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THE CEYLON GOVERNMENT GAZETTE

අංක 13,362 — 1962 ඔක්තෝබර් 26 වැනි සිකුරාදා — 1962.10.26

No. 13,362 — FRIDAY, OCTOBER 26, 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	—	Central Bank of Ceylon Notices	—
Appointments, &c., by the Public Service Commission	2687	Accounts of the Government of Ceylon	—
Appointments, &c., by the Judicial Service Commission	2687	Revenue and Expenditure Returns	—
Other Appointments, &c.	2688	Miscellaneous Departmental Notices	2701
Appointments, &c., of Registrars	—	Notice to Mariners	—
Government Notifications	2688	"Excise Ordinance" Notices	—

Appointments, &c., by the Public Service Commission

No. 435 of 1962

THE Public Service Commission has been pleased to order the following appointments:—

A. 269/62.

Mr. V. PANDITHA, C.C.S., to act as Assistant Director-General of Broadcasting and Information, Department of Broadcasting and Information, with effect from September 10, 1962, until further orders.

A. 252/62.

Mr. B. F. C. PERERA, 3rd Deputy Registrar of the Supreme Court, to act in the post of 2nd Deputy Registrar of the Supreme Court, with effect from September 14, 1962, until further orders.

Mr. G. A. L. M. WICKREMASINGHE, Acting 4th Deputy Registrar of the Supreme Court, to act in the post of 3rd Deputy Registrar of the Supreme Court, with effect from September 14, 1962, until further orders.

Mr. R. C. WICKREMASINGHE, Acting 5th Deputy Registrar of the Supreme Court (Temporary), to act in the post of 4th Deputy Registrar of the Supreme Court, with effect from September 14, 1962, until further orders.

N. P. WILBYERATNE,
Secretary,

Public Service Commission.

Office of the Public Service Commission,
P. O. Box 500, Galle Face Secretariat,
Colombo 1, October 22, 1962.

10—1095

Appointments, &c., by the Judicial Service Commission

No. 436 of 1962

SUMMARY OF APPOINTMENTS MADE BY THE JUDICIAL SERVICE COMMISSION

Name of Officer	New Appointment	Effective Date of New Appointment	Remarks
Mr. A. L. S. SIRIMANE	District Judge, Colombo	From 10th October, 1962	Until further orders
Mr. P. A. DE SENARATNE	Additional District Judge, Colombo	From 12th October, 1962, to hear till completion D. C. Colombo Cases 9216/L and 6252/M. B.	In addition to his other duties
Mr. M. HUSSEIN	Additional Magistrate etc., Galle	From 23rd November, 1962, to hear till completion M. C. Galle Cases 21708 and 15670 and from 23rd October, 1962, to hear till completion M. C. Galle Case 21465—Non-summary	In addition to his other duties
Mr. A. M. I. GUNARATNE	Additional District Judge, Kandy, at Gampola etc.	20th to 22nd and 26th to 30th October, 1962	During absence of Mr. K. D. O. S. M. SENEVIRATNE
Mr. C. H. UDALAGAMA	Additional Magistrate etc., Kegalla	22nd to 26th October, 1962	During absence of Mr. T. J. RAJARATNAM
Mr. J. W. WICKREMASINGHE	Additional District Judge etc., Matara	22nd to 26th October, 1962	During absence of Mr. G. C. NILES
Mr. A. C. KANAGASINGHAM	Additional Magistrate etc., Trincomalee	17th October, 1962, to record evidence of Magistrate in M. C. Trincomalee Case 1741—Non-summary	—
Mr. S. P. WIJAYATILAKE	Additional District Judge, Kandy, at Matale etc.	26th to 31st October, 1962	During absence of Mr. A. O. S. DISSANAYAKE
Mr. W. DE SILVA	Additional Magistrate etc. Kalutara	23rd November, 1962	During absence of Mr. M. HUSSEIN
Mr. T. J. C. PEIRIS	Additional Magistrate etc., Panadura	29th October, 1962	During absence of Mr. A. W. GOONERATNE
Mr. L. V. B. DE JACOLYN	Additional Magistrate etc., Avissawella	From 25th October, 1962	Until resumption of duties by Mr. J. G. L. SWARIS
Mr. R. V. VILVARAJAH	Additional Magistrate etc., Vavuniya	26th to 31st October, 1962	During absence of Mr. E. M. MATHIAPARANAM
Mr. A. W. A. EMMANUEL	Acting President, Rural Court, Dewameddi Hatpattu etc.	19th, 23rd, 24th, 29th and 30th October, 1962	During absence of Mr. T. B. WETTEWA

Name of Officer	New Appointment	Effective Date of New Appointment	Remarks
Mr. B. L. ABEYRATNE	Acting President, Rural Court, Kuruwiti Korale etc.	30th October, 1962	During absence of Miss T. H. FERNANDO
Mr. S. A. C. M. MEERA SAIBO	Acting President, Rural Court, Akkaraipattu etc.	22nd to 24th and 26th October, 1962	During absence of Mr. J. PATRICK
Mr. A. J. SAHEED	Additional President, Rural Court, Pasdun Korale etc.	26th October, 1962, to hear R. C. Matugama CRM. Cases 43 and 89	—
Mr. P. S. MAHALEKAME	Acting President, Rural Court, Tumpane etc.	16th October, 1962	During absence of Mr. J. E. ILANGANTILEKE

Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, 18th October, 1962.

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

10—996

Other Appointments, &c.

No. 437 of 1962

APPOINTMENTS BY THE HONOURABLE THE MINISTER OF JUSTICE

Justices of the Peace and Unofficial Magistrates

- (1) Mr. A. L. SAMARASEKERA to be a Justice of the Peace and Unofficial Magistrate for the Judicial District of Kandy.
- (2) Mr. J. L. THAMBYRAJAH to be a Justice of the Peace and Unofficial Magistrate for the Judicial District of Kandy.
- (3) Mr. C. M. L. DE SILVA to be a Justice of the Peace and Unofficial Magistrate for the Judicial District of Nuwara Eliya.

Justices of the Peace

- (4) Mr. A. M. DISSANAYAKE to be a Justice of the Peace for the Judicial District of Colombo.
- (5) Mr. D. C. HEWAVIDANA to be a Justice of the Peace for the Judicial District of Galle.
- (6) Mr. S. A. DE SILVA to be a Justice of the Peace for the Judicial District of Kurunegala.

D. J. R. GUNAWARDENA,
Acting Permanent Secretary to the
Ministry of Justice.

Ministry of Justice,
Colombo, 22nd October, 1962.
10—1104

Government Notifications

G-G. O. No. L. 91.

M/A. L. I. & P. No. J. 258 (BR).

IT is hereby notified that the Governor-General has been pleased, on the advice of the Honourable the Minister of Agriculture, Land, Irrigation and Power to appoint, under the provisions of section 19 (1) of the Land Acquisition Act (Chapter 460), Mr. P. R. Gunasekera to be, for a period of 3 years with effect from 15th October, 1962, a Lawyer Member of the Board of Review for the purpose of hearing appeals in the manner therein provided.

By His Excellency's command,

S. J. WALPITA,
Secretary to the Governor-General.

Governor-General's Office,
Colombo, 22nd October, 1962.
10—1114

LD.—B. 13/60.

THE NAVY ACT

D 272/Fin.

REGULATION made by the Minister of Defence and External Affairs under section 161 (l) of the Navy Act (Chapter 358).

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

Colombo, October 15, 1962.

Regulation

The following charges shall be levied for services rendered by the Royal Ceylon Navy in the Port of Trincomalee:—

1. For the use of a tug—

- (a) *inside the harbour*: Rs. 80 for the first hour or part thereof, and Rs. 20 for every subsequent quarter hour or part thereof.
- (b) *outside the harbour*: Rs. 160 per hour or part thereof for the first 24 hours, and Rs. 120 for each subsequent hour or part thereof.

2. For the use of a launch or a tarmac or a big towing launch—

- (a) *inside the harbour*:

(i) Between 7 a.m. and 4 p.m. on any day other than a Sunday or a Public Holiday	For the first hour or part thereof	Rs. c.
	For each subsequent quarter hour or part thereof	32 0
		8 0

		Rs. c.
(ii) Between 7 a.m. and 4 p.m. on a Sunday or a Public Holiday	Where the period of hire exceeds four hours— for the first hour or part thereof	38 40
	for each subsequent quarter hour or part thereof	9 60
	Where the period of hire does not exceed four hours— for the first hour or part thereof	57 60
	for each subsequent quarter hour or part thereof	8 0
(iii) Between 4 p.m. and 7 a.m. on any day	For the first hour or part thereof	38 40
	For each subsequent quarter hour or part thereof	9 60
	Provided that in a case where the period of hire extends beyond or commences from or after 6.30 p.m., the charges payable in respect of the first six hours shall be—	
	for the first hour or part thereof	70 40
	for each subsequent quarter hour or part thereof	8 0

(b) outside the harbour:

- (i) Between 7 a.m. and 4 p.m. on any day other than a Sunday or a Public Holiday

For the first hour or part thereof	48 0
for each subsequent quarter hour or part thereof	12 0
- (ii) Between 7 a.m. and 4 p.m. on a Sunday or a Public Holiday

Where the period of hire exceeds four hours— for the first hour or part thereof	57 60
for each subsequent quarter hour or part thereof	14 40
Where the period of hire does not exceed four hours, the charges payable shall be— for the first hour or part thereof	86 40
for each subsequent quarter hour or part thereof	12 6

		Rs. c.	
(iii) Between 4 p.m. and 7 a.m. on any day	For the first hour or part thereof ..	57 60	
	For each subsequent quarter hour or part thereof ..	14 40	
	Provided that in a case where the period of hire extends beyond or commences from or after 6.30 p.m., the charges payable in respect of the first six hours shall be— ..		
	for the first hour or part thereof ..	105 60	
	for each subsequent quarter hour or part thereof ..	12 0	
3. For supplying water :			
(a) Between 7 a.m. and 4 p.m. on any day other than a Sunday or a Public Holiday	Rs. 12 for every 1,000 gallons or part thereof		
(b) Between 7 a.m. and 4 p.m. on a Sunday or a Public Holiday and between 4 p.m. and 7 a.m. on any day	Rs. 14, for every 1,000 gallons or part thereof		

10-961

L. D.—B. 102/49.

THE IMMIGRANTS AND EMIGRANTS ACT

Delegation under Section 29

I, Sirimavo Ratwatte Dias Bandaranaike, Minister of Defence and External Affairs, by virtue of the powers vested in me by section 6 of the Immigrants and Emigrants Act (Chapter 351) do hereby authorise the officers mentioned in the Schedule hereto, to exercise, perform and discharge the powers, duties and functions vested in, or imposed or conferred upon me by or under section 29 of the aforesaid Act.

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

Colombo, 16th October, 1962.

SCHEDULE

1. Permanent Secretary, Ministry of Defence and External Affairs.
2. Mr. Wadiya Pathirana Stanley Robert Jayaweera, Assistant Secretary, Ministry of Defence and External Affairs.
3. Controller of Immigration and Emigration.

10-974

L. D.—B. 98/88.

THE CEYLON SAVINGS BANK ORDINANCE

RULES made by the Board of Directors of the Ceylon Savings Bank under section 12 of the Ceylon Savings Bank Ordinance (Chapter 399), and approved by the Minister of Finance under the said section 12.

H. S. AMERASINGHE,
Permanent Secretary,
Ministry of Finance.

Colombo, October 18, 1962.

Rule

The rules relating to loans on the security of house property, published in *Gazette* No. 7,676 of November 30, 1928, are hereby amended by the addition, at the end of those rules, of the following new rule:—

10. (1) Subject to the provisions of the preceding rules and to the succeeding provisions of this rule, a loan may be applied for and granted for the purpose of building a house within the municipal area or within an urban area.
- (2) The applicant for a loan under paragraph (1) shall submit—
 - (a) the plans and specifications of the house after they have been approved by the local authority; and
 - (b) the detailed estimates and costs of the construction of the house.
- (3) After the application is approved, the loan shall, unless otherwise ordered by the Board of Directors, be paid in four equal instalments as follows:—
 - (a) upon the completion of the foundation of the house, a sum equal to one-fourth of the loan approved;

- (b) upon the erection of the walls of the house up to roof level, another sum equal to one-fourth of the loan;
 - (c) upon the completion of the roof of house, a further sum equal to one-fourth of the loan; and
 - (d) upon the completion of the construction of the house, a sum equal to the balance one-fourth of the loan.
- (4) The applicant shall, before the grant of the first instalment,—
- (a) satisfy the Board of Directors that he has sufficient money to commence, and with the loan received in instalments as prescribed in paragraph (3), to complete, the building of the house; and
 - (b) give an undertaking to the Board of Directors that the construction of the house will be completed within such time as the said Board may fix.
- (5) In this rule—
- (a) "municipal area" means the area within the administrative limits of the Colombo Municipal Council;
 - (b) "urban area" means any area within the administrative limits of an Urban Council or a Town Council, such area being adjacent to the municipal area; and
 - (c) "local authority" means the Colombo Municipal Council or the Urban Council or the Town Council, as the case may be."

10-1021

L. D.—B. 83/47.

THE FIREARMS ORDINANCE

Order under Section 30 (1)

BY virtue of the powers vested in me by section 30 (1) of the Firearms Ordinance (Chapter 182), I, Maithripala Senanayake, Minister of Industries, Home and Cultural Affairs, do by this Order—

- (1) direct every person who has any unlicensed gun in his custody or possession to deliver that gun to the officer-in-charge of the nearest Police Station within a period of 30 days from the date of publication of this Order in the *Gazette*; and
- (2) declare that this Order shall apply to the whole Island.

M. SENANAYAKE,
Minister of Industries, Home and Cultural Affairs.

Colombo, October 13, 1962.

10-1094

C/I. 13.

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

Order under Section 4 (1)

To: The President,
Labour Tribunal II,
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 Independent, Industrial and Commercial Workers' Union and E. B. Creasy & Co., Ltd., Colombo 1:

Now, therefore, I, Michael Paul de Zoysa Siriwardena, Minister of Labour and Nationalised Services, do, by virtue of the powers vested in me under section 4 (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 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.

October 15, 1962.

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

In the matter of an industrial dispute between

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

and

E. B. Creasy & Co., Ltd., 55/57, Queen Street, Colombo 1.

STATEMENT OF MATTER IN DISPUTE

The matter in dispute between the Independent, Industrial and Commercial Workers' Union and E. B. Creasy & Co., Ltd., Colombo, is whether the non-employment of Mr. K. A. Sirisena is justified and to what relief he is entitled.

Dated at Colombo, this 24th day of September, 1962.

N. L. ABEYWIRA,
Commissioner of Labour.

10—876

C/I.E. 30/62.

15th October, 1962.

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

Order under section 4 (1)

To: J. E. Ivan Perera, Esq.,
11, Police Park Avenue,
Colombo 5.

WHEREAS an industrial dispute in respect of the matter specified in the statement of the Commissioner of Labour which accompanies this Order exists between Mr. H. W. Bilinda, Am. tirigala, Ruanwella and Mrs. R. M. Muthumenika, Mahadeniyawatta, Am. tirigala, Ruanwella.

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

Mr. H. W. Bilinda, Am. tirigala, Ruanwella

and

Mrs. R. M. Muthumenika, Mahadeniyawatta, Am. tirigala,
Ruanwella

STATEMENT OF MATTER IN DISPUTE

The matter in dispute between Mr. H. W. Bilinda and Mrs. R. M. Muthumenika, Mahadeniyawatta, Am. tirigala, Ruanwella, is to what relief Mr. H. W. Bilinda is entitled to consequent on his non-employment by Mrs. R. M. Muthumenika.

Dated at Colombo, this 1st day of October, 1962.

N. L. ABEYWIRA,
Commissioner of Labour.

10—950

W. 105/412.

**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 Commissioner of Labour which accompanies this Order exists between Mr. B. L. S. de Silva, Yatalawatte, Nagoda and Mr. Francis Amarasuriya, "Lynwood", Edinburgh Crescent, Colombo 7, the Proprietor of Olympus Group, Poddala:

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.

18th October, 1962.

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

In the matter of an industrial dispute

between

Mr. B. L. S. de Silva, Yatalawatte, Nagoda,

and

Mr. Francis Amarasuriya, "Lynwood", Edinburgh Crescent,
Colombo 7, the Proprietor of the Olympus Group, Poddala.

STATEMENT OF MATTER IN DISPUTE

The matter in dispute between Mr. B. L. S. de Silva and Mr. Francis Amarasuriya, the Proprietor of Olympus Group, Poddala, is whether the non-employment of Mr. B. L. S. de Silva, is justified and to what relief he is entitled.

Dated at Colombo, this 22nd day of September, 1962.

N. L. ABEYWIRA,
Commissioner of Labour.

10—1012

No. C/I. 620.

**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 Ceylon Cinema Hall and Film Studio Employees' Union of the one part and Ceylon Entertainments Limited, Liberty Cinema Ltd., Cinemas Limited and the Proprietor of New Imperial Talkies, Colombo, of the other part, which was referred by Order dated December 31, 1961, made under section 4 (2) 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 of 1957, and 62 of 1957, published in *Ceylon Government Gazette* No. 13,846 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. ABEYWIRA,
Commissioner of Labour.

Department of Labour,
Colombo, 20th October, 1962.

Industrial Court at Colombo

No. I. D. 309

In the matter of an Industrial Dispute

between

Ceylon Cinema Hall and Film Studio Employees' Union,
123, Union Place, Colombo 2, of the one part—

and

Ceylon Entertainments Limited, Liberty Cinemas Limited, 35,
Dharmapala Mawatha, Colombo 3, Cinemas Limited, 117, New
Chetty Street, Colombo 13 and the Proprietor of New Imperial
Talkies, 59, Braybrooke Place, Colombo 2, of the other part.

The Award

This is an Award under section 24 of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments, Ceylon (Revised Edition, 1956) as amended by the Industrial Disputes (Amendment) Acts, No. 14 of 1957, No. 62 of 1957, and No. 4 of 1962.

By his Order dated 31st December, 1961, the Hon'ble the Minister of Labour and Nationalised Services referred to this Court for settlement an industrial dispute in respect of the matters specified in the statement of the Acting Commissioner of Labour which accompanied his Order. The dispute in question exists between the Ceylon Cinema Hall and Film Studio Employees' Union, 123, Union Place, Colombo 2 (hereinafter referred to as "the Union"), and Ceylon Entertainment Limited, Liberty Cinemas Limited, 35, Dharmapala Mawatha, Colombo 3, Cinemas Limited, 117, New Chetty Street, Colombo 13, and the Proprietor of New Imperial Talkies, 59, Braybrooke Place, Colombo 2 (hereinafter referred to as "the Employers").

2. According to the statement of the Acting Commissioner of Labour dated 30th December, 1961, the matter in dispute between the said parties is "the claim made by the Ceylon Cinema Hall and Film Studio Employees' Union, on behalf of its members, for the payment of dearness allowance at Government rate."

3. According to the statement filed by the Union dated 25th January, 1962, the members of the Union employed in the Cinemas run by the employers are paid dearness allowance in accordance with the decision of the Wages Board for the Cinema Trade, and it has been the opinion of the Union that "the method adopted by the Wages Board for the Cinema Trade for payment of dearness allowance was inadequate to cover the real rise in the cost of living. It has always been the opinion of the Union that the method adopted by the Government in paying dearness allowance to its employees was a far more satisfactory way of compensating the rise in the cost of living." The statement goes on to say that in conjunction with its sister Unions which are affiliated to the Ceylon Trade Union Federation this Union has carried on an agitation for a more satisfactory way of compensating the real rise in the cost of living and in particular has demanded that the employers in the Cinema Trade adopt the method used by the Government in paying dearness allowance to its employees. The Union requests that the Court be pleased to make an order that the employers in this dispute pay their employees dearness allowance at Government rates with retrospective effect from 1st May, 1959.

According to the statements filed by the Employers the dearness allowance at present paid by them to their employees is the official special allowance as decided by the Wages Board for the Cinema Trade which is the payment as prescribed by law; the present scale of remuneration as laid down by the Wages Board for the Cinema Trade gives a fair wage to the said employees particularly as the scale of remuneration so laid down is fixed at a level comparable with the minimum wage fixed by the Wages Boards for many other categories of employees, and they submit that there is no justification whatsoever for the demand made by the Union, and the Employers put the Union to strict proof that there is any justification for paying their employees at Government rates. In these statements objection is taken that the Union has erred in law in imposing the demand for Government rates in respect of the members of the Union and that this Court has no jurisdiction to make any Award in respect of all the employees of the Companies concerned. The Employers further submit that as a matter of principle too there is no justification for the demand of the Union as the Employers have observed all the requirements of law and industrial practice in regard to the payment of wages, salaries, remuneration, dearness allowance, etc. They add that no other employers in the same line of business as themselves or in any allied line of business pay or have been ordered to pay dearness allowance at Government rates.

4. At the inquiry before us, which commenced on 7th April, 1962, Mr. N. Shanmugathasan, General Secretary of the Ceylon Trade Union Federation, to which is affiliated the Ceylon Cinema Hall and Film Studio Employees' Union, appeared for the Union, while Mr. Advocate S. J. Kadirgamar with Mr. Advocate Izadeen Mohamed, instructed by Mr. P. Nadaraja, appeared for Ceylon Entertainments Limited, Liberty Cinemas Limited and Cinemas Limited, and Mr. Advocate Lakshman Kadirgamar, instructed by Mr. Abraham, appeared for the proprietor of New Imperial Talkies.

On that date a motion filed by the Union dated 2nd April, 1962, regarding the alleged alteration of the terms and conditions of employment of its members by Cinemas Limited consequent on a strike which lasted from 21st to 31st December, 1961, was considered as the Union alleged that Cinemas Limited had acted in contravention of section 40 (1) (p) of the Act.

On the next date, namely 4th May, 1962, Court was informed that there were negotiations going on between the parties with a view to a settlement and on the following date, namely 6th June, 1962, Court was informed that all the matters connected with that application had been settled, and that the Union no longer desired any order from this Court thereon.

5. Mr. Shanmugathasan then addressed us regarding the matter in dispute referred to us by the Hon'ble the Minister and marked in evidence correspondence starting from 9th September, 1957, between the Union and the Employers in which reference is made to the demand now before us. Documents relating to the history of the dispute which commenced from 9th September, 1957, were marked P. 1 to P. 23. Mr. S. J. Kadirgamar in the course of his reply produced some further documents relating to the same subject which he marked R. 1 to R. 10.

The position taken up by the Union, as explained to us by Mr. Shanmugathasan, was that "the dearness allowance payable to the Cinema workers is inadequate at present" and "therefore I will invite the Court to consider whether the total wage that the Cinema workers are now receiving, that is, the basis wage and the dearness allowance as fixed by the Wages Board is adequate as fair wage." He said "in my submission, it is not a fair wage and to make it correspond as near as possible under conditions in Ceylon as a fair wage, I will invite the Court to award the Government rates of dearness allowance." He set out the history of this dispute in order to satisfy the Court that the claim of the Cinema workers was not an afterthought which was sprung on the Employers after the signing of the Collective Agreement, No. 1 of 1959, on 29th April, 1959, between the Ceylon Trade Union Federation and the United Engineering Workers' Union on the one hand and

the Employers' Federation on the other. This was the position which transpired with regard to the claim of Lorry drivers for payment of dearness allowance at Government rates in I.D. 303.

6. According to the correspondence the origin of the present dispute goes back to September, 1957. With regard to the dearness allowance now drawn by these members of the Union in accordance with the rates fixed by the Wages Board, Mr. Shanmugathasan's argument was that in fixing the minimum basic wage and the dearness allowance the Wages Board takes into consideration the ability of the smaller employer, whom he referred to as "the marginal employer", to pay the wages and dearness allowance fixed by the board. He urged that the Court has the power and jurisdiction to order a higher rate of dearness allowance to be paid by the employers in the present case who could by no means be called marginal employers, provided of course that the Court is satisfied that what the employees concerned are receiving now is not a fair wage and that the employers can pay at a higher rate. He cited to us various extracts from the Reports of Commissions in India and Ceylon. We quote two extracts from a publication by the Government of India, Ministry of Labour and Employment, India—"Some Papers on Wage Policy". On page 2 thereof the difference between a "minimum wage", "fair wage" and "living wage" is stated. The "minimum wage" is defined as "an irreducible amount considered necessary for the sustenance of the worker and his family and for the preservation of his efficiency at work." The "living wage" is defined as "the ideal which would enable the earner to provide for himself and his family, not merely the essentials of life, but also a measure of comfort". It then goes on to say that "between these two limits is the 'fair wage' the floor of which is set between the minimum wage and the ceiling by the capacity of the industry to pay." On page 12 under the heading "dearness allowance" that publication states that "it has to be remembered that the concept of an irreducible minimum wage will lose all meaning if, after its fixation, any rise in the cost of living is not neutralised at least to a reasonable extent."

We consider that these concepts would equally apply to the conditions existing in Ceylon and so far as we can see there is nothing in the previous Awards of the Industrial Courts in Ceylon which comes into conflict with these concepts. Mr. Shanmugathasan produced marked P. 26 a document in which is shown the classification of employees in the Cinema Trade as determined by the Wages Board. According to this classification under the heading "B. Clerical" there are three grades whose wages and dearness allowances have also been fixed by the Wages Board. He pointed out that none of the employees graded under the heading "B. Clerical" work in the Cinema theatres owned by the present employers but work in the head offices of the employers and are in fact paid dearness allowance not at the rates fixed by the Wages Board but in accordance with the Mercantile Scale of dearness allowance based on the Colombo Consumer Index, which amounts to more than the Government rate of dearness allowance. He therefore urged that this fact alone was sufficient reason for him to demand that the rest of the employees also be paid dearness allowance at the same rate as the office employees.

7. Mr. S. J. Kadirgamar, setting out the case for the Employers, based his objection to the claim under the following heads:—

- (1) The Wages Board is the competent authority for fixing the dearness allowance payable to employees in the Cinema Trade and the Employers have consistently in their replies to the demand made by the Union for payment of dearness allowance at the Government rate referred them to the Wages Board for an order from that Board as to whether the dearness allowance should be paid at a higher rate; he cited various provisions of the Wages Boards Ordinance and urged that it was not competent for this Court to order the Employers to pay dearness allowance at a rate other than the rate fixed for the payment of the special allowance by the Wages Board;
- (ii) The present demand by the Union was a disguised wage demand and it had been held in previous Industrial Court awards that an Industrial Court should not make *ad hoc* orders for the revision of wages. In this connection he strongly relied on the Award given in I. D. 49 and 50, which was a dispute between the Employers' Federation of Ceylon and the Tea, Rubber and Coconut and General Produce Workers' Union and the United Engineering Workers' Union. He argued that in that case the claim for revision of wages was rejected and the claim for the Government rate of dearness allowance was also rejected although the Court added 67 cents to the special allowance fixed by the Wages Board in order to give those workers the additional sum of Rs. 17.50 which was paid to workers under the Government in November, 1957.
- (iii) The Union has set out no reason in support of its demand other than the demand for parity with the Government rate and parity with the workers to whom the Collective Agreement, No. 1 of 1959, applied. He stressed that previous Industrial Courts had rejected the demand for dearness allowance based on grounds of parity and that this Court should follow the precedents already established and not attempt to lay down any other principles.

which would result in chaos in labour relations. He cited to us various decision given by the Labour Tribunals in India.

- (iv) If this Court grants the members of this Union their claim for dearness allowance at the Government rate there is bound to be a chain reaction and the employees of other Cinema Companies and individual proprietors will make a similar demand and thus disrupt the harmony now prevailing between employees and employers in the Cinema trade. He put in evidence a statement marked R. 12, which purports to give the number not only of employees working under the employers concerned in the present case and the Ceylon Theatres Limited, but also of those working in the Cinemas owned by other proprietors to which these big cinema employers hire films. According to this statement the number of employees on the staff of the Cinemas owned by the present employers and in those owned by Ceylon Theatres Limited who are paid according to the Wages Board is 791; of the staff employed at the head offices of these companies 41 are paid according to the Wages Board decision and 143 according to the Canekeratne Award (that is the Award in I. D. 1). The number of Cinemas owned by other proprietors is 258 in which there are 3,873 workers, all paid according to the Wages Board, and the grand total of the number of cinema workers paid according to the Wages Board is 4,664.

These figures were not accepted *in toto* by Mr. Shanmugathasan, who pointed out that according to the Report of the National Wage Policy Commission the total number of workers in the Cinema Trade is 2,261.

8. In the course of the inquiry before us Mr. S. J. Kadirgamar submitted a list of 12 issues (marked X) which he said would arise for our consideration in deciding on the demand in the present case. These issues are as follows:—

- (1) Can or should this Court award that Dearness Allowance be paid to these workers (i.e., at Government rates) in a manner different from the provisions of law in the Wages Boards Ordinance for the payment of cost of living allowance?
- (2) (a) Are the provisions in the Wages Boards Ordinance and/or the system of Wages Board decisions inadequate for the determination of the amount to be paid as cost of living allowance?
- (b) Can or should this Court award that these workers (out of the mass of workers to whom the Wages Boards Ordinance and decisions apply) should not have the Wages Boards Ordinance apply to them in regard to the question of cost of living allowance on any such ground as inadequacy of total wage, inadequacy of cost of living allowance, inadequacy of the provisions of law in the Wages Boards Ordinance, errors or mistakes by the Wages Boards, parity with Government servants, parity with workers to whom the Collective Agreement R. 10 applies, etc?
- (3) What are the circumstances in which workers in the Tea and Rubber Export Trade came to be paid under the Collective Agreement R. 10, Dearness Allowance at Government rates?
- (4) Are the workers in the Cinema trade entitled to receive Dearness allowance at Government rates merely because workers in the Tea and Rubber Export Trade are paid Dearness Allowance at Government rates?
- (5) Are the workers in the Private Sector such as those in the Cinema Trade—
 - (i) entitled to parity with workers in the public sector such as the Government in regard to Dearness Allowance;
 - (ii) entitled to receive an award of Dearness Allowance at Government rates merely because workers under Government receive these rates?
- (6) Are Government rates of Dearness Allowance paid—
 - (a) to all other workers in the Private Sector (excepting those to whom the Collective Agreement R. 10 applies).
 - (b) to other workers in the Cinema trade?
- (7) Are the workers concerned in this case in receipt of Wages and Dearness Allowance in accordance with the prevailing law and industrial practice, namely, the Wages Boards Ordinance and the Industrial Court Awards?
- (8) If the occasion arises for neutralising or compensating for an increase in the cost of living, is it to be done—
 - (a) by the appropriate Wages Board under the Wages Boards Ordinance, or
 - (b) by the Industrial Court awarding Government rates of Dearness Allowance?

(9) Are Government rates of Dearness Allowance to be granted to all the workers involved here in substitution for the method provided in the Wages Boards Ordinance merely because some clerks to whom the Wages Boards Ordinance applies may receive the Dearness Allowance at different rates at the discretion of the employers?

- (10) (i) Is the demand for Government rates of Dearness Allowance—
 - (a) really a wage demand, or
 - (b) a means whereby this Union is endeavouring to obtain a revision of wages?
- (ii) If so can or should the Court in considering this particular dispute referred to it by the Minister make an award which has the effect of revising wages?
- (11) (a) Do all the workers in the Cinema trade belong to this Union?
- (b) Do all the workers in the employment of Cinemas Ltd., Ceylon Entertainments Ltd., Liberty Cinemas Ltd., and New Imperial Talkies belong to this Union?
- (c) Do all the workers in Ceylon Theatres Ltd., belong to this Union?
- (d) Do any workers in the employment of Ceylon Theatres Ltd. belong to this Union?

(12) Demand for retrospective operation of Award.

9. Both sides agreed as to what the answers should be to several of these issues:—

Issue No. Answer.

- | | |
|--------|---|
| 6 (a) | No. |
| 6 (b) | Mr. Shanmugathasan said that the answer to this issue is that "some clerical employees who were in receipt of Wages Board rates originally were in receipt of Government rates of dearness allowance up to about two years ago, and during the last two years they were in receipt of a slightly higher rate by agreement." |
| 7 | Yes, in accordance with the Wages Board decision. |
| 11 (a) | No. |
| 11 (b) | Mr. Shanmugathasan said that the answer is "No, but the majority of the first three are". On a later date Mr. Shanmugathasan stated that there were 526 persons who were members of the union employed under the employers in the present case. |
| 11 (c) | No. |
| 11 (d) | Yes, a very small proportion. On a later date Mr. Shanmugathasan gave the actual figure as 29. |

There thus remain for our consideration issues Nos. 1 to 5, 8, 9, 10 and 12. No. 12 relates to the demand for retrospective operation of the Award.

10. Issues Nos. 1, 2 (a) and 2 (b).

Mr. Shanmugathasan informed us that he was not asking this Court for a decision that the method adopted by the Wages Board is wrong. He produced before us minutes of the meeting of the Wages Board for the Engineering Trade relating to the fixing of the Special Allowance. He also produced minutes of the meeting of the Wages Board for the Cinema Trade which followed the decision of the Board for the Engineering Trade regarding the fixing of the Special Allowance. According to these minutes the minimum wage was fixed at Rs. 1.24 when the cost of living index was 100. By the time these Boards later met the cost of living had risen up to 200 and therefore the representatives of the workers asked for the neutralising of the increased cost of living by the payment of another Rs. 1.24 as the special living allowance. This was objected to by the employers and a compromise was arrived at by the adoption of a suggestion by a nominated member that a sum of 52 cents be fixed as a special allowance. This meant that the rise in the cost of living was neutralised only by fifty per cent. Provision was made for adding a further three cents for every five points in the rise in the cost of living index. Mr. Shanmugathasan's argument therefore from what had transpired at the meetings of the Wages Board and from the figures quoted was that the method of fixing the special allowance based on the rise in the cost of living index was not wrong, but that the amount fixed by the Board to neutralise the rise in the cost of living was inadequate. He therefore said that all that he was asking this Court to order was that it should add something to the special allowance fixed by the Wages Board in order to neutralise more adequately the rise in the cost of living of the cinema employees. He said that this had already been done by previous Industrial Courts and was done even in I. D. 49 and 50, which was relied upon by Mr. Kadirgamar.

In the Award in that case it is stated as follows in paragraph 9—"The machinery established by law for the fixation of minimum wages by appropriate Wages Boards and the decisions made by such Boards cannot over-ride the jurisdiction of this

court to settle a dispute based on a demand for a fair wage. Any determination by this court of the fair wage payable by an employer in consideration, among other things, of his capacity to pay will not over-ride the decision of a Wages Board with regard to the minimum wage payable, which decision is often based upon the capacity of the least capable or marginal unit to pay the minimum wage so fixed."

11. Mr. S. J. Kadirgamar marked in evidence copies of the minutes of two meetings of the Wages Board for the Cinema Trade held on 4th December, 1957 (R. 8) and on 8th January, 1958 (R. 9) where Mr. Shanmugathasan's motion urging payment of special allowance at the Government rate to workers in the Cinema Trade was considered. This motion was introduced by Mr. Shanmugathasan after the Union had been informed by the employers in this dispute by letter of 16th October, 1957, (P. 2) that their demand for payment of dearness allowance at the Government rate should be made to the Wages Board. The memorandum which was submitted by Mr. Shanmugathasan on the subject, dated 20th November, 1957, was also produced, marked R. 8A. According to these minutes in the discussion that followed upon Mr. Shanmugathasan's motion the Chairman suggested that this motion be deferred in view of the fact that the same question had been discussed by the Wages Board for the Engineering Trade which had also deferred the matter for consideration at a later date. This was agreed to and the motion came up again for consideration at the meeting of the Wages Board held on 8th January, 1958. On that occasion the Chairman stated that the same question had been discussed by the Wages Board for the Engineering Trade as well as by that for the Printing Trade and apparently suggested that the Wages Board for the Cinema Trade fall in line with the decision of the other two Wages Boards. Mr. Shanmugathasan and Mr. Mendis representing the workers were not agreeable to accepting the rates of increase adopted by the other Wages Boards and requested the Board to consider higher rates. An amendment was then moved by Mr. A. F. J. Mullins, who represented the employers, and was seconded by Mr. P. C. S. Fernando, who also represented the employers, that the rate of special allowance of all workers in the Cinema Trade be increased by Rs. 7.80 per month. This works out at thirty cents per working day. The amended motion was put to the vote and carried. There is no mention made in the minutes which have been produced as to the principle on which the figure of Rs. 7.80 was determined, nor have we in the course of the arguments been given any indication of any principles on which the Wages Board acted. According to Mr. Shanmugathasan it was again a compromise. We think we can legitimately infer from the fact that an increase of Rs. 7.80 a month in the special allowance was granted by the Wages Board that the Board must have realised that the special allowance which was paid in accordance with its earlier decision was inadequate to neutralise the increase in the cost of living, and also that in granting such a small increase as thirty cents per working day the Board must have taken into consideration that the marginal employer in the Cinema Trade was probably not in a position to pay anything more.

12. Having had the advantage of reading the minutes of the meetings of the Wages Boards for the Engineering and Cinema Trades where the fixing of the minimum wage and special allowances was considered, we would state that we are in entire agreement with the views expressed in the passage from the Award in I. D. 49 and 50 which we have quoted in paragraph 10 above. In that award the Court added a sum of 67 cents a day to the special allowance payable to the workers concerned as fixed by the Wages Board. Mr. Kadirgamar in his argument admitted that it had been quite in order for the Industrial Court to do this. In view of the fact that in the present case (a) the Union is not asking this Court to "award that dearness allowance should be paid to these workers (i.e. at Government rates) in a manner different from the provisions of law in the Wages Boards Ordinance for the payment of cost of living allowance", and (b) Mr. Shanmugathasan definitely stated that he was not basing his claim "on any such ground of inadequacy of total wage, inadequacy of the provisions of law in the Wages Boards Ordinance, errors or mistakes by the Wages Board, parity with Government Servants, parity with workers to whom the Collective Agreement (R. 10) applies", we do not think that it is necessary for us to give a decision on issues Nos. 1, 2 (a) and 2 (b). The claim based on "inadequacy of cost of living allowance" we shall deal with in considering issue No. 9.

13. Mr. Kadirgamar cited to us various authorities which we have considered carefully. While we agree with these authorities that a cent per cent neutralisation of the rise in the cost of living should not be ordered, we can find nothing in them to preclude an Industrial Court from granting relief in appropriate cases by the addition of some amount to the special allowance fixed by the Wages Board in order to neutralise a rise in the cost of living where the employers are in a position to pay the enhanced amount. We would like however to refer to one case, that of British Insulated Callenders Cables Limited, Bombay, vs. Their Workmen (1949—I. C. R. 909). In this case the employers demanded that the dearness allowance be fixed at the rate paid in Government and Municipal offices which was lower than the rate paid to employees of private concerns. In

rejecting this demand the Court stated as follows: "The rate of dearness allowance in Government and Municipal offices has undoubtedly been lower as compared to the rate in private concerns, but there seem to be special reasons for it. Government and Municipalities are not run from a profit motive, and the sense of security which their employees feel and the retiring benefits and other amenities which they enjoy are not at all available to employees of private concerns. Moreover, private employers should not assume that the rate at which Government has been paying dearness allowance to their employees is adequate and, therefore, the standard for adoption merely because Government employees have been complacently accepting it—particularly those in the lower income groups—on motives of loyalty." In this country the rate of dearness allowance paid by Government is somewhat less than that paid by the big mercantile establishments which base their allowance on the Colombo Consumer Index without any freezing of the allowance as at a particular date as Government has done, but in the case of the special allowance fixed by the Wages Board the rate is less than the Government rate. Mr. Shanmugathasan stated that the Union was demanding payment at the Government rate because it had been arrived at on some scientific basis whereas the Wages Board rate was more or less a compromise. There are precedents, he said, to be followed in the awards of Industrial Courts in this country, namely, the award in I. D. 49 and 50 where the Court added a sum of 67 cents per working day to the dearness allowance fixed by the Wages Board, and the award in I. D. 256, the Indian Hume Pipe Company case, where the Court in the circumstances of that case ordered the employer to pay dearness allowance as fixed by Government. Where the workmen and the employers have come to an agreement on this matter the Court has endorsed it as in I. D. 49 and 50, where the Collective Agreement No. 1 of 1959, was incorporated in an award, and also in I. D. 272, the Richard Peiris and Co. case.

14. Issue 3

It is not necessary for us in this case to go into the circumstances in which the Collective Agreement (R. 10) was entered into. That was the result of an agreement between the employers and the workers in the Tea and Rubber Export Trade and in the Engineering Trade by which certain demands made by the workers were dropped and as a compromise the employers agreed to pay dearness allowance at Government rates as has been pointed out in the award in I. D. 803.

Issue 4

The answer to this issue is clearly "No", because we are not prepared to hold that workers in the Cinema Trade are entitled to dearness allowance at the Government rate merely because workers in the Tea and Rubber Export Trade are paid dearness allowance at that rate in accordance with the Collective Agreement (R. 10). Moreover, in the present case we are not dealing with the workers of the entire Cinema Trade but only with those workers of that trade who are employed under the employers who are parties to this dispute.

Issue 5

The answers to issues 5 (i) and 5 (ii) are also in the negative for the reasons stated under Issue 4 above.

Issue 8

This issue is phrased in general terms and is in effect a repetition of issue 1 which has already been dealt with. We do not think it necessary for this Court to answer it.

Issues 10 (i) (a) and (b)

We are not prepared to hold that the demand for dearness allowance at the Government rate is, in this case, really a wage demand and that it is a means whereby this Union is trying to obtain a revision of wages.

Issue 10 (ii)

This therefore does not arise.

15. Issue 9

In considering this issue we propose to deal with the submission made by Mr. Shanmugathasan that the employers have unfairly discriminated against the employees working in their theatres, in that they are paying them the special allowance that is fixed by the Wages Board, but are paying the clerical workers who work in the head offices dearness allowance based on the Colombo Consumer Index, which allowance is being paid to clerks in the Mercantile firms. Mr. Kadirgamar stated that the claim for dearness allowance at the Government rate was based on the principle that all workers "under the same roof"

should be treated alike in respect of their dearness allowance, and that this Court had already, in its Award in I. D. 303, rejected a claim by lorry drivers for payment of dearness allowance, at the Government rate, which claim was founded on the circumstance that as the lorry drivers work "under the same roof" as the workers in the Tea and Rubber Export firms and the Engineering firms who had agreed to pay those workers dearness allowance at the Government rate by the Collective Agreement No. 1 of 1959, the lorry drivers employed in those firms should also be paid at the Government rate. Mr. Shanmugathasan stated that he was not basing the claim in the present case on that principle, but on the ground that it was unfair for the same employers to discriminate between the employees who were working in the Cinema theatres and those working in the head offices who are all governed by the same Wages Board.

We are of opinion that the decision in I. D. 303 does not apply to the facts in the present case. In that case it transpired that the lorry drivers were being paid their wages and special allowance as determined by the Wages Board for the workers engaged in the Motor Transport Trade, whereas the workers who benefited by the Collective Agreement No. 1 of 1959, were paid according to the decisions of the Wages Board for the workers in the Tea and Rubber Export firms and in the Engineering firms. It was further proved in that case that the total wages earned by the lorry drivers were very much higher than the wages earned by the workers in the Tea and Rubber Export firms and in the Engineering firms. It also transpired that the lorry drivers made their claim for payment of dearness allowance according to the Government rate only after the Collective Agreement had been signed. They therefore had to rely on the so-called principle of "workers under the same roof" to support their claim.

16. According to the document R. 12, which was put in evidence by Mr. Kadirgamar, 19 workers at the head office of Cinemas Limited are paid according to the Wages Board, and 47 "according to the Canekeratne Award". It transpired that the 47 workers were clerks, and the 19 workers were peons, watchers and drivers. The corresponding figures for those employed at the head office of Ceylon Entertainments Limited are 2 paid according to the Wages Board, 13 according to the Canekeratne Award, and for Liberty Cinemas Limited 8 according to the Canekeratne Award.

Mr. Shanmugathasan pointed out that although it is stated in R. 12 that the clerical workers in the head offices are paid in accordance with the Canekeratne Award, it is not so in fact, and he marked a document (P. 25) which gives the basic wages and dearness allowance paid to the employees both at the theatres and at the head offices, this list having been supplied to the Union by Ceylon Entertainments Limited and Liberty Cinemas Limited. Item No. 13 in this document gives the rates paid to the office staff, who are classified into three grades, and to the minor staff. The dearness allowance paid to the workers at the head office is in accordance with the Mercantile scale. With regard to the basic salary scale paid to the clerical staff as stated in this item 13, we find that Mr. Shanmugathasan was correct when he stated that that scale was not in accordance with the Canekeratne Award. Clerks in Grade III (the last grade) which corresponds to Grade I in the Canekeratne Award, are paid Rs. 50 rising up to Rs. 125 by increments of Rs. 2.50, Rs. 5 and Rs. 7.50. This was the scale existing for that grade of clerks prior to the Canekeratne Award; and, even so, the maximum of the earlier scale was Rs. 150 and the increments were also slightly higher. With regard to clerks in Grades I and II the employers have given some slight increases over the scales previously prevailing, but have not brought them into line with the Canekeratne Award. According to that Award the salary scales fixed by it were not applicable to workers in the Cinema Trade.

Mr. Shanmugathasan further pointed out that prior to the Canekeratne Award, workers both at the theatres and at the head offices were paid according to the Wages Board decisions; but after that Award was made the employers gave certain grades of their clerical staff working in the head offices some increase in their basic pay and began to pay them dearness allowance in accordance with the Mercantile scale, while they continued to pay their minor staff at the head offices and the entire theatre staff according to the decisions of the Wages Board. With reference to the adjustment of the salaries and to the rate of dearness allowance paid to the clerks at the head offices Mr. Kadirgamar stated as follows: "We believe in uniformity; it is our desire for uniformity, and it is our respect for uniformity which made us put the head office clerks as C. M. U. clerks—the practice which Industrial Courts approved. We do not want to wait for an industrial dispute and argue that our clerks should be put on the same rates as the C. M. U. The moment the Canekeratne Award was written we fell into line in order to prevent any disharmony." As we have already stated, the employers did not in fact bring their clerks at the head office into line with the salary scales fixed by the Canekeratne Award. In addition to the slight adjustment to the salary scale in the two grades to which we have already referred, the employers began to pay employees in the head office dearness

allowance at the Mercantile rate although the Canekeratne Award did not deal with the question of the payment of dearness allowance.

The reason given by Mr. Kadirgamar as to why the employers decided to treat the employees at the head office on a different footing although the Wages Board decisions still continued to apply to them was that the "head office was a regular office which functioned from 9 a.m. to 4.30 p.m. while the theatre work operated at different hours and that for a good part of the day it was closed." We are unable to see any substance in this reason because, although the theatre staff may not have to keep the usual office hours, it is well known that cinema shows continue till almost midnight, and those who have to work at the theatres would sometimes have to work late into the night, and consequently have to face additional expense and inconvenience with regard to their meals and transport. It appears to us, therefore, that the employers by increasing the salaries and allowances of their head office staff only, after the Canekeratne Award came into operation, have totally failed in their object of preventing "any disharmony". Presumably, the only reason why the employers decided to pay their staff employed at the head office dearness allowance at the Mercantile rate was that they felt that the special allowance hitherto paid to them, in accordance with the Wages Board decision, was insufficient. We feel that the same reason would apply equally to the staff employed in the theatres and they would therefore have a just grievance as they did not receive any increase in their dearness allowance. As the employers have not pleaded incapacity to pay those workers dearness allowance at the higher rate, we think that there should be an increase in the dearness allowance paid to the theatre staff as well.

17. Mr. Shanmugathasan produced in evidence a document, marked P 24A, giving the Wages Board rates for the basic wage and special allowance as at January, 1951, for the workers at the theatres including the clerical staff, and showing against them the figures based on the request of the Union. We append this document as a schedule to our Award. According to this statement, the basic wage as fixed by the Wages Board remains unaltered on both sides. The only increase asked for by the Union is for dearness allowance at the Government rate, this allowance being the amount payable to those drawing the initial salaries in the various categories and grades of the employees before us in the present case. If these employees are paid this increased dearness allowance the total wage each will get per month in the lowest grade will be Rs. 112.80. The workers in the Tea and Rubber Export Trade in the same grade would have got a monthly salary of Rs. 115.70 each in accordance with the Award in I. D. 49 and 50, and a worker in the same grade employed by the Banks would get Rs. 133.56 per month in accordance with the Award relating to Bank employees given in I. D. 306 (vide document marked P. 30).

We consider that the demand of the Union for the payment of an increased dearness allowance in accordance with the document P 24A is an eminently reasonable one. We therefore order that the employees who work in the theatres belonging to the employers concerned in this dispute who are now paid the special allowance in accordance with the Wages Board decision should be paid dearness allowance on the basis of the claim of the Union as stated in the Schedule attached to this Award. As dearness allowance paid by the Government is based on a frozen cost of living index, the allowance claimed by the Union in P 24A will be the same each month. In the event of any change or variation in the Government rate the same provisions as have been set out in clause (4) of the Collective Agreement No. 1 of 1959, will become applicable to this Award as well.

18. Issue 12

This issue relates to the demand for retrospective operation of our Award. The Union has asked in its statement that we should order the employers to pay the higher rate of dearness allowance as from 1st May, 1959. We are not inclined to impose such a financial burden on the employers and accordingly order that the increased dearness allowance should be paid with effect from 1st January, 1962—the date on which the Minister referred this dispute to this Court being the 31st December, 1961. The arrears due should be paid on or before 31st December, 1962.

In arriving at our decision we have taken into consideration the special circumstances relating to the employees working in the Cinemas owned by the employers who are parties to the present dispute. We therefore wish to make it clear that this Award is not to be considered applicable to all employees in the Cinema Trade.

S. J. C. SCHOKMAN,
President.

S. A. WIJAYATHAKE,
Member.

S. C. S. DE SILVA,
Member.

Colombo, 10th October, 1962.

SCHEDULE

P. 24A.

WITHIN MUNICIPAL LIMITS

Category	Wages Board Rates at January, 1961				Request of Union												
	Basic Wage		Special Allowance		Basic Wage		D. A. at Govt. Rate										
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.									
Unskilled ..	36	50	+	53	44	=	89	94	..	36	50	+	76	30	=	112	80
Semi-skilled ..	43	0	+	56	04	=	99	04	..	43	0	+	79	62	=	122	62
Skilled II ..	55	0	+	57	86	=	112	86	..	55	0	+	89	70	=	144	70
Skilled I ..	66	0	+	57	86	=	123	86	..	66	0	+	97	68	=	163	68
<i>Clerical</i>																	
Grade III ..	50	0	+	53	0	=	103	0	..	50	0	+	85	50	=	135	50
Grade II ..	55	0	+	56	0	=	111	0	..	55	0	+	89	70	=	144	70
Grade I ..	110	0	+	61	0	=	171	0	..	110	0	+	119	10	=	229	10

10-1084

No. C/I. 115.

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 Times Sevaka Sangamaya and The Times of Ceylon Limited, Colombo, was referred by Order dated May 5, 1961, 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. 12,452 dated May 19, 1961, 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, 20th October, 1962.

C/I. 115.

In the Matter of an Industrial Dispute
between

The Times Sevaka Sangamaya,
c/o The Times of Ceylon Ltd.,
Colombo 1

and

The Times of Ceylon Ltd.,
Colombo 1.

The Award

This is an award under section 17 of the Industrial Disputes Act (Cap. 131), as amended by the Industrial Disputes (Amendment) Acts, No. 14 and No. 62 of 1957, and No. 4 of 1962. It relates to an industrial dispute between the Times Sevaka Sangamaya, c/o The Times of Ceylon Ltd., Colombo 1 (hereinafter referred to as the "Union") and The Times of Ceylon Limited, Colombo 1 (hereinafter referred to as the "Company").

The Honourable The Acting Minister of Labour and Nationalised Services, by his Order made under section 4 (1) of the aforesaid Act, referred this dispute to me for settlement by arbitration. The matter in dispute between The Times Sevaka Sangamaya and The Times of Ceylon as set out by the Acting Commissioner of Labour in his statement dated 25.4.61, is whether the non-employment of Mr. K. Landsberger is justified and to what relief he is entitled.

2. According to the statement of the Union Mr. Landsberger had been in the employment of The Times of Ceylon Ltd., from 1933. He was sent on compulsory leave on 14.3.60, and charges were framed against him on 31.5.60. Mr. Landsberger showed cause in writing but continued to be on compulsory leave. On 19.12.60, notice was served on him terminating his services and he was paid three months salary. No inquiry had been held. The Union claimed that the termination of Mr. Landsberger's services is unjustified and asked that he be reinstated with back wages and such other relief as are deemed meet.

3. According to the statement of the Company Mr. Landsberger's services were discontinued because he was unco-operative with the management and irresponsible in his work and as the Company had lost confidence in him. The Company claimed its right of termination bona fide and that such termination was merited and justified.

4. At the inquiry before me Mr. Advocate S. P. Amarasingam instructed by Mr. G. A. Nissanka appeared for the Union and Mr. Advocate C. Weeramantry instructed by Messrs. Julius and Creasy appeared for the Company.

5. The inquiry began on the 4th July, 1961. There were hearings. The volume of evidence was so large that the record grew to 691 pages and there were as many as 139 documentary productions.

At the outset Mr. Amarasingam briefly outlining the Union's position said that though a charge sheet had been served on Mr. Landsberger containing five charges to which Mr. Landsberger had given his answers within the prescribed time and also further explanations which were called for, the letter terminating his services was sent several months after and gave no reasons for such termination. He therefore urged that it was on the Company to lead evidence to justify its action. Mr. Weeramantry replied that 'he who alleges must prove' and therefore it was the Union who must begin the case. He denied that Mr. Landsberger was unaware of the circumstances that brought about the termination of his services. At this stage I decided that for the sake of convenience in the investigation the Company should begin the case and accordingly I asked Mr. Weeramantry to lead such evidence as he wished to lead.

6. Early in this inquiry and in his cross examination of witnesses Mr. Amarasingam referred to the fact that there had been no inquiry before the termination of Mr. Landsberger's employment. He pointed out that in the answer to the charges on the charge sheet Mr. Landsberger had specifically stated that he was prepared to stand an inquiry by an independent and impartial body and that this request had not been granted yet. Mr. Weeramantry drew attention to the words "independent and impartial" by which description Mr. Landsberger could not have meant a domestic inquiry. Later he pointed out that in A. I Mr. Landsberger himself had explained what he had asked for which was an industrial court.

7. Mr. Weeramantry led evidence in support of the five charges in the charge sheet served on Mr. Landsberger and some other and additional charges. I will take first the five charges in the charge sheet:

The first was a charge of incompetence and negligence in the summary dismissal of Zubair. In his answer (R. 32) Mr. Landsberger justified such dismissal on the ground that Zubair had failed to keep his contract and stated further that in fact the Company by supporting him at the inquiry by the Labour Tribunal had justified his action. The Labour Tribunal had found the dismissal unjustifiable but that decision had subsequently been reversed in appeal on a point of law. At the inquiry before me Mr. Landsberger spoke to having terminated Zubair's contract without asking for explanation "in view of his past record" and that Zubair had "absented himself over and over again". Zubair himself gave evidence. It was direct and clear. His statement that he did tell Mr. Landsberger the reason for his absence, which was that his wife had delivered a child that morning, that he handed to Mr. Landsberger a certificate from the midwife and that he had never before absented himself without permission were not challenged in cross examination. Mr. Landsberger's not giving Zubair a hearing was very callous and the whole incident displayed incompetence and the lack of a sense of responsibility. At the labour inquiry the Company was the respondent as Mr. Landsberger was its agent. The result of that inquiry brought some discredit to the Company has been led to the contrary.

8. The charge of negligence and disloyalty in that Mr. Landsberger had not consulted the management and obtained authority to dismiss Zubair cannot be sustained. Mr. Landsberger claims to have the right to appoint and dismiss contractors. No evidence has been led to the contrary.

The second charge against Mr. Landsberger was that he allowed agents' accounts to get out of hand by giving them credit, in some cases many times their deposit, thereby making it difficult to collect arrears and causing anxiety and concern to the company. In his answer Mr. Landsberger pointed out that the practice of giving agents credit in excess of their deposits existed for over 12 years and that he merely followed the procedure in existence. Mr. Amarasingam questioned Mr. Harper regarding the extent to which the Circulation Manager was responsible in the matter of Agents' Accounts and the recovery of outstanding sums. Was this not the duty of the Accounts Department? The answer came from Mr. Harper and was later repeated by Mr. Haniffa. If arrears got behind by about two months the accounts department would point out to the Circulation Department and from there onward it was up to the Circulation Department to keep an eye and take appropriate action. The action

to be taken to prevent the accumulation of agents' arrears was either the collection of outstanding sums or the stoppage of supplies of paper. As regards the latter way there was no question that the Circulation Manager alone could do so. In regard to the collection of arrears Mr. Landsberger accepted the general position that the Circulation Manager was responsible. Such acceptance was clear both in his answer to the charge sheet (R. 32) and also in A. 11 to which he referred in his further answers (R. 34) claiming that between 1.7.59 and 31.12.59 he had reduced agents' outstanding accounts by as much as Rs. 80,000, nearly. Mr. Amarasingam took the position that the question of arrears came over to Mr. Landsberger only in July, 1959, from the Public Relations Officer. Evidence on this point came from Mr. Felix Goonewardena who said that there had been a Public Relations Officer for a short period from 1958, appointed "probably to promote sales" and "because it was felt that he would be a kind of assistance to the circulation department." According to him this officer had to go round checking agents and appointing new agents. Mr. Landsberger made out in R. 32 that this officer had been made responsible for collecting Agents' accounts and that the work came over to him only in July, 1959, when the officer left. Mr. Weeramanthy took the position that the Public Relations Officer was an officer in the Circulation Department and that he was junior to the Circulation Manager. Whatever that be the Public Relations Officer worked only for a little over a year. Mr. Goonewardena said he was appointed some time in 1958, and Mr. Landsberger stated in A. 11 that the work of the Public Relations Officer was passed back to him as from 1.7.60. He said in A. 11 that it was "passed back" and therefore he admitted that he himself had been in charge prior to the appointment of a Public Relations Officer. That would be the time when he allowed the old practice of giving agents credit in excess of their deposits. When A. 11 was produced Mr. Weeramanthy questioned its authenticity and said that the Company did not have the original of this minute in their file. Mr. Harper denied any knowledge of its existence or knowledge of the statements it carried. This minute was dated 11.2.60. In it Mr. Landsberger claimed that between 1.7.59 and 31.12.59, he had reduced agents' outstanding from Rs. 117,327.84 to Rs. 37,394.78. It is important to see that this would be magnificent work and that if Mr. Landsberger really did do the work claimed in A. 11 then did he stop at the point when outstandings were reduced to Rs. 37,394.78 and thereafter allow them to increase? That would not be consistent with his activity implied in A. 11. Or was it that this accumulation of outstandings shown in R. 1 took place after March 14th, 1961, that is between March 14th and April 30th? At April 30th the outstandings amounted to Rs. 90,128.71 according to R. 1 which sum is more than Rs. 50,000 above what Mr. Landsberger says was the figure at 31.12.60. I am driven to the conclusion that figures given in A. 11 are fictitious, and that no reliance can be placed on this minute. On 2.2.61 Mr. Landsberger wrote R. 5 to Mr. Harper:—

"As instructed by you I am sending the Inspectors to see all Agents who are already two months in arrears. The Inspectors have been told to collect payment or arrange for new agents. They will collect the usual minimum deposit to cover one and a half months supplies...."

This note does not read at all like the note of a man who had done the work which A. 11 implies he had done. There too what was the need for Mr. Harper to issue the instructions referred to in A. 5? Mr. Harper answered this in his evidence when he said that he found the outstanding sums were increasing. Such a state of affairs would be consistent with his action in issuing detailed instructions as referred to in R. 5. As Circulation Manager it was Mr. Landsberger's duty to collect arrears or stop supplies. He did neither. The result was that Agents accumulated arrears which grew large. At 30.4.61 the outstandings of some of the agents were Rs. 4,106.15, Rs. 3,653.29, Rs. 2,536.28 and Rs. 1,931.18 while their deposits were Rs. 1,500, Rs. 250, Rs. 250 and Rs. 196 respectively. R. 5 is very much a confession of guilt. Mr. Landsberger had failed in his duty. His negligence was all the more harmful to the Company because it was in a bad way at this time having incurred serious losses during the two previous years.

9. The third charge was that of negligence and non-co-operation. Mr. Landsberger was accused of not establishing liaison with the editorial department and not attending the daily editorial conferences. The importance of the Circulation Department establishing liaison with the Editorial Department and the Circulation Manager attending the daily editorial conferences was spoken to by Mr. Felix Goonewardena. Mr. Landsberger himself in cross examination agreed that at such conferences news for the day was discussed and also any scoop there may be: that as Circulation Manager it was necessary for him to keep abreast of the news that was being published and news that would be published; that information on these matters would help him in his work; that for instance if he knew that there was going to be a very important scoop in a day or two he would prepare posters to boost circulation; that prior knowledge of news that was going to be published would enable him to take timely steps to promote circulation. But what did he do? He said that he did attend the daily editorial conferences at first but was unable to continue to attend them on account of pressure of departmental work. That was in answer to the charge. In answer to Mr. Weeramanthy he said "at a certain stage it was a regular practice for the Circulation Manager to attend editorial conferences". He also said at different times "when it was

necessary I have attended". "I attended whenever possible: when I was not able to I sent my assistant; when I was unable to attend my assistant went and later after I stopped going due to pressure of work we organized it in such a way that the information should be passed on to us". According to him his presence at the conference "was not essential if they passed on the information" to him. And, "so after a few months" owing to pressure of work "he did not show up at the conferences. He was aware that the conference was not for the benefit of the circulation department alone. He knew that that the Circulation Manager had a contribution to make for the benefit of the editorial section. In cross examination he admitted that the circulation department through its agents had more direct access to the reading public than the editorial department; that the editorial department relied on the circulation department, though not completely, to give it information about readers' reactions; that the editorial section would expect the Circulation Section to supply the information.

In spite of all this knowledge regarding the purpose of these conferences he found no time to attend the meetings at which he could supply the editorial department with what it so much desired to have in order to render their daily work more efficient. The information he gathered from his many agents, he said, was sent to the Director "who was acting as mudman." Mr. Weeramanthy asked him in what form he passed it to the Director. His answer was "when letters were sent in we sent them up." Obviously Mr. Landsberger did not make any effort to obtain the day to day information which the editorial department should normally have been provided with by the Circulation Department. Referring to the short time during which he attended editorial conferences he said "We listened to what they had to say about news coming for the next day. I contributed nothing but I obtained information from them." Complete non-co-operation! He refused deliberately to establish liaison with the editorial department, to give it the kind of co-operation that the interests of the Company demanded. He stands convicted by his own evidence.

10. The fourth in the original list of charges brought against Mr. Landsberger was that of disloyalty in that he did not scotch certain malicious and unfounded rumours brought to his notice. This has reference to a minute Mr. Landsberger put up to Mr. Harper dated 12th February, 1960, where he stated "everyone of them had questions to ask which I tried to answer to the best of my ability even though I am not officially aware whether they are true or not." It seems to me that Mr. Landsberger expected the management to give him a list of possible false rumours which he should deny. Rather should it not have been his position that since, as head of a department, he was not aware that this rumour about the Company was true, it must be false. He was not officially aware, Mr. Landsberger said. But he admitted in cross examination that he had asked Mr. Felix Goonewardena who gave him a denial of the truth of the rumour and he admitted also that there was no higher authority than Mr. Goonewardena who was in charge of the whole establishment. So then he had been made officially aware. Then he said "I was not prepared to put it in writing as the firm had not given it to me in writing." He could not think he said, why he had not asked for it in writing. A newspaper company meets the public through its circulation manager—therefore it was important that Mr. Landsberger should have acquainted himself of the true position and dealt with the rumour firmly. In fact, the information that Mr. Landsberger had was sufficient for him to deny the rumour stoutly and to scotch it. His refusal to do so was a betrayal of his position as the Company's Circulation Manager. The whole course of his conduct in this matter was not in consonance with his duties as Circulation Manager or with an attitude of loyalty to the Company.

In the charge sheet there was next a charge which arose from a complaint made by one Mr. Wijewickreme about a remark alleged to have been made by Mr. Landsberger at the District Court. This Mr. Wijewickreme did not appear at the inquiry to support his story. This charge must fail.

11. The fifth charge against Mr. Landsberger was that he had been stupid and incompetent. Four instances were quoted. One was his suggestion on credit to judges. Regarding this minute Mr. Landsberger said in answer to Mr. Weeramanthy that it was made in all seriousness for the General Manager to give him a ruling on it. He also said that it was meant to apply to judges "who got papers for a short while when they were on circuit somewhere" and again he said "normally a judge is a regular subscriber but this is an odd subscriber." Later he admitted that this judge had been a subscriber continuously from October, 1949, and was still a subscriber at the time of his minute. Both in his original answer R. 32 and at his cross examination, Mr. Landsberger took up the position that he could not say more about what this minute meant without looking at the correspondence to which it was attached. I cannot see how the meaning could be any other than that conveyed by the words used and how correspondence attached to it could alter its meaning. It is a complete document by itself, written in Mr. Landsberger's own hand on the back of a printed, agents' label. He admitted that he wrote it in connection with the very small arrears of the account of a certain Supreme Court judge. I cannot believe that he failed to grasp the full meaning of his words. I must hold that Mr. Landsberger meant to convey by this minute nothing less than what a normal

person understands by it. It was made in all seriousness, he said. It was foolish and irresponsible suggestion to make to his General Manager that no judges be given credit because one judge's account happened to be in arrears by a sum of Rs. 3.48.

12. There was next the instance of his letter to Mr. Subasinghe. Mr. Haniffa made the discovery that this subscriber had paid for the Sunday Times only but had been supplied with the daily Times as well. Mr. Herath to whom he reported the irregularity drew the Circulation Manager's attention to it suggesting at the same time that there might still be a chance of obtaining payment. Mr. Landsberger's letter to Mr. Subasinghe was on the basis that Mr. Subasinghe was in arrears with his subscription to the daily Times, regarding this letter Mr. Herath reported that it was rude and that the approach to the customer was wrong considering that the error had been committed by the Circulation Department and not by the subscriber. Mr. Landsberger did not dispute the facts of the matter but denied that the letter was rude. I enquire Mr. Herath's view in that the letter implied that payment was due by Mr. Subasinghe it was discourteous. Mr. Landsberger should have known that such a letter was more likely to lose the Company a subscriber than to get the money he claimed, if he could not see that the letter was rude and likely to bring discredit to the Company he must be considered unfit to be its agent.

13. The next instance concerned the recommendation made by Mr. Landsberger to Mr. Harper that the printing of agents' labels be done by an outside printer. At this inquiry he gave as his reason that he believed that the cost of getting this work done outside would be less than the charge which his department was debited with by the Printing Department. He knew that the charge so debited was more than the actual cost to the company, but since he found that outside prices were lower than the internal charge he recommended the printing to be given to outside printers. Mr. Landsberger knew that the cost debited to his department was only a book entry which so far as the company's accounts were concerned cancelled out with the corresponding item of income of the printing department. He was in fact suggesting that the Printing Department should earn nothing on the printing of his labels and that the company should incur expenditure by giving the printing to an outside printer and lose money by keeping its own press idle for the duration of the printing of the labels. There is an element of disloyalty in a suggestion such as this besides its being foolish when it comes from an agent and the head of a department.

14. As regards the charge of stopping Mr. Ehamperam's paper this gentleman giving evidence at the inquiry said that he had been a subscriber who prepaid his subscription on a quarterly basis. Prepayment however had not been made on for the first quarter 1960. His paper had therefore been stopped on 21st January. He did not deny that two reminders and a final letter had been sent out to him. At this time Mr. Landsberger was being urged to tighten up matters in his department especially as regards credit. He had acted in this instance as he was normally expected to act. There was no response to the reminders sent to the subscriber. What else should be expected to do but to stop the paper. This action, I hold, was right.

15. I have so far dealt with the charges framed against Mr. Landsberger to which he had already answered. More charges were made against him at the inquiry and more instances were produced in support of the charges already made. There were several long adjournments during the inquiry which gave Mr. Landsberger ample opportunity to prepare his answers to these charges. I will deal with only the more important and the more relevant of them. One of the added charges was that Mr. Landsberger showed slackness and indifference in the general discharge of his responsibilities as Circulation Manager:—That for instance he failed to see that a check of the galley against the cards and such other checks were carried out periodically. Here we had the evidence of one of Mr. Landsberger's witnesses Mr. Maurice that only one check of the galley and cards had been carried out during the period when Mr. Landsberger was Circulation Manager and that this single check was carried out about a month before his departure on compulsory leave. It is evident that several of the long standing errors which Mr. Haniffa discovered would have been detected earlier and adjustment made if periodic checks had been applied. One such case was the disagreement between the card and the galley connected with the supply of papers to Mr. Subasinghe. The old card was missing also and it was not possible to know how far back the extra supply of papers to this subscriber had started.

16. There was also the case of Mr. A. Nadaraja where a discrepancy between the galley and the card was detected by Mr. Haniffa. In this case the company sustained a loss of the cost of the Sunday paper from 1.6.59 to 4.2.60. A quarterly check would have reduced the loss to less than half. There were other errors detected by the internal audit in his surprise checks; Holy Cross College, Trincomalee, had its supply commenced on 24.7.53, and stopped on 13.2.60. The account card was missing (R. 91); the mail edition to an overseas subscriber had been sent by air instead of sea mail as paid for owing to an erroneous entry made on 25.6.58. This was not detected till June, 1960 (R. 88); in the case of another overseas subscriber the payment card was missing (R. 88); in yet another case the galley did not agree with the card (R. 93); Mr. Landsberger's

position was that he did not have sufficient staff for making checks. Mr. Muller one of his witnesses however agreed that a person could check a couple of hundred galley's against their cards in one day. That Mr. Weeramantry pointed out would mean that the galley's and cards of the 1,500 subscribers could be checked in three days if all three clerks doing subscribers work were put on the job. Mr. Landsberger did in fact carry out one check. That check must have been made after 9.2.60 for on that day Mr. Haniffa detected the discrepancy between Mr. Subasinghe's card and the galley. Under pressure therefore Mr. Landsberger found it possible for his clerks to carry out a check. Mr. Amarasingam took the position that checking galley's and cards was the responsibility of the Internal Audit, it was clear from the evidence that the Internal Audit did do surprise checks. That would be to make sure that those responsible for the work did do it carefully, accurately and methodically. It is common knowledge that persons who maintain books, records, etc., are expected to maintain them accurately. Checks to verify accuracy would be their business to apply. When it came to the question of competition coupons in papers returned by Agents Mr. Landsberger said "I did not particularly carry out a check in regard to crossword coupons". It had not occurred to him that coupons might have been cut out from these papers and he had not thought of making even an occasional check. With regard to the incident referred to by Mr. Weeramantry when 593 copies of the Lankadipa were not accepted by the agent on account of late delivery, accidents do happen in the best ordered organisations and an error here or there has to be allowed for occasionally. In the case, however, of Amaratuunge the dates are important. His agency was stopped in April, 1955. Payment by voucher dated 16.5.57, was said to be for the period March, 1951 to October, 1953; Mr. Landsberger's explanation written on the back of the voucher bears date 22/5 meaning undoubtedly 22.5.57. Mr. Herath reported to the Director on 23.5.57; Director sanctioned the payment on 24.5.57. As the Director gave his sanction while the incident was still fresh I must assume that he was satisfied that payment was due to Amaratuunge. The incident however shows Mr. Landsberger's bad administration both in his failure to make payment when it was due and also in his failure to supply the correspondence showing that the payment was due and proper.

17. In the matter of the Dettol contest, Mr. Gupta who was the representative of the Dettol people complained about the way in which the sales department was handling the contest. He wrote that in an extensive tour of the country he had found that no use was being made of posters; that he supplied these at no cost to the company and yet only 200 posters had been asked for. Obviously it was Mr. Landsberger who had decided on obtaining only 200 posters. Mr. Daniel's evidence showed that the decision had to be the Circulation Managers. Mr. Landsberger however said at first that the Directors had made the decision. Later he said "we discussed it and we said we will take so many..." Mr. Felix Goonewardena in his evidence and in R. 52 referred to the important part that posters play in boosting sales. He referred to their wide use in England. It was not only the promoters of the contest that complained about it. The Editor too complained that in spite of a competition for which coupons were printed in the papers for the use of these entering the contest the print order was increased only by 1,450 in the case of the Sunday paper while there was no increase in the order for the daily paper. The print order went out from the Circulation Department in accordance with the boosting of sales in the programme of that department. According to the evidence a contest was a golden opportunity for pushing sales of the paper, an opportunity which a competent and enterprising Circulation Manager would have seized upon. Mr. Landsberger in answer said that sales promotion and propaganda were with him only for part of the time and were taken off his hands. The complaints and the findings too were in respect of that time and it was undoubtedly necessary that someone else took over the job even at that late stage.

18. Disloyalty was among the charges in the original charge sheet. It was brought up again in connection with events that followed the conference of heads of departments of the Company on 15.8.58 presided over by Mr. L. E. J. Fernando, Director. According to Mr. Fernando himself the meeting was for the purpose of considering ways of surmounting the difficulties the Company was faced with and a frank discussion took place. The Circulation Department came in for much criticism. Alleging that Mr. Felix Goonewardena had attacked him libellously at this conference Mr. Landsberger sought redress through the Times Sevaka Sangamaya. The Chairman of that meeting himself gave answer in R. 56 where he emphasised that the proceedings had been confidential and that if any remark was made which Mr. Landsberger felt was uncalled for he had the right to say so at the conference without remaining silent throughout as he did. Mr. Landsberger admitted that the proceedings were confidential but he said that allegations made against anybody could not be held confidential. So it was then that he disclosed part of the proceedings to his Sangamaya. In so far as matters discussed deeply concerned the inner working of the Company Mr. Landsberger completely disregarded the interests of the Company when he sought the aid of the Sangamaya. His attempt to take the matter to the Courts must be regarded as an act of disloyalty in that considerable embarrassment would have been caused to the Company if the head of one department sued the head of another concerning a matter that arose at that conference. Here again Mr. Landsberger was

untruthful. Not only did he deny having himself attended the meeting of the General Council of the Sangamaya before finally admitting that he did go to it he also said in evidence and his Sangamaya said for him in R. 57, that he did speak up in defence at the conference on 15.8.58. The evidence of Felix Goonewardena was that he was silent. Mr. Daniels said that so far as he could remember Mr. Landsberger said nothing and the Chairman of the conference himself in his letter to the Sangamaya, R. 56 written on 15.10.58 was clear that Mr. Landsberger was silent.

19. Much time was spent over the cross examination of Mr. Landsberger on the allegation in defence of the statement that he had made to Mr. Daniels regarding a fall in the circulation. Mr. Landsberger's allegation was that the Directors of the Company had indulged in a most dishonest practice of swelling circulation figures artificially. He said that dummy agents who were supplied with papers which they disposed of as wrapping paper were paid by the Company the difference in cost. This was indeed a serious charge against the Company and Mr. Weeramantry's reaction was to put the Company's books before Mr. Landsberger so that he might point out, if he could, any such payments to Agents. At length it was proved from the books that certain payments were made to an agent which did not go into his ledger. The reason for making these payments was not established however. The illegal practice alleged by Mr. Landsberger came into use while he was Circulation Manager and was discontinued too by him. Whether the Board of Directors had sanctioned such a practice or not the Accountant who had to pass the payment to Agents had to be satisfied. R. 124 a cheque drawn in favour of Batiampillai bears the signature of Mr. K. D. Gunawardene as "Accountant". And, so if Mr. Landsberger's story were true then the Directors admitted both Mr. Landsberger and Mr. K. D. Gunawardene into their unholy secret. It has struck me as curious that Mr. Landsberger was most anxious right through this inquiry to show that his association with Mr. K. D. Gunawardene was extremely limited. He went as far as saying, that Mr. Gunawardene "was leading a different type of life" and that they did not meet even though he and Mr. Gunawardene lived in houses separated by only a common wall. Later he came out with the truth that they travelled together to work and often from work in his car. There were other instances of untruthfulness as regards Mr. Gunawardene. Another matter about which he was most untruthful was that of the lists of Agents he compiled for the proprietors of the Davasa. To remember the lists of the various routes in the order of delivery would be a prodigious feat of memory. At one stage Mr. Landsberger claimed that he compiled those lists from memory but he failed badly when put to the test at the inquiry. There was internal

evidence in the lists themselves to show that he was not speaking the truth. The inclusion of agents appointed since he ceased to be head of Circulation of the Company. This question of Mr. Landsberger using the Times list for the compilation of the lists of the Davasa does not have direct bearing on the present inquiry as he is not asking for reinstatement. As regards Mr. Landsberger's allegation against the Company there is Mr. Landsberger's statement only as regards the reason for making these payments and he is not a truthful witness. This matter however is, beyond the scope of my inquiry. It arose over a remark made by Mr. Landsberger which now I cannot hold against him.

20. The weakness of the Circulation Department was well known to the Editor, the Advertisement Manager and even to the Directors. But apart from that department being considered the "Sick Room" of the Company nothing was apparently done. Then came serious losses in the working of the Company and the appointment of Mr. Harper who brought a fresh mind to bear on the business of the Company. A Chartered Accountant, he soon put his finger on the weak spots of the organisation and from his weekly reports one comes to the conclusion that the closer he looked into the administration of the Circulation Department the more he found there that was not satisfactory.

21. The evidence led at this inquiry has shown conclusively that Mr. Landsberger was a very incompetent and inefficient Circulation Manager. He had been in the service of the Company for a considerable time. His long service and efficient work, undoubtedly, had earned him promotion until he became the head of a department. There he is shown to have failed. His failure to organise and maintain an active and efficient department was accompanied by negligence of his duties. He was also irresponsible at times and even stupid in some of his suggestions for improving efficiency. More than that on his own showing he was unco-operative with the management and deliberately too. Further he was lacking in loyalty to his employer.

22. My award is that the non-employment of Mr. K. Landsberger is justified. The question of relief does not therefore arise. Mr. Landsberger, however, becomes entitled to receive from the Company the full sum due up to 31st March, 1961, and the sum lying to his credit in the Ceylonese Employees' Savings Scheme.

C. E. SIMITHARAARATCHY,
Arbitrator.

Colombo, October 17, 1962.
10-1092

C/L 113

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between the Independent, Industrial and Commercial Workers' Union of the one part and Ceylon Cold Stores, Limited, Colombo, of the other part on August 15, 1962, is hereby published in terms of section 6 of the the Industrial Disputes Act, Chapter 131.

Department of Labour,
Colombo, October 18, 1962.

N. L. ABEYWIRA,
Commissioner of Labour.

Collective Agreement No. 1 of 1962

TERMS OF AGREEMENT BETWEEN CEYLON COLD STORES, LIMITED, AND THE INDEPENDENT INDUSTRIAL AND COMMERCIAL WORKERS' UNION

This Agreement is made this Twenty Seventh day of July, One Thousand Nine Hundred and Sixty-Two between Ceylon Cold Stores, Limited of Colombo (hereinafter called the "Company") (and The Independent Industrial & Commercial Workers' Union of 407, Galle Road, Colpetty (hereinafter called the "Union") for and on behalf of the Workers in the employ of the Company, which expression shall mean all those workers who are and shall be in the permanent employ of the Company at the date of this Agreement.

WHEREAS the parties after joint consultation and negotiation are desirous of entering into Agreement in respect of certain matters:—

Now this Agreement witnesseth as follows:—

1. This Agreement shall have effect as on and from the Twenty Seventh day of July, One Thousand Nine Hundred and Sixty-Two and shall continue and remain in force unless and until it shall be determined by three calendar months notice in writing by either party to the other, provided, however, that neither party hereto shall give such notice to the other party before the Twenty Seventh day of July, One Thousand Nine Hundred and Sixty-Five.

2. Any Notice given under this Agreement shall be deemed to have been given if sent by registered post, and—
 - (a) if such notice is given by the Union it shall be addressed either to the Company or to the Employers' Federation of Ceylon, or
 - (b) if such notice is given by the Company it shall be addressed to the Union at 407, Galle Road, Colpetty.
3. It is hereby agreed by the Company that—
 - (a) All workers in Categories A to C and I of the 1958 Schedule of wages as set out in the First Schedule whose remuneration is presently calculated in accordance with the said Schedule and who are presently between the Stages 1 and 14 of the relevant wage scale in the said Schedule shall enjoy a one stage incremental rise in the basic wage which shall be effective as from the First day of April One Thousand Nine Hundred and Sixty-Two,
 - (b) All workers who at the date of this Agreement are at Stage 15 or are being paid basic wages in excess of the maximum in the Categories A to G and I in the First Schedule shall enjoy an increase in the basic wage which increase shall be of not less an amount than the equivalent of a single increment previously enjoyed within the respective wage scale which shall be effective as from the First day of April One Thousand Nine Hundred and Sixty-Two,

- (c) All workers who at the date of this Agreement are in Category H of the First Schedule whose remuneration is presently calculated in accordance with the said Schedule and who are presently between the Stage I and 30 of the relevant wage scale in the said Schedule shall enjoy a two stage incremental rise in the basic wage which shall be effective as from the First day of April, One Thousand Nine Hundred and Sixty Two,
- (d) All workers who at the date of this Agreement are at Stage 31 or are being paid basic wages in excess of the maximum in Category H of the First Schedule shall enjoy an increase in the basic wage which increase shall be of not less an amount than the equivalent of a two stage increment previously enjoyed within the respective wage scale which shall be effective as from the First day of April One Thousand Nine Hundred and Sixty Two,
- (e) All workers who were in the service of the Company on the First day of September, One Thousand Nine Hundred and Fifty Six and who remain in the service of the Company as at the date of this Agreement shall enjoy a seniority allowance which will serve to maintain such wage differentials as existed between workers whose service as at 1st September, One Thousand Nine Hundred and Fifty Six was in excess of 15 years. The Seniority Allowance made available in terms of this Clause shall be calculated at the rate of .03 cents for each year of service in excess of 15 years as at 1st September, One Thousand Nine Hundred and Fifty Six, which sum shall be added to the basic wage presently enjoyed. The worker concerned shall thereafter be placed at the next higher point on the wage scale and notwithstanding the fact that by the addition of the Seniority Allowance to the present basic wage the maximum for each category of worker in the First Schedule is exceeded, such worker shall nevertheless enjoy the Seniority Allowance calculated as aforesaid. The benefit made available in terms of this Clause shall be effective as from the First day of April, One Thousand Nine Hundred and Sixty Two,
- (f) All workers shall enjoy an Annual Attendance Bonus which bonus shall be calculated as one day's wages for each day of the Casual/Sick Leave entitlement not availed of and the payment of such attendance bonus shall be made on the expiry of the calendar year. The first such payment of annual attendance bonus will be made in January, One Thousand Nine Hundred and Sixty Three in respect of the calendar year One Thousand Nine Hundred and Sixty Two,
- (g) Extended Hospital and Sickness Benefits shall be made available in accordance with the provisions of the Second Schedule with effect from the date of This Agreement.

4. The Union, for and in consideration of the benefits set out under Clause 3 above, hereby agrees—

- (a) To acknowledge the complete mobility of the labour force employed by the Company whereby such labour force shall be available to undertake such work as may from time to time be required by the Company,
- (b) To discourage unauthorised absence by which expression is meant absence beyond the prevailing holiday and sick/casual entitlement,
- (c) Irrespective of such disciplinary action that may be taken by the Company in cases of unauthorised absence, to agree that such annual bonus if any as may be paid by the Company shall be reduced by reason of such unauthorised absence in accordance with the provisions of the Third Schedule, and this provision shall be deemed to apply with effect from the First day of April, One Thousand Nine Hundred and Sixty Two. For the purpose of this Clause, unauthorised absence shall be deemed to include sick leave beyond entitlement even though recommended by the Company doctor or supported by a medical certificate issued by a registered Medical Practitioner,
- (d) To undertake reasonable overtime as and when required by the Company,
- (e) To support such procedure as may be adopted by the Company to eliminate the one hour off in four convention presently applying in the Mineral Water Factory and other sections in the Mineral Water Department,
- (f) To support such procedure as may be adopted by the Company to stagger the tea intervals presently enjoyed in the Mineral Water Factory and other Departments in the Company.

5. It is further agreed that in the event of any dispute between the parties arising on the terms of this Agreement or on any other matter not covered by the Agreement—

- (a) The Union shall advise the Company in writing as to the nature of the dispute,
- (b) The Company shall reply in writing within seven days of the receipt thereof,
- (c) In the event of the Company reply being unsatisfactory both parties shall negotiate direct and if such negotiation is unsuccessful the parties shall request the Labour Department to convene a Conference within ten days; thereafter negotiations shall continue until the Labour Department reports failure,
- (d) While the negotiations envisaged under (c) above are being pursued or in the event of any dispute being referred to arbitration, the Union shall not resort to trade union action, go-slow or other unfair labour practice in furtherance of the pending dispute,
- (e) That all disputes shall be regulated in accordance with the Industrial Disputes Act,
- (f) The Union agrees not to instigate or support direct trade union action in the absence of seven days prior notice of such intention being given to the Company.

IN WITNESS WHEREOF the parties aforesaid have hereunto set their respective hands at Colombo, Bruce McVicker and Ivor Hector Herat for and on behalf of the said Company this fifteenth day of August, One Thousand Nine Hundred and Sixty Two and Mangodage Lucas Peiris, President of the Elephant House, Branch of the Independent Industrial and Commercial Workers' Union and Somapala Thiranagama, General Secretary of the Elephant House, Branch of the Independent Industrial and Commercial Workers' Union and Mohottikankanamalage Pathmasena Rajapakse, President of the Independent Industrial and Commercial Workers' Union, 407, Galle Road, Colpetty and Deva Herbert Samarasena, Joint Secretary of the Independent Industrial and Commercial Workers' Union, 407, Galle Road, Colpetty, have set their hands for and on behalf of the said Union, this fifteenth day of August, One Thousand Nine Hundred and Sixty Two.

Witnesses { 1. S. S. NANDALOCHANA.
2. D. M. S. PERERA.

1. S. S. NANDALOCHANA	}	B. McVICKER.
2. D. M. S. PERERA		
1. S. S. NANDALOCHANA	}	I. H. HERAT.
2. D. M. S. PERERA		
1. S. S. NANDALOCHANA	}	M. L. PEIRIS.
2. D. M. S. PERERA		
1. S. S. NANDALOCHANA	}	S. THIRANAGAMA.
2. D. M. S. PERERA		
1. S. S. NANDALOCHANA	}	M. K. P. RAJAPAKSA.
2. D. M. S. PERERA		
1. S. S. NANDALOCHANA	}	D. H. SAMARASENA.
2. D. M. S. PERERA		

FIRST SCHEDULE REFERRED TO IN THE AGREEMENT

Labour Force Scale of Daily Basic Wages as from 1st April, 1958

Department or Classification Stage	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	
CATEGORY 'A'																
Mineral Water Factory and Stores	1 65..	1 65..	1 89..	2 01..	2 13..	2 25..	2 37..	2 49..	2 61..	2 73..	2 85..	2 97..	3 09..	3 21..	3 33	
General Stores																
Ice Packing																
Frozen and Dry Provisions—Purveying and Packing																
Milk and Ice Cream Bakery and Retail Shop																
Canteen																
Fountain Cafe																
Sundae Tea Rooms																
Kandy Branch																
CATEGORY 'B'																
Ice Factory	1 80..	1 80..	2 04..	2 16..	2 28..	2 40..	2 52..	2 64..	2 76..	2 88..	3 00..	3 12..	3 24..	3 36..	3 48	
Engine Rooms																
Co2 Plant																
Repairs and Upkeep																
Sweepers																
CATEGORY 'C'																
Main cold Stores	1 90..	1 90..	2 14..	2 26..	2 38..	2 50..	2 62..	2 74..	2 86..	2 98..	3 10..	3 22..	3 34..	3 46..	3 58	
CATEGORY 'D'																
Carpenters, Masons, Tinkers, Blacksmiths, Fitters, Electricians, Welders and Turners	2 00..	2 00..	2 24..	2 36..	2 48..	2 60..	2 72..	2 84..	2 96..	3 08..	3 20..	3 32..	3 44..	3 56..	3 68	
(Higher Rates according to Skill)																
CATEGORY 'E'																
Trincomalee Branch	2 15..	2 15..	2 39..	2 51..	2 63..	2 75..	2 87..	2 99..	3 11..	3 23..	3 35..	3 47..	3 59..	3 71..	3 83	
CATEGORY 'F'																
Watchers	2 20..	2 20..	2 44..	2 56..	2 68..	2 80..	2 92..	3 04..	3 16..	3 28..	3 40..	3 52..	3 64..	3 76..	3 88	
CATEGORY 'G'																
Motor Transport-Deliverymen (monthly rate)	50 00..	50 00..	57 20..	60 80..	64 40..	68 00..	71 60..	75 20..	78 80..	82 40..	86 00..	89 60..	93 20..	96 80..	100 40	
CATEGORY 'H'																
Motor Transport-Drivers (monthly rate)	100 00..	(30 x Rs. 2/- = Rs. 180/-)														
CATEGORY 'I'																
Printing (monthly rate)	.. Commencing wage in accordance with the decisions of the Wages Board for the Printing Trade and thereafter increments of Rs. 4/60 per stage up to a maximum of Rs. 124/80.															

Ceylon Cold Stores Ltd.

SECOND SCHEDULE REFERRED TO IN THE AGREEMENT

Maximum Hospital and Sickness Benefits to be paid to Labour Force in cases of Special Sick Leave as approved by Company's Medical Officer

Nature of Leave	1st Month	2nd Month	3rd Month	Six months or longer at Company's discretion	Remarks
(1) Quarantine: Sufferer or Contact	3 weeks full pay	..	..	..	Irrespective of leave entitlement
(2) Hospitalisation:					
Where gross wage is:—					
(a) under Rs. 150	.. Rs. 100	.. Rs. 100	.. Rs. 100	..	.. Effective after normal sick leave is exhausted
(b) Rs. 150 to Rs. 200	.. Rs. 125	.. Rs. 125	.. Rs. 125	..	..
(c) Over Rs. 200	.. Rs. 150	.. Rs. 150	.. Rs. 150	..	..
(3) Convalescence (Post Hosp.)					
(a)	.. Rs. 100	..	..	..	do.
(b)	.. Rs. 125	..	..	..	..
(c)	.. Rs. 150	..	..	..	..
(4) T. B.	..	..	..	.. Full pay (less State allowance)	do.
(5) Cancer	..	..	..	.. Full pay (less State allowance)	do.
(6) Other illnesses: (non-hospital cases) * at discretion	.. Rs. 100	.. Rs. 75	.. Rs. 75	..	* O. P. D. or Clinic:— Conditions leading to— (1) congestive cardiac failure (2) Paralysis (3) Fractures & burns (4) Psychiatric

27.7.62.

THIRD SCHEDULE REFERRED TO IN THE AGREEMENT

A deduction for each day's absence beyond 3 days for a year, so that 10 days absence will reduce the bonus expectation to nil, i.e.—

1st to 3rd day	.. no deduction
4th to 5th day	.. 5 per cent. for each day
6th to 7th day	.. 10 per cent. for each day
8th to 9th day	.. 20 per cent. for each day
10th day	.. 30 per cent.

27.7.62

10—959

THE WAGES BOARDS ORDINANCE

IT is hereby notified under regulation 26 of the Wages Boards Regulations, 1943, that under section 9 of the Wages Boards Ordinance (Chapter 136), the Honourable Minister of Labour and Nationalised Services has been pleased to make the following appointments:—

- (1) Mr. E. B. de Saram to be an employers' representative on the Wages Board for the Motor Transport Trade, vice Mr. K. M. U. Jayanetty who has resigned, and
- (2) Mr. J. L. C. Rodrigo to be a nominated member on the Wages Boards for the Motor Transport Trade and Match Manufacturing Trade vice Mr. S. B. Yatawara who has resigned.

V. S. M. DE MEL,
Permanent Secretary,

Ministry of Labour and Nationalised Services.

Colombo, October 16, 1962.

10—933

THE WAGES BOARDS ORDINANCE

IT is hereby notified under regulation 26 of the Wages Boards Regulations, 1943, that under section 9 of the Wages Boards Ordinance (Chapter 136), the Honourable Minister of Labour and Nationalised Services has been pleased to appoint Mr. T. O. P. Fernando to act as a nominated member on the Wages Boards for the Building, the Printing and the Engineering trades, during the absence out of the Island with effect from 1st September, 1962, of Mr. L. H. Sumanadasa.

V. S. M. DE MEL,
Permanent Secretary,

Ministry of Labour and Nationalised Services.

Colombo, October 16, 1962.

10—946

VIDYODAYA UNIVERSITY AND VIDYALANKARA UNIVERSITY ACT, No. 45 OF 1958

Notice under Section 4

IN pursuance of the provisions of section 4 of the Vidyodaya University and Vidyalankara University Act, No. 45 of 1958, I, Badiuddin Mahmud, Minister of Education, do hereby notify that the land described below is required for the Vidyodaya University of Ceylon:—

Part of Karapinchagaha Kurunduwatta, 6 acres, 2 roods in extent bounded as follows:—

- North: Land belonging to Vidyodaya University;
- East: P. W. D. Road;
- South: Land belonging to Vidyodaya University;
- West: Land belonging to Vidyodaya University.

BADIUDDIN MAHMUD,
Minister of Education.

Ref: 2/KC/14.

Colombo 3, September 28, 1962.

10—1016

Miscellaneous Departmental Notices

RENEWAL OF FIREARM LICENCES FOR 1963 KALUTARA DISTRICT

IT is hereby notified for the information of the general public that the renewal of firearm licences registered in the Kalutara District will be done by the Divisional Revenue Officers of the respective divisions, with effect from 1.11.1962. All applications for such renewal should, therefore, be made to the respective Divisional Revenue Officers except by the new residents who should make their applications to this office direct. The public are advised to renew their licences on or before December 31, 1962. The 1962 licences and the firearms should be produced for inspection by the officers authorised to renew licences on my behalf, before issue of the licences for 1963. All applications for renewal received after December 31, 1962, if entertained, will be subject to a fine equivalent to licence fee.

2. The licensees who do not propose to renew their licences for 1963 or are in possession of unserviceable firearms, should surrender them with the respective licences to the officer renewing the licences or to this office on or before December 31, 1962.

3. Prosecutions will be entered in respect of all licences which have not been renewed by March 31, 1963.

W. PATHIRANA,
Government Agent.

The Kachcheri.

Kalutara, 15th October, 1962.

10—887

RENEWAL OF FIREARM LICENCES KANDY DISTRICT—1963

RENEWAL of firearm licences for the year 1963, will commence on 15th November, 1962. Owners of firearms should make their applications to the Divisional Revenue Officers of their respective areas. Licensees resident within the Kandy and Gangawata Korale, should apply to the Divisional Revenue Officer, Kandy Gravets. The addresses of Divisional Revenue Officers are as follows:—

- (a) D. R. O., Patha Hewaheta, Ketawala-Leula.
- (b) D. R. O., Patha Dumbara, Leydend Bangalow, Katugastota.
- (c) D. R. O., Uda Bulathgama, Nawalapitiya.
- (d) D. R. O., Udunuwara and Yatinuwara, Eriyagama, Peradeniya.
- (e) D. R. O., Udapalata, Gampola.
- (f) D. R. O., Uda Dumbara, Madugoda.
- (g) D. R. O., Harasiyapattuwa, Sigiri Buildings, Katugastota.
- (h) D. R. O., Tumpane, Galagedara.
- (i) D. R. O., Kandy Gravets, Secretariat, Kandy.
- (j) D. R. O., Meda Dumbara, Teldeniya.

Stamps are not accepted in payment of gun licence fees. When licences are lost a Certificate of loss of gun licence should be obtained from the Government Agent, Kandy District, on payment of One Rupee before renewal falls due. No renewal will be effected, unless the old licence or a certificate of loss of gun licence is produced. Licensees who fail to renew their licences on or before 31st December, 1962, will be liable to a penalty equal to the licence fee payable. The Divisional Revenue Officers will continue to renew licences till 31.3.1963, on recovery of this penalty. Renewals thereafter will be done at the Kachcheri. Licensees who fail to get their licences renewed on or before 31.3.63, are liable to be prosecuted.

If a firearm has become unserviceable and cannot be used, it should be surrendered along with the licence for 1962, to the nearest Police Station or to the Kachcheri direct or through the Headman (from whom a receipt must be obtained) before 31st December, 1962, otherwise the licensee will be required to obtain a licence for the year 1963 on payment of the usual charges.

C. J. SERASINGHE,
Government Agent.

The Kachcheri,
Kandy, October 17, 1962.

10—1030

No. SRH/1/G/62.

MAINTENANCE TOURIST HOTEL

IT is hereby notified for general information that the Tourist Centre at Trincomalee, will, with effect from 19th October 1962, be classified as a Circuit Bungalow and the occupation charges per person will be Rs. 3 per day, for part thereof, from that date.

R. A. M. C. S. SENARATNA,
Acting Director,
Government Tourist Bureau.

Office of the Government
Tourist Bureau,
Colombo 1, October 15, 1962.
10—883

THE IRRIGATION ORDINANCE (CAP. 453)

IT is hereby notified that I, Kiri Banda Dissanayake, Government Agent, of Matale District in the Central Province, have by virtue of powers vested in me by section 15 (i) (a) of the Irrigation Ordinance (Cap. 453), approved the resolution set out in the Schedule hereto.

K. B. DISSANAYAKE,
Government Agent,
Matale District.

The Kachcheri,
Matale, August 28, 1962.

Schedule

RESOLUTION

"This meeting of proprietors within the irrigable area of Kinigama irrigation work in the Matale District, Central Province, approve the scheme relating to that irrigation work prepared under Part V of the Irrigation Ordinance (Cap. 453)."

10—877

THE IRRIGATION ORDINANCE (CAP. 453)

IT is hereby notified that I, Cyril Joseph Serasinghe, Government Agent, of Kandy District, in the Central Province, have by virtue of powers vested in me by section 15 (i) (a) of the Irrigation Ordinance (Cap. 453), approved the resolution set out in the Schedule hereto.

C. J. SERASINGHE,
Government Agent,
Kandy District.

The Kachcheri,
Kandy, September 11, 1962.

Schedule**RESOLUTION**

" This meeting of proprietors within the irrigable area of Galagedera Uda Arambe irrigation work in the Kandy District, Central Province, approve the scheme relating to that irrigation work prepared under Part V of the Irrigation Ordinance (Cap. 453)."

10—878

THE IRRIGATION ORDINANCE (CAP. 453)

IT is hereby notified that I, Deryck Aluwihare, Government Agent, of Batticaloa District, in the Eastern Province, have by virtue of powers vested in me by section 15 (i) (a) of the Irrigation Ordinance (Cap. 453), approved the resolution set out in the Schedule hereto.

D. ALUWIHARE,
Government Agent.

The Kachcheri,
Batticaloa, September 19, 1962.

Schedule**RESOLUTION**

" This meeting of proprietors within the irrigable area of Mylanthana irrigation work in the Batticaloa District, Eastern Province, approve the scheme relating to that irrigation work prepared under Part V of the Irrigation Ordinance (Cap. 453)."

10—879

THE IRRIGATION ORDINANCE (CAP. 453)

IT is hereby notified that I, Kiri Banda Dissanayake, Government Agent, of Matale District in the Central Province, have by virtue of powers vested in me by section 15 (i) (a) of the Irrigation Ordinance (Cap. 453), approved the resolution set out in the Schedule hereto.

K. B. DISSANAYAKE,
Government Agent,
Matale District.

The Kachcheri,
Matale, September 21, 1962.

Schedule**RESOLUTION**

" This meeting of proprietors within the Irrigable area of Nikawella irrigation work in the Matale District, Central Province, approve the scheme relating to that irrigation work prepared under Part V of the Irrigation Ordinance (Cap. 453)."

10—932

NOTICE

NOTICE is hereby given that the area declared infected in the village of Medagoda in Medagoda V. H. Division in the Divisional Revenue Officer's Division of Dambadeniya Hathpattuwa in Kurunegala district of the North Western Province, in accordance with the provisions of the Contagious Diseases (Animals) Ordinance (Amendment) Act, No. 33 of 1957, section 4, sub-section 1, (Chapter 327) and published in *Government Gazette* No. 13,272 of 24.8.62, is free of "Foot and Mouth" disease and is no longer an infected area.

This declaration shall take effect from the date hereof.

ABEYARATNE BANDARANAYAKE,
Chief Govt. Veterinary Surgeon.

Office of the Chief Govt. Veterinary Surgeon,
Peradeniya, 19th October, 1962.

10—1023

CEYLON GOVERNMENT RAILWAY**Level Crossing Repairs**

THE Level Crossing at 3 miles 49 chains 87 links between Narahenpita and Kirillapone Railway Stations on the Kelani Valley Line, on the Milk Board Road, will be closed for vehicular traffic, partially, from 5 p.m. to 10 p.m. on Sunday, 28.10.62 and totally from 10 p.m. to 6 a.m. on Monday, 29.10.62. During this period, traffic should proceed through other routes.

10—1056

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