

ලංකා රාජ්‍ය විද්‍යා මහලය

THE CEYLON GOVERNMENT GAZETTE

අංක 11,727 — 1959 අප්‍රේල් 17 වැනි සිකුරාදා — 17.4.1959

No. 11,727 — FRIDAY, APRIL 17, 1959

(Published by Authority)

PART I: SECTION (I)—GENERAL

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

	PAGE		PAGE
Proclamations by the Governor-General ..	1071	Price Orders	—
Appointments, &c., by the Governor-General ..	—	Central Bank of Ceylon Notices ..	—
Appointments, &c., by the Public Service Commission ..	—	Accounts of the Government of Ceylon ..	—
Appointments, &c., by the Judicial Service Commission	1071	Revenue and Expenditure Returns ..	—
Other Appointments, &c.	1072	Miscellaneous Departmental Notices ..	1081
Appointments, &c., of Registrars	—	Notice to Mariners	—
Government Notifications	1072	“Excise Ordinance” Notices	—

PART VI published with this issue contains List of Jurors and Assessors, &c.

Appointments, &c., by the Governor-General

No. 149 of 1959

No. D. 51/Rect.

Second Lieutenant I. L. DASSENAIKE, C.A.

By His Excellency's command,

ARMY—REGULAR FORCE—TRANSFER APPROVED BY HIS EXCELLENCY THE GOVERNOR-GENERAL

Transfer to the Ceylon Army General Service Corps, with effect from March 17, 1959—

Second Lieutenant G. W. UPASIRI, S.R.

By His Excellency's command,

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

Colombo, April 1, 1959.

No. 150 of 1959

D/VF/6/A.

ARMY—G. V. F.—PROMOTIONS APPROVED BY HIS EXCELLENCY THE GOVERNOR-GENERAL

(a) To be Lieutenant with effect from February 1, 1958, in the following order of seniority:—

Second Lieutenant J. E. L. POULIER, C.A.

Second Lieutenant C. St. J. MEUBLING, C.A.

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

Colombo, April 4, 1959.

No. 151 of 1959

No. D. 48/Rect.

OFFICERS' APPOINTMENT—ROYAL CEYLON NAVY

HIS Excellency the GOVERNOR-GENERAL has been pleased to approve the following appointment in the Royal Ceylon Navy:—

To be Commanding Officer, H.M.Cy.S. VIJAYA with effect from March 18, 1959—

Lieutenant-Commander D. V. HUNTER, R.Cy.N.

By His Excellency's command,

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

Colombo 1, April 1, 1959.

Appointments, &c., by the Judicial Service Commission

No. 152 of 1959

SUMMARY OF APPOINTMENTS MADE BY THE JUDICIAL SERVICE COMMISSION

Name of Officer	New Appointment	Effective Date of New Appointment	Remarks
Mr. O. M. L. PINTO ..	Additional Magistrate, etc., Ratnapura	10th to 16th April and from 17th April, 1959	During absence of Mr. P. S. W. ABEYAWARDENE and until assumption of duties by Mr. K. A. P. RANASINGHE
Mr. A. M. F. SIRIWARDENE ..	Additional District Judge, Kandy, at Gampola	15th April, 1959	—
Mr. P. G. DE SILVA ..	Additional Magistrate, etc., Avissawella	11th and 13th April, 1959	During absence of Mr. I. M. ISMAIL
Mr. N. COOMARASWAMY ..	Additional Magistrate, etc., Kandy	13th to 16th April, 1959	During absence of M/s. F. E. ALLES and K. A. P. RANASINGHE

Name of Officer	New Appointment	Effective Date of New Appointment	Remarks
Mr. T. B. YATAWARA	.. Additional Magistrate, etc., Gampola	8th May, 1959	—
Mr. J. J. DAVID	.. Additional Magistrate, etc., Batticaloa	4th to 10th April, 1959	During absence of Mr. W. A. WALTON
Mr. K. V. M. SUBRAMANIAM	.. Additional Magistrate, etc., Batticaloa	11th to 20th April, 1959	During absence of Mr. W. A. WALTON
Mr. S. J. B. DHARMAKIRTI	.. Additional Magistrate, etc., Matale	21st April, 1959	—
Mr. M. ESURAPADHAM	.. Additional District Judge, etc., Point Pedro	22nd to 25th April, 1959	During absence of Mr. S. THAMBY DURAI
Mr. S. P. WIJAYATILAKE	.. Additional Magistrate, etc., Matale	7th to 11th April, 1959	During absence of Mr. P. MARAFANA
Mr. P. N. BARTHELOMEUSZ	.. Additional District Judge, etc., Nuwara Eliya	9th to 11th April, 1959	During absence of Mr. C. B. WALGAMPAYA
Mr. F. S. PAUL	.. Additional Magistrate, etc., Mannar	From 11th April, 1959	Until resumption of duties by Mr. R. PARAMAKURU
Mr. C. N. F. DE SILVA	.. Acting President, Rural Court, Kadawata Korale, etc.	From 1st April, 1959	Until further orders
Mr. M. G. WIJESEKERA	.. Acting President, Rural Court, Hewagam Korale, etc.	3rd and 4th April, 1959	During absence of Mr. M. SAMARAKKODY
Mr. M. A. E. B. PERERA	.. Acting President, Rural Court, Weudawili Hatpattu, etc.	4th April, 1959	During absence of Mr. J. E. ILANGANTILEKE
Mr. A. F. H. DE ALWIS	.. Acting President, Rural Court, Four Gravets, etc.	15th to 18th, 20th, 23rd and 24th April, 1959	During absence of Mr. K. I. KARUNARATNE
Mr. P. R. RAJENDRA	.. Acting President, Rural Court, Valikamam, etc.	8th April, 1959	During absence of Mr. V. NALLASEGARAM
Mr. D. PERERA	.. Acting President, Rural Court, Kotmale, etc.	7th and 8th April, 1959	During absence of Mr. T. B. WETTEWE
Mr. M. T. T. DE S. AMERASEKERA	.. Acting President, Rural Court, Bentota-Walallawiti Korale	8th April, 1959	During absence of Mr. H. E. S. WICKREMATNE
Mr. F. S. PAUL	.. Acting President, Rural Court, Mannar	15th and 16th April, 1959	During absence of Mr. R. PARAMAKURU

Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, 8th April, 1959.

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

Other Appointments, &c.

No. 153 of 1959

APPOINTMENT BY THE HONOURABLE MINISTER OF JUSTICE

Mr. B. SENARATNE to be a Children's Magistrate for the judicial division of Kurunegala, with effect from the 6th April, 1959, while holding the office of Magistrate of the said judicial division.

No. 154 of 1959

APPOINTMENTS BY THE HONOURABLE MINISTER OF JUSTICE

Commissioners for Oaths under Section 12 of the Oaths Ordinance

Messrs. K. KANAGASABAPATHY, K. CHINNATAMBY, K. SENATHIRAJAH and S. S. SABARATNAM to be Commissioners for Oaths for the judicial district of Point Pedro, with effect from the 6th April, 1959.

No. 155 of 1959

Mr. MEERA SAIBO LEBBER JAMALDEEN LEBBE of Negampaha has been appointed by the Honourable Minister of Home Affairs as Quazi for the Revenue Divisions of Nuwaragam Hurulu and Kalagam Palatas in Anuradhapura District from 1st February, 1959, to 31st December, 1960.

No. 156 of 1959

THE Honourable the Minister of Home Affairs has appointed Mr. NAINABADUGE LYNTON REGINALD FERNANDO to be a Notary Public throughout the judicial division of Kalutara, and to practise as such in the English language,

No. 157 of 1959

THE Honourable the Minister of Home Affairs has appointed Mr. MUNIDASA WICKRAMATUNGA to be a Notary Public throughout the judicial division of Matara, and to practise as such in the English language.

No. 158 of 1959

THE Honourable the Minister of Commerce and Trade has been pleased to appoint Mr. W. D. SOYSA, Commercial Assistant, Department of Commerce, to be in addition to his other duties, Assistant Controller of Imports and Exports for a period of 3 months with effect from 21st March, 1959.

L. S. B. PERERA,
Permanent Secretary to the Ministry of
Commerce and Trade.

Colombo, 7th April, 1959.

Government Notifications

No. 4/1/16/GC.

THE Hon. Minister of Finance has been pleased to appoint under section 70 (2) of the Income Tax Ordinance, Mr. S. Selvajayam, Assessor, Estate Duty to be in addition to his own duties, clerk to the Income Tax Board of Review in place of Mr. D. P. D. M. de Silva, with effect from May 1, 1951.

R. COOMARASWAMY,
for Permanent Secretary
to the Ministry of Finance.

Ministry of Finance,
Colombo, April 9, 1959.

THE WAGES BOARDS ORDINANCE

IT is hereby notified under Regulation 26 of the Wages Boards Regulations, 1943, that the Honourable Minister of Labour, Housing and Social Services, has been pleased to appoint Mr. T. B. A. Sinnan, under section 9 of the Wages Boards Ordinance, No. 27 of 1941, as amended by section 5 (2) of the Wages Boards (Amendment) Act, No. 5 of 1953, to act as a member of the Wages Boards for the Tea and Rubber Export Trades during the absence out of the Island of Mr. W. R. McMorrán, representative of the employers on the said Wages Boards.

C. B. KUMARASINHA,
Permanent Secretary,
Ministry of Labour, Housing and Social Services.
Colombo, 1st April, 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 National Union of Workers and the Superintendent of Udakelle Estate, Polgahawela, which was referred by the Honourable the Minister of Labour, Housing and Social Services, by Order dated October 21, 1958, made under section 4 (2) of the Industrial Disputes Act, No. 43 of 1950, and published in *Ceylon Government Gazette* No. 11,573 dated October 31, 1958, for settlement by an Industrial Court, is hereby published in terms of section 25 (1) of the said Act.

N. L. ABAYEWIRA,
Acting Deputy Commissioner of Labour.
Department of Labour,
Colombo, 6th April, 1959.

Industrial Court at Colombo No. I. D. 102

In the matter of an industrial dispute
between

The Ceylon National Union of Workers, No. 94 1/6, York
Building, York Street, Colombo 1

and

The Superintendent of Udakelle Estate, Polgahawela.

THE AWARD

This is an award under 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.

2. The Honourable the Minister of Labour, Housing and Social Services by his Order made under section 4 (2) of the said Act, dated 21st October, 1958, has referred to this Court for settlement a dispute between the parties specified in the statement of the Commissioner of Labour which accompanied his Order. The statement of the Commissioner of Labour, dated 14th October 1958, states that the matter in dispute between the Ceylon National Union of Workers (hereinafter referred to as the "Union") and the Superintendent, Udakelle Estate, Polgahawela (hereinafter referred to as the "Superintendent") is the non-employment of—

1. Vellasamy
2. Podiralahamy
3. Leelawathie
4. Appuran
5. Veeramamah and
6. Ukkubanda.

3. Udakelle Estate is a rubber estate, about 400 acres in extent, of which Mr. O. D. Almeida is the Superintendent since 1945. The Union which is a party to this dispute opened its branch on this estate about September 1957. The case for the Union is that almost immediately after the formation of its branch on the estate, trouble started between the parties on account of the payment of short wages to its members. In the course of the evidence led at the inquiry in addition to allegations regarding the payment of short wages in general and also in respect of particular workers, various other allegations were made involving an attempt by the management of the estate to deprive the workers of their legitimate dues. For instance, it was alleged that when work was done on a Sunday, the Superintendent paid the workers only one day's wages without the addition of the extra half day's wages they were entitled to for working on a Sunday and that workers were not paid for afternoon tapping. It was also alleged that when a tapper brought in less than the minimum quantity of latex which will produce 5 pounds of rubber per day, he was not given a "name" for that day's work but the quantity of latex brought in that day was added to the quantity brought in by him on the next day; in order to achieve this it was alleged that the actual weights of the latex brought in by the labourers were entered by the conductor in exercise books which the Superintendent has refused to produce to the officers of the Labour Department. These allegations have been denied by the Superintendent; he

also denied that the weight of the latex brought in was entered in exercise books, but states that they were entered in latex sheets which were kept by the conductor who took the measurements and such sheets were produced for the inspection of the Court.

I do not think it is necessary for the purpose of deciding the matter in dispute referred to this Court to decide on any general allegations made against the management of the estate; in fact it is hardly possible to attempt to do so on the evidence before the Court. Mr. V. Subramaniam who was the Assistant Commissioner of Labour, Kurunegala, during the relevant period has given evidence and was questioned with regard to these general allegations and he stated that the whole matter was still under investigation by his Department. With regard to the question of short payment of wages he stated: "When there is short payment on estates, the proprietor is asked to pay; if not, I take action." The best course, therefore, would be to leave the Department of Labour to proceed further with their inquiries into these general allegations, and for the Court in this matter to confine itself only to a decision on the non-employment of the particular labourers referred to in the statement. Mr. Wijemanne, the President of the Union, stated that when complaints were made by workers of their wages being short on pay day, they were served with notice of discontinuance, and that this is supported by the fact that in most cases the service of such notice took place shortly after pay day. It is not necessary to make a decision on whether this is generally correct, but I shall consider the allegations made by the workers with whom we are concerned in this case as regards payment of short wages to them in so far as it is necessary to consider that question in connection with the discontinuance of their services from the estate.

It transpired in the course of this inquiry that relations between the officers of the Labour Department stationed at Kurunegala and the Superintendent were not very cordial. One of the allegations made against the Superintendent was that he was not co-operative with the Labour Officers when they went to the estate to make inquiries into complaints; for instance one Labour Officer who gave evidence stated that when he met the Superintendent at the Club he told him that if he wanted to clear himself of the allegations made, the best thing for him to do was to produce the latex records, and that the Superintendent replied that they were not records to be produced before the Labour Officers. Whether there is any substance in these allegations or not is immaterial for the present inquiry, but it is to be hoped that in future investigations which may be made by Labour Officers into complaints made by workers on this estate against the management cordial relations will prevail and that the Superintendent will place before inquiring officers all relevant documents and information in his possession that he relies on to disprove the allegations. The mere fact that a large number of complaints have been made by workers should not be considered by the Labour Officers to be in indication; prima facie, that there is some truth in them, for it is quite possible for a few disgruntled workers on an estate to set up others to make complaints without any foundation for them. The management of the estate appears to have been faced with financial difficulty in 1957 and 1958. According to the statement of Mr. A. D. J. Perera, Labour Officer, who presided at a conference held on June 21, 1958, at which representatives of the Union and of the management were present, that conference was mainly concerned with the question of the estate not being able to carry on for lack of income, and the question of retrenchment of certain workers was considered. In all these circumstances, I can only express the hope that as a result of further investigations into complaints which the labourers have made, good relations between the employer and workers would be restored on the estate.

4. Before dealing with the question of the non-employment of the workers mentioned in the Commissioner's statement, I should like to touch on the legal submissions made by Mr. Manuel, Proctor for the Superintendent. He referred me to the Contracts for Hire and Service Ordinance (Cap. 59) and urged that under that Ordinance it was open to an employer to discontinue the services of an employee by giving him one month's notice if the contract was on a monthly basis, and that he also comes within the law if he pays the employee a month's wages and terminates his services without giving him any notice. He also urged that steps to be taken for the maintenance of discipline among the labour force was entirely a matter for the management and referred me to a decision of the Labour Appellate Tribunal of India in three appeals from awards made by Industrial Tribunals relating to certain disputes between the Buckingham and Carnatic Company, Ltd., Madras, and its employees (the case is reported in 1952 Labour Appeal Cases, pages 490, etc.). I did not, however, understand Mr. Manuel to go to the extent of arguing that it was not open to this Court to order the reinstatement or the payment of compensation to any of the workers whom this Court decided should not have been discontinued from the services on the evidence placed before it. The case relied upon by Mr. Manuel was not available to me at the argument, but I have later obtained the report and examined it. I think that the principles laid down by the Labour Appeal Tribunal in that case may well be followed in deciding the present case. I find that they have been followed in two previous Awards of this Court. In its decision the Indian Appellate Tribunal after tracing the history of legislation in India which has considerably restricted the Common Law right of an employer to dismiss an employee on what was popularly known as "the right to hire and fire" states that under present law "when the services of an industrial worker is termi-

nated, an industrial dispute can be raised under the Industrial Disputes Act, for it would be a question of 'employment and non-employment' and it would be competent for the Industrial Tribunal to determine whether the termination of service is justified." As the legal position under our Industrial Disputes Act is the same these observations are a sufficient answer to any lurking idea that the powers of this Court under this Act are fettered by the provisions of the Contracts for Hire and Service Ordinance relating to the termination of service. The decision then goes on to deal with provisions of a Standing Order which provides for three types of cases in which the services of an employee can be terminated, viz.

- (i) Automatic termination for absence without leave,
- (ii) Discharge on notice or in lieu thereof payment of wages for a certain period without assigning any reason; and
- (iii) Dismissal for misconduct.

With regard to the first two types of cases, the view of the Appellate Tribunal was that an Industrial Tribunal would be at liberty to examine the explanation offered by the employee for his absence and the circumstances in which the discharge on notice was made. One of the purposes of the inquiry was to see whether the employer acted with an honest purpose. "If the termination of service in these two types of cases be held to be justified no further question would arise, though in exceptional cases of the second type there will be scope for giving compensation."

With regard to the third type of case, namely, where the employee is dismissed for alleged misconduct, the principles on which an Industrial Court should act in examining the findings of the Management on the charge and interfering with the punishment awarded are very clearly stated in the decision referred. I need not quote that part of the decision here as it has already been reproduced in the Award in Case No. I. D. 66 (paragraphs 18 to 20).

5. I shall now deal with the non-employment of the workers whose names are given in the Commissioner's statement:—

(1) **Vellasamy**: He was employed on Udakelle Estate as a tapper from 1956. The Superintendent says that he summarily dismissed him on 16th July, 1958, on a complaint made to him by the conductor that Vellasamy had been impertinent to him and threatened to pour a bucket of latex on the conductor's head over an incident connected with the metrolac reading of the latex brought in by Vellasamy to the weighing shed on 8th July, 1958. The Superintendent says that the conductor complained to him on 8th of July itself and that he sent a message to Vellasamy the same day through Tikiri Banda, Kangany, asking him to come to the office for an inquiry but that he did not turn up. He says that on the 9th of July, he sent a letter to Vellasamy through Tikiri Banda asking him to come to the office for an inquiry and that he waited for him to turn up till the 16th of July and as he failed to appear he summarily dismissed him. The conductor has given evidence; he says that on 8th of July, the reading on the metrolac which was placed in a sample of latex brought in by Vellasamy was 1½; Vellasamy challenged it and said that it was 1¼. He took a second reading and then pointed out to him that it showed 1¼, and he asked Kiri Banda who was there also to read it and he confirmed that it was 1¼. He says that Vellasamy then dashed the bucket of latex on the floor, called him "Badawa" and said he would pour the latex on his head. He said that he challenged Vellasamy to do so and reported the matter to the Superintendent the same day and that though Vellasamy was asked to report at the office for an inquiry, first orally, then through Tikiri Banda by a letter, he did not do so.

According to Vellasamy, the metrolac reading on that day indicated 1½ and he questioned the conductor as to why he was recording it only as 1¼. A discussion then ensued in which the conductor stated that he was carrying out the Superintendent's orders and addressing Vellasamy as "paraya Tamil", asked him to shut his mouth and came to assault him. He then retreated with the bucket of latex still in his hands and told the conductor that if he was assaulted he would fall down and the bucket of latex would drop. The conductor then addressed him as a son of a whore and asked him to shut his mouth. He says that Ukku Banda then intervened and held the conductor. He also says he went to make a complaint to the Superintendent but that he was not on the estate, so he went to the Aratchchi at Mawatta and made a complaint and that the Aratchchi asked him to come back if such an incident occurred again. He admitted that Tikiri Banda, Kangany, told him on the 9th morning that the Superintendent wanted to see him in his office, and also stated that Tikiri Banda informed him the same day that he was discontinued. He says he went to see the Superintendent at about 8 o'clock that morning but he was not there. He denied having been served with notice of discontinuance on 16th July in terms of the copy of notice produced, marked P. 23, which is in English with a Tamil translation. According to this notice, Vellasamy was informed that as he failed to appear at the Superintendent's office for inquiry into a complaint made by the conductor, which amounts to insubordination, he was summarily dismissed as from that date, (16th July, 1958), and he was asked to call over for his balance wages for the months of June and July.

A. M. Rambanda was acting as Headman of Mawatta in July, 1958. He has produced a copy of the complaint made to him by Vellasamy about 5 p.m. on 8th July, 1958, marked R. 29. He said that the diary in which he entered the complaint is now with the permanent headman and that he obtained

a copy of the entry from that diary. According to R. 29, Vellasamy complained that when his latex was weighed it read 5 pounds, but it was marked as 4 pounds by the conductor. Then Vellasamy asked the conductor to deduct only half a pound and give him 4½ pounds. The conductor said: "Shut up your mouth, you son of a woman's private parts. Don't you know what happened to the Jaffna people" and then attempted to assault him. He informed the acting headman that this happened in the presence of Kiri Banda, Appusingho and Doraisamy. Rambanda stated in his evidence that he went to the estate to inquire into that complaint but did not meet the conductor; he learnt from the labourers that such an incident had occurred and informed Vellasamy that it would cost some money to take the matter to Court and advised him that the matter can be taken to Court if anything like that occurred again. According to the entry in the diary marked R. 29, after he had inquired into the matter and learnt from the witnesses that the allegation was true, he advised the parties to keep the peace.

A decision on this matter rests on the credibility to be attached to the witnesses. As an incident did occur in the latex weighing shed on 8th July according to both parties, it cannot be urged that this is altogether a false charge trumped up against Vellasamy. The conductor Wickrematunga has been employed on this estate since April, 1956. No allegation has been made of any particular animosity on his part towards Vellasamy. There is also the fact that Vellasamy avoided the Superintendent after this incident. It is not possible to believe that he could not have met the Superintendent both on the afternoon of the 8th of July and also on the morning of the 9th July, as he states. Instead of going to the Superintendent, Vellasamy has gone to the headman. The headman's evidence is of no assistance in this matter, for he has not questioned the conductor regarding Vellasamy's complaint to him, nor has he brought it to the notice of the Superintendent. If he found there were witnesses to support Vellasamy's complaint, it is strange that he should have merely warned the parties to keep the peace as stated in his diary which is different from what he stated in evidence. Mr. Wijemanne drew attention to the fact that as the conductor was taller than Vellasamy it would have been a very difficult matter for the latter to have emptied the bucket of latex on the former's head. The conductor did not say that Vellasamy tried to do so, but threatened to do so, which would amount to insolence whether the threat could be carried out or not. I am not prepared to accept the evidence of Vellasamy and those labourers who sought to corroborate him. I prefer to accept the version as given by the conductor who, as I said, was employed on this estate only since 1956 and is not likely to have lent himself to make a false charge against this labourer at the bidding of the Superintendent or anybody else.

6. In deciding the credibility of the witnesses on this matter, I think it becomes necessary for me to consider an allegation made by Vellasamy that he was not paid his wages in January, 1958, as he refused to accept them on the ground that they were short. According to him, he has not yet been paid his wages for January, 1958. According to the case for the Superintendent, Vellasamy refused to accept his wages for that month alleging that they were short although he was offered the correct amount after deducting the cost of rice advances. The first reference to the non-payment of Vellasamy's wages for January was at a conference held at the Labour Office in Kurunegala on 1st April, 1958. According to the notes of that conference which was held by the Assistant Commissioner of Labour, Kurunegala, "Vellasamy will be paid his balance wages for January, '58, when he calls for same" (vide para. 5 of P. 15). The Superintendent stated that Vellasamy received his balance wages for March as well as for January, that is after deduction of advances taken, on the 11th April, 1958, as the entry in the check roll shows. If Vellasamy was not paid his balance wages for January even after the conference on 1st April, 1958, it is strange that he made no complaint about it until he gave evidence at this inquiry. Another conference regarding matters on this estate was held at the Labour Office, Kurunegala, on 21st June, and the non-payment of Vellasamy's wages for January could have been brought up then, if the decision at the previous conference had not been carried out. After Vellasamy's discontinuance on 16th July, he had gone to the Labour Office at Kurunegala, but did not complain then about the non-payment of his wages for January. On 14th August, 1958, the Superintendent wrote to the Assistant Commissioner of Labour, Kurunegala, the letter marked P. 2 in which he forwarded the balance wages due to certain labourers including Vellasamy for the months of June and July as they refused to sign receipts for the payments of these wages after their services had been discontinued. In his reply dated 22nd August, 1958, marked P. 3, the Assistant Commissioner of Labour states that the labourers concerned including Vellasamy had been informed of the contents of the Superintendent's letter but that they have not accepted the amounts remitted by him "as they feel they are legally entitled to much more than what has been remitted to this office and contemplate pursuing the matter through their Union." If Vellasamy had then complained that his balance wages for January, 1958, were also still not paid, it is inconceivable that the Assistant Commissioner of Labour would not have mentioned that matter in his letter to the Superintendent. In evidence Vellasamy produced an exercise book, marked R. 24, in which he says one Muttusamy had entered the days on which he worked between January and July, 1958, by noting down the number of pounds of latex he had brought in each day. Vellasamy says that he is illiterate and that Muttusamy had written down in a slip of paper what amount was due to him as wages for January calculated at the rate of Rs. 2.58 per

day and deducting cost of rice and the cash advance he had obtained for Thai Pongal. He was unable to mention what the figure given to him by Muttusamy was, but said that it was somewhere about Rs. 43. He says he was offered Rs. 38 (check roll shows Rs. 39.29) and he, therefore, refused to accept this sum as balance wages.

I am not prepared to place any reliance on the account in R. 24 produced by Vellasamy. His failure to make any complaint about non-payment of his balance wages for January between April, 1958, and the date on which he gave evidence at this inquiry shows that the allegation of non-payment of these wages cannot be true, but on the contrary indicates that the position of the Superintendent that Vellasamy received January wages along with the wages for March on 11th April, is correct. This false allegation of Vellasamy about the non-payment of his January wages up to date shows that he is quite capable of making rash statements, and is another reason for not attaching credibility to his evidence regarding the incident in the latex weighing shed on 8th July, 1958. I accept the evidence of the conductor as to what actually happened on that day. In view of the failure of Vellasamy to appear for an inquiry by the Superintendent into the conductor's complaint the Superintendent had no other course open to him but to discontinue his services. The conduct of Vellasamy on that day towards the conductor was not such as could be lightly tolerated, and justified his dismissal. I am, therefore, not prepared to interfere with the order of the Superintendent discontinuing his services.

(2) *Podiralahamy*: Podiralahamy was a tapper employed on this estate from 1956. He was summarily dismissed by the Superintendent on 10th June, 1958. The reason given by the Superintendent for dismissing him was that on the morning of the 9th June, a villager, one Martin Singho whom he did not know before, informed him that Podiralahamy with two other villagers were talking about attacking the Tamil labourers on the estate. The Superintendent says he sent this villager with a letter to the Police Station and that on the same evening, the Police arrived in a jeep and brought Podiralahamy to his office from the lines, and recorded his statement as well as that of the Superintendent. He says that the Police then wanted to take Podiralahamy with them to the Police Station, but that he asked them to go on ahead in their jeep and that he would follow with Podiralahamy in his car. At the Police Station the Police wanted to retain this labourer in custody, but at the request of the Superintendent who said that he would discontinue his services from the estate the next day the Police released him, and in accordance with the undertaking given by him the Superintendent dismissed him summarily the following day.

At a conference held in the office of the Assistant Commissioner of Labour, Kurunegala on 21st June, 1958, at which Mr. A. D. J. Perera, Labour Officer, presided, the question of the discontinuance of Podiralahamy was raised by the President of the Union. The President, Mr. Wijemanne, gave a written undertaking to the Superintendent that Podiralahamy "will not, even if he has done anything in the past, do anything to embitter communal feelings on the estate" — (Vide P. 13). The Superintendent then undertook to re-employ this workman, but he did not carry out that undertaking. The reason given by the Superintendent is that Podiralahamy had made a false allegation at the same conference that he had not been paid his wages for May.

The Superintendent in giving evidence has also referred to two warnings that he had given to Podiralahamy in December, 1957, and February, 1958, for insubordination. It is, however, not necessary to take his previous conduct into consideration in view of the fact that in his evidence the Superintendent definitely stated that the "real reason for dismissing Podiralahamy was not for bad work but for communal troubles. If I had not summarily dismissed him, he would have been charged by the Police and after he had been convicted, I would have dismissed him". No attempt was made at this inquiry to lead any evidence to prove that Podiralahamy had any hand in attempting to bring about any communal trouble on the estate in May/June 1958. The fact that a villager, previously unknown to the Superintendent, had made a complaint to him to that effect is quite insufficient to implicate Podiralahamy. If the Superintendent had allowed the Police to proceed with their inquiries and he was ultimately convicted by Court, the position would, of course, have been different. Podiralahamy himself denies the allegation made against him by the villager. In the circumstances, the Superintendent probably realized that action taken by him in discontinuing Podiralahamy summarily was too drastic and undertook at the conference to reinstate him on the undertaking given by the President of the Union. The question then arises whether he was justified in changing his mind because Podiralahamy made an allegation regarding non-receipt of his salary. In his evidence, Podiralahamy still maintained that his salary for May had not been paid. He said that after the notice was served on him on the 10th he went to receive his pay with other labourers on the 13th; that when his name was called, he was told to come to the office the next day, and that he went there with Ukku Banda and waited till 10 a.m. but that the Superintendent did not come to the office; that he then complained to the District Representative of the Union. According to the Superintendent, Podiralahamy was paid his wages for May on the 13th June along with the other workers and that he did not obtain a receipt from him although his services had been discontinued because he was paid in the presence of the other labourers.

As I have previously stated complaints that wages have not been paid, or have been paid short, have been made by several labourers. In the case of Podiralahamy, in view of the fact that

his services were terminated not on account of any complaint made by him about non-payment of wages, but for reasons I have already stated, I do not think it is necessary for me to attempt to decide this question whether he was paid his wages for May or not. That is a matter that can be gone into by the Labour Officers when they investigate the complaints which are still pending regarding nonpayment of wages among other matters. I am of opinion that the Superintendent should have kept to his undertaking to reinstate Podiralahamy and left it to a third party, namely, the Labour Department to take appropriate action subsequently to have it decided whether Podiralahamy had received wages for May or not. I take it that the undertaking by the President of the Union in his letter marked P. 13 regarding Podiralahamy not doing anything to embitter communal feelings in the future still holds good. I accordingly order that Podiralahamy should be re-employed if he reports for work within two weeks of the publication of this award in the *Gazette*. Although he still lives in the lines on the estate, he has not been given work all these months and I think he should be compensated for his loss of earnings. I accordingly further order that Podiralahamy be paid wages from the day after the day of the conference, namely, 22nd June, 1958, up to the date of the publication of this award in the *Gazette*. The amount to be paid to him as wages will be calculated by the Assistant Commissioner of Labour, Kurunegala, on the footing of the prescribed minimum rate of wages for male workers in the Rubber Growing and Manufacturing Trade, from 22nd June, 1958, to the date of the publication of this award, not taking into account Sundays and any other holidays on which normally there would have been no work on the estate. Payment should be made through the Assistant Commissioner of Labour, Kurunegala, within one month of the notification of the amount due by the Assistant Commissioner of Labour, Kurunegala, to the Superintendent.

(3) *Leelawathie*: She is the wife of Podiralahamy and her services were also terminated along with that of her husband. I order that she also should be reinstated if she reports for work within two weeks of the publication of this award in the *Gazette* and that she be paid compensation for the period of non-employment calculated on the same basis as for her husband, Podiralahamy, except that she will be paid the wages applicable to women workers in the Rubber Growing and Manufacturing Trade. In her case too, payment should be made through the Assistant Commissioner of Labour, Kurunegala, within one month of the notification to the Superintendent of the amount payable.

(4) *Appuran*: Appuran was a tapper on this estate. His services were terminated by one month's notice being given to him on the 14th of June, 1958, (copy of notice marked R. 2). The Superintendent says that he discontinued his services on account of bad work and that he had previously warned him for injuring trees and omitting to tap trees that should have been tapped. He has produced copies of three warning notices which he says were served on him on 25th January, 25th March and 28th April, 1958, (marked P. 16, P. 17 and P. 18). According to Appuran, his services were terminated because he made a complaint of payment of short wages for May, 1958. He also says that another reason may be that he had signed a petition to the Magistrate, Kurunegala, which was sent on 11th June, 1958, saying that there was no truth in the allegation that Podiralahamy was trying to harm the Tamils. When notice was served on Appuran, he went to Kalutara on 15th June to complain to Mr. Wijemanne, the President of the Union, but was only able to meet him on the 16th June. At the conference held in the office of the Assistant Commissioner of Labour on the 21st June, the question of the service of the notice on Appuran was also raised by the President of the Union. Appuran says that after the conference, the President informed him that the Superintendent had agreed to reinstate both Podiralahamy and himself. The Superintendent in his evidence stated that he had not given an undertaking to reinstate Appuran. Mr. A. D. J. Perera who presided at the conference states that it was agreed that both should be re-employed. In his letter dated 8th July, 1958, to the Superintendent of estate (marked P. 19) the President of the Union states as follows: "It was with a full knowledge of all the facts that the settlement was arrived at and you did not reserve to yourself any right to deal with these people separately on these allegations. That being the case you have no right to discontinue these two men on these grounds". That was a letter sent in reply to a letter from the Superintendent dated 2nd July, 1958, (marked P. 11) in which he refers to the complaint made by Podiralahamy and Appuran at the conference that their wages for May had not been paid. It is clear from the President's letter (P. 19), that he too, was referring to a settlement arrived at the conference on 21st June for the re-employment of both Podiralahamy and Appuran, and was questioning the right of the Superintendent to go back on that settlement on the footing that allegations of non-payment of wages had been made by both the labourers. The Superintendent's impression, therefore, that he had not agreed to re-employ Appuran is not correct.

In his case too, I shall not attempt to decide the question as to whether Appuran had been paid his wages for May or not. I think the Superintendent should have carried out the terms of the settlement arrived at the conference by which he was to re-employ Podiralahamy as well as Appuran. The question whether his wages for May had been paid or not is a matter for further investigation by the Labour Officers. I accordingly order that Appuran be reinstated if he reports for work within two weeks of the publication of this award in the *Gazette*, and that in his case too, he be compensated for loss of earnings suffered by him from the date of the expiry of the notice served on him; that is,

he will be entitled to be paid wages at the prescribed minimum rate for male workers in the Rubber Growing and Manufacturing Trade from the 14th July, 1958, to the date of the publication of this award, omitting wages for all Sundays and other holidays on which there would have been no work on the estate. As in the case of Podiralahamy the amount of the wages will be calculated by the Assistant Commissioner of Labour, Kurunegala, and payments should be made through him within one month of the Superintendent being notified of the amount.

(5) *Veerammah*: She is the wife of Appuran and was discontinued along with him. As I have ordered Appuran to be reinstated, she also will be reinstated if she report for work within two weeks of the publication of the award. She will also be compensated for loss of earnings by being paid wages for the same period as her husband, Appuran, but calculated at the rate payable to women workers employed in the Rubber Growing and Manufacturing Trade during this period and in the same manner as ordered for her husband.

(6) *Ukku Banda*: Ukku Banda was a tapper employed on this estate for two years. His services were terminated by one month's notice being given to him by the Superintendent on 14th August, 1958. He says he did so on instructions from the proprietor, Mr. Magdoo, as Ukku Banda was impertinent to the latter when he made payment of July salaries in August 1958. In cross-examination he stated that Ukku Banda had used abusive words towards the proprietor, not as a protest for short payment, and that he was instructed to give Ukku Banda notice on account of discourtesy he showed towards the proprietor. According to Ukku Banda, his wages for July, which were paid in August, were short, and when he told the proprietor that they were short, the latter said "Take it if you want it; otherwise leave it." Then he says he accepted the payment and said: "Let God look to it". The proprietor has not given evidence although he was the best person to state how exactly Ukku Banda had addressed him and what the reason for it was. The Superintendent undoubtedly was present, but may not have given his full attention to what was happening at that portion of the pay table where the proprietor was handing out the cash to the labourers. Ukku Banda may have said something more than he was prepared to admit in evidence. In all the circumstances I think that discontinuance of his services were too severe a punishment. I therefore think that he should be reinstated if he apologises to the proprietor for any discourtesy he may have shown to him on pay day in August 1958. It is difficult on the evidence to formulate any particular form of apology, but I think it would be sufficient if Ukku Banda expresses regret to the proprietor in the presence of a Labour Officer for any offence that he may have given to him by any words which he uttered on pay day in August 1958. If he does so within one month of the publication of the award, I order that he be reinstated.

S. J. C. SOEKMAN.

Colombo, April 3, 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 Narangalla Group, Aranayaka, which was referred by the Honourable the Minister of Labour, Housing and Social Services, by Order dated November 14, 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, April 6, 1959.

Industrial Court at Colombo No. I. D. 106

In the matter of an industrial dispute
between

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

The Superintendent of Narangalla Group,
Aranayaka

THE AWARD

This is an award under section 24 of the Industrial Disputes Act, No. 43 of 1950 (as amended by Acts No. 25 of 1956 and 14 and 62 of 1957). It relates to a dispute between the Democratic Workers' Congress and the Superintendent of Narangalla Group, Aranayaka.

2. The Honourable Minister of Labour, Housing and Social Services by his Order dated 14.11.58 has referred the dispute to this Court for settlement in pursuance of his powers under section 4 (2) of the said Act.

3. The Commissioner by his statement dated 12.11.58 has set out the matters in dispute between the parties in terms of section 23 of the said Act. The dispute relates to—

- (1) The stoppage of supervisory work to
 - (a) K. V. Sinniah Kangany
 - (b) Govindan Kangany
 - (2) Weeding contracts:
 - (a) The practice of deducting 50 cents a month per acre from each weeding contract labourer be stopped.
 - (b) All such previous deductions made to be refunded; and
 - (c) Weeding contracts to be fixed at reasonable rates.
 - (3) (a) Tea to be issued to workers at the rate of 40 cents per pound instead of Re. 1.50 per pound.
 - (b) All deductions made above 40 cents rate for the past 2 years to be refunded.
 - (c) The deductions for tea issued should be made from the checkroll and not separately.
- (4) Name Boards be exhibited in a prominent place to enable workers to check on the "names" earned by them.
 - (5) The non-employment of—
 - (a) Manickam, and
 - (b) Perumal Kangany.

4. At the inquiry Mr. Advocate S. P. Amarasingham instructed by Mr. Kanagaratnam appeared for the Union and Mr. Advocate S. Nadarasa instructed by Mr. Thuraisingham appeared for the Superintendent.

5. During the course of the inquiry the parties arrived at the following settlement:—

- (1) It is agreed that supervisory kangany work will be given to Sinniah Kangany provided his father who is now Kangany agrees to retire.
- (2) Govindan, Perumal and Sevanu will be tried in the position of supervisory kangany for three months and continued in employment if found satisfactory.
- (3) The Union withdraws its demand in respect of Manickam.
- (4) Ramasamy and Muthiah will be given work on their signing an undertaking which has been agreed upon between the parties.
- (5) It is agreed that no deductions will be made and workers who are now weeding contractors, if they so desire, can refuse to take the weeding contracts.
- (6) Half a pound of No. 2 Dust tea to be supplied to each working labourer per month at the rate of 40 cents per pound.
- (7) The Estate management agrees to exhibit the Name Boards.

The above settlement is fair and reasonable and I approve of same and make award accordingly.

H. S. R. B. KOBBERADUWA.

Colombo, 30th March, 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 United Harbour Launch Workers' Union, on the one part, and Messrs. (a) Walker Sons and Company Limited, (b) Hoares (Ceylon) Limited and (c) Bonars (Ceylon) Limited, on the other part, which was referred by the Honourable the Minister of Labour, Housing and Social Services, by Order dated February 10, 1959, made under section 4 (2) of the Industrial Disputes Act, No. 43 of 1950 and published in *Ceylon Government Gazette* No. 11,664 dated February 13, 1959, 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, 9th April, 1959.

**Industrial Court at Colombo
No. 1. D. 138**

In the matter of an industrial dispute
between

The United Harbour Launch Workers' Union,
No. 18, St. Anthony's Mawatha, Colombo 13
and

- (a) Messrs. Walker, Sons & Company, Limited, Main Street, Colombo 1.
- (b) Messrs. Hoares (Ceylon) Limited, Price Park, Colombo 12, and
- (c) Messrs. Bonars (Ceylon) Limited, No. 15, Morgan Road, Colombo 2.

THE AWARD

This is an award under section 24 (1) of the Industrial Disputes Act, No. 43 of 1950 (as amended by Amendments Acts, Nos. 25 of 1956, 14 and 62 of 1957). It relates to an industrial dispute between the United Harbour Launch Workers' Union, No. 18, St. Anthony's Mawatha, Colombo 13, on the one part, and (a) Messrs. Walker, Sons and Company, Limited, Main Street, Colombo, (b) Messrs. Hoares (Ceylon) Limited, Price Park, Colombo 12, and (c) Messrs. Bonars (Ceylon) Limited, No. 15, Morgan Road, Colombo 2, on the other part.

2. The Honourable the Minister of Labour, Housing and Social Services, by his Order made under section 4 (2) of the said Act on 10th February, 1959, referred the matter in dispute between the above mentioned parties to an Industrial Court consisting of Mr. R. R. Selvadurai (President) and Mr. K. L. Brohier and Dr. J. H. F. Jayasuriya, for settlement. In view of the unavoidable absence of Dr. Jayasuriya, the Court consisting of Mr. R. R. Selvadurai (President) and Mr. R. L. Brohier only acting under the provisions of section 31 (1) of the said Industrial Disputes Act proceeds to inquire into this matter.

3. The Acting Deputy Commissioner of Labour has, in his statement of the 2nd of February, 1959, set out the matter in dispute between the parties as the demand made by the United Harbour Launch Workers' Union that the launchmen employed in the above mentioned companies should be paid the wages drawn by other launchmen in the Dock, Harbour and Port Transport Trade as improved by Collective Agreements and by the Port Joint Council.

3. Messrs. Lyn Wirasekera and M. H. R. Astbury of the Employers' Federation of Ceylon (of which the three companies abovenamed are members) appear for the three companies, and Messrs. W. S. Anthony Pulle and W. A. Fernando, the General Secretary and Vice-President respectively of the Union, appear for the Union.

4. The parties to the dispute have mutually arrived at an amicable settlement and have submitted to the Court a written statement of the terms of settlement signed by Mr. Astbury on behalf of the Employers' Federation of Ceylon and by Mr. W. S. Anthony Pulle on behalf of the United Harbour Launch Workers' Union, which terms of settlement are in full satisfaction of those issues presently under reference to this Court in this dispute. The Court has studied carefully these terms of settlement and has discussed the matter with the representatives of the parties and is satisfied that the terms of settlement are just and equitable. The Court makes its award in terms of the settlement arrived at as follows:—

- (i) The launchmen presently employed by the three companies mentioned above shall be transferred to the Transport and General Finance Company Limited on or before 27th April, 1959, and shall, with effect from such date, be deemed to be subject to the decisions of the Port Joint Council relating to all conditions of service and pay and further, that in consequence of such transfer the said employees shall be deemed to be within the Dock, Harbour and Port Transport Trade and shall be excluded from the Engineering Trade.
- (ii) The arrears of pay in accordance with the Port Joint Council's rates of remuneration as set out in the Port Joint Council's basis of agreement as subsequently amended which came into force on 1st December, 1957, shall be paid with effect from 1st April, 1958, in favour of those launch workers employed by the said companies above mentioned as at 1st April, 1958.

With regard to those who were employed subsequent to 1st April, 1958, they are to get their arrears of pay as from the date of the commencement of their service.

- (iii) The existing provident fund assets shall be retained by the said three companies together with future contributions pending transfer of such assets to the Employees' Provident Fund on the employment with the Transport and General Finance Company Limited being declared a "covered employment" within the meaning of the Employees' Provident Fund Act, No. 15 of 1958.

- (iv) The gratuity entitlement in respect of the past service of those launch workers employed by the respective companies shall not be less beneficial than that provided for in clauses 41-47 and 49 of the "Walkers Award" (No. I. D. 7 of 1956) and such past service shall be guaranteed by the Transport and General Finance Company Limited on behalf of the said three companies.

- (v) In the event of the liquidation of the Transport and General Finance Company Limited the services of the launch workers employed by the said Transport and General Finance Company Limited shall be guaranteed by (a) Messrs. Walker, Sons & Company, Limited, (b) Messrs. Hoares (Ceylon) Limited, and (c) Messrs. Bonars (Ceylon) Limited in respect of those men employed by them prior to the transfer of their services to the Transport and General Finance Company Limited.

In the event of retrenchment being introduced by any one of the three companies abovementioned such retrenchment of those launch workers employed by the Transport and General Finance Company Limited shall be restricted to those launch workers previously employed by or working on behalf of the company introducing such retrenchment.

- (vi) The right is reserved to the United Harbour Launch Workers' Union to make such further claim to consequential increases in remuneration as may be deemed to be justified following similar increases being enjoyed by those other launchmen falling within the provisions of the Dock, Harbour and Port Transport Trade.

The right is also reserved to the abovementioned Union to raise any dispute in regard to any retrenchment as contemplated under the above provisions.

5. We make Award accordingly.

(Sgd.) R. R. SELVADURAI,
President.

Dated at Colombo this twenty-fifth day of March, 1959.

(Sgd.) R. L. BROHIER,
Member.

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 Hotel, Bakery and Beverages Workers' Union and the Maliban Hotels, Limited, Colombo, which was referred by the Honourable the Minister of Labour, Housing and Social Services, by Order dated January 6, 1959, made under section 4 (2) of the Industrial Disputes Act, No. 43 of 1950, and published in *Ceylon Government Gazette* No. 11,640 dated January 16, 1959, 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, 6th April, 1959.

**Industrial Court at Colombo
No. I. D. 128**

In the matter of an industrial dispute
between

The Hotel, Bakery and Beverages Workers' Union,
No. 124, Kumaran Ratnam Road, Colombo 2
and

The Maliban Hotels, Limited, No. 11, Van Royen
Street, Colombo 13.

THE AWARD

This is an award made under 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.

2. The Honourable the Minister of Labour, Housing and Social Services by his Order made under section 4 (2) of the said Act, dated 6th January, 1959, referred to this Court for settlement an industrial dispute between the parties in respect of the matters specified in the statement of the Acting Deputy Commissioner of Labour which accompanied his Order. In the statement referred to, dated 30th December, 1958, the matters in dispute between the Hotel, Bakery and Beverages Workers' Union (hereinafter referred to as "the Union") and the Maliban Hotels, Limited, Colombo (hereinafter referred to as "the Company") are stated as follows:—

- (1) A wages increase of 25 per cent. to each worker,
- (2) One month's salary with a meal allowance of Rs. 60 to be paid to each worker as bonus every year, and
- (3) Re-transfer of Messrs. G. P. Perera, A. M. G. Subasinghe, P. H. Sirisena, Loku Banda, P. M. G. Gunadasa and Noordeen to their original places from the Hotel at No. 135, Norris Road, Colombo.

3. When the matter was taken up for inquiry on 18th March, 1959, the Court was informed that agreement had been reached between the Union and the Company in regard to Nos. (1) and (2) of the matters in dispute referred to above. Mr. Advocate

S. J. Kadirgamar who appeared for the Company instructed by Messrs. Munasinghe and Jayamaha, and Mr. N. Sanmugathasan the representative of the Union stated the terms of agreement reached as follows:—

Demand No. 1.—(A wage increase of 25 per cent. to each worker).

The Company agrees to increase the wages of each worker by 25 per cent. This increase is to be effective from 1st April, 1959.

It is also agreed that if the Remuneration Tribunal acting under the Shop and Office Employees (Regulation of Employment and Remuneration) Act, No. 19 of 1954, determines wages or a scale of wages for hotel employees which results in a level of wages at less than 25 per cent. increase over the present wages paid to these workers, then the increase to the workers of Maliban Hotels Limited will be reduced to the level determined by the said Remuneration Tribunal.

Demand No. 2.—(One month's salary with a meal allowance of Rs. 60 be paid to each worker as bonus every year).

It is agreed between the Company and the Union on behalf of the workers that the Company will pay to its workers an annual bonus before the Sinhalese New Year as follows:—

- (a) One month's salary without any extra allowance for meals or payments to all workers in receipt of a monthly salary or wage of Rupees Fifty and above.
- (b) One month's salary together with an additional sum of Rupees Thirty-five on account of meals to those workers in receipt of a monthly salary or wage under Rupees Fifty.

It is agreed that the value of the meals supplied monthly to the workers by the Company is Rs. 46.50 and that the said sum of Rs. 35 referred to above is approximately three-fourths of the total value of the meals supplied.

Mr. Kadirgamar also wished it to be recorded that in arriving at this settlement the Company states that it has considerable financial difficulties of its own in regard to its business and that both the said demands, Nos. (1) and (2) have financial implications which increase the Company's financial commitments and financial difficulties. However, the Company is prepared to accept these additional financial commitments which are involved in the Union's demands and the Company does so solely in the hope of establishing and maintaining industrial peace and good relations with its employees and in the expectation of good work and increased production and disciplined conduct on the part of its workers.

4. With regard to Demand No. 3, the Court was informed that the matter was still under negotiation between the Company and the Union, and at their request the Court adjourned the hearing on that demand for a later date, in order to give the parties sufficient time to consider the possibility of adjusting this demand as well. In view, however, of the fact that the agreement in regard to demands (1) and (2) was to take effect from April, 1959, the parties moved that the Court be pleased to make an interim award in respect of these two demands. We accede to this request and make award on the first and second matters in dispute in terms of the settlement arrived at between the parties as stated in paragraph 3 above.

This award will take effect from 1st April, 1959.

(Sgd.) S. J. C. SCHOEMAN,
(President).

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

(Sgd.) S. A. WIJAYATILAKE,
(Member).

Colombo, 26th March, 1959.

THE SOCIETIES ORDINANCE (CHAPTER 105)

BY virtue of the powers vested in me by section 3 (b) of the Societies Ordinance (Chapter 105), as modified by the Proclamation published in *Gazette Extraordinary* No. 9,773 of September 24, 1947, I, Richard Gothabaya Senanayake, Minister of Commerce and Trade, do by this notification authorize that the purpose for which the Society known as "MATUGAMA SOCIAL SERVICE SOCIETY LIMITED" has been formed is a purpose to which the powers and facilities of the Societies Ordinance (Chapter 105) has been extended by notification published in *Government Gazette* No. 10,703 of 13th August, 1954.

R. G. SENANAYAKE,
Minister of Commerce and Trade

Colombo, March 30, 1959.

FORM 4A

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-section (1) 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, 13th April, 1959.

SCHEDULE

Number and Date of Application	Name and Address of Applicant for Registration as a Citizen of Ceylon
O 5209—10.7.51	... Raman Narayanan, Dara Oya Estate, Hewaheta.
O 5800—17.6.51	... Suppan Sinniah, Allacolla Division, Gonapitiya Group, Kandapola.
O 5828—17.6.51	... Veloo Muthucaruppaie Pakkiam, Allacolla Division, Gonapitiya Group, Kandapola.
O 5830—17.6.51	... Marimuthu Thangavale, Allacolla Division, Gonapitiya Group, Kandapola.
O 5836—17.6.51	... Anayan Muthusamy, Allacolla Division, Gonapitiya Group, Kandapola.
O 5841—17.6.51	... Marimuthu Thylammal, Allacolla Division, Gonapitiya Group, Kandapola.
O 6576—17.6.51	... Palaniandy Karuppiyah, Gonapitiya Group, Kandapola.
O 6601—17.6.51	... Avaranam Mariaie, Gonapitiya Group, Kandapola.
O 6603—17.6.51	... Sellamuthu Kandan, Gonapitiya Group, Kandapola.
O 6615—17.6.51	... Suppiah Sivalingam, Gonapitiya Group, Kandapola.
O 6631—17.6.51	... Sellamuthu Govindan, Gonapitiya Group, Kandapola.
O 7545—28.7.51	... Bowie Vellasamy, Dunugalla Estate, Kumbalgamuwa.
O 8401—29.7.51	... Muthan Caruppen alias Kannaiah, Lawriston Division, Bramley Group, Kandapola.
O 8409—29.7.51	... Karuppaiah Suppiah, Lawriston Division, Bramley Group, Kandapola.
O 8458—29.7.51	... Karuppan Letchimie, ww/o Perumal Muthusamy, Lawriston Division, Bramley Group, Kandapola.
O 10208—25.7.51	... Meiyam Karuppiyah, Maha Uva Estate, Harasbedda.
O 10219—6.8.51	... Alagan Jebamalay, Maha Uva Estate, Harasbedda.
O 10222—6.8.51	... Sivalingam Veeriah, Maha Uva Estate, Harasbedda.
O 10234—6.8.51	... Anthony Jebamalay, Maha Uva Estate, Harasbedda.
F 5075/O—14.7.51	... Karuppaie, ww/o Arunasalam Arumugam, Lower Division, Hope Estate, Hewaheta.
R 4892/O—17.6.51	... Kadiravale Mariaie, Gonapitiya Group, Kandapola.
R 4901/O—17.6.51	... Suppiah Ramanathan, Gonapitiya Group, Kandapola.
N 8941/R—24.6.51	... Yegan Sockalingam, c/o Mr. P. M. M. Zahir, New Bazaar Street, Nuwara Eliya.

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, 18th April, 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
O 7719—29.7.51	... Ramalingam Nadeson, Liddesdale Estate, Halgranoya	Kasiamah (wife), Theivanai (daughter), Sivalingam (son), Theisivamonie (daughter), Jepamalai (daughter)
O 8182—29.7.51	... Adaikkan Ramasamy, Welakelle Division, Ellamulla Estate, Maturata	Mariaie (wife), Suppiah (son), Jayamony (daughter), Wijeletchumy (daughter)
O 8402—29.7.51	... Kathan Naghamuthu, Lawriston Division, Bramley Group, Kandapola	Kadiraie (wife), Kamalam (daughter), Kathaie (daughter), Charosa (daughter)
O 8438—29.7.51	... Sinnathambhy Palanimuthu, Bramley Estate, Kandapola	Karuppaie (wife)
O 8456—29.7.51	... Kullan Veerapathiran, Lawriston Division, Bramley Group, Kandapola	Ulagi (wife), Murugam alias Murugesu (son)
O 8468—29.7.51	... Sinnasamy Subramanian, Lawriston Division, Bramley Group, Kandapola	Veerae (wife), Vembiah (son), Jothiammal (daughter) Parvathy (daughter), Nadarajah (son)
O 8492—29.7.51	... Sellaiah Doraisamy, Lawriston Division, Bramley Group, Kandapola	Vembaie (wife), Sandanam (son), Palaniaie (daughter), Selvadurai (son), Rasiah (son), Kumarasamy (son), Sothimany (daughter)
O 8494—29.7.51	... Caruppan Valathayee, ww/o Sivaperumal Kathan, Lawriston Division, Bramley Group, Kandapola	Manickam (son), Thanghavelu (son), Parvathy (daughter)
O 9341—25.7.51	... Karuppan Veeran alias Muthu Veeran Maha Uva Estate, Harasbedda	Mariaie (wife), Sivanoo (daughter), Arambu (daughter)
O 9440—7.7.51	... Kathirveloo Vellasamy, St. Leonard's Estate, Halgranoya	Ammanie (wife), Visvanathan (son), Vijayaletchumie (daughter), Chandrasekeram (son), Thiyagarasa (son)
O 10044—25.7.51	... Arokkiam Ramaie, Maha Uva Estate, Harasbedda	Anthony (son)
O 10092—25.7.51	... Muthucaruppan Palaniandy, Maha Uva Estate, Harasbedda	Perianayagam (wife)
F 3941/O—23.6.51	... Cadiravel Ponnusamy, No. 2 Division, Rookwood Estate, Hewaheta	Sinnammah (wife), Suppiah (son), Jaiyamony (daughter), Kanneamma (daughter)
F 4221/O—23.6.51	... Perian Rackan, Eastland Estate, Hewaheta	Sellamma (wife), Saundaram (daughter), Thanaletchumy (daughter)
R 4846/O—17.6.51	... Suppiah Arumugam, Gonapitiya Group, Kandapola	Amirtham (wife), Sivaniah (son)
R 4894/O—17.6.51	... Adaikkan Suppiah, Gonapitiya Group, Kandapola	Letchumie alias Velaie (daughter), Valliammal alias Vallie (daughter)
R 5015/O—30.7.51	... Andiya Periyasamy Pillai, Alma Group, Kandapola	Sivapakkiam alias Sellammal (wife), Subramaniam (son), Rajaletchumie (daughter), Manonmanie alias Mahaletchumie (daughter)

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 the Schedule, registered as a citizen of Ceylon in the register of citizens kept under section 16 (1) (a) of the Act.

V. J. H. GUNASEKERA,

Acting Commissioner for the Registration of Indian and Pakistani Residents.

Colombo, April 13, 1959

SCHEDULE

I				II	
Particulars of Person Registered as a Citizen of Ceylon					
Name	Age	Sex	Address		
Sandanamarian, s/o Michael Nadar	.. 39	.. M	All of 230 1/4, 'D' Block, C. M. C. Lines, Prince of Wales Avenue, Grandpass, Colombo	}	March 28, 1959
Rosemary alias Rosamariamma	.. 32	.. F			
Maria Loordu Mikeliya	.. 13	.. F			
Mary Margaret	.. 9	.. F			
Maria Rosa	.. 5	.. F	All of Savernake Estate, Gampola	}	do.
Kayambo Chelliah	.. 43	.. M			
Irulaie	.. 33	.. F			
Kayambo	.. 19	.. M			
Bagawathy	.. 15	.. F			
Kammiah	.. 9	.. M			
Arumugam	.. 3	.. M	All of Harmony Division, Nayapane Estate, Pussellawa	}	do.
Vythilingam Mookapillai	.. 40	.. M			
Selumbaie	.. 21	.. F			
Thanapakiam	.. 7	.. F			
Jeyakoddy	.. 2	.. M			

I				II	
Particulars of Person Registered as a Citizen of Ceylon					
Name	Age	Sex	Address		
Kannusamy Somu Albert	58	M	All of Sogama Estate, Pussellawa	..	March 28, 1959
Savariammal	43	F			
Jebamale Marie	25	F			
Anthony Marie	21	F			
Elizabeth	19	F			
George Hendrick	16	M			
Violet Victoria	12	F			
John Alexander	10	M			
Francis Soloman	7	M			
Pathma	4	F			
Veeramuttu Iyancutti	46	M	All of Paragalla Estate, Nawalapitiya	..	do.
Ammavasie	36	F			
Periyasamy alias Sinno	18	M			
Selliah	16	M			
Sinnamma	14	F			
Angamma	12	F			
Thangamma	10	F			
Muttiah alias Balakrishnan	8	M			
Sankiah, s/o Ponnalagoo	30	M	All of Ambalawa Estate, Gampola	..	do.
Seethalechumy	27	F			
Periyamayagam	7	F			
Palaniandy Periasamy	40	M	All of Choughleigh Estate, Pussellawa	..	do.
Veerammah	31	F			
Maruthaie	10	F			
Rasamma	8	F			
Mariappen	5	M			
Palaniandy	2	M			
Selamparam Mari	41	M			
Letchumy	31	F	All of Paragalla Estate, L. D., Nawalapitiya	..	do.
Palaniandy	16	M			
Valliamma	14	F			
Mariaie	6	F			
Marimuthu	4	M			
Subramaniam Nagalingam	38	M			
Mariyathal	27	F			
Ahamed Lebbe Mohamed Davood	56	M	Both of Sinnakudiyiruppu, Kalpitiya	..	do.
Ahamed Lebbe	21	M			
Suprayen Muniyen	55	M	All of Raddegoda Division, Delwita Group, Rambodagalla	..	do.
Thaie	..	F			
Muniyathal	20	F			
Ramasamy	18	M			
Sandanam	14	M			
Poongavanam	9	F			
Muthusamy Sandanam	64	M			
Angamma	52	F	All of Raddagoda Division, Delwita Group, Rambodagalla	..	do.
Rajagopal	22	M			
Pappoo Anthony	36	M			
Manikkam	..	F	All of Raddagoda Division, Delwita Group, Rambodagalla	..	do.
Gnanamuthu	17	M			
Savariamma	12	F			
Kumarasamy Ponniah	59	M	All of Raddagoda Division, Delwita Group, Rambodagalla	..	do.
Meenachy	..	F			
Ramalingam	19	M			
Alagammah	13	F			
Valliammah	8	F			
Pakiyam Arunasalam	37	M	Both of Batalagoda Estate, Ibbagamuwa	..	do.
Sumanawathie	..	F			
Karuppan Vyyapuri	41	M	All of Panagamuwa Division, Delwita Group, Rambodagalla	..	do.
Velaie	..	F			
Santhanam	10	F			
Rengasamy Ramasamy	34	M	All of Muwankande Estate, Mawatagama	..	do.
Sinnapillai	20	F			
Kannadesan	5	M			
Rajeswari	2	F			
Aran Sinnacaruppan	43	M	All of Muwankande Estate, Mawatagama	..	do.
Marimuthu	14	M			
Murugesu	10	M			
Arulappan Sandanam	47	M	All of Notting Hill Group, Mawatagama	..	do.
Somalai	18	F			
Pichhakari	14	F			
Ayakkannu Shunmugam	47	M	All of Notting Hill Group, Mawatagama	..	do.
Nagu	..	F			
Rajamma	20	F			
Punjithu alias Letchumie	18	F			
Sivalingam	16	M			
Salatchy	14	F			
Sivasamy	12	M			
Durairaj	8	M			
Rengasamy Suppiah	49	M	All of Bandaragala Estate, Weuda, Kurunegala	..	do.
Kamatchy	42	F			
Meenachy	20	F			
Sokkalingam	17	M			
Ramalingam	12	M			
Nagalingam	9	M			
Dharmalingam	5	M			

I Particulars of Person Registered as a Citizen of Ceylon				II
Name	Age	Sex	Address	
Anthony Peduru Nadar ..	55	M	All of Ulhitiyawa Wennappuwa	.. March 28, 1959
Maria Parkia Nadathi ..	46	F		
Michael ..	24	M		
Ernestine Rita Nathal ..	21	F		
Jacob ..	13	M		
Pumani ..	11	F		
Theresa Nawamani ..	9	F		
Abraham ..	7	M		
Isaac ..	4	M		
Maruthai Pillai Kumarasamy alias Mala-			All of 65, Bazaar Street, Kurunegala	.. do.
kolundu ..	28	M		
Indraneel ..	20	F		
Puwaneswari ..	3	F		
Maheswari ..	2	F		
Velupillay Appusamy alias Velaudam ..	43	M	All of Lenawihara Estate, Dodangaslanda ..	do.
Pooranam alias Visalatchy ..	35	F		
Krishnavanie ..	16	F		
Cithrasenepillai ..	14	M		
Rasaletchimey ..	12	F		
Wijayaletchumy ..	8	F		
Selvaranee ..	9	F		
Ramalingam Pillai ..	6	M		
Jayanathanpillai alias Packiyathan-				
pillai ..	5	M		
Sinthamani Maradamuthu Weerappan ..	58	M	All of Periyabolagollai Estate, Waralagama	do.
Nallammal alias Parwathy ..	21	F		
Wisalachchi ..	19	F		
Ramasamy ..	11	M		
Rasiah Sellappan ..	70	M	Both of Sapumalkande Estate, Dehiowita ..	do.
Nallamma ..	61	F		
Karuppanna Pillai Sockalingam Pillai ..	44	M	All of Ratnagiri Estate, Ella	do.
Pappathie alias Dhanapackiam ..	38	F		
Ramalingam ..	12	M		
Santhiramathie ..	11	F		
Krishnamoorthy ..	9	M		
Dhanaletchimie ..	6	F		
Kamaladevi ..	4	F		
Koisanavani ..	3	F		
Rengan Subramaniam ..	37	M	All of Lower Division, Hingurugama Estate, Badulla	do.
Kadiraie ..	33	F		
Theivanie ..	11	F		
Shanmugam ..	8	M		
Valaithan Maree ..	28	M	Both of Hingurugama Estate, Badulla	do.
Kaliamma ..	22	F		
Veerappen Sivandan Muthiah Sitham-	32	M	All of Hingurugama Estate, Badulla	do.
baram ..				
Sakuntala ..	10	F		
Sivagnanasunderam alias Sivagnanam ..	4	M		
Vanaja ..	2	F		
Vythie Marimuthu ..	42	M	All of Moragolla Division, Unugalla Group, Hali-Ela	do.
Mariyaie ..	19	F		
Arumugam alias Munian ..	14	M		
Sellambaram ..	11	M		
Periyasamy Sangapillai ..	53	M	All of Moragolla Division, Unugalla Group, Hali-Ela	do.
Kandaie ..	46	F		
Periyasamy ..	25	M		
Thangaie alias Valliamma ..	16	F		
Palany alias Palaniappen ..	17	M		
Palaniandy ..	14	M		
P. Suppiah Thangaraj ..	36	M	All of Moragolla Division, Unugalla Group, Hali-Ela	do.
Packiam ..	26	F		
Mariaie ..	9	F		
Thevaraj ..	7	M		
Kogilam ..	5	F		
Poongothey ..	4	F		
Indirani ..	3	F		
Munian Annamalal ..	57	M		
Alamaelu ..	42	F		
Mariaie ..	19	F	All of Galboda Estate, Ratnapura	do.
Munisamy ..	17	M		
Kaliappan ..	11	M		
Soosay Muthu ..	30	M		
Valliammah ..	25	F	Both of Noragalla Estate, Nivitigala	do.

Miscellaneous Departmental Notices

CHANGE OF MANAGEMENT—K/MAHAWATTE SINHALESE MIXED SCHOOL

UNDER the provisions of section 31 of the Education Ordinance, No. 31 of 1939, it is hereby notified for general information that Mr. G. H. B. Ekanayake, Education Officer, Central Province, is temporarily appointed Manager of the

above school with effect from 7.4.59 in place of Mr. H. Prematillake W. Wijeyagunatillaka who ceased to be the Manager of the said school with effect from 7.4.59.

ASW 549.
Education Department,
Malay Street,
Colombo 2, April 9, 1959.

S. F. DE SILVA,
Director of Education.

KU/SIYAMBALAGAHAWETIYA S. M. SCHOOL

NOTICE is hereby given for the information of the General Public that the above school, situated at Siyambalagahawetiya in the Kurunegala District of the North-Western Province and under the management of the General Manager, Buddhist Academy of Ceylon, Mattegoda, Polgasowita, has been provisionally registered as a grant-aid school with effect from 1.7.57.

S. F. DE SILVA,
Director of Education.

ASJ 4784,
Education Department,
Malay Street,
Colombo 2, 4th April, 1959.

THE IRRIGATION ORDINANCE, No. 32 OF 1946

IT is hereby notified that I, Godfrey Prasad Tambayah, Government Agent, of the Colombo District in the Western Province, have by virtue of powers vested in me by section 15 (1) (a) of the Irrigation Ordinance, No. 32 of 1946, approved the resolution set out in the Schedule hereto.

G. P. TAMBAYAH,
Government Agent.

The Kachcheri,
Colombo, 18th February, 1958.

Schedule**RESOLUTION**

" This meeting of proprietors within the Irrigable Area of Padukka Nuge irrigation work in the Colombo District, Western Province, approve the scheme relating to that irrigation work prepared under Part V of the Irrigation Ordinance, No. 32 of 1946."

THE IRRIGATION ORDINANCE, No. 32 OF 1946

IT is hereby notified that I, Donald Martines Anthonisz Speldewinde, Government Agent of the Vavuniya District in the Northern Province, have by virtue of powers vested in me by section 15 (1) (a) of the Irrigation Ordinance, No. 32 of 1946, approved the resolution set out in the Schedule hereto.

D. M. A. SPELDEWINDR,
Government Agent.

The Kachcheri,
Vavuniya, 29.12.1958.

Schedule**RESOLUTION**

" This meeting of proprietors within the irrigable area of Kombuvaitakulam irrigation work in the Vavuniya District, Northern Province, approve the scheme relating to that irrigation work prepared under Part V of the Irrigation Ordinance, No. 32 of 1946."

THE IRRIGATION ORDINANCE, No. 32 OF 1946

IT is hereby notified that I, Anton Rothwel Mc Heyzer, Government Agent of the Trincomalee District in the Eastern Province, have by virtue of powers vested in me by section 15 (1) (a) of the Irrigation Ordinance, No. 32 of 1946, approved the resolution set out in the Schedule hereto.

A. R. MC HEYZER,
Government Agent.

The Kachcheri,
Trincomalee, 3.3.1959.

Schedule**RESOLUTION**

" This meeting of proprietors within the irrigation area of Pallachenai irrigation work in the Trincomalee District, Eastern Province, approve the scheme relating to that irrigation work prepared under Part V of the Irrigation Ordinance, No. 32 of 1946."

THE IRRIGATION ORDINANCE, No. 32 OF 1946

IT is hereby notified that I, Anton Rothwel Mc Heyzer, Government Agent of the Trincomalee District in the Eastern Province, have by virtue of powers vested in me by section 15 (1) (a) of the Irrigation Ordinance, No. 32 of 1946, approved the resolution set out in the Schedule hereto.

A. R. MC HEYZER,
Government Agent.

The Kachcheri,
Trincomalee, 3.2.1959.

Schedule**RESOLUTION**

" This meeting of proprietors within the irrigation area of Kandamala Wewa irrigation work in the Trincomalee District, Eastern Province, approve the scheme relating to that irrigation work prepared under Part V of the Irrigation Ordinance, No. 32 of 1946."

THE IRRIGATION ORDINANCE, No. 32 OF 1946

IT is hereby notified that I, Anton Rothwel Mc Heyzer, Government Agent of the Trincomalee District in the Eastern Province have by virtue of powers vested in me by section 15 (1) (a) of the Irrigation Ordinance, No. 32 of 1946, approved the resolution set out in the Schedule hereto.

A. R. MC HEYZER,
Government Agent.

The Kachcheri,
Trincomalee, 12.3.1959.

Schedule**RESOLUTION**

" This meeting of proprietors within the irrigable area of Vannathikulam irrigation work in the Trincomalee District, Eastern Province, approve the scheme relating to that irrigation work prepared under Part V of the Irrigation Ordinance, No. 32 of 1946."

THE IRRIGATION ORDINANCE, No. 32 OF 1946

IT is hereby notified that I, Anthony Lloyd Perera, Government Agent of the Kurunegala District in the North-Western Province, have by virtue of powers vested in me by section 15 (1) (a) of the Irrigation Ordinance, No. 32 of 1946, approved the resolution set out in the Schedule hereto.

A. L. PERERA,
Government Agent.

The Kachcheri,
Kurunegala, 20.6.58.

Schedule**RESOLUTION**

" This meeting of proprietors within the irrigable area of Galkissa Bemma irrigation work in the Kurunegala District, North-Western Province, approve the scheme relating to that irrigation work prepared under Part V of the Irrigation Ordinance, No. 32 of 1946."

THE IRRIGATION ORDINANCE, No. 32 OF 1946

IT is hereby notified that I, Lionel Barcroft Abeyaratne, Government Agent of the Ratnapura District in the Sabaragamuwa Province, have by virtue of powers vested in me by section 15 (1) (a) of the Irrigation Ordinance, No. 32 of 1946, approved the resolution set out in the Schedule hereto.

L. P. ABEYARATNE,
Government Agent.

The Kachcheri,
Ratnapura, 15th July, 1957.

Schedule**RESOLUTION**

" This meeting of proprietors within the irrigable area of Damme Owita irrigation work in the Ratnapura District, Sabaragamuwa Province, approve the scheme relating to that irrigation work prepared under Part V of the Irrigation Ordinance, No. 32 of 1946."

NOTICE UNDER SECTION 63 OF THE AGRICULTURAL AND INDUSTRIAL CREDIT CORPORATION ORDINANCE, No. 19 OF 1943

TO Mrs. Dona Cecilia Jayawardene, legal representative of the estate of Mr. Don Peneris Samarasinghe Gunasekera (deceased), Wepothira, Hakmana.

It is hereby notified that the following resolution under section 70 was unanimously passed by the Board of Directors of the Corporation on January 20, 1959:—

“Whereas Don Peneris Samarasinghe Gunasekera of Wepothira in Hakmana in the District of Matara (now deceased) executed bond No. 1072 dated December 20, 1949, attested by H. Samaraweera of Matara, Notary Public, in favour of the Agricultural and Industrial Credit Corporation of Ceylon and mortgaged to the said Corporation the property and premises in the schedule hereto described:

And whereas the said Don Peneris Samarasinghe Gunasekera died intestate on or about the 8th day of March 1958, and an application was duly made by the Agricultural and Industrial Credit Corporation of Ceylon to the District Court of Colombo in proceedings No. 2739/CG of the said Court for the appointment of a legal representative over the estate of the deceased under the provisions of section 71 subsection 2 of the Agricultural and Industrial Credit Corporation Ordinance, No. 19 of 1943:

And whereas by an order of the said Court Dona Cecilia Jayawardene of Wepothira in Hakmana was duly appointed legal representative over the estate of the deceased:

And whereas the said Dona Cecilia Jayawardene legal representative of the estate of Don Peneris Samarasinghe Gunasekera (deceased) has made default in the payment of the instalments due on the said bond No. 1072 dated December 20, 1949, attested by M. Samaraweera, Notary Public, Matara, in favour of the Agricultural and Industrial Credit Corporation of Ceylon and there is now due and owing to the Corporation a sum of rupees three thousand four hundred and seventeen and thirty eight cents (Rs. 3,417/38) on the said bond; the Board of Directors of the Agricultural and Industrial Credit Corporation of Ceylon under powers vested in them by the above-mentioned Ordinance No. 19 of 1943, do hereby resolve that the property and premises mortgaged to the said Corporation by the said bond No. 1072 be sold by public auction by D. G. Ratnapala, Licensed Auctioneer of Galle, for the recovery of the said sum of rupees three thousand four hundred and seventeen and thirty eight cents (Rs. 3,417/38) with further interest on the principal sum of rupees three thousand and thirty one and eighty-four cents (Rs. 3,031/84) at six per centum (6%) per annum from January 21, 1959, to date of sale and costs of sale.”

Schedule of Property Mortgaged

1. An allotment of land called Emityahena situated at Kebiliyapola in the Kandeoda Pattuwa in the District of Matara and containing in extent (exclusive of the water course passing through the land) three acres one rood and five perches (3A. 1R. 05P) according to Title Plan No. 167524—registered under title E 161/131 in the Matara District Land Registry.
2. An allotment of land called Narangahahena situated at Kebiliyapola aforesaid and containing in extent two acres two roods and twenty-seven perches (2A. 3R. 27P.) according to Title Plan No. 173654—registered under title E 63/354 in the Matara District Land Registry.
3. An allotment of Land called Kehelwattahena situated at Kebiliyapola aforesaid and containing in extent three acres one rood and fifteen perches (3A. 1R. 15P.) according to Title Plan No. 182483—registered under title E 169/124 in the Matara District Land Registry.
4. An allotment of land called Kehelwattahena situated at Kebiliyapola aforesaid and containing in extent one acre and thirty-two perches (1A. 0R. 32P.) according to Title Plan No. 182432—registered under title E 63/352 in the Matara District Land Registry.
5. An allotment of land called Kendakitiyehena together with a tiled house standing thereon situated in the village Kebiliyapola aforesaid and containing in extent two acres three roods and eleven perches (2A. 3R. 11P.) according to Title Plan No. 173669—registered under title E 119/184 in the Matara District Land Registry.
6. An allotment of land called Liyanage Kamarangahahena situated in the village Kebiliyapola aforesaid and containing in extent (exclusive of the path and reservation on either side of it passing through the land) four acres and twenty-nine perches (4A. 0R. 29P) according to Title Plan No. 173655—registered under title E 169/61 in the Matara District Land Registry.

H. S. F. GOONEWARDENA,
General Manager.

Colombo, April 8, 1959.

RESOLUTION UNDER SECTION 70 OF THE AGRICULTURAL AND INDUSTRIAL CREDIT CORPORATION ORDINANCE, No. 19 OF 1943

IT is hereby notified that the following resolution was unanimously passed by the Board of Directors of the Corporation on March 11, 1959:—

“Whereas Swami Matheas and Joseph Lucas both of No. 5, Main Street, Batticaloa, in the District of Batticaloa, have made default in the payments due on bond No. 476 dated November 14, 1956, and attested by W. K. Devanayagam, Notary Public of Batticaloa, in favour of the Agricultural and Industrial Credit Corporation of Ceylon and there is now due and owing to the Corporation a sum of rupees one thousand seven hundred and five and ninety-two cents (Rs. 1,705.92) on the said bond, the Board of Directors of the Agricultural and Industrial Credit Corporation of Ceylon under the powers vested in them by the Agricultural and Industrial Credit Corporation Ordinance No. 19 of 1943, do hereby resolve that the property and premises mortgaged to the said Corporation by the said bond No. 476 be sold by public auction by S. A. Selvanayagam, Licensed Auctioneer of Batticaloa, for the recovery of the said sum of rupees one thousand seven hundred and five and ninety-two (Rs. 1,705.92) with further interest on the principal sum of rupees one thousand five hundred (Rs. 1,500) at six and half per centum (6½ per cent) per annum from March 12, 1959, to date of sale and costs of sale.”

Description of Properties Mortgaged

1. Allotment of land called Gampagvilipoomy (Lot 911) with buildings thereon situated at Karaveddi in Mamunai Pattu in the District of Batticaloa and containing in extent three acres one rood and twelve perches (3A. 1R. 12P.) as per Title Plan No. 61268.
2. Allotment of land called Lot 5134 with buildings thereon situated at Karaveddi aforesaid and containing in extent one acre one rood and ten perches (1A. 1R. 10P.) as per Title Plan No. 84267.
3. Leasehold interest in the allotment of land called Kannan-kadu with buildings thereon situated at Karaveddi aforesaid and containing in extent two acres one rood and seven perches (2A. 1R. 7P.) as per Lease Plan No. 3970.

H. S. F. GOONEWARDENA,
General Manager.

Colombo, April 9, 1959.

RESOLUTION UNDER SECTION 70 OF THE AGRICULTURAL AND INDUSTRIAL CREDIT CORPORATION ORDINANCE, No. 19 OF 1943

IT is hereby notified that the following resolution was unanimously passed by the Board of Directors of the Corporation on February 11, 1959:—

“Whereas Thomas Wickremasinghe of Weliveriya, Gampaha, in the District of Colombo, has made default in the payments due on bond No. 7723 dated December 30, 1951, and attested by W. J. Sarasinghe, Notary Public of Matara, in favour of the Agricultural and Industrial Credit Corporation of Ceylon and there is now due and owing to the Corporation a sum of rupees one thousand five hundred and ninety-three and cents fifty-one (Rs. 1,593.51) on the said bond, the Board of Directors of the Agricultural and Industrial Credit Corporation of Ceylon under the powers vested in them by the Agricultural and Industrial Credit Corporation Ordinance, No. 19 of 1943, do hereby resolve that the property and premises mortgaged to the said Corporation by the said bond No. 7723 be sold by public auction by A. Balasuriya, Licensed Auctioneer of Matara, for the recovery of the said sum of rupees one thousand five hundred and ninety-three and fifty-one cents (Rs. 1,593.51) with further interest on the principal sum of rupees one thousand five hundred and nine and cents eleven (Rs. 1,509.11) at six and a half per centum (6½ per cent.) per annum from February 12, 1959, to date of sale and costs of sale.”

Description of Property Mortgaged

Land called and known as Bogahahena situated at Kirinde in the Gangaboda Pattu in the District of Matara and containing in extent five acres and thirty-nine perches (5A. 0R. 39P.) according to Title Plan No. 168675.

H. S. F. GOONEWARDENA,
General Manager.

Colombo, April 9, 1959.

THE COMPANIES ORDINANCE, No. 51 OF 1938**Notice under Section 277 (5) To Strike Off Weragoda Brothers Limited**

WHEREAS there is reasonable cause to believe that Weragoda Brothers Limited, a company incorporated on 31st July, 1952, under the provisions of the Companies Ordinance, No. 51 of 1938, is not carrying on business or in operation:

And whereas notice dated 27.12.1958, was published in the *Ceylon Government Gazette* No. 11,633 of 2.1.1959, that the name of Weragoda Brothers Limited, would at the expiration of three months from that date, be struck off the register unless cause was shown to the contrary:

And whereas Weragoda Brothers Limited has not shown cause to the contrary within the period of three months aforesaid:

Now therefore, I, Walter Mahesa Sellayah, Registrar of Companies, acting under section 277 (5) of the Companies Ordinance, No. 51 of 1938, do by this notice declare that Weragoda Brothers Limited, was this day struck off the Register of Companies and the said Company is dissolved.

W. M. SELLAYAH,
Registrar of Companies.

Department of the Registrar of Companies,
Colombo 1, April 6, 1959.

ELECTION OF A MEMBER TO THE CEYLON MEDICAL COUNCIL UNDER SECTION 15 (1) (b)**Notice to the Teachers of the Faculty of Medicine**

AN election will be held under section 15 (1) (b) of the Medical Ordinance—ONE MEMBER to be elected by the TEACHERS OF THE FACULTY OF MEDICINE.

Nomination Papers must be signed by 5 or more Teachers of the Faculty of Medicine, and sent to the RETURNING OFFICER, CEYLON MEDICAL COUNCIL, KYNSEY ROAD, COLOMBO 8, and received by him before 2 p.m. on 30th APRIL, 1959.

Voting papers and instructions for voting will be issued to electors in due course, if necessary. The sitting member is eligible for re-election.

D. A. RANASINGHE,
Acting Registrar, Ceylon Medical Council.
Colombo 8, April 8, 1959.

NOTICE

NOTICE is hereby given that the area declared infected in Opalgala Wasama in the Divisional Revenue Officer's Division of Matale East in Matale District of the Central Province, in accordance with the provisions of the Contagious Diseases (Animals) Ordinance (Amendment) Act, No. 33 of 1957, section 4, sub-section 1 (Chapter 327) and proclaimed in *Government Gazette* No. 11,699 of 13th March, 1959, is free of Haemorrhagic Septicæmia disease and is no longer an "INFECTED AREA".

This declaration shall take effect from the date hereof.

ARYADASA AMARASINGHE,
Chief Government Veterinary Surgeon.

Office of the Chief Government Veterinary Surgeon,
Peradeniya, 1st April, 1959.

NOTICE

NOTICE is hereby given that the area declared infected in Ehelapola Wasama in the Divisional Revenue Officer's Division of Matale North in Matale District of the Central Province, in accordance with the provisions of the Contagious Diseases (Animals) Ordinance (Amendment) Act, No. 33 of 1957, section 4, sub-section 1 (Chapter 327) and proclaimed in *Government Gazette* No. 11,699 of 13th March, 1959, is free of Haemorrhagic Septicæmia disease and is no longer an "INFECTED AREA".

This declaration shall take effect from the date hereof.

ARYADASA AMARASINGHE,
Chief Government Veterinary Surgeon.

Office of the Chief Government Veterinary Surgeon,
Peradeniya, 2nd April, 1959.

NOTICE

NOTICE is hereby given that the area declared infected 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, in accordance with the provisions of the Contagious Diseases (Animals) Ordinance (Amendment) Act, No. 33 of 1957, section 4, sub-section 1 (Chapter 327) and proclaimed in *Government Gazette* No. 11,680 of 27th February, 1959, is free of Haemorrhagic Septicæmia disease and is no longer an "INFECTED AREA".

This declaration shall take effect from the date hereof.

ARYADASA AMARASINGHE,
Chief Government Veterinary Surgeon.

Office of the Chief Government Veterinary Surgeon,
Peradeniya, 1st April, 1959.

NOTICE

NOTICE is hereby given that the area declared infected in Karawita 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, in accordance with the provisions of the Contagious Diseases (Animals) Ordinance (Amendment) Act, No. 33 of 1957, section 4, sub-section 1 (Chapter 327) and proclaimed in *Government Gazette* No. 11,680 of 27th February, 1959, is free of Haemorrhagic Septicæmia disease and is no longer an "INFECTED AREA".

This declaration shall take effect from the date hereof.

ARYADASA AMARASINGHE,
Chief Government Veterinary Surgeon.

Office of the Chief Government Veterinary Surgeon,
Peradeniya, 1st April, 1959.

PROCLAMATION

No. RM. 328.

I, Wickramasinghe Pathirana, Government Agent, Batticaloa District, in terms of sub-section (1) of section 11 of the Rabies Ordinance (Chapter 333), do hereby proclaim The Divisional Revenue Officer's Division of Eravurpattu, excluding the Town Council area of Eravur, as an area within which there is danger of rabies.

2. Any dog found in any public place or road, or any place other than a private building, compound or garden within the above proclaimed area, and not being tied up or led is liable to be destroyed in terms of section 11 (2) of the Rabies Ordinance (Chapter 333).

W. PATHIRANA,
Government Agent,
The Kachcheri,
Batticaloa, April 3, 1959.

CEYLON GOVERNMENT RAILWAY**Level Crossing Repairs**

THE Level Crossing at 26 miles 29 chains 30 links, Coast Line, between Kalutara North and Kalutara South Railway Stations, on the Sri Sumangala Road North, will be closed as shown below for vehicular traffic on 21st, 22nd and 23rd April, 1959, for effecting repairs.

On 21.4.59—From 6 p.m. to 8 p.m.—Closed partially
From 8 p.m. to 12 midnight—Closed totally

On 22.4.59—From 6 p.m. to 8 p.m.—Closed partially
From 8 p.m. to 6 a.m. on 23.4.59—Closed totally

During the period of total closure traffic should proceed through Sri Sumangala Road South.

N. A. VAITIALINGAM,
for General Manager, C.G.R.

P. O. Box 355,
Colombo, 11th April, 1959.

CEYLON GOVERNMENT RAILWAY**Level Crossing Repairs**

THE level crossing at 181 miles 05 chains, Trincomalee Line, between China Bay and Trincomalee Railway Stations on the P. W. Road from Batticaloa to Trincomalee at 79 1/2 miles will be partially closed for vehicular traffic from 6.0 p.m. to 8.0 p.m. on Saturday, 18.4.59 and totally closed from 9.0 p.m. on Saturday, 18.4.59 to 6.0 a.m. on Sunday, 19.4.59 for effecting repairs.

During the above period traffic will be diverted over a temporary level crossing provided at site.

N. A. VAITIALINGAM,
for General Manager, C. G. R.

P. O. Box 355,
Colombo, March 31, 1959.

PUBLIC WORKS DEPARTMENT

CULVERT No. 3/10 on Morontota—Arandara Road will be closed to all vehicular traffic for a further period of five weeks from 24.3.59, for completion of repairs. The alternative approach road will be through turn off on 5th mile, Galigamuwa—Ruanwella Road.

A. C. PERERA,
for Director of Public Works.

Public Works Office,
Colombo 1, April 4, 1959.

NOTICE

NOTICE is hereby given that the Resthouse, Aluthnuwara, will be closed to the general public from 15.4.1959 to 30.4.1959, both days inclusive, as additions and improvements will be effected to the Resthouse during this period.

B. P. V. A. J. P. SENARATNE,
Government Agent, Badulla District.

The Kachcheri,
Badulla, April 6, 1959.

NOTICE

IT is hereby notified that in view of the Public Holiday on Friday, May 1, 1959, the *Ceylon Government Gazette* will be published on Thursday, April 30, 1959, and all Notices and Advertisements for publication therein should reach the Government Press not later than 4 p.m. on Monday, April 27, 1959.

Government Press,
Colombo, April 9, 1959.

BERNARD de SILVA,
Government Printer.