" × 1' 2"	1
	Cupboard 10' 6" × 3' 2" × 1' 1", 7 compartments	1
	Box 2' 3" × 1' 8" × 1' 10" for tools	1
	Box 2' 10" × 1' × 11" for welding equipment	1
	Cupboard 3' × 1' 4" × 1'	1
	Cupboard 2' 3" × 1' 4" × 1'	1
	3' 2" × 1' 4" × 1', Cupboard	1
	3' 10" × 2' 2" × 1' 3" Cupboard	1
	3' 6" × 1' 7" × 1' 4" Cupboard	1
	2' 6" × 1' 6" × 10" Cupboard	1
	1' 9" × 1' 3" × 1' Cupboard	2
<i>Joinery Carpenters shed.—</i>		
	Cupboard 3' × 1' 8" × 1' 4"	1
	Cupboard 2' 6" × 1' 5" × 1' 1"	1
	Box 1' 10" × 2' 8" × 1' 10" for tools	1
	Cupboard 3' 4" × 1' 8" × 1' 2"	1
	Cupboard 2' 10" × 1' 9" × 1' 6"	1
	Cupboard 2' 1" × 2' 4" × 1' 10"	1
	Cupboard 3' 2" × 1' 8" × 1' 6"	1
	Cupboard 1' 8" × 1' × 1'	1
	Cupboard 6' 3" × 3' 2" × 1' 1", 4 compartments	1
	Cupboard 8' 8" × 2' 11" × 1' 3", 8 compartments	1
	Cupboard 3' 1" × 1' 9" × 1' 3"	1
	Cupboard 9' 9" × 3' 2" × 1' 4"	1
	Cupboard 3' × 2' × 1' 7", 5 compartments	1
	Cupboard 3' 1" × 3' 10" × 1' 1"	1
	Table 3' 7" × 2' 6"	1
	Cupboard 15' 9" × 4' 2" × 2', 9 compartments	1
	Cupboard 3' 2" × 1' 8" × 1' 2"	1
	Cupboard 3' 2" × 1' 4" × 11"	1
	Cupboard 10' 2" × 3' 6" × 1', 7 compartments	1
	Cupboard 1' 9" × 1' 4" × 1'	1
	Cupboard 2' 2" × 1' 2" × 11"	1
	Work bench 10' × 1' 10" with 2 drawers	1
	Cupboard 3' 2" × 2' 9" × 1'	1
	Cupboard 2' 3" × 1' 8" × 1'	1
	Cupboard 2' 10" × 1' 9" × 1' 2"	1
	Cupboard 1' 11" × 1' 4" × 1'	1

Description	Quantity taken over
<i>C. W. C. Furniture.—Boatyard K'kade—(contd.)</i>	
<i>Joinery Carpenters shed.—(contd.)</i>	
Cupboard 2' 3" × 1' 4" × 1'	1
Cupboard 3' 4" × 1' 9" × 11"	1
Cupboard 3' 5" × 1' 11" × 1' 1"	1
Cupboard 3' 6" × 1' 8" × 1' 3"	1
Cupboard 3' 1" × 1' 7" × 1'	1
 <i>Fender shed.—</i>	
Cupboard 2' 1" × 1' 6" × 1' 4"	1
 <i>Wash place.—</i>	
Cupboard 3' × 1' 6" × 1' × 2"	1
Cupboard 3' 2" × 2' 7" × 1' 2"	1
Cupboard 3' 3" × 1' 7" × 11"	1
Cupboard 3' 3" × 1' 5" × 1' 2"	1
Cupboard 2' 1" × 1' 1" × 10"	1
Cupboard 3' 2" × 1' 6" × 1' 2"	1
Cupboard 3' 4" × 1' 7" × 1' 2"	1
Cupboard 3' × 1' 4" × 1' 1"	1
Cupboard 1' 6" × 1' 7" × 1'	1
Cupboard 1' 4" × 2' × 1' 3"	1
Cupboard 2' 6" × 1' 8" × 11"	1
Cupboard 2' 11" × 1' 8" × 1' 4"	1
Cupboard 2' × 1' 9" × 11"	1
Cupboard 3' × 1' 6" × 1' 3"	1
Cupboard 3' 3" × 1' 6" × 1' 1"	1
Cupboard 2' 9" × 1' 5" × 1' 3"	1
Cupboard 2' 6" × 1' 5" × 1' 10"	1
Cupboard 3' 3" × 1' 8" × 1'	1
Cupboard 10' × 3' 2" × 1' 1"	1
Cupboard 8' 10" × 3' 2" × 1' 1"	1
 <i>New Yards—</i>	
Cupboard 2' × 1' 2" × 1' 1"	1
Cupboard 2' 8" × 1' 2" × 1' 1"	1
Cupboard 2' 10" × 1' 8" × 1'	1
Cupboard 2' 9" × 1' 1" × 1' 7"	1
Cupboard 8' × 3' × 1', 5 compartments	1
Cupboard 2' 5" × 1' 5" × 10"	1
Cupboards 8' 1" × 3' 3" × 1' 2", 6 compartments	1
One notice board for water barges	1
One notice board	1
Cupboard 3' 2" × 1' 5" × 10"	1
Cupboard 6' 2" × 3' 3" × 1' 3"	1
Cupboard 4' 11" × 3' 3" × 11"	1
Cupboard 2' 3" × 1' 5" × 1' 1"	1
Cupboard 1' 7" × 1' 9" × 1' 1"	1
Cupboard 2' 6" × 1' 4" × 1'	1
Cupboard 3' 3" × 1' 8" × 1'	1
Cupboard 3' 8" × 2' 1" × 1' 2"	1
Cupboard 3' 3" × 1' 4" × 10"	1
Cupboard 2' 2" × 1' 2" × 1' 1"	1
Cupboard 2' 4" × 1' 8" × 1' 4"	1
Cupboard 2' 6" × 1' 7" × 1' 1"	1
Cupboard 3' × 1' 8" × 1' 1"	1
Cupboard 3' 3" × 1' 10" × 1'	1
 <i>Old Stores—</i>	
Box 4' 6" × 1' 3" × 1' for tools	1
Box 4' 10" × 1' 4" × 9" with stand for tools	1
Table 4' × 2' 7" with one drawer for spares	1
Table 4' 6" × 1' 11" for spares	1
Table 7' × 4' 10" with 3 drawers	1
Rack 18' × 7' 4" × 3' 9" for stores	1
Rack 8' 9" × 7' 6" with 4 shelves for spares	1

C. W. E. Furniture.—Boatyard K'kade.—(contd.)	Description	Quantity taken over
<i>Paint store.—</i>		
	Cupboard 1' 6" × 2' 9" × 1'	1
	Cupboard 2' 6" × 3' 3" × 1' 2"	1
	Cupboard 2' 9" × 1' 8" × 11"	1
	Box 2' 3" × 1' 6" × 1' 5"	1
	Cupboard 1' 5" × 1' 10" × 1' 7"	1
	Table 3' 6" × 1' 9" with one drawer	1
	Stool	1
	Small boxes	15
<i>Sail makers shed.—</i>		
	Table 3' × 1' 9"	1
	Box 1' 8" × 1' 5" × 2'	1
	Stool 1' 5" × 1' 5"	1
	Stool 1' 8" × 1' 8"	1
	Box 3' × 1' 8" × 1'	1
	Box 1' 11" × 1' 7"	1
	Box 3' × 10" × 1' 10" with lid	1
	Box 6' 6" × 1' 3" × 1' 10"	1
	Two-gallon tank with pipe for drinking water	1
<i>Head Office Board Room.—</i>		
A. 51—	Board Room table 6' 4" × 5', teak	1
A. 52-57—	Arm chairs cane bottomed	6
A. 62—	Smith wall clock 6" diameter	1
A. 59—	Table 1' 8" × 3'	1
FURNITURE ENGINEERING DIVISION		
<i>Harbour Lighterage Co., Morgan Road.—</i>		
	One chest of 3 drawers 4½' × 1½' × 1'	1
	Jak tables 11' × 3' 6"	3
	Jak benches 11' × 1'	5
	Jak bench 5' × 1'	1
	Writing table 5' × 3' with chest of 4 drawers	1
<i>Colombo Cargo Boat Co.—</i>		
	One writing table	1
	Wooden almirah	1
	Bench	1
<i>Cargo Boat Despatch Co., Peliyagoda.—</i>		
	Jak table 4' 6" × 2' with 3 drawers	1
	Jak table 4' 6" × 2' 6" with 3 drawers	1
	Book rack 2' 6" × 19" × 2' 6"	1
	Writing table 4' × 2' Jak with 10 drawers	1
	File cupboard 2' × 2' 3" × 2' 6" Teak, 2 drawers	1
	Chest of drawers Teak 3' 9" × 2' 9" × 2' 8", 3 drawers	1
	Plain chairs common wood	2
	Plain chairs wooden seat	5
	Arm chair (old)	1
<i>C. B. D., Kochchikade.—</i>		
	Jak almirah 4' × 14" × 5' lockable 5 shelves	1
	Teak chest of drawers 2' × 1' 6" × 4', 4 drawers	1
	Teak cupboard 1' 9" × 1' × 4' lockable	1
	Jak arm chairs	3
	Jak table 4' × 2', 3 drawers lockable	1
	Jak table 4' × 2' 6", 2 drawers lockable	1
	Teak table 3' 6" × 2' 6", 2 drawers lockable	1
	Teak writing table 2' × 4', 4 drawers 2 locks	1
	Jak stationery cupboard 1' 6" × 1' 9" × 10" polished lockable	1
	Office stool	1
	Table 4' × 2' 6", 2 drawers with lock, Jak	1
	Chairs, straight back, Jak	2
	Chair round back, Jak	1
	Stool, Jak	1
	Table 5' × 2' metal top, Deal wood	1

Description	Quantity taken over
<i>Furniture Engineering Division—(contd.)</i>	
<i>C. B. D., Kochchikade.—(contd.)</i>	
Benches Deal wood	2
Table Jak 2' 6" × 1' 9", one drawer lockable	1
Chair straight back, Jak	1
Almirah 5' 6" × 2' 6" × 1', Deal wood with padlock	1
Stool, Deal wood	1
Desk, Jak 2' × 1' 6"	1
Table 4' × 2' 6", 2 drawers with locks	1
Chest of drawers Teak 2' 6" × 2' × 2' 9" with 2 shelves	1
Chairs straight back	5
Table folding 4' × 2'	1
Almirah Jak 4' × 5' 6" × 1' 6" (damaged, usable)	1
Table 3' × 1' 9", 2 drawers with locks	1
Table 3' 6" × 1' × 15"	1
<i>Narottam & Pereira Ltd., Morgan Road</i>	
Office table 5' × 2' 6" × 2' 6", 3 drawers lockable	1
Arm chairs	2
Camp chairs folding	2
Folding Screen, Jak, 4 sections 5' × 1' 6", each with curtains	1
Pigeon hole shelf, Jak 1' × 1' × 4' lockable	1
Jak almirah, plain, 4' 6" × 4' 6" × 1' with stand, 3 shelves lockable	1
Office stool, Jak	1
Revolving chair with C. I. base	1
Almirah, Jak 4' × 2' 6" × 1' lockable	1
Book case, Jak 3' × 1' 6" × 1' lockable	1
Cash box, Jak 14" × 14" × 4"	1
Jak box 2' × 1' 6" × 1' lockable	1
Cloth hanger 3' × 2' 6" × 10"	1
Table 3' 6" × 2' 6" × 2' 6"	1
Book shelf 14"	1
Table Jak for S. K. 3' 3" × 1' 11" × 2' 6" with one drawer and lock and key	1
Jak desk chair	1
Tiffin room table, Jak 13' × 3' × 3' 3"	2
Benches Jak for tiffin room 13' 4" × 10"	5

STORES TAKEN OVER FROM THE CARGO BOAT DESPATCH CO. LTD.

Schedule "X"

Description	Quantity taken over
Rivets G. I. C. S. Hd. 12" × $\frac{3}{4}$ "	Cwt. Qr. Lb. 2. 1.18
Do. 13" × $\frac{3}{4}$ "	.. 0. 3.19
Do. 14" × $\frac{3}{4}$ "	.. 0. 2. 9
Do. 16" × $\frac{3}{4}$ "	.. 3. 0.17
Do. 18" × $\frac{3}{4}$ "	.. 1. 3. 0
Do. 20" × $\frac{3}{4}$ "	.. 1. 1.23
Do. 23" × $\frac{3}{4}$ "	.. 1. 0.21
Coal Tubs	.. 3 only

CTB—BF 62.

THE MOTOR TRANSPORT ACT, No. 48 OF 1957

Notice under Section 44

BY virtue of the powers vested in me by section 44 of the Motor Transport Act, No. 48 of 1957, I, Vere Eustace Henry de Mel, Chairman of the Ceylon Transport Board, do by this notice direct every person who, immediately before the date on which any property specified in the Schedule hereto was vested in the Ceylon Transport Board, was interested in such property to make within a period of one month reckoned from March 2, 1959, a written claim to the whole or any part of the compensation payable under the aforesaid Act in respect of such property, on forms obtainable from the Secretary (Compensation Section), at 5, De Fonseka Road, Colombo 5.

V. E. H. DE MEL,
Chairman,
Ceylon Transport Board.

200, Kirula Road, Narahenpita,
Colombo 5, February 18, 1959.

SCHEDULE

PROPERTIES VESTED IN THE BOARD.

- Property used by the Wijaya Bus Co., Ltd.:—
Omnibus bearing registration No.:—
Z 5304
- Properties used by the Ratnapura Omnibus, Co., Ltd.:—
Omnibuses bearing registration Nos.:—
CE 4322 CL 9006
- Properties used by the Kandy Omnibus Co., Ltd.:—
Omnibuses bearing registration Nos.:—
IC 603 Z-5974
- Property used by the Eastern Omnibus Co., Ltd.:—
Omnibus bearing registration No.:—
CV 4852

5. Property used by the Gamini Bus Co., Ltd.:—
Omnibus bearing registration No.:—
CE 5449
6. Property used by the Point Pedro Jaffna Bus Co., Ltd.:—
Omnibus bearing registration No.:—
IC 2630
7. Properties used by the South Western Omnibus Co. (1952), Ltd.:—
(1) Lorries bearing registration Nos.:—
CY 6906 CV 1699
(2) Car bearing registration No.:—
CL 7311
(3) Van bearing registration No.:—
CN 3924
(4) Break-down van bearing registration No.:—
CV 4779
8. Property used by the Greenline Omnibus Co., Ltd.:—
Car bearing registration No.:—
EL 397
9. Property used by the High Level Road Bus Co., Ltd.:—
Break-down van bearing following engine chassis Nos.:—
Engine No. 8/844500178
Chassis No. 2 R 3716497
10. Property used by the Gal Oya Scheme Co-operative Transport Society Ltd.:—
Land Rover bearing registration No.:—
I 3 1177
11. Property used by the Puspalatha Tours Co., Ltd.:—
Omnibus bearing registration No.:—
CN 4799
12. Properties used by the Panadura Motor Transit Co., Ltd.:—
Equipment:—
1 Universal Wood Worker,
1 Aro Hoist and its components,
1 Overhead Tank,
1 Electrical Pump.

Installed or kept in premises bearing Assessment No. 57/1, Gravets Road, Etambagoda.

Notes

1. Every person who was interested as aforesaid, should make his claim in pursuance of this notice irrespective of any earlier claim sent by him.
2. Every claim received in pursuance of this notice will be acknowledged within five days of its receipt.
3. All claims should be forwarded along with a letter on CTB. Comp. Form No. 1 in duplicate by registered post.

4. A separate claim in duplicate should be sent in respect of:—

- (a) each omnibus, new, when imported to Ceylon, on CTB. Comp. Form No. 2.
- (b) each omnibus, second-hand, when imported to Ceylon, on CTB. Comp. Form No. 3.
- (c) each motor vehicle, other than an omnibus, on CTB. Comp. Form No. 4.
- (d) all plant, machinery and engineering equipment, on CTB. Comp. Form No. 5.

5. If applications for forms are made in writing, the required number in each category should be stated.

6. An individual share-holder of a company need not make separate claims in his or her behalf. It would suffice if the lawfully-appointed agent or official of the company makes the claim on behalf of all share-holders.

NOTICE

Motor Transport Act, No. 48 of 1957

BY virtue of the powers vested in me by section 2 (1) (a) of the Motor Transport Act, No. 48 of 1957, I do hereby appoint Mr. Ruwanpura Tharalis de Silva, to be a member of the Ceylon Transport Board with effect from February 27, 1959, and until October 31, 1962, subject to the provisions of sub-sections (7) and (8) of section 2 of the said Act.

By virtue of the powers vested in me by section 2 (2) of the said Act, I do hereby appoint Mr. Ruwanpura Tharalis de Silva, while being a member of the Ceylon Transport Board, to be the Vice-Chairman of the Board with effect from March 4, 1959, vice Mr. E. A. Rajasingham, resigned.

C. WIJESINGHE,
Minister of Nationalized Services and Road Transport.

Colombo, February 20, 1959.

THE MOTOR TRANSPORT ACT, No. 48 OF 1957

Order under Section 21 (4)

BY virtue of the powers vested in me by sub-section (4) of section 21 of the Motor Transport Act, No. 48 of 1957, I, Chandradasa Wijesinghe, Minister of Nationalized Services and Road Transport, do by this Order de-requisition with effect from February 28, 1959, the immovable property specified in the Schedule hereto.

C. WIJESINGHE,
Minister of Nationalized Services and Road Transport.

Colombo, February 23, 1959.

SCHEDULE

Property	Location and other particulars
Property used by H. L. S. Bus Co., Ltd.—	
Land called Kongahabena in extent approximately 1 rood, together with all buildings standing thereon.	Bounded on the north by main road. Bounded on the east by Jayanthi Mawatha. Bounded on the south by Crown land. Bounded on the west by the remaining portion of the same land. Situated in the village of Kudakekirawa, Anuradhapura District.

FORM 4B

The Indian and Pakistani Residents (Citizenship) Act, No. 3 of 1949

NOTICE UNDER SECTION 10 OF THE ACT

I, Victor Joseph Harold Gunasekera, Acting Commissioner for the Registration of Indian and Pakistani Residents, do hereby give notice, under section 10 of the Indian and Pakistani Residents (Citizenship) Act, No. 3 of 1949, that I shall make order allowing each such application under sub-sections (1) and (2) of section 4 of the Act as is specified in the Schedule hereto unless

any written objection to the making of such order, together with a statement of the grounds or facts on which such objection is based, is received by me from any member of the public within a period of one month from the date of publication of this notice.

Every statement of objection shall contain the full name and address of the person making the objection.

V. J. H. GUNASEKERA,
Acting Commissioner for the Registration
of Indian and Pakistani Residents.

Colombo, February 24, 1959.

SCHEDULE

Number and date of application	Name and address of applicant for registration as a citizen of Ceylon	Name and relationship to applicant of each person whose registration as a citizen of Ceylon applicant seeks to procure simultaneously with applicant's registration as a citizen of Ceylon
J 6180—22.7.51	.. Palaniandy Periannapillai, Mahanilu Estate, Upcot	Pitchai <i>alias</i> Thevarayan (son), Aravathal <i>alias</i> Sellamma (daughter), Sellamma <i>alias</i> Kamalam <i>alias</i> Kamatchy (daughter), Kamatchy <i>alias</i> Sivapackiam (daughter), Sivapackiam <i>alias</i> Thanam (daughter), Kamatchy <i>alias</i> Sivakami (daughter).
N 6083—13.5.51	.. Muniyandy Sinniah, Middle Division, Kataboola Group, Kotmale	Karly (wife), Arunthathy (daughter), Meenamma (daughter).
N 6405—25.5.51	.. Veeran Karuppan, Kolapatana Estate, Kotmale	Iyamma (wife), Periyasamy (son), Perumaie <i>alias</i> Periyannayagam (daughter), Kandiah (son), Letchimie <i>alias</i> Packialetchumie (daughter).
N 7732—16.7.51	.. Sebastian Thevasagayam, Lower Division, Kataboola Group, Kotmale	Uthiriam (wife), Anthoney Fernando (son), Francina (daughter).
L 7702/N—4.7.51	.. Valliamma, ww/o, Sanjeevareddy Muniyandy, O. R. C. Division, Rothschild Estate, Pussellawa	Kitnan <i>alias</i> Perumal (son), Kanesan <i>alias</i> Ganesamoorthy (son), Dharmu <i>alias</i> Krishnan (son), Kanthimathie <i>alias</i> Chandimadely (daughter).
P 2108—25.10.50	.. Mookan Muniandy, Bogahawatte Estate, Kotagala	Sinnammal (wife), Selvanayagam (son), Thanaletchemy (daughter), Sangiley (son).
P 5982—31.12.50	.. Kitnan Govindan, 2nd Division, Diyagama West, Agrapatana	Ramasamy (son), Kitnasamy (son), Jeyaramu (daughter).
P 7176—4.3.51	.. Rayappen Rayappen, Ardlaw Estate, Agrapatana	Viyakulam (wife), Singarayar (son), Annamary (daughter), Philip (son), Arulappen (son)
N 3066/P—5.10.50	.. Krishnasamy Krishnavilasa Ramiah, Mount Vernon Estate, Kotagala	Ponnathal (wife).
Q 5980—7.6.51	.. Muthuvalu Periyanan, Tillicoultry Group, Lindula	Ramaie (wife), Kamatchy <i>alias</i> Valliamma (daughter), Sivapragasam (son), Maheswary (daughter), Kumaradas (son), Theivani (daughter).
Q 6306—3.6.51	.. Vaithy Kandiah, Lower Division, Bamarakelle Group, Lindula	Theivaney (wife), Parameseri (daughter), Pathmanathan (son)
Q 6399—3.6.51	.. Ramoo Kadirvel, Lower Division, Bamarakelle Group, Lindula	Ponnammah (wife), Selliah (son), Ellamma (daughter), Ramoo (son), Pappamma (daughter).
Q 6615—24.6.51	.. Munian Munisamy, Mattakelle Estate, Talawakelle	Ramaie (wife), Krishnasamy <i>alias</i> Kitnasamy (son), Allemale (daughter), Muniyamma (daughter), Kamalam <i>alias</i> Murugamma (daughter), Seeta Ramen <i>alias</i> Selvaraj (son), Mariaie (daughter), Sanmugaraja (son), Kanageswary (daughter), Susila Devi (daughter), Kumar Ratnam (son).
Q 6761—13.7.51	.. Arunasalam Shanmugam, Tillicoultry Group, Lindula	Mariaie (wife), Rajambal (daughter), Ramalingam (son).
Q 7138—29.7.51	.. Muthucaruppen Suppiah, Ferham Estate, Talawakelle	Mariaie (wife).
C 8821—3.8.51	.. Manickka Asary Jeganathan, 336, Wolfendhal Street, Colombo	Subbulakshumy (wife), Manickavasagam (son), Nageswari (daughter)
C 1809-A—4.11.57	.. Kanayo <i>alias</i> Kishin, s/o Chataram Ramchandani, 149, Second Cross Street, Colombo	Rajni (wife), Vashdev (son).
D 2030—5.7.51	.. Vadivel Marimuthu, 'A' Division, North-umberland Estate, Puwakpitiya	Pootchy (wife), Sevanama (daughter), Ponnambalam (son)
CC 4836/D—24.7.51	.. Peter Samuvel, Clunes Estate, Dehiowita	Meenatchy (wife), Sangaran (son), Rajaleetchumy (daughter), Thangaraja (son), Chandira (daughter), Sarooowaja (daughter), Parasaraman (son), Sadanandam (son).
H 939—22.12.50	.. Kalimuthu Thondy Caruppen, Kellebokka Estate, Madulkelle	Letchimie (wife), Arumugam (son), Sinnacaly <i>alias</i> Kalliamma (daughter), Thondimuthu (son), Valliammay (daughter), Chelliah (son).
KD 490/F—4.7.50	.. Mookapillai Murugiah, No. 2-A, Main Street, Galaha	Pappathy (wife), Visvalingam (son), Shiyamala (daughter)
J 7794—30.7.51	.. Gnanamuthu Sebastian, Venture Group, Norwood	Sandanam (wife), Uthariam (daughter), Arulaie (daughter), Manivel Assar (son), Lazar (son)

Number and Date of Application	Name and Address of Applicant for registration as a citizen of Ceylon	Name and relationship to applicant of each person whose registration as a citizen of Ceylon applicant seeks to procure simultaneously with applicant's registration as a citizen of Ceylon
N 6924/L—25.5.51	Periakaruppan Malayandy, Mary Hill Division, Frotoft Group, Ramboda	Meenammmal (wife), Balasundaram (son), Kamalam (daughter), Krishnamma (daughter)
M 6089—11.7.51	Mohamed, s/o Sinniah, Ross Estate, Matale	Meeraumma (wife), Mohamadu Abdul Cader (son), Mohamed Abdul Rahuman alias Jamaldeen (son), Peeru Mohamadu Sheriffdeen (son)
N 4090—17.2.51	Muthu-Irulappen Irulappen, South Meddecombra Estate, Watagoda	Sinna Ramaie (wife), Karuppaie alias Seethalethumy (daughter), Santhragandhi (daughter), Sithinathen (son)
Q 7282—28.7.51	John Lazarus, Mattakelle Estate, Talawakelle	Letchumie (wife), Vasantha alias Sinna-Letchimey (daughter), Ganesan (son), Saroja (daughter), Radha (daughter), Devagi (daughter)
U 2544—3.8.51	Palaniandy Pulle Ponnusamy Pulle, No. 32, Negombo Road, Narammala	Kaliamma (wife), Rajeswari (daughter), Kannusamy Pulle (son), Supramaniya Pulle (son)
U 2696—2.8.51	M. P. Thavamany, 123, Sandalankawa	Sornam (wife), Gershom Mary (daughter), John Peter (son), Nahomi Pushpam (daughter), Manonmani Elizabeth (daughter), Helen Rebecca (daughter), David Isaac (son)
X 2746—4.6.51	Kathan Letchumanan, Old Division, Uva Highlands Estate, Bandarawela	Thailammai (wife), Palaniaie (daughter), Marimuthu (son)
X 5944—24.7.51	Caruppan Perian, Udukinda Division, Hugoland Estate, Lunuwatte	Rackee (wife), Sinthamoney (daughter), Thuraisamy (son), Saladchy (daughter), Velupillai (son), Servogan (son), Selvadurai (son), Sathivale (son)
L 11203/I—2.8.51	Sinna Araie, ww/o Sandanam, Oonankande Estate, Dolosbage	Govindan alias Govindasamy (son), Ammakannu (daughter)
CC 4943/I—31.7.51	Suppiah Somasundaram, Dotel Oya Estate, Dolosbage	Mariammmah (wife), Saroja (daughter), Puwaneswari (daughter), Muthulethimiy (daughter)
M 2262—2.5.51	Veyraperumal Muthusamy, Longville Estate, Rattota	Carliamma (wife), Sellammal (daughter), Ramasamy (son), Rasiah alias Muthiah (son), Logambal (daughter), Ellakanee (daughter), Selvaraj (son)
P/1906/N/R/X—25.10.50	Abdulcader Nagoor, Craig Estate, Bandarawela	Kathsabeebee (wife), Sawal Hamid (son)
W 4933/V—4.6.51	Cadirvelu Periyasamy, Battawatte Estate, Madulsima	Velaie (wife), Thanapackiam (daughter), Valliammah (daughter), Raman alias Ramiah (son), Kamatchy (daughter), Mariaie (daughter), Thanalethumy (daughter), Letchumanan (son), Cadirvel (son)
W 6696/X—7.7.51	Letchuman Kavundan Raman, Ampitigoda Estate, Bandarawela	Sinnamma (wife), Nadesan (son), Ganeson (son), Sellamma alias Nagamma (daughter), Iylandam (daughter), Anjalay (daughter)
W 812/Y—31.12.50	Seerangan Subramaniam, Moragolla Division, Unugala Group, Hali Ela	Periyakka (wife), Veeramamah (daughter), Ponnammah alias Kaliammah (daughter), Theivanie (daughter), Sathasivam alias Sinniah (son), Sambulingam alias Sinniah (son), Arunasalam alias Raman (son), Alageson (son)
Y 1657/W/Y—28.12.50	Hassen Sahib Mustappa, Angurumaly Division, Unugala Group, Hali Ela	Araby (wife), Meeraby alias Sythammal (daughter), Mohideen Pitchay (son), Sabaraby (daughter), Casimbeer (daughter)
J 2476—22.4.51	Natchamuthu Arumugam, Adams Peak Estate, Maskeliya	Amirtham (wife), Theivanai (daughter)
J 4560—15.7.51	Marimuthu Pitchai, Lawrence Division, Venture Group, Norwood	Akkandy (wife), Palan (son), Mariyappan (son), Mariaie (daughter), Adaikkann alias Adaikkappan (son), Palaie (daughter), Veeramma (daughter)
J 10775—4.8.51	Reddiperumal Vengadasalam, Walamalay Division, Laxapana Group, Maskeliya	Meenambal (wife), Neelamma (daughter)
J 10876—4.8.51	Rengasamy Duraisamy, Vellaioya Estate, Hatton	Ammoney (wife), Mooniamma (daughter), Alamale (daughter), Letchimey (daughter)
J 11049—5.8.51	Muthusamy Thangiah, Portree Estate, Norwood	Meenammmal (wife), Thangarathnam alias Thangasabai (son), Vijayaletchumy (daughter)
J 11536—29.7.51	Inbanathan Swamidass, Stockholm Estate, Upcot	Thavamany (wife), Pragassam (son), Anandammah alias Sinnammah (daughter), Thayammah (daughter), Amsavally (daughter), Pushparany (daughter), Selvaranie (daughter)
K 8661/J—24.7.51	Suppiah Srirengan Alagarsamy, Fairlawn Estate, Upcot	Rasamma (wife), Thanapackiam (daughter), Saraswathy (daughter), Jeganathan (son), Bathmawathy (daughter), Sivapatham (son), Valliammah (wife)
O 247—10.9.50	Selliah Vellasamy, No. 2 Division, Ragalla Estate, Halgranoya	Karunaiyanandam (son), Santhosam (son), Savuntharapandian (son)
T 479—17.7.51	Shanmuga Nadar Duraisamy Nadar, 58, Chetty Street, Jaffna	

FORM 7

The Indian and Pakistani Residents (Citizenship) Act, No. 3 of 1949
NOTIFICATION UNDER SECTION 16 (1) (C) OF THE ACT

IT is hereby notified, under section 16 (1) (c) of the Indian and Pakistani Residents (Citizenship) Act, No. 3 of 1949, that each person particulars of whom are specified in column I of the Schedule hereto was on the date specified in the corresponding entry in column II of that Schedule, registered as a citizen of Ceylon in the register of citizens kept under section 16 (1) (a) of the Act.

Colombo, 24th February, 1959.

V. J. H. GUNASEKERA,
Acting Commissioner for the Registration of Indian and Pakistani Residents.

SCHEDULE NO. 59/5

I

II

Particulars of Person Registered as a Citizen of Ceylon

Name	Age	Sex	Address			
Madasamy Perumal Jesudasan	35	M	All of Government Hospital, Dickoya	February 13, 1959		
Mariamamah	33	F				
Solomon	10	M				
Patilip alias Philip	7	M				
Edward	3	M				
Charles	6	M				
Poppan Marimuthu	62	M	All of Choughleigh Estate, Pussellawa	do.		
Palanivel	22	M				
Palaniaie	18	F				
Meenatchiammal ww/o Marudapillai	35	F	All of 91, Station Road, Ukuwela	do.		
Thangavel alias Vyapuri	24	M				
Selladurai alias Arunasalampillai	19	M				
Thanapackiam alias Kamatchy	18	F				
Sivapackiam alias Visalatchy alias Val-liama	17	F				
Nagaratnam alias Kamalam	13	F				
Kondan Kitnan	34	M	All of Moragolla Division, Unugola Group, Hali Ela	August 26, 1957		
Varadamah	22	F				
Packiam	5	F				
Kohilambal	11(mths.)	F				
Marimuthu Sinnan	34	M	All of Moragolla New Division, Unugola Group, Hali Ela	August 26, 1957		
Letchimie	32	F				
Veloo alias Mookiah	14	M				
Letchimie alias Packiam	10	F				
Thangarasoo	3	M				
Rasoo	1	M				
Meenambaie alias Pushpam	7	F	All of Angurumalay Division, Unugala Group, Hali Ela	February 13, 1959		
Prethamba	11(mths.)	F				
Marudaveeran Periyana	35	M	All of Angurumalay Division, Unugala Group, Hali Ela	August 26, 1957		
Thangaie	24	F				
Camatchy	5	F				
Thambirajah	3	M				
Kannagie	1½	F				
Arumugam Iyackannu	60	M	All of Dyanawatte Division, Elteb Group, Passara	August 12, 1957		
Alagamma	38	F				
Iyamperumal	20	M				
Anandaie alias Avaramba	18	F				
Iyamma	13	F				
Manickapillai	12	M				
Jeyaram	5	M				
Adilechimi	5	F				
Kamaladevi	1½	F				
Karuppan Kolandai	48	M				
Angamma	36	F	All of Deyanawatte Division, Eltab Group, Passara	August 12, 1957		
Palaniaie	19	F				
Sivapackiam alias Carpaie	15	F				
Muttusamy	5	M				
Sellaie	2½	F				
Muthusamy Rengasamy	28	M	All of Forest Hill Division, Battawatte Group, Madulsima	August 12, 1957		
Nagamamah	26	F				
Rajeswary	8	F				
Pusparanee	6	F				
Vijenthimala	6	F				
Kumary	3½	F				
Selvarajah	1½	M				
Sandiyagie Anthony	37	M			All of Lower Division, Kataboola Group, Kotmale	July 26, 1957
Rosammal	27	F				
Jebamalaimarie	11	F				
Arulandu	8	M				
Augustin	2	M				
Arulmari	1	F				
Veeramuthu Muniandy	49	M	All of Top Division, Kataboola Estate, Kotmale	July 3, 1957		
Sellamma	30	F				
Kalimuthu	16	M				
Nallu alias Kalimuthu	13	M				
Ramalingam	10	M				
Jayaraman	8	M				
Sathivel	6	M				
Araie	3	F				
Aruchunan	1	M				
Ponraman	1½	M				
Murugan Velautham	41	M	All of Tilloes Estate, Udupussellawa	February 14, 1959		
Mariaie	—	F				
Kadiravel	16	M				
Letchumie	7	F				

I				II	
Particulars of Person Registered as a Citizen of Ceylon					
Name	Age	Sex	Address		
Ismail Adam	45	M	All of 33, Moors Road, Wellawatta	..	February 17, 1959
Hawa	36	F			
Johara	17	F			
Zubeda	12	F			
Abdul Sattar	9	M			
Adaikan Andiappan Ruthuwarnam	59	M	All of Aluthgederawatte Estate, Matale	..	February 18, 1959
Kaliyanasundaram	28	M			
Nadarajah	27	M			
Radha	24	F			
Karuppiah Selvadurai	48	M	All of Makulgolla Estate, Pallepola	..	do.
Muniammal	36	F			
Selvakumaran	15	M			
Sivakumar	14	M			
Surantharakumar	11	M			
Santhakumari	9	F			
Sundarakumari	7	F			
Sukumar	3	M			
Wasanthamalar	2	F			
Mohamed Hussain Sathaku Thamby Saibo	56	M	All of 38, Taralanda Road, Matale	..	do.
Mariam Beebi	39	F			
Mohammed Hussain <i>alias</i> Ahamed Hussain	7	M			
Ahamed Iqubal	6	M			
Sithi Pathuma	3	F			
Karuppiah Palaniandy	61	M	Both of 19, Godapola Road, Matale	..	do.
Kaliamma	56	F			
Muthan Koothan	36	M	All of Pitakande Group, Matale	..	do.
Amirtham	30	F			
Seethalechumy	12	F			
Seethadevi	9	F			
Ramoo	7	M			
Anjalai	4	F			
Muthusamy Vellasamy	57	M				All of Pitakande Group, Matale	..	do.
Maruthaie	40	F			
Karuppiah	22	M			
Sellammah	19	F			
Thanappaekiam	15	F			
Valliamma	10	F			
P. Muthan Sinnamuthu	42	M	All of Selegama Estate, Mahawela	..	do.
Sinna Cauppee	37	F			
Amirtham <i>alias</i> Muthammah	25	F			
Letchumie	22	F			
Caruppannan Vellasamy	38	M	All of Selegama Estate, Mahawela	..	do.
Letchumy	32	F			
Ramoo	12	M			
Sivalingam	10	M			
Suppan Marimuthu	36	M	All of Nichola Oya Estate, Rattota	..	do.
Palaniaie	32	F			
Foovaneswari	9	F			
Shanmugarajah	6	M			
Sinnan Muniandy	32	M	All of Gammaduwa Estate, Gammaduwa	..	do.
Mahamaie	29	F			
Thavamany <i>alias</i> Minnacoddy	8	F			
Kitnan Sinna Karuppan	46	M	All of Lower Division, Cranley Group, Lindula	..	do.
Karuppaie	39	F			
Pitchey	7	M			
Thannery Perumal <i>alias</i> Thirumalai	40	M	All of Talankande Estate, Lindula	..	do.
Ramaie	31	F			
Thirumaliammal	17	F			
Peramaie	10	F			
Muthulechumy	5	F			
Palaniandy Sinniah	56	M	All of Cymru Division, Tangakelle Estate, Lindula	..	do.
Segappaie	56	F			
Kandiah <i>alias</i> Kandan	28	M			
Muthiah	25	M			
Sellamma	22	F			
Dorasamy	20	M			
Letchumy	17	F			
Ramasamy Muthulingam	49	M	All of Cymru Division, Tangakelle Estate, Lindula	..	do.
Ponnaie	41	F			
Arumugam <i>alias</i> Veloo <i>alias</i> Muniandy	24	M			
Muthamnai	19	F			
Ramasamy	16	M			
Nallathamby	12	M			
Sinnapalaniandy Arapuli	38	M	All of Cymru Division, Tangakelle Estate, Lindula	..	do.
Sevaie	33	F			
Jayaseelan	11	F			
Sinnamuthusamy	8	M			
Andyappan Periyar	49	M	All of Cymru Division, Tangakelle Estate, Lindula	..	do.
Vellaie	41	F			
Palanivelu	23	M			
Murugiah <i>alias</i> Sevenoo	17	M			
Nagarathnam <i>alias</i> Letchumi	15	F			
Rengiah <i>alias</i> Ramiah	12	M			
Sinniah	9	M			
Cinthamony	6	F			

I
Particulars of Person Registered as a Citizen of Ceylon

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Name	Age	Sex	Address	
Kalimuthu Kitnan	41	M	All of Tillicoultry Estate, Lindula	February 18, 1959
Araie	35	F		
Mariaie	19	F		
Ramiah	16	M		
Valiammal	12	F		
Kanagarathnam	5	M		
Seerangham Muniandy	46	M	All of Tillicoultry Estate, Lindula	do.
Mariaie	36	F		
Perumal	17	M		
Kanniyamma	15	F		
Ramasamy	11	M		
Manickam	8	M		
Kanagarathnam	5	M	All of Tillicoultry Estate, Lindula	do.
Puranam	2	F		
Krishnan Allimuthu	57	M		
Kamatchy	51	F		
Kandasamy	25	M		
Alliyammal	23	F		
Ramachandran	21	M	All of Tillicoultry Estate, Lindula	do.
Umayammal	18	F		
Balakrishnan	16	M		
Kuberan <i>alias</i> Dharmalingam	14	M		
Joseph John Cruze	50	M		
Martha Violet	20	F		
Rita	18	F	All of Tillicoultry Factory, Lindula	do.
Lourdes Medona	3	F		
Rengan Perumal	52	M	Both of Tillicoultry Group, Lindula	do.
Angammal	46	F		
Selvam Visvasam	32	M	All of Annfield Estate, Lindula	do.
Theresammal	28	F		
Anthoniamma	5	F		
Madaleyamma	2	F		
Rengan Vadamalai	53	M	All of Annfield Estate, Lindula	do.
Nagammal	38	F		
Theivanai	21	F		
Krishnan	18	M		
Angamuthu Ramasamy	36	M	All of Annfield Estate, Lindula	do.
Soolayammal	27	F		
Thottammal <i>alias</i> Pappathy	15	F		
Kamatchy <i>alias</i> Kamukaie	12	F		
Raman <i>alias</i> Kaman <i>alias</i> Vijayakumaran	9	M	All of Annfield Estate, Lindula	do.
Thottian Sinnakaruppan	51	M		
Periakkal	43	F		
Muthusamy	23	M		
Angamuthu	21	M	All of Annfield Estate, Lindula	do.
Subramaniam <i>alias</i> Mailvaganam	17	M		
Carliamma <i>alias</i> Patmawathie	9	F		
Maruthamuthu Nagoo	58	M		
Nallammah	46	F	All of Annfield Estate, Lindula	do.
Murugesu	21	M		
Paul Edwin Victor Sebagnanam	40	M	All of Tellicoultry Group, Lindula	do.
Daisy Muriel Ponnuthai	30	F		
Sheila Sarojini	9	F		
Hilda Gnanapoo	1	F		
Pappaie w/w Periyasamy Ramasamy	41	F	All of 202, Main Street, Hali-Ela	do.
Paramesiram <i>alias</i> Paramasivam	19	M		
Karliammah	15	F		
Kuppapathar Kannusamy Assary Sitham- baram Assary	43	M	All of 197, Main Street, Hali-Ela	do.
Koindama <i>alias</i> Kamalam	38	F		
Selladurai <i>alias</i> Shanmugam	21	M		
Selliah	19	M		
Thiyagarajah	12	M		
Pathmanathan	10	M		
Rasalingam	7	M		
Selvanayagam	6	M		
Caruppen Marimuthu	41	M	All of Ambegamuwa Division, Galapitakanda Estate, Narnunukula	do.
Sittupillai	31	F		
Pootchey	12	F		
Sinniah	10	M		
Kannamah	8	F		
Sivapackiavathy	6	F		
Sunthaie	4	F	All of No. 2, C. G. R. Gang, Pattipola Section, Calsay Estate, Nanu Oya	do.
Tannary Perumal	50	M		
Pitchaie	29	F		
Perumaie	11	F		
Thanneri	8	M		
Pitchaie	3	F		
Suppen Arumugam	30	M	All of Lower Division, Gampaha Estate, Uda Pussellawa	do.
Sinnapulle	25	F		
Suppamma	10	F		
Suppiah	7	M		
Rajendran	4	M		
Nallathomby Periyathamby	42	M			All of Alutwatte Estate, Bowela R. O., Wel- mada	do.
Theivanie	40	F		
Pushpawathy	20	F		
Theivanathan <i>alias</i> Periyathamby	13	M		
Vijayaletchumy	10	F		
Rasamoney	8	F		

I
Particulars of Person Registered as a Citizen of Ceylon

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Name	Age	Sex	Address
Seeyanpillai Marimuthupillai	28	M	All C/o N. M. Dakshinamoorthy, Broughton Estate, Bandarawela
Thurairajam	22	F	
Sivaraj	2	M	
Sinnathamby Ponnai	54	M	All of Wellawaya Division, Arnhal Estate, Koslanda
Caruppaie	47	F	
Vadivail	26	M	
Parwathy	23	F	
Maiallagoo alias Perumal	21	M	
Valliamma alias Annamuthu	18	F	
Velaitham alias Dorairaju	16	M	
Sivaperumal	12	M	All of Hindagalla Estate, Namunukula
Simon Peter Stephen	37	M	
Dorothy Persis	32	F	
Lloyd Percival	10	M	
Adrian Rex	9	M	
Felix Selvaraj	8	M	
Anthony Trever Cletus	4	M	
Arunasalam Suppiah	43	M	All of Needwood Group, Idalgashinna
Sellamma	37	F	
Ponniah	21	M	
Sothiamma alias Ramaie	18	F	
Rajaratnam	15	M	
Jayamani alias Dayaletchumy	13	F	
Arunasalam	11	M	
Dhanarajah	5	M	
Ramiah	3	M	All of Needwood Group, Idalgashinna
Arunasalam Ananthasamy	41	M	
Thailammai	34	F	
Ponnudurai	7	M	
Mahamaie	4	F	
Malayappen Rasu	47	M	
Rengammah	27	F	
Kaliammal	24	F	
Palaniaie	20	F	All of Idalgashinna Division, Needwood Group, Idalgashinna
Paramanathan alias Selladurai	15	M	
Velaie	13	F	
Poopalan	10	M	
Kitnan s/o Ramasamy	36	M	
Nallamma	30	F	
Thangavelu alias Ramasamy	15	M	
Ramasamy	12	M	All of Mahakanda Division, Meeriabedde Group, Koslanda
Thievaney	9	F	
Govindasamay	6	M	
Sarosa	3	F	
Suppusamy Nagan	47	M	
Mookaie	41	F	
Meenambal alias Sellammal	21	F	
Parmanathan alias Veloo	19	M	
Rengamma	17	F	All of West Haputale Estate, Ohiya
Palaniyandi	9	M	
Packianathan	6	M	
Kayambo	3	M	
Paramesvari	(1 mth.)	F	

CORRECTION

THE notice under Section 10 of the Indian and Pakistani Residents (Citizenship) Act, No. 3 of 1949, appeared in respect of application No. M. 2262 dated 2.5.51 in Part I Section I—General—of the Gazette No. 11,294 of 2.4.58 is hereby cancelled.

A fresh notice under the above-mentioned Section of

the Act in respect of Application No. M. 2262 will appear in the Gazette of 27.2.59.

V. J. H. GUNASEKERA,
Acting Commissioner for the Registration
of Indian and Pakistani Residents.

R. I. & P. R. Department,
P. O. Box 587,
Colombo 1, February 24, 1959.

Revenue and Expenditure Returns

LOAN BOARD REPORT FOR THE YEAR 1957

THE annual report of the Commissioners of the Loan Board for the year 1957, is submitted with the statements of accounts and balance sheet as at December 31, 1957.

Commissioners (Ex-Officio)

Deputy Secretary to the Treasury
Postmaster-General
Solicitor-General.

Secretary

Mr. A. Supramaniam

Legal Advisers

Messrs. F. J. & G. de Saram,
 Proctors & Notaries,
 Colombo 1.

Funds

The funds of the Loan Board comprise the deposits held in trust on behalf of Supreme Court and District Court Suitors. The main function of the Loan Board is to invest these funds to the best advantage of the Suitors. The bulk of the capital (about 85%) is invested in gilt-edged securities. The balance is invested in house property loans and on loans for constructing houses.

New money for Investment

During the year 1957 a sum of Rs. 7,052,443.80 was received from the Kachcheries in respect of Suitors deposits as against a sum of Rs. 3,541,092.28 paid to the Kachcheries by the Loan Board to meet excess of payments over receipts. New money available for investment during the year was therefore Rs. 3,511,351.52.

Loans

Loans are granted by the Commissioners of the Loan Board under the authority vested in them by "The Loan Board Ordinance, 1865 (Cap. 280 Vol. VI of Legislative Enactments)". No loan can be granted on speculative property or on tea, rubber or coconut properties. Loans are granted only on household property situated in any Municipal Town or Urban Council area or in very close proximity to such towns or areas. Loans are also granted for building houses within the Colombo Municipality or within the U.C. limits of towns in close proximity to Colombo. Such loans are paid only in instalments according to the progress of the building.

Loans amounting to Rs. 1,531,400 were granted during the year. The corresponding figure for the previous year was Rs. 1,561,500.

Repayment of Loans

During the year a sum of Rs. 446,369 was received in repayment of principal. The corresponding figure for the previous year was Rs. 885,730.

Interest on Loans

The amount of interest collected during the year was Rs. 1,679,126.72 as against Rs. 1,589,317.51 collected during 1956. The interest collected was sufficient to pay a total dividend of 3½ per cent. for the year 1957.

Loans outstanding

Loans on House Properties	6,776,264 00
Loan to Colombo Municipal Council	1,159,768 29
Total	7,936,032 29

Investment in Securities

A sum of Rs. 3,200,000 was invested in gilt-edged securities during the year under review as against Rs. 2,925,000 invested in these securities during 1956.

Sale of Securities

No investments were sold during the year under review. Bank of Ceylon Fixed deposits to the value of Rs. 1,500,000 on account of D.C. Suitors Account and Rs. 625,000 on account of Loan Board Interest Account matured during the year.

Balance

The balance with the Deputy Secretary to the Treasury on December 31, 1957, to the credit of the Suitors amounted to Rs. 2,610,306.60.

By order of the Commissioners,

Loan Board Office,
 Colombo, February 21, 1959.

A. SUPRAMANIAM,
 Secretary, Loan Board.

STATEMENT OF RECEIPTS AND PAYMENTS BY THE DEPUTY SECRETARY TO THE TREASURY ON ACCOUNT OF THE LOAN BOARD UNINVESTED FUNDS FOR THE YEAR ENDED DECEMBER 31, 1957

	D. C. Suitors Account		S. C. Suitors Account		L. B. Interest Account		R and D Fund Account		Interest R and D Fund Account		Profits Account	Total		
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
Balance as at December 31, 1956	710,728	64	132,782	81	266,596	97	3,091	97	8,458	60	963	44	1,122,622	43
Receipts	9,516,703	24	28,933	95	2,554,126	72*	10,000	0	16,887	67	—	—	12,126,651	58
	10,227,431	88	161,716	76	2,820,723	69	13,091	97	25,346	27	963	44	13,249	274
Payments	8,622,492	28	15,720	35	1,967,216	14	13,000	0	20,538	64	—	—	10,638,967	41
Balance as at December 31, 1957	1,604,939	60	145,996	41	853,507	55	91	97	4,807	63	963	44	2,610,306	60

* This sum is made up as follows :—

	Rs.	c.
Interest collected	1,679,115	63
Fixed deposits made from Loan Board Interest Account in 1956 which matured in 1957	625,000	0
Refund of temporary advance made from Loan Board Interest Account to D. C. Suitors Account during the year	250,000	0
Interest recovered in excess	11	9
	2,554,126	72

Statement showing Collection and Disposal of Loan Board Interest during the Year 1957 and the Balance on December 31, 1957

Rs.		Rs.	
	c.		c.
To Cost of establishment paid to Central Government	55,616	0	
Balance being net receipts carried forward to Appropriation Account	1,623,499	63	
	1,679,115	63	
By Interest on investments			1,394,401
Interest on house property loans			233,269
Interest on loan to Colombo Municipal Council			51,444
			1,679,115

(Net Receipts) Appropriation Account

Rs.		Rs.	
	c.		c.
To Reserve and Depreciation	10,000	0	
Dividend of 3½ per cent. paid during the year on Suitors Deposits	1,651,589	5	
Balance carried forward	853,507	55	
	2,515,096	60	
By Balance brought forward from previous year			891,596
Net receipts brought forward from statement of collections and disposals			1,623,499
			2,515,096

D. C. Suitors Balances as at December 31, 1957 held in respect of the following Kachcheries

Kachcheri	Amount
	Rs. c.
Colombo	32,554,148 44
Kalutara	3,314,924 68
Kandy	3,548,668 20
Matale	288,731 8
Nuwara Eliya	234,662 66
Galle	3,409,977 40
Matara	1,789,051 77
Hambantota	220,706 12
Jaffna	4,425,965 15
Mannar	46,411 66
Vavuniya	38,482 19
Batticaloa	525,568 50
Trincomalee	288,733 7
Kurunegala	1,524,943 61
Puttalam	1,264,490 17
Anuradhapura	362,940 46
Badulla	548,415 57
Ratnapura	1,064,863 71
Kegalle	463,963 98
	55,915,648 42
S. C. suitors balance as at December 31, 1957	145,996 41
	56,061,644 83

STATEMENT SHOWING MARKET PRICE OF STERLING AND RUPEE SECURITIES ON DECEMBER 31, 1957

Sterling Investments held on Account of Siftors Account

Description of Stock	Face Value		Purchase Price		Purchase Price in Rupees	Market Rate	Ex-dividend Valuation		Accrued Interest		Cum-Dividend Valuation			
	£	s. d.	£	s. d.			Rs.	c.	£	s. d.	£	s. d.	£	s. d.
Consolidated Loan 4 per cent. 1957 or after	67,014	6 4	73,366	0 5	960,306	98	69½	X D	46,574	19 0	1,116	18 1	47,691	17 1
Savings Bonds 3 per cent. 1955-65	28,726	16 0	28,835	16 7	371,579	40	85½		24,054	12 1	323	8	24,377	15 7
Savings Bonds 3 per cent. 1960-70	175,981	4 2	181,392	16 0	2,420,552	66	75½		131,106	0 0	1,759	16 3	132,865	16 3
Savings Bonds 3 per cent. 1965-75	221,406	18 11	223,330	12 8	2,979,258	28	70½		153,601	1 4	2,490	16 7	156,091	17 11
British Guiana 3 per cent. 1959-69	5,000	0 0	5,031	5 0	66,620	0	72½		3,600	0 0	25	0 0	3,625	0 0
Commonwealth of Australia 3½ per cent. 1964-74	3,500	0 0	3,557	3 0	47,470	0	70½		2,410	12 6	56	17 6	2,467	10 0
Commonwealth of Australia 3½ per cent. 1965-69	44,668	10 7	44,799	14 9	597,326	90	76½	X D	34,171	8 6	604	17 9	34,776	6 3
Commonwealth of Australia 3 per cent. 1963-65	10,000	0 0	10,000	0 0	126,930	0	80½		8,000	0 0	50	0 0	8,050	0 0
Cyprus 4 per cent. 1956-66	5,000	0 0	4,750	0 0	56,852	75	83½		4,100	0 0	75	0 0	4,175	0 0
Federated Malay States 3 per cent. 1960-70	5,000	0 0	5,025	0 0	66,540	0	69½		3,468	15 0	6	5 0	3,475	0 0
Gold Coast 4½ per cent. 1960-70	5,000	0 0	4,900	0 0	61,100	85	84½		4,172	2 6	46	17 6	4,225	0 0
Jamaica 3 per cent. 1956-61	16,972	13 4	15,720	18 8	210,699	0	89½		15,034	9 2	106	1 7	15,140	10 9
Kenya 4½ per cent. 1961-71	40,875	3 6	40,416	2 8	505,251	0	82½		32,802	6 6	919	13 10	33,722	0 4
East African High Commission 3½ per cent. 1966-68	4,758	15 10	4,758	15 10	63,231	0	76½		3,612	14 4	27	15 2	3,640	9 6
East African High Commission 3½ per cent. 1968-70	6,460	10 6	6,460	10 6	89,770	0	74½		4,737	14 5	75	7 5	4,813	1 10
New Zealand 3½ per cent. 1962-65	40,000	0 0	40,788	1 1	544,320	0	83½		32,966	13 4	433	6 8	33,400	0 0
New Zealand 3½ per cent. 1960-64	6,000	0 0	6,315	8 0	84,280	0	86½		5,120	0 0	70	0 0	5,190	0 0
Sierra Leone 3½ per cent. 1958-63	1,764	4 2	1,782	0 7	22,053	25	85½		1,505	16 7	2	11 5	1,508	8 0
Trinidad 3 per cent. 1965-70	5,338	13 1	5,385	7 4	71,305	0	71½		3,777	1 11	40	0 10	3,817	2 9
Funding Loan 3 per cent. 1966-68	4,825	0 0	4,825	0 0	63,890	0	78½	X D	3,787	12 6	60	6 2	3,847	18 8
	698,292	16 5	711,440	13 7	9,409,337	7			518,699	19 8	8,290	15 3	526,990	14 11

Indian Rupee Investments held on Account of Siftors Account

	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.	Rs.	c.
Indian Government 4 per cent. 1960-70	387,600	0	400,073	22	100-6	389,925	60	4,522	0	394,447	60
Indian Government 3 per cent. 1963-65	553,500	0	552,120	79	93-55	517,799	25	1,383	75	510,183	0
Indian Government 3 per cent. 1966-68	451,300	0	450,040	61	91-3	412,036	90	3,384	75	415,421	65
	1,392,400	0	1,402,234	62		1,319,761	75	9,290	50	1,329,052	25

Ceylon Rupee Investments held on Account of Siftors Account

	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.	Rs.	c.
Ceylon War Loan 3 per cent. 1959-69	24,600	0	24,600	0	101	24,953	63	184	50	25,138	13
Ceylon Home Defence Loan 3½ per cent. 1962-67	1,930,900	0	1,930,241	25	104½	2,022,617	75	5,631	79	2,028,249	54
Ceylon Home Defence Loan 3½ per cent. 1963-68	165,900	0	163,300	0	105	172,197	44	478	4	172,675	48
Ceylon National Loan 3½ per cent. 1964-69	3,900,000	0	3,900,000	0	106	4,136,174	44	56,872	4	4,193,046	50
Ceylon Victory Loan 3 per cent. 1965-70	405,000	0	405,000	0	100	406,771	88	5,568	75	412,340	63
Ceylon National Development Loan 3 per cent. 1965-70	4,250,000	0	4,250,000	0	100½	4,255,312	50	21,250	0	4,276,562	50
Ceylon National Development Loan 2½ per cent. 1967-72	2,900,000	0	2,900,000	0	94	2,726,000	0	3,020	84	2,729,020	84
Sri Lanka 3 per cent. Loan 1969-74	6,750,000	0	6,750,000	0	99	6,741,562	50	67,500	0	6,809,062	50
Ceylon 3 per cent. 1966-71	2,500,000	0	2,500,000	0	100	2,500,500	0	6,250	0	2,506,750	0
Ceylon 3 per cent. 1972-77	5,500,000	0	5,500,000	0	96	5,300,625	0	13,750	0	5,314,375	0
Ceylon S. M. B. Debentures 3 per cent.	150,000	0	150,000	0	100	150,000	0	1,125	0	151,125	0
Ceylon S. M. B. Debentures 3 per cent. 1977	48,950	0	48,950	0	100	48,950	0	367	13	49,317	13
Ceylon 3 per cent. 1973-78	1,500,000	0	1,500,000	0	96½	1,443,750	0	22,500	0	1,466,250	0
Ceylon 3½ per cent. 1975-80	150,000	0	150,000	0	100	150,000	0	203	13	150,203	13
Ceylon 3½ per cent. 1976-81	500,000	0	500,000	0	100	500,000	0	6,770	84	506,770	84
Ceylon S. M. B. Debentures 3 per cent. 1969-71	175,000	0	175,000	0	100	175,000	0	1,312	50	176,312	50
Ceylon 3 per cent. 1969-72	2,000,000	0	2,000,000	0	100	2,000,000	0	7,500	0	2,007,500	0
Ceylon National Housing Debentures 3½ per cent. 1976-81	250,000	0	250,000	0	100	250,000	0	877	8	250,877	8
Ceylon 3 per cent. 1970-73	600,000	0	600,000	0	100	600,000	0	6,750	0	606,750	0
National Housing 3 per cent. Debentures 1970-73	600,000	0	600,000	0	100	600,000	0	1,500	0	601,500	0
National Housing 3 per cent. Debentures 1970-73 (B Series)	2,000,000	0	2,000,000	0	100	2,000,000	0	10,000	0	2,010,000	0
	36,298,350	0	36,297,691	25		36,204,678	20	239,214	60	36,443,892	80

Sterling Investments held on Account of R and D Fund

	£	s. d.	£	s. d.	Rs.	c.	£	s. d.	£	s. d.	£	s. d.		
Consolidated Loan 4 per cent. 1957 or after	3,006	4 2	3,310	12 3	41,977	68	69½	X D	2,089	6 4	50	2 1	2,139	8 5

Ceylon Rupee Investments held on Account of R and D Fund

	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.	Rs.	c.
Ceylon Home Defence Loan 3½ per cent. 1962-67	22,000	0	22,000	0	104½	23,045	0	64	17	23,109	17
Ceylon National Loan 3½ per cent. 1964-69	61,500	0	61,500	0	106	65,228	44	896	87	66,125	31
Sri Lanka 3 per cent. 1969-74	12,000	0	12,000	0	99	11,985	0	120	0	12,105	0
Ceylon 3 per cent. 1973-78	35,000	0	35,000	0	96½	33,687	50	525	0	34,212	50
Ceylon 3½ per cent. 1959-61	60,000	0	59,400	0	103	61,800	0	875	0	62,675	0
Ceylon 3½ per cent. 1975-80	36,000	0	36,000	0	100	36,000	0	48	75	36,048	75
Ceylon 3 per cent. 1969-72	30,000	0	30,000	0	100	30,000	0	112	50	30,112	50
National Housing 3 per cent. Debentures 1970-73	8,000	0	8,000	0	100	8,000	0	20	0	8,020	0
National Housing 3 per cent. Debentures 1970-73 (B Series)	5,000	0	5,000	0	100	5,000	0	25	0	5,025	0
	269,500	0	268,900	0		274,745	94	2,687	29	277,433	23

Ceylon Rupee Investments held on Account of Interest R and D Fund

	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.	Rs.	c.
Ceylon National Loan 3½ per cent. 1964-69	32,500	0	32,500	0	106	34,470	31	473	96	34,944	27
Sri Lanka 3 per cent. 1969-74	35,000	0	35,000	0	99	34,956	25	350	0	35,306	25
Ceylon 3½ per cent. 1959-61	60,000	0	59,400	0	103	61,800	0	875	0	62,675	0
Ceylon 3½ per cent. 1975-80	25,000	0	25,000	0	100	25,000	0	33	85	25,033	85
Ceylon 3 per cent. 1969-72	20,000	0	20,000	0	100	20,000	0	75	0	20,075	0
National Housing Loan 3 per cent. Debentures 1970-73	10,000	0	10,000	0	100	10,000	0	25	0	10,025	0
National Housing Loan 3 per cent. Debentures 1970-73 (B Series)	5,000	0	5,000	0	100	5,000	0	25	0	5,025	0
	187,500	0	186,900	0		191,226	56	1,857	81	193,084	37

Sterling Investments held on Account of Profits Account

	£	s. d.	£	s. d.	Rs.	c.	£	s. d.	£	s. d.	£	s. d.		
Savings Bonds 3 per cent. 1955-65	119	8 4	118	19 5	1,580	79	85		100	3 3	1	6 10	101	10 1
Sierra Leone 3½ per cent. 1958-63	5,245	10 7	5,199	12 8	69,450	0	85½		4,477	5 6	7	13 0	4,484	18 6
Funding Loan 3 per cent. 1966-68	260	18 9	260	18 9	3,687	87	78½	X D	204	16 9	3	5 3	208	2 0
	5,625	17 8	5,679	10 10	74,718	66			4,782	5 6	12	5 1	4,794	10 7

Ceylon Rupee Investments held on Account of Profits Account

	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.	Rs.	c.
Ceylon 3½ per cent. 1975-80	59,000	0	59,000	0	100	59,000	0	79	90	59,079	90

Miscellaneous Departmental Notices

KU/NELAULLA PRIMARY B. M. S.

NOTICE is hereby given that an application has been received from the General Manager, Sasthrodaya Society, Ltd., Rambukkana, for the provisional registration of the above school, situated at Nelaulla in the Kurunegala District of the North-Western Province, as a grant-in-aid school.

Observations will be received not later than 30 days from the date of publication of this notice.

S. F. DE SILVA,
Director of Education.

ASJ 4784,
Education Department,
Malay Street,
Colombo 2, 17th February, 1959.

KU/SIYAMBALAGAHAWETIYA B. M. S.

NOTICE is hereby given that an application has been received from the General Manager, Buddhist Academy of Ceylon, Mattegoda, Polgasowita, for the provisional registration of the above school, situated at Siyambalagahawetiya in the Kurunegala District of the North-Western Province, as a grant-in-aid school.

Observations will be received not later than 30 days from the date of publication of this notice.

S. F. DE SILVA,
Director of Education.

ASJ 4784,
Education Department,
Malay Street,
Colombo 2, February 18, 1959.

KG/TISMALPOLA S. M. S.

NOTICE is hereby given that an application has been received from the General Manager, Sastrodaya Society Ltd., Rambukkana, for the provisional registration of the above school, situated at Yatagama, Rambukkana, in the Kegalle District of the Sabaragamuwa Province, as a grant-in-aid school.

Observations will be received not later than 30 days from the date of publication of this notice.

S. F. DE SILVA,
Director of Education.

ASD 3029,
Education Department,
Malay Street,
Colombo 2, February 21, 1959.

KG/LEWALA JAYANTI (M. B. S.) SCHOOL

NOTICE is hereby given for the information of the General Public that the above school, situated at Lewala in the Kegalle District of the Sabaragamuwa Province and under the management of Mahabodhi Society of Ceylon, 130, Maligakanda Road, Colombo 10, has been provisionally registered as a grant-in-aid school with effect from October 1, 1957.

S. F. DE SILVA,
Director of Education.

ASD 3092,
Education Department,
Malay Street,
Colombo 2, February 21, 1959.

CHANGE OF MANAGEMENT—G/DIKKUMBURA SRI SIDDHARTHA B. M. SCHOOL

UNDER the provisions of Section 31 (i) of Ordinance, No. 31 of 1939, it is hereby notified for general information that upon the recommendation of Rev. P. Nandarama Thero, Viharadhipathi, Galgane Purana Viharaya, Denipitiya, proprietor of the above school, Rev. P. Nandarama Thero (the proprietor himself) is appointed as the Manager of the said school with effect from February 14, 1959.

S. F. DE SILVA,
Director of Education.
ASE 3709,
Education Department,
Malay Street,
Colombo 2, February 18, 1959.

THE FOOD CONTROL ACT, No. 25 OF 1950

Sale of Rice by Weight

It is hereby notified in terms of regulation 5 of Part II of Head E and regulation 4 (1) of Part III of Head E of Food Control Regulations, 1952, that with effect from 2nd March, 1959, weekly ration of rice which may be sold or issued by weight to any person who is in possession of a ration book of any class specified in Column I of the Schedule hereto and who is resident in any one of the Administrative Districts of Polonnaruwa and Ratnapura shall be the quantity specified in the corresponding entry in column II of that Schedule.

SCHEDULE	
Column I Class	Column II Rice (Pounds)
Infant ...	... 4
Child ...	... 4
Ordinary ...	... 4
Worker ...	... 4

Note.—One measure of rice is equivalent to 2 pounds. On this basis, consumers will receive for each rice ration book 4 pounds of rice instead of two measures per week on surrender of coupons.

K. M. D. JAYANETTI,
Food Controller and Food Commissioner.
Colombo, February 24, 1959.

PROCLAMATION

WHEREAS "Hæmorrhagic Septicæmia" disease has broken out among cattle in Munneswaram V. H.'s Division in Munneswaram Pattu South in the Divisional Revenue Officer's Division of Pitigal Korale North in Chilaw District of the North Western Province, I, Aryadasa Amarasinghe, Chief Government Veterinary Surgeon, by virtue of the powers vested in me under the Contagious Diseases (Animals) Ordinance Amendment Act, No. 33 of 1957, and in terms of section 4, sub-section (1) of the said Ordinance (Chapter 327), do hereby declare an "INFECTED AREA"—the area bounded on—

North by: Thimbillawewa, Awarankuliya Ela and Manuwangama Ebba.
South by: The South boundary of Nallayam Tank and Nallayam Fields.
East by: Uru-Udayandaluwa P. P. Settlement and Kanjukkuliya V. C. Road.
West by: Chilaw U. C. Town Limits.

2. Under section 7 of the same Ordinance, I proclaim that no movement of cattle or cart traffic from and to this V. H.'s Division shall be allowed, until this proclamation is revoked.

The attention of all cattle owners and carters in the area, is drawn to the Contagious Diseases (Animals) Regulations, 1937, which lays down the actions which persons are by law required to take in an "INFECTED AREA". Details of these regulations can be obtained from the Veterinary Surgeon, Chilaw, and the Divisional Revenue Officer, Pitigal Korale North.

This declaration shall take effect from the date hereof.

ARYADASA AMARASINGHE,
Chief Government Veterinary Surgeon.
Office of the Chief Government
Veterinary Surgeon,
Peradeniya,
February 23, 1959.

PROCLAMATION

WHEREAS "Hæmorrhagic Septicæmia" disease has broken out among cattle in Karawita V. H.'s Division in Munneswaram Pattu South Korale in the Divisional Revenue Officer's Division of Pitigal Korale North in Chilaw District of the North Western Province, I, Aryadasa Amarasinghe, Chief Government Veterinary Surgeon, by virtue of the powers vested in me under the Contagious Diseases (Animals) Ordinance Amendment Act, No. 33 of 1957, and in terms of section 4, sub-section (1) of the said Ordinance (Chapter 327), do hereby declare an "INFECTED AREA"—the area bound on—

North by: Chilaw-Kurunegala Road.
South by: Maradankulama and Wahalahena
Village Limits.
East by: Karawita tank and Thambagalla Village.

West by: Mudaliyawela and Kanuketiya Village Limits.

2. Under section 7 of the same Ordinance, I proclaim that no movement of cattle or cart traffic from and to this V. H.'s Division shall be allowed, until this proclamation is revoked.

The attention of all cattle owners and carters in the area, is drawn to the Contagious Diseases (Animals) Regulations, 1937, which lays down the actions which persons are by law required to take in an "INFECTED AREA". Details of these regulations can be obtained from the Veterinary Surgeon, Chilaw, and the Divisional Revenue Officer, Pitigal Korale North.

This declaration shall take effect from the date hereof.

ARYADASA AMARASINGHE,
Chief Government Veterinary Surgeon.
Office of the Chief Government
Veterinary Surgeon,
Peradeniya,
February 23, 1959.

MUNNAKARAI BRIDGE OYER "MODA ELA" IN NEGOMBO

THE above timber bridge in its present condition is not safe for heavy traffic.

Only light cart traffic will be permitted from this date onwards until the bridge is reconstructed.

C. M. PERERA,
for Director of Public Works.
Public Works Office,
Colombo, 21st February, 1959.