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THE CEYLON GOVERNMENT GAZETTE

අංක 12,086 — 1960 මාර්තු 18 වැනි සිකුරාදා — 18.3.1960

No. 12,086 — FRIDAY, MARCH 18, 1960

(Published by Authority)

PART I: SECTION (I)—GENERAL

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Appointments, &c., by the Governor-General

No. 122 of 1960

No. D21/Rect/45.

ARMY—REGULAR FORCE—PROMOTION AND RETIREMENT APPROVED BY HIS EXCELLENCY THE GOVERNOR-GENERAL

Promotion

To be Major with effect from August 15, 1957

Captain (Temporary Major) C. FERNANDO, C. A.

Retirement

His Excellency the Governor-General has permitted Major C. FERNANDO, C. A., to retire from the Regular Force of the Army, with effect from March 15, 1960.

By His Excellency's command,

H. E. TENNEKON,
Permanent Secretary,

Ministry of Defence and External Affairs.

Colombo, March 11, 1960.

No. 123 of 1960

No. D17/Rect.

ARMY—REGULAR FORCE—APPOINTMENT AND RELINQUISHMENT OF APPOINTMENT APPROVED BY HIS EXCELLENCY THE GOVERNOR-GENERAL

Appointment

To be Recruiting Officer under Section 13 (1) of the Army Act, No. 17 of 1949, with effect from March 1, 1960

Temporary Captain M. MADAWALA, C. L. I.

Relinquishment

The undermentioned officer relinquished his appointment as Recruiting Officer under Section 13 (1) of the Army Act, No. 17 of 1949, with effect from March 1, 1960.

Lieutenant M. A. P. SAMARASINGHEE, C. L. I.

By His Excellency's command,

H. E. TENNEKON,
Permanent Secretary,

Ministry of Defence and External Affairs.

Colombo, March 3, 1960.

No. 124 of 1960

No. D/VF/22A.

ARMY—CVF—COMMISSIONS APPROVED BY HIS EXCELLENCY THE GOVERNOR-GENERAL

HIS Excellency the Governor-General has been pleased to approve the commissioning of the undermentioned gentlemen as Second Lieutenants in the Ceylon Volunteer Force of the

Army and their posting to the 2nd (Volunteer) Battalion, The Ceylon Sinha Regiment, with effect from March 1, 1960, in the following order of seniority:—

Mr. MAHINDA GAMINI RATWATTE.
Mr. HALS VANDER POORTEN.

By His Excellency's command,

H. E. TENNEKON,
Permanent Secretary,

Ministry of Defence and External Affairs.

Colombo 1, March 8, 1960.

Appointments, &c., by the Public Service Commission

No. 125 of 1960

A. 81/60.

Mr. K. ALVAPILLAI, O.B.E., Permanent Secretary to the Ministry of Commerce and Trade and Deputy Secretary to the Ministry of Defence and External Affairs, to act, in addition to his duties, as Food Commissioner, Director of Food Supplies, Food Controller and Controller of Prices (Food), with effect from February 19, 1960, during the absence out of the Island of Mr. K. M. D. JAYANETTI or until further orders.

A. 412/59.

Mr. J. H. RATNAYAKE, 3rd Assistant Registrar-General, Department of the Registrar-General, to be 2nd Assistant Registrar-General, with effect from December 4, 1959, in the same Department.

A. 412/59.

Mr. H. W. GOONETILLEKE, 4th Assistant Registrar-General, Department of the Registrar-General, to be 3rd Assistant Registrar-General, with effect from December 4, 1959, in the same Department.

A. 412/59.

Mr. M. K. SIRINUS, Registrar, Grade I, Department of the Registrar-General, to be 4th Assistant Registrar-General, with effect from December 4, 1959, in the same Department.

A. 28/60.

Mr. S. SIVARASA, Advocate, to act as a Crown Counsel in the Department of the Attorney-General, with effect from January 18, 1960, until further orders.

A. 40/60.

Mr. E. W. JAYAKODY, Assistant Superintendent of Police, to be a Superintendent of Police, Grade II, with effect from November 1, 1959.

E. G. GOONEWARDENE,
Secretary,
Public Service Commission.

Office of the Public Service Commission,
P. O. Box 500, Galle Face Secretariat,
Colombo 1, 14th March, 1960.

Appointments, &c., by the Judicial Service Commission

No. 126 of 1960

SUMMARY OF APPOINTMENTS MADE BY THE JUDICIAL SERVICE COMMISSION

Name of Officer	New Appointment	Effective Date of New Appointment	Remarks
Mr. N. EDIRISINGHE	Additional District Judge, etc., Matara	From 4th April, 1960, to hear till completion, D. C. Matara Cases Nos. 4646/ Testamentary, L. 289, L. 328, 4610/Testamentary, P. 1049, D. C. 20713, M. 294, P. 659, P. 858 and C. R. Matara Case No. 4937.	In addition to his other duties
Mr. S. S. KULATILEKE	Additional District Judge, Avissawella	From 17th March, 1960, to hear till completion D. C. Avissawella Case No. 464/ CRL (M. C. Avissawella Case No. 35289)	In addition to his other duties
Mr. A. E. BUULETJENS	Additional District Judge, Tangalla	From 2nd April, 1960, to hear till completion D. C., Hambantota Case No. 417/L	In addition to his other duties
Mr. E. O. F. DE SILVA	Additional Magistrate, etc., Kurunegala at Kanadulla. (Situated within the U. C. Limits of Kuliyaipitiya.)	From 1st March, 1960	Until further orders
Mr. T. L. J. HADGIE	Additional Magistrate, etc., Kandy at Mahiyangana	From 6th to 10th June, 1960	In addition to his other duties
Mr. E. B. WEERAKOON (Snr.)	Additional Magistrate, etc., Colombo	10th to 13th March, 1960	During absence of Mr. G. E. AMARASINGHE
Mr. J. H. FERNANDO	Additional District Judge, etc., Kegalla	10th to 14th and from 24th March, 1960	During absence of and until resumption of duties by Mr. P. MARAPANA
Mr. M. A. W. GOONESEKERA	Additional District Judge, etc., Ratnapura	11th to 14th March, 1960	During absence of Messrs. A. S. PONNAMBALAM and K. A. P. RANASINGHE
Mr. J. AMARASINGHE	Additional Magistrate, etc., Hambantota	10th March, 1960	During absence of Mr. J. G. L. SWARIS
Mr. K. V. M. SUBRAMANIAM	Additional Magistrate, etc., Batticaloa	9th to 14th March, 1960	During absence of Mr. W. A. WALTON
Mr. H. D. RATNATUNGA	Additional District Judge, etc., Tangalla	From 21st March, 1960	Until resumption of duties by Mr. K. C. E. DE ALWIS
Mr. J. J. DAVID	Additional District Judge, etc., Batticaloa	9th to 14th March, 1960	During absence of Mr. S. THAMBY DURAI
Mr. O. M. L. PINTO	Additional Magistrate, etc., Ratnapura	From 9th March, 1960, till sentence is passed in M. C., Ratnapura Case No. 71951	—
Mr. A. C. KANAGASINGHAM	Additional District Judge, etc., Trincomalee	28th March, 1960, to 1st April, 1960	During absence of Mr. M. M. ABDUL CADER
Mr. G. M. UDALAGAMA	President, Rural Court, Matale South, etc.	From 1st March, 1960	Until further orders
Mr. S. KANDIAH	Additional President, Rural Court, Vavuniya South, etc.	4th March, 1960, to hear R. C. Vavuniya Case No. 2969/V (Civil)	—
Mr. A. SENANAYAKE	Acting President, Rural Court, Dehigampal Korale, etc.	7th March, 1960	During absence of Mr. A. B. ALUWIHARE
Mr. S. A. C. M. MEERA SAIBO	Acting President, Rural Court, Karavaku Pattu, etc.	10th and 11th March, 1960	During absence of Mr. K. V. NAVARATNAM
Mr. H. W. J. MUTTUOMARU	Acting President, Rural Court, Puttalam Pattu, etc.	12th March, 1960	During absence of Mr. D. DE SILVA

Other Appointments

No. 127 of 1960

Mr. HADJI ABDUL CAREEM HADJI OMAR of 32, Ramakrishna Road, Wellawatta, has been appointed by the Honourable Minister of Home Affairs as Special Quazi for the Memon Community in Ceylon from 4th March, 1960, to 23rd September, 1962.

No. 128 of 1960

APPOINTMENTS BY THE HONOURABLE MINISTER OF JUSTICE

Justices of the Peace

- (1) Mr. W. MANAMPERI to be a Justice of the Peace for the judicial district of Kegalle.
- (2) Mr. D. H. JAYASINGHA to be a Justice of the Peace for the judicial district of Colombo.
- (3) Mr. M. ARUMUGAM to be a Justice of the Peace for the judicial division of Kayts.
- (4) Mr. P. KANAPATHIPILLAI to be a Justice of the Peace for the judicial district of Point Pedro.
- (5) Mr. R. P. ARTHUR DE SILVA to be a Justice of the Peace for the judicial district of Balapitiya.

Government Notifications

THE FOOD CONTROL ACT, No. 25 OF 1950

Order No. 142

BY virtue of the powers vested in me by section 4 (1) (i) of the Food Control Act, No. 25 of 1950, I, Wijayananda Dahanayake, Prime Minister, Minister of Defence and External Affairs and Minister of Education, do by this Order prohibit the transport or removal of any quantity of paddy containing an admixture of coloured grains of paddy from any one place in Ceylon to any other place in Ceylon, except under the authority of a permit issued by or on behalf of the Food Controller or Deputy Food Controller or Assistant Food Controller of the area within which the first mentioned place is situated or otherwise than in accordance with such conditions as may be attached to such permit:

Provided that nothing in the preceding provisions of this Order shall apply—

- (a) to the transport or removal of any quantity of such paddy by any person on behalf of the Government of Ceylon; or
- (b) to the transport or removal by a registered rice miller, or any person on behalf of such miller, to the store or place of business of such miller of such quantity of paddy as is issued to such miller by the Department of Agrarian Services.

In this Order—

“coloured grains of paddy” means grains of paddy artificially coloured with “Malachite green” or “Cochin scarlet” or with any other substance or ingredient which produces green or red colour when applied to grains of paddy; and

“registered rice miller” means a person who is for the time being registered by the Commissioner of Agrarian Services for the purpose of milling Government paddy for fee or reward.

W. DAHANAYAKE,

Prime Minister, Minister of Defence and External Affairs and Minister of Education.

Colombo, March 11, 1960.

L. D.—B. 18/46.

THE COMMISSIONER OF CO-OPERATIVE DEVELOPMENT (DEFINITION OF POWERS)

Ordinance No. 45 of 1945

ORDER

IN pursuance of the powers vested in me by section 3 of the Commissioner of Co-operative Development (Definition of Powers) Ordinance, No. 45 of 1945, as modified by the Proclamation published in *Gazette Extraordinary* No. 9,773 of September 24, 1947, I, Wijayananda Dahanayake, Minister of Defence and

A 4

External Affairs, do by this Order confer on Mr. Telge Daniel Lucas Peiris, a person appointed to assist the Commissioner of Co-operative Development, such powers of the Registrar under the Co-operative Societies Ordinance (Chapter 107) and the rules made thereunder, as are specified in the Schedule hereto.

W. DAHANAYAKE,

Minister of Defence and External Affairs.

Colombo, 11th March, 1960.

SCHEDULE

Powers under the Ordinance:

- (1) All the powers under sections 5, 6, 7, 8, 10, 17, 30 33 (1), 34, 35, 36, 37, 39, 40, 41, 42 and 53.
- (2) All the powers under section 45, except the power to decide appeals.

Powers under the Rules:

- All the powers under rules 3, 13, 14 (2), 15 (4), 17, 19, 23, 24, 27, 28 (3), 28 (4), 29, 31, 32, 33 (1), 35, 37, 38, 41, 42, 43 and 45.

M. D. & E. A.—No. D39/B/Cer.

HIS Excellency the Governor-General has been pleased, in terms of the regulations published in the *Ceylon Government Gazette* No. 8,029 of January 26, 1934, to award the Efficiency Medal (Ceylon) to the undermentioned Other Rank of the Volunteer Force of the Army—

2 (V) *Ceylon Light Infantry*

T/Cpl. Weerasinghe, M. A.

By His Excellency's command,

H. E. TENNEKON,
Permanent Secretary,

Ministry of Defence and External Affairs.

Colombo, March 3, 1960.

No. PR/AF/15.

THE Honourable the Minister of External Affairs has been pleased to recognise Mr. E. L. Straarup as Acting Honorary Consul-General for Denmark at Colombo with effect from the 10th March, 1960, during the absence of Mr. K. P. F. Witt from the Island.

H. E. TENNEKON,
Permanent Secretary,
Ministry of External Affairs.

Colombo 1, 11th March, 1960.

THE Honourable the Minister of Home Affairs has been pleased under section 32 (1) (b) of the Prison Ordinance (Chapter 44), as amended by Ordinance No. 53 of 1939, and as modified by Proclamation in *Gazette Extraordinary* No. 9,773 of September 24, 1947, to appoint the persons mentioned in column II of the Schedule hereto to be members of the Local Visiting Committee of the Institution mentioned in column I of the Schedule for a period of one year from the date of this notice.

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

Ministry of Home Affairs,
Colombo 7, March 7, 1960.

SCHEDULE

I
Hulftsdorp Prison

II
Mr. C. P. Muller
Mr. F. A. Abeywickrema
Mrs. E. L. Cosme
Mrs. T. L. C. Rajapakse

THE Honourable the Minister of Home Affairs has been pleased under section 32 (1) (b) of the Prison Ordinance (Chapter 44), as amended by Ordinance No. 53 of 1939, and as modified by Proclamation in *Gazette Extraordinary* No. 9,773 of September 24, 1947, to appoint the persons mentioned in column II of the Schedule hereto to be members of the Local Visiting Committee of the Institution mentioned in column I of the Schedule for a period of one year from the date of this notice.

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

Ministry of Home Affairs,
Colombo 7, March 7, 1960.

SCHEDULE

I
Jaffna Prison

II
Mr. A. Arulambalam, J. P.
Mr. M. C. Nadarajah.

L. D.—B. 269/31.

THE PILGRIMAGES ORDINANCE

REGULATION made by the Minister of Home Affairs by virtue of the powers vested in him by section 2 of the Pilgrimages Ordinance (Chapter 133), as modified by the Proclamation published in *Gazette Extraordinary*, No. 9,773 of September 24, 1947.

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

Colombo, March 10, 1960.

Regulation

The regulations for pilgrimages to Kataragama, published in *Gazette* No. 9,859 of April 30, 1948, as last amended by regulation published in *Gazette* No. 11,255 of February 7, 1958, are hereby further amended in regulation 1, in the definition of "Government Agent", by the substitution, for the words "Province of Uva", of the words "Administrative District of Moneragala".

THE INDUSTRIAL DISPUTES ACT, No. 43 OF 1950

THE Award transmitted to the Commissioner of Labour by the Industrial Court constituted for the purpose of settling the industrial dispute between the All Ceylon Commercial and Industrial Workers' Union and Messrs. W. W. Fernando & Sons, Limited, Desiccating and Oil Mills, Kochchikade, which was referred by Order dated April 14, 1959, made under section 4 (2) of the Industrial Disputes Act, No. 43 of 1950, and published in *Ceylon Government Gazette* No. 11,729, dated April 24, 1959, for settlement by an Industrial Court, is hereby published in terms of section 25 (1) of the said Act.

N. L. ABEYWIARA,
Deputy Commissioner of Labour.

Department of Labour,
Colombo 3, 8th March, 1960.

Industrial Court at Colombo

No. I. D. 168

In the matter of an industrial dispute
between

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

and

Messrs. W. W. Fernando & Sons, Ltd., Desiccating and
Oil Mills, Kochchikade

THE AWARD

This is an Award under section 24 of the Industrial Disputes Act, No. 43 of 1950, as amended by the Industrial Disputes (Amendment) Acts, No. 25 of 1956, No. 14 of 1957, and No. 62 of 1957. It relates to an industrial dispute between The All Ceylon Commercial and Industrial Workers' Union, of 47, Driberg's Avenue, Colombo 10 (hereinafter referred to as "the Union"), and Messrs. W. W. Fernando & Sons, Ltd., of the Desiccating and Oil Mills, Kochchikade (hereinafter referred to as "the Employer").

2. The Honourable the Minister of Labour, Housing and Social Services, by his Order dated 14th April, 1959, made by virtue of the powers vested in him by section 4 (2) of the aforesaid Act, referred the dispute to this Court for settlement. According to the statement dated 7th April, 1959, furnished by the Acting Deputy Commissioner of Labour and appended to the Order of the Minister, the matter in dispute between the Union and the Employer is the non-employment of M. A. Jayaneri Hamy.

3. According to the statement dated 6th May, 1959, filed in this Court by the Employer, M. A. Jayaneri Hamy was employed by him as a daily-paid labourer to make repairs to desiccators and gates and to do various other odd jobs at different times and left his service on 9th October, 1958, in search of work elsewhere.

4. According, however, to the answer dated 22nd June, 1959, filed in this Court by the Union, Jayaneri Hamy did not voluntarily relinquish his post but on the contrary his services were terminated by the Employer without due cause and in an unjust manner.

5. At the inquiry, which began on 11th August, 1959, and continued and concluded on 5th September, 1959, Mr. Advocate P. K. Liyanage, instructed by Mr. Edmund Samarakkody, appeared for the Union, and Mr. Advocate K. I. de Silva, instructed by Mr. K. A. J. Perera, appeared for the Employer.

6. The Union's case is that M. A. Jayaneri Hamy, a blacksmith, was originally employed by Mr. W. W. Fernando, proprietor of the Desiccating and Oil Mills, Kochchikade, in 1953 and left of his own accord in May, 1957. In April, 1958, he was re-employed by Mr. Fernando and continued in employment until November, 1958. On the 17th of that month he was told that as he was a member of a Union he could not be given work and his services were terminated.

7. The Employer's case is that Jayaneri Hamy was really a casual labourer. He was employed on this basis intermittently during the period March, 1953, to March, 1957. Thereafter he was employed again on the same basis during the period April, 1958, to 9th October, 1958. On 9th October, 1958, he left without completing the work that he was entrusted with and did not turn up on the 10th.

8. In the light of the submissions made by the Union and by the Employer in presenting their respective cases, it becomes obvious that the outcome of the inquiry hinges on two questions:—

- (i) Was Jayaneri Hamy a casual employee or a permanent one?
- (ii) What were the circumstances in which his services at the Employer's mills in Kochchikade came to be terminated?

9. It is common ground between the Union and the Employer that Jayaneri Hamy's service as a blacksmith at the mills in question covered two distinct periods, viz., March, 1953, to March, 1957, and April, 1958 to October, 1958. Both Jayaneri Hamy and the proprietor of the mills (Mr. W. W. Fernando), who gave evidence before me testified that in April, 1957, Jayaneri Hamy voluntarily relinquished his employment at the Employer's mills and went in search of employment elsewhere. The Union produced a testimonial dated 23.3.57 (marked A. 2) given by Mr. Fernando to Jayaneri Hamy at the termination of his first period of employment at the mills. Mr. Fernando admitted having issued the testimonial in question, which reads:

"This is to certify that bearer M. A. Jayaneri Hamy of Baddegama has been working under me as a blacksmith for the period of over four years during which period I found him to be honest, trustworthy and a hardworking man.

I wish him success in life.

(Sgd.) W. W. Fernando."

The phraseology of this testimonial does not seem to support the Employer's submission that Jayaneri Hamy, even during his earlier spell of service under the Employer, was regarded as a casual labourer.

10. The fact (admitted by Mr. W. W. Fernando in his evidence) that Jayaneri Hamy worked under him from 1953 to 1957, that he was a very good workman, for which reason Mr. Fernando gave him a good testimonial, and that in April, 1958, Mr. Fernando himself went in quest of Jayaneri Hamy and brought him back into his service also strengthens the likelihood that Jayaneri Hamy's employment under Mr. Fernando, whether during the earlier or the later period, was not of a casual nature.

11. The Employer relied on two principal arguments to prove that Jayaneri Hamy was a casual employee:—

- (i) that both during the March, 1953, to March, 1957, period and during the April, 1958, to October, 1958, period the number of days on which Jayaneri Hamy had worked in each month was variable. During the months April to October, 1958, which is the only period with which we need be concerned in this inquiry, Jayaneri Hamy worked for the respective numbers of days indicated below:—

April, 1958	...	...	13 days
May, 1958	...	...	14 days
June, 1958	...	...	14 days
July, 1958	...	...	9 days
August, 1958	...	...	26 days
September, 1958	...	...	16 days
October, 1958 (up to the 9th)	...	...	5 days

In support of these figures he produced the relevant check roll (marked R. 3).

- (ii) that Jayaneri Hamy worked not only at the Employer's mills at Kochchikade but at other mills in the district. Specific mention was made of two such mills at Katuneriya, one belonging to the Employer's brother Mr. M. S. Fernando, and the other to a Mr. J. J. Pinto.

12. Now as regards the former argument, it may be pointed out that the variability of the attendance of an employee does not in itself or by itself suffice to prove the casualness of his employment. If variability in the number of days in the month that an employee works had necessarily to be regarded as proof

of the casualness of his employment, then in these present times, when absenteeism is so commonly met with, not only among industrial workers but among employees in higher strata, many an employee would have to be classified as a casual worker.

Besides, the smithy attached to the Employer's mills at Kochchikade is not one intended to fulfil all the possible functions which a smithy is capable of fulfilling, but one admittedly restricting itself to such jobs as repairing desiccators and gates (according to the Employer's statement filed in this Court), turning out nuts and bolts (according to Mr. Fernando's admission under cross-examination), and doing "various other odd jobs". It is inconceivable, therefore, that Jayaneri Hamy had work daily. Indeed, under cross-examination he frankly admitted that there were months in which he got no work when there was no work for him at the mills, but he maintained that he did not during such slack periods go to other places in search of employment. Instead, he remained at the Kochchikade mills.

As regards the latter argument it is significant that Jayaneri Hamy again freely and frankly admitted that during both his spells of service in the Employer's mills he had occasionally worked at the Katuneriya mills belonging to Mr. W. W. Fernando's brother Mr. M. S. Fernando, but always on the explicit orders of Mr. W. W. Fernando himself. Indeed it was part of his case that when on 9th October, 1958 (not on 9th November, 1958, as stated by him in his evidence) he left for Katuneriya, he did so at the request of his master Mr. W. W. Fernando, who wanted him to attend to some urgent work at his brother's mills there. After completion of his assignment there he reported back for work at the Employer's mills at Kochchikade on or about 15th November, 1958. The correctness of this position is confirmed by Mr. J. A. Waidyasekera, Manager of Mr. M. S. Fernando's Desiccated Coconut Mills at Katuneriya, who was called by the Employer. He testified before me, producing the relevant vouchers for my inspection, that Jayaneri Hamy worked at the Katuneriya mills during the period 10th October to 15th November, 1958.

As regards the Employer's allegation that Jayaneri Hamy worked at Mr. J. J. Pinto's mills at Katuneriya, not a scrap of evidence, whether documentary or other, was adduced in substantiation. If, as the Employer sought to make out, Jayaneri Hamy was in sooth a kind of itinerant blacksmith, roving from place to place in search of work and serving under different employers indiscriminately, nothing would have been easier for the Employer than to cite Mr. M. S. Fernando and Mr. J. J. Pinto as witnesses. But this was not done.

Curiously enough, even the vouchers produced by Mr. Waidyasekera merely prove that Jayaneri Hamy worked at Mr. M. S. Fernando's mills at Katuneriya after 9th October, 1958, which is the crucial date so far as this inquiry is concerned. Under re-examination by the Employer's counsel, Mr. Waidyasekera stated that even before 10th October, 1958, Jayaneri Hamy had worked temporarily in Mr. M. S. Fernando's mills, but Mr. Waidyasekera, when questioned by the Court whether he had the relevant vouchers, admitted that he did not have them.

13. The Union's position, on the other hand, is that Jayaneri Hamy was not a casual employee. There is Jayaneri Hamy's own evidence (referred to in paragraph 12 above) that even when there was no work for him at the Employer's mills he remained at the mills. This suggests that Jayaneri Hamy's services were always readily available to the Employer. The burden of refuting this evidence rested on the Employer, but the Employer failed to discharge it.

14. The circumstance, deposed to both by Jayaneri Hamy and by Mr. W. W. Fernando, that in April, 1958, the latter went in search of the former and brought him back to Kochchikade mills for a second spell of service, strongly suggests that the nature of Jayaneri Hamy's employment at Mr. W. W. Fernando's mills hardly merits the description "casual".

15. Mr. Fernando, in the course of his examination-in-chief, had his attention drawn to an admission made by Jayaneri Hamy earlier under cross-examination, namely that he sometimes used to go home from the Employer's mills owing to illness. Mr. Fernando commented thus:—

"Sometimes he has gone home with my permission." If, as submitted by the Employer, Jayaneri Hamy was in fact a casual worker; it is inconceivable why he should have had to obtain the Employer's permission to go home. Under cross-examination Mr. Fernando tried to retrieve the position somewhat by explaining that on such occasions Jayaneri Hamy came to him not so much for permission as for an advance payment of his wages. This admission would seem to reinforce still further the Union's contention that Jayaneri Hamy was not a casual labourer, for it is not usual to make advance payments to casual labourers.

16. In setting out the Employer's case, his Counsel mentioned that when Jayaneri Hamy, having returned to the Employer's mills on 17th November, 1958, asked Mr. W. W. Fernando for work, Mr. Fernando asked him why he had left his employment without informing him or submitting a medical certificate. Mr. Fernando in his evidence admitted having on

that occasion asked Jayaneri Hamy why he had left without permission but did not mention any medical certificate. If it is part of the Employer's case that he did on that occasion refer to a medical certificate, the question forces itself on one: If Jayaneri Hamy was only a casual labourer, why need he have produced, or been expected to produce, a medical certificate?

17. In the light of the foregoing facts I hold that while in some respects the relationship between Jayaneri Hamy and the Employer was amorphous, the nature of Jayaneri Hamy's employment under the Employer was not casual.

18. As regards the other question, viz., the circumstances in which Jayaneri Hamy's employment at the Employer's mills came to be terminated, Counsel for the Union in setting out his case submitted that Jayaneri Hamy continued to work at the mills in question until November, 1958, and that on 17th November, 1958, he was told by Mr. W. W. Fernando that as he was a member of a Union he could not be given work and his services were terminated. It transpired in the course of the inquiry that the last date on which Jayaneri Hamy had worked at the Employer's mills was 8th October, 1958, and not 8th November, 1958, as stated by Jayaneri Hamy in his evidence. From the evidence given by Mr. W. W. Fernando and by Mr. J. A. Waidyasekera and the documents produced by the former, viz., the Wages Register (marked R. 2) and the relevant page of that Register (marked R. 2A) it is patent that Jayaneri Hamy has slipped as regards the last date on which he actually worked at the Employer's mills. The Union which represented him at my inquiry seems to have accepted the erroneous date, viz., 9th November, 1959, without verification and briefed its Counsel accordingly, so that in the early stages of the inquiry the Union proceeded on the basis that 9th November was the last date on which Jayaneri Hamy had worked under the Employer. When eventually Counsel for the Employer established beyond the shadow of a doubt that the relevant date was 9th October, 1958, Counsel for the Union readily accepted it. Counsel for the Employer took advantage of Jayaneri Hamy's chronological error and resolutely attempted to raise in the mind of the Court disbelief in the veracity of Jayaneri Hamy's evidence as a whole. Having, however, had the opportunity not only of hearing Jayaneri Hamy's evidence but of watching his demeanour and of forming an impression as to his social milieu and low level of literacy, and knowing how vague so many people—and not ignorant rustics either—can be in their concepts of space, time, and chronological sequence, I do not feel inclined to discredit the totality of his evidence just because he tripped himself up on this one point. All the rest of his evidence, both during the examination-in-chief and during the cross-examination, was given with candour, clarity, and coherence and was quite creditable for a man of his age and low educational and social level.

Counsel for the Employer in his closing address submitted that this one flaw in the Union's case would amply justify the rejection of the Union's case in its entirety. Since, however, the Industrial Court is essentially a fact-finding Court and a Court of Equity, I hold that a *bona fide* error such as the one referred to above should not be used by me as an excuse for rejecting the Union's case lock, stock, and barrel.

19. To revert to the question, how came Jayaneri Hamy's services under the Employer to be terminated? The Union consistently maintained, both in its statement filed in this Court and in the presentation of its case, that Jayaneri Hamy's services had been terminated without due cause and in an unjust manner. Jayaneri Hamy testified that on his return to the Employer's Mills at Kochchikade on 17th November, 1958, after a period of absence at Mr. W. W. Fernando's brother's mills at Katuneriya, which absence had been authorized by Mr. W. W. Fernando himself, he was refused work on the ground that he was a Samasamajist and that he was told by Mr. Fernando to go to Dr. Hector Fernando and obtain work from him. This Dr. Hector Fernando, it appears, was a prominent Samasamajist leader of Negombo.

Apart, however, from Jayaneri Hamy's unsupported testimony, the Union led no evidence to establish its contention that the motive which actuated the Employer to terminate Jayaneri Hamy's services was antipathy to the Samasamajist-sponsored Union activity in which this employee was believed to be interested.

20. The Employer, on the other hand, in his statement filed in this Court stated that Jayaneri Hamy had left his service on 9th October, 1958, in search of work elsewhere. Mr. W. W. Fernando in his evidence given before this Court went a stage further and stated that Jayaneri Hamy had on 9th October, 1958, left without completing the work entrusted to him and had not turned up the next day. Mr. Fernando produced a Complaints Book (marked R. 1) in which he had made an entry dated 15th October, 1958, to the effect that Jayaneri Hamy had not turned up for work since the 9th October. Now according to Mr. Fernando's own evidence Jayaneri Hamy turned up at the Employer's mills on Saturday, 11th October, 1958, to receive his pay. According to the relevant page (marked R. 2A) of the Wages Register (marked R. 2) Jayaneri Hamy did receive his pay that day. If his absence on the 9th and 10th October had in fact been unauthorised, he could surely have been taken to task when he turned up on the 11th October.

No such thing happened. This being so, the entry in the Complaints Book is somewhat intriguing. What makes it not merely intriguing but highly suspicious is that it bears all the signs of an afterthought, a belated interpolation fabricated for the specific purpose of misleading this Court.

Since the right-hand page (R. 1A) on which the entry concerned has been written is almost wholly occupied by entries bearing dates prior to 15th October, 1958, and since the immediately following left-hand page carries entries bearing dates later than 15th October, 1958, the entry in question has been crowded into the exiguous blank space left at the foot of the page marked R. 1A. The colour of the ink used and the striking difference in the hand-writing confirm the suspicion that the entry has been written in long after the date it bears. It would be most unsafe to place any reliance on such a document.

21. Mr. Fernando, in his evidence-in-chief, denied having on 9th October, 1958, asked Jayaneri Hamy to go to his (Mr. Fernando's) brother's mills at Katuneriya to carry out some work there. He stated however, that subsequent to the 9th he learned that Jayaneri Hamy was working at the Katuneriya mills in question. Under cross-examination Mr. Fernando admitted that he was not on bad terms with his brother and had to acquiesce that in those circumstances he could easily have brought to his brother's notice that Jayaneri Hamy was absenting himself from the Employer's mills at Kochchikade without permission and without completing the job he had been doing there on the 8th, and could thus have persuaded his brother to direct Jayaneri Hamy to return to his post forthwith. In re-examination Counsel for the Employer sought to blunt the edge of this evidence by putting to Mr. Fernando a leading question suggesting that it was quite sometime after 10th October, 1958, that Mr. Fernando became aware that Jayaneri Hamy was working at Mr. Fernando's brother's mills at Katuneriya. The significance of the answer elicited in cross-examination, remained, however, undiminished.

22. On a consideration of all the evidence led, both by the Union and by the Employer, I prefer to accept the version of Jayaneri Hamy that it was at Mr. W. W. Fernando's instance that he went to Mr. Fernando's brother's mills at Katuneriya on the day in question. I hold, therefore, that both submissions made by the Employer, viz., the earlier one that Jayaneri Hamy was a casual labourer who on 9th October had left of his own accord in search of work elsewhere, and the later one that Jayaneri Hamy had absented himself on and after 9th October, 1958, without permission and had therefore forfeited his employment under him, are untenable, and that the Employer, in directing his Kangany not to give Jayaneri Hamy work when he asked for it on the 17th November, 1958, did commit the offence of terminating Jayaneri Hamy's employment wrongfully and in an unjust manner.

23. What precise motives actuated the Employer to take this step has not been satisfactorily established in the evidence but there is a hint in it that he is not enamoured either of Samasamajism or of the infiltration of Trade Unionism into the ranks of his work force. The only proof he could adduce to demonstrate his tolerance of, if not benevolence towards, Trade Unionism among his employees was that he "even replied their letters".

24. It remains for me to decide what redress should be granted to Jayaneri Hamy. Even in the initial stages of the dispute, before it was referred to this Court, the question of re-instatement was not canvassed. According to the evidence of Jayaneri Hamy himself and of Mr. Primus Jayanetti, Secretary of the Negombo branch of the All-Ceylon Commercial and Industrial Workers' Union, and Mr. D. Mutumale, who in December, 1958, was Acting Assistant Commissioner of Labour for the Negombo area, Mr. Mutumale suggested, at the inquiry held by him on 30th December, 1958, that the Employer should make an ex-gratia payment of Rs. 250 to Jayaneri Hamy by way of settlement of the dispute. Mr. Edirisinghe, clerk-cum-manager in the Employer's mills at Kochchikade, whom Mr. W. W. Fernando as proprietor of the mills sent with a letter of authority to represent him at the inquiry, acknowledged the reasonableness of the suggestion. According to Mr. Jayanetti's evidence "Mr. Edirisinghe agreed" to pay the amount prescribed, and according to Mr. Mutumale's evidence Mr. Edirisinghe "guaranteed he would be able to persuade the employers" to pay it. Mr. Noel Sayakkara, Labour Officer, Negombo, stated in his evidence that under orders received from his superiors he visited the Employer's mills at Kochchikade on 5th January, 1959, to collect some evidence but as the proprietor was unco-operative he requested both parties to be present at a conference. Mr. P. Thirunavakarasu, Assistant Commissioner of Labour, deposed to what had occurred at this conference, held on 13th January, 1959, under his chairmanship. The notes of the conference (marked A. 1) were produced by the Union and they confirm Mr. Thirunavakarasu's statement that he suggested a settlement and that Mr. W. W. Fernando expressed his willingness to make an ex-gratia payment provided the Union first withdrew its allegation of wrongful dismissal. To this pre-condition the Union was unwilling to submit, so that negotiations broke down and it was eventually decided to refer the dispute to the Industrial Court. At this conference the quantum of the ex-gratia payment suggested by Mr. Thirunavakarasu was not specified.

25. Mr. W. W. Fernando, although he knew from Mr. Edirisinghe, his duly accredited representative at Mr. Mutumale's inquiry held on 30th December, 1958, the quantum of the ex-gratia payment suggested by Mr. Mutumale and considered "reasonable" by Mr. Edirisinghe, had the effrontery, both during his examination-in-chief and under cross-examination, to tell the Court that when at the conference held on 13th January, 1959, he expressed his willingness to settle the matter by making an ex-gratia payment, he meant that he would be willing to pay Jayaneri Hamy "Rs. 5 or Rs. 10" to meet his travelling expenses on his way back home to his village. It is the same kind of prevarication and disregard for scruple that prompted him, elsewhere in his evidence, to admit on the one hand that Jayaneri Hamy was a good workman whom, after his first period of service at the Kochchikade mills, he had personally gone in search of and brought back to the mills because of the quality of his work, and to insist on the other hand that the services of Jayaneri Hamy were not essential to him since he had two engine drivers who knew the work just as well and could manage. He had to admit that the "work" comprised such highly specialised crafts as repairing desiccators and producing nuts and bolts.

26. The Union, when it first alleged wrongful dismissal of Jayaneri Hamy, presumably did so advisedly. For it to have withdrawn its allegation in compliance with the Employer's demand at the conference on 13th January, 1959, would have been tantamount to stultifying itself.

I hold, therefore, that the Employer acted unreasonably in insisting as a pre-condition that the Union should withdraw its allegation before he could consent to an ex-gratia payment.

Mr. W. W. Fernando in his evidence stated that he paid Jayaneri Hamy at the rate of Rs. 4 per diem. Considering the pain of mind and the privations Jayaneri Hamy is likely to have had to endure as a consequence of his dismissal from the Employer's mills, I think it would serve the ends of social justice if I ordered the Employer to pay him in compensation for loss of employment a sum of Rs. 350, which is approximately equivalent to three months' wages.

I make award accordingly, and direct that this sum shall be paid to Jayaneri Hamy through the Assistant Commissioner of Labour, Negombo, within two weeks of the date of publication of this Award in the *Ceylon Government Gazette*.

Colombo, 22nd February, 1960.

S. A. WIJAYATILAKA.

No. W 105/1040.

THE INDUSTRIAL DISPUTES ACT, No. 43 OF 1950

THE Award transmitted to the Commissioner of Labour by the Arbitrator to whom the industrial dispute which had arisen between the Democratic Workers' Congress, P. O. Box 1009, 213/2, Main Street, Colombo 11, and the Superintendent of Twickenham Estate, Amitirigala, referred under section 4 (1) of the Industrial Disputes (Amendment) Acts, No. 25 of 1956, No. 14 of 1957 and No. 62 of 1957, for settlement by arbitration, is hereby published in terms of section 18 (1) of the said Act.

N. L. ABBYWIARA,
Deputy Commissioner of Labour.

Department of Labour,
Colombo 3, 9th March, 1960.

In the matter of an industrial dispute

between

The Democratic Workers' Congress, No. 213/2, Main Street
Colombo 11

and

The Superintendent of Twickenham Estate, Amitirigala.

No. W. 105/1040

THE AWARD

By his Order made under section 4 (1) of the Industrial Disputes Act, No. 43 of 1950, dated October 23, 1959, the Honourable the Minister of Labour referred to me an industrial dispute between The Democratic Workers' Congress, No. 213/2, Main Street, Colombo 11, and the Superintendent of Twickenham Estate, Amitirigala, for settlement by arbitration. According to the statement of the Deputy Commissioner of Labour which accompanied the Minister's Order, the matter in dispute between the above-named parties is whether the non-employment of the undermentioned three employees is justified and to what relief each of them is entitled:—

1. Carolis Singho,
2. Rosalin Nona, and
3. Balin Nona.

2 My inquiry commenced on 4th January, and was continued on 23rd February, 1960. When the inquiry was taken up on the 24th instant I advised the parties to come to a settlement purely to avoid the inconvenience and expense involved to

both parties, and adjourned inquiry for a few minutes to enable them to have discussions amongst themselves. On resumption I was informed that they had settled the matter amongst themselves on the following terms:—

1. Carolis Singho, Rosalin Nona and Balin Nona agree to leave the estate, on or before 15th March, 1960.
2. The Superintendent of Twickenham Estate, Amitirigala, agrees to deposit a sum of rupees four hundred and fifty (Rs. 450) with the Assistant Commissioner of Labour, Avissawella, to be paid to the three workers concerned, after they leave the estate."
3. I consider the above terms of settlement just and equitable and make my award accordingly.

S. B. YATAWARA,
Arbitrator.

Dated at Colombo this 29th day of February, 1960.

THE INDUSTRIAL DISPUTES ACT, No. 43 OF 1950

THE Award transmitted to the Commissioner of Labour by the Industrial Court constituted for the purpose of settling the industrial dispute between the Ceylon Mercantile Union and the All-Ceylon Spinning and Weaving Mill Workers' Union, on the one part and the Wellawatte Spinning and Weaving Mills Limited, Colombo 6, on the other part, which was referred by Order dated August 13, 1959, made under section 4 (2) of the Industrial Disputes Act, No. 43 of 1950, and published in *Ceylon Government Gazette* No. 11,836, dated August 21, 1959, for settlement by an Industrial Court, is hereby published in terms of section 25 (1) of the said Act.

N. L. ABEYWIRA,
Deputy Commissioner of Labour.

Department of Labour,
Colombo 3, 9th March, 1960.

Industrial Court at Colombo

No. I. D. 217

In the matter of an industrial dispute
between

(i) The Ceylon Mercantile Union, No. 22-1/3,
Baillie Street, Colombo 1

and

(ii) The All-Ceylon Spinning and Weaving Mill
Workers' Union, No. 457, Havelock Road, Colombo 6

on the one part

and

The Wellawatte Spinning and Weaving Mills, Limited,
No. 320, Havelock Road Colombo 6

on the other part.

THE AWARD

This is an award under section 24 of the Industrial Disputes Act, No. 43 of 1950. It relates to an industrial dispute between (i) The Ceylon Mercantile Union, No. 22-1/3, Baillie Street, Colombo 1, (hereinafter referred to as "Mercantile Union") and (ii) The All-Ceylon Spinning and Weaving Mill Workers' Union, No. 457, Havelock Road, Colombo 6, (hereinafter referred to as "the Workers' Union") on the one part, and the Wellawatte Spinning and Weaving Mills, Limited, No. 320, Havelock Road, Colombo 6, (hereinafter referred to as "the Company") on the other part.

2. The Honourable the Minister of Labour, by his Order made under section 4 (2) of the aforesaid Act on 13.8.1959, referred to me for settlement an industrial dispute between the above-named parties. According to the statement of the Deputy Commissioner of Labour which accompanied the Minister's Order, the industrial dispute between the parties refers to "the bonus payable to the employees in respect of the financial year ended 30th June, 1958."

3. When the inquiry was taken up on 10.11.1959, after the preliminary inquiry on 2.10.1959, Mr. Edmund Samarakkody with Mr. R. Saravanabagavan appeared for the Workers' Union. Messrs. W. D. Dharmasena, D. M. Piyasena and Dalpadado, representatives of this Union were also present. Mr. P. B. Tampoe, the General Secretary of the Ceylon Mercantile Union, appeared for that Union. Mr. M. S. Peris,

a representative of the branch union in the Company, was also present. Mr. G. G. Ponnambalam, Q. C., with Mr. Advocate Vernon Wijetunga, instructed by Messrs. Julius & Creasy, appeared for the Company.

4. Mr. Samarakkody in opening the case for the Workers' Union stated that the bonus the workers received prior to the year ended June, 1958, was three months' basic wages on the average basic wages earned for the relevant year. He said: "That amount was reduced by 1½ months' basic wages. Our position is that we have been in receipt of this bonus calculated on three months' basic wages, over a long period of time, to be precise, from 1942. During the first two years the bonus paid was two months' basic wages. From 1944 we received three months' basic wages; it continued up to 1954. There was a change in 1954; there was a prolonged strike in 1954, which lasted for 42 days. Even in that year we received two months' basic wages; there was a reduction of one month. Thereafter, the old practice continued right up to June, 1959. It is correct that that express terms and conditions of employment are as in a series of agreements between ourselves and the management. Our position is that this was an implied term of contract and service and that it was a regular payment over a number of years. It is true that in June this year a bonus was paid, but the dispute is not with regard to a bonus, but to the bonus that was paid. That is roughly the history of the matter"

Mr. Tampoe, for the Ceylon Mercantile Union, stated: "With regard to the claim, it arose out of the reduction of what was being regularly paid as bonus by the company over a period of years" In this company there is nothing to show that some absolutely unavoidable situation has arisen whereby what has been an established practice must now be varied, whether it is conceded by them as being an implied term of employment or not." Mr. Tampoe went on to say: "The fact that wages are a term of employment will not weigh with the question of whether the wage cut should be permitted or not..... The fact that we regard it as an implied term of employment whereas they regard it as a matter solely at their discretion is not the real issue. The real issue is that we have been getting for several years together these payments at certain definite festivals during the year, in addition to various other types of remuneration which we have been getting from the company. This year at one of these festivals they announced that they are going to give us half month's basic wage." Continuing, Mr. Tampoe said: "A company has substantial profits; those are considerably reduced from the shareholders' point of view by the extent of the taxation and on the intensity of the taxation. I would submit that that would be by no means an acceptable argument before an Industrial Court for any reduction in the normal remuneration of the workers and by whatever name the company seeks to call this bonus, I would ask the Court to hold as a fact that for years together these three payments, during these festive periods, were paid as part of the normal remuneration of the workers and the clerical staff of that mill."

5. It would appear that the claim for a full bonus of three months' basic wages for the year ended 30th June, 1958, is based on the following arguments of the two Unions:—

1. That the payment of three months' basic wages as a bonus is an implied term of contract.
2. That the payment of three months' basic wages as a bonus is a customary payment and there is no necessity to vary the established practice.
3. That the payment of three months' basic wages as a bonus during the festival periods, viz., Christmas, Wesak and Deepavali respectively, is normal remuneration of the employees.

6. Mr. Ponnambalam, on behalf of the Company, took up the position that—

- (i) the payment of a bonus to employees is not an implied term of contract;
- (ii) there is no customary payment of a bonus at Wesak or at any other time;
- (iii) the terms and conditions of service of the staff make no provision for the payment of a bonus. Bonus is, therefore, not a normal remuneration of the employees.

Mr. Ponnambalam added that it was found necessary to reduce the bonus paid to the workers owing to the reason that the Board of Directors felt that the profits earned were not sufficient to grant a bonus of three months' basic wages. He also maintained that the granting of a bonus and the determination of the amount of the bonus were matters entirely at the discretion of the Company and its Board of Directors and, in fact, the amount of bonus authorised by the Board of Directors was fair and reasonable.

7. A reference to the award made in I. D. 145 and I. D. 155 (Messrs. Cargills (Ceylon) Ltd., Messrs. Millers (Ceylon) Ltd., and its employees) reveals that the case law in respect of the payment of bonuses has been discussed at length and certain

well defined principles have been established which have a bearing on this case. These guiding principles may be summed up as follows:—

“ Bonus ”, as the word implies, is generally an *ex-gratia* payment paid out of the bounty and good-will, at the pleasure of the employer, and an employee has no claim on it as a matter of right. This general rule is subject to certain exceptions—

One would be the case of the happening of a condition precedent like an employee passing a prescribed examination.

Another would be where wages fall short of the living standard and the employer makes a profit.

A third would be where by the joint contribution of capital and labour the employer makes huge profits.

A fourth would be where there is an agreement express or implied to pay a bonus.

8. On the above principles, the Unions' contention that the payment of the full bonus of three months' basic wages is an implied term of contract cannot be sustained. Moreover, notices issued by the company clearly show that the payment of a bonus has not been something automatic, but the Directors have applied their mind year after year to the question before they sanctioned payment. Mr. Ponnambalam referring to a typical notice issued by the Company said: “ In the notice published on 22nd December, 1954, where, after declaring a bonus of one month's basic wage for the year ended 1953-54, they go on to say ‘ Whether the company is in a position to pay any further bonuses for this period will be decided later when the accounts are finalised by the auditors. The workers, however, must remember that bonuses are not paid as a matter of course and can only be paid if the company earns sufficient profits to make fair provision for depreciation, etc., as our machinery is now old. It is therefore necessary for all workers to make a joint effort with the management to improve efficiency by regular attendance and not asking for holidays on the slightest pretext because every day the mill remains closed the chances of earning a bonus decrease. ’ ”

Mr. Ponnambalam then referred me to another typical notice and said: “ The next one is on 3rd May, 1955. It says that ‘ the Directors have sanctioned a second and final bonus for the year ending June 1954 ’ (not three bonuses) and they say that there will be no further bonus for that year. They go on to say this: ‘ It is not possible to express any view whether the directors will be able to declare any bonus in respect of the current year's trading ending 30th June, 1955 ’. It is also one month's bonus. In other words I would make the submission that it is quite clear that by implication, by the way in which those notices have been posted up, independent one of the other at three distinct dates, that there is no undertaking that when the first one is issued that the second one is going to be issued, and when the second one is issued that the third one is going to be issued. There is clear evidence that the management has kept it entirely to its discretion, having regard to the profits, and a number of other matters and anticipated commitments, whether they will pay a bonus. ”

Another notice read as follows: “ The directors wish to point out that bonuses are paid at their discretion and arise for consideration only if and when the profits of the company permit such consideration. There should be no assumption on the part of the workers that bonus is paid as a matter of custom. ” (Notice dated 2nd December, 1955).

9. Arising out of the principles already referred to, there are two matters to be examined from the employees' point of view, viz. (a) whether their wages fall short of living standards, and (b) whether the employer has made huge profits by the joint contribution of capital and labour.

Regarding (a), the mill employees are not paid below the statutory wage which is considered a fair wage. In fact they are paid more. Regarding (b), the financial statements do not reveal that huge profits have been made by the Company during the relevant year. The dividend declared to the shareholders has been 8 per centum on, what might be called, a speculative venture.

10. The Company has, therefore, proved beyond a shadow of doubt that the payment of a bonus is a matter which is at the sole discretion of the directors. The payment of a bonus is neither a customary payment, nor is it a part of the normal remuneration of the workers.

11. I have now to decide whether the discretion exercised by the directors has been exercised in a fair and equitable manner in accordance with the principles of social justice. On the evidence placed before me I cannot hold that the directors have not exercised their discretion in a fair equitable manner for the following reasons:—

1. The total pay packet of the employees was increased in February 1959 as a result of an agreement entered into between the Unions and the Company. (The impact of the revised wage bill on the cost of production is about 4½ lakhs of rupees. A bonus payment calculated at the rate of three months' basic wages

would come to about 50 per cent. of this. Thus it would be seen that the total remuneration of the employees has been increased by a considerable amount as they also received a reduced bonus of one and half months' basic wages).

2. The structure of the Company has undergone a complete change from a private company to a public company with small shareholders. The directors have to hold the scales evenly between the small shareholders and the employees. The dividend declared was only 8 per cent.

3. The notices issued every year clearly state that the payment of bonus would depend on the financial position of the Company and would be related to production and profits.

On a pro rata basis I consider that the reduced bonus plus the increased wages paid is commensurate with the production efforts of the employees.

12. I hold that the Board of Directors of the Company has exercised its discretion correctly regarding the payment of the bonus for the year ended 30th June, 1958, and that the reduction in the quantum of bonus is not unreasonable and unjustifiable.

13. During the proceedings of this inquiry all parties agreed that I should pay a surprise visit to the mills as there was a difference of opinion between the management and the employees over the question of the operation of looms. As a solution to this problem would be helpful to both parties, and with a view to bringing about industrial peace I inspected the mills on 10.2.1960 and was taken round the mills by Mr. A. A. Russel. Mr. D. M. Piyasena representing the Workers' Union and Mr. M. S. Peris representing the Meneantile Union also accompanied me. I was struck by the efficiency of both the workers and the management. It did appear to me, as an engineer, that with better understanding between the parties productivity can be increased considerably and the pay packets of the workers correspondingly increased without extra effort on the part of the workers. Four looms can be operated by a worker as is done in India and elsewhere as easily as operating two looms now, provided the machines are in good working condition and there are no irksome operations and delays due to frequent breakdown of machines. Mr. Samarakkody has expressed his willingness to ask the workers of his Union to work four looms provided the machines are in good condition. Mr. Russel is prepared to provide good machines and where such machines are provided the workers should work four looms instead of two as at present. The representatives of the two Unions who accompanied me saw no reason to refuse working of four looms under these conditions. Incentive payment for bigger production will be made by the management which undertook to afford further relief to the workers by removing a part of the extra work now undertaken by them. During this inspection I noticed that the mills were being modernised, section by section, and that new lines of manufacture were being introduced with the co-operation of the workers and the management. These mills play a vital role in the economy of the country. It is in the hands of the Unions and the management jointly to bring down the cost of living and give immediate relief to the people of the country. I do hope that with the introduction of schemes of rationalisation and efficiency both parties will better their positions and also serve the needs of the country. In this context I would request the Company to review its financial position with a view to granting the workers, if possible, half month's extra bonus making the total two months' bonus as against the three months' bonus claimed by the employees. A generous step like this will carry with it its own reward.

T. P. DE S. MUNASINGHE.

Dated at Colombo, this 7th day of March, 1960.

No. W. 105/1012.

THE INDUSTRIAL DISPUTES ACT, No. 43 OF 1950

THE Award transmitted to the Commissioner of Labour by the Arbitrator to whom the industrial dispute which had arisen between the Democratic Workers' Congress and the Superintendent of Silvaland Estate, Ratnapura, referred under section 3 (1) (d) of the Industrial Disputes Act, No. 43 of 1950, as amended by the Industrial Disputes (Amendment) Acts, No. 25 of 1956, No. 14 of 1957 and No. 62 of 1957, for settlement by arbitration, is hereby published in terms of Section 18 (1) of the said Act.

N. L. ABEYWIRA,
Deputy Commissioner of Labour.

Department of Labour,
Colombo 3, 9th March, 1960.

In the matter of an industrial dispute
between

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

and

The Superintendent of Silverland Estate, Gallella, Ratnapura
No. W. 105/1012

This is an Award under section 17 of the Industrial Disputes Act, No. 43 of 1950. It relates to an industrial dispute between the Democratic Workers' Congress of 213/2, Main Street, Colombo 11, and the Superintendent of Silverland Estate, Gallella, Ratnapura.

2. By his Order made under section 3 (1) (d) of the aforesaid Act, the Acting Deputy Commissioner of Labour referred to me on 28th July, 1959, the industrial dispute between the parties aforementioned. The dispute between the parties refer to the non-employment of H. V. Siripala, Kangany, as Supervisory Kangany.

3. On the 3rd date of inquiry (i.e., 25th November, 1959), the dispute was settled on the following terms:—

"The Superintendent of Silverland Estate agrees to pay H. V. Siripala a sum of Rs. 175 (Rupees one hundred and seventy-five) as an *ex-gratia* payment in settlement of all his claims against the estate; payment to be made through the Assistant Commissioner of Labour, Ratnapura, on or before 30th November, 1959."

4. I consider the above-mentioned terms of settlement just and equitable and make Award accordingly.

HERBERT S. ROBERTS,
Arbitrator.

Dated at Colombo, this 29th day of February, 1960.

THE MOTOR TRANSPORT ACT, No. 48 OF 1957

Order under Section 21 (4)

BY virtue of the powers vested in me by sub-section (4) of section 21 of the Motor Transport Act, No. 48 of 1957, I, Chandradasa Wijesinghe, Minister of Nationalised Services and Shipping, do by this Order de-requisition with effect from April 1, 1960, the immovable property specified in the Schedule hereto.

C. WIJESINGHE,
Minister of Nationalised Services and
Shipping.

Colombo, March 14, 1960.

SCHEDULE

Property	Location and other particulars
1. Property used by Colombo Omnibus Co. Ltd.:—	
Bare land (no name), in extent approximately one rood.	Part of property bearing assessment No. 188, Cotta Road. Bounded on the north by main road. Bounded on the east, south and west by remaining portion of the same land. Situated within the Municipal Council limits of Colombo.

FORM 4A

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

NOTICE UNDER SECTION 10 OF THE ACT

I, Alfred Edwin Gogerly Moragoda, Commissioner for the Registration of Indian and Pakistani Residents, do hereby give notice under section 10 of the Indian and Pakistani Residents (Citizenship) Act, No. 3 of 1949, that I shall make order allowing each such application under sub-section (1) of section 4 of the Act as is specified in the Schedule hereto unless any

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

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

A. E. GOGERLY MORAGODA,
Commissioner for the Registration of Indian
and Pakistani Residents.

Colombo, 14th March, 1960.

SCHEDULE

Number and Date of Application	Name and Address of Applicant for Registration as a Citizen of Ceylon
C. 6361—3.8.51	... Muthuwappa Mohamed Osman, 79, Keyzer Street, P. O. Box 348, Colombo 11
Y. 7632/C.—19.11.50	... Periyannan Padmanaban, 297/1, Skinners Road North, Colombo 13
D. 2727—4.7.51	... Awanna Kana Mohideen, 12, Fisher's Lane, Colombo 11
I. 1510—9.5.51	... Veerappan Nadesan, Greenwood Estate, Nawalapitiya
L. 6915—24.5.51	... Mangan Manickam, Upper Division, Graighead Estate, Nawalapitiya
CC. 3022—1.7.51	... Muthukrishnan Perumal, Ruwanwella Estate, Ruwanwella,
CC. 4357—29.7.51	... Ramasamy Velaidam, Rosyth Estate, Kegalle
OC. 7396—5.7.51	... Narayanan Vengadasalam, No. 4 Division, Etnawala Estate, Warakapola
DD. 933—30.6.51	... Madasamy Pitchay, Maldeniya Estate, Dehiowita
DD. 2379—14.7.51	... Wadamala Sellappen, Wallangalla Estate, Gettahetta
DD. 7459—31.7.51	... Pappy Johanna Joy alias Daniel, Punugala Division, Halgolle Group, Yatiyantota
DD. 7491—31.7.51	... Johanna Kuttan, Poonugale Division, Halgolla Group, Yatiyantota
DD. 7495—31.7.51	... Narasappan Varatharaj, Poonugale Division, Halgolla Group, Yatiyantota
DD. 7541—31.7.51	... Subramanian Mahalingam, Poonugala Division, Halgolla Group, Yatiyantota
DD. 8213—22.7.51	... Kuppan Karuppan, Nahalma Estate, Dehiowita
DD. 8470—8.7.51	... Anamalai Theivanai, Wewaltalawa Division, Halgolla Group, Yatiyantota

FORM 4B

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

NOTICE UNDER SECTION 10 OF THE ACT

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

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

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

A. E. Gogerly Moragoda,
Commissioner for the Registration of
Indian and Pakistani Residents.
Colombo, 14th March, 1960.

SCHEDULE

Number and Date of Application	Name and Address of Applicant for Registration as a Citizen of Ceylon	Name and relationship to applicant of each person whose registration as a citizen of Ceylon applicant seeks to procure simultaneously with applicant's registration as a citizen of Ceylon
C 8333—6.8.51	... Pidelis Simon, 33/21, Kochchikade Street, Colombo 13	Bilgeria Ammal (wife)
C 9204—6.8.51	... Moses, s/o Suppen, 180/29, Bandaranaike Mawatha, Colombo	Vally Mariyal (wife), Daniel (son)
C 9231—6.8.51	... Palany Sellamuthu Easperan, 153, Municipal Line, Jampettah Street, Neunham Square, Kochchikade, Colombo	Mariyammal (wife)
W 6803/G/C—29.7.51	... Izekiel Raj Peter, 331, Layards Broadway, Colombo	Winfred Jeyakumar (son), Christina Priamani (daughter)
I 849—2.3.51	... Pootchey Athamal, Bowhill Estate, Kotmale	Karuppiyah Ramanathan (son)
I 1554—9.5.51	... Muthaiahthevar Periasamy, Greenwood Estate, Nawalapitiya	Karuppaie (wife), Velleyamma (daughter), Perianachi (daughter), Sinna Perianachi alias Perianachi (daughter), Muthaiah (son), Panchavarnam (daughter), Alagarsamy (son), Rajaletchimy (daughter)
I 1767—17.5.51	... Periaswamy Ondimuthu, P. D. O., C. G. R., Nawalapitiya	Mariaie (wife)
I 7093—3.8.51	... Narayanam Somu alias Somasuntheram, No. 44/6, Mahakumbura, Nawalapitiya	Sockammal (wife), Alagiah alias Vijayan alias Visayan (son), Kathiresan (son), Muthuleetchimy (daughter), Sandrasekaram alias Chandrasekara (son)
CC 5107/I—30.7.51	... Perianen Ramasamy, Nagastenne Group, Dolosbage	Thailamay (wife), Vivegasamy (son), Pathmawathy (daughter), Wijeletchimy (daughter), Ponnammah (daughter)
CC 5130/I—30.7.51	... Perumal Sinniah, Nagastenne Group, Dolosbage	Varathamma (wife), Govindasamy (son), Angamma alias Thevanai (daughter), Jeyaraman (son), Krishnavenie (daughter)
CC 5136/I—30.7.51	... Periyannen Sellamuthu, Nagastenne Group, Dolosbage	Seerangaie (wife), Palaniyammal alias Parwathy (daughter), Periannan (son), Theivanai (daughter)
N 3173/CC/I—5.10.50	... Andyappan Nagammal alias Ponnamma, Onankande Estate, Dedugalla	Govindaraj Thomas Raj (son)
N 8203/CC/I—23.7.51	... Karuppiyah Ramiah, Kellie Group, Dolosbage	Valliyammai alias Vallimail (wife), Karupiah (son), Thevasigamani (son), Rajamoney (son)
L 929—12.12.50	... Periyannan Ponnusamy, Barnagalla Estate, Nawalapitiya	Suppammah (wife), Veeriah (son), Meenal alias Meenamamah (daughter), Seenivasan (son)
L 1823—18.1.51	... Muthuveeran Alagu, Ambalawa Estate, Gampola	Sinnammal (wife), Parwathie (daughter)
L 2910 29.3.51	... Selliah Sabapathy, Dartry Division, Dartry Group, Gampola	Sellam (wife), Paramaswary (daughter), Shanmugam (son), Velaithem (son), Nadaraja (son)
L 3938—5.6.51	... Nagalingam, s/o Muthuraku, 6, Station Road, Gampola	Saraswathie (wife)
L 4083—5.6.51	... Marimuthu Ratnam, Mariawatte Estate, Gampola	Sonatchy (wife), Packiam alias Papathy (daughter)
L 6435—22.6.51	... Ramasamy Muthiah, Fonsekawatte Estate, Gampolawatta, Gampola	Poochie (wife), Mariaie (daughter)
P 3061—4.11.50	... Ramasamy Raju, Derryclare Estate, Kotagala	Poochiyammal (wife), Sundaraj alias Sangale (son), Saraswathie (daughter)
T 180—3.3.51	... Muniakkavundan Arumugam alias Soosai, Paliperumal Kaddu, Mantai Division, Uyilankulam	Sinnama alias Thailammai (wife), Ramaie (daughter), Anthonyal (daughter)
T 816—12.7.51	... Vellasamy Jesathasan, Pettah, Mannar	Sebastiamma alias Elizabeth (wife), Anthonipillai (son), Philomena Jogawathy (daughter), James Cruz (son)
U 312/T—15.12.50	... Rengasamy Kanniah, Gang No. 1, C. G. R., Murunkan	Meenachie (wife), Ramasamy (son), Packiam (daughter), Theivanai (daughter), Valliammah (daughter)
W 2145—5.5.51	... Vetriappan Karmegam, Rossett Division, Demodera Group, Demodera	Sellamma (wife), Puwaneshwary (daughter), Annapooranam (daughter), Ramamoorthy alias Ramathilagam (son), Rajeswary (daughter), Krishnamoorthy (son)
W 5023—15.6.51	... Meiyen Adaickalam alias Aravan, Koothan Estate, Gowerawela, Demodera	Ponnammah (wife), Perumal alias Shunmuganathan (son), Kadiraie alias Annakily (daughter), Meialagan (son), Parameswari (daughter)
W 111/Y/BB/Y/W—31.12.50	... Sindan Palaniandy Kathamuthu, Rye Estate, Balangoda	Sivanammal (wife), Kadiravel (son), Ponnambalam (son)
Y 7273—23.7.51	... Mooken S. Mooken, Cullen Estate, Badulla	Kamatchy (wife)
O 7777/Q/Y—1.8.51	... Sathen Karupiah, Sarnia Group, Badulla	Thangamma (wife), Jothy Ranie (daughter), Thilago Rani (daughter)
Y 1499/W/Y—31.12.50	... Periyasamy Rasoo, Anugurumaly Division, Unugala Group, Hali-Ela	Muthama (wife), Nagalingen (son), Poongawanam (daughter), Seenivasagam (son), Selvaraj (son)

Number and Date of Application	Name and Address of Applicant for Registration as a Citizen of Ceylon	Name and relationship to applicant of each person whose registration as a citizen of Ceylon applicant seeks to procure simultaneously with applicant's registration as a citizen of Ceylon
Y 1520/W/Y—30.11.50	Arockiam Sawariappan, Unugala Division, Unugala Group, Hali-Ela	Siluvai (wife), Anthony (son), Arulappan (son), Michael (son)
Y 1660/W/Y—28.12.50	Muthusamy Sinnan, Angurumaly Division, Unugala Group, Hali-Ela	Pappu (wife)
W 866/Y/W/Y—31.12.50	Anthony Arockiam, Moragolla Division, Unugala Group, Hali-Ela	Soosaiyamma <i>alias</i> Maria Arockiam (wife), Rasamma (daughter)
CC 3367—18.6.51	Cadiravel Muthu, Kiriporuwa Group, Yatiyantota	Palaniaie (wife), Ramiah (step-son)
CC 3781—28.7.51	A. Alagirisamy Alagu-Arunasalam, Ambalakanda Bazaar, Aranayaka	Letchimi (wife)
CC 4111—22.7.51	Arumugam Nadeson, Debatgama Group, Arana-yaka	Thailamma (wife), Sundaram (daughter), Mee-nammal <i>alias</i> Amurtham (daughter), Rasamma (daughter), Bala Ramen (son)
CC 4935—1.8.51	Narayana Konar Israel, Hinwerella Estate, Mawanella	Emaliammal (wife), Puspa Ranjitha Pali (daughter), Rita Javamoney <i>alias</i> Yomoni Rita (daughter)
CC 5849—16.6.51	Maruthamuthu Angamuthu, Niyadurupola, Palle-gama Group, Warakapola	Sinnapillai (wife), Theivanai <i>alias</i> Muniamma (daughter), Alagammah <i>alias</i> Segapaie (daugh-ter), Marie <i>alias</i> Maraie (daughter), Valliamma (daughter), Thangavel <i>alias</i> Veloo (son), Sellama <i>alias</i> Sollamma (daughter)
CC 6254—18.6.51	Sevandy Sannasy, Ambadeniya Group, Arana-yaka	Peramaie (wife), Marimuthu (son), Mariaie (daughter), Nagamma (daughter), Anjalay (daughter), Arumugam (son), Elumalai (son)
CC 6268—18.6.51	Kadaveloo Sandanam, Gevilipitiya Division, Ambadeniya Group, Aranayaka	Pappu (wife), Muniappan (son), Vellayamma (daughter), Dhanawathy (daughter)
CC 6799—18.6.51	Pambayan Sinniah, Narangalla Estate, Arana-yaka	Alagamma (wife), Sathivale (son), Visvanathan (son), Rajeswarie (daughter), Ponnalago (daughter), Pathmawathy (daughter)
CC 7083—16.6.51	Ramasamy Thirumalai, Karandapona Estate, Kegalla	Pappathy (wife), Balakrishnan (son)
CC 7287—18.6.51	Sandanam, ww/o Rayappan Savarimuthu, No. 4 Division, Ambampitiya Estate, Ambampitiya	Anthony (son)
CC 7683—18.7.51	Yegan Ramalingam, Diwela Estate, Hettimulla	Thevanai (wife), Perumal (son), Krishnasamy (son)
CC 7965—3.8.51	Palany Iyakannu, Orange Grove Group, Polgaha-wela	Packiam (wife), Muni Amma (step-daughter), Selembhay (daughter), Murugiah (son), Push-paranee (daughter)
F 3601/H/CC—26.6.51	Periacaruppen Selambaram, Madeniya Group, Warakapola	Sevanaie (wife), Jeyaram (son), Pathmanathan (son), Devakie (daughter)
DD 1513/CC—24.12.50	Ramasamy Mookan, Kelani Estate, Yatiyantota	Alagamma (wife), Muthu Letchimie (daughter), Karupae (daughter), Perumal (son), Ruck-manie (daughter)
DD 2583/CC—8.7.51	Sithamparam Angamuthu, Mipitiakande Estate, Kiriporuwa Group, Yatiyantota	Nallammah (wife), Rasamah (daughter)
DD 793—4.7.51	Ponniiah Narayanan, Halgolle Division, Halgolla Group, Yatiyantota	Pakkiam (wife), Ramiah (son), Murugiah (son), Letchimy (daughter), Angamma (daughter)
DD 1063—29.5.51	Sinnasamy Patchamuthu, Panawatte Group, Yatiyantota	Peramaie (wife), Murugaie (daughter), Meenal-kodi (daughter), Kumaravelu (son)
DD 1066—29.5.51	Sandanam Ponniiah, Panawatte Group, Yatiyan-tota	Periakka (daughter), Kanapathy <i>alias</i> Magamuni (son), Vembadi (son), Kandiah <i>alias</i> Mari-muthu (son)
DD 1080—29.5.51	Marimuthu Palaniappen, Panawatte Group, Yatiyantota	Mookiah (son)
DD 1600—29.5.51	Sinnasamy Rakkan, Panawatte Group, Yatiyan-tota	Valliammal (wife), Chandrasegar (son), Seeda (daughter), Sarojani (daughter)
DD 1651—29.5.51	Andy Sinnamuthu, No. 1 Division, Panawatte Group, Yatiyantota	Ramaie (wife), Ganesan <i>alias</i> Kanapathy (son), Kamaladevi (daughter), Krishnan (son), Maga-sethi (daughter)
DD 1989—18.6.51	Kalimuthu Veloo, Hatnagalla Estate, Panawela	Araie (wife), Jayaletchimee (daughter), Cogulambo (daughter), Rajeswari (daughter)
DD 2032—18.6.51	Nachundo Sandanam, Yogama Group, Dehiowita	Seerangaie (wife), Muthukrishnian <i>alias</i> Gobala-kitnam (son), Rajamma <i>alias</i> Parameswari (daughter), Nagamma (daughter)
DD 2033—18.6.51	Veerappan Caruppiyah, Hatanagala Estate, Pana-wala	Thailamma (wife), Veerappan (son), Kanniamma (daughter), Ratnam (son), Malayappan <i>alias</i> Malacolandu (son), Kitnamal (daughter), Mani-ckam <i>alias</i> Wairaperumal (son)
DD 2256—16.7.51	Periyapaiyan Annamalai, Heningford Group, Parakaduwa	Mariaie (wife), Sivapakkiam (daughter), Perumal (son), Sivahanyamma (daughter)
DD 2685—14.7.51	Kitnasamy Angammah, ww/o Narayanasamy Nallusamy, Ingoya Estate, Kitulgala	Narayana (son), Alamale <i>alias</i> Angamma (daugh-ter)
DD 3464—22.7.51	Annamalai Subramaniam, Eila Estate, Yatiyan-tota	Karuppaie (wife), Selladurai (son), Caruppiyah (son), Nadarajah (son)
DD 3536—14.7.51	Ammawasi Arumugam, Upper Division, Degalessa Group, Yatiyantota	Periamma (wife), Marimuthu (son)
DD 3596—10.7.51	Sellamuthu Massy, Middle Division, Degalessa Group, Yatiyantota	Palaniaie (wife), Ramiah <i>alias</i> Karuppiyah (son), Selladurai (son), Sellambaram (son), Kan-gamma (daughter)
DD 3881—15.7.51	Palaniandy Subramaniam, Pambagama Estate, Parakaduwa	Palaniandy (son), Letchimy (daughter), Meenatchi (daughter), Araie <i>alias</i> Sevannammah (daughter), Pushpam (daughter)
DD 4205—31.7.51	Rengasamy Selliah, Mipitikanda Estate, Yatiyan-tota	Alagi (wife), Supparamaniam (son), Sanmugam (son), Suppu Letchimie (daughter)

Number and Date of Application	Name and Address of Applicant for Registration as a Citizen of Ceylon	Name and relationship to applicant of each person whose registration as a citizen of Ceylon applicant seeks to procure simultaneously with applicant's registration as a citizen of Ceylon
DD 4235—31.7.51	... M. S. Periannan, Woodland Estate, Dehiowita	Erulaie (wife), Kanesan (son)
DD 4494—3.8.51	... Muthu, s/o Andy, Glassel Estate, Dehiowita	Sinnapillai (wife), Kandiah (son), Ponniah (son), Nallammal (daughter), Karliammal (daughter), Adakkammal (daughter)
DD 4497—3.8.51	... Raman, s/o Suppiah, Glassel Estate, Dehiowita	Periakka (wife), Suppiah (son), Muthusamy (son), Valliamma (daughter), Rasaletchiamamma (daughter), Selvaranee (daughter)
DD 4601—1.7.51	... Muthannanservai Arumugam, Kosghakanda Division, Maliboda Group, Maliboda	Sellamma (wife), Irulaie <i>alias</i> Selvam (daughter)
DD 5591—31.7.51	... Perumal Sinniah, Degalassa Estate, Lower Division, Yatiyantota	Sevanaie (wife)
DD 5608—18.6.51	... Avada Perumal, Kitulgala Division, Konagama Estate, Kitulgala	Pottu (wife), Jayagodi <i>alias</i> Ambicapathie (daughter), Sarowasa <i>alias</i> Saroja (daughter), Ganesan (son)
DD 5672—28.7.51	... Periyaperumal Madasamy, Digalla Estate, Sapumalkanda Group, Dehiowita	Patchi (wife), Muniandy <i>alias</i> Velusamy (son), Sodalay <i>alias</i> Rasiyah (son), Madasamy <i>alias</i> Rajagopal (son)
DD 5753—1.7.51	... Adaikan Karuppiyah, Ullswater Estate, Yatiyantota	Letchumy (wife), Sivanammah (daughter)
DD 5887—4.8.51	... David Savarimuthu Appavoo Ingoya Group, Mudumana Division, Kitulgala	Anne Mary (wife), Asirwatham (son), Sandanamarie (daughter), Gnanasoundari (daughter), Lo-urdumari (daughter), Nambica (daughter)
DD 6577—31.7.51	... Vellasamy Mamundy, Malalpolu Division, Halgolla Group, Yatiyantota	Thievane (daughter)
DD 6645—5.7.51	... Murugan Vallasamy, Malalpolu Division, Halgolla Group, Yatiyantota	Suppamma (wife)
DD 6779—8.7.51	... Veeracoundan Muthiah, Weweltalawa Division, Halgolle Group, Yatiyantota	Sinna Nagamma (wife), Rasamma (daughter)
DD 6831—8.7.51	... Kandasamy Munian, Weweltalawa Division, Halgolle Group, Yatiyantota	Thangapoo (wife), Kandasamy (son), Perumal (son), Govindamma (daughter)
DD 6856—8.7.51	... Sinnasamy Ramasamy, Weweltalawa Division, Halgolle Group, Yatiyantota	Marudai (wife), Supramaniam (son)
DD 7278—29.7.51	... Sangaralingam Doraisamy, Udabagi Estate, Deraniyagala	Pappoo (wife), Selladurai <i>alias</i> Manevail (son), Sellamma (daughter), Poomanie (daughter), Jayaweeran (son), Rajapillai <i>alias</i> Rajapopathy (daughter), Nadar (son)
DD 7364—29.7.51	... Ramasamy Muthusamy, 405 Acre Division, Udabage Estate, Deraniyagala	Govindama (wife), Kanapathy Pillai (son)
DD 7432—31.7.51	... Veratham Sinna Arumugam, Poonugala Estate, Yatiyantota	Lingi (wife), Parwathy <i>alias</i> Narasamma (daughter)
DD 7450—31.7.51	... Kochchikunji Pappi, Poonugalle Estate, Yatiyantota	Susamma (wife), Muthu Daniel <i>alias</i> Muthu (son), Solomi Kunjamma <i>alias</i> Salomi (daughter), Thangachan <i>alias</i> Johni (son), Rachel (daughter), Elsie (daughter), Yesumathie (daughter)
DD 7682—1.7.51	... Ramasamy Muthusamy <i>alias</i> Muthuwa, Clunes Estate, Upper Division, Dehiowita	Sellamma (wife), Periyakka (daughter)
DD 7712—1.7.51	... Adikkan Palaniandy, Clunes Estate, Dehiowita	Sockaie (wife), Marimuthu (son), Supramaniam (son)
DD 7869—28.7.51	... Madasamy Pitchaimuthu, Eheliyagoda Group, Eheliyagoda	Kaliama (wife), Kanniamma (daughter), Subramaniam (son)
DD 7969—28.7.51	... Sinna Aravan <i>alias</i> Musala Aravan Vellu, Eheliyagoda Group, Eheliyagoda	Kathiraie (wife), Murugiah (son), Velamah <i>alias</i> Kamaleswari (daughter), Palasundaram (son), Arulananda Raja (son)
DD 8507—16.6.51	... Vellayan Ramasamy, Dangampola Estate, Dehiowita	Sandanam (wife), Letchumy (daughter), Parwathy (daughter), Thambiah <i>alias</i> Karuppiyah (son), Sevan Pillai (son)
DD 8578—28.7.51	... Sinna Kavundan Muthusamy, Paladeniya Estate, Deraniyagala	Kandiah <i>alias</i> Sundaralingam (son), Thanaletchmie <i>alias</i> Subbamah (daughter), Mailvaganam <i>alias</i> Murugesu (son), Selvaratnam (son)
D 387/DD—22.3.51	... Marathamuthu Sinnasamy, c/o Superintendent, Malawassa Estate, Dehiowita	Letchimie (wife)
I 723/DD—21.3.51	... K. S. Paramanatham Paul, Halgolla Group, Yatiyantota	A. R. Anna Mary (wife), Selvaranee (daughter), Jeyam (daughter)
CC 2057/DD—3.7.51	... John Simeon Amirtharaj, Weweltalawa Division, Halgolle Group, Yatiyantota	Mary <i>alias</i> Marial Selvam (wife)
CC 3649/DD—18.6.51	... Narayanan Ramasamy, Polatagama Estate, Yatiyantota	Carpaie (wife), Waithurai <i>alias</i> Arumogan (son), Superamaniam (son), Ramasundaram <i>alias</i> Ramachandran (son), Paramasamy (son)
CC 3682/DD—18.6.51	... Perumal Selliah, Palatagama Estate, Yatiyantota	Suppiah (son), Camatchy (daughter), Valliammai (daughter), Kamalam <i>alias</i> Alamale (daughter), Sivapackiyam (daughter)
CC 7271/DD—4.8.51	... Arulanthu Anthony Michial, Velituduwa Group, Kitulgala	Arulaie (wife), Anthoniamma Mary (daughter), Michael (son), Maria Philomena (daughter), Mary Margaret (daughter), Arulandu Francis Stanislaus (son), Terese Veronica (daughter), Benedict Benjamin (son), Clara Vinoidini Victoria (daughter)
CC 7515/DD—4.8.51	... Veeramalai Periyannan, Velituduwa Estate, Kitulgala	Mariaie (wife), Kamatchy (daughter), Letchimie (daughter)
W 871/Y/W/Y—31.12.50	Suppan Sandanam, Moragolla Division, Unugala Group, Hali-Ela	Theivanay (wife), Perumal <i>alias</i> Ramasamy (son), Ramiah (son), Peramaie <i>alias</i> Kamatchy (daughter), Letchumanan (son), Shanmuganathan (son), Sevannakka (daughter), Marudaie (daughter)

Miscellaneous Departmental Notices

My No. Pvs 1527/CP.

G/PARAMANANDA VIDYALAYA, GALWADU-GODA, GALLE

COMPANIES ORDINANCE, No. 51 OF 1938

Change of Management

Notice under Section 227 (4) of Dissolution of The Cement Marketing Company of Ceylon Limited

UNDER the provisions of section 31 (3) of Ordinance No. 31 of 1939, it is hereby notified for the information of the General Public that Mr. W. A. Walis de Silva of Wakwella Road, Galle, is appointed Manager of the above school with effect from 14.2.1960 relieving the Education Officer, S. P., Galle, who was temporarily functioning as Manager.

MEMBERS' VOLUNTARY WINDING-UP

WHEREAS the return of Final Winding-up Meeting along with a copy of the Liquidator's Account of The Cement Marketing Company of Ceylon Limited, in liquidation, has been received and registered on 10th March, 1960.

Take notice that at the expiration of three months from the said date, the Cement Marketing Company of Ceylon Limited, shall be deemed to be dissolved under the provisions of section 227 (4) of the Companies Ordinance, No. 51 of 1938.

S. F. DE SILVA,
Director of Education.

Education Department,
Malay Street,
Colombo 2, 7th March, 1960.

W. M. SELLAYAH,
Registrar of Companies.

KU/KURUNDUKUMBURA B. M. S.

Department of the Registrar of Companies,
Block 5, Echelon Square,
Colombo, 10th March, 1960.

NOTICE is hereby given that an application has been received from the General Manager, Ceylon Buddhist Educational Society Ltd., 159, Kotahena Street, Kotahena, for the provisional registration of the above school situated at Kurundukumbura, in the Kurunegala District of the North-Western Province, as a grant-in-aid school.

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

S. F. DE SILVA,
Director of Education.

ASJ 4798.
Education Department,
Malay Street,
Colombo 2, 5th March, 1960.

NOTICE is hereby given that the area declared infected in Rayigam Korale Divisional Revenue Officer's Division in Kalutara District of the 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. 12,002 of December 11, 1959, is free of foot and mouth disease, and is no longer an "INFECTED AREA".

This declaration shall take effect from the date hereof.

ARYADASA AMARASINGHE,
Chief Government Veterinary Surgeon.

Office of the Chief Government Veterinary Surgeon,
Peradeniya, 8.3.1960.

MR/ISSADEEN TOWN SINHALA MIXED SCHOOL

NOTICE is hereby given that an application has been received from the General Manager, International Educational Society Limited, Issadeen Town, Matara, for the provisional registration of the above school, situated at Issadeen Town in the Matara District of the Southern Province, as a grant-in-aid school.

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

S. F. DE SILVA,
Director of Education.

ASE/3617,
Education Department,
Malay Street,
Colombo 2, 7th March, 1960.

PROCLAMATION

WHEREAS "Foot and Mouth" disease has broken out among cattle in Radella Wasama in the Divisional Revenue Officer's Division of Nawadun in Ratnapura District of the Sabaragamuwa Province, I, Aryadasa Amarasinghe, Chief Government Veterinary Surgeon, by virtue of the powers vested in me under the Contagious Diseases (Animals) Ordinance (Amendment) Act, No. 33 of 1957, and in terms of section 4, sub-section (1) of the said Ordinance (Chapter 327), do hereby declare an "INFECTED AREA" the area bounded on—

North by—Porocella, Kaluganga and Millawitiya.

South by—Ellapatha Wasama.

East by—Pothgul Kanda.

West by—Dellaboda Wasama and Ellapatha Wasama.

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

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

This declaration shall take effect from the date hereof.

ARYADASA AMARASINGHE,
Chief Government Veterinary Surgeon.

Office of the Chief Government Veterinary Surgeon,
Peradeniya, 8.3.1960.

C/DELGODA KALYANIPRADIPA PIRIVENA

IT is hereby notified for the information of the general public that an application has been received from the Manager of the above-named Pirivena situated at Delgoda in the Colombo District of the Western Province for registering it as a grant-in-aid Pirivena.

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

S. F. DE SILVA,
Director of Education.

Education Department,
Malay Street,
Colombo 2, 8th March, 1960.

MT/NICKAGOLLA (CC) T. M. SCHOOL—CLOSURE OF SCHOOL

NOTICE is hereby given for the information of the General Public that the above school at Nickagolla in the Matale District of the Central Province and under the Management of the General Manager, Church of Ceylon Schools, C. P., Soysakelle Road, Nawalapitiya, has been closed down with effect from 31.12.59.

S. F. DE SILVA,
Director of Education.

ASW 699,
Education Department,
Malay Street,
Colombo 2, 3rd March, 1960.

THE IRRIGATION ORDINANCE, No. 32 OF 1946

IT is hereby notified that I, Don Charles Lionel Amarasingha, Government Agent of the Anuradhapura District in the North-Central Province, have by virtue of powers vested in me by section 15 (1) (a) of the Irrigation Ordinance, No. 32 of 1946, approved the resolution set out in the Schedule hereto.

D. C. L. AMARASINGHA,
Government Agent.

The Kachcheri,
Anuradhapura, May 5, 1959.

Schedule**RESOLUTION**

"This meeting of Proprietors within the irrigable area of Kokawawewa irrigation work in the Anuradhapura District, North-Central Province, approve the scheme relating to that irrigation work prepared under Part V of the Irrigation Ordinance, No. 32 of 1946".

"Excise Ordinance" Notices

L. D.—B. 16/37—E. C.—LA/T/30.

THE EXCISE ORDINANCE**Excise Notification No. 488**

BY virtue of the powers delegated to him by Excise Notification No. 1, published in *Gazette* No. 6,536 of December 13, 1912, the Excise Commissioner hereby directs, under section 24 of the Excise Ordinance (Chapter 42), that, with effect from April 1, 1960, for each period of 8 months or less, a fee at the rate of two rupees for each tree licensed to be tapped shall be paid for the grant of every tapping licence for the supply of toddy to any vinegar manufactory.

Excise Notification No. 474 published in *Gazette* No. 11,691 of March 6, 1959, is hereby rescinded with effect from March 31, 1960.

T. B. WADUGODAPITTIYA,
Excise Commissioner.

Colombo, March 14, 1960.

NOTICE

IT is hereby notified that in view of the Public Holiday on Tuesday, March 29, 1960, all Notices and Advertisements for Publication in the *Ceylon Government Gazette* of April 1, 1960, should reach the Government Press not later than 12.30 p.m. on Saturday, March 26, 1960.

Government Press,
Colombo, March 1, 1960.

BERNARD de SILVA,
Government Printer.