

ලංකා රජයේ ගැසට් පත්‍රය

THE CEYLON GOVERNMENT GAZETTE

අංක 13,179 — 1962 ජූනි 22 වැනි සිකුරාදා — 1962.6.22

No. 13,179 — FRIDAY, JUNE 22, 1962

(Published by Authority)

PART I: SECTION (I)—GENERAL

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

	PAGE		PAGE
Proclamations by the Governor-General ..	—	Price Orders ..	—
Appointments, &c., by the Governor-General ..	1677	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 ..	1678	Revenue and Expenditure Returns ..	1703
Other Appointments, &c. ..	1679	Miscellaneous Departmental Notices ..	1703
Appointments, &c., of Registrars ..	—	Notice to Mariners ..	—
Government Notifications ..	1679	"Excise Ordinance" Notices ..	1707

Note.—(1) Census of Agriculture Rules for 1962, is published as a Supplement to Part I, Sec. I of this issue.

(2) Coconut Products (Amendment) Act, No. 20 of 1962, Muslim Mosques and Charitable Trusts or Wakfs (Amendment) Act, No. 21 of 1962, Licensing of Traders (Amendment) Act, No. 22 of 1962, Control of Prices (Amendment) Act, No. 23 of 1962, Maternity Benefits (Amendment) Act, No. 24 of 1962, Control of Insurance Act, No. 25 of 1962, Tea Control (Amendment) Act, No. 26 of 1962, Wages Boards (Amendment) Act, No. 27 of 1962, Shop and Office Employees (Regulation of Employment and Remuneration) (Amendment) Act, No. 28 of 1962, and Appeals (Privy Council) Amendment Act, No. 29 of 1962, are published as Supplements, to Part II of this issue.

Appointments, &c., by the Governor-General

No. 247 of 1962

D. I/Rect/25.

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

To be Lieutenant with effect from January 22, 1962—
 Second-Lieutenant HEEBATHUL CAREEM ZAVAHIR, C.A.M.
 Second-Lieutenant ANDREW RATNAYAKE, C.A.
 Second-Lieutenant ABAYASINGHE HETTIGE UPALI NOEL WEERAKOON, C.A.
 Second-Lieutenant JOHN BALARAJAN FRANCOIS, C.A.C.

To be Lieutenant with effect from March 1, 1962—
 Second-Lieutenant ANTHONY PIYARATNE ABAYASENA, C.A.

By His Excellency's command,

N. Q. DIAS,
 Permanent Secretary,

Ministry of Defence and External Affairs.

Colombo, June 7, 1962.

6-199

No. 248 of 1962

No. DI/Rect/43.

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

To be Lieutenants with effect from March 23, 1962—
 Second Lieutenant HEEBATH MUDIYANSELAGEDERA WIJERATNE BANDA, C.L.I.
 Second Lieutenant WIJERATNE HALANGODA, C.S.R.

To be Lieutenants with effect from April 1, 1962—
 Second Lieutenant PADUKKAGE NIHAL BRUYANT DENHAM WIJESENA, C.S.R.
 Second Lieutenant DEVAGE ALIAS KATHIRIARACHCHIGE DON LIONEL, C.A.G.S.C.

By His Excellency's command,

N. Q. DIAS,
 Permanent Secretary,

Ministry of Defence and External Affairs.

Colombo, June 13, 1962.

6-1935

No. 249 of 1962

No. D/VF/MISC/111.

ARMY—REGULAR FORCE—CESSATION OF SECONDMENT AND RETIREMENT APPROVED BY HIS EXCELLENCY THE GOVERNOR-GENERAL

The undermentioned officer ceases to be seconded for service with the Regular Force, and retires with effect from June 9, 1962—

Captain GEORGE WILSON JOHN, E.D., C.L.I.

By His Excellency's command,

N. Q. DIAS,
 Permanent Secretary,
 Ministry of Defence and External Affairs.

Colombo, 13th June, 1962.

6-101

No. 250 of 1962

No. D33/Rect.

ROYAL CEYLON AIR FORCE—PROMOTIONS APPROVED BY HIS EXCELLENCY THE GOVERNOR-GENERAL

To be Temporary Wing Commander with effect from 1st July, 1962—

Squadron Leader WIJETUNGE MUDIYANSELAGE KARUNATILAKE WIJETUNGE—01017—Medical.

To be Squadron Leaders with effect from 1st July, 1962—

Temporary Squadron Leader SUVANATH NISSANKE SAMARASINGHE—01005—Admin.

Temporary Squadron Leader KATHIRITHAMBY SINGARAVELU SHANMUGARATNAM—01016—Admin. (Education).

To be Temporary Squadron Leaders with effect from 1st July, 1962—

Flight-Lieutenant WELLARATCHIGE DON HAROLD SIVATHIPALA WIJESINGHE GOONETILLEKE—01035—GD/P.

Flight-Lieutenant SIRIYANANDA GOONESINGHE—01083—Dental.

Flight-Lieutenant MOHAMED SAMEEM HAROOF—01086—Air Field Construction.

By His Excellency's command,

N. Q. DIAS,
 Permanent Secretary,

Ministry of Defence and External Affairs.

Colombo, 12th June, 1962.

6-1970/2

Appointments, &c., by the Judicial Service Commission

No. 251 of 1962

SUMMARY OF APPOINTMENTS MADE BY THE JUDICIAL SERVICE COMMISSION

Name of Officer	New Appointment	Effective Date of New Appointment	Remarks
Mr. S. S. KULATILLEKE ✓	Additional Magistrate, etc., Gampaha	From 7th July, 1962, to hear till completion M. C. Gampaha, Case 63904/A	In addition to his other duties
Mr. V. M. CUMARASWAMY ✓	Additional District Judge, etc., Point Pedro	From 7th June, 1962, till judgment is delivered in D. C., Chavakachcheri, Case 2207 and C. R., Chavakachcheri, Case 1313, from 8th June, 1962, till judgment is delivered in D. C., Point Pedro Case 7000 and from 15th June, 1962, to hear till completion D. C. Point Pedro Case 6838	In addition to his other duties
Mr. V. M. CUMARASWAMY ✓	Additional Magistrate, etc., Point Pedro	From 8th June, 1962, till order is delivered in M. C., Kili-nochchy Case 3248	In addition to his other duties
Mr. T. J. RAJARATNAM ✓	Magistrate, etc., Kegalla	From 10th June, 1962	Until further orders
Mr. L. SAMARATUNGA ✓	Additional District Judge, Badulla	From 13th August, 1962, to hear till completion D. C., Badulla Case L 1654	In addition to his other duties
Mr. D. S. NETHSINGHE ✓	Additional Magistrate, etc., Chilaw and Puttalam	From 10th June, 1962	Until further orders
Mr. D. S. NETHSINGHE ✓	Additional Magistrate, etc., Kegalla	From 12th June, 1962, till sentence is delivered in M. C., Kegalla. Cases 35525, 38215 and 41525	In addition to his other duties
Mr. J. SENATHIRAJAH ✓	Additional Magistrate, Kandy, at Matale, etc.	From 14th July, 1962, to hear till completion M. C., Matale, Case 12861/M	In addition to his other duties
Mr. S. JOKANATHAN ✓	An officer in the Ceylon Judicial Service, to be a Supernumerary Officer and to be Additional Magistrate, etc., Kurunegala, at Kanadulla	From 11th June, 1962	Until further orders
Mr. B. R. SILVA ✓	An officer in the Ceylon Judicial Service and to be Additional Magistrate, etc., Colombo	From 11th June, 1962	Until further orders
Mr. K. V. SWARNADHIPATHI ✓	An officer in the Ceylon Judicial Service, to be a Supernumerary Officer and to be Additional Magistrate, etc., Matara	From 11th June, 1962	Until further orders
Mr. W. DE SILVA ✓	Additional Magistrate, etc., Kalutara	15th to 18th June, 1962	During absence of Mr. S. J. M. G. S. MUDANNAYAKE
Mr. T. J. C. PEIRIS ✓	Additional Magistrate, etc., Panadura	16th to 19th June, 1962	During absence of Mr. A. W. GUNARATNE
Mr. J. N. C. TIRUCHELVAM ✓	Additional Municipal Magistrate, etc., Colombo	From 16th June, 1962, to hear till completion M. C., Colombo, Case 67845	—
Mr. T. P. C. CARRON ✓	Additional Magistrate, etc., Negombo	From 30th July, 1962, to hear till completion, M.C., Negombo Case 2133/K	—
Mr. C. H. UDALAGAMA ✓	Additional Magistrate, etc., Kegalla	13th to 18th June, 1962	During absence of Mr. T. J. RAJARATNAM
Mr. T. MUTTUSAMPILLAI ✓	Acting District Judge, etc., Jaffna	From 14th June, 1962	Until resumption of duties by Mr. O. L. DE KRETZER
Mr. C. L. DE SILVA ✓	Additional Magistrate, etc., Balapitiya	13th to 16th June, 1962	During absence of Mr. D. E. DHARMASEKERA
Mr. S. ILAYATHAMBY ✓	Additional Magistrate, etc., Jaffna at Mullakam	15th to 27th June, 1962	During absence of Mr. W. D. THAMOTHERAM
Mr. A. M. I. GUNARATNE ✓	Additional District Judge, Kandy, at Gampola, etc.	13th to 18th June, 1962	During absence of Mr. K. D. O. S. M. SENEVIRATNE
Mr. M. T. T. DE S. AMARASEKERA ✓	Acting President, Rural Court, Bentota-Walallawiti Korale, etc.	14th June, 1962	During absence of Mr. D. D. VITARANA
Mr. C. RASIAH ✓	Acting President, Rural Court, Valikamam North, etc.	21st June, 1962	During absence of Mr. R. PARAMAKURU
Mr. V. P. ABEYWICKREMA ✓	Additional President, Rural Court, Udukinda-Wellawaya	27th June, 1962, to hear R. C., Welimada I.R.R. Case 1058	—
Mr. V. P. ABEYWICKREMA ✓	Acting President, Rural Court, Wellessa-Bintenne, etc.	15th and 18th to 20th June, 1962	During absence of Mr. D. B. ELLEPOLA on other duties

Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, 14th June, 1962.

N. A. DE S. WIJESSEKERA,
Secretary,
Judicial Service Commission.

Other Appointments, &c.

No. 254 of 1962

No. D33/Rect.

No. 252 of 1962

APPOINTMENTS BY THE HONOURABLE MINISTER OF JUSTICE

Inquirers under Section 120 of the Criminal Procedure Code (Cap. 20)

No. INQ/L. 4/2/62.

(1) Mr. U. M. N. HEENBANDARA, to act as Inquirer from Matale Undugoda Pallesiya Pattu, Matale District, from the 29th May, 1962, until the resumption of duties by Mr. W. M. SENEVIRATNE.

No. INQ/L.4/3/61.

(2) Mr. D. K. PANDITHARATNE, to act as Inquirer for Matale South and East Division, Matale District, from the 1st June, 1962, until the resumption of duties by Mr. T. WIMALASINHA.

No. INQ/L. 9/1./62.

(3) Mr. A. ELIYATHAMBY, to act as Inquirer for Uduvil, Jaffna District, with effect from the 29th March, 1962, until the resumption of duties by Mr. P. R. RAJENDRA.

No. INQ/L.9/1/57.

(4) Mr. N. SELVADURAI, to act as Inquirer for Kayts Analaitivu-Eluwativu, Divisions, Jaffna District, from the 13th May, 1962, until the resumption of duties by Mr. K. VYTHIALINGAM.

No. INQ/L.11/1/59.

(5) Mr. K. K. MAPILAMARIKKAR, to act as Inquirer for Irūk-kulampiddy, Mannar District, from the 21st May, 1962, until the resumption of duties by Mr. K. K. S. HABEESUMOHAMED.

No. INQ/L.11/1/61.

(6) Mr. N. A. MOHAMUD, to act as inquirer for Moosali North Division, Mannar District, from the 22nd April, 1962, until the resumption of duties by Mr. N. M. AHAMED LEVVAI.

No. INQ/L. 18/1/57.

(7) Mr. H. H. N. SILVA, to act as Inquirer for Dehiwina Palatha, Badulla District, from the 16th May, 1962, until the resumption of duties by Mr. R. B. MULLEGAMA.

No. INQ/L. 14/1/62.

(8) H. M. HEEN BANDA, to act as Inquirer for Divi Gandaha Korale, Kurunegala District, from the 10th May, 1962, until the resumption of duties by Mr. J. M. DINGIRIBANDA.

No. INQ/L. 14/3/59.

(9) Mr. T. M. DINGIRIBANDA, to act as Inquirer for Girathalana Korale, Kurunegala District, from the 17th May, 1962, until the resumption of duties by Mr. WANNITHILAKA.

No. AI, 14/1/54.

(10) Mr. R. M. UKKUBANDA, to be Inquirer for Devamedi Hat Pattu, Udukaha Korale, Kurunegala District, from the 5th June, 1962.

No. 253 of 1962

APPOINTMENTS BY THE HONOURABLE MINISTER OF JUSTICE

Justices of the Peace

(1) Mr. R. A. S. GUNAWARDENA, to be a Justice of the Peace for the Judicial District of Gampaha.

(2) Mr. D. T. HETTIARACHCHY, to be a Justice of the Peace for the Judicial District of Tangalla.

(3) Mr. W. P. F. CHANDRARATNE, to be Justice of the Peace for the Judicial District of Kandy.

(4) Mr. R. WIJAYA DHARMADASA, to be a Justice of the Peace for the Judicial District of Colombo.

(5) Mr. H. M. APPUHAMY, to be a Justice of the Peace for the Judicial District of Kurunegala.

G. P. A. SILVA,
Acting Permanent Secretary to the
Ministry of Justice.

Ministry of Justice,
Colombo, 18th June, 1962.

6-1037

A 2

ROYAL CEYLON AIR FORCE—PROMOTIONS

To be Flight-Lieutenants with effect from 1st July, 1962—

Flying Officer JOSEPH VICTOR FONSEKA ABAYAKOON—01067—Operations (Air).

Flying Officer JOSEPH TIMOTHY REX FERNANDO—01066—Admin.

Flying Officer ALFONSUS BRENDAN SOSA—01073—Admin. (Regiment).

N. Q. DIAS,
Permanent Secretary,
Ministry of Defence and External Affairs.

Colombo, 12th June, 1962.

6-979/1

Government Notifications

L. D.—B. 13/61.

**THE TEMPORARY RESIDENCE TAX ACT,
No. 36 OF 1961**

ORDER made by the Minister of Defence and External Affairs under section 3 (1) (ix) of the Temporary Residence Tax Act, No. 36 of 1961.

SIRIMA R. D. BANDARANAIKE,
Minister of Defence and External Affairs.

Colombo, 9th June, 1962.

Order

1. Any technician, whose services are utilised in connection with any development project sponsored by the Government, and the spouse and every dependent child of such person, shall be exempt from the provisions of the Act.

2. Any person who, on March 28, 1962, was, without receiving any remuneration, engaged in any religious work in Ceylon and who continues to be so engaged without receiving remuneration shall be exempt from the provisions of the Act.

3. In this Order, "Act" means the Temporary Residence Tax Act, No. 36 of 1961.

6-867

L. D.—B. 32/61.

**THE COMPULSORY PUBLIC SERVICE ACT,
No. 70 OF 1961**

ORDER made by the Minister of Finance under section 7 of the Compulsory Public Service Act, No. 70 of 1961.

FELIX R. D. BANDARANAIKE,
Minister of Finance.

Colombo, 12th June, 1962.

Order

The prescribed authority for the purposes of section 5 (1) of the Compulsory Public Service Act, No. 70 of 1961, shall be the Secretary to the Treasury.

6-835

No. 568E. 30/11DE/DD

PURSUANT to the 2nd section of the Minutes on Pensions, it is hereby notified that the holders of the offices specified below are entitled to pension with effect from 1.4.62:—

Department of Fisheries

Drivers (Fishing Vessels)

H. S. AMERASINGHE,
Acting Secretary to the Treasury.

General Treasury,
Colombo, 12th June, 1962.

6-1038

L. D.—B. 7/58.

T. 7/674.

PADDY LANDS ACT, No. 1 OF 1958**Order under Section 2 (1)**

BY virtue of the powers vested in me by sub-section (1) of section 2 of the Paddy Lands Act, No. 1 of 1958, as amended by Acts No. 30 of 1958, and No. 61 of 1961, I, Charles Percival de Silva, Minister of Agriculture, Land, Irrigation and Power, do by this Order, appoint the first day of July, 1962, as the date on which the provisions of the first-mentioned Act, (other than the provisions of section 1, section 2, sub-sections (5), (6), (7), (8) and (9) of section 4, section 21, section 59, section 60, section 61, section 63, section 8 and section 53), shall come into operation in the Administrative Districts of Anuradhapura, Puttalam, Batticaloa and Matale.

C. P. DE SILVA,
Minister of Agriculture, Land, Irrigation and Power.

Colombo, 14 June, 1962.

6-906

L.D.—B.80/44.

THE WAGES BOARDS ORDINANCE**Notification**

BY virtue of the powers vested in me by section 20 (2) (d) of the Wages Boards Ordinance (Chapter 136), I, Michael Paul de Zoysa Siriwardena, Minister of Labour and Nationalised Services, do hereby appoint the Director of Census and Statistics as the competent authority to ascertain monthly the cost of living index-number applicable to workers employed in the coir mattress and bristle fibre export trade.

M. P. DE Z. SIRIWARDENA,
Minister of Labour and Nationalised Services.

Colombo, June 18, 1962.

6-1082

L. D.—B. 24/52.

THE MOTOR TRAFFIC ACT

REGULATION for the area, comprised within the limits of the Colombo Municipality, made by the Minister of Labour and Nationalised Services by virtue of the powers vested in him by sections 155 (3) and 237 of the Motor Traffic Act (Chapter 203), and approved by the Senate and the House of Representatives.

M. P. DE Z. SIRIWARDENA,
Minister of Labour and Nationalised Services.

Colombo, June 9, 1962.

Regulation

No person shall sound any warning instrument affixed to or carried in any motor vehicle on those portions of the highways known as Java Lane and Ingham Street which lie within a distance of 165 feet east of the centre of the entrance to the Mosque situated in Java Lane, and on that portion of Java Lane which lies within a distance of 165 feet west of the said centre, the terminal points of which portions are indicated by notices with the word "Silence" conspicuously painted thereon, exhibited by order of the Municipal Commissioner, Colombo.

6-857/19

L. D.—B. 24/52.

THE MOTOR TRAFFIC ACT

REGULATION for the area comprised within the administrative limits of the Colombo Municipality, made by the Minister of Labour and Nationalised Services by virtue of the powers vested in him by sections 155 (3) and 237 of the Motor Traffic Act (Chapter 203), and approved by the Senate and the House of Representatives.

M. P. DE Z. SIRIWARDENA,
Minister of Labour and Nationalised Services.

Colombo, June 8, 1962.

Regulation

No person shall sound any warning instrument affixed to or carried in any motor vehicle on that portion of Wall Street which lies between its junction with St. Lucia's Street and its junction with Mayfield Road, the terminal points of which portion are indicated by notices with the word "Silence" conspicuously painted thereon, exhibited by order of the Municipal Commissioner, Colombo.

6-857/2

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131 OF THE LEGISLATIVE ENACTMENTS, CEYLON (REVISED EDITION 1956)**Order under Section 4 (1)**

The President,
Labour Tribunal III,
11, Rosmead Place,
Colombo 7.

WHEREAS an industrial dispute in respect of the matter specified in the statement of the Acting Commissioner of Labour which accompanies this Order exists between the All-Ceylon Commercial and Industrial Workers' Union and Walker Sons & Company Limited, Main Street, Colombo:

Now, therefore, I, Michael Paul de Zoysa Siriwardena, Minister of Labour and Nationalised Services, do, by virtue of the powers vested in me by section 4 (1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments, Ceylon (Revised Edition 1956) as amended by Industrial Disputes (Amendment) Acts, Nos. 14 of 1957, 62 of 1957, and 4 of 1962, hereby refer the aforesaid dispute to you for settlement by arbitration.

M. P. DE Z. SIRIWARDENA,
Minister of Labour and Nationalised Services.

8th June, 1962.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131, LEGISLATIVE ENACTMENTS, CEYLON (REVISED EDITION 1956)

In the matter of an industrial dispute
between

The All-Ceylon Commercial and Industrial Workers' Union,
47, Driebergs Avenue, Colombo 10

and

Walker Sons and Company Limited, Main Street, Colombo

STATEMENT OF MATTER IN DISPUTE

The matter in dispute between the All-Ceylon Commercial and Industrial Workers' Union and Walker Sons and Company Limited, Colombo, is whether the retrenchment of Messrs. D. P. Wijesinghe, M. A. Arnolis, H. M. Jayasena, B. Davis, P. G. Wimalasiri, M. B. Senanayake (and C. P. Romando of Kandy Branch and Messrs. H. Chandrasekera and G. V. Welsh, of Nuwara Eliya Branch, is justified and to what relief each of them is entitled.

Dated at Colombo, this 23rd day of May, 1962.

N. L. ABEYWIRA,
Acting Commissioner of Labour.

6-898

T. 7/667.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131 OF THE LEGISLATIVE ENACTMENTS, CEYLON (REVISED EDITION 1956)**Order under Section 4 (1)**

To: The President,
Labour Tribunal III,
11, Rosmead Place,
Colombo 7.

WHEREAS an industrial dispute in respect of the matter specified in the statement of the Acting Commissioner of Labour which accompanies this Order exists between the All-Ceylon Commercial and Industrial Workers' Union and Nattandiya Coconut Producers' Co-operative Society Limited, Kirimetiyan, Lunuwila:

Now, therefore, I, Michael Paul de Zoysa Siriwardena, Minister of Labour and Nationalised Services, do, by virtue of the powers vested in me by section 4 (1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments, Ceylon (Revised Edition 1956), as amended by Industrial Disputes (Amendment) Acts, Nos. 14 of 1957, 62 of 1957 and 4 of 1962, hereby refer the aforesaid dispute to you for settlement by arbitration.

M. P. DE Z. SIRIWARDENA,
Minister of Labour and Nationalised Services.

8th June, 1962.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131, LEGISLATIVE ENACTMENTS, CEYLON (REVISED EDITION 1956)

In the matter of an industrial dispute
between

The All-Ceylon Commercial and Industrial Workers' Union,
47, Drieberg's Avenue, Colombo 10

and

Nattandiya Coconut Producers' Co-operative Society Limited,
Kirimetiyan, Lunuwila

STATEMENT OF MATTER IN DISPUTE

The matter in dispute between the All-Ceylon Commercial and Industrial Workers' Union and Nattandiya Coconut Producers' Co-operative Society Limited, is whether the non-employment of the following employees is justified and to what relief each of them is entitled:—

1. Mendis Marasingha
2. William Jayasingha
3. K. M. Jamis Fernando
4. A. V. J. Fernando
5. R. A. William Singho
6. N. M. Anthony
7. U. M. Winson
8. G. Robert
9. T. G. Amarasena
10. G. Rosalin Cooreyra
11. K. M. Sumanalatha
12. J. A. Engrasia
13. R. Lionel Fernando
14. A. P. James Perera
15. H. A. Dayasena
16. A. M. David
17. W. Theresa
18. R. P. Paisa
19. S. S. Carlina
20. R. M. Pioris Appuhamy
21. J. A. Lawus Ranasingha
22. W. Thomas Fernando
23. R. Carlina Theodora
24. R. Gabriel
25. T. M. Emalin
26. H. R. Silva
27. B. W. Jayasena
28. W. Sisiaia Fernando
29. R. K. Menick Hamy
30. I. Podihamy
31. M. P. Savaneris Appuhamy
32. J. Wimalasena
33. M. A. Aron Singho
34. B. Kira
35. R. M. Ariyaratna
36. S. A. M. Leopaul
37. H. Dayawathie Perera
38. W. M. S. Romanis
39. W. M. Charles Appuhamy
40. W. A. Bandappuhamy
41. E. Piyadasa
42. R. H. A. Piyaratna
43. R. M. Wimaladasa
44. M. P. Lussie
45. U. N. A. Podihamy
46. Y. H. Sirimalhamy
47. W. Peter Appuhamy
48. J. H. Jayasingha
49. J. A. Wickremaratna
50. W. M. Jinadasa
51. A. P. Loganathan
52. Vincent Marayay
53. Juwan Appuhamy

Dated at Colombo, this 23rd day of May, 1962.

N. L. ABEYWIRA,
Acting Commissioner of Labour.

6-882

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131 OF
THE LEGISLATIVE ENACTMENTS, CEYLON
(REVISED EDITION 1956)

Order under Section 4 (1)

To: J. E. Ivon Perera, Esq.,
No. 11, Police Park Avenue,
Havelock Town,
Colombo 5.

WHEREAS an industrial dispute in respect of the matter specified in the statement of the Acting Commissioner of Labour which accompanies this Order exists between the Independent, Industrial and Commercial Workers' Union and the Ceylon Match Company, Limited, P. O. Box No. 1, Kelaniya:

Now, therefore, I, Michael Paul de Zoysa Siriwardena, Minister of Labour and Nationalised Services, do, by virtue of the powers vested in me by section 4 (1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments, Ceylon (Revised Edition 1956) as amended by Industrial Disputes (Amendment) Acts, Nos. 14 of 1957, 62 of 1957, and 4 of 1962, hereby refer the aforesaid dispute to you for settlement by arbitration.

M. P. DE Z. SIRIWARDENA,
Minister of Labour and Nationalised Services.
8th June, 1962.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131,
LEGISLATIVE ENACTMENTS, CEYLON
(REVISED EDITION 1956)

In the matter of an industrial dispute
between

The Independent, Industrial & Commercial Workers Union,
407, Galle Road, Colombo 3,
and
Ceylon Match Company, Limited, P. O. Box No. 1,
Kelaniya

STATEMENT OF MATTER IN DISPUTE

The matter in dispute between the Independent, Industrial and Commercial Workers' Union and Ceylon Match Company, Limited, Kelaniya, is whether the non-employment of Mr. P. J. Dassanayake, is justified and to what relief he is entitled.

Dated at Colombo, this 10th day of May, 1962.

N. L. ABEYWIRA,
Acting Commissioner of Labour.

6-881

THE PORT OF COLOMBO (ADMINISTRATION) ACT

IT is hereby notified under section 14 (4) of the Port of Colombo (Administration) Act (Chapter 238), that the regulations made by the Minister of Labour and Nationalised Services under Section 12 (2) of that Act and published in *Gazette* No. 13,007 of April 6, 1962, have been approved by the Senate and the House of Representatives.

V. S. M. DE MEL,
Permanent Secretary,
Ministry of Labour and Nationalised Services.

Colombo, June 6, 1962.

6-821

W. 105/1058.
11th June, 1962.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131
OF THE LEGISLATIVE ENACTMENT, CEYLON
(REVISED EDITION 1956)

Order under Section 4 (1)

To: The President,
Labour Tribunal I,
11, Rosmead Place,
Colombo 7.

WHEREAS an industrial dispute in respect of the matter specified in the statement of the Commissioner of Labour which accompanies this Order exists between the Sri Lanka Nidahas Wathu Kamkaru Samithiya and Mr. A. S. Sithambarampillai, Proprietor, Castle Milk Estate, Gampola:

Now, therefore, I, Michael Paul de Zoysa Siriwardena, Minister of Labour and Nationalised Services, do, by virtue of the powers vested in me by section 4 (1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (Revised Edition 1956) as amended by the Industrial Disputes (Amendment) Acts, Nos. 14 of 1957, 62 of 1957, and 4 of 1962, hereby refer the aforesaid dispute to you for settlement by arbitration.

M. P. DE Z. SIRIWARDENA,
Minister of Labour and Nationalised Services.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131
OF THE LEGISLATIVE ENACTMENTS, CEYLON,
(REVISED EDITION 1956)

In the matter of an industrial dispute
between

The Sri Lanka Nidahas Wathu Kamkaru Samithiya,
407, Galle Road, Colombo 3,
and
Mr. A. S. Sithambarampillai, Proprietor,
Castle Milk Estate, Gampola.

STATEMENT OF MATTER IN DISPUTE

The matter in dispute between the Sri Lanka Nidahas Wathu Kamkaru Samithiya and Mr. A. S. Sithambarampillai, Proprietor, Castle Milk Estate, Gampola, is whether the non-employment of A. Sinniah and B. Araie is justified and to what relief they are entitled.

Dated at Colombo, this 8th day of June, 1962.

N. L. ABEYWIRA,
Commissioner of Labour.

6-884

No. T. 7/644.

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131 OF
 THE LEGISLATIVE ENACTMENTS, CEYLON
 (REVISED EDITION)**

THE Award transmitted to me by the Arbitrator to whom the industrial dispute which had arisen between the Independent, Industrial & Commercial Workers' Union and the management of Katukenda Fibre Mills, Nikadalupotha, was referred by Order dated May 7, 1962, made under section 4 (1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments, Ceylon (Revised Edition 1956) and published in *Ceylon Government Gazette* No. 13,122 dated May 17, 1962, for settlement by arbitration is hereby published in terms of section 18 (1) of the said Act.

N. L. ABEYWIRA,
 Commissioner of Labour.

Department of Labour,
 Colombo, June 9, 1962.

No. T. 7/644.

In the matter of an industrial dispute
 between

The Independent, Industrial & Commercial Workers'
 Union, 407, Galle Road, Colombo 3,

and

The Management of Katukenda Fibre Mills,
 Katukenda, Nikadalupotha

The Award

This is an award under section 17 (1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments, Ceylon (Revised Edition 1956), as amended by the Industrial Disputes (Amendment) Acts, Nos. 14 and 62 of 1957 and Act No. 4 of 1962. It relates to a dispute between the Independent, Industrial & Commercial Workers' Union, 407, Galle Road, Colombo 3 (hereinafter referred to as the "Union") and the Management of Katukenda Fibre Mills, Katukenda, Nikadalupotha (hereinafter referred to as the "Management").

2. The Hon'ble the Minister of Labour and Nationalised Services by his Order dated 7th May, 1962, made under section 4 (1) of the aforesaid Act referred this matter to me for settlement by arbitration. The Acting Commissioner of Labour has by his statement dated 26th April, 1962, stated that the matter in dispute between the Independent, Industrial & Commercial Workers' Union, 407, Galle Road, Colombo 3, and the Management of Katukenda Fibre Mills, Katukenda, Nikadalupotha, is "whether the non-employment of M. S. Silva is justified and to what relief he is entitled."

3. The inquiry was fixed for 2.15 p.m. on the 30th May, 1962, and at this time when I sat to inquire into the matter, only the representative of the Management, Mr. D. N. Thurairajah, Proctor, S. C., was present with the party whom he represented. Nobody representing the Union was present at the time. However, a further 15 minutes was given by me as a matter of grace, but still no one appeared on behalf of the above-mentioned Union.

4. I asked Mr. Thurairajah to make any submissions he deemed necessary, and he stated that the services of M. S. Silva, on whose behalf the Union had made representations, were duly terminated on 26th October, 1959, by agreement between himself and the Management of Katukenda Fibre Mills, his employers, and that he had received his wages up to the time of the termination of his services, namely, 26th October, 1959, and a further sum of Rs. 600 also had been paid to him as two months' extra salary. According to what Mr. Thurairajah stated, M. S. Silva, appears to have left the services of his employer having agreed to do so, and the letter R. 1 filed by Mr. Thurairajah dated 26th October, 1959, supports the submission made by Mr. Thurairajah. The absence of the Union, representing M. S. Silva, on the day of the inquiry, which in the ordinary course of things had been duly served with notice fixing the date of inquiry, is due, I think, to the fact that M. S. Silva himself feels that the letter R. 1 given to him by the employer clinches the matter and therefore he had not considered it worth while to instruct the Union to prosecute the case.

5. In the circumstances I have no alternative but to make order dismissing the case of the Union.

6. The question of costs was not pressed by Mr. Thurairajah, and therefore I make no order as to costs.

G. W. EDIRIWIRA,
 Arbitrator.

Colombo, June 6, 1962.

6-84

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131 OF
 THE LEGISLATIVE ENACTMENTS, CEYLON**

THE Award transmitted to me by the Industrial Court constituted for the purpose of settling the industrial dispute between the Ceylon Mercantile Union, 22 1/1, Upper Chatham Street, Colombo 1, and the Life Insurance Corporation of India (Unit: Oriental Government Security Life Assurance Company Limited), Oriental Assurance Buildings, 52, Baillie Street, P. O. Box 118, Colombo 1, which was referred by Order dated 9th March, 1961, made under section 4 (2) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments, Ceylon (Revised Edition 1956), as amended by Industrial Disputes (Amendment) Acts, Nos. 14 of 1957, 62 of 1957 and 4 of 1962, and published in the *Ceylon Government Gazette* No. 12,321 dated 17th March, 1961, for settlement to an Industrial Court is hereby published in terms of section 25 (1) of the said Act.

N. L. ABEYWIRA,
 Commissioner of Labour.

Department of Labour,
 Colombo, 15th June, 1962.

**Industrial Court at Colombo
 No. I. D. 296.**

In the matter of an industrial dispute
 between

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

and

Life Insurance Corporation of India (Unit: Oriental
 Government Security Life Assurance Company
 Limited), Oriental Assurance Buildings, 52,
 Baillie Street, P. O. Box 118, Colombo 1.

THE WARD

This is an Award in an Industrial Dispute between the Ceylon Mercantile Union, 22 1/1, Upper Chatham Street, Colombo 1, hereinafter referred to as the "Union", and the Life Insurance Corporation of India (Unit: Oriental Government Security Life Assurance Company Limited), (Oriental Assurance Buildings, 52, Baillie Street, Colombo 1, hereinafter referred to as the "employer").

2. By his Order under section 4 (2) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments, Ceylon, (Revised Edition), as amended by the Industrial Disputes (Amendment) Acts, Nos. 14 and 62 of 1957, and No. 4 of 1962, dated the 9th March, 1961, the Minister of Labour and Nationalised Services referred this dispute to this Court for settlement.

3. According to the statement of the Deputy Commissioner of Labour dated 25th February, 1961, the matters in dispute between the Union and the Employer are as follows:—

(1) Was the grading of each of the following employees on the conversion of his basis of remuneration to the salary scale set out in Schedule C of Industrial Court Award No. I. D. 1 of 1956, fair and reasonable having regard to the salary he was drawing at that time, his length of service and age, and the nature of his duties, and responsibilities and what relief, if any, should they be granted?—

A. Ediriweera
 D. G. Embuldeniya
 X. T. D. Almeida
 M. S. Mohideen
 D. W. Weerasingham
 S. Sundaram
 C. Balasingham
 B. Weerawarna
 S. Karunaratne
 S. Nagendra
 M. M. C. Cooray
 C. C. Iyer
 T. Sathivelpillai
 T. M. Peiris
 K. Rajanathan
 S. Navaratnam
 S. Ehamparam
 W. J. C. Fernando

(2) Is the present grading of each of the following employees on the salary scale set in Schedule C of the Industrial Court Award No. I. D. 1 of 1956, fair and reasonable, having regard to his length of service and age and the nature of his duties and responsibilities and what relief, if any, should they be granted?—

A. Ediriweera
 D. G. Embuldeniya
 X. T. D. Almeida
 M. S. Mohideen
 D. W. Weerasingham
 S. Sundaram
 C. Balasingham
 B. Weerawarna

S. Karunaratne
S. Nagendra
M. M. C. Cooray
C. C. Iyer
T. Sathivelpillai
T. M. Peiris
K. Rajanathan
S. Navaratnam
S. Ehamparam
W. J. C. Fernando

(2) the Life Insurance Corporation will consider placing the under-mentioned employees in the appropriate stage of Grade II of the 1st Schedule to the Collective Agreement dated 1st December, 1961, with effect from 1st January, 1963, provided that there is nothing against them to warrant a stoppage of promotion within the period 1st January, 1962 to 1st January, 1963:

A. Ediriweera
T. M. Peiris
K. Rajanathan
S. Navaratnam
S. Ehamparam, and
W. J. C. Fernando.

4. The dispute was amicably settled between the parties on the following terms:—

- (1) (a) the employees mentioned in the Schedule annexed hereto shall receive the basic rates of pay for their category, grade and stage set opposite to their names for the periods set out in the said Schedule and the said employees shall be entitled to a sum equivalent to arrears of basic rates of pay for the said periods up to 28th February, 1962, which shall be payable to and receivable by the said employees by way of a special non-recurring gratuity;
- (b) on such arrears of basic salaries there shall be payable in addition the normal cost of living allowances calculated on such basic salaries;
- (c) all arrears of basic rates of pay and cost of living allowances shall be paid by the Life Insurance Corporation of India to the said employees within one month of the publication of this Award in the *Ceylon Government Gazette* ;

(3) it is agreed that all matters referred to this Court for adjudication have been settled and that the Ceylon Mercantile Union has no claims or demands in respect of the same or in regard to the implementation of paragraph 16 of the Collective Agreement dated 1st December, 1961, as at date; and

(4) the Life Insurance Corporation of India states that it is not a party to nor bound by the terms of the Collective Agreement dated 1st December, 1961.

5. The terms of settlement are far and equitable. I make my award accordingly.

P. O. FERNANDO.

Colombo, 31st May, 1962.

SCHEDULE REFERRED TO

From 1.1.60 to 30.6.60				From 1.7.60 to 31.12.60				From 1.1.61 to 30.6.61				From 1.7.61 to 30.6.62			
Category, Grade and Stage in Schedule "C" of I. D. 1 of 1956		Basic Salary Rs. c.		Category, Grade and Stage in Schedule "C" of I. D. 1 of 1956		Basic Salary Rs. c.		Category, Grade and Stage in the 1st Schedule of the Collective Agreement of 1.12.61		Basic Salary Rs. c.		Category, Grade and Stage in the 1st Schedule of the Collective Agreement of 1.12.61		Basic Salary Rs. c.	
1. A. Ediriweera	Clerk, Grade I	195	0	Clerk, Grade I	195	0	Clerk, Grade I	207	0	Clerk, Grade I	207	0	Clerk, Grade I	207	0
2. D. G. Embuldeniya	Clerk, Grade II	202	0	Clerk, Grade II	210	50	Clerk, Grade II	227	50	Clerk, Grade II	227	50	Clerk, Grade II	236	0
3. X. T. D. Almeida	Clerk, Grade II	193	50	Clerk, Grade II	202	0	Clerk, Grade II	219	0	Clerk, Grade II	219	0	Clerk, Grade II	227	50
4. M. S. Mohideen	Clerk, Grade II	185	0	Clerk, Grade II	193	50	Clerk, Grade II	210	50	Clerk, Grade II	210	50	Clerk, Grade II	219	0
5. D. W. Weeratunga	Clerk, Grade II	193	50	Clerk, Grade II	202	0	Clerk, Grade II	219	0	Clerk, Grade II	219	0	Clerk, Grade II	227	50
6. S. Sunderam	Clerk, Grade II	193	50	Clerk, Grade II	202	0	Clerk, Grade II	219	0	Clerk, Grade II	219	0	Clerk, Grade II	227	50
7. C. Balasingham	Clerk, Grade II	193	50	Clerk, Grade II	202	0	Clerk, Grade II	219	0	Clerk, Grade II	219	0	Clerk, Grade II	227	50
8. B. Weerawarna	Clerk, Grade II	185	0	Clerk, Grade II	193	50	Clerk, Grade II	210	50	Clerk, Grade II	210	50	Clerk, Grade II	219	0
9. S. Karunaratne	Clerk, Grade II	185	0	Clerk, Grade II	193	50	Clerk, Grade II	210	50	Clerk, Grade II	210	50	Clerk, Grade II	219	0
10. S. Nagendra	Clerk, Grade II	185	0	Clerk, Grade II	193	50	Clerk, Grade II	210	50	Clerk, Grade II	210	50	Clerk, Grade II	219	0
11. N. M. C. Cooray	Clerk, Grade II	176	50	Clerk, Grade II	185	0	Clerk, Grade II	202	0	Clerk, Grade II	202	0	Clerk, Grade II	210	50
12. C. C. Iyer (Resigned)															
13. T. Sathivelpillai	Clerk, Grade II	193	50	Clerk, Grade II	202	0	Clerk, Grade II	210	0	Clerk, Grade II	210	0	Clerk, Grade II	227	50
14. T. M. Peiris	Clerk, Grade I	165	0	Clerk, Grade I	171	0	Clerk, Grade I	183	0	Clerk, Grade I	183	0	Clerk, Grade I	189	0
15. K. Rajanathan	Clerk, Grade I	159	0	Clerk, Grade I	165	0	Clerk, Grade I	177	0	Clerk, Grade I	177	0	Clerk, Grade I	183	0
16. S. Navaratnam	Clerk, Grade I	153	0	Clerk, Grade I	159	0	Clerk, Grade I	171	0	Clerk, Grade I	171	0	Clerk, Grade I	177	0
17. S. Ehamparam	Clerk, Grade I	147	0	Clerk, Grade I	153	0	Clerk, Grade I	165	0	Clerk, Grade I	165	0	Clerk, Grade I	171	0
18. W. J. C. Fernando	Clerk, Grade I	147	0	Clerk, Grade I	153	0	Clerk, Grade I	165	0	Clerk, Grade I	165	0	Clerk, Grade I	171	0

Colombo, 28th February, 1962.

For and on behalf of the Ceylon Mercantile Union.
(Sgd.) J. C. HATCH,
Vice-President, C. M. U.,
(Sgd.) F. J. & DE SARAM,
Proctors for Life Insurance Corporation of India.

No. C/I. 5 (3).

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131 OF THE LEGISLATIVE ENACTMENTS, CEYLON (REVISED EDITION 1956)

THE Award transmitted to me by the President of the Industrial Court constituted for the purpose of settling the industrial dispute between The Ceylon Bank Employees' Union, of the one part and the Bank of Ceylon, Colombo, and the Commercial Banks' Association (Ceylon) Colombo, of the other part, which was referred by Order dated December 30, 1961, made under section 4 (2) of the Industrial Disputes Act. No. 43 of 1950, as amended by the Industrial Disputes (Amendment) Acts, Nos. 25 of 1956, 14 of 1957 and 62 of 1957, and published in *Ceylon Government Gazette* No. 12,846 dated January 5, 1962, for settlement by an Industrial Court, is hereby published in terms of section 25 (1) of the said Act.

N. L. ABEYWIARA,
Commissioner of Labour.

Department of Labour,
Colombo, 14 June, 1962.

Industrial Court at Colombo No. I. D. 306

THE AWARD

In the Matter of an Industrial Dispute between

The Ceylon Bank Employees' Union, 94 2/4, York Building, Colombo 1, of the one part,

and

The Bank of Ceylon, York Street, Colombo,

and

The Commercial Banks' Association (Ceylon), P O. Box, 112, Colombo, of the other part,

referred to this Court for settlement by the Honourable the Minister's Order of 30.12.61 communicated by the Permanent Secretary's letter of 31.12.61. Mr. P. B. Tampoe, General

Secretary of the Ceylon Mercantile Union, and Mr. Prins Rajasooriya, Secretary of the Co-ordinating Committee of Trade Union Organisations, appeared as representatives of the General Secretary of the Ceylon Bank Employees' Union, while Mr. Advocate S. J. Kadirgamar with Mr. Advocate Vernon Wijetunga instructed by Mr. Trevor de Saram appeared for the Bank of Ceylon, and instructed by Messrs. Julius and Creasy for the Commercial Banks' Association (Ceylon). On the eighth day of inquiry Mr. Advocate G. G. Ponnambalam, Q. C., with Mr. Advocate S. J. Kadirgamar and Mr. Advocate Vernon Wijetunga instructed by Mr. Trevor de Saram appeared for the Bank of Ceylon, and instructed by Messrs. Julius and Creasy for the Commercial Banks' Association (Ceylon).

1. The matters in dispute are—

- (1) whether the scale of salaries of the Bank employees should be revised with retrospective effect from 1st April, 1960, in terms of the scales submitted by the Union to the Commercial Banks' Association (Ceylon) and the Bank of Ceylon, on 19th March, 1960;
- (2) whether dearness allowance on pension should be paid to the Bank employees;
- (3) whether the Bank employees should be granted an additional seven days leave in lieu of the curtailed Bank holidays;
- (4) whether the Bank employees should be granted three months' leave preparatory to retirement.

2. The Court first met on 3.1.62 to consider the procedure to be adopted. Speedy disposal of the case appeared necessary in view of the situation in the Island at the time and the Court decided to act under Regulation 23 (1). The Registrar was requested to get into telephone communication with the parties and arrange for their appearance before the Court on the earliest possible date. As the Registrar did not succeed in fixing a date in consultation with the parties, the Court summoned the parties to appear before it on 10.1.62.

3. In the meantime the Bank of Ceylon and the Commercial Banks Association gave notice of applications under section 40 (1) (p) of the Industrial Disputes Act and these applications became due for consideration before discussion of the matters in dispute.

4. When the Court sat on 10.1.62, Mr. Tampoe on behalf of the Bank Employees' Union questioned the validity of the reference to this Court. According to him this Court was not legally constituted and therefore had no jurisdiction in this matter; there was no dispute between the Bank Employees' Union and the Commercial Banks Association concerning the matters stated in the reference; certain matters had been under negotiation between the parties and when negotiation was proceeding it could not be said that there was a dispute.

5. The history of the reference is as follows:—

The Union had made certain demands prior to April, 1961, and to win these demands the employees struck work in April, 1961. When they had been on strike for 23 days a State of Emergency happened to be declared in the Island and thereupon the strikers returned to work. Subsequently there were attempts to have negotiated settlements concerning the matters in dispute. At a certain stage the Union felt that there was no likelihood of agreement and its members struck work again on 27.12.61. On 26.12.61 they had addressed two letters, one to the Bank of Ceylon and the other to the Commercial Banks Association informing them of the intended strike. The following extract from the Union's letter to the Bank of Ceylon indicates the position taken by the Union:—

"As you are aware this deadlock has been reached between us as a result of the stand taken by you on the question of the revision of the salary scales of the Bank employees. We sincerely hope that you reconsider your stand on this question and pave the way for settlement of the outstanding disputes between us."

The letter to the Commercial Banks Association contains a similar paragraph. On 29.12.61 the Union received a reply (A. 41) from the Commercial Banks Association making certain suggestions, one of which was that the salaries of clerks be increased by the equivalent of two annual increments. On 30.12.61 the Senior Assistant Commissioner of Labour summoned a conference of the representatives of the Union and the Bank of Ceylon and the Commercial Banks Association and attempted to bring about a settlement by conciliation. He failed. The record of proceedings ends as follows:—

"The Chairman inquired, since there was a deadlock, whether the parties would agree to the settlement of the dispute by voluntary arbitration or by reference to an Industrial Court.

"Mr. de Mel stated that they did not believe in the ability of the Industrial Court to determine the question of wages.

"As there was no settlement reached, the proceedings ended a deadlock at 1 p.m." (A. 42).

At this stage the Hon'ble Minister referred the dispute to this Court for settlement under section 4 (2) which provides that the Minister may, by an order in writing, refer any industrial

dispute to an Industrial Court for settlement. In the circumstances the Court held that the reference had been according to law and that the Court was competent to settle the dispute.

6. After the Court's decision referred to in the last preceding paragraph Mr. Kadirgamar, on behalf of the Bank of Ceylon and the Commercial Banks Association, made the applications of which notice had been given. The application on behalf of the Bank of Ceylon was "for approval in writing to be granted by the Court pursuant to section 40 (1) (p) of the Industrial Disputes Act, No. 43 of 1950 (as amended) to terminate the services of, or punish in such other way as the Bank of Ceylon deems necessary, all or any of the employees of the Bank of Ceylon who went on strike on Wednesday, 27th December, 1961.....and who are continuing the strike notwithstanding the reference of the dispute to the Industrial Court by the Honourable the Minister of Labour on 30th December, 1961, such action by the said employees constituting a criminal offence under section 40 (1) (m) of the said Industrial Disputes Act." The application on behalf of the Commercial Banks Association was in similar terms.

7. Section 40 (1) (m) referred to in the application provides that "any person who, being a workman continues, or participates in, or does any act in furtherance of, a strike in any industry after an industrial dispute in that industry has been referred for settlement to an Industrial Court.....but before an award in respect of such dispute has been made, shall be guilty of an offence under this Act." In view of this provision the bank employees who had gone on strike on 27.12.61 should have returned to work when the Honourable Minister referred their dispute to the Industrial Court for settlement. But they failed to do so, and the continuance of the strike on 30.12.61 was in contravention of section 40 (1) (m). The section under which the applications were made provides that "any person who, being an employer, after an industrial dispute has been referred for settlement to an Industrial Court,but before an award in respect of such dispute has been made, terminates the services of, or punishes in any other way, without the approval in writing of such Court.....any workman concerned in such dispute, for any act or omission connected with, arising from, or constituting or included in such dispute.....shall be guilty of an offence under this Act." It was urged on behalf of the banks that they are entitled to receive the approval of this Court both in their own interests and in the interests of the public. The employees were openly violating a provision of the Act. The banks were unable to take any action in view of the restraint imposed on them by section 40 (1) (p) unless they themselves violated the law. It was, however, in the power of this Court to remove the restraint, and the conduct of the employees, who were acting illegally, warranted the removal of the restraint.

8. Mr. Tampoe on behalf of the Union stated objections. According to him—

- (1) the application on behalf of the Commercial Banks Association was not an application under the Industrial Disputes Act as it was not an application by specified employers but by an association of employers;
- (2) both applications were bad because they did not specify any particular employee or employees in respect of whom the applications were being made;
- (3) the sole ground for the applications was that the employees had been on strike; participation in a strike, whether such strike was justified or unjustified, legal or illegal, was not ground for dismissal or discharge on the ground of misconduct;
- (4) the very statute which makes the conduct of the employees in this instance an offence also prescribes in section 43 (1) the manner of dealing with offenders; hence it is not open to the employers to deal with the offenders in the manner suggested;
- (5) the application is without substance because the employers have not decided to punish any of the strikers in any particular manner;
- (6) no *prima facie* case has been made against any of the employees to deal with them for misconduct;
- (7) the grant of approval by this Court would not help to establish industrial peace;
- (8) by granting approval the Court would allow the banks to arrogate to themselves a power which is expressly taken away from them.

9. The Act has given to this Court a discretionary power of granting approval, but has nowhere indicated under what circumstances that discretion may be exercised in favour of the applicant. Further, there are no precedents in Ceylon to assist this Court in arriving at a decision on the applications. So far as can be ascertained applications of this nature have been made twice before now, viz., in I. D. 141 and in I. D. 278. In both instances the employees returned to work before the parties had been heard on the merits of the application and a final decision became unnecessary. The Indian law is very similar to

ours and Indian cases* which deal with the scope of an inquiry on an application for approval of punishment afford useful guidance. The corresponding provision of law in India appears in section 33 (1) of the Industrial Disputes Act of that country. The relevant portion reads as follows:—

“ During the pendency.....of any proceeding before a Labour Court.....no employer shall, for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workman concerned in such dispute, save with the express permission in writing of the authority before which the proceeding is pending.”

The Indian Act refers to “misconduct connected with the dispute” while ours refers to “any act or omission connected with, arising from, or constituting or included in such dispute”. The provision in our act clearly applies to conduct of the employees in this instance. Whether the Indian law would apply to such conduct in India would depend on the interpretation of the term ‘misconduct’. According to the model standing orders ‘misconduct’ includes ‘striking work or inciting others to strike work in contravention of the provisions of any law, or rule having the force of law.’ Thus the conduct of the employees in this case would amount to misconduct in India. The model standing orders also provide that a workman may be suspended for a period not exceeding four days at a time, or be dismissed without notice or any compensation in lieu of notice, if he is found guilty of misconduct. No order of dismissal, however, shall be made unless the workman concerned is informed in writing of the alleged misconduct and is given an opportunity to explain the circumstances alleged against him. In Ceylon it has been held in Supreme Court No. 3/1961, Labour Tribunal No. 2351, which was decided on 15.1.62 that there is no statutory obligation to hold inquiries in the manner prescribed by the Indian statute. Although an inquiry is necessary in India prior to dismissal, it has been decided there that such inquiry is not a prerequisite of an application under section 33 (1) of the Industrial Disputes Act of India (1960-1 L. L. J. 518).

10. Indian Courts have held that in exercising jurisdiction under section 33 (1) of the Industrial Disputes Act of India—which corresponds to section 40 (1) (p) of the Ceylon Act—a tribunal has to consider whether a *prima facie* case has been made out by the employer for punishment of an employee. Where it does not appear that punishment amounts to victimisation or to unfair labour practice, the tribunal has only to examine whether a *prima facie* case has been made out or not. It cannot inquire whether the punishment of which approval is sought is unduly severe, whether it is reasonable, or unreasonable, adequate or inadequate. In the matter of punishment it is not open to the tribunal to substitute its judgment. The law imposes a ban on punishment of employees under certain circumstances, and gives to the Industrial Court the discretionary power to remove that ban. In exercising this jurisdiction the Court can either allow an application or refuse it, but it cannot impose any conditions. Where, after receiving approval, the employer acts unfairly and an employee is aggrieved by the conduct of the employer, the employee has his remedy available to him under the Industrial Disputes Act, and hence the employer acts at his peril; the tribunal's approval only saves him from prosecution in the criminal court.

11. In proceedings under the Industrial Disputes Act, unions of employees and unions of employers represent their members. Apart from this fact in this particular case there was no indication whatsoever that the usual procedure would have prejudiced any employee. There were said to be about 3,000 employees continuing to be on strike in contravention of the provisions of section 40 (1) (m); this fact was not denied and reference to the strikers individually would not have made any difference to the case of any of them. Since it was not open to this Court to inquire into the reasonableness or the severity or the adequacy of the punishment, if any, which was to be meted out to them it was not necessary that employers should have decided beforehand the punishment which they proposed to mete out to each of the employees concerned. The Court's approval meant merely the lifting of a ban imposed by law in order that an employer may not be prosecuted for taking any action he might have taken against the strikers who were contravening a provision of law. Section 40 (1) (p) is intended to protect the employees just as section 40 (1) (m) is intended to protect the employers. When the employees had been acting in defiance of the provision which afforded protection to the employers was the protection of the employees to be continued? Was the information placed before this Court adequate to enable the Court to arrive at a fair decision in accordance with the principles enunciated by Indian Courts and applicable to this country? It was shown that the strikers were acting illegally and the peti-

tioners requested that the restraint on their freedom of action be removed as the employees had failed to honour the restraint on their freedom. On the face of it the request did not appear unreasonable.

12. It was also contended that a strike whether legal or illegal, justified or unjustified, is not a reason for dismissal or discharge of an employee on the ground of misconduct. As indicated above the term ‘misconduct’ does not appear in our Act, which refers to ‘any act or omission connected with, arising from, or constituting or included in’ the dispute. The phraseology is wide enough to apply to the strike at the time. The Indian Act refers to ‘misconduct’ but according to the standing orders ‘misconduct’ for which employees may be dismissed includes among other things ‘striking work.....in contravention of the provisions of any law or rule having the force of law.’ Thus even the Indian Act does not support the contention.

13. To say that the existence of the penal section (viz., section 43 (1)) is a bar to any other course of action by the employer is to read into the Act something which is not there. There can be more than one way of dealing with a situation. We must accept the obvious meaning of the provision.

14. Industrial peace is a two-sided affair and contribution towards it must be by both employers and employees. In this case on the part of the employees there was open violation of a provision of law. Their conduct could not promote industrial peace; it was more in keeping with a state of war. The law had tied the hands of the banks and prevented them from taking any action to help themselves in the situation. They, therefore, requested this Court to untie their hands (as the Court had been authorized to do) so that they might act in self-defence. The request cannot be considered unreasonable.

15. Since all the objections were without merit and could not be upheld the Court decided to consider the application on its own merits. The employees had struck work on 27.12.61. On 30.12.61 the disputes were referred to Industrial Courts for settlement. The law required all employees to return to work immediately after the reference but they did not do so. A strike is a legitimate weapon in the hands of workmen for redress of their grievances where the strike is not illegal and unjustified. They can, however, claim no right to get grievances redressed by committing an offence such as resorting to illegal means of achieving their objects. It has been held by the Supreme Court of India that it is not permissible to characterize an illegal strike as justifiable. The tendency to condone what has been declared to be illegal by statute must be deprecated, and it must be clearly understood by those who take part in an illegal strike that thereby they make themselves liable to be dealt with by their employers (1960-1 L. L. J. 22). another case (XVI F. J. R. 409) the tribunal has even gone so far as to hold that a strike which is illegal cannot be justified even if provoked. The law in affording protection pre-supposes that the person to be protected acts in accordance with the law. Where a person openly defies the law, as the employees did in this instance, he forfeits any right to claim protection. We were satisfied that the application was *bona fide* and that there was no indication of an intention on the part of the employers to resort to unfair labour practice. If we had refused the application we should have connived at the continuance of an offence; we, therefore, allowed the application. This order was canvassed before the Honourable the Supreme Court without success.

16. Of the matters in dispute the first is—

“ (1) whether the scale of salaries of Bank employees should be revised with retrospective effect from 1st April, 1960, in terms of the scales submitted by the Union to the Commercial Banks Association (Ceylon) and the Bank of Ceylon, on 19th March, 1960. ”

The members of the clerical services of the banks are said to be about 95 per centum of the employees concerned in the dispute. The others are lesser paid minor employees. Their scales of salaries have also been considered by us and our decision is embodied in the Schedules annexed hereto. At the time when the dispute arose there were two grades in the clerical services. On appointment an officer was placed in Grade I on a salary of Rs. 94 a month. If he continued to be in this grade without promotion he would reach the maximum of Rs. 270 a month in the 28th year of service. Normally an officer would be promoted to Grade II in his 14th year, except in the Bank of Ceylon where a proportion is maintained between clerks in Grade II and in Grade I. On such promotion his salary would rise to the maximum of Rs. 375 a month in the 33rd year of service. Officers whose efficiency is found to be below normal in the 14th year are promoted as and when they show efficiency, and in the Bank of Ceylon subject to the proportion referred to above. The more efficient officers in Grade II are promoted as Supervisors at any stage as and when vacancies occur. The initial salary of a Supervisor is Rs. 380 a month, and the maximum of Rs. 600 a month is reached in the 10th year. The best Supervisors are promoted to higher posts for which they may be found fit.

17. According to the Salaries and Cadres Commission, “ the Government is the largest single employer, and consequently terms and conditions in the private sector tend to follow those in Government Service. ” It would therefore be helpful to compare the salaries mentioned above with the salaries of

* 2 L. L. J. 1953 page 321.
1 L. L. J. 1955 page 346.
1 L. L. J. 1957 page 17.
1 L. L. J. 1957 page 336.
1 L. L. J. 1958 page 247.
1 L. L. J. 1959 page 137.
2 L. L. J. 1959 page 666.
1 L. L. J. 1960 page 13.
2 L. L. J. 1960 page 78.
1959/60 Factories Journal pages 409-411.

Government clerks. As in the banks, the minimum qualification for admission to the Government Clerical Service is a pass in the S. S. C. examination; but unlike in the banks admission to the service is on the results of a competitive examination. On recruitment a clerk enters the Government Clerical Service on an initial salary of Rs. 80 a month. If he continues to be in this grade without promotion his monthly salary will rise to a maximum of Rs. 224 in the 25th year of service. His counterpart in a bank would draw Rs. 242 in the 25th year and rise to a maximum of Rs. 270 a month in the 28th year. In both services the rates of increment are the same, namely, Rs. 6 a month per year up to the 21st year. Thereafter a bank employee gets higher increments. A Government officer who passes the prescribed examination is placed in the Executive Clerical Class, Grade II, on a monthly salary of Rs. 135; the maximum of the scale is Rs. 315 a month. On reaching this point he must wait for selection to Grade I. The rate of increment is the same as in Grade II of the Banks. It may be noted that the bank clerk in Grade II rises to a maximum of Rs. 375 in the 33rd year. An officer who has been four years in the General Clerical Class may sit for an examination to qualify for promotion to the Executive Clerical Class, Grade II. The maximum salary in the grade (Rs. 315) is reached in 18 years, that is, after 23 years' service if he passes the examination on the first opportunity. An officer must pass an Efficiency Bar which includes an examination in Accounts and Language at the stage of Rs. 265 a month; and those who pass this Efficiency Bar may be selected for promotion to E. C. C., Grade I, in which the monthly salary rises from Rs. 325 to Rs. 445 by eight annual increments. The best officers in Grade I are promoted to the Special Grade in which the salary rises from Rs. 465 to Rs. 545 in four years. The most efficient officers in the Special Grade have opportunities for still further promotion.

18. The figures quoted above are the basic salaries. "The basic salary", says the Canekeratne Award, "important as it is, is but one of the several constituents that make up the total income; hence in devising a pay scale one must not ignore the fact that it has got to be supplemented by dearness allowance, special living allowance and other benefits as provident fund. The sum total of these monetary receipts constitutes the employee's remuneration for the services he renders as a clerk or as a subordinate workman." At present bank employees receive also bonuses and an allowance in consideration of the rent factor. Further, they have a noncontributory pension scheme, in addition to provident fund benefits. Some banks pay the income tax of their employees. In the Bank of Ceylon in which are said to be about half the bank employees, the bonus is said to be one and a half month's basic salary every half year, and in the other banks one and a half month's (or two months') gross salary every year. In the Bank of Ceylon no bonus is paid to an officer in his first year, during which he is on probation. In the first year after confirmation his monthly remuneration would be as follows:—

	Rs. c.
Basic salary ...	100 0
Allowance on account of rent factor ...	25 0
Cost of Living Allowance ...	103 90
Special Living Allowance ...	17 50
1/12th of Bank of Ceylon bonus ...	25 0
	271 40

An employee of a bank other than the Bank of Ceylon would get Rs. 8.80 more than Rs. 271.40 when the bonus is one and a half month's gross salary. A married officer at this stage would receive Rs. 7.50 more.

19. By letter of 17.3.60 (A. 21) the Ceylon Bank Employees' Union hereinafter referred to as the "Union" requested a revision of salaries in the manner shown in the annexes to that letter. This request meant enhanced salaries for clerks and all lower grades of employees. "As you are aware", wrote the Union, "the last general revision of salaries of bank employees took place in 1955, and five years have elapsed since then. The cost of living has gone up considerably during this period, and you will appreciate that the present salaries bear no relation to the increased cost of living. This makes it impossible for the employees even to maintain the existing standards of living, let alone improving them."

"On studying these scales you observe that the Grade III has been suggested in order to ensure that employees above Grade II who perform comparable duties under different designations in different banks are uniformly paid."

"Regarding the salary scales of minor employees, we wish to point out that though minor adjustments were made in the salary paid to minor employees last year, their salaries still remain far from being a living wage."

The Commercial Banks Association, hereinafter referred to as the "employers" replied by letter of 11.4.60 ".....it would be inappropriate to consider a revision of salaries until the Government has implemented the Salaries Commission Report, which is to be published shortly."

"The Association appreciates that this will involve delay, but gives its assurance that it will reconsider the matter as the Government's decision in respect of the Commission's Report is made known." (A. 22)

The Union did not agree. It sought a conference with the Honourable Minister, and at the conference held on 25.11.60 (A. 28) certain other matters were also raised. There was, however, no settlement.

20. The Union's suggestion for clerical grades was that an officer in Grade I start on a basic salary of Rs. 135 a month and rise to a maximum of Rs. 405 a month in the 28th year, if he is not good enough for promotion (Government, Rs. 80 to Rs. 224). Promotion to Grade II to be normally in the 9th year when the monthly salary is Rs. 215, and thereafter larger increments to take the clerk up to the maximum of Rs. 500 a month in the 28th year of service (Government, Rs. 135 to Rs. 315, after passing an examination). A new Grade III is to be created in which the initial salary is Rs. 420 a month, increments in this grade to be Rs. 25 a month every year, and no limit to be set as maximum. In this class are to be placed officers designated 'Head Clerks' in the State Bank of India, 'Assistant Officers' in the Hongkong and Shanghai Bank, 'Staff Assistants' in the Chartered Bank, 'Junior Supervisors' and 'Passing Officers' in National and Grindlay's Bank, and others doing comparable work. The present Supervisors are to be designated 'Sub-Accountants'. In this scheme the total monthly remuneration of a clerk in the Bank of Ceylon in the first year after confirmation would be as follows:—

	Rs. c.
Basic salary ...	145 0
Allowance on account of rent factor ...	25 0
Cost of Living Allowance ...	103 90
Special Living Allowance ...	17 50
1/12th of Bank of Ceylon bonus ...	36 0
	327 65

An employee of a bank other than the Bank of Ceylon would get 17 cents more than Rs. 327.65 when the bonus is one and a half month's gross salary. A married officer would receive Rs. 7.50 more.

21. Various reasons were adduced in support of the Union's request, and it behoves us to examine how far these reasons could be taken into consideration in devising improved scales of salary for the employees.

22. According to the Union's very first letter which is referred to in paragraph 19 above, the reason for requesting higher salaries in the rise in the cost of living. The Union did not give us any assistance to assess to what extent the rise in the cost of living has affected its members adversely. It appears to consider the services of its members a vendible commodity for which it must get the best price it commands in the market. It would not even tell us what it would cost a recruit, who would normally be a bachelor, to obtain board and lodging in Colombo. "We are not leading evidence on family budgets," stated Mr. Tampoe on behalf of the Union. "We do not believe when we want to increase the price of our labour that we must explain to the employers or to anybody else how many sarees our wives should wear. That was done in the old days." None of the bank employees appeared before us to give oral evidence on any matter. The only oral evidence we have is that of the Secretary of the Central Bank, who was summoned to speak to the present scale of salaries in that bank. Since much stress was laid on the hardships endured by employees their evidence on this subject, if tendered, would have been helpful to us in making our award.

23. The Salaries and Anomalies Committee of the Central Bank did not take the rise in the cost of living into consideration in devising the scales of salaries for that Bank's employees. "In our proposals for revised salary scales," say the Committee, "we have not taken into consideration changes in the cost of living. Among the reasons for our deciding not to do so was chiefly the fact that such changes, their effects and consequential action to be taken, when necessary, are matters that should properly be considered only at the national level. For one thing it is clear that changes in living costs are not peculiar only to employees of a particular institution. Secondly, there is the problem of the appropriateness of a given index and the scheme of allowances based on that index. From time to time questions arise as to the representativeness of an index, and in this connection it is relevant to know that the Government has already appointed a committee to revise the cost of living index and to report on the desirability or otherwise of computing more than one cost of living index. Thirdly, it is debatable whether, and if so to what extent, the problem of a rise in living costs should be approached by way of wage increases that are likely to cover practically all categories of wage earners in the country; such widespread wage adjustments, unless matched early enough by an adequate increase in the output of goods and services, will inevitably lead to a further round of price increases, thus offsetting, or more than offsetting, the expected benefit from wage increases, apart from having other repercussions on the economy, such as forcing up costs of production."

24. The Salaries and Cadre Commission was also unable to take changes in the cost of living into consideration. "A public notification," says the Report, ".....invited Government employees and members of the public to furnish the Commission with 'typical family budgets' in order that we might be able to study 'what would constitute a suitable standard of living for various classes'. There was a good response to this

notification, and a large number of representations were received on the subject. The following is a brief analysis of specimen budgets presented to us by working class employees with families of different sizes:—

Size of family	Typical monthly budget	
Single individual	Rs. 176 90 ;	Rs. 181 35.
Couple	Rs. 199 90 ;	Rs. 181 90 ;
	Rs. 190 33.	
Couple and one child	Rs. 278 35 ;	Rs. 245 0 ;
	Rs. 243 90 ;	Rs. 264 05.
Couple and two children	Rs. 185 0 ;	
Couple and three children	Rs. 249 50.	
Couple and five children	Rs. 167 77.	

It was apparent from these figures that the concept of a specimen budget was something that could only have relation to individual wants and circumstances. It was consequently impossible for us to come to any rational conclusion as to what a minimum budget should be from the data collected in this way.

25. On the advice given by the Medical Research Institute about a daily diet suitable for a labourer doing heavy work", the Department of Census and Statistics estimated the value of such diet based on 1958 prices to be Re. 1.31. Referring to the estimate, the Commission says, "We should mention in passing that such a diet has been assessed to have a calorie content of 3,000, which is high compared to the figure of 2,600 recently adopted by the Indian Pay Commission of 1959 as adequate for a worker doing moderately heavy work. On the basis of a cost of Re. 1.30 approximately for food for an individual per day, the cost of food for a two unit family per month works out to approximately Rs. 80. Statistical studies by the Department of Census and Statistics indicate that among the working classes in Ceylon the cost of food amounts to on the average 60 per cent. of the total budget. On this basis the total budget for a two unit family, who spend Rs. 80 a month on food works out approximately to Rs. 133 per month."

"Unless there is a real increase in our economic wealth," continues the Salaries Commission Report, "a mere increase of wages to compensate for increases in the cost of living will only lead to spiralling of prices, with the result that the real value of a worker's wage would purchase progressively less for him than it did before."

26. Changes in the cost of living affect all the people in the country and we ourselves are of the opinion that when the cost of living rises it would not be correct to increase the wages of one group of wage earners. To meet changes in the cost of living the State has devised a system of allowances depending on a cost of living index. If it is considered that this system is defective, suggestions for improvement should be made to the State.

27. Mention was made of customs duties, the burden of which is passed on to customers by increases in the prices of goods. Admittedly the increase of customs duties on imports is one of the causes of rise in the cost of living; but it has also to be noted that apart from that fact the customs duties on certain goods are raised in order to reduce the consumption of these goods and improve the country's balance of trade. If wages are raised to enable wage earners to continue to purchase these goods as before at the enhanced prices, the object of the State in raising the duties is defeated.

28. The National Development Tax was another cause of complaint. This tax is a call to the nation by the State to make a small contribution towards development of the country's economy. If the wages of any employees are increased to enable them to pay the National Development Tax, without reducing their expenses, the contribution would actually be partly by the employers who pay the enhanced salaries, and partly by the State itself, which would lose revenue owing to enhancement of salaries.

29. It was vehemently urged that the banks have the capacity to pay the salaries demanded. The banks have not pleaded incapacity to pay, and it may safely be assumed that the capacity is there. But can the fact that a particular industry has the capacity to pay higher wages be accepted as the reason for raising wages in that industry? The National Wage Policy Commission considered this question. "It might further be argued," says the Report, "that wage policy should be used to correct the inequalities in the shape of unduly high profits, excessive profits being prevented by letting wages rise in the firms and industries concerned. For example, it might be urged that once an employer has earned some 'fair' minimum return (reckoned as a percentage of his capital and reserves), he ought to give all or some specified portion of any remaining profits to his wage-earners either in the form of a wage increase or as a bonus. We do not agree with this proposition. While in special cases, it might have some justification (specially when high profits are clearly the result in part of some special efforts by the wage-earners which might merit some reward), it has no general validity. When there are excessively high profits to be distributed, the national community may be much more entitled to a share in this income than any particular section of the population, a result which might rightly be achieved by taxation. Taxation enables excessive income to be siphoned off and to be used for

purposes beneficial to the community as a whole. This is specially important when the Government is able to use the money for useful development projects. If, therefore, profits are found to be excessive, the first question to be considered is whether one should raise taxes rather than wages, unless there is some special reason for granting wage increases. Moreover taxation is also a more effective instrument for reducing unfairly high profits than wage policy ever could be. Wage increases need not reduce profits at all; the higher cost could be passed on to the consumer through price increases. Further where this is not possible since higher wage rates reduce the employers' liability the community has to bear a part of the wage increase through a fall in tax revenue." The question is not what a particular industry can afford to pay as wages, but what the country's industry can afford to pay; not what a particular employer can afford to pay, but what the country can afford to pay without injury to its economy.

30. The salaries demanded by the Union for its members by its letter of 17.3.60 (A 21) are higher than those paid to officers in the Central Bank. The grade in the Central Bank which corresponds to Grade I of the commercial banks is Grade II. The present minimum qualification for appointment to this grade is a pass in the S. S. C. Examination with five credit passes obtained at one and the same examination; but there are in the grade officers who have double firsts, that is, first division passes in two media, and 120 others have degrees or A. I. C. or the Intermediate in Arts or Science. All these officers started on a salary of Rs. 120 a month. The Union is of opinion that clerks in the commercial banks deserve higher salaries than those paid to clerks in the Central Bank, and they demanded an initial salary of Rs. 135 a month. The minimum academic qualifications for appointment to the grade is a pass in the S. S. C.; (those who have credit passes in subjects are preferred). "Our position", stated Mr. Tampoe, "always was that we got a better rate of pay than what the Central Bank gets. We have never been lower; we have always been higher; and even the Central Bank has come up to our standard. Now they knew that the Central Bank had decided to pay the equivalent of Grade I, which in the Central Bank is called Grade II; that they had been paid Rs. 120. So they fixed their demand at Rs. 135." We note that Rs. 135 a month is the initial salary of a Statistical Survey Officer in the Planning Secretariat. The minimum qualifications for appointment to these posts is the S. S. C. with five credit passes including mathematics, or two credit passes including mathematics and two years' experience in statistical work. Rs. 135 a month is also the initial salary of a Government clerk on promotion to the Executive Clerical Class after he passes a qualifying examination.

31. The revision of salary scales in the Central Bank in 1959 appears to be one cause of discontent among the bank employees. "There is a certain imbalance", stated Mr. Tampoe, "in the salary structure of bank employees since a non-profit making section of the trade had increased salary scales a little more than a year ago." According to the evidence before us, the Central Bank was started in 1950, and it took over the work of several Government departments. In recruiting officers it offered salaries which the directors thought would be sufficient to attract certain types of officers. In 1955 it made a few adjustments in salaries. In 1959 in the light of experience the Bank, for the first time, devised salary scales which it considered fair and reasonable. Prior to the revision there was complaint by the employees that their salaries were low in comparison with the salaries paid by the commercial banks, although their work involved greater responsibility and a higher degree of efficiency, that the Central Bank was a unique institution whose work could not bear comparison with that of commercial banks. Now that the salaries of the Central Bank employees have been increased, the bank employees feel that their salaries should also be raised. If the salaries of bank employees are raised as requested, the Central Bank employees may ask for a further increase, and the employees of the Central Bank and the bank employees would be vying with each other to get higher wages. and the prospects of industrial peace would be jeopardised. The Central Bank, which is the bankers' bank, and is engaged in research, supervision of commercial banks, etc., is different from a commercial bank. We are of opinion that the mere fact that the employees of the Central Bank are paid on certain scales of salary is not a reason why the employees of commercial banks should be paid salaries on a better scale, or even on the same scale.

32. Another contention on behalf of the Union was, in the words of Mr. Tampoe, that "bank employees are deserving of better terms of remuneration and prospects than mercantile employees considered the difference in the standards required of them at recruitment as well as the very special responsibilities attached to working in banks. So far as the banks are concerned there is a distinction between the mercantile sector and the banks in that to work in a bank there are minimum standards laid down for recruitment." It was also stated by Mr. Tampoe in the course of argument that "in India the mercantile sector leads"; but we were not informed why it is urged that in Ceylon the position should be different. We feel that comparison with other services as suggested would increase the problems of wage determination, and we do not propose to assume any particular relation between the salaries that should be paid to bank employees and those paid to employees in any other sector. The reasons for the salary scales of clerks (and so also of other employees) in different sectors of employment

are historical. Many think that their work is of more value to the community and/or more strenuous than the work of others in parallel employment elsewhere, and that they deserve higher remuneration. There is no manner in which the relative deserts of workers in parallel employment can be assessed with any degree of accuracy.

33. It was also urged on behalf of the Union that the executives are paid very high salaries. We have not been informed what these high salaries are, and what relation is suggested between the salaries of executives and those of non-executives. On behalf of the banks we were informed that the disparity between the salaries of executives and those of non-executives is everywhere greater than in other sectors of employment, because of the special responsibilities attached to the posts of these executives. In considering this subject the Canakeratne Award says: "The executive heads generally carry heavy responsibilities and the profits of industry are largely the outcome of their ability, their capacity to take risks and their foresight."

34. The bank employees wish to have more money to spend, and we have to decide to what extent their remuneration may be increased considering all the circumstances. There is no means of determining the worth of labour with precision. According to the Union's representative the demands have been placed at a high level for a special reason. "I want to stress," said Mr. Tampoe, "that this was put forward as a bargaining counter, that is, this is what we think it should be; we know you are not going to agree to this, but let us start discussing your reactions to these proposals." The prevailing wage rates in the country give a general indication whether certain rates are unfairly low or unduly high, and guided by these we make our award. We do not consider that a case has been made out for the creation of a new Grade III for clerks. This request amounts to more senior clerks being given a new designation and being paid high salaries, namely, the head clerks of the State Bank and those in parallel employment in other banks. A Government clerk who happens to be the head clerk in a particular Government office is not put into a higher grade for that reason. He continues in his grade. In terms of our award, the officers referred to will also receive higher salaries than at present. A further increase by creating a new grade is not considered necessary. The most efficient of these officers have avenues of promotion to higher posts in the normal way.

35. Mr. Tampoe also made a plea for uniformity of nomenclature. This is not a matter which has been referred to this Court for settlement, and we make no decision on this subject.

36. We prescribe the salary scales appearing in the Schedules in the Appendix to this award. These scales will have effect as from 1st October, 1960, and will be in force for a period of four years from the date of publication of this award. At one stage of the negotiations between the parties the employers suggested that the employees accept the principle of two increments as the basis of negotiation. About this time the mercantile employees had accepted an increase of their salaries by two increments in their collective agreement with their employers. The Union, however, did not agree. An enhancement of salaries by two increments would raise the initial basic salary of a clerk from Rs. 94 a month to Rs. 106. On confirmation at the end of the year of probation the basic salary would be Rs. 112 and the gross monthly emoluments including bonuses at the Bank of Ceylon rates would be about Rs. 286.40 for a bachelor (viz. basic salary Rs. 112, allowance on account of rent factor Rs. 25, cost of living allowance Rs. 103.90, special living allowance Rs. 17.50, bonus Rs. 28). These emoluments appear very favourable in the light of the emoluments of employees in other sectors of employment and the salaries we prescribe are based on the principle of two increments. Promotion to Grade II is advanced by 5 years so that the financial position of these employees may improve about the time that they normally get married. The minor employees who are far less advantageously placed now are given better increments in later stages. The salaries prescribed in the Schedules are basic salaries. In addition to these, the usual allowances will continue to be paid. Arrears due on account of this award shall be paid within two months of the publication of this award. If and when the recommendations of the Salaries and Cadre Commission are implemented and the bank employees are found to suffer any hardship, we suggest the appointment of a salaries and anomalies committee, as was done in the Central Bank.

37. The second matter in dispute is whether dearness allowance should be paid on pensions. This and the fourth, namely, whether bank employees should be given three months' leave on full pay prior to retirement can be considered together, because both relate to retirement benefits. The retirement benefits today are—

(1) A monthly pension calculated on the formula, $P = (N + 5)/60$ of S, where P is the monthly pension, N is the number of years service, and S is the average of the monthly salaries received during the last three years of service.

The maximum pension is two-thirds of the last salary drawn.

(2) A provident fund to which, in the case of the Hongkong and Shanghai Bank, the employee has contributed 5 per cent. of his salary monthly, and the employer the equivalent of 20 per cent. of the salary monthly. In the case of other banks, the employee contributes 5 per cent. or 7½ per cent. and the employer 10 per cent. or 15 per cent.; and which contributions have earned compound interest at 5 per cent. per annum.

Normally an employee of the Hangkong Bank would on retirement receive over Rs. 50,000, and an employee of one of the other banks something over Rs. 30,000.

At the time these superannuation benefits were considered by Mr. Thalagodapitiya the Government was paying dearness allowance to the pensioners; but for some reason or other the Bank Employees' Union did not then ask for these allowances on pensions to bank employees.

The position of a retiring bank employee would be that he gets—

- (a) two-thirds of his basic salary as his pension;
- (b) the income from investment of the provident fund, which would be Rs. 30,000 or Rs. 50,000;
- (c) income by doing some new job as many pensioners do.

Mr. Tampoe thought that the provident fund was on a par with the Widows' and Orphans' Pension Fund in the Government Service. But that is not correct. This Fund benefits only widows and minor orphans, if such persons are left surviving a deceased officer. A widow who re-marries forfeits her right to the pension.

38. Concerning these two demands the banks state that this Court has no jurisdiction to make awards on them, as there is already in existence the Thalagodapitiya award, which has laid down a comprehensive scheme of superannuation benefits for bank employees, and both employers and employees are bound by that award until and unless it is repudiated under the provisions of section 20, and all retirement benefits are considered anew. It was further stated that since the acceptance of the award by all parties some employers voluntarily accepted greater financial liabilities than were imposed on them by the award and they make higher contributions towards the provident fund than the minimum; they may not have committed themselves to these additional liabilities if they had been aware of the present proposals to add to their commitments. The Bank of Ceylon was not bound by the award but it voluntarily adopted the scheme prescribed in the award. They may not have done so if the present proposals had been incorporated in that award. Such parties as have voluntarily committed themselves to certain financial liabilities under certain circumstances should be given an opportunity of reconsidering their commitments when it is sought to alter the circumstances against their wishes. On behalf of the Union it was stated that the Union which was a party to the dispute before Mr. Thalagodapitiya was disregistered since and thereupon the Thalagodapitiya Award ceased to exist; the employers and employees merely continued to act according to the principles of that award; the Union now before this Court is a new Union, which is not bound by the award. We note that according to section 19 the Thalagodapitiya Award binds not only unions but also employers and workmen. Hence the employers concerned in the present dispute and their employees continue to be bound by the award. The present proposal is for the insertion of new terms or conditions in that award. The Act (section 27) provides for the insertion of new terms or conditions in the award of an Industrial Court but not for such insertion in the award of an Arbitrator. Section 20 provides only for repudiation of an Arbitrator's award.

We make no award on items 2 and 4 of the matters referred to us for settlement.

39. The last matter left for settlement is a demand for 7 days' leave in lieu of curtailed Bank holidays. In 1958 there were 19 Bank holidays. In 1959 the Government felt that there were too many such holidays and reduced the number to 12, "with a view to maintaining a uniform distribution of holidays to all classes of workers in the Island without any discrimination of class, grade or creed, and also to reduce the existing number of Public and Bank Holidays." (Objects and Reasons to the Holidays (Amendment) Act, No. 57 of 1957).

The Objects and Reasons to the Holidays (Amendment) Act further states thus: "It has long been felt that an economically underdeveloped country like Ceylon cannot afford the luxury of too many holidays which invariably tend to dislocate and disrupt the economic activities of the country as well as the essential services to the detriment of national welfare. It has therefore been considered desirable that the existing number of holidays should be reduced in keeping with the need for increased production to meet the increasing demand of a fast expanding population."

It is unfortunate that such a decision by the Government should be made the cause of an industrial dispute. Since that decision Government is said to have restored one of the old holidays and given Bandaranaike Commemoration Day as an additional holiday. The loss of holidays is then reduced to six. We are of opinion that Bank Holidays are not a part of the contract of service. Bank employees get these holidays because Government imposes them on the banks. When for any reason Government withdraws any of these holidays, the employees must forgo them. They cannot make that withdrawal the cause of an industrial dispute with the employers who are responsible neither for granting them nor for their withdrawal. We understand that the employers have, in this instance, agreed to increase privilege leave by three days. As far as this Court is concerned, this demand is disallowed.

S. B. YATAWARA,
President.

T. P. DE S. MUNASINGHE,
Member.

S. C. S. DE SILVA,
Member.

Colombo, 2nd June, 1962.

APPENDIX

SCHEDULE I

SCALES FOR CLERKS

Year of Service	Grade I		Grade II	
	Rs.	c.	Rs.	c.
1	106	0	—	—
2	112	0	—	—
3	118	0	—	—
4	124	0	—	—
5	130	0	—	—
6	136	0	—	—
7	142	0	—	—
8	148	0	—	—
9	154	0	192	0
10	160	0	202	0
11	166	0	212	0
12	172	0	222	0
13	178	0	232	0
14	184	0	242	0
15	190	0	252	0
16	196	0	262	0
17	202	0	272	0
18	208	0	282	0
19	214	0	292	0
20	221	0	302	0
21	228	0	312	0
22	235	0	322	0
23	242	0	334	0
24	250	0	346	0
25	260	0	360	0
26	270	0	375	0
27	280	0	390	0
28	290	0	405	0
29	—	—	—	—
30	—	—	—	—
31	—	—	—	—
32	—	—	—	—
33	—	—	—	—
34	—	—	—	—
35	—	—	—	—
36	—	—	—	—

Year of Service

Rs. c.

4	116	0
5	122	0
6	128	0
7	134	0
8	140	0
9	146	0
10	152	0
11	158	0
12	164	0
13	170	0
14	176	0
15	182	0
16	188	0
17	194	0
18	200	0
19	206	0
20	212	0
21	—	—
22	—	—
23	—	—
24	—	—
25	—	—
26	—	—
27	—	—
28	—	—
29	—	—
30	—	—
31	—	—
32	—	—
33	—	—
34	—	—
35	—	—
36	—	—

SCHEDULE II

SCALES FOR STENOGRAPHERS

With S. S. C.

Year of Service	Grade I		Grade II		Without S. S. C.	
	Rs.	c.	Rs.	c.	Rs.	c.
1	106	0	—	—	108	0
2	112	0	—	—	115	0
3	118	0	—	—	122	0
4	124	0	—	—	129	0
5	130	0	—	—	136	0
6	136	0	—	—	143	0
7	142	0	—	—	150	0
8	148	0	—	—	157	0
9	154	0	192	0	164	0
10	160	0	202	0	171	0
11	166	0	212	0	178	0
12	172	0	222	0	185	0
13	178	0	232	0	192	0
14	184	0	242	0	199	0
15	190	0	252	0	206	0
16	196	0	262	0	213	0
17	202	0	272	0	220	0
18	208	0	282	0	227	0
19	214	0	292	0	234	0
20	221	0	302	0	244	0
21	228	0	312	0	254	0
22	235	0	322	0	264	0
23	242	0	334	0	—	—
24	250	0	346	0	—	—
25	260	0	360	0	—	—
26	270	0	375	0	—	—
27	280	0	390	0	—	—
28	290	0	405	0	—	—
29	—	—	—	—	—	—
30	—	—	—	—	—	—
31	—	—	—	—	—	—
32	—	—	—	—	—	—
33	—	—	—	—	—	—
34	—	—	—	—	—	—
35	—	—	—	—	—	—
36	—	—	—	—	—	—

SCHEDULE III

SCALES FOR TELEPHONE OPERATORS

Year of Service	Rs.	c.
1	98	0
2	104	0
3	110	0

SCHEDULE IV

SCALES FOR PAINTERS, CARPENTERS, MASONS AND ELECTRICIANS

Year of Service

Rs. c.

1	70	50
2	72	50
3	74	50
4	76	50
5	78	50
6	80	50
7	82	50
8	84	50
9	86	50
10	89	50
11	92	50
12	95	50
13	98	50
14	101	50
15	104	50
16	107	50
17	110	50
18	113	50
19	116	50
20	119	50
21	122	50
22	125	50
23	128	50
24	131	50
25	134	50
26	139	0
27	143	50
28	148	0
29	152	50
30	157	0
31	161	50
32	—	—
33	—	—
34	—	—
35	—	—
36	—	—

SCHEDULE V

SCALES FOR COUNTERS

Year of Service

Rs. c.

1	65	0
2	67	0
3	69	0
4	71	0
5	73	0
6	76	0
7	79	0
8	82	0
9	85	0
10	88	0
11	91	0
12	94	0
13	97	0
14	100	0

Year of Service	Rs.	c.
15	103	0
16	106	0
17	110	0
18	114	0
19	118	0
20	122	0
21	126	0
22	130	0
23	134	0
24	138	0
25	142	0
26	146	0
27	150	0
28	154	0
29	—	—
30	—	—
31	—	—
32	—	—
33	—	—
34	—	—
35	—	—
36	—	—

SCHEDULE VI

SCALES FOR LIFT OPERATORS AND PLUMBERS

Year of Service	Rs.	c.
1	59	50
2	61	50
3	63	50
4	65	50
5	67	50
6	69	50
7	71	50
8	73	50
9	75	50
10	77	50
11	79	50
12	82	50
13	85	50
14	88	50
15	91	50
16	94	50
17	97	50
18	100	50
19	103	50
20	106	50
21	109	50
22	112	50
23	115	50
24	118	50
25	121	50
26	124	50
27	127	50
28	131	25
29	135	0
30	138	75
31	142	50
32	—	—
33	—	—
34	—	—
35	—	—
36	—	—

SCHEDULE VII

SCALES FOR HEAD PEONS

Year of Service	Rs.	c.
1	—	—
2	—	—
3	—	—
4	—	—
5	—	—
6	—	—
7	—	—
8	—	—
9	—	—
10	—	—
11	100	0
12	103	0
13	106	0
14	109	0
15	112	0
16	115	0
17	118	0
18	121	0
19	124	0
20	127	0
21	130	0
22	133	0
23	136	0
24	139	0
25	142	0
26	145	0

Year of Service	Rs.	c.
27	148	0
28	152	0
29	—	—
30	—	—
31	—	—
32	—	—
33	—	—
34	—	—
35	—	—
36	—	—

SCHEDULE VIII

SCALES FOR PEONS

Year of Service	Rs.	c.
1	54	0
2	56	0
3	58	0
4	60	0
5	62	0
6	65	0
7	68	0
8	71	0
9	74	0
10	77	0
11	80	0
12	83	0
13	86	0
14	89	0
15	92	0
16	95	0
17	98	0
18	101	0
19	104	0
20	107	0
21	110	0
22	113	0
23	116	0
24	119	0
25	122	0
26	125	0
27	128	0
28	132	0
29	—	—
30	—	—
31	—	—
32	—	—
33	—	—
34	—	—
35	—	—
36	—	—

SCHEDULE IX

SCALES FOR WATCHERS

Year of Service	Rs.	c.
1	56	0
2	57	0
3	58	0
4	59	0
5	60	0
6	62	0
7	64	0
8	66	0
9	68	0
10	70	0
11	72	0
12	75	0
13	78	0
14	81	0
15	84	0
16	87	0
17	90	0
18	93	0
19	96	0
20	99	0
21	102	0
22	105	0
23	108	0
24	111	0
25	114	0
26	117	0
27	120	0
28	124	0
29	—	—
30	—	—
31	—	—
32	—	—
33	—	—
34	—	—
35	—	—
36	—	—

SCHEDULE X
 SCALES FOR LABOURERS

Year of Service	Rs.	c.
1	49	0
2	50	0
3	51	0
4	52	0
5	53	0
6	55	0
7	57	0
8	59	0
9	61	0
10	63	0
11	65	0
12	67	50
13	70	0
14	72	50
15	75	0
16	77	50
17	80	0
18	82	50
19	85	0
20	87	50
21	90	50
22	93	50
23	96	50
24	99	50
25	102	50
26	105	50
27	108	50
28	112	50
29	—	—
30	—	—
31	—	—
32	—	—
33	—	—
34	—	—
35	—	—
36	—	—

6-921

SUB-COMMITTEE TO EXAMINE AND REPORT ON THE
 REVISION OF THE CEYLON GOVERNMENT MANUAL
 OF PROCEDURE

IN pursuance of a decision reached by the Cabinet, a Sub-Committee has been set up to examine and recommend to the Government through the Hon. Minister of Finance what amendments are necessary to the existing regulations in the Manual of Procedure, governing the rights of Public Servants and their conditions of service.

2. Public Service Trade Unions, individual Public Servants and others interested are requested to send in writing any representations which they wish to make to this Sub-Committee. Communications should be addressed to:—

The Secretary of the Sub-Committee to revise the Manual of Procedure,

C/o The Department of Commodity Purchase,
 P. O. Box 147,
 Colombo.

3. All representations should reach the Secretary before 12 noon on Saturday, 21st July, 1962.

K. P. RUPASINGHE,
 Secretary of the Sub-Committee to revise
 the Manual of Procedure.

Colombo, 18th June, 1962.

6-1024

CONTROL OF PRICES ACT, No. 29 OF 1950

IT is hereby notified in terms of sub-section 7 of section 4 of the Control of Prices Act, No. 29 of 1950 that the Orders in the Schedule given below have been approved by me.

Colombo, 10.6.1962.

T. B. ILANGARATNE,
 Minister of Commerce Trade, Food and Shipping.

Schedule

Date of Order	Authority by whom the Order was issued	Commodity to which the Order relates	Gazette in which the Order was published
5. 3. 62	Assistant Controller of Prices (Food), Colombo District	Subsidiary Foodstuffs	No. 12,983 of 12. 3.1962
5. 3. 62	Assistant Controller of Prices (Food), Galle District	Mutton	No. 12,983 of 12. 3.1962
5. 3. 62	Assistant Controller of Prices (Food), Galle District	Beef	No. 12,983 of 12. 3.1962
6. 3. 62	Assistant Controller of Prices (Food), Kalutara District	Subsidiary Foodstuffs	No. 12,983 of 12. 3.1962
5. 3. 62	Assistant Controller of Prices (Food), Kalutara District	Dried Fish and Dried Prawns	No. 12,983 of 12. 3.1962
6. 3. 62	Assistant Controller of Prices (Food), Matale District	do.	No. 12,983 of 12. 3.1962
15. 3. 62	Controller of Prices (Food),	Sakkara	No. 12,988 of 16. 3.1962
7. 3. 62	Assistant Controller of Prices (Food), Nuwara Eliya District	Subsidiary Foodstuffs	No. 12,989 of 17. 3.1962
7. 3. 62	Assistant Controller of Prices (Food), Ratnapura District	Dried Fish and Dried Prawns	No. 12,989 of 17. 3.1962
16. 3. 62	Deputy Controller of Prices (Food), Kandy District and Uda Hewaheta D. R. O's Division of Nuwara Eliya District	Sakkara	No. 12,990 of 20. 3.1962
13. 3. 62	Deputy Food Controller of Prices (Food), Mannar District	Subsidiary Foodstuffs	No. 12,990 of 20. 3.1962
16. 3. 62	Assistant Controller of Prices (Food), Jaffna District	Subsidiary Foodstuffs (Sakkara)	No. 12,990 of 20. 3.1962
16. 3. 62	Assistant Controller of Prices (Food), Badulla District	Subsidiary Foodstuffs Sugar (raw brown and white refined)	No. 12,995 of 24. 3.1962
23. 3. 62	Controller of Prices (Food)	Dried Fish and Dried Prawns	No. 12,994 of 23. 3.1962
23. 3. 62	Controller of Prices (Food)	Subsidiary Foodstuffs	No. 12,994 of 23. 3.1962
2. 3. 62	Assistant Controller of Prices (Food), Hambantota District	Dried Fish and Dried Prawns	No. 12,976 of 7. 3.1962
1. 3. 62	Assistant Controller of Prices (Food), Galle District	Subsidiary Foodstuffs	No. 12,976 of 7. 3.1962
28. 2. 62	Assistant Controller of Prices (Food), Vavuniya District	Subsidiary Foodstuffs	No. 12,976 of 7. 3.1962
28. 2. 62	Do.	Dried Fish and Dried Prawns	No. 12,976 of 7. 3.1962
2. 3. 62	Assistant Controller of Prices (Food), Badulla District	do.	No. 12,976 of 7. 3.1962
2. 3. 62	Assistant Controller of Prices (Food), Moneragala District	do.	No. 12,976 of 7. 3.1962
24. 2. 62	Deputy Controller of Prices (Food), Polonnaruwa District	do.	No. 12,976 of 7. 3.1962
24. 2. 62	Do.	Subsidiary Foodstuffs	No. 12,976 of 7. 3.1962
16. 3. 62	Assistant Controller of Prices (Food), Moneragala District	Sugar (raw brown and white refined)	No. 12,995 of 24. 3.1962
20. 3. 62	Assistant Controller of Prices (Food), Ratnapura District	Subsidiary Foodstuffs	No. 12,995 of 24. 3.1962
26. 3. 62	Assistant Controller of Prices (Food), Galle District	do.	No. 12,999 of 28. 3.1962
27. 3. 62	Assistant Controller of Prices (Food), Kalutara District	do.	No. 13,004 of 31. 3.1962
26. 3. 62	Assistant Controller of Prices (Food), Matale District	do.	No. 13,004 of 31. 3.1962
26. 3. 62	Assistant Controller of Prices (Food), Kurunegala District	Sakkara	No. 13,004 of 31. 3.1962

FORM 7

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

NOTIFICATION UNDER SECTION 16 (1) (c) OF THE ACT

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

Colombo, June 11, 1962.

W. T. JAYASINGHE,
Commissioner for the Registration of Indian and Pakistani Residents.

SCHEDULE 62/4

I
Particulars of Person Registered as a Citizen of Ceylon

II

Name	Age	Sex	Address			
Gurunathan Arunasalam	35	M	All of Rahatungoda Estate, Hewaheta	January 25, 1954		
Marudaie	35	F		April 3, 1962		
Angamuthu	4	F		do.		
Thanalechimie	6	F				
Pannirchelvam	1	M				
Veeran Arumugam	46	M	All of Agalawatte Road, Matale	December 8, 1960		
Sellatchy	37	F				
Irudayanathan	14	M				
Sivalingam	12	M				
Pathibanathan	10	M				
Devasagayam	6	M				
Rose Arputhamallar	4	F				
Basil Sathkunam	3	M	April 3, 1962			
Natchan Veeran	41	M	All of Halgranoya Estate, Halgranoya	February 5, 1958		
Natchy	38	F				
Pappathy	24	F				
Raman	16	M				
Alagoo alias Ponnalagu	14	F				
Natchan	8	M				
Alagan	6	M				
Selvarasu	4	M				
Vellayan	7	M			April 3, 1962	
Annamalai Ramalingam	28	M			All of Bogahawatte Estate, Kotagala	December 2, 1959
Gnanamma	—	F				
Muniyappen	5	M				
Sivapalan	3	M				
Yogambal	3	F	April 3, 1962			
Krishnamoorthy	2	M	do.			
Karivandan Alagamalay	38	M	All of Maha Eliya Estate, Nanuoya	December 4, 1958		
Palaniammah	28	F				
Kaliammah	11	F				
Ariamalay	9	F				
Selvarasa	5	M				
Sodimalar	3	F			April 3, 1962	
Andy Pitchan	51	M			All of Old Division, Gowerakelle Estate, Demodera	August 7, 1958
Mariyaie	41	F				
Papathy alias Alagamma	25	F				
Sellamah	21	F				
Alagamma alias Muthammal	19	F				
Parwathy	13	F				
Veloo	11	M				
Rasiah	9	M				
Ganeson	7	M				
Ramaie	4	F	April 3, 1962			
Letchumie	4	F	do.			
Murugam Arumugam	30	M	All of Lower Division, Degalessa Group, Yatiyantoa	January 30, 1961		
Sarojini	1	F		April 3, 1962		
Iyiankutty Sinnavan	35	M	All of Radella, Nanuoya	July 28, 1952		
Sinnavan Sellamuthu	12	M				
Sinnavan Selaie	5	F				
Sinnavan Anjalaie	4	F				
Araie	11	F			April 3, 1962	
Saminathan	9	M			do.	
Mariaie	6	F			do.	
Meenamba	4	F			do.	
Veeran Sinniah	39	M			All of Rappahannock, Udapusellawa, Nuwara Eliya	April 29, 1954
Letchimie	—	F				
Araie	6	F				
Velaie	4	F				
Veeran	2	M				
Periya	4	F	April 3, 1962			
Maraimuthu	1	M	do.			
Karupiah Rengasamy	38	M	All of Melfort Estate, Pussellawa	February 12, 1957		
Rackammah	30	F				
Kamalavally	13	F				
Vathsala	9	F				
Sarojini	7	F				
Navaratnam	6	M				
Balakrishnan	4	M				
Vijayakumar	1	M				
Jeya Ram	4	M			April 3, 1962	
Parimaladevi	1	F			do.	
Cadirvale Mariemuthu	45	M			All of Dunsinane Estate, Upper Division, No. 2 Division, Punduloya	July 31, 1956
Sivagamy	—	F	April 3, 1962			
Kandasamy	2	M				

I
 Particulars of Person Registered as a Citizen of Ceylon

II

Name	Age	Sex	Address			
Veerasamy Kuppan	39	M	All of Upper Division, Oliphant Estate, Nuwara Eliya	May 27, 1957		
Ramaie	33	F				
Veerasamy	11	M				
Irusamma	8	F				
Janakie	5	F				
Valliammah	3	F				
Ramalingam	4	M		April 3, 1962		
Sundaralingam	5mths.	M		do.		
Poovan Sinniah	41	M	All of Goatfell Estate, Kandapola	May 27, 1957		
Sevanaie	35	F				
Ramaie	16	F				
Pappapathy	12	F				
Velaie	9	F				
Balasupramaniam	6	M				
Velayutham	4	M		April 3, 1962		
Rasaletchimy	4	F		do.		
Peththan Muniandy	42	M	All of Glasgow Estate, Lower Division, Agra-patana	September 21, 1954		
Ramaie	38	F				
Alagamma	17	F				
Muthuocaruppy	12	F				
Maruthai alias Manthyan	11	M				
Sinama	6	F				April 3, 1962
Sellan Rengasamy	35	M	All of Queensberry Middle Division, Kotmale	September 20, 1955		
Sellammal	25	F				
Meenatchiammal	6	F				
Nadaraja	4	M				
Eaugambaram	3	M				
Nageswari	1	F				
Namasivayam	6	M		April 3, 1962		
Savithri	2	F		do.		
Thanaletchimy	3 mths.	F		do.		
Muthu Suppen	30	M	All of Middle Division, Kataboola Group, Kotmale	December 19, 1956		
Sitto	32	F				
Periamma	10	F				
Anditchy	8	F				
Arumugam	5	M				
Sanmuganathan	2	M				April 3, 1962
Kengarakkan Alagan	27	M	All of Lower Division, Hellbodde Estate, Pussellawa	January 8, 1957		
Mookaie	—	F			April 3, 1962	
Krishnasamy	3	M			do.	
Arumugam Korappulian	31	M	All of Upper Division, North Punduloya Estate, Punduloya	September 28, 1957		
Avaly	25	F				
Maruthamuthu	4	M				
Nagamma	3	F				
Selliah	3	M				
Thavaletchimi	6	F				April 3, 1962
Arumugam	3	M		do.		
Supramanian	1	M		do.		
Manickam Patchamuthu	32	M	All of Middle Division, Helbode Estate, Katukitula	March 25, 1957		
Meenatchi	28	F				
Krishnan	7	M				
Palaney	4	M				
Thavamoney	5	F				April 3, 1962
S. Maruthamuthu Periyasamy	31	M			All of Lower Division, Helbode, Katukitula	March 25, 1957
Sellamma	23	F				
Theivanai	6	F				
Selladora	3	M		April 3, 1962		
Duraisamy Komarasamy	38	M	All of Moonplains Division, Mahagastotte Estate, Nuwara Eliya	May 21, 1957		
Visalatchie	25	F				
Theivanai	7	F				
Wasatha Kumaru	4	M				
Coomaresvaran	2	M				
Seedadevi	3 mths.	F				April 3, 1962
Perumal Patchamuthu	53	M	All of Frotoft Division, Frotoft Group, Ramboda	June 6, 1957		
Palaniamma	33	F				
Perumal alias Muniappan	17	M				
Muniappan	15	M				
Nagamma	12	F				
Sandarasekeran	4	M				
Sunderaraj	5	M		April 3, 1962		
Arumugam Muniappan	34	M	All of Rushbrook Division, Frotoft Group, Ramboda	July 20, 1957		
Kandammah	26	F				
Sithan	9	M				
Arumugam	5	M				
Rajamma	3	F				
Manoharan	8 mths.	M				
Danasekera	1	M		April 3, 1962		
Muthu Veloo	28	M	All of Gingranoya Division, Kolapatana Estate, Kotmale	July 24, 1957		
Surumbayi	—	F				
Malar Vallie	3	F				
Thamilselvi	2	F				
Nedunchelihan	4 mths.	M				
Myekal Rayappen	31	M				April 3, 1962
Pakkiam	—	F	All of Gordon, Udapussellawa	September 4, 1956		
Rosammal alias Seyanthamma	6	F				
Anthonyamma	4	F				
Sandanamarie	1	F				April 3, 1962

I
 Particulars of Person Registered as a Citizen of Ceylon

Name	Age	Sex	Address	II
Pitchai Muniandy	36	M	All of Accramalay Division, Meddecombra Estate, Watagoda	March 19, 1957
Valliamma	28	F		
Saroja	14	F		
Sellam	12	F		
Puspawathy	10	F		
Jayarasu	8	M		
Krishnaswamy	5	M		
Jayamoney	3	F		
Kandiah	1	M		
Rajaratnam	3	M		
Govindan Raman	34	M	All of Mahagastotte Group, Nuwara Eliya	April 19, 1958
Ammakannoo	26	F		
Pushparaju	7	M		
Thanapakyan	1	F		
Sivagamu	1	F		
Muthamma w/o Pattan Muthuveeran	41	F	All of R. S. Gang, C. G. R., Nanuoya	October 23, 1958
Kathiravale	26	M		
Ramasamy	24	M		
Perumal	17	M		
Pattaie	13	F		
Ambikawathy	14	F		
Sivalingam	10	M		
Sevanamma	8	F		
Karlimuthu Yegambaram	33	M		
Theivanaie	23	F		
Masilamoney	6	M	All of Upper Division, Kirklees Estate, Udupussellawa	April 3, 1962
Logamba	4	F		
Jothi	6 mths.	F		
Mari Gunasingaram	37	M	All of Waldemar Group, Udupussellawa	July 25, 1959
Sivapackiam	26	F		
Karthigeson	9	M		
Rajah	1	M		
Perumal Maruday	30	M	All of Kataboola Estate, Kotmale	May 10, 1957
Kuppai	20	F		
Kathiresan	2	M		
Sukumar	1	M		
Sivakumaran	4	M		
Nirmaladevi	2	F		
Indrani	1	F		
Vellayan Kumaran	41	M		
Jevamalay	25	F	All of Glenloch Group, Katukitula	May 15, 1957
Annamary alias Annaletchumy	18	F		
Vellayan	14	M		
Alagan alias Alagasamy	12	M		
Annapooranam	10	F		
Mary	8	F		
Anthoniyammah	4	F		
Pushpam	2	F		
Arokiasamy	10	M		
Maruthy Arumugam	34	M		
Mariaie	32	F		
Rajakumary	4	F		
Puspa Rane	6	F	All of Blairlmond Estate, Udupussellawa	June 6, 1958
Rengasamy Palaniyandy	26	M		
Pappathie	22	F		
Balakrishnan	2	M		
Thiyagaraja	6 mths.	M		
Kalian Kathan	35	M	All of Maha Uva Estate, Harasbedde	May 11, 1959
Arate	26	F		
Rajeswari alias Sevanamma	11	F		
Saroja	8	F		
Doraras	6	M	All of Maha Uva Estate, Harasbedde	April 3, 1962
Meiyan Muthiah	43	M		
Veeraie	34	F		
Kaliamm alias Sinna Veeraie	18	F		
Sivasamy	15	M		
Sivapackiam	13	F		
Alagar	10	F		
Thanaletchumie	7	F		
Meiyappen	4	M		
Subramaniam	2	M		
Maiyan Mayalagu	34	M	All of Maha Uva Estate, Harasbedde	May 11, 1959
Sithraie	25	F		
Ponnambalam	6	M		
Viju	4	M		
Mahalingam	3	M		
Sarojinithevy	1	F	All of Maha Uva Estate, Harasbedde	April 3, 1962
Nalliah Selladurai	37	M		
Arraie	32	F		
Kandiah	13	M		
Sivapackiam	9	F		
Panchawarnam	7	F		
Selvam	4	F		
Ratnamba	3	F		
Sivasubramaniam	10mths.	M		
Manuvel Ambroose	35	M		
Anthoniamma	25	F		
Wilfred Chandran	4	M		
Leema Rane	4	F		
Petericia	10mths.	F		
Boniface	10	M		

I

II

Particulars of Person Registered as a Citizen of Ceylon

Name	Age	Sex	Address		
Mooken Pootchie	32	M	All of South Meddecombra Estate, Watagoda	July 1, 1959	
Parwathie	27	F		April 3, 1962	
Sounthiram <i>alias</i> Saunthera Vallie	10	F			
Sivapalkiam	8	F	All of North Meddecombra Estate, Watagoda	July 1, 1959	
Iyasamy Marimuthu	38	M			
Kolandaammal	30	F			
Kaliannah	12	F			
Muthukumari	10	F			
Visvalingam	7	M			
Selvaraj	4	M		April 3, 1962	
Subramaniam	3	M	do.		
Jothyvale	1	M			
Kumaravale Sinnamuthu	34	M	All of Halgolla Division, Goorookoya Estate, Nawalapitiya	July 1, 1959	
Anthonyammal	29	F			
Madathy	9	F			
Nadarajah	6	M		April 3, 1962	
Sivapackiam	3	F		do.	
Krishnasamy	1	M			
Karuppiyah Ponniah	37	M		All of Doombagastalawa Estate, Kotmale	July 1, 1959
Pottu	30	F			
Dhanapackiam	11	F			
Meenatchy	8	F			
Jayaparathy	6	M	April 3, 1962		
Karunakaran	3	M			
Yogarani	2	F			
Muniyandy Sinniah	34	M	All of Middle Division, Kataboola Group, Kotmale	October 2, 1959	
Karly	—	F		June 16, 1960	
Arunthathy	12	F		do.	
Meenamma	11	F		do.	
Jayamani	8	M		do.	
Nageswarie	6	F		do.	
Sunderambal	3	F		do.	
Kanagavalli	1	F		do.	
Vijeyalethimie	8 mths.	F		April 3, 1962	
Kitnan Govindan	40	M	All of 2nd Division, Diyagama West, Agra-patana	October 2, 1959	
Ramasamy	15	M			
Kitnasamy	13	M			
Jeyaramu	8	F		April 3, 1962	
Mariaie	10	F			
Periyannen Palaniyandy <i>alias</i> Vyapury	48	M		All of Rilagala Estate, Kotmale	January 26, 1957
Nallathangal	38	F			
Theivanai	18	F			
Vythilingam	15	M			
Muthusamy	12	M			
Valliammai	9	F	April 3, 1962		
Mooken	6	M			
Palaniyammah	3	M			
Dharamarajah	3	M			
Mottayan Cadiravale	47	M	All of Bungalow Division, Hopton Group, Hopton		October 5, 1959
Karuppaie	41	F			
Kuppaie	21	F			
Marudaie	19	F		April 3, 1962	
Mauthucruppan <i>alias</i> Kuppamuthu	16	M		do.	
Subramaniam	9	M			
Rasalingam	5	M			
Rajenuran	3	M			
Vellasamy Silambaram	44	M		All of Waldemar Group, Udapussellawa	October 5, 1959
Kaly	32	F			
Kadiraie	26	F			
Thavamony	13	F			
Letcumy	8	F			
Annekody	6	F	April 3, 1962		
Selvaras	4	M	do.		
Sathivale	2	M			
Periyasamy	3	M			
Pakiam	5 mths.	M			
Sangaran Sandanam Ratnam	37	M	All of Meddecombra Estate, Watagoda	October 8, 1959	
Sananam	29	F			
Rosemary	9	F		April 3, 1962	
Anthony	7	M			
Agayamary	3	F	All of Calsay Estate, Nanuoya	October 8, 1959	
Kuppan Perumal	33	M			
Lappaie	28	F			
Selvarajah	9	M		April 3, 1962	
Saroja	3	F	All of Pedro Estate, Nuwara Eliya	November 27, 1959	
Packiy Jebamalay	34	M			
Savariachy Elizabeth <i>alias</i> Selvam	32	F			
Vincent Le Paul	14	M			
Marshall de Alexander	12	M			
Christie Paul	11	M			
Patrick Paul	8	M		April 3, 1962	
Austin Cruze	5	M		do.	
Mary Grace	4	F			
Nirmalamary	1	F			
Arunasalam Silambaram	49	M	All of Calsay Estate, Nanuoya	November 27, 1959	
Muthammah	27	F			
Meenatchy	8	F			
Sangaran	3	M		April 3, 1962	
Thanaletchumy	2	F			

I

II

Particulars of Person Registered as a Citizen of Ceylon

Name	Age	Sex	Address		
Rayappen Innasimuthoo	47	M	All of Yellebenda Division, Oonoogaloya Estate, Kotmale	December 10, 1959	
Anthonyammal	—	F		April 3, 1962	
Gnanammah	20	F			
Selvamary	17	F			
Sandanamma	26	F			
Raman Pambayan	46	M	All of Barcaple Estate, Kotmale	July 28, 1958	
Sinnamah	36	F			
Ramaie	23	F			
Vellayan alias Muthusamy	18	M			
Sickan	15	M			
Parpathy	12	F			
Ramasamy	9	M			
Sundararaj	6	M			
Balakittuan	3	M		April 3, 1962	
Magasan	4	M			
Arumugam Shanmugam	32	M	All of Edinburgh Estate, Nanuoya	February 28, 1958	
Sangarammah	24	F		April 3, 1962	
Rajammal	5	F			
Sivahamy	7	F			
Seeni Panayan Adaickalam	53	M	All of Alakolamadapatana, Udupussellawa	October 13, 1959	
Polingiammal	42	F			
Sigamoney	23	F			
Thiyagarajah	18	M			
Thirupathy	9	M			
Thiruwassagam	4	M		April 3, 1962	
Thiyagamoney	4	F			
Caruppiyah Ramasamy	32	M		All of South Division, Meddecombra Group, Watagoda	March 22, 1961
Ambaie	24	F			April 3, 1962
Saraswathy	6	F			
Erulaie	4	F			
Murugiah	1	M			
Sinniah Karuppiyah alias Muthusamy Karuppiyah	39	M	All of Wiharagama Estate, Matale	November 20, 1956	
Letchumy	36	F			
Kalimuthu	17	M			
Ramasamy	15	M			
Kaliamma	12	F		April 3, 1962	
Sellamma	7	F			
Walliamma	6	F			
Ramasamy Nalliah	34	M	All of Rozella Estate, Rozella	September 20, 1957	
Sivanaie	30	F			
Selambaie	11	F			
Ramaie	8	F			
Kathaie	6	F			
Angaie	3	F		April 3, 1962	
Arumugam	1	M		do.	
Vimala	4	F			
Neelawathy	1	F			
Kathirval Alagan	43	M		All of Top Division, Gallebodde Estate, Galleboda	July 28, 1958
Letchumie	41	F			
Thangamma alias Ponnalagoo	22	F			
Veeriah alias Maruthai	19	M			
Natchiyamma	12	F	April 3, 1962		
Subawalli alias Valliamma	9	F			
Namanathan	2	M			
Ponnan Palanimuthu	46	M	All of Strathspey Group, Upcot		July 28, 1958
Kanniammah	39	F			
Letchumy	16	F			
Rasiah	13	M			
Ponnusamy	10	M			
Nallusamy	7	M			
Theivanai	5	F			
Pakiam	3	F		April 3, 1962	
Muthaie	5	F			
Sellan Cadirvelu	42	M		All of Upper Division, Blairlmond Estate, Udupussellawa	April 24, 1959
Ratnam	17	M			
Selvaratnam alias Selvaraj	9	M			
Poolingam	7	M			
Sellamany	4	M	April 3, 1962		
Mariyaie	—	F			
Kadiravale Sinniah	38	M	All of Ettapola Estate, Matale	July 18, 1959	
Suppiyah alias Nadeson	17	M			
Theivanay	14	F			
Nagalethumie	11	F			
Subramanian	6	M			
Kumarasamy	2	M			
Walliamma	28	F		April 3, 1962	
Kalaivani	1	F		do.	
Pitchay Mylwaganam	42	M		All of Penlyon Estate, Dolosbage	January 30, 1961
Jebamalay Arputham	—	F			April 3, 1962
Mavis Catherine Selvamalar	2	F	do.		
Claudia Celestin Sinnamalar	1	F	do.		
Peria Palany Sinnakandan	50	M			
Natchiamma	35	F	All of Moonplains Division, Mahagastota Estate, Nuwara Eliya	February 7, 1961	
Maruthaveeran	16	M			
Kandasamy	12	M			
Manonmani	11	F			
Warudarajah	9	M			
Meenatchi	5	F			
Letchumi	2	F			
Ramaraju	2	M			
Varadammah	1	F		April 3, 1962	

I
 Particulars of Person Registered as a Citizen of Ceylon

II

Name	Age	Sex	Address			
Vellasamy Muthumayan ..	36	M	All of Annefield Estate, Rahanwatte Group, Lindula	January 25, 1961		
Valliamma ..	26	F				
Rajakulendran ..	10	M				
Santhakumar ..	8	M				
Vijayakumar ..	4	M				
Vijayakumari ..	3	F				
Kanthimathie ..	2	F		April 10, 1962		
Narayanan Sangaran ..	47	M	All of Kalupahani Estate, Haldummula	July 1, 1959		
Kurumbaie ..	—	F				
Pitthaie <i>alias</i> Seethay ..	23	F				
Raman ..	21	M				
Raman ..	16	M				
Velu <i>alias</i> Valsaidon ..	14	M				
Marimuthu <i>alias</i> Sivamani ..	11	M				
Karuppiyah <i>alias</i> Madavan ..	7	M				
Meenatchy <i>alias</i> Vally ..	19	F		December 3, 1959		
Meenatchy ..	6	F		April 10, 1962		
Ramiah Karuppiyah ..	30	M	All of Maha Uva Estate, Harasbedde	April 19, 1958		
Kaliamma ..	—	F			April 10, 1962	
Sanmuganaden ..	3	M			do.	
Katnakumar ..	5mths	M			do.	
Ellan Pappan ..	58	M	All of Middle Division, Hellbodde Estate, Pussellawa	October 23, 1958		
Rengamma ..	46	F				
Perumal ..	26	M				
Pappathy ..	22	F				
Meenamamma ..	17	F				
Thanapackiam <i>alias</i> Sellamma ..	13	F				
Kitnasamy <i>alias</i> Kitnan ..	10	M				
Letchimey ..	7	F				April 10, 1962
Kadiran Kondan ..	40	M	All of Mahagastota Estate, Nuwara Eliya	May 4, 1959		
Kandaie ..	29	F				
Sevanu ..	12	M				
Thangarajah ..	9	M				
Selvarajah ..	7	M				
Thanaletchimie ..	3	F				
Letchman ..	2	M		April 10, 1962		
Ponnusamy Ponnambalam ..	37	M	All of Hapugastenne Estate, Maskeliya	October 5, 1959		
Ramaie ..	28	F				
Meenamamma ..	19	F				
Selladurai <i>alias</i> Ponniah <i>alias</i> Ponnusamy ..	16	M				
Pushpavathy ..	4	F				
Rajamonie ..	1	M				April 10, 1962
Murugan Govindan ..	46	M	All of Top Division, Hope Estate, Hewaheta	October 13, 1959		
Kathiraie ..	32	F				April 10, 1962
Balaguru ..	1	M				
Arunasalam Suppiah ..	43	M				
Sellamma ..	37	F	All of Needwood Group, Idalgashinna	February 18, 1959		
Ponniah ..	21	M				
Sothiamma <i>alias</i> Ramaie ..	18	F				
Rajaratnam ..	15	M				
Jayamani <i>alias</i> Dayaletchumy ..	13	F				
Arunasalam ..	11	M				
Dhanarajah ..	5	M				
Ramiah ..	3	M				
Meenatchyamma ..	4	F				April 10, 1962
Kamalawathy ..	1	F				do.
Suppan Murukan ..	46	M	All of Drayton Estate, Kotagala	August 11, 1959		
Panjamma ..	47	F				
Manickam ..	27	M				
Sinniah ..	21	M				
Ponnamma ..	10	F				
Panjama ..	6	F				April 10, 1962
Yesudian Savarimuthu ..	30	M	All of Calsay Estate, Nanu Oya	October 8, 1959		
Therasammal ..	26	F			April 10, 1962	
Xavier Margaret Lucia ..	2	F			do.	
Vengitan Rengasamy ..	54	M	All of Macduff Estate, Lindula	February 20, 1961		
Raman ..	28	M				
Letchumy ..	25	F				
Thanapackiam ..	20	F				
Parvathie ..	13	F				
Lalitha ..	11	F				
Kitnamma ..	—	F				
Rajamma ..	4	F				April 10, 1962
Kanagaratnam ..	1	M				do.
Angamuthu Palanyandy ..	30	M				do.
Parvathie ..	6	F	All of Ellebedde Lower Division, Bogawan- talawa	September 12, 1956		
Ramasamy ..	4	M			April 10, 1962	
Thaivane ..	7	F				
Nallammal <i>ww/o</i> Sellamuthu Maruthey ..	—	F	All of Choughbleigh Estate, Pussellawa	May 27, 1957		
Valliamma ..	6	F				April 10, 1962
Muthamma ..	4	F				do.
Sellammah ..	14	F				do.
Letchimie ..	6	F				do.
Seethei ..	2	F				do.
Sinnapitchan Sinnapayal ..	29	M	All of Drumoland Division, Nagalla Gammaduwa	September 9, 1957		
Sinna Algie ..	26	F				
Palaniyandy ..	6	M				
Nallie <i>alias</i> Nallie ..	2	F				
Amarawathy ..	3	F				April 10, 1962

I
Particulars of Person Registered as a Citizen of Ceylon

II

Name	Age	Sex	Address			
Sivalingam Veeriah	30	M	All of Maha Uva Estate, Harasbedde	October 14, 1959		
Mariaie	—	F		April 10, 1962		
Bilominam	6	F		do.		
Victor	4	M		do.		
Rajendiran	1	M	do.			
Caruppiah Ramasamy	33	M	All of Dooroomadella Division, Mousakande Group, Gammaduwa	August 20, 1957		
Sellaie	26	F		April 10, 1962		
Maruthambal	7	F		do.		
Janakiammal	2	F		do.		
Thavamanythevie	4	F		do.		
Rasamanikkam	1	M				
Mayandy Veeriah	32	M	All of Mousakande Estate, Gammaduwa	November 24, 1959		
Ally	—	F		April 10, 1962		
Janakiamma	5	F		do.		
Parwathy	1	F				
Sandanam Sunderam	45	M	All of Hope Estate, Hewaheta	September 14, 1960		
Dhayamanie	41	F				
Ponnamma	20	F				
Devaraju	18	M				
Packiam	16	F				
Salatchie	15	F				
Indranie	13	F				
Paitechie	12	F				
Suppiah	10	M				
Letchimie	8	F				
Devagie	5	F				
Analetchimie	3	F			April 10, 1962	
Sundaram Sivanoo	34	M	All of Hanguranketa Group, Hanguranketa..	September 14, 1960		
Kamatthy	33	F				
Thottichy alias Thoty	11	F				
Subramaniam	6	M				
Ellangian	4	F				
Amarawathie	1	F			April 10, 1962	
Shanmuganadar Thavamany	38	M	All of 413, K. K. S. Road, Jaffna	June 8, 1961		
Maruthammal	32	F				
Shanta Devi	14	F				
Karunaimany	12	F				
Jegajothy	11	F				
Sivakumar	2	M				
Palachandran	9mths.	M			April 24, 1962	
Veeraie ww/o Palaniandy Subramaniam	39	F			All of Pitakande Group, Matale	October 28, 1955
Palaniandy	15	M				
Letchumy	13	F				
Sinnaletchumy	10	F				
Palanisamy	6	M	April 17, 1962			
Nawamany	6	F				
Ponnusamy Perumal	34	M	All of Vidiyapitiya Estate, Matale	November 12, 1957		
Vairathal	26	F				
Kariamma	9	F				
Govindamma	5	F				
Rajamoney	3	M				
Nagaranee	2	F			April 17, 1962	
Karuppennan Sinnaiah	47	M			All of Pussellawa Estate, Rattota	October 29, 1958
Kalianmah	35	F				
Pitche	16	M				
Pathmini	3	F				
Nagaratnam	1	M	April 17, 1962			
Sellan Alagan	63	M				
Sellanma	41	F				
Masinalay	20	M				
Maruthaveeran	17	M				
Ramaie	14	F	All of Millrigg Division, Akaramboda Group, Pallepola	August 14, 1959		
Araie	11	F				
Mariamamma	9	F				
Amarawathy alias Umayawathie	5	F				
Packiam	6	F		April 17, 1962		
Murugan Palan	50	M	All of Lagolla Estate, Rattota	July 31, 1957		
Alagie	35	F				
Kandan alias Kandiah	14	M				
Alagan	13	M				
Sittu	10	F				
Letchumy	7	F				
Murugiah	4	M				
Parameshwari	1	F				
Seetha Letchumie	3	F			April 17, 1962	
Janakie ww/o Suppiah Ponnambalam	24	F				
Nagaraj	—	—				
Muruganathan	3	M			All of Hapugastenne Estate, Maskeliya	December 10, 1959
Sorubarani	2	F		April 17, 1962		
Alagan Athimoolam	37	M	All of Lower Division, Hope Estate, Hewaheta	July 30, 1960		
Caruppaie	31	F				
Rasiah	16	M				
Velusamy	14	M				
Shanmuganathan alias Samanathan	9	M				
Kumaravale	7	M				
Yasadari	4	F				
Rajakantham	3mths.	F			April 17, 1962	
Poravie P. Karuppen	52	M				
Sevenaie	47	F				
Paramasivam	21	M	All of Venture Group, Norwood	December 4, 1958		
Pitchai	14	M		April 17, 1962		
Muthucaruppaie	8	F		do.		

I
Particulars of Person Registered as a Citizen of Ceylon

II

Name	Age	Sex	Address	
Ponnan Ponniah	36	M	All of Midland Estate, Rattota	April 3, 1959
Mariaie	32	F		
Murugiah	17	M		
Jeevaratnam <i>alias</i> Sinna Caruppie	14	F		
Singam <i>alias</i> Selvaraj	10	M		
Valliamma	6	F		
Alagamma	5	F	All of Hellbodde Estate, Katukitula	April 17, 1962
Suprayan Sockan	44	M		
Karuppaie	33	F		
Ramiah	16	M		
Sellaie	14	F		
Coomarasamy	8	M		
Soleamma <i>alias</i> Paliamma	6	F	All of Hellbodde Estate, Katukitula	March 11, 1961
Sathasivam	3	M		
Aielandam	2	F		
Velautham	1	M		
Palaniandy Govindasamy	30	M		
Muthu Letchumie	19	F		
Rajeswary	4	F	All of Upper Division, Craighead Estate, Nawalapitiya	December 3, 1957
Supramaniam	2	M		
Viswalingam	2	M		
Savagan Alagu	50	M		
Vellayammal	40	F		
Mariatha <i>alias</i> Patchayamma	17	F		
Sevappaikiam <i>alias</i> Nallama	15	F	All of Parragalla Estate, Nawalapitiya	August 15, 1957
Pooranasundaram	12	F		
Kamala	7	F		
Alagusamy	3	M		
Selladurai	4	M		
Ramasamy Sinnaiah	39	M		
Palaniaie	—	F		
Mariaie	11	F		
Nagapooanam	9	F		
Thirupathie	7	M		
Kamatchy <i>alias</i> Letchimy	5	F		
Rukmany	1	F	All of Aceramalai Division, Meddecombra Group, Watagoda	April 17, 1962
Perumal Maruthai	54	M		
Sellammal	—	F		
Palaniandy <i>alias</i> Palanimuthu	30	M		
Tholiah <i>alias</i> Thonkkan	25	M		
Araie	16	F		
Maruthammal <i>alias</i> Poovaie	22	F	All of Queens' Town Estate, Hali Ela	September 20, 1960
Valliammal	9	F		
Sevagamyammal	7	F		
Gopal Iyathurai	28	M		
Sivappaikiam	21	F		
Kathiravelpillai	2	M		
Selvarajah	5	M	All of 2/49, Dias Place, Pettah, Colombo	May 30, 1957
Dharmaraju	3	M		
Shanmugarajah	1	M		
Kadirvelu Suppiah	41	M		
Selambaie	40	F		
Selliah	15	M		
Nadaraja	12	M	All of Queens' Town Estate, Hali Ela	December 8, 1959
Santhirawathy	10	F		
Navaratnam	8	M		
Vijayam	6	F		
Selvam	4	F		
Sanmuganathan	4	M		
Parkiam	2	F	All of Queens' Town Estate, Hali Ela	April 24, 1962
Balakrishnan	2 mths.	M		
Esakimuthu Chelliah	35	M		
Sellammah	28	F		
Christhumani	8	M		
Alice Mary	6	F		
Jayarajan	3	M	All of 38/5, Dias Place, Pettah, Colombo 11	December 8, 1960
Velu Thanappaikiam	29	F		
Fatima	3	F		
Stephen	1	M		
Sivalingam s/o Suppiah	50	M		
Kamatchy	47	F		
Rasammal	22	F	All of Nottinghill Estate, Mawatagama	April 24, 1962
Thirupathy Ammal	20	F		
Anna Letchimie	16	F		
Balasubramaniam	14	M		
Jeevaratnam	10	F		
Jayaletchumy	9	F		
Sundararaj	7	M	All of Queens' Town Estate, Hali Ela	December 8, 1960
Sivlingam	26	M		
Dhanaraja	9 mths.	M		
Sinniah Suppiah	39	M		
Segappaie	34	F		
Sandiravarnam	16	M		
Pottu	10	F	All of Hellbodde Estate, Russellawa	May 22, 1958
Sivappaikiam	7	F		
Karhireson	3	M		
Ganeson	3	M		
Wijaya Letchumey	3	F		
Veerasamy Muniandy	29	M		
Patchayamma	21	F	All of Galeboda Estate, Ratnapura	October 25, 1956
Sengarawel	2	M		
				April 24, 1962
				do.

I				II	
Particulars of Person Registered as a Citizen of Ceylon					
Name	Age	Sex	Address		
Kuppan s/o Sinnappan	38	M	All of Welimaluwa Estate, Ratnapura	November 14, 1956	
Kuppu	30	F			
Valliamma	15	F			
Kengamma	12	F			
Ramalingam	9	M			
Sevanamma	4	F			
Arumugam	2mths.	M		April 24, 1962	
Arulappan Mary	32	M	All of Maymollie Division, Glenloch Estate, Katukittula	March 25, 1957	April 24, 1962
Rakku	23	F			
Alagamma	6	F			
Valliamma	4	F			
Theivanai	1	F			
Perumal Gurusamy	30	M			
Janaki	22	F	All of c/o Gate Kaddy, Parakaduwa	April 8, 1959	April 24, 1962
Ganeson	5	M			
Chandrasegar	4	M			
Pusparane	3	F			
Shandra	1	F			
Ramasamy Sigamany	27	M			
Natchammah <i>alias</i> Rasamma	30	F	All of Midlands Estate, Rattota	May 22, 1958	April 24, 1962
Seloomoney	9	F			
Manawary	7	F			
Stephen	3	M			
Kalimuthoo Panusamy	43	M			
Thanam	—	F			
Mariyaie	19	F	All of St. George Group, Matugama	October 5, 1959	April 24, 1962
Selvamoney	17	F			
Pushpam	14	F			
Sandanam	11	F			
Supramaniam	10	M			
Rajalechimi	7	F			
Indrani	2	F		do.	
Subramaniam Pillai Narayanan	35	M	All of 191, 5th Corss Street, Colombo	May 4, 1961	April 24, 1962
Kanthimathayammal	22	F			
Pakialakshmy	3	F			
Ganeson	2	M			
Seethaie	6mths.	F			
Subramaniam	6mths.	M			
Saraswathy	3	F		April 24, 1962	
Sewathian Arockiam Sebastian	37	M	All of Pussella Group, Parakaduwa	February 7, 1961	April 24, 1962
Gnanapragasam	10	M			
Joseph Anthony	8	M			
George Mariyan	5	M			
Mary Sagayam	3	F			
Mary Manoranjitham	—	F			
Muthusamy Arumugam <i>Mookan alias</i>	42	M	All of 821, Wattegedara Road, Navinna, Boralesgamuwa	March 18, 1959	April 24, 1962
Arumugam Solomon	—	—			
Mookaie <i>alias</i> Nesam	36	F			
Rajendram <i>alias</i> Joseph	16	M			
Atputhamani	13	F			
Nesamony	3	F			
Thevamani	2	F		April 24, 1962	
Sinnan Marimuthoo	23	M	All of Godahena Estate, Dodangoda Post, Kalutara	September 29, 1953	April 24, 1962
Sinna Pillai	—	F			

6-843

FORM 7

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

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

Colombo, June 11, 1962.

W. T. JAYASINGHE,
Commissioner for the Registration of Indian and
Pakistani Residents.

SCHEDULE NO 62/5

I				II	
Particulars of Person Registered as a Citizen of Ceylon					
Name	Age	Sex	Address		
Dawoodbhoy Dosajee	58	M	All of 142, Keyzer Street, Colombo 11	May 11, 1962	
Kursambai	46	F			
Anverally	29	M			
Fakrudeen	24	M			
Ibrahim	20	M			
Shabbir Hussein	17	M			
Fatima Bai	16	F			
Adaikan Muthumari	32	M	All of Kosgalla Division Palmgarden, Ratnapura	January 12, 1954	
Sevanamma	29	F			
Theivanai	11	F			
Subramaniam	8	M			
Marudai	7	F			
Jayaletchimi	5	F			
Muthu Krishnen	11	M		May 11, 1962	

I
 Particulars of Person Registered as a Citizen of Ceylon

II

Name	Age	Sex	Address			
Marimuthu Muthiah	29	M	All of Agar's Land Estate, Top Division, Balangoda	January 16, 1957		
Ratnam	23	F		May 11, 1962		
Kalimuthu	6	M				
Puspam	9	F				
Peraman Kathirvelu	33	M	All of Hethersett Estate, Kandapola	October 8, 1959		
Magamaie	26	F				
Jayaletchumy	8	F				
Veerappen	5	M				
Murugiah	3	M				
Arumugam	2	M				
Muthan Ponniah	35	M	All of Mooloya Estate, Hewaheta	January 6, 1961		
Letchimie	—	F		May 11, 1962		
Saraswathy	6	F		do.		
Ramasamy Veerappan	36	M	All of No. 3 Division, Rookwood Estate, Hewaheta	September 14, 1960		
Bisomenika	—	F		May 11, 1962		
Ramaiyah	10	M		do.		
Murugai	8	F		do.		
Rajagopal	5	M		do.		
Rukmani	2	F		do.		
Karrian Raman	50	M		All of Kudaganga Estate, Mahagama	December 31, 1960	
Kamalam	34	F				
Perumal	22	M				
Marimuthu	20	M				
Subathirai <i>alias</i> Muniamma	17	F				
Thavamoney	15	F				
Thanappaikiyam	11	F				
Markandan	9	M				
Balakrishnan	8	M	May 11, 1962			
Annu	6	M	do.			
Arumugam Nadason	31	M	All of Pambagama Estate, Parakaduwa	March 27, 1961		
Sivahamy	—	F				
Sarakanathevi	8	F				
Pathmawadi <i>alias</i> Jodhi	15	F			May 11, 1962	
Ponnusamy Sandanam	38	M	All of Rahatungoda Estate, Hewaheta	July 6, 1953		
Sellammal	35	F				
Olaganadan	5	M				
Alamale	4	F				
Poornam	1	F				
Ponnamma	8	F			May 11, 1962	
Munian Vembady	43	M			All of Unugala Division, Unugala Group, Hali Ela	January 6, 1961
Ponnamma	40	F				
Malayalam	26	M				
Sellamma	23	F				
Sivalingam <i>alias</i> Nadarajan	19	M				
Velu	16	M				
Dharmalingam	14	M				
Vijayambal	13	F				
Krishnamoorthy	11	M				
Pushpam	8	F				
Devarajan <i>alias</i> Thiyagarajah	23	M	May 11, 1962			
Ramasamy Nanchan	40	M	All of No. 1, Peenkande Group, Uda Karawita, Nivitigala	February 19, 1957		
Sinnarengy	30	F				
Santhany	16	F				
Sithammah	8	F				
Ramu <i>alias</i> Suppiah	5	M				
Putusiddi	3	F				
Rasaiah	5	M			May 11, 1962	
Saraswadee	3	F			do.	
Theivanie	(mts.) 9	F			do.	
Silambaram Muthupalany	30	M			All of Condagalla Division, Labookellie Estate, Labukelle	June 18, 1959
Samutheran	5	M				
Rajalingam	3	M				
Jeyathanan	3	M	May 11, 1962			
Peter Camuvel	37	M	All of Clunes Estate, Dehiowita	October 2, 1959		
Meenatchy	33	F				
Sangaran	17	M				
Rajaletchumy	13	F				
Thangaraja	11	M				
Chandiram	9	F				
Sarowaja	7	F				
Parasaraman	4	M				
Sadanandam	2	M				
Vithiyatharan	2	M			May 11, 1962	
Suppramaniam Arumugam	56	M			All of Lower Division, Wewesse Group, Badulla	August 23, 1960
Marieie	54	F				
Suppiah	30	M				
Vadukkatha	22	F	May 11, 1962			
Perumal	17	M	do.			
Pambayan Perumal	45	M	All of Agar's Land Estate, Balangoda	March 16, 1961		
Petchaie <i>alias</i> Nallamma	26	F				
Kanje	8	M				
Visalatchy	7	F				
Radhakrishnan	5	M				
Thiyagarajah	3	M			May 11, 1962	
Susila	1	F			do.	

I				II	
Particulars of Person Registered as a Citizen of Ceylon					
Name	Age	Sex	Address		
Francis Christie Xavier	45	M	All of Vykumbura Estate, Passara	..	July 16, 1960
Rosemary	33	F			
Douglas	11	M			
Mary	8	F			
Stella Margapet	7	F			
Aloysius	6	M			
Mark Anthony	4	M			
Joseph Benedict	3	M			
Andrew	2	M			
Natchethera Karupiah Selliah Pillai	71	M			
Siyalammai Amma	—	F			
Soma Subramaniam	19	M			
Thangavelu	10	M			
Velauthampillai	8	M			
Shanmugampillai	6	M			
Abbasbhoi Mohamedally	30	M	All of Nos. 5 and 7, Grand Bazaar, Jaffna	..	May 22, 1962
Kubarabai	—	F			
Sirinbai	12	F			
Hussein	10	M			
Anwerally	7	M			
Alagappen Raman	37	M	All of No. 1, High Forest, Kandapola	..	January 25, 1954
Poongavanam	—	F			
Karupiah	9	M			
Velaie	7	F			
Sellamma	4	F			
Alagar	11	M			
Mariamma	4	F			
Veeriah	2	M			
Palaniandy Pitchai	49	M	All of Cholankande Division, Craighead Estate, Nawalapitiya	..	December 3, 1957
Kullie	31	F			
Rasamma	11	F			
Annapooranam	8	F			
Thangiah	5	M			
Poopathy alias Poowathy	3	F			
Rasamanickam	3	M			
Veeramalai Sellakkannoo	29	M	All of Horagalla Division, Nagastenne Group, Dolosbage	..	September 17, 1957
Mariaie	23	F			
Valliamma	6	F			
Murugiah	10	M			
Rasamma alias Parwathy, ww/o Suppiah	—	—	All of Karandagama Estate, Badalkumbura, Passara	..	September 7, 1957
Saminathan Sivapackiam	28	F			
Nadarajah	20	M			
Valliamma	18	F			
Rajeswary alias Rasaspyree	12	F			
Chandiran	8	M			
Kokilam	6	F			
Sivasambo	5	M			
Ganesh	3	M			
Soupackiam	4	F			
Sinnu Valu	28	M	All of No. 3 Division, Rookwood Estate, Hewaheta	..	August 14, 1958
Poongavanam	—	F			
Selvarasa	1	M			
Periathamby Vembiah	37	M	All of No. 3, Police Park Avenue, Havelock Town, Colombo 5	..	December 7, 1960
Marie Packiam	29	F			
Navajeevanam alias Navamani	9	F			
Padmini	6	F			
Ananda Raja	4	M			
Nadarajah	2	M			
Vellasamy Marimuthu	37	M	All of Top Division, Meddecombra Estate, Watagoda	..	February 11, 1959
Rengammal	31	F			
Annaletchumy	18	F			
Sivapackiam alias Sivanayakam	15	F			
Sivanathan	9	M			
Arumugam	10	M			
Kalian Kathan alias Lazarus	35	M			
Araie alias Arulmanie	26	F			
Rajeswari alias Sevaamma	11	F			
Saroja	8	F			
Doraras	6	M			
Solomon	2	M			
Sengan Sinniah	38	M	All of Polgahalande Division, Passara Group, Passara	..	January 6, 1961
Waliammah	30	F			
Jaya Letchimi	8	F			
Seetha Letchimie	4	F			
Kokilam	3	F			
Padmini	9	F			
Ramiah Suppiah	30	M	All of Maha Uva Estate, Harasbedda	..	May 28, 1959
Valliamma	21	F			
Thilampalam	1	M			
Savoogan Murugan	31	M	All of Udaveria Group, Ohiya	..	April 10, 1957
Mariaie alias Anjulie	23	F			
Sivanayagie	6	F			
Parameswari	8	F			
Pakianaden	5	M			
Perchaminah	4	F			
Yoeramnah	1	F			

Particulars of Person Registered as a Citizen of Ceylon

Name	Age	Sex	Address	
Mayandy Kathan	40	M	All of Hunugalla Estate, Elkaduwa	.. August 11, 1959
Meenatchi	36	F		
Marisai alias Parwathy	12	F		
Rukmanie	12	F		
Mailwaganam	8	M		
Rajendran	3	M		.. do.
Anthoimuthu Jebamalai	28	M	All of Bogahawatte Estate, Kotagala	.. February 16, 1957
Iruthayam	25	F		
Jeyamary	6	F		
Theresia	3	F		
Soosaiah	6	M		
Francis	2	M		.. June 5, 1962
				.. do.

Revenue and Expenditure Returns

THE CEYLON TRAINING COLONY SOCIETY, LIMITED

Balance Sheet—31st December, 1961

	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
Capital Fund :								
Balance as per Last Balance Sheet			327,139	18				
Accumulated Fund ..	14,054	93						
Less : Excess of Expenditure over Income	2,201	27						
			11,847	66				
Sabbatical Fund ..			3,764	3				
Playground Fund ..			2,817	15				
Staff Provident Fund ..			8,544	54				
Fixed Assets :								
Lands, Buildings and Roadways	253,190	72						
Furniture and Fittings—Chapel	73,180	96						
Furniture—Estate and Farm	767	50						
								327,139 18
Investments :								
State Mortgage Bank Debentures 1976	5,000	0						
Rs. 5,000 Ceylon Government 3½% Loan 1957-62	5,150	0						
								10,150 0
Staff Provident Fund :								
Ceylon Savings Bank								6,825 77
Current Assets :								
Stocks	193	23						
Sundry Debtors	8,820	28						
Pre-payments	463	33						
Cash in Hand	470	54						
Cash at Bank on Current Accounts	3,740	21						
								13,687 59
Less : Current Liabilities:								
Sundry Creditors and Balances	3,689	98						
								9,997 61
			354,112	56				354,112 56

AUDITOR'S REPORT

I have audited the above Balance Sheet with the books and accounts of the Society and have obtained all the information and explanations required. I am of the opinion that the Balance Sheet referred to is properly drawn up so as to exhibit a true and correct view of the state of affairs of the Society as at 31st December, 1961, according to the best of my information and the explanations given to me and as shown by the books of the society.

Colombo, 26th March, 1962.

A. D. E. DE S. WIJEYERATNE, } Public Auditor.
Chartered Accountant.

Miscellaneous Departmental Notices

THE AGRICULTURAL AND INDUSTRIAL CREDIT CORPORATION OF CEYLON

Notice under Section 64 of the Ordinance (Cap. 402)

1. Minette Mack of 8A, De Fonseka Road, Colombo.
2. Dona Olima Mabel Samarayake of Hunugalla, Bentota.
3. Mohamed Zackeriya Meyan of Colombo.
4. Mrs. K. Ramanathan of 10, Arunachalam Avenue, Colombo.
5. The Imperial Motor Garages, Kandy.
6. Kaliyar Segu Mohideen Lebbe of K. S. Pale Lebbe and Sons, Mallanda, Nawalapitiya.
7. Kana Roona Moona Ithanna Thoona Caruppen Chettiar of 23, Gampola Road, Nawalapitiya.

IT is hereby notified that by virtue of a resolution of the Board of Directors of the Agricultural and Industrial Credit Corporation of Ceylon under section 71 of the Agricultural and Industrial Credit Corporation Ordinance (Cap. 402 of the Legislative Enactments of Ceylon, 1956) published in the Government Gazette bearing No. 12,934 of February 16, 1962, and in the "Ceylon

Daily News" of April 30, 1962, Messrs. Schokman & Samarawickrema, Licensed Auctioneers of Kandy, have been directed to sell by public auction on the spot on the 21st day of July, 1962, at 4 p.m. the properties mentioned hereunder for the recovery of the sum of rupees two hundred and eighty-one thousand nine hundred and seventy-five and twenty cents (Rs. 281,975.20) with further interest on the principal sum of rupees two hundred and forty-one thousand seven hundred and eighty-four and forty cents (Rs. 241,784.40) at five per centum per annum from October 31, 1961, to date of sale and costs of sale which are specially mortgaged to the corporation by Richard Gregory Samaranyake and Collin Wijesekera Samaranyake, both of Peradeniya Estate, Peradeniya, in the District of Kandy, by bond No. 3635 dated March 9, 1955, and attested by J. S. Paranavitana, Notary Public of Colombo.

DESCRIPTION OF PROPERTIES TO BE SOLD

All those estates, plantations and premises called and known as Theydon Bois Group (comprising the estates called Stenshall and Theydon Bois) together with the bungalows, factories, furniture, fixtures and fittings, tools, implements and other the dead stock lying or standing thereon situated in the villages of Rambukpitiya and Nawalapitiya in Pasbage Korale of Upper Bulathgama in the District of Kandy, Central Province, comprising the estates called and known as:—

First.—All that estate called Stenshall situated at Rambukpitiya aforesaid bounded on the north by Kabaragalla Kopiewatte, east by Crown land, south by Jobugolla Copiawatte and on the west by Galmaduwa Kopiewatte and rock called Diyagala and Elphinstone's property also described as a tract of Crown land called Kondagala Mukalana or Hurumpalliyekele situated near the village of Pasbage, now Rambukpitiya aforesaid, bounded on the north by Peele Gala Kelle and Kondagala Hena, south and west by property of Messrs. Blackett and Drum and on the west by Galkadoole patana and containing in extent three hundred and fifty-seven acres two roods, and ten perches (357A. 2R. 10P.) according to title Plan No. 48,352 dated 1st July, 1845, and authenticated by F. B. Norris, Esquire, Surveyor-General—registered under title L 64/286 at the Kandy District Land Registry.

Second.—All that and those the estate plantation and premises called and known as Theydon Bois situated at Rambukpitiya and Nawalapitiya aforesaid comprising the following allotments of land to wit—

(a) All that allotment of land called Kabaragalla situated at Rambukpitiya aforesaid bounded on the north by Tibbowatte Palle Kelle and Raksawa kande, south by Galkadoole Patana, Kondalehena and Peellapalle kele, east by Crown patana and on the west by the property of Messrs. Reid Davidson and Company and containing in extent five hundred and twenty-six acres, one rood and ten perches (526A. 1R. 10P.) according to title Plan No. 48,384 dated 5th August, 1845, and authenticated by F. B. Norris, Esquire, Surveyor-General—registered under title L 56/36 at the Kandy District Land Registry.

(b) All that allotment of land called New Kabaragalla Estate situated at Rambukpitiya aforesaid bounded on the north-east by land described in T. P. 48,354, south-east by land said to belong to the Crown, south-west by T. P. 48,352 and on the west and north-west by lands described in title Plans Nos. 47,960 and 48,354 and containing in extent two hundred and twelve acres (212A. 0R. 0P.) according to Title Plan No. 50,117 dated 1st April, 1857, and authenticated by W. D. Gossett, Esquire, Surveyor-General—registered under title L 65/178 at the Kandy District Land Registry.

(c) All that estate called Kondagalla comprising all that allotment of land situated at Nawalapitiya aforesaid comprised of the two allotments to wit—

(i) All that lot A called Halgolla bounded on all sides by land said to belong to the Crown and containing in extent fifty-nine acres (59A. 0R. 0P.), and

(ii) All that lot B called Kondagalla bounded on the north and north-east by path and by land said to belong to the Crown and on all other sides by land said to belong to the Crown and containing in extent seventy-three acres (73A. 0R. 0P.) according to title Plan No. 52,011 dated 31st March, 1860, and authenticated by Charles Sim, Esquire, Surveyor-General—registered under title L 56/38 and 39 at the Kandy District Land Registry.

(d) All that allotment of land called Kurundugolle kele situated at Rambukpitiya aforesaid bounded on the north-west by T. P. 48,384 and on all other sides by land said to belong to the Crown and containing in extent (exclusive of Kurundugolle oya and road passing through the land) thirteen acres, three roods and twelve perches (13A. 3R. 12P.) according to title plan No. 110355 dated 17th July, 1878, and authenticated by Lt.-Col. A. B. Fyers, Surveyor-General—registered under title L 56/40 in the Kandy District Land Registry.

H. S. F. GOONEWARDENA,
General Manager.

51, Iceland Building,
Colombo 3, June 15, 1962.

6-886

**LOSS OF LETTER OF AUTHORITY (IDENTITY CARD),
MR. I. N. D. MUNASINGHE**

IT is hereby notified for general information that the letter of Authority (Identity Card) in the form given below issued to Mr. I. N. D. Munasinghe, Labour Officer (now Assistant Commissioner of Labour), Department of Labour, has been reported lost on 29th May, 1961.

Any person to whom it may be produced should communicate at once with me or with the nearest Police Station.

M. D. A. KARUNATILAKA,
for Commissioner of Labour.

Department of Labour,
Colombo, 9th June, 1962.

Serial No. 252.

Form referred to above

Mr. I. N. D. Munasinghe whose specimen signature appears below and whose photograph appears opposite is a Labour Officer of the Department of Labour.

He is authorised to enter—

- estates under Chapters 111 to 114 of the Legislative Enactments;
- shops, mines, factories and estates under Ordinance No. 32 of 1939;

- any shop or office under Act 19 of 1954;
- places of employment under Ordinance No. 27 of 1941; and to carry out duties as he may be authorised to exercise.

C. B. KUMARASINHA,
Acting Commissioner of Labour.
18th November, 1958.

Sgd. I. N. D. Munasinghe,
Specimen Signature.

6-866

My Ref. LEG/L/79.

DEPARTMENT OF NATIONAL HOUSING

**Authorisation of Sale of Mortgaged Land under Section 76 of
The National Housing Act (Cap. 401 of the Legislative
Enactments of Ceylon)**

I, Dhanapala Sirisena Weerasinghe, Assistant Commissioner for National Housing, appointed under section 9 (1) (b) of the National Housing Act (Cap. 401 L. E. C.), acting for and on behalf of the Government of Ceylon, make order and authorise, T. B. Amunugama, Auctioneer, No. 12, Puttalam Road, Kurunegala, to sell by public auction the land described in schedule hereto, for the recovery of the sum of Rupees Two Thousand Nine Hundred and Sixty-Four and cents Thirty (Rs. 2,964.30 cts.) due from Edirisinghe Mudiyansele Kirihamy, of Maningamuwa, Pothuhera, made upto 31st October, 1961, on Mortgage bond No. 6,792 dated the 15th day of June, 1959, attested by I. A. B. Ihalegama, Notary Public, Kurunegala, in respect of which default has been made, with further interest on Rs. 2,750, at the rate of 3½ per cent. per annum from 31st October, 1961, upto the date of the sale or till payment in full together with all penalties accruing under the terms of the said mortgage bond from 31st October, 1961, the date of sale, and the expenses and costs incurred by me for such recovery.

D. S. WEERASINGHE,
Assistant Commissioner for National Housing.
Colombo 3, June 13, 1962.

SCHEDULE

All that eastern half portion of the land called Gorakagamahulaha now garden together with the house to be constructed thereon situated at Maningamuwa of Udapola Medalesse Korale in Dambadeni Hat Pattu in the District of Kurunegala in the North-Western Province and which said eastern half portion is bounded on the east by the Endaru fence limit of the chena formerly of Appuhamy now of Ukkubanda and others, south by the fence of Welabodawetiya, west by the fence of the remaining portion of this land and on the north by the chena of Appuhamy and Hetuhamy formerly, now of fence of the limit of the land of Sangara and containing in extent two and a half lahas of kurakkan sowing which said eastern half portion is according to Survey Plan No. 1259 dated 26th February, 1956, made by N. E. Outschoorn, Licensed Surveyor, described as follows:—
All that lot B of the land called Gorakagamahulaha, now garden situated at Maningamuwa, in Udapola meda lasse Korale, aforesaid, bounded on the north by the land of Appuhamy and Hetuhamy Vidane, now of Punchi Menika, east by the land of Appuhamy, south by V. C. Road, and on the west by Lot A of the same land and containing in extent one acre, two roods and twenty-eight and a half perches (1A. 2R. 28½P.), according to the said Plan No. 1259.

Together with a right to draw water from the well standing on:—All that western half portion of the land called Gorakagamahulaha, situated at Maningamuwa aforesaid, bounded on the north by fence of the garden, now of Sangara and formerly of Appuhamy and others, east by the fence of the remaining portion of this land, south by the fence of Welabodawetiya and on the west by the limit of Appuhamy's chena and gal-enda on the limit of Ukkubanda's dederawatta and containing in extent two and a half lahas of kurakkan sowing which said western half portion is according to Survey Plan No. 1259 aforesaid described as follows:—All that Lot A of the land called Gorakagamahulaha, situated at Maningamuwa aforesaid, bounded on the north by the land of Appuhamy and Hetuhamy Vidane now of Punchi Menika, east by Lot B of the same land, south and west by the V. C. Road and containing in extent one acre two roods and twenty-eight and a half perches (1A. 2R. 28½P.) according to the said Plan No. 1259.

6-925

My Ref. LEG/L/81.

DEPARTMENT OF NATIONAL HOUSING

**Authorisation of Sale of Mortgaged Land under Section 76 of
the National Housing Act (Cap. 401 of the Legislative
Enactments of Ceylon)**

I, Dhanapala Sirisena Weerasinghe, Assistant Commissioner for National Housing, appointed under section 9 (1) (b) of the National Housing Act (Cap. 401 L.E.C.), acting for and on behalf of the Government of Ceylon, make order and authorise J. A. Wahab, Auctioneer, 15/2, Pavilion Street, Kandy, to

sell by public auction the land described in schedule hereto, for the recovery of the sum of Rupees One Thousand Four Hundred and Fifty-four and Cents Ninety-two (Rs. 1,454.92 cts.), due from Galpotte Gedera Abusali's daughter Jainambu Beebee and Nuhu Lebbe's son, Mohamed Abdul Cader, both of Pattiyaagama, Udagama, Deltota, made upto 31st October, 1961, on mortgage bond No. 3209 dated the 11th day of June, 1959, attested by A. S. Karunaratne, Notary Public, Kandy, in respect of which default has been made, with further interest on Rs. 1,500 at the rate of 3½ per cent. per annum from 31st October, 1961, upto the date of the sale or till payment in full together with all penalties accruing under the terms of the said mortgage bond from 21st October, 1961, till date of sale, and the expenses and costs incurred by me for such recovery.

D. S. WEERASINGHE,
Assistant Commissioner for National Housing.
Colombo 2, June 18, 1962.

SCHEDULE

All that allotment of land in extent four and a half perches (0A. OR. 04½P.) (being part of Deltota Bazaar) according to plan No. 1388 dated 21st March, 1952, and made by B. S. A. Kroon, Licensed Surveyor, situated at Pattiyaagama in Hewawissa Korale of Lower Hewaheta in the District of Kandy, Central Province, and which said allotment is bounded according to the said plan on the north-east by main road to Hewaheta, south-east by part of same land vide plan No. 1389, south-west by Pattiyaagama Estate and north by part of same land. Registered in G 208/125 together with the house constructed and everything standing thereon.

6-1041

THE PILGRIMAGES ORDINANCE

IN terms of Clause 10 of the regulations framed under the Pilgrimages Ordinance (Chapter 133) and published in the Government Gazette No. 11,959 of 20.11.1959, it is hereby notified that the annual Pilgrimage (of 1962) to Devinuwara Sri Vishnu Maha Devalaya, in the Matara District of the Southern Province, commences on the 14th July, 1962, and will continue till 24th July, 1962.

H. R. AMIT,
Government Agent,
Matara District.

The Kachcheri,
Matara, 14th June, 1962.
6-896

CEYLON SAVINGS BANK

Annual General Meeting of Depositors

THE Annual General Meeting of the Depositors of the Ceylon Savings Bank will be held on Friday, the 29th June, 1962, at 9.15 a.m. at the Ceylon Savings Bank.

S. DE S. THENUWARA,
Acting Manager.

Ceylon Savings Bank,
Echelon Square,
Fort,
Colombo, 15th June, 1962.
6-931

"Excise Ordinance" Notices

L. D.—B. 42/38/E. C LA/F/9.

FOREIGN LIQUOR TAVERN RENT SALE CONDITIONS FOR 1962-63 AND SUBSEQUENT PERIODS

BY virtue of the powers vested in me by section 19 of the Excise Ordinance (Chapter 52), I, Tikiri Banda Wadugodapitiya, Excise Commissioner, with the approval of the Minister of Industries, Home and Cultural Affairs, do hereby direct that the grant of the exclusive privilege of selling foreign liquor by retail under a tavern licence within any local area, during the period commencing on October 1, 1962, and ending on September 30, 1963, and subsequent periods shall until further notice be subject—

- (1) to the General Conditions for the time being in force and applicable to all Excise licences; and
- (2) to the Special Conditions set out hereunder.

T. B. WADUGODAPITTYA,
Excise Commissioner.

Office of the Excise Commissioner,
Colombo, June 12, 1962.

Special Conditions

1. (1) *Privilege to be exclusive.*—

(a) The privilege will be exclusive, and will extend only to the sale of potable foreign liquor under a tavern licence to be obtained from the Government Agent in form Excise F. L. 5 as published in Gazette No. 8,618 of May 31, 1940.

(b) If so desired, by the grantee of the privilege for any local area in which the sale of arrack is permitted the privilege will extend to the sale also of arrack in bulk only under a licence to be obtained from the Excise Commissioner in form Excise A. (F. L.) 1 as published in Excise Notification No. 439 in Gazette No. 10,689 of July 2, 1954.

The Excise Commissioner shall have the sole discretion to refuse to issue such licence to sell arrack.

(c) If so desired by the grantee of the privilege for any local area in which the sale of toddy is permitted the privilege will extend to the sale also of bottled toddy under a licence to be obtained from the Excise Commissioner in form Excise B3 as published in Excise Notification No. 392 in Gazette No. 9,406 of May 18, 1945.

The Excise Commissioner shall have the sole discretion to refuse to issue such licence to sell toddy.

(2) The privilege shall not be deemed to be infringed by the sale of foreign liquor within the same local area under any class of kind of foreign liquor licence other than the foreign liquor tavern licence.

2. (1) *Period of Privilege.*—

The privilege will be granted for the period commencing on October 1 of any one year, and ending on September 30 of the next succeeding year, or for any shorter period within these 12 months, on application by way of tender in the form and manner prescribed in these conditions.

(2) *Areas for which Privilege granted.*—

The privilege may be granted for the local area of an individual tavern, as the Government Agent may decide.

3. *Tender Form.*—

Every tender shall be made on the form prescribed in these conditions, which may be obtained from the offices indicated in the sale notice.

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

4. *Tender Deposit.*—

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

(2) Every tender shall be accompanied by a Kachcheri receipt acknowledging the deposit of the sum required by the Government Agent under the foregoing paragraph of this condition, and the number and date of the receipt shall be entered on the face of the tender form.

5. *Prohibition of Tenders by Agents or of more than One Tender by any Person.*—

(1) Every tender shall be made by the tenderer in his own name. No tender made through an agent will be accepted.

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

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

6. *Disqualifications against Acceptance of Tenders: Acceptance null and void.*—

(1) No tender will be accepted from any person—

(a) who, not being a citizen of Ceylon, does not hold a valid visa or a permanent residence permit or a temporary residence permit, covering the full period of the privilege in respect of which he tenders; or

(b) who is not a male; or

(c) who is not the holder of a rice ration book of the series for the time being in force; or

(d) who is under 21 years of age; or

(e) whose name appears on the list of defaulting contractors, or on the list of defaulters in respect of any kind of Excise licences or of toll rents, or on the list of persons precluded for other reasons from having any concern in any Government rent or contract; or

(f) whose name is on the list maintained by the Excise Commissioner, of persons who are debarred from holding Excise licences or from securing employment under Excise licences; or

(g) who is a criminal within the meaning of the Prevention of Crimes Ordinance; or

(h) who at any time held a licence which has been cancelled under section 27 of the Excise Ordinance; or

- (i) who has been convicted of any offence under the Excise Ordinance more than three times; or
(j) who has been convicted of any offence under the Excise Ordinance within the two years next preceding the date of commencement of the privilege.

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

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

- (a) which is not registered in Ceylon, or
(b) the capital of which is below Rs. 100,000, or
(c) all the shareholders of which are not citizens of Ceylon, or
(d) which has no registered office in Ceylon.

(3) If any tender of any such person has been accepted the Government Agent may in his sole discretion cancel the acceptance at any time and shall communicate his order of cancellation to the grantee. On the making of any such order of cancellation the original acceptance shall become null and void. The tenderer shall not be entitled to claim any compensation from the Crown as a result of such cancellation. Notwithstanding anything contained in condition 10 hereof, the tender deposit or the security deposit or both the tender deposit and the security deposit of such person shall also be liable to forfeiture at the discretion of the Government Agent.

7. Delivery of Tenders.—

(1) Every tender shall be placed in a sealed envelope, on the top left-hand corner of which shall be clearly marked the name of the tavern in respect of which the tender is made and its number on the list of sanctioned taverns, as given in the notice calling for tenders.

(2) Every sealed envelope containing a tender shall—

- (a) be deposited in the tender box; or
(b) be handed to the Government Agent or to his Assistant; or
(c) be sent by registered post addressed to the Government Agent so as to reach the Kachcheri, before the time fixed for closing the tenders.

8. Power of rejection of tender.—

The Government Agent may, in his discretion, reject any or all of the tenders received and in the event of his so rejecting all the tenders he shall call for fresh tenders.

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

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

In the event of two or more tenders being received for the same amount, the Government Agent may in his discretion—

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

9. (1) (a) Security Deposit.—

(i) On being declared to be the purchaser of the privilege, the grantee shall, at any time but not later than 4 p.m. on the day of the sale on which he is declared to be the purchaser pay to the Government Agent as security deposit such sum as may be specified by him. Such payment shall be made in cash or cheque marked "for payment" by a bank or by that form of cheque known as a "safety check" issued by the Bank of Ceylon or by a cheque drawn by a bank on itself.

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

(ii) Where the security deposit paid by the grantee exceeds Rs. 10,000 the grantee may, if he so desires furnish a bank guarantee for such security within fourteen days of his being declared to be the purchaser of the privilege and upon such guarantee being accepted by the Government Agent the deposit made by the grantee under conditions 9 (1) (a) (i) shall be refunded to him.

(iii) The Government Agent may in his discretion permit the grantee to sign the said condition and pay the said security deposit not later than 12 noon on the day following the day on which he is declared to be the purchaser in the event of the grantee being unable on account of some unavoidable or unforeseen circumstances to sign the said conditions and pay the said security deposit by 4 p.m. on the day on which he is declared to be the purchaser.

(b) Signing of Bond.—

The grantee shall also within fourteen days of his being declared to be the purchaser of the privilege enter into a bond, which shall be substantially in the form set out hereunder, with the Government Agent for the full amount for which he

has purchased it, and he shall specially hypothecate by such bond the said security deposit. Any stamp duty payable shall be paid by the successful tenderer.

(c) Consequences of Breach of Condition of Bond.—

The said security deposit shall be liable to be confiscated, either in whole or in part by the Government Agent, at his sole discretion and without any process of law, for breach of any of these conditions or of any of the conditions of the licence or licences referred to in condition 12 (2) below, or the non-payment of any instalment, and such confiscation shall be in addition to any other penalty prescribed by these conditions for such breach or non-payment, and to any other amount which the Crown may have the right to claim and recover by due process of law.

(2) Banking of Security Deposit.—

Security money so paid will be deposited in a bank being a bank approved by Government only on the grantee's application and only at his risk, and when such deposit is made, no withdrawal will be allowed till the date of maturity.

(3) Warrant or Power of Attorney to confess Judgment.—

If the amount quoted in the tender which has been accepted exceeds the sum of Rs. 2,000, the grantee shall at the time of the execution of the bond as aforesaid execute, if so required by the Government Agent, a warrant or power of attorney in the form sanctioned by law, to confess judgment in any action which may be instituted against him for the recovery of any moneys due in respect of this privilege, and shall also furnish to the Government Agent within fifteen days of the date of the execution of such warrant or power of attorney a duly certified copy thereof for filing in the District Court under section 32 of the Civil Procedure Code.

(4) Registered Postal Address.—

The grantee shall, on signing these conditions, elect and signify under his hand a post office or postal address to which all notices and processes whatever in connection with the privilege may be addressed and all such notices or processes so addressed to such post office or to such postal address, and posted in due course, shall be deemed to have been duly served and be as effectual for all purposes, as if they had been served upon the grantee in person upon the day on which such notice or process was so posted.

10. Failure to complete Purchase of Privilege.—

If any tenderer, on being declared to be purchaser of the privilege, declines or fails to sign these conditions of sale within the time limit specified in condition 9 (1) or fails to furnish the security prescribed in that condition within the aforesaid time limit, the privilege granted to him shall be declared to be null and void and the deposit made by him under condition 4 shall be declared forfeited, and the defaulter shall render himself liable to have his name entered in the list of defaulters in respect of all Excise licences. Subject to this exception the deposits of all tenderers will be returned, after the conditions of sale have been signed and the aforesaid security given by a successful tenderer.

11. Grantee to have no Interest in Arrack and Toddy Sales.—

The grantee shall not acquire or hold any share or any interest whether direct or indirect (a) in the sale of arrack except as provided for in condition 1 (1) (b) or (b) in the purchase of any privilege of selling arrack or (c) in the sale of fermented toddy except as provided for in condition 1 (1). (c), or (d) in the purchase of any privilege of selling toddy within the local area to which the privilege of selling foreign liquor relates, or (e) in any malt liquor estate canteen within the Revenue District to which the privilege of selling foreign liquor relates.

12. (1) Opening of Tavern on due Date and Approved of Site.—

- (a) The grantee shall open the tavern or taverns on the day on which the privilege commences to run;
(b) The Government Agent shall not be bound to find a site for any tavern in the event of the grantee not being able to procure a site;
(c) The grantee shall not open a tavern on any site otherwise than with the approval of the Government Agent, such approval being obtained from the Government Agent at least 14 days before the privilege commences to run.

(2) Obtaining of Licences for Sale of Foreign Liquor, Arrack and Bottled Toddy.—

The grantee shall, not less than five days before the date on which the privilege commences to run, obtain from the Government Agent a licence or licences for the sale of foreign liquor by retail at the tavern or taverns within the local area covered by this privilege. The grantee shall, if he desires to sell arrack, obtain in addition a licence as provided in condition 1 (1) (b) in respect of all or any of his taverns within the area in which the sale of arrack is permitted, and, if he desires to sell bottled toddy, shall also obtain a licence as provided in condition 1 (1) (c) in respect of all or any of his taverns within the area in which the sale of bottled toddy is permitted.

13. (1) *Payment of Rent.*—

The grantee shall pay the purchase money or rent to the Government Agent in twelve equal monthly instalments: Provided, however, that the Government Agent may, in his discretion, permit the amount of the last of such instalments to be set off against the security deposited under condition 9 (1) (a).

(2) *Due date of instalment.*—

The first instalment of the rent shall be deemed to be due and payable on the last day of the month preceding the commencement of the privilege, and succeeding instalments shall be deemed to be severally due and payable on the last day of each succeeding month:

Provided, however, that—

- (1) if the last day of any month is a Sunday, the instalment shall be payable on the day next following, or if that is a public holiday, on the day next following that day;
- (2) if the last day of any month is a public holiday, the instalment shall be payable on the day next following, or if that day is a public holiday or a Sunday, on the day next following that day.

Every instalment of rent shall be tendered at the Kachcheri Shroff's counter before 3 p.m. on any week day other than a Saturday or before 12 noon on a Saturday.

(3) *Interest and Penalty.*—

Interest at the rate of 9 per centum per annum shall be payable in respect of all arrears or rent.

The payment of interest shall not be deemed to prejudice or affect the powers which may be exercised by the Government Agent under section 56 of the Ordinance in any case in which the licence issued to the grantee is liable to be cancelled under section 27.

14. (1) *Payments not valid, without Kachcheri Receipts.*—

No payment of any sum due by the grantee to the Crown shall be deemed to have been duly made, unless the grantee produces a Kachcheri receipt in respect thereof.

(2) *Money left with Officers not reckoned as Money paid.*—

No money which, for his own convenience, the grantee may think fit to leave in the hands of any Shroff or any other officer of any Kachcheri shall be deemed to be money paid under this contract.

15. (1) *Purchase of Arrack if Sale of Arrack allowed.*—

If a licence to sell arrack in bulk only by retail has been granted by the Excise Commissioner, under condition 1 (1) (b) above, the grantee shall buy all such arrack—

- (a) only in bulk;
- (b) only from the arrack tavern or any arrack tavern in the group of arrack taverns to which his foreign liquor tavern is assigned;
- (c) at a price at which the renter of the said tavern is authorized by law to sell arrack in bulk to the public;
- (d) only on a valid transport pass issued by the Superintendent of Excise;
- (e) subject to the provisions of condition 16 of form Excise A. (F. L.) 1 published by Excise Notification No. 439 in Gazette No. 10,689 of July 2, 1954.

(2) *Supervisory Rights of Renter of Arrack Tavern.*—

Where a renter of an arrack tavern so supplies arrack to the grantee, such renter will, for the protection of his own exclusive privilege of sale of arrack, have the supervisory rights provided for in the conditions of the licence form Excise A. (F. L.) 1.

16. *Grantee to account for all Foreign Liquor and Arrack: Wastage Allowance.*—

The grantee shall account for all foreign liquor and arrack purchased by him from time to time. The allowance made on account of wastage for all kinds of foreign spirits and arrack stocked in bulk, will in no circumstances exceed two per centum of the total quantity purchased since the last date of stocktaking.

17. *Employment of Labour.*—

- (1) The grantee shall not, except with the prior approval in writing of the Excise Commissioner given with the concurrence of the Permanent Secretary to the Ministry of Industries, Home and Cultural Affairs, employ any person other than a citizen of Ceylon to do any work connected with or incidental to the privilege.
- (2) For the purpose of this condition, the expression "citizen of Ceylon" means a citizen of Ceylon by descent or by registration.

18. *Grantee responsible for Agent's Acts.*—

The grantee shall be responsible for all acts of his agents and employees in relation to the privilege.

19. *Non-transferability of Privilege.*—

The privilege shall not be transferable otherwise than with the sanction of the Excise Commissioner first had and obtained.

20. (1) (a) *Cancellation of Licences and Privilege for non-payment of Rent, &c.*—

If any instalment or part of any instalment of the purchase money or rent, or any duty, fee, or other sum due to the Crown from the grantee, in respect of the grant or of the licence issued to him remains unpaid after the date on which it becomes due and payable, the grantee shall be deemed to have committed a breach of these conditions and of the conditions of the licence issued to him, and the Government Agent shall accordingly have power without further process of law, either (i) to suspend or cancel the licence or licences to the grantee in pursuance of the provisions of section 27 of the Excise Ordinance, or (ii) after fifteen days notice in writing to the licensee or grantee of his intention to do so, to take the licence or grant under management at the risk of the grantee, or to declare the licence or grant forfeited and reissue or resell it at the risk and loss of the grantee in pursuance of the provisions of section 31 of the said Ordinance. Where any such action as aforesaid is taken by the Government Agent, any loss sustained by Government in consequence of such action may be recovered from moneys due to the grantee or from any one or more of them as the case may be whether on this privilege or on any other privileges or contracts between him or them and the Government or from any other money due from the Government to such grantee or grantees on any other account whatsoever.

This condition does not in any way affect the Government Agent's powers to confiscate the security deposit in pursuance of the provisions of condition 9 above.

(b) *Intimation or Notice of Cancellation, &c.*—

Intimation of any order of suspension or cancellation, under the said section 27, or the statutory notice or order under the said section 31 may be served personally on the grantee, or addressed to the post office or postal address elected and signified under condition 9 (4), and duly posted, as the Government Agent thinks fit.

(c) Where the foreign liquor licence is so cancelled, the Excise Commissioner shall have power to cancel the arrack licence also, after the like notice served in like manner.

(2) *Regrant of Privilege between Cancellation and Resale.*—

In the event of the cancellation of the foreign liquor licence, the Government Agent shall have power to grant the privilege of the sale of foreign liquor to any person approved by him for any period intervening between such cancellation and the resale of the privilege for the sale of foreign liquor, and for this purpose he may issue to such approved person a temporary licence upon such terms as he may think fit.

The Excise Commissioner may in such case issue, if he thinks fit, to the person approved by the Government Agent the arrack tavern licence referred to in condition 1 (1) (b), or the bottled toddy licence referred to in condition 1 (1) (c), if any such licence had been issued to the holder of the foreign liquor tavern licence which is cancelled.

(3) *No Remission of Rent.*—

No remission of the rent payable in respect of the privilege will be granted on any plea of the grantee's having over-estimated the value of any tavern or on any other ground.

(4) *No Compensation for Losses.*—

The grantee shall not have or make any claim to any reduction, or to the remission, of any sum and owing by him to the Crown by reason of any loss alleged to have been sustained by him—

- (a) whether on account of any closing of the tavern or taverns during the passage of troops, or during the encampment of troops in the vicinity of the tavern or taverns, or during the holding of any poll or on account of the tavern or taverns being situated within or in the vicinity of any area for the time being declared to be a diseased locality under the provisions of any written law; or
- (b) whether on account of the opening of any new arrack or toddy tavern, or estate canteen for arrack or toddy, or foreign liquor, or premises licensed for the sale of country liquor or of foreign liquor under any class or kind of foreign liquor licence other than a foreign liquor tavern licence after the sale of the privilege under these conditions; or
- (c) whether on account of the manufacture and drawing of fermented toddy on special licences issued by the Assistant Commissioner for bona fide domestic consumption on medical grounds, and not for sale; or
- (d) whether on account of the manufacture and drawing of fermented toddy within the area or areas of the privilege hereby granted for supply to licensed manufactories in which toddy is used in the process of manufacture; or
- (e) whether on account of the unrestricted tapping, manufacture and drawing of sweet toddy without any licence or permit; or
- (f) whether on account of the refusal of the Excise Commissioner to issue special arrack licences in terms of condition 1 (1) (b) above; or
- (g) whether on account of the issue of any Occasional or Special licences, described in paragraphs 14 and 16 of Excise Notification No. 218 published in Gazette No. 7,845 of April 17, 1931, for the sale of foreign liquor; or

- (h) whether on account of the issue of licences for the manufacture and/or sale of other liquors within the local area or areas of the privilege hereby granted; or
- (i) through any other cause whatsoever.

21. *Termination of Privilege.*—

The privilege shall terminate on—

- (a) the expiry of the term for which it is granted;
- (b) the death of the grantee; or
- (c) a breach of any of the conditions governing the grant of the privilege.

Provided, however, that in the event of the death of the grantee, the Government Agent may, at his discretion, permit the executor, or the administrator of the estate, or the heirs-at-law of the grantee to continue the privilege till the expiry of the term for which the privilege has been granted.

22. *No Surrender of Licence.*—

The licence or licences referred to in condition 12 (2) above, being issued free of charge in pursuance of section 19 (2) of the Excise Ordinance, to implement the contract between the Crown and the grantee, shall not be surrendered by the grantee under section 29 of the said Ordinance, except with the approval of the Government Agent previously obtained in writing.

Excise F. L. 26.

GOVERNMENT OF CEYLON

FOR LIQUOR TAVERN RENT TENDER FORM

(Continued 3)

Tenders for the purchase of the exclusive privilege of selling foreign liquor by retail under a tavern licence within the local area of _____ in the _____ District.

To the Government _____.

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

I/We have deposited the sum of Rs. _____ only in the _____ Kachcheri, and subjoin hereto receipt No. _____, dated _____ in respect thereof.

I/We hereby declare that I/We/am/are not disqualified under any of the provisions of Foreign Liquor Tavern Rent Sale Special Condition 6 (1).

Witness:

- (1) _____
- (2) _____

Signature: _____

Address: _____

Reverse Side of Tender Form

Notes

1. A deposit receipt for Rs. _____ is to be annexed to this tender. No tender unaccompanied by a deposit receipt will be accepted. The deposit of Rs. _____ will, subject to the provisions of foreign liquor tavern rent sale conditions No. 6 and No. 10 be refunded.

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

3. A separate form must be issued in respect of each tavern.

AGREEMENT

(Condition 9 (I) (a))

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

Witnesses: _____

Grantee (s): _____

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

Government Agent.

FORM OF BOND

(Condition 9 (I) (b))

KNOW all men by these presents that I/we* _____ of _____, am/are jointly and severally held and firmly bound unto Her Majesty Queen Elizabeth the Second, Her Heirs and Successors, in the sum of Rupees _____ lawful money of Ceylon to be paid to Her Majesty, Her Heirs and Successors, for which payment to be well and truly made I/we*, bind myself/ourselves jointly and severally* and my/our* heirs, executors, administrators, and personal representatives and each and every of them, firmly by these Presents. And for further and better securing to Her Majesty, Her Heirs and Successors, all moneys due and payable under these Presents, I/we*, the said _____ do hereby specially mortgage and hypothecate, assign and set over unto Her Majesty, Her Heirs and Successors, all that sum of Rupees _____ deposited by me/us*, the said _____ with _____ on the _____ day of _____ 19____, as security for these presents.

Signed and dated at _____, by the said _____ the _____ day of _____, 19____.

WHEREAS the above bounden _____ has/have* entered into a Contract bearing date the _____ day of _____ 19____, hereto annexed marked "A" with _____ acting for and on behalf of Her Majesty, Her Heirs and Successors, for _____.

* Delete words not required.

Reverse side of form of bond

Now, the Condition of this Obligation is such that if the said _____ shall well and truly _____ and shall well and truly do, observe, and fulfil all and singular the conditions and stipulations on his/their part to be done, observed, and fulfilled in respect of the said contract, then this Obligation shall be null and void; but otherwise shall be and remain in full force and virtue.

Witnesses:

ADDRESSES FOR NOTICES

(Condition 9 (4))

I/We, the undersigned, do hereby as required by condition 9 (4) appoint the under-mentioned Post Office/postal address as the Post Office/postal address to which all notices and processes whatever in connection with the hereinbefore mentioned privilege may be addressed and posted to me/us.

Witnesses: _____

Grantee (s): _____

6-902/1

L. D.—B. 27/38.
E. C.—LA/A/20.

ARRACK RENT SALE CONDITIONS FOR 1962-63 AND SUBSEQUENT PERIODS

BY virtue of the powers vested in me by section 19 of the Excise Ordinance (Chapter 52), I, Tikiri Banda Wadugodapitiya, Excise Commissioner, do hereby direct, with the approval of the Minister of Industries, Home and Cultural Affairs, that the grant of the exclusive privilege of selling arrack by retail within the local area, during the period commencing on October 1, 1962, and ending on September 30, 1963, and subsequent periods, shall until further notice be subject—

- (1) to the General Conditions for the time being in force and applicable to all Excise licences; and
- (2) to the Special Conditions set out hereunder.

T. B. WADUGODAPITIYA,
Excise Commissioner.

Office of the Excise Commissioner,
Colombo, June 12, 1962.

Special Conditions

1. *Granting of Exclusive Privilege, subject to sale by any other person (whether a Holder of Foreign Liquor Licence or otherwise) (see also condition 26).*—The privilege will be exclusive, subject to the right of any other person (whether a holder of a Foreign Liquor licence, or otherwise) who is duly authorized by licence in that behalf, to sell, on the premises licensed for the sale of foreign liquor or on other specified premises in the same local area, arrack, bought exclusively from the grantee of the privilege, in bulk or in sealed bottles, as the case may be.

2. (1) *Period of Privilege.*—The privilege will be granted for the period commencing on October 1 of any one year and ending on September 30, of the next succeeding year on application by way of tender in the form, or by auction in the manner prescribed in these conditions.

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

3. *Tender Form.*—Every tender shall be made in the form set out hereunder. Forms may be obtained from the offices indicated in the sale notice.

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

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

(2) Every tender shall be accompanied by a Kachcheri receipt, acknowledging the deposit of the sum required by the Government Agent under the foregoing paragraph of this condition, and the number and date of the receipt shall be entered on the face of the tender form.

5. *Prohibition of Tenders by Agents or of more than one Tender by any Person.*—(1) Every tender or bid shall be made by the tenderer in his own name. No tender made through an agent, will be accepted.

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

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

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

- (a) who is not a citizen of Ceylon; or
- (b) who is not a male; or
- (c) who is not the holder of a rice ration book of the series for the time being in force; or
- (d) who is under 21 years of age; or
- (e) whose name appears on the list of defaulting contractors, or on the list of defaulters in respect of any kind of Excise licences or of toll rents, or on the list of persons precluded for other reasons from having any concern in any Government rent or contract; or
- (f) whose name is on the list of persons who are debarred from holding excise licences or from being employed by excise licensees; or
- (g) who is a criminal within the meaning of the Prevention of Crimes Ordinance; or
- (h) who at any time held a licence which has been cancelled under section 27 of the Excise Ordinance; or
- (i) who holds a contract with Government for the bottling of arrack; or
- (j) who holds a licence to process arrack and to sell by wholesale; or
- (k) who has been convicted of any offence under the Excise Ordinance more than three times; or
- (l) who has been convicted of any offence under the Excise Ordinance within the two years next preceding the commencement of the privilege.

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

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

- (a) which is registered in Ceylon; or
- (b) the capital of which falls below Rs. 3,00,000; or
- (c) all the shareholders of which are not citizens of Ceylon; or
- (d) which has no registered office in Ceylon.

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

7. *Delivery of Tenders.*—(1) Every tender shall be placed in a sealed envelope on the top left-hand corner of which shall be clearly marked the name of the tavern in respect of which the tender is made and its number on the list of sanctioned taverns, given in the notice calling for tenders.

(2) Every sealed envelope containing a tender shall—

- (a) be deposited in the Kachcheri tender box; or
- (b) be handed to the Government Agent or to his assistant; or
- (c) be sent by registered post addressed to the Government Agent so as to reach the Kachcheri before the time fixed for closing the tenders.

8. *Power of Rejection of Tender.*—The Government Agent may, in his discretion, reject any or all of the tenders received and in the event of his so rejecting all the tenders he shall call for fresh tenders.

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

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

In the event of two or more tenders being received for the same amount, the Government Agent may, at his discretion—

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

9. (1) (a) *Security Deposit.*—(i) On being declared to be the purchaser of the privilege, the grantee shall, at any time but not later than 4 p.m. on the day of the sale on which he is declared to be the purchaser pay to the Government Agent as security deposit such sum as may be specified by him. Such payment shall be made in cash or cheque marked "for payment" by a bank or by that form of cheque known as a "safety check" issued by the Bank of Ceylon or by a cheque drawn by a bank on itself.

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

(ii) Where the security paid by a grantee exceeds Rs. 10,000, the grantee may, if he so desires, furnish a bank guarantee for such security within fourteen days of his being declared to be the purchaser of the privilege and upon such guarantee being accepted by the Government Agent the deposit made by the grantee under condition 9 (1) (a) (i) shall be refunded to him.

(iii) The Government Agent may, in his discretion, permit the grantee to sign the said conditions and pay the said security deposit not later than 12 noon on the following day in the event of the grantee being unable, on account of some unavoidable or unforeseen circumstances, to sign the said conditions and pay the said security deposit by 4 p.m. on the day on which he is declared to be the purchaser.

(b) *Signing of Bond.*—The grantee shall also within fourteen days of his being declared to be the purchaser of the privilege, enter into a bond on Form 112 with the Government Agent for the full amount for which he has purchased it, and the grantee shall specially hypothecate by such bond the said security deposit. Any stamp duty payable in respect of such bond shall be paid by the grantee.

(c) *Consequences of Breach of Conditions of Bond.*—The said security deposit shall be liable to be confiscated, either in whole or in part, by the Government Agent, at his sole discretion and without any process of law, for breach of any of these conditions or of any of the conditions of the licence or licences referred to in condition 13 (2) below or for non-payment of any instalment and such confiscation shall be in addition to any other penalty prescribed by these conditions for such breach or non-payment, and to any other amount which the Crown may have the right to claim and recover by due process of law.

(2) *Banking of Security Deposit.*—Security money so paid will be deposited in a bank, being a bank approved by the Government only on the grantee's application and only at his risk and when such deposit is made, no withdrawal will be allowed until the satisfactory discharge of these conditions.

(3) *Warrant or Power of Attorney to Confess Judgment.*—If the amount quoted in the tender which has been accepted exceeds the sum of Rs. 2,000 the grantee shall, at the time of the execution of the bond as aforesaid execute, if so required by the Government Agent, a warrant or power of attorney in the form sanctioned by law, to confess judgment in any action which may be instituted against him for the recovery of any moneys due in respect of the privilege, and shall also furnish to the Government Agent within fifteen days of the date of the execution of such warrant or power of attorney a duly certified copy thereof for filing in the District Court under section 32 of the Civil Procedure Code.

(4) *Postal Address.*—The grantee shall, on signing these conditions, elect and signify under his hand a post office or postal address to which all notices and processes whatever in connection with the privilege may be addressed and all such notices or processes, so addressed to such post office or to such postal address, and posted in due course, shall be deemed to

have been duly served and be as effectual for all purposes, as if they had been served upon the grantee in person upon the day on which any such notice or process was so posted.

10. *Failure to complete purchase of Privilege.*—If any tenderer on being declared to be the purchaser of the privilege, declines or fails to sign these conditions of sale within the time specified in condition 9 (1) or fails to furnish the security prescribed in that condition within the aforesaid time limit, the privilege granted to him shall be declared to be null and void and the deposit made by him under condition 4 shall be declared forfeited, and the defaulter shall render himself liable to have his name entered in the list of defaulters in respect of all excise licences. Subject to this exception, the deposits of all tenderers will be returned after the conditions of sale have been signed and the aforesaid security given by the successful tenderer.

11. *Grantee to have no interests in certain Toddy and Foreign Liquor Sales, Arrack Estate Canteens, Bottling Contracts and Processing of arrack.*—The grantee shall not acquire or hold any share or any interest, whether direct or indirect—

- (a) within the local area to which the privilege of selling arrack relates—
 - (i) in the sale of toddy,
 - (ii) in the purchase of any privilege of selling toddy,
 - (iii) in the sale of foreign liquor,
 - (iv) in the purchase of any privilege of selling foreign liquor, or
- (b) in any arrack estate canteen within the revenue district to which the privilege of selling arrack relates, or
- (c) in any contract with Government for the bottling of arrack, or
- (d) in the licence to process arrack and to sell by wholesale.

12. *Additional Security Deposit for Bottles; Issues against Return of Empty Bottles, &c.*—(1) It shall not be necessary for the grantee to replace the bottles in which arrack is issued to him at any Government Warehouse but if at any time during the continuance of the privilege the Excise Commissioner declares bottles in which arrack is issued at any Government Warehouse to any grantee to be the property of Government, the grantee shall be liable to replace at the time of the next issue such number of empty bottles as represents wholly or partly the gallonage of bottled arrack issued to him. White bottles shall be replaceable only by white bottles of the same size or shape as the bottle issued. Bottles other than white shall be replaced by bottles of any colour other than white and such bottles shall be of the same size and shape as the bottles issued to the grantee. Bottles having a capacity of less than 3 3/7 drams will not be accepted as replacements.

For the purpose of calculating the number of empty bottles which represent any gallonage of bottled arrack—

- (a) a bottle capable of holding more than 8 drams neck capacity shall be reckoned as an eight-dram bottle (i.e., 6 bottles to a gallon);
- (b) a bottle holding less than 6 drams, but more than 3 3/7 drams neck capacity shall be reckoned as four-dram bottle (i.e., 12 bottles to a gallon):

Provided that the Warehouse Officer in charge of the warehouse of issue may in his discretion reject any bottle—

- (a) which does not bear the imprint "Ceylon Excise", and does not have screw thread arrangement on bottle neck for stoppers as on bottles that are being issued from warehouses; or
- (b) which is cracked or broken; or
- (c) which is for any reason not suitable for filling it with arrack, e.g., if in the opinion of the said officer the bottle has been used for keeping tar, varnish, oil, or any other substance which may make it difficult to clean the bottle adequately by the usual methods employed at the warehouse concerned,

but the grantee shall have the right of appeal to the Superintendent in charge of the warehouse, whose order on such appeal shall be final and conclusive and binding on the grantee.

(2) To provide against failure at the termination of the privilege to replace white and other bottles equivalent to the full gallonage of bottled arrack issued during the period of the privilege, the grantee shall, within seven days of his being called upon to do so, pay to the Government Agent as an additional security deposit the sum set out in column 3 of Schedule A against the name of the tavern in column 2 of the said Schedule. The privilege in respect of which tavern has been granted to him. Such additional security deposit will represent the value of the bottles outstanding at all times in the hands of the grantee at the fixed rate of Rs. 7.50 per gallon capacity or bottles, irrespective of their colour, size or shape, and the value of any deficit in the return of bottles at the end of the period of privilege shall be liable to be set off at the Excise Commissioner's discretion at the rates above mentioned against the said additional security deposit, and shall be liable to be recovered from it as a pre-estimate of the damage caused by the loss of bottles to Government without any process of law,

on a certificate from the Superintendent of Excise in charge of the warehouse of issue that specified numbers of white and other bottles outstanding, such certificate being final and conclusive, and binding on the grantee. Where the grantee fails to furnish the additional security deposit, the Warehouse Officer may refuse to issue arrack in sealed bottles to such grantee.

(3) A separate Kachcheri receipt for the said additional security deposit shall be produced at the warehouse of issue at the same time as the Kachcheri receipt for the payment of the value of the arrack in the first consignment to be issued, and both receipts will be left in the custody of the said Warehouse Officer. No arrack will be issued for such first consignment, if both the receipts are not so produced.

(4) The number, date, amount and the name of the Kachcheri on the receipt, will be noted in a register to be kept at the warehouse of issue, and shall be signed by the grantee or his agent as an acknowledgment of the correctness of the entries. The gallonages of bottled arrack in (a) white and (b) other bottles, issued from time to time against the said additional security deposit, the gallonages of the respective kinds of empty bottles (calculated as in paragraph (1) above) returned on the dates of all subsequent issues, and the balance gallonages (calculated as in paragraph (1) above) of the respective kinds of bottles left in the hands of the grantee at every issue will also be entered in the said register, and shall also be signed by the grantee or his agent for the like purpose.

(5) If, as a consequence of shortage of bottles owing to present conditions, it is not possible to supply in full a grantee's demand for arrack in sealed bottles, the stock of arrack in sealed bottles available from time to time at the warehouse of issue will be rationed at a variable percentage, to be fixed from time to time, of the total issues from the warehouse in the next year of 1954-1955. The proportion of the percentage as between one tavern and another will be based, save in exceptional circumstances and in the discretion of the Superintendent in charge of the warehouse, approximately on the issues of arrack in sealed bottles to each tavern during the said year of 1954-1955 for the Ordinary and the Extra Special Qualities.

(6) The second and subsequent issues of arrack in sealed bottles will be conditional on the grantee bringing back, in entirety or in part, the balance gallonages (as calculated in paragraph (1) above) of white and other bottles, outstanding in his hands.

(7) If, however, the ration of bottled arrack due to him is more than the gallonage of empty bottles (as calculated in paragraph (1) above) returned, the Warehouse Officer may, in his discretion, issue only so much of the ration due as is equivalent to the said gallonage, and may also in his discretion reserve the unissued balances of the ration for subsequent issue against return of empty bottles, or he may decide to issue the full ration.

(8) In the event of the gallonage of bottles (as calculated in paragraph (1) above) returned being less than the ration due, and of the Warehouse Officer deciding in the exercise of his discretion to issue nevertheless the full ration due, if such issue is likely to increase the balance gallonage of bottles (as calculated in paragraph (1) above) in the hands of the grantee to such an extent that its value at the rates set out in paragraph (2) above will not be covered by the additional security deposit already made, the Warehouse Officer may in his discretion call upon the grantee either to pay a further sum to increase the sum already paid as additional security deposit (and such further sum shall be held on the same terms and conditions as the additional security deposit), or in the alternative to supply such number of empty bottles as represents the gallonage of bottles, to the extent required before issuing the full ration.

If such further sum is not paid or empty bottles not supplied within 24 hours of the demand having been made, the Warehouse Officer shall be entitled to refuse to issue to the grantee any arrack, whether in bottles or in bulk or in both.

(9) Notwithstanding anything to the contrary, the grantee shall replace a gallonage of white and other bottles equivalent to the gallonage of arrack in sealed bottles issued to him at any Government Warehouse from the date on which the Excise Commissioner declares that the bottles in which arrack is issued to grantees are the property of Government up to the date preceding which such declaration is subsequently declared cancelled by the Excise Commissioner.

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

(10) The exercise of the discretion of the Warehouse Officer in pursuance of the powers vested in him under paragraph (7), (8) and (9) of this condition will be liable to appeal to the Superintendent of Excise in charge of the warehouse, and the Superintendent's decision thereon shall be final and conclusive and binding on the grantee.

(11) At the end of the period of the privilege the said additional security deposit together with the further sum deposited, if any, will be refunded in full, or in part after the deduction of the value at the rate set out in paragraph (2) above of the

balance gallonages of the respective kinds of bottles shown in the register referred to in paragraph (4) above as left in the hands of the grantee.

(12) The additional security and the further sum, if any, so paid by the grantee as deposit will be dealt with as in condition 9 (2) above, and the grantee shall also enter into a bond with the Government Agent, hypothecating it as security for deficit in or loss of bottles.

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

(b) The Government Agent shall not be bound to find a site for any tavern in the event of the grantee not being able to procure a site.

(c) The grantee shall not open a tavern on any site otherwise than with the approval of the Government Agent, such approval being obtained from the Government Agent at least fourteen days before the privilege commences to run.

(2) *Obtaining of Licences for Sale of Arrack.*—The grantee shall, not less than five days before the date on which the privilege commences to run, obtain from the Government Agent a licence or licences for the sale by retail of arrack at the tavern or taverns within the local area covered by this privilege.

14. *Taking over of Balance Arrack by Incoming Grantee by Mutual Agreement.*—The grantee shall take over from the outgoing grantee and pay to him an amount, which may be agreed on, in respect of the cost of—

(a) the balance of arrack, in bulk and in bottles, remaining in a tavern, after the closing hour of the date of expiry of the privilege of the outgoing grantee; and

(b) transport, wastage, and other miscellaneous charges.

15. *In default of agreement, outgoing Grantee to deliver Balance Arrack at nearest Warehouse.*—(1) Where the incoming and outgoing grantees cannot agree with regard to the sum to be paid as aforesaid the outgoing grantee shall forthwith remove the balance of arrack on a permit to the nearest Excise Warehouse, and deliver it to the Warehouse Officer in charge thereof and obtain a receipt. Such arrack shall be of the strength prescribed by notification for the time being in force in that behalf under condition 17.

(2) The outgoing grantee shall present such receipt to the Excise Commissioner, who shall pay to such grantee the value of the arrack so delivered at the rates at which such grantee purchased such arrack.

(3) If the sum payable by the incoming grantee at the time the arrack is so taken over by him, is higher than the sum actually paid for the said arrack by the outgoing grantee, the incoming grantee shall, within fourteen days of the commencement of his privilege, pay the difference to the nearest Kachcheri.

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

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

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

17. *Issue Price Payable, Issue Strengths.*—In addition to the rent the grantee shall pay to the Government Agent in respect of every gallon of arrack issued and removed from a Government Warehouse an amount calculated at rates to be determined from time to time by the Excise Commissioner by notification published in the *Gazette*. The difference between the price so determined and the selling price at the grantee's tavern or taverns shall in the case of every quality of arrack be Rs. 3.80 per gallon where arrack is sold in bottle and Rs. 6 per gallon where arrack is sold in bulk.

Provided, however, that if the issue price is increased during the period of this privilege, the grantee shall pay to the Government Agent in respect of the entire quantity of arrack remaining unsold in a tavern after the closing hour on the day immediately preceding the day on which the increased price comes into force an amount equivalent to the increase in issue price.

The Excise Commissioner shall by notification published in the *Gazette* prescribed from time to time the strength of each quality of arrack issued from a Government Warehouse.

18. (1) *Payment of Rent.*—The grantee shall pay the purchase money or rent to the Government Agent in twelve equal monthly instalments: Provided, however, that the Government Agent may, in his discretion, after retaining such sums of

money as may be due to Government from the security deposited under condition 9 (1) (a), permit a portion of the eleventh and twelfth instalments of the purchase money to be set off against the security so deposited.

(2) *Due Date of Instalment.*—The first instalment of the rent shall be deemed to be due and payable on the last day of the month preceding the commencement of the privilege, and succeeding instalments shall be deemed to be severally due and payable on the last day of each succeeding month:

Provided, however that—

(1) if the last day of any month is a Sunday, the instalment shall be payable on the day next following or if that day is a public holiday, on the day next following that day; or

(2) if the last day of any month is a public holiday, the instalment shall be payable on the day next following, or if that day is a public holiday or a Sunday, on the day next following that day.

Every instalment of rent shall be tendered at the Kachcheri Shroff's counter before 3 p.m. on any day other than a Saturday or before 12 noon on a Saturday.

(3) *Interest and Penalty.*—Interest at the rate of a per centum per annum shall be payable in respect of all arrears of rent.

The payment of interest shall not be deemed to prejudice or affect the powers which may be exercised by the Government, under section 56 of the Ordinance in any case in which the licence issued to the grantee is liable to be cancelled under section 27.

19. (1) *Payments not valid without Kachcheri Receipt.*—No payment of any sum due by the grantee to the Crown shall be deemed to have been duly made, unless the grantee produces a Kachcheri receipt in respect thereof.

(2) *Money left with Officers not reckoned as Money Paid.*—No money which, for his own convenience, the grantee may think fit to leave in the hands of any Shroff or any other officer of any Kachcheri shall be deemed to be money paid under this contract.

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

(2) *No issue on Sundays and Holidays.*—No arrack will be issued from a Warehouse on Sundays or Public Holidays without the prior approval of the Superintendent of Excise.

(3) *Issues from Warehouses.*—Arrack will be issued from the Warehouses only between 8.30 a.m. and 2.30 p.m. on all days other than Saturdays, or between 8.30 a.m. and 12 noon on Saturdays.

(4) *Transport Passes.*—Where arrack is transported by road from a warehouse to a tavern the Warehouse Officer will not issue a transport pass available for use at a later hour than 6.30 p.m. on the date of issue, save in exceptional circumstances.

21. *Grantee to accept such Arrack as offered.*—(1) In order to regulate, the distribution of arrack till such time as the quantity available for issue becomes adequate, the Excise Commissioner may in his discretion—

(a) refuse to issue any arrack to the grantee;

(b) determine the quantity of arrack in bulk or in sealed bottles to be issued in each month to the grantee.

(2) The grantee shall be bound to pay for and accept within 24 hours of being noticed to do so by the Warehouse Officer, all such quantities of arrack whether in bulk or in sealed bottles, and in such strengths and in such sizes and shapes of bottles as may be determined by the Excise Commissioner to be issued to the grantee.

(3) In the event of the grantee failing to keep his tavern replenished with stocks of sealed bottles and/or bulk arrack and to carry on the sale of sealed bottles and/or bulk arrack uninterruptedly in any one month till the quantities determined by the Excise Commissioner under paragraph (1) above are exhausted, the grantee shall forfeit the undrawn balances of sealed bottles and/or bulk arrack from the time the sales have been so interrupted in respect of any particular month.

22. *Loose Capsules or broken Seals on Bottles.*—The grantee shall take steps to ensure that the capsule on each bottle issued to him is firmly fixed, or that seal on the cork of such bottle is intact and bears a clear impression of the seal of the Excise Department. If any capsule is not firmly fixed, or if any seal is not intact or does not bear clear impression of such seal, he shall refuse to accept such bottles.

23. *Proportion of Sealed Bottles to Bulk.*—The grantee shall draw such proportion of each consignment drawn by him, as the Warehouse Officer in charge of the warehouse may require, in sealed bottles of each description.

24. Sale of processed arrack.—

- (1) No processed arrack shall be transported by the grantee of any arrack tavern for sale there at except under the authority of a valid pass issued in that behalf by the Superintendent of Excise, of the area.
- (2) The sale of processed arrack at a tavern shall be subject to the same regulations and restrictions as in the case of the retail sale of arrack in bottles.

25. Limit of Sale and Transport.—The limit of sale by retail with respect to the whole Island and as regards purchasers generally shall be one third of an imperial gallon, and no arrack in excess of that quantity shall be removed by the grantee or sold at any one time to any person except on a valid permit or pass.

26. Exclusive right to supply arrack for sale at Foreign Liquor premises or other premises specially authorized by the Excise Commissioner: Allocation of such premises to grantee.—
(1) The grantee of every tavern specified in column I of Schedule B hereto shall have the exclusive right of supplying arrack (in bulk only or in sealed bottles only, as the case may be) in quantities not less than those prescribed from time to time by the Excise Commissioner, on payment at rates at which he is authorized by law to sell arrack and on production of a valid transport pass issued by the Superintendent of Excise in that behalf, for sale, in each to the foreign liquor premises specified against such tavern in column 2 of that Schedule, or in such other premises within the same area (whether or not such premises are licensed for the sale of foreign liquor or otherwise) as may be licensed at any time after the publication of these conditions for the sale of arrack.

(2) Where the grantee so supplies arrack to any foreign liquor premises or other premises authorized by the licence he will, for the protection of his exclusive privilege, have the supervisory rights provided for in the conditions of the special licence to sell arrack issued to such foreign liquor or other authorized premises.

(3) Special licences to sell arrack in sealed (or unopened) bottles only will be issued by the Excise Commissioner in his discretion to the foreign liquor retail (off) and resthouse licences mentioned in Schedule B below or to persons who have been granted foreign liquor retail (off) and resthouse licences after the publication of these conditions or to any other person and such licensee shall buy the arrack only from the grantee and only in bottles. Special licences to sell arrack in bulk only will be issued to all foreign liquor licensees (mentioned in Schedule B below and persons to whom licences have been granted after the publication of these conditions) other than foreign liquor retail (off) and resthouse licensees, and such licensees shall buy the arrack only from the grantee and only in bulk.

(4) The grantee shall supply arrack of both qualities, in bulk or in sealed bottles, as the case may be, to such Foreign Liquor Licensees or other persons and where the grantee does not have in stock at his tavern any particular quality of arrack required by any such licensee, he shall obtain from the Government Warehouse the quality required by such licensee.

27. Grantee to account for Arrack: Wastage Allowance.—The grantee shall account for all arrack purchased by him from time to time. The allowance made on account of wastage will, in no circumstances, exceed two per centum of the total quantity purchased since the last date of stock-taking.

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

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

30. (1) (a) Cancellation of Licence and Privilege for non-payment of sums due to Government, &c.—If any instalment or part of any instalment of the purchase money or rent or further sum demanded as additional security for bottles or as additional issue price under conditions 15 (3) and 17 or any other sum due to the Crown from the grantee, in respect of the grant or of the licence issued to him remains unpaid after the date on which it becomes due and payable or if the grantee fails to maintain at all times such minimum quantities, in sealed bottles of different descriptions or in bulk of the kind or kinds of arrack saleable under the tavern licence as the Superintendent of Excise may consider sufficient to meet the local requirements, the grantee shall be deemed to have committed a breach of these conditions and of the conditions of the licence issued to him and the Government Agent shall accordingly have power, without further process of law, either (i) to suspend or cancel the licence or licences issued to the grantee in pursuance of the provisions of section 27 of the Excise Ordinance or (ii) after fifteen days' notice in writing to the licensee or grantee of his intention to do so, to take the licence or grant under management at the risk of the grantee or to declare the licence or grant forfeited and reissue or resell it at the risk and loss of the grantee in pursuance of the provisions of section 31 of the said Ordinance. This condition does not in any way affect the Government Agent's powers to confiscate the security deposit in pursuance of the provisions of condition 9 above. Where any such action

as aforesaid is taken by the Government Agent, any loss sustained by the Government in consequence of such action may be recovered from moneys due to the grantee or from any one or more of them as the case may be, whether on this privilege or on any other privileges or contracts between him or them and the Government or from any other money due from the Government to such grantee or grantees on any other account whatsoever.

(b) Intimation or Notice of Cancellation, &c.—Intimation, of any order of suspension or cancellation, under the said section 27, or the statutory notice or order under the said section 31 may be served personally on the grantee, or addressed to the post office or postal address elected and signified under condition 9 (4) and duly posted, as the Government Agent thinks fit.

(2) Re-grant of Privilege between Cancellation and Re-sale.—In the event of the cancellation of a licence, the Government Agent shall have the power to grant the privilege to any person approved by him for any period intervening between such cancellation and the re-sale of the privilege, and for this purpose may issue to such approved person a temporary licence upon such terms as he may think fit.

31. No compensation or Remission of Rent for loss or damage.—
(1) No action or other legal proceeding shall be instituted or maintained in any court of law, against the Government of Ceylon or the Excise Commissioner, in respect of anything *bona fide* done or omitted to be done in pursuance of the powers conferred on the Excise Commissioner by these conditions or in respect of any loss or damage incurred or suffered in consequence of anything so done or omitted to be done.

(2) No remission of the rent payable in respect of the privilege will be granted on any plea of the grantees having over-estimated the value of any tavern or on any other ground.

(3) The grantee shall not have or make any claim to any reduction, or to the remission of any sum due and owing by him to the Crown by reason of any loss alleged to have been sustained by him—

(a) whether on account of any closing of the tavern or taverns during the passage of troops, or during the encampment troops in the vicinity of the tavern or taverns, or during any riot or civil disobedience or breach of the peace, or during the apprehension of any riot or civil disobedience or breach of the peace, or during the holding of any poll, or on account of the tavern or taverns being situated within or in the vicinity of any area for the time being declared to be a diseased locality under the provisions of any written law; or

(b) whether on account of the opening of any new toddy or foreign liquor tavern or estate canteen for arrack or toddy or foreign liquor, or any new foreign or country liquor premises of any other description and licensed after the sale of the privilege under these conditions; or

(c) whether on account of the manufacture and drawing of fermented toddy on special licences issued by the Assistant Commissioner for *bona fide* domestic consumption on medical grounds, and not for sale; or

(d) whether on account of the manufacture and drawing of fermented toddy within the area or areas of the privilege hereby granted for supply to licensed manufactories in which toddy is used in the process of manufacture; or

(e) whether on account of the issue of licences for the bottling and wholesale sale of bottled toddy and of the retail sale of such bottled toddy at toddy taverns; or

(f) whether on account of the unrestricted tapping, manufacture and drawing of sweet toddy without any licence or permit; or

(g) whether on account of the refusal of the Excise Commissioner to issue special arrack licences in terms of condition 26 above; or

(h) whether on account of the introduction of the Tree Tax System for Toddy within the local area or areas for which the privilege is granted; or

(i) whether on account of the issue of licences for manufacture and/or sale of other liquors within the local area or areas for which the privilege is granted; or

(j) whether on account of increase in selling prices of arrack; or

(k) through any other cause whatsoever.

32. Termination of Privilege.—The privilege shall terminate on (a) the expiry of the term for which it is granted, (b) the death of the grantee, or (c) a breach of any of the conditions governing it: Provided that in the event of the death of the grantee, the Government Agent may, in his discretion, permit the legal heirs or the administrator of the estate of the grantee to continue the privilege till the expiry of the term for which it is granted.

33. No surrender of Licence.—The licence or licences referred to in condition 13 (2) above, being issued free of charge in pursuance of section 19 (2) of the Excise Ordinance, to implement the contract between the Crown and the grantee, shall not be

surrendered by the grantee under section 29 of the said Ordinance, except with the approval of the Government Agent previously obtained in writing.

Excise C. S. 26.

GOVERNMENT OF CEYLON

ARRACK RENT TENDER FORM

(Condition 3)

Tender for the purchase of the exclusive privilege of selling arrack by retail within the local area of _____ in the _____ District.

To the Government Agent, _____.

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

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

I/We hereby declare that I/we am/are not disqualified under any of the provisions of Arrack Rent Sale Special Condition 6 (1) or 6 (2).

Witnesses:

1. _____
2. _____

Signature: _____
Address: _____

NOTES

1. A deposit receipt for Rs. _____ is to be annexed to this tender. No tender unaccompanied by a deposit receipt will be accepted. The deposit of Rs. _____ will, subject to the provisions of Arrack Rent Sale Conditions No. 6 and No. 10, be refunded.

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

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

AGREEMENT

(Condition 9 (1) (a))

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

Witnesses: _____

Grantee(s): _____

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

Government Agent.

ADDRESS FOR NOTICES

(Condition 9 (4))

I/We, the undersigned, do hereby as required by Condition 9(4) appoint the under-mentioned Post Office/postal address as the Post Office/postal address to which all notices and processes whatever in connection with the hereinbefore mentioned privilege may be addressed and posted to me/us.

Witnesses: _____

Grantee(s): _____

Schedule A

(Vide Condition 12 (2))

Serial No.	Name of Tavern	Amount payable as Additional Security Deposit for bottles (3)	Rs.	c.
<i>Colombo Municipality</i>				
6	Bambalapitiya	5,000	0	
1	Kotahena	5,000	0	
2	Kortaboam	2,000	0	
<i>Colombo Municipality—contd.</i>				
3	Mutwal	2,000	0	
4	Madampitiya	3,000	0	
5	Ferguson Road	1,500	0	
<i>Colombo District (outside Municipality)</i>				
30	Digarolla	3,700	0	
28	Timbirigasyaya	570	0	
29	Uswetakelyawa	125	0	
22	Bopitiya	195	0	
23	Dandugama	225	0	
27	Keragahapokuna	420	0	
21	Seeduwa	150	0	
14	Katunayake	195	0	
11	Pitipana	170	0	
20	Kepungoda	70	0	
15	Henmulla	75	0	
16	Etagama	70	0	
17	Kandewala	325	0	
18	Daluwakotuwa	170	0	
31	Keragahamune Pahala	1,000	0	
24	Kanuwana	1,020	0	
25	Weligampitiya	495	0	
26	Kandana	1,050	0	
19	Kochchikade	270	0	
8	Kudapaduwa	120	0	
9	Periyamulla	200	0	
12	Kurana	195	0	
7	Udayartoppu	750	0	
10	Bolawalana	420	0	
13	Dagonne	445	0	
<i>Kalutara District</i>				
1	Kalamulla	2,295	0	
2	Diyalagoda	1,650	0	
3	Beruwala	1,650	0	
4	Walapolapattiya	2,625	0	
5	Nalluruwa	1,650	0	
<i>Kandy District</i>				
1	Colombo Street	4,870	0	
2	Katukelle	1,095	0	
3	Wahugepitiya	750	0	
4	Pussellawa	1,350	0	
5	Hatton	5,250	0	
6	Kotiyagala	2,895	0	
7	Hardenhuish	1,470	0	
8	Maskeliya	3,270	0	
9	Huluganga	2,500	0	
10	Pupressa	1,000	0	
<i>Nuwara Eliya District</i>				
1	Ramboda	950	0	
2	Paddiyapelella	1,220	0	
3	Holbrook	3,750	0	
4	Bambarakelle	3,750	0	
5	Ragala	3,345	0	
<i>Galle District</i>				
1	Katugoda	3,750	0	
2	Heenatigala	2,545	0	
<i>Hambantota District</i>				
1	Hambantota	3,320	0	
<i>Jaffna District</i>				
1	Grand Bazaar	3,500	0	
2	Karaiyur	1,000	0	
5	Vanankerni	800	0	
7	Valvedditurai	2,500	0	
8	Kayts	1,000	0	
<i>Mannar District</i>				
1	Periyakadai	1,145	0	
<i>Vavuniya District</i>				
1	Mullaitivu	500	0	
2	Mankulam	500	0	
3	Vavuniya	500	0	
<i>Batticaloa District</i>				
1	Valaichenai	845	0	
2	Eravur	1,095	0	
3	Koddaimunai	975	0	
4	Eruvil	645	0	
5	Periyanilavanna	745	0	

Serial No.	Name of Tavern	Amount payable as Additional Security Deposit for Bottles	Serial No.	Name of Tavern	Amount payable as Additional Security Deposit for Bottles
(1)	(2)	(3)	(1)	(2)	(3)
<i>Trincomalee District</i>			<i>Chilaw District—contd.</i>		
		Rs. c.			Rs. c.
1	Neville Street	1,545 0	20	Bandarawatta	95 0
2	Central Road	1,845 0	21	Pambala	145 0
3	Uppuveli	195 0	22	Ambakandawila	45 0
4	Nilaveli	195 0	23	Udalawela	70 0
			24	Bazaar Street	525 0
<i>Kurunegala District</i>			25	Lake Road	545 0
1	Kattimahana	1,000 0	26	Toduwawa	70 0
2	Dunukadeniya	170 0	27	Mahawewa	190 0
3	Yakwila	835 0	28	Kudawewa	150 0
4	Kurunegala	3,000 0	29	Pahala Talgasgara	45 0
5	Mawatagama	750 0	30	Talwila	70 0
6	Giriulla	1,000 0	31	Mudukatuwa	170 0
7	Narammala	1,000 0	32	Dematapitiya	45 0
			33	Morakele	45 0
<i>Puttalam District</i>			34	Katuneriya	170 0
1	Chenaikudiruppu	1,095 0	35	Ulhitiyawa	45 0
2	Kuruvikulam	145 0	36	Dummaladeniya	70 0
3	Tetapolai	150 0	37	Boralessa	45 0
4	Kandatoduwa	70 0	38	Waikkal	45 0
5	Madurankuli	95 0	39	Nanjundankarai	45 0
6	Mangalaweli	45 0	40	Toputota	220 0
7	Kattaikadu	70 0	41	Tambarawila	195 0
8	Ottapanai	45 0	42	Lunuwila	120 0
9	Mundel	150 0	43	Wennappuwa	270 0
10	Andimunai	120 0	<i>Anuradhapura District</i>		
11	Sottupitiyawadi	45 0	1	Anuradhapura	2,170 0
12	Etalai	245 0	<i>Badulla District</i>		
13	Narakkali	45 0	1	Badulla	2,520 0
14	Ihala Mandalana	45 0	2	Madulsima	1,410 0
<i>Chilaw District</i>			3	Haputale	3,750 0
15	Udappu	195 0	4	Lunugala	1,500 0
16	Wellawela	120 0	<i>Ratnapura District</i>		
17	Rajakadalawa	220 0	1	Balangoda	3,375 0
18	Karukkuponai	95 0	2	Pinnawala	360 0
19	Dematapitiya	95 0			

Schedule B

(Vide Condition 26)

(1)
Number of Arrack Tavern(2)
Foreign Liquor Premises assigned

WESTERN DIVISION

Colombo Municipality

Tavern No. 1, Kotahena	..	{ Mrs. P. Suppiah, Retail Off Shop, Skinners Road North M. G. Fernando and Mrs. J. Britto, Retail Off Shop, Skinners Road North
Tavern No. 3, Mutwal	..	{ Dockland Hotel and Bar, Mutwal F. L. Tavern No. 7, Aluthmawatte, Mutwal
Tavern No. 4, Madampitiya	..	{ National Restaurant, Grandpass F. L. Tavern No. 8, Grandpass

Colombo District (outside Municipality)

Tavern No. 7, Udayartoppu	..	{ Coronation Hotel and Bar, Negombo Messrs. Fernando and Fernando, Restaurant, Negombo F. L. Tavern, Green Road, Negombo Messrs. Fernando and Fernando, Retail Off Shop, Negombo Mr. M. L. Gomez, Retail Off Shop, Main Street, Negombo Resthouse, Negombo (New)
Tavern No. 10, Bolawalana	..	Resthouse, Negombo (Old)
Tavern No. 24, Kanuwana	..	{ Messrs. E. J. G. and A. M. R. C. Cassie Chitty, F. L. Restaurant, Ja-ela Messrs. E. J. G. and A. M. R. C. Cassie Chitty, Retail Off Shop, Ja-ela Resthouse, Ja-ela
Tavern No. 30, Digarolla	..	{ F. L. Tavern, Moratuwa Messrs. T. T. Fernando and T. J. Fernando, Retail Off Shop, 91, Galle Road, Moratuwa

Chilaw District

Tavern No. 24, Bazaar Street	..	{ F. L. Tavern 2, Chilaw Mrs. L. Gomez, Retail Off Shop, Chilaw
Tavern No. 25, Lake Road	..	{ F. L. Tavern No. 1, Chilaw Resthouse, Chilaw

(1)
Number of Arrack Tavern

(2)
Foreign Liquor Premises assigned

CENTRAL DIVISION

Kandy District

		The Secretary, Kandy Hotels Ltd., Queen's Hotel and Bar, Kandy
		Messrs. S. D. Fernando, A. H. Silva and Mrs. S. J. Malinga Fernando Castle Hotel and Bar, Kandy
		Messrs. S. D. S. Fernando and D. M. Fernando, Royal Hotel and Bar, Kandy
		Mr. D. F. H. Perera, T. A. M. Fernando, King's Hotel and Bar, Kandy
		Mrs. W. H. T. Fernando, Empire Hotel and Bar, Kandy
		Messrs. M. W. Fernando, M. P. D. Cooray and M. W. S. Cooray, Victory Hotel and Bar, Kandy
		Mrs. S. M. Pieris, Peak View Hotel, Kandy
Tavern No. 1, Colombo Street, Kandy		Foreign Liquor Tavern Ward No. 7, Kandy
		Foreign Liquor Tavern Ward No. 5, Kandy
		J. P. A. de Mel, Retail Off Shop, Trincomalee Street, Kandy
		Mr. A. V. de Costa, Retail Off Shop, Ward Street, Kandy
		Messrs. Cargills (Ceylon), Ltd., Retail Off Shop, Kandy
		Messrs. L. A. and L. K. Perera, Green Cafe, F. L. Restaurant, Kandy
		Mr. U. K. Edmond, Foreign Liquor Retail Off Shop, Kandy
		Resthouse, Matale
		Resthouse, Nalande
		Resthouse, Kegalla
		Resthouse, Mawanella
Tavern No. 4, Pussellawa		Resthouse, Pussellawa
		F. L. Tavern, Pussellawa
		O. K. Don Patrick and O. K. Anthony Remaul, Retail Off Shop, Pussellawa
		Messrs. M. Fernandez and G. S. Fernandez, Castro Hotel and Bar, Hatton
		Mr. U. K. D. Ubald, Marcel, Arms Hotel and Bar, Hatton
		F. L. Tavern No. 6, Dickoya
		F. L. Tavern No. 7, Dickoya
Tavern No. 5, Hatton		Messrs. O. K. D. J. Ethelbert, O. K. D. Abdon and O. K. D. Wilfred, Retail Off Shop, Dickoya
		Messrs. Millers Ltd., Retail Off Shop, Dickoya
		Mr. T. X. A. Lane, Crown Hotel, Hatton
		Mr. M. J. P. Rayan, Frankland Hotel and Bar, Hatton
		The Hotels and Allied Services Colombo, Peak Hotel, Hatton
		Mr. A. Subramaniam, Indra Hotel, Hatton
		Resthouse, Talawakelle
		Resthouse, Kitulgala
Tavern No. 8, Maskeliya		Mr. A. V. Costa, Maskeliya Hotel and Bar, Maskeliya
		Mr. A. V. Costa, Retail, Off Shop, Maskeliya
Tavern No. 6, Kotiyagala		Mr. R. A. Fernando, Retail Off Shop, Bogawantalawa
		Resthouse, Bogawantalawa
Tavern No. 9, Huluganga		Resthouse, Panwila

Nuwara Eliya District

		King's Hotel, Nuwara Eliya
		Priory Hotel, Nuwara Eliya
		F. L. Restaurant, Nuwara Eliya
		F. L. Tavern, Nuwara Eliya
		Pedro Hotel and Bar, Nuwara Eliya
		Grand Hotel and Bar, Nuwara Eliya
Tavern No. 4, Bambarakelle		Windsor Hotel and Bar, Nuwara Eliya
		Grosvenor Hotel and Bar, Nuwara Eliya
		St. Andrews' Hotel, Nuwara Eliya
		Messrs. Cargills, Ltd., Retail Off Shop, Nuwara Eliya
		Messrs. Miller & Co., Ltd., Retail Off Shop, Nuwara Eliya
		J. L. Pimanda, T. A. Fernando and H. H. Fernando, Retail Off Shop, Nuwara Eliya
		C. Pieris and M. Pieris, Retail Off Shop, Nuwara Eliya
Tavern No. 2, Padiyapelella		K. M. W. Fernando and K. P. T. Silva, Retail Off Shop, Padiyapelella
Tavern No. 5, Ragala		Messrs. M. Motha and M. L. Motha, Retail Off Shop, Ragala
Tavern No. 3, Holbrook		Messrs. Mel Mendis, Ltd., Retail Off Shop, Agrapatana

Badulla District

		Resthouse, Badulla
		S. M. Miranda and J. R. B. V. Miranda, Uva Hotel and Bar, Badulla
		F. L. Tavern No. 2, Ward Street, Central Ward No. 5, Badulla
Tavern No. 1, Badulla		F. L. Tavern No. 3, Bazaar Street, Central Ward No. 5, Badulla
		S. M. S. Poopalarayer, J. S. Poopalarayer, and S. I. Fernando, Retail Off Shop, Bazaar Street, Badulla
		Messrs. C. E. D. Don and J. M. D. P. Perera, Ltd., Retail Off Shop, Bazaar Street, Badulla
Tavern No. 3, Haputale		W. E. Peiris and Mrs. Dulciana de Mel, Retail Shop, Haputale
		Resthouse, Haputale
Tavern No. 4, Lunugala		The Trading and Forwarding Agency, Lunugala F. L. Shop
		Resthouse, Lunugala

Ratnapura District

Tavern No. 1, Balangoda		F. L. Gomez, Retail Off Shop, Balangoda
		Resthouse, Balangoda

Batticaloa District

		Mr. A. V. Fernando, Kings Hotel, Koddaimunai
		Mesdames V. M. Joseph & R. P. Ignatius, Central Hotel, Puliyantivu
		Mrs. S. Nadarasa, Grand Eastern Hotel, Koddaimunai
Tavern No. 3, Koddaimunai		Mr. C. Kuruneru, Lake View Hotel, Batticaloa
		Foreign Liquor Tavern, Batticaloa
		Messrs. A. S. de Silva, Amarasuriya and Sivalingam
		Chettiyar, Retail Off Shop, Main Street, Puliyantivu
		Resthouse, Batticaloa

(1) <i>Number of Arrack Tavern</i>	(2) <i>Foreign Liquor Premises assigned</i>
	<i>Badulla District—contd.</i>
Tavern No. 5, Periyancalavanai	<ul style="list-style-type: none"> .. Mrs. M. M. Sebastian & Mrs. M. J. S. Selvaratnam .. Excelsior Hotel & Bar, Kalmunai .. Resthouse, Kalmunai .. Mrs. V. M. Joseph & Mrs. R. P. Ignatius, Retail Off Shop, Kalmunai
	<i>Trincomalee District</i>
Tavern No. 1, Nevielle Street	<ul style="list-style-type: none"> .. J. L. R., A.S. and S. M. Miranda, Retail Off Shop, Dockyard Road, Trincomalee .. T. A. M. Fernando, Maysland Hotel, Trincomalee
Tavern No. 2, Central Road	<ul style="list-style-type: none"> .. Resthouse, Trincomalee (Town) .. Mrs. S. Pakiam, Retail Off Shop, Trinco Stores, Dockyard Road, Trincomalee .. S. Vallipuram, Welcombe Hotel, Trincomalee
	<i>Anuradhapura District</i>
Tavern No. 1, Anuradhapura	<ul style="list-style-type: none"> .. J. D. Victor, Central Hotel, Anuradhapura .. J. M. S. Miranda & Sons, Ltd., Retail Off Shop, Anuradhapura .. J. Don Victor, Retail Off Shop, Anuradhapura .. Railway Refreshment Room, Anuradhapura .. Resthouse, Anuradhapura
	<i>Kurunegala District</i>
Tavern No. 4, Kurunegala	<ul style="list-style-type: none"> .. Mr. S. Fernando and Mrs. M. Vanlangenbug, 58, Esplanade Road, Kurunegala .. Messrs. J. Gonsal and J. L. Gonsal, 6, Esplanade Road, Kurunegala .. Messrs. M. L. H. Miranda and J. T. P. R. Miranda, 176, Kandy Road, Kurunegala .. Mr. Frederick Gilbert and Mrs. A. Gonsal, 22, St. Anne's Street, Kurunegala .. Mr. P. D. Bruno and Mrs. P. D. E. Headwig, Grand Hotel, Kurunegala .. C. L. Paldano, No. 35, Puttalam Road, Kurunegala .. Resthouse, Kurunegala .. Resthouse, Nikeweratiya .. Resthouse, Mahe .. Resthouse, Galmuwa .. Resthouse, Hiripitiya .. Resthouse, Polgahawela .. Resthouse, Ambepusse .. Resthouse, Hettipola
Tavern No. 7, Narammala	<ul style="list-style-type: none"> .. Resthouse, Narammala
	NORTHERN DIVISION
	<i>Jaffna District</i>
Tavern No. 1, Grand Bazaar	<ul style="list-style-type: none"> .. S. F. X. Anasampillai, Retail Off Shop, 31, Main Street, Jaffna .. S. P. Nadarajah, The Jaffna Apothecaries Co., Retail Off Shop, Jaffna .. Mrs. P. Suppiah, Retail F. L. Shop, Main Street, Jaffna .. Mrs. P. Suppiah, Retail F. L. Shop, Chemma Street, Jaffna .. Mrs. Velupillai, Retail F. L. Shop, Jaffna .. V. Thursiappah, Grand Hotel and Bar, Jaffna .. M. Mahadevan and Mrs. Rajasoundari Mahadevan, Colombo Restaurant, Chemma Street, Jaffna .. Resthouse, Jaffna .. Yalta Hotel, Jaffna
Tavern No. 8, Kayts	<ul style="list-style-type: none"> .. Resthouse, Kayts
	<i>Mannar District</i>
Tavern No. 1, Mannar	<ul style="list-style-type: none"> .. F. L. Tavern, Mannar .. K. Alex Perera, Retail Off Shop, Mannar .. Resthouse, Mannar
	<i>Vavuniya District</i>
Tavern No. 1, Mullaattivu	<ul style="list-style-type: none"> .. Resthouse, Mullaattivu
Tavern No. 2, Mankulam	<ul style="list-style-type: none"> .. Resthouse, Mankulam
Tavern No. 3, Vavuniya	<ul style="list-style-type: none"> .. Empire Hotel, Vavuniya .. Resthouse, Vavuniya .. T. Sabaratnam, Retail Off Shop, Vavuniya
	SOUTHERN DIVISION
	<i>Hambantota District</i>
Tavern No. 1, Hambantota	<ul style="list-style-type: none"> .. Mrs. S. H. Ranaweera, Retail Off Shop, Hambantota .. Resthouse, Hambantota

6-902/2

The "Ceylon Government Gazette" is published every Friday. Day of publication is subject to alteration in any week where Public Holidays intervene.

All Notices and Advertisements should reach the Government Printer, Government Press, Colombo, by 3.30 p.m. four working days previous to day of publication (i.e., normally 3.30 p.m. on Monday).

Subscriptions for the "Government Gazette" should be paid direct to the Superintendent, Government Publications Bureau, Secretariat, Colombo. The Government Printer does not accept subscriptions for the Gazette.