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THE CEYLON GOVERNMENT GAZETTE

අංක 12,133 — 1960 මැයි 20 වැනි සිකුරාදා — 20.5.1960

No. 12,133 — FRIDAY, MAY 20, 1960

(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.)

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Appointments, &c., by the Governor-General

No. 209 of 1960

ARMY—REGULAR FORCE—CONFIRMATION OF RANK AND PROMOTION APPROVED BY HIS EXCELLENCY THE GOVERNOR-GENERAL

To be Captain—

Lieutenant (T/Captain) D. B. PERERA, S. R., with effect from October 1, 1957.

To be Temporary Major—

Captain D. B. PERERA, S. R., with effect from June 1, 1958.

By His Excellency's command,

H. E. TENNEKOON,
Permanent Secretary,
Ministry of Defence and External Affairs.

Colombo, 3rd May, 1960.

No. 210 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 May 9, 1960—

Lieutenant M. KANDIAH, C.S.R.

Relinquishment of Appointment

The undermentioned officer relinquished his appointment as Recruiting Officer under section 13 (1) of the Army Act, No. 17 of 1949, with effect from April 25, 1960—

Temporary Captain E. G. THEVANAYAGAM, C.S.R.

By His Excellency's command,

H. E. TENNEKOON,
Permanent Secretary,
Ministry of Defence and External Affairs.

Colombo, May 4, 1960.

Appointments, &c., by the Public Service Commission

No. 211 of 1960

Mo. A. 156/60.

Mr. C. B. KUMARASINHA, Additional Permanent Secretary to the Ministry of Labour, Industries and Fisheries, to act, in addition to his duties, as Commissioner of Labour with effect from March 23, 1960, until further orders.

A. 127/60.

Mr. M. L. D. CASPERSZ, C.C.S., Principal Collector of Customs, to act, in addition to his duties, as Port Commissioner, with effect from April 5, 1960, until the resumption of duties by Mr. A. S. KOHOBAN WICKREME, C.C.S., or until further orders.

A. 210/58.

Mr. T. E. GOONERATNE, C.C.S., Director-General of Broadcasting, to act, in addition to his duties, as Director of Information, with effect from March 28, 1960, until further orders.

A. 113/60.

Mr. C. LUDEKENS, C.C.S., to be Additional Government Agent for the Administrative District of Colombo, to function under the direction of the Government Agent in authority over the said District, with effect from April 18, 1960, until further orders.

A. 150/60.

Mr. T. RAJATHURAI, C.C.S., Commissioner of Tea Exports, to act as Commissioner of Commodity Purchase, in addition to his duties, with effect from April 20, 1960, until further orders.

A. 27/60.

Mr. A. EDWARD, C.C.S., to be Secretary (Overseas Service Grade IV), Permanent Mission in the United Nations, with effect from March 5, 1960, until further orders.

A. 157/60.

Dr. C. PONNAMBALAM, Deputy Director of Health (Medical Services), to act, in addition to his duties, as Director of Health Services, with effect from April 30, 1960, during the absence out of the Island of Dr. W. A. KAMBUNARATNE or until further orders.

A. 152/60.

Mr. D. J. JAYASINGHE, Assistant Director, Department of Meteorology, to act as Director, Department of Meteorology, with effect from April 26, 1960, until further orders.

Messrs. P. L. MUNIDASA, C. L. S. HERATH and E. E. B. PERERA, Probationary Assistant Superintendents of Police, to be Assistant Superintendents of Police with effect from January 5, 1960.

A. 176/58.

Dr. A. AMARASINGHE to be Deputy Director (Animal Production and Health), in the Department of Agriculture, with effect from May 6, 1959.

E. G. GOONEWARDENE,
Secretary,
Public Service Commission,
Office of the Public Service Commission,
P. O. Box No. 500, Galle Face Secretariat,
Colombo 1, May 16, 1960.

Appointments, &c., by the Judicial Service Commission

No. 212 of 1960

SUMMARY OF APPOINTMENTS MADE BY THE JUDICIAL SERVICE COMMISSION

Name of Officer	New Appointment	Effective Date of New Appointment	Remarks
Mr. D. H. DE S. GUNAWARDENE	District Judge, etc., Gampaha	From 2nd May, 1960	Until further orders
Mr. D. P. NISSANGA	Additional District Judge, Kegalla	From 22nd June, 1960, to hear till completion D. C. Kegalla Case 2800/M. C. Kegalla Case 24249	In addition to his other duties
Mr. C. A. L. COREA	Additional Magistrate, etc., Chilaw	From 3rd May, 1960, to hear till completion M. C. Chilaw Case 36342	—
Mr. W. A. C. SIRISENA	Additional Magistrate, etc., Balapitiya	30th April to 3rd May, 1960	During absence of Mr. T. D. G. DE ALWIS
Mr. J. N. C. TIRUCHELVAM	Additional Magistrate, etc., Colombo	29th April, 1960	During absence of Mr. D. WIMALARATNE
Mr. J. H. FERNANDO	Additional Magistrate, etc., Kegalla	From 4th May, 1960, and from 8th to 13th May, 1960	Until resumption of duties by and during absence of Mr. V. M. CUMARASAMY
Mr. J. H. FERNANDO	Additional District Judge, etc., Kegalla	1st to 3rd May, 1960	During absence of Mr. P. MARAPANA
Mr. E. B. WEERAKOON	Additional Magistrate, etc., Colombo	29th April, 1960, and 2nd to 5th May, 1960	During absence of Mr. M. A. M. HUSSAIN
Mr. A. I. ABEYWICKREME	Additional Magistrate, etc., Kegalla	4th May, 1960, to record evidence of Magistrate in M. C. Kegalla Case 28912	—
Mr. S. NATARAJA	Additional District Judge, etc., Anuradhapura	8th to 13th May, 1960	During absence of Mr. C. V. UDALAGAMA
Mr. J. N. C. TIRUCHELVAM	Additional Magistrate, etc., Colombo (at Colombo Fort)	From 29th April, 1960, till sentence is delivered in J. M. C. Colombo Case 18758	—
Mr. J. N. C. TIRUCHELVAM	Additional Municipal Magistrate, etc., Colombo	From 7th May, 1960, to hear till completion M. M. C. Colombo Case 93839	—
Mr. C. R. DE ALWIS	Additional Magistrate, etc., Colombo	9th May, 1960	During absence of Mr. D. S. L. P. ABAYASEKARA
Mr. T. ASIRWATHAM	Additional District Judge, etc., Ratnapura	From 2nd May, 1960	Until resumption of duties by Mr. A. S. PONNAMBALAM
Mr. W. A. C. SIRISENA	Additional District Judge, etc., Balapitiya	3rd to 5th May, 1960	During absence of Mr. V. T. PANDITA-GUNAWARDENE
Mr. R. KANNUDUREY	Additional Magistrate, etc., Jaffna, at Mallakam	9th to 18th May, 1960	During absence of Mr. W. D. THAMOTHERAM
Mr. F. V. H. LA BROOY	Additional District Judge, etc., Nuwara Eliya	9th May, 1960	During absence of Mr. C. B. WALGAMPAYA
Mr. P. N. BARTHOLOMEUSZ	Additional District Judge, etc., Nuwara Eliya	7th to 11th May, 1960	During absence of Mr. C. B. WALGAMPAYA
Mr. B. R. G. WIJEYEKOON	Additional District Judge, Kandy, at Matale	7th to 12th May, 1960	During absence of Mr. A. O. S. DISSANAYAKE
Mr. T. P. C. CARRON	Additional District Judge, etc., Negombo	9th May, 1960	During absence of Mr. N. EDIRISINGHE
Mr. S. S. M. DEERARATNE	Acting President, Rural Court, Wellaboda Pattu	30th April and 2nd to 5th May, 1960	During absence of Mr. D. D. VITABANA
Mr. T. M. A. SALLAY	Acting President, Rural Court, Matale North	2nd and 3rd May, 1960	During absence of Mr. W. G. UDUGAMA
Mr. E. GUNASEKERA	Acting President, Rural Court, Kandaboda Pattu	9th May, 1960	During absence of Mr. C. E. A. GOONESEKERA

Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, 5th May, 1960.

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

No. 213 of 1960

SUMMARY OF APPOINTMENTS MADE BY THE JUDICIAL SERVICE COMMISSION

Name of Officer	New Appointment	Effective Date of New Appointment	Remarks
Mr. T. K. BURAH	Additional Magistrate, etc. Hambantota	7th to 12th May, 1960	During absence of Mr. J. G. L. SWARIS
Mr. N. COOMARASWAMY	Additional Magistrate, etc., Kandy	9th May, 1960	During absence of Mr. F. E. ALLES
Mr. T. ASIRWATHAM	Additional District Judge, etc., Ratnapura	9th May, 1960	During absence of Mr. A. S. PONNAMBALAM
Mr. A. G. SANDARATNE	Additional Magistrate, etc., Kurunegala	9th to 12th May, 1960	During absence of Messrs. A. M. AMEEN and S. SELLIAH

Name of Officer	New Appointment	Effective Date of New Appointment	Remarks
Mr. E. B. WEERAKOON	Additional Magistrate, etc., Colombo	12th May, 1960	During absence of Mr. M. P. C. RATNAM
Mr. J. N. C. TIRUHELVA	Additional Magistrate, etc., Colombo	12th and 13th May, 1960	During absence of Mr. D. WIMALARATNE
Mr. C. A. L. COREA	Additional Magistrate, etc., Chilaw & Puttalam	from 9th May, 1960	Until resumption of duties by Mr. B. E. DE SILVA
Mr. A. I. ABEYWICKREMA	Additional Magistrate, etc., Kegalla	9th May, 1960, to hold identification parade in M. C. Kegalla Case 29751	
Mr. A. SEEMAMPILLAI	Additional Magistrate, etc., Mannar	17th to 19th May, 1960	During absence of Messrs. T. J. RAJARATNAM and R. PARAMAKURU
Mr. C. R. DE ALWIS	Additional Magistrate, etc., Colombo	25th to 28th May, 1960	During absence of Mr. D. S. L. P. ABAYASEKERA
Mr. E. P. WIJETUNGA	Additional District Judge, etc., Matara	16th to 18th May, 1960	During absence of Mr. G. C. NILLES
Mr. S. A. C. M. MEERA SAIBO	Acting President, Rural Court, Akkarai Pattu	12th to 14th May, 1960	During absence of Mr. J. PATRICK
Mr. L. SENANAYAKE	Acting President, Rural Court, Dewameddi Hatpattu	3rd May, 1960	During absence of Mr. T. B. WETTEWA
Mr. M. A. E. B. PERERA	Acting President, Rural Court, Weudawili Hatpattu	6th May, 1960	During absence of Mr. J. E. LLANGANTILEKE
Mr. U. WIJESURIYA	Acting President, Rural Court, West Giruwa Pattu	12th May, 1960	During absence of Mr. A. L. M. FERNANDO
Mr. A. F. H. DE ALWIS	Acting President, Rural Court, Gangaboda Pattu	12th May, 1960	During absence of Mr. P. D. P. WIJESSEKERA
Mr. T. M. A. SALLAY	Acting President, Rural Court, Matale North	7th May, 1960	During absence of Mr. W. G. UDUGAMA
Mr. L. SENANAYAKE	Acting Additional President, Rural Court, Dewameddi Hatpattu, at Wariyapola	6th May, 1960	During absence of Mr. M. M. PERERA
Mr. L. SENANAYAKE	Acting President, Rural Court, Katugampola Hatpattu	9th May, 1960	During absence of Mr. A. S. HERAT GUNARATNE
Mr. C. T. CASINADER	Acting President, Rural Court, Eravur Korala	9th May, 1960	During absence of Mr. A. HOMER VANNIASINKAM
Mr. S. A. C. M. MEERA SAIBO	Acting President, Rural Court, Karavaku Pattu	9th, 16th and 17th May, 1960	During absence of Mr. K. V. NAVARATNAM
Mr. C. T. CASINADER	Acting President, Rural Court, Karavaku Pattu	12th to 14th May, 1960	During absence of Mr. K. V. NAVARATNAM
Mr. J. E. GUNASEKERA	Acting President, Rural Court, Matale North	9th May, 1960	During absence of Mr. W. G. UDUGAMA
Mr. K. T. P. DE SILVA	Acting President, Rural Court, Bentota-Walallawiti Korale	12th May, 1960	During absence of Mr. H. E. S. WICKREMARATNE

Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, 13th May, 1960.

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

Other Appointments

No. 214 of 1960

CIVIL SERVICE

No. 74/48 (MF).

Mr. W. J. R. NAWAGAMUWA to be attached to the General Treasury with effect from March 22, 1960.

Mr. G. CUMARANATUNGA to be attached to the General Treasury with effect from March 22, 1960.

Mr. M. A. MOHAMED to be attached to the General Treasury with effect from March 22, 1960.

Mr. I. M. G. A. IRIYAGOLLE to be attached to the General Treasury with effect from March 22, 1960.

Mr. D. NESIAH to be attached to the General Treasury with effect from March 22, 1960.

Mr. R. M. B. SENANAYAKE to be attached to the General Treasury with effect from March 22, 1960.

Mr. R. PASKARALINGAM to be attached to the General Treasury with effect from March 22, 1960.

No. 74/2/204 (MF).

Mr. N. Q. DIAS to be attached to the Ministry of Defence and External Affairs with effect from March 23, 1960, until further orders.

No. 74/2/210 (MF).

Mr. K. SAMARATUNGA to be attached to the Ministry of Defence and External Affairs with effect from March 23, 1960.

Mr. H. S. PERERA to be attached to the Ministry of Food, Commerce and Trade with effect from March 23, 1960.

Mr. W. E. O. FERNANDO to be attached to the Ministry of Defence and External Affairs with effect from March 23, 1960.

No. 74/2/165 (MF).

Mr. T. E. GOONERATNE to be Director-General of Broadcasting with effect from March 23, 1960.

No. 74/48 (MF).

Mr. M. T. W. AMARASEKERA to be attached to the General Treasury with effect from March 23, 1960.

Mr. P. H. PANDITA GUNAWARDENE to be attached to the General Treasury with effect from March 23, 1960.

Mr. K. H. J. WIJAYADASA to be attached to the General Treasury with effect from March 23, 1960.

Mr. B. C. PERERA to be attached to the General Treasury with effect from March 23, 1960.

Mr. P. G. PUNCHIHEWA to be attached to the General Treasury with effect from March 23, 1960.

Mr. C. GAMAGE to be attached to the General Treasury with effect from March 23, 1960.

Mr. E. J. DE SILVA to be attached to the General Treasury with effect from March 23, 1960.

Mr. C. NARAYANASAMY to be attached to the General Treasury with effect from March 23, 1960.

Mr. W. J. R. NAWAGAMUWA to be attached to the Nuwara Eliya Kachcheri with effect from April 4, 1960.

Mr. G. CUMARANATUNGA to be attached to the Kurunegala Kachcheri with effect from April 4, 1960.

Mr. M. A. MOHAMED to be attached to the Vavuniya Kachcheri with effect from April 4, 1960.

Mr. I. M. G. A. IRIYAGOLLE to be attached to the Kandy Kachcheri with effect from April 4, 1960.

Mr. D. NESIAH to be attached to the Ministry of Defence and External Affairs with effect from April 4, 1960.

Mr. R. M. B. SENANAYAKE to be attached to the Ministry of Food, Commerce and Trade with effect from April 4, 1960.

Mr. R. PASKABALINGAM to be attached to the Batticaloa Kachcheri with effect from April 4, 1960.

No. 74/2/37 (MF).

Mr. M. B. C. FERNANDO to be attached to the General Treasury with effect from April 4, 1960.

No. 74/2/78 (MF).

Mr. L. I. J. SILVA to be Assistant Government Agent for the Administrative District of Badulla to function under the direction of the Government Agent in authority over the said District with effect from April 18, 1960.

No. 74/2/32 (MF).

Mr. J. J. G. AMIRTHANAYAGAM to be Assistant Government Agent for the Administrative District of Colombo to function under the direction of the Government Agent in authority over the said District with effect from April 18, 1960.

No. 74/2/68 (MF).

Mr. N. D. JAYAWEERA to be Assistant Government Agent for the Administrative District of Galle to function under the direction of the Government Agent in authority over the said District with effect from April 18, 1960.

No. 74/2/72 (MF).

Mr. J. H. FORBES to be Deputy Controller of Immigration and Emigration with effect from April 22, 1960.

No. 73/1/15 (MF).

Mr. C. C. W. JAYASEKERA to be Office Assistant to the Government Agent of the Administrative District of Matara with effect from April 18, 1960.

No. 74/2/210 (MF).

Mr. J. W. SIRIWARDENA to be attached to the Matara Kachcheri with effect from April 18, 1960.

No. 74/2/79 (MF).

Mr. D. M. WITTACHCHI to be Office Assistant to the Government Agent of the Administrative District of Matale with effect from April 18, 1960.

No. 74/48 (MF).

Mr. P. H. PANDITA GUNAWARDENA to be attached to the Department of Agrarian Services with effect from April 18, 1960.

Mr. K. E. J. WIJAYADASA to be attached to the Department of Census and Statistics with effect from April 18, 1960.

Mr. C. GAMAGE to be attached to the Customs Department with effect from April 18, 1960.

No. 74/2/210 (MF).

Mr. V. PANDITA, Assistant Director of Cultural Affairs, to be attached to the Department of Information with effect from April 8, 1960, in addition to his own duties.

Mr. V. PANDITA, Assistant Director of Cultural Affairs, to be attached to the Department of Broadcasting with effect from April 8, 1960, in addition to his own duties.

S. F. AMERASINGHE,
Secretary to the Treasury.

The Ministry of Finance,
Colombo 1, May 5, 1960.

No. 215 of 1960

No. D10/Rept.

OFFICERS' PROMOTIONS—ROYAL CEYLON NAVY

To be Senior Commissioned Boatswains with effect from March 25, 1960—

Commissioned Boatswain A. A. H. VAN REYK, R. Cy. N.

Commissioned Boatswain F. A. A. SEEPANAY, R. Cy. N.

Commissioned Boatswain A. A. WISE, R. Cy. N.

Commissioned Boatswain E. R. CHRISTOFFELSZ, R. Cy. N.

Commissioned Boatswain R. S. BENNETT, R. Cy. N.

To be Senior Commissioned Engineers with effect from March 25, 1960—

Commissioned Engineer K. N. VAN CUYLENBURG, R. Cy. N.

Commissioned Engineer M. A. C. PEIRIS, R. Cy. N.

To be Senior Commissioned Stores Officer with effect from March 25, 1960—

Commissioned Stores Officer E. D. NAVARATNAM, R. Cy. N.

To be Senior Commissioned Writer Officer with effect from March 25, 1960—

Commissioned Writer Officer N. A. MENDIS, R. Cy. N.

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

Colombo, May 2, 1960.

No. 216 of 1960

APPOINTMENT BY THE HONOURABLE MINISTER OF JUSTICE

Justice of the Peace

Mr. M. S. SEENITHAMBY to be a Justice of the Peace for the judicial district of Point Pedro.

No. 217 of 1960

Mr. MOHIDEEN SAIBO MARIKAR SEHU JEMALULLA, the Quazi of Musali division, has been appointed by the Honourable Minister of Home Affairs as Special Quazi to hear and pass judgment in case No. 290 of the Quazi, Mannar.

No. 218 of 1960

LAND DEVELOPMENT ORDINANCE, CHAPTER 320

THE Hon. the Minister of Agriculture and Lands has been pleased, under section 6 (1) of the Land Development Ordinance, to appoint Mr. M. A. MOHAMED, C.C.S., Cadet, Kachcheri, Vavuniya District, as Land Officer, Vavuniya District, with effect from May 6, 1960.

C. B. P. PERRERA,
Permanent Secretary.

Ministry of Agriculture and Lands,
Secretariat,
Colombo 1, May 6, 1960.

Government Notifications

NOTICE

M. D. & E. A.—No. D39/A/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, 1954, to award the Efficiency Decoration (Ceylon) to the following officer of the Volunteer Force of the Army:—

2 (V) *Ceylon Sinha Regiment*

144 Lieutenant-Colonel S. D. Ratwatte.

By His Excellency's command,

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

Colombo, May 6, 1960.

NOTIFICATION

IT is hereby notified that the undermentioned officer has passed the Second Examination for Civil Servants in terms of Section 15 of the Minute on the Civil Service dated May 22, 1950 :—

Name of Officer	Percentage of Marks					Public Service Commission Rules and Manual of Procedure
	Sinhala	Tamil	Law	Accounts		
H. R. Amit	60	52	62	75		81

The Ministry of Finance,
Colombo, May 9, 1960.

S. F. AMERASINGHE,
Secretary to the Treasury.

No. 551E/194/2 DE (Part I).

IT is hereby notified that the notification No. 817E. 194/1 DE of 21.10.1955, published in *Government Gazette* No. 10,857 of November 4, 1955, relating to the posts of Office Assistant, Confidential Stenographer to the Prime Minister, and Cook, "Temple Trees", in the Department of the Prime Minister, is cancelled with effect from August 1, 1959.

S. F. AMERASINGHE,
Secretary to the Treasury.

General Treasury,
Colombo, April 27, 1960.

No. 543E. 293/6 DC.

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

Education Department

Inspectresses of Kindergarten Departments of Schools.

S. F. AMERASINGHE,
Secretary to the Treasury.

General Treasury,
Colombo, May 14, 1960.

Mr. Karunajeewa Jayasekera, a notary authorized to practise in the English language throughout the judicial division of Colombo, has under section 21 (1) of the Notaries Ordinance (Cap. 91), as amended by notification dated 18.9.1947, appearing in *Gazette Extraordinary* No. 9,773 of 24.9.1947, tendered his resignation from office of notary with effect from 1st March, 1960, and the Honourable the Minister of Home Affairs has accepted the resignation as from the said date.

No. 551E/194/2 DE (Part I).

PURSUANT to 2nd Section of the Minutes on Pensions, it is hereby notified that the holder of the office specified below is entitled to pension with effect from August 1, 1959 :—

Department of the Prime Minister
Office Assistant.

S. F. AMERASINGHE,
Secretary to the Treasury.

General Treasury,
Colombo, April 27, 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 person mentioned in column II of the Schedule hereto to be a member 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.

D. C. L. AMERASINGHE,
for Permanent Secretary,
Ministry of Home Affairs.

Ministry of Home Affairs,
Colombo 7, May 13, 1960.

Schedule

I	II
O. P. C., Kundasale	... Edward Boange, Esq.

L. D.—B. 172/36.

THE REGISTERED STOCK AND SECURITIES ORDINANCE

BY virtue of the powers vested in me by section 4 of the Registered Stock and Securities Ordinance (Chapter 289), as modified by the Proclamation published in *Gazette Extraordinary* No. 9,773 of September 24, 1947, I, Junius Richard Jayewardene, Minister of Finance do by this Order direct that, of the sum of one thousand million rupees for the raising of which by way of loan authority has been given by the Ceylon Development Loans Act, No. 6 of 1954, as amended by the Ceylon Development Loans (Amendment) Act, No. 18 of 1959, the sum specified in the Schedule hereto shall be raised in Ceylon in the mode and upon the terms and conditions specified in that Schedule.

Colombo, May 17, 1960.

J. R. JAYEWARDENE,
Minister of Finance.

Schedule

1. The sum of money to be raised shall be twenty-five million rupees, and it shall be raised by way of a 16/20 year loan issued at par.
2. The loan shall be raised by the creation and issue of registered stock only.
3. The rate of interest payable on the loan shall be 3½ per centum per annum.
4. The dates in each year, on which the half-yearly interest on the loan shall be payable, shall be the 16th day of May and the 16th day of November.
5. A half-yearly appropriation out of the Consolidated Fund of Ceylon as a contribution to the sinking fund to be established for the purpose of redeeming the loan shall be made at the rate of 4 per centum per annum, and such contribution shall commence on the 16th day of May, 1961.
6. The date of redemption of the registered stock issued for the purpose of raising the loan shall be the 16th day of May, 1980.

Provided, however, that the Government shall have the option of redeeming any such registered stock at par on such date subsequent to the 15th day of May, 1976, as may be appointed by the Minister of Finance by notification published, not less than six months prior to that date, in the *Gazette* and in at least two newspapers circulating in Ceylon.

PROSPECTUS

The List will be opened on May 27, 1960, and will be closed on June 25, 1960, or earlier if the loan is fully subscribed

ISSUE OF Rs. 25,000,000

Ceylon Government $3\frac{1}{2}$ per cent. Loan, 1976/80, "B" Series

Issued at par—Repayable at par

THE Central Bank of Ceylon, on behalf of the Government of Ceylon, invites applications for a $3\frac{1}{2}$ per cent. Loan of Rs. 25 millions. The loan is repayable at par on May 16, 1980, but the Government will have the option of repayment at par on such date subsequent to May 15, 1976, on giving 6 months' notice.

Authority.—The loan is raised on the authority of the Ceylon Development Loans Act, No. 6 of 1954, as amended by the Ceylon Development Loans (Amendment) Act, No. 18 of 1959, and under the provisions of the Registered Stock and Securities Ordinance, 1937 (Chapter 289).

Purpose.—The loan is raised by the Government of Ceylon for expenditure on any work connected with or incidental to the development of Ceylon.

Form of Issue.—The loan will be issued in the form of Registered Stock. (Leaflets containing the general conditions applicable to Registered Stock are available on application to the Department of Public Debt, Central Bank of Ceylon).

Issue Price.—The issue price is Rs. 100 per cent. payable in full at the time of application. The minimum holding is Rs. 100.

Applications.—Applications will be received by the Registrar from May 27, 1960, and until the list is closed. Applications must be on the proper form and must be accompanied by a remittance in full. Depositors of the Ceylon Savings Bank and Post Office Savings Bank may, by arrangement with these Institutions, forward their applications through these Institutions.

A commission of 1/16 per cent. on the nominal amount of subscription accepted will be allowed to bankers (including the Ceylon Savings Bank and the Post Office Savings Bank), recognised stock-brokers and brokers in respect of applications bearing their stamp. A negotiating fee of the same percentage on the amount of subscription accepted will be allowed to Proctors in respect of applications bearing their stamp.

Payment for Stock.—Payment should be made by cheque drawn in favour of the Central Bank of Ceylon and crossed "on account of Ceylon Government Loan".

Script.—Stock Certificates will be issued after receipt and acceptance of the applications.

Interest.—Interest at the rate of $3\frac{1}{2}$ per cent. per annum will be payable half-yearly on the 16th day of May and the 16th day of November in each year. The first payment of interest will be on the 16th day of November, 1960, and will be for the period commencing on the date on which the application is accepted up to and including the 15th day of November, 1960.

Taxation.—(i) *Stamp Duty.*—All documents used in the issue, transfer or redemption of the loan will be free from stamp duty.

(ii) *Income Tax.*—Interest to resident holders will be paid without deduction of income tax, but resident holders liable to income tax should include such interest in their income tax returns. Deduction of tax at source will be made from holdings of non-residents. (Current rate of income tax is $33\frac{1}{3}$ per cent. in the case of non-resident individuals, $39\frac{1}{3}$ per cent. in the case of Hindu undivided families and $62\frac{1}{2}$ per cent. in the case of non-resident companies). Persons who are exempt from Ceylon income tax will be entitled to claim repayment of the tax deducted.

(iii) *Wealth Tax.*—Under Section 6 (1) (g) of the Personal Tax Act, No. 14 of 1959, investments in securities of the Government of Ceylon are excluded from the wealth of a person, and are thus exempt from Wealth Tax.

(iv) *Estate Duty.*—Government accepts in payment of estate duty such Ceylon Government stocks as may be prescribed. In the case of fully paid stock issued and repayable at par, the stock will discharge an amount of estate duty equal to the aggregate of its face value and the accrued interest thereon. In the case of stock not fully paid, or issued below par, or repayable at an amount other than par the amount of estate duty to be discharged per Rs. 100 nominal stock, together with accrued interest thereon, will be announced from time to time in the *Government Gazette*, but the amount to be discharged per Rs. 100 nominal stock will not be less than the amount originally subscribed or the amount repayable on maturity, whichever is less. The acceptance of any stock in lieu of cash for payment of estate duty is conditional on its being either (a) subscribed for by the deceased when first issued, or (b) purchased by the deceased not less than one year prior to date of death.

Security.—The loan is secured on the Consolidated Fund of Ceylon. A separate sinking fund will be established towards the redemption of the loan under the management of the Monetary Board of the Central Bank of Ceylon, who are the Trustees of the sinking funds. Half-yearly contributions at the rate of 4 per cent. per annum to the sinking-fund will be commenced on May 16, 1961.

Public Debt.—The present gross funded public debt of Ceylon is Rs. 1,441,835,930.

The approximate market value of the accumulated sinking funds amounts to Rs. 319,797,944.

The net funded public debt is thus Rs. 1,122,037,986.

Application forms.—Application forms may be obtained at the Department of Public Debt, or at any Commercial Bank, Kachcheri, Post Office or at the Office of the Commissioner, National Savings Movement.

O. B. GUNAWARDANA,
Registrar.

Department of Public Debt,
Central Bank of Ceylon,
P. O. Box 1149,
Colombo, May 17, 1960.

NATIONAL HOUSING ACT, No. 37 OF 1954

BY virtue of the powers vested in me by section 6 (1) of the National Housing Act, No. 37 of 1954, I, Junius Richard Jayewardene, Minister of Local Government and Housing, direct that, of the sum of Sixty-five Million rupees for the raising of which by way of a public loan, authority has been given by a Resolution of the House of Representatives dated September 19, 1957, a further sum of rupees Five Millions shall be raised under the provisions of the National Housing (No. 2) Regulations, 1954, upon the terms and conditions set out in the prospectus below.

May 16, 1960.

J. R. JAYEWARDENE,
Minister of Local Government and Housing.

Prospectus

The list will be opened on 27th May, 1960, and will be closed on 25th June, 1960, or earlier if the issue is fully subscribed.

Issue of Rs. 5,000,000

NATIONAL HOUSING 3½ PER CENT. DEBENTURES, 1976-80

ISSUED AT PAR—REPAYABLE AT PAR

THE Central Bank of Ceylon, on behalf of the Government of Ceylon, invites applications for an issue of National Housing Debentures for Rs. 5 millions carrying interest at 3½ per cent. per annum and repayable at par on 16th May, 1980. The Government will have the option of repayment at par on such date subsequent to 15th May, 1976, on giving 6 months' notice.

Authority.—The issue is made on the authority of a Resolution passed by the House of Representatives on 19th September, 1957, under section 6 (1) of the National Housing Act, No. 37 of 1954, and under the provisions of the National Housing (No. 2) Regulations, 1954. Those provisions are deemed to be the terms and conditions subject to which the debentures are issued.

Issue Price.—The issue price is Rs. 100 per cent. payable in full at the time of application. The minimum holding is Rs. 100.

Applications.—Applications will be received by the Registrar, from 27th May, 1960, and until the list is closed. Applications must be on the proper form and must be accompanied by a remittance in full. Cheques should be drawn in favour of the Central Bank of Ceylon and crossed "on account of National Housing Debentures".

Scrip.—Debentures will be issued after receipt and acceptance of application.

Interest.—Interest at the rate of 3½ per cent. per annum will be payable half-yearly on the 16th day of May and the 16th day of November in each year. The first payment of interest will be on the 16th day of November, 1960, and will be for the period commencing on the date on which the application is accepted up to and including the 15th day of November, 1960.

Security.—The issue is secured on the National Housing Fund as constituted by the National Housing Act, No. 37 of 1954. A Sinking Fund will be established and maintained at the Central Bank by the Monetary Board of the Bank and administered by the Registrar. Half-yearly contributions at the rate of 4 per cent. per annum will be made to the sinking fund. The first contribution will be made on the 16th day of May, 1961.

Application Forms.—Application forms may be obtained at the Department of Public Debt, Central Bank of Ceylon.

O. B. GUNAWARDENA,
Registrar.

Department of Public Debt,
Central Bank of Ceylon,
Hemas Building,
P. O. Box 1149,
Colombo, May 16th, 1960.

GENERAL CONDITIONS APPLICABLE TO DEBENTURES

Debentures.—Full particulars of every holder of debentures are entered in the debenture register and Debentures issued.

Payment of Interest.—Interest will be paid half-yearly by means of Interest Warrants issued by the Department of Public Debt of the Central Bank of Ceylon. Interest Warrants will be made out from the registers and posted to the address of the holders.

Cashing of Interest Warrants.—Interest Warrants may be presented in person or sent by post or through a Bank for payment at the Department of Public Debt.

Transfer or Sale.—A transfer of debentures can only be made by means of an instrument of transfer available at the Department of Public Debt. The transfer is NOT liable to stamp duty.

Consolidation and Sub-division.—Debentures can be consolidated or sub-divided at any time at the option of the debenture holder, subject to the conditions that the new debenture is for Rs. 100 or a multiple of Rs. 100.

Loss of Debenture.—A duplicate debenture in place of one defaced, lost or destroyed will be issued only after satisfactory evidence has been produced that the debenture has been actually defaced, lost or destroyed.

Fees.—The following are the prescribed fees :—

- (1) for consolidation, sub-division and transfer of debentures—Re. 1 for each new debenture to be issued.
- (2) for duplicate debentures—Rs. 2 for each debenture.

O. B. GUNAWARDENA,
Registrar.

Department of Public Debt,
Central Bank of Ceylon,
Hemas Building,
P. O. Box 1149,
Colombo, May 16th, 1960.

THE INDUSTRIAL DISPUTES ACT, No. 43 OF 1950

The Award transmitted to the Commissioner of Labour by the President of the Industrial Court constituted for the purpose of settling the industrial dispute between the Tea, Rubber, Coconut and General Produce Workers' Union and Messrs. A. F. Jones and Company Limited, Braybrooke Place, Colombo 2, 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. ABEYWIRA,
Deputy Commissioner of Labour.

Department of Labour,
Colombo 3, 5th May, 1960.

In the Industrial Court of Colombo

No. I. D. 170

In the matter of an Industrial Dispute

between

The Tea, Rubber, Coconut and General Produce Workers' Union, 123, Union Place, Colombo 2

and

Messrs. A. F. Jones & Co. Ltd., Braybrooke Place, Colombo 2

THE AWARD

This is an Award under section 24 (1) 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 Tea, Rubber, Coconut and General Produce Workers' Union of 123, Union Place, Colombo 2, (hereinafter referred to as the "Union") on the one part, and Messrs. A. F. Jones & Company Limited of Braybrooke Place, Colombo 2, (hereinafter referred to as "the Company") on the other part.

2. The Honourable the Minister of Labour by his order dated 14th April, 1959, referred the industrial dispute to this Court for settlement. The matters in dispute between the Union and the Company as set out in the statement of the Acting Deputy Commissioner of Labour dated 9th April, 1959, are:—

- (1) whether the non-employment of Dharmadasa is justified and to what relief he is entitled;
- (2) whether the suspension from work of Anthony Silva, Narayanan and John Singho for a period of one week in January, 1959, is justified and to what relief each of them is entitled; and
- (3) Christmas bonus in respect of 1958.

3. At the inquiry before us the Union was represented by Mr. N. Shanmugathasan assisted by Miss S. Wickremasinghe and the Company by Messrs. G. G. Ponnambalam, Q.C. and Vernon Wijetunge, Advocates, instructed by Messrs. Julius & Creay.

4. A. F. Jones and Company Limited is a firm engaged in the tea export trade and is a member of the Employers' Federation of Ceylon. During the period 1957 to 1958 they were appointed buying agents for the export of tea to Russia and were thereupon required to Ceylonize their capital and directorate. The European members of the directorate, who possessed the necessary technical knowledge, continued actively to participate in the carrying on of the business. The Company employs a clerical staff numbering 57, subordinate staff numbering 18, watchers numbering 13, and manual workers numbering 161, besides the executive staff.

The manual workers employed by this Company fall into two categories:—

- (1) monthly paid manual workers (daily paid workers who have served the firm for 10 years or more);
- (2) daily paid workers.

The monthly paid workers have the advantage of receiving in addition to their monthly salary a seniority allowance and dearness allowance at government rates. The daily paid workers on the other hand are paid their wages on a daily rate and are paid dearness allowance at rates prescribed by the appropriate Wages Boards. This firm appears to have been unique in dividing its manual workers into two separate categories. Such differentiation has existed all along.

5. The dispute between the Union and the Company appears to have arisen as a result of the differentiation between the monthly paid workers and the daily paid workers in regard to the quantum of the Christmas bonus due for payment in December, 1957. The daily paid workers have always been paid a yearly bonus amounting to 26 days basic wages. The monthly paid workers, however, were always in receipt of a month's gross wages as bonus. Towards the end of December, 1957, when the bonus payment was due this Company had to put a shipment of tea for export to Russia on a ship lying in the harbour of Colombo. The daily paid workers appear to have

considered that the need of performing expeditious work to meet the necessity of this early shipment of tea was opportune for them to press their demand to be paid as bonus for that year one month's gross wages. In order to obtain satisfaction of their demand they resorted to the technique of "go slow". The Company arranged a conference between the Management and representatives of the Union, at which conference the Union agreed that the workmen would perform their normal duties speedily enough to put through this shipment. The Union gave a further undertaking that the output of the workers in the ensuing year would not be less than their output during the preceding year. In view of the above agreement the Company agreed to pay the daily paid workers as their Christmas bonus for 1957 a month's gross wages.

6. In December, 1958, the Company apparently decided to revert to its long standing practice of making payment of Christmas bonus for that year to the daily paid workers in a sum equivalent to 26 days basic wages. Just at this juncture, there was a ship in harbour awaiting shipment of tea by the Company to the Middle East. The workers having succeeded the previous year in obtaining satisfaction of their demand again adopted the same method of go-slow to obtain satisfaction of their demand of one month's gross wages as bonus. It is not denied by the representatives of the Union who appeared before us that workers did in fact deliberately go slow during this period extending up to 9th January, 1959. The evidence of Mr. Allen, one of the directors of the Company, and of the other witnesses who actually did visually observe the marking gang working slow both on the 2nd and 9th January, 1959, has been placed before us. In view of this evidence and of the admitted fact that there was a deliberate go-slow during this period we have no difficulty in finding that the workers did deliberately adopt the tactic of go-slow.

7. On these facts, we are called upon to decide whether this method adopted by these workers to obtain satisfaction of their demand is or is not an unfair labour practice. We have been informed that this is the first case in Ceylon where an Industrial Court has been called upon to record its finding as to whether the adoption of "go-slow" in the performance of one's duties while in employment is or is not an unfair labour practice.

At the commencement of the proceedings Mr. Shanmugathasan on behalf of the Union appeared to take up the position that a "go-slow" is not an unfair labour practice and is a legitimate weapon in the armoury of labour. He pointed out that under express legislation existing in India relating to Industrial Relations specific provision exists whereby "go-slow" has been prohibited as an unfair labour practice. He appeared therefore to contend that in the absence of express provision to the same effect by our legislature, the workmen are not prevented from having recourse to this method.

It is in evidence that the Union itself agreed at a conference on the 7th January, 1959, that the "go-slow" adopted by the workmen must cease and did actually give a directive to the workmen to refrain from adopting this method of "go slow". Notwithstanding this directive, the workmen continued the go-slow even on the 9th January. The position was also taken up by Mr. Shanmugathasan that the workers, having succeeded in the previous year by similar tactics, were encouraged to adopt the same methods in the following year.

We cannot agree with the argument submitted on behalf of the Union that an act which is not expressly prohibited by law must be deemed not to be an unfair labour practice. In this connection we would like to repeat what this Court has laid down in previous disputes with regard to the functions and powers of Industrial Courts as stated by Ludwig Teller in his treatise on "The Law Governing Labour Disputes and Collective Bargaining":—

"The functions of an Industrial Court while adjudicating upon an industrial dispute referred to it are quite different from those of arbitration Tribunals in commercial matters.

Ludwig Teller in his treatise on Labour Disputes and Collective Bargaining (Vol. 1, p. 536) makes the following observation which is opposite to the matter under consideration.

"Industrial Arbitration may involve the extension of an existing agreement or the making of a new one or in general the creation of new obligations or modifications of old ones; while Commercial Arbitration generally concerns itself with interpretation of existing obligations and disputes relating to existing agreements.

The same view was taken by the Privy Council in Labour Relations Boards of Saskatchewan Vs. John East Iron Works Limited while referring to a claim for reinstatement by a Board's employee—1949 Appeal Cases, p. 134."

8. A decision on the question whether the method of "go-slow" by workmen in any industry is or is not an unfair labour practice is of great importance to all engaged in production, whether it is in work connected with industries or the export trade or the plantation industry, which is of vital import to the economy of this country. It is manifest that in order to sustain our economy we must be able to maintain the marginal productivity of labour. Most of our industries, including the plantation industry, are dependent upon manual labour and not on mechanised labour. It is therefore of the utmost importance that any attempt on the part of manual workers to diminish

the output of their productivity is bound to have far reaching consequences in diminishing the prosperity and economy of the country.

Although the question whether an organised "go-slow" by a body of workmen is an unfair labour practice which should not be countenanced by the employers or the trade unions concerned has not been previously adjudicated upon by any Industrial Court in Ceylon, fortunately we are not without well established precedents of Industrial Tribunals in India, the High Courts and the Supreme Court of India, in adjudicating upon this question. Those courts have determined the question on principle rather than by reference to the standing orders which employers are compelled to frame in respect of all matters enumerated in the Schedule to the Industrial Employment (Standing Orders) Act, 1946.

The following cases, amongst others, have laid down, in no uncertain terms, that the adoption of the tactic of "go-slow" by workers is an insidious and nefarious practice, which is calculated to disrupt the economy of the industry and is subversive of discipline and amounts to misconduct, for which the employer is entitled to award punishment.

(1) In the case of *Ziahh and Bhoja Chetty and Firestone Tyre and Rubber Company (I. L. L. J. 1954. 281)*, the High Court of Bombay dealt with this question of "go-slow". Chief Justice Chagla held that, even in the case of a piece-rated worker, a wilful slowing down of production is an act of misconduct entitling the employer to take disciplinary action against the worker. In the above case no minimum output was prescribed for these piece-rated workers nor was the employer under an obligation to pay a minimum wage. It is otherwise in the case of the workers in the present dispute who are paid at least the minimum wage as prescribed by the Wages Board, whatever their output may be. The employer is therefore entitled to expect from the workmen at least his normal skill and average speed during his hours of work.

In the matter of the same dispute between the parties in the above case when an application was made by the Company to the Labour Appellate Tribunal for permission to dismiss these two workers, that Tribunal stated that "while the right to strike under certain conditions has been recognized by necessary implication under the Industrial Relations Act and is controlled by its provisions, a go-slow has been regarded by labour legislation as a misconduct."

They further stated as follows:—"... if punishment was not allowed for such misconduct it would result in a serious drop in production and the induction of a spirit of calculated indiscipline which would undermine industry..." The permission applied for was granted.

(2) In the case of *Bathgate Employees' Union, Calcutta Vs. Bathgate and Co. Ltd. (1953 L. A. C. 149)* where permission to dismiss 12 workmen was applied for on the ground that they urged the other workmen to adopt a "go-slow" policy in their workplace with the object of forcing the hand of the employer to pay them an enhanced *pooja* bonus, the Appellate Tribunal granted the application on the ground that such action amounted to misconduct.

(3) In the case of *Janab Muhammad Israil and others and Saxby & Farber (India) Ltd. 1956 (I. L. L. J. 72)* which arose out of a dispute relating to a voluntary incentive bonus for piece-rated workers in consequence of which the workmen adopted a "go-slow" policy, the earlier cases were followed and it was held that these workers were guilty of misconduct in refusing to give to the employers the minimum of their ability and were consequently liable to be dismissed.

(4) In the case of *Vasant Govind Madhavrao and Gujarat Rubber Works Ltd. (1956. I. L. L. J. 731)* the Labour Appellate Tribunal granted permission to dismiss certain workmen who were found guilty of "go-slow" in the performance of their work.

(5) In the case of *Bai Santok Veni and 20 others and Fine Knitting Company, Ltd. (1957—I. L. L. J. 409)*, certain piece-rated workers adopted a policy of "go-slow" resulting in lower output. The Labour Appellate Tribunal granted permission to dismiss these workers.

9. Quite apart from these precedents, established by a long chain of decisions on this question by the Industrial Tribunals and Courts in India based on principle, similar views have been laid down by Ludwig Teller in his book on "The Law Governing Labour Disputes and Collective Bargaining" (April 1947 Cumulative Supplement, Volume 2, page 71). He states: "They had the undoubted right to strike with their fellow employees but they had no right to remain as employees unless they were willing to perform their duties whole heartedly and efficiently." At page 72 he states "A good example of the contradictory effect of the present labour laws may be found in cases of slow-down. Slow-down strikes are partial stoppages by employees who prefer to strike on their employers' time rather than on their own. They are a dishonest form of activity sometimes difficult to prove and highly indefensible. They are not sanctioned by many labour leaders and they should not be tolerated by responsible Union leadership."

10. We have ourselves considered the question whether the tactic of "go-slow" amounts to an unfair labour practice amounting to misconduct and we have come to the conclusion

that it is. We agree with the guiding principles laid down in the decisions above referred to. Workmen guilty of this malpractice must suffer the consequence of their calculated misconduct.

11. The Company in the exercise of its discretion has terminated the services of one of its workmen, named Dharmadasa, and suspended from work Anthony Silva, Narayanan and John Singho for a period of one week in January, 1959. These three workmen who were suspended have been taken back for work at the end of their period of suspension. The first and second matters in dispute relate to the non-employment of Dharmadasa and the suspension of the other three workmen. The matters for decision are (1) whether the non-employment of Dharmadasa is justified and to what relief he is entitled, and (2) whether the suspension of the other three workmen is justified and to what relief each of them is entitled. We find upon an examination of the evidence and all the attendant circumstances that the management was fully justified in the action which it took against these four workmen. If the action of the management was justified, the workmen are not entitled to any relief. It was admitted by the Union that the management was not guilty of any *mala fides* or of victimisation of Dharmadasa and the other three workmen based on any union activity on their part or any other ground whatsoever. In the absence of any such allegation, it is not competent for this Tribunal to review the facts upon which the punishment of these persons was based or to substitute its own judgment in place of that of the management. The conduct of Dharmadasa during the period of the go-slow appears to have been partly responsible for the organised method adopted by the marking gang. He happened to be the first person to use the stencil for marking each of the chests. His rate of marking was visually observed by both Denis Jones and Allen, two of the Directors of the Company, both on the 2nd and 9th January. He was found to be deliberately going slow. Saram was told by one of these Directors to communicate to Dharmadasa his order that he must work faster. When this order was communicated to him Dharmadasa's reply in his own words were "mama vada koragena yana vidhiyata vada korannam." The translation of this statement is as follows: "I shall continue to work in the same way I am working now." It is admitted that these workmen were deliberately adopting the tactic of go-slow on these days. That being so, Dharmadasa's reply is tantamount to wilful disobedience of a lawful order based on calculated indiscipline and disloyalty to the employer. It cannot seriously be contended that an employer is not entitled to take stern disciplinary action against such a workman.

Discrimination in awarding punishment.

The complaint, however, would appear to be that Dharmadasa alone should not have been singled out for more severe punishment. If as we hold the offence of which these workmen were found guilty merited the punishment of dismissal, the fact that the other three men were awarded a lesser punishment cannot be pleaded by Dharmadasa in mitigation of his offence. We have examined some of the decisions of the Indian Courts and Tribunals relating to the course of action an employer might take in awarding punishment to a body of workmen who are collectively engaged in undermining the stability of the industry by recourse to the method of "go-slow". From these decisions it would appear that the management is given the amplest latitude (a) to choose a few from a number of workmen who are going slow, (b) to inflict varying degrees of punishment. In the case of *Shri Kali Prasad Mazumdar and others Vs. Messrs. Brooke Bond (India) Limited (1953—L. A. C. 558)* only four men out of a large body who were found guilty of disorderly behaviour in the workplace were awarded punishment. The Appellate Tribunal held that such discrimination does not amount to unfair labour practice and that "the management was justified in not taking action against those others or inflicting a lesser punishment. It is only if the selection is made with motive of victimisation that it would be improper." The Union in the present case does not allege any *mala fides* or motive of victimisation.

In the case of *Ganesh Flour Mills Company Limited Vs. Chandrika Prasad and 31 others*, where the whole body of workers were engaged in a go-slow, permission to dismiss a selected number out of that group was not granted. The Tribunal took the view that there is nothing wrong in the Management not taking action against those others by excusing them or in inflicting a lesser punishment.

In awarding punishment the management is justified in taking into consideration the previous conduct of the workmen concerned. In the case of Dharmadasa the Management was satisfied (1) that during the previous year he was guilty of unauthorized absence for a period of 19 days, (2) that he was found malingering in the canteen during working hours, and (3) found loitering in the lavatory on a day during the period of the go-slow. In these circumstances, the punishment awarded to Dharmadasa is justified and we hold that he is not entitled to any relief.

12. The third matter in dispute concerns the Christmas bonus of 1958. This Company like many others in the city of Colombo has been in the habit of paying a bonus to its workers during Christmas for several years. Although the payment of a bonus is an *ex gratia* payment and is not a legal entitlement, several commercial firms in the private sector have been accustomed

to make such payment out of their goodwill. This firm has been paying a quantum of bonus to its workmen more or less equal to the amount paid by other similar employers. As pointed out earlier the monthly paid manual workers receive one month's gross wages whereas the daily rated workers were paid 26 days basic wages. During the year under dispute the daily rated workers, too, demanded that a bonus of an amount equal to what was paid to the monthly paid manual workers be paid to them. In the course of the dispute Denis Jones, a Senior Director, who had just returned to Ceylon offered by way of a compromise a further week's basic wages. This was not agreed to. Mr. Shanmugathasan for the Union contended that there should be no discrimination as regards the quantum of the bonus at least as between manual workers. In the course of the Inquiry he abandoned the position he had taken up earlier that the bonus paid to the manual workers and to the clerical staff should be calculated on the same basis.

13. The basis for the grant of a bonus.

In India, where minimum wages are not prescribed by legislation and the level of wages paid falls below the living standard, Tribunals have generally awarded the payment of a bonus in a sum sufficient to fill the gap which was found to exist between the wages paid and the amount required to maintain a workman in reasonable comfort approximating to the living standard. The conditions in Ceylon are however materially different. Minimum wages have been fixed by Wages Board and agreed terms as to wages and conditions of service between Employer and Employees who have been arrived at by Collective Agreements. The concept of a living wage is somewhat difficult to define. Living standards differ between various groups of people in the same country. An attempt was made by the Union to ask us to arrive at a decision as to what a living wage should be by reference to the minimum requirements of an adult worker as to his necessary food intake and other needs such as clothing, shelter, etc.

The Union called Dr. A. Nimalasuriya to give expert evidence regarding the food requirements of an adult worker and his family to support his recommended low cost adult diet as shown in document marked P. 8. Dr. Nimalasuriya is an M.D., M.R.C.P. (Lond.) who is now in private practice and runs a Clinic in Colombo where all types of medical work is undertaken. He was previously employed in the Medical Department under the Ceylon Government, and was from 1946 to 1948 in charge of the Bacteriological Institute, which is now known as the Medical Research Institute. He says he was attached to the Nutrition Division in that Department from 1938 and wrote a book on Dietetics in 1948 based on certain investigations which he had carried out. According to his evidence the daily calorie requirement of an adult male worker to maintain himself in a reasonable state of health and to enable him to carry on his work is 2685 calories, and the diet prescribed in his table P. 8, was necessary to meet this requirement. In the course of cross-examination he produced some further tables showing the low cost diet separately for adult men, women and children of different ages. According to these tables the calorie requirement for an adult man is 2603 calories, for a woman 2320 (on the basis of an average state of pregnancy once in four years), a child of 11 to 15 years 2459, a child six to ten years 1721, and a child one to five years 1175 calories.

According to his original diet sheet (marked P. 8) the cost of the daily requirements of food prescribed therein was Rs. 1.05. According to the statements subsequently filed by him the cost of the daily requirement of food for an adult man is 88½ cents, a woman 97½ cents, a child between 11 and 15 Rs. 1.02, a child between 6 and 10 72½ cents, and a child between 1 and 5 years 64 cents.

Counsel for the company cross examined Dr. Nimalasuriya at length and urged that on his own evidence Dr. Nimalasuriya cannot be called an expert entitled to give a definite opinion with regard to calorie requirements, as he himself admitted that he was not a physiologist who is the person best qualified to determine the daily calorie requirements of an individual, and was therefore not justified in fixing a higher requirement than Professor Columbine, who was Professor of Applied Physiology and Pharmacology at the Medical College and had done nutritional surveys in Ceylon; he had fixed the calorie requirement for a Ceylonese adult male at 2020 calories per day. Dr. Nimalasuriya said that he based his figures as regards the calorie requirements on certain data obtained from international organisations engaged in nutritional research in western countries. Admittedly conditions in Ceylon with regard to these requirements must vary. We are of opinion that we are not in a position to decide whether the data upon which Dr. Nimalasuriya has arrived at his conclusions can be held to be applicable to conditions in Ceylon. On the evidence placed before us we are not in a position to assess the value of a low cost diet for a worker in this country based on his calorie requirements. In the course of his evidence Dr. Nimalasuriya produced certain correspondence which he had had during the course of this inquiry with Dr. W. R. Aykroyd, who is the Director, Nutritional Division, F. A. O. in Rome, and with Dr. V. N. Patwardhan, who is the Director of the Nutrition Research Laboratories at Hyderabad in India. Dr. Aykroyd who had previously worked at the Nutrition Research Laboratories at Conoor in South India was not in a position to send

any definite data regarding "a basis that will be acceptable to the majority of scientific workers in South-East Asia" on which "a minimum diet for manual labourers and their families in this country" could be determined.

The inquiry made by Dr. Nimalasuriya in his letter of 20th August, 1959, to Dr. Patwardhan was whether "there is any accepted information on dietary standards, the calories, minerals and vitamins, that would be considered necessary for a family of the poor income group, specially manual workers", the conditions prevailing in South India and Ceylon being very similar. Dr. Patwardhan in his reply dated 17th September, 1959 (marked P. 15) states that "there are no accepted dietary standards specifically for manual labourers". He gives certain figures regarding the required calorie intake for men and women engaged in different types of labour as recommended by the Nutrition Advisory Committee in 1958 and adds: "we have been doing at the Nutrition Research Laboratories determinations of the energy cost of physical activities in various jobs. This work however is not yet complete, but it is expected that when it is completed information on the total calorie requirements of people in India engaged in different vocational activities could be prepared on a scientific basis." From the above it would appear that the physiological data upon which the nutritionist can compile the figures for the cost of the food necessary to meet the calorie requirements of an adult worker have not yet been determined for South-East Asia. The conclusions reached by Dr. Nimalasuriya must therefore be regarded as empirical and cannot be acted upon.

Richardson in his book on "An Introduction to the Study of Industrial Relations", at page 271, after discussing the difficulty of ascertaining what a living wage should be, states that "any estimates of a living wage are inevitably crude and open to challenge, including those based on the theoretical method and the family budget method." We are therefore unable, on the evidence placed before us, to arrive at a definite finding on what the living wage of an adult male worker should be based on the figures relied on by the Union.

14. We find that a Collective Agreement has been entered into between the Employers' Federation of Ceylon of which this Company is a member and the Union representing these men, No. I of 1959 dated 29th April, 1959, whereby scales of wages and other conditions of service applicable to them have been mutually agreed to between the parties. This agreement is to be operative for a period of at least eighteen months. The scale of wages agreed to by this agreement can fairly be presumed to approximate to the standard of a living wage. On the basis of the wage level agreed to by this Collective Agreement one method by which we can determine the quantum of bonus payable for the year 1958 is to ascertain what gap, if any, exists between the wages paid in 1958 and the new wage fixed by the Collective Agreement, and as far as possible try to fill that gap by the award of a bonus. In doing so it must not be understood that this Tribunal is laying down a rule that where a gap is found to exist as above, such a gap must necessarily be filled by the payment of a bonus. At the same time we wish to state that where an employer has been accustomed to award a bonus to his workmen in the past, he will continue to do so of his own free will. The grant of an annual Christmas bonus has been regarded as being an *ex gratia* payment intended to be utilised by the workmen to fill any gap that may have been found to exist between the wages received by him during the year and his actual requirements. On behalf of the Union it was pointed out to us that on the basis of wages agreed upon by the above Collective Agreement between the Union and the Employers' Federation a gap does exist. Mr. Shanmugathasan further pointed out to us that even if one month's gross wage is paid to the daily paid workmen as bonus that amount may not be adequate to fill that existing gap. It is, however, not feasible for us to make provision to fill the entire gap which may be found to exist.

Nevertheless, we are not satisfied that there is any justifiable ground for discrimination between the daily paid manual worker and the monthly paid manual worker with regard to the quantum of the bonus paid to them. Admittedly the monthly paid workers receive more advantageous terms in the form of seniority allowance, cost of living allowance and other benefits. The bonus paid to the daily paid manual worker should at least be equated to the bonus paid to the monthly paid manual worker, as we are satisfied that there should be no discrimination between these two categories of manual workers, and that all workmen should be treated alike as otherwise there would be discontent and disharmony between the employer and the workmen.

15. Our Award on the matters in dispute submitted to us is as follows:—

- (1) The non-employment of Dharmadasa is justified, and he is therefore not entitled to any relief.
- (2) The suspension from work of Anthony Silva, Narayanan and John Singho for a period of one week in 1959 is justified and that they are not entitled to any relief.
- (3) In regard to the Christmas bonus for 1958, we award 26 days' gross wages to the daily rated manual labourers, who are qualified for it.

16. In conclusion we wish to express our appreciation of the very lucid and exhaustive manner in which all questions relating to the important issues involved in this dispute were studied and presented to us by the learned Counsel who appeared for the Company and by the representative of the Trade Union concerned.

Mr. H. S. R. B. Kobbekaduwa, the third member of this Court resigned from the panel in the course of this inquiry.

G. CROSSETTE THAMBYAH,
President.

S. J. C. SCHOKMAN,
Member.

Colombo, 30th April, 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 Estates Staffs' Union and Mussendapotta Estates Limited, Lelwela, Wanduramba, which was referred by Order dated November 24, 1959, made under section 4(2) of the Industrial Disputes Act, No. 43 of 1950, and published in the *Ceylon Government Gazette* No. 11,994 dated December 4, 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, May 6, 1960.

Industrial Court at Colombo

No. I. D. 253

In the matter of an industrial dispute

between

The Ceylon Estates Staffs' Union, "Estaff House",
13 Kande Vidiya, Kandy,

and

Mussendapotta Estates Limited, Lelwela, Wanduramba
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 and Nos. 14 & 62 of 1957. It relates to a dispute between the Ceylon Estates Staffs' Union, "Estaff House" 13, Kande Vidiva, Kandy (hereinafter referred to as "the Union") and Mussendapotta Estates Limited, Lelwela, Wanduramba (hereinafter referred to as "the Company").

2. The Honourable Minister of Labour, by his Order dated November 24, 1959, referred the above dispute to this Court for settlement. The Deputy Commissioner of Labour in his statement dated the 19th day of November, 1959, has stated that the matters in dispute between the parties are the following demands made by the Union in respect of Mr. U. G. D. Dias:—

(1) One month's salary for each year of service in lieu of provident fund or pension benefits in respect of 30 years' continuous employment; and

(2) Salary due for March, 1959, in terms of the quit notice served on him.

3. Mr. Advocate G. H. Gnanasekaram instructed by Mr. F. W. Rajanakse appeared for the Ceylon Estates Staffs' Union along with Mr. E. G. Malhamy, the Secretary of the Union and Mr. D. C. V. Amerasinghe, the Chairman of the Galle Branch of the said Union whilst Mr. Advocate S. W. Walpita instructed by Mr. C. A. M. Abewardena appeared for Mussendapotta Estates Limited. Mr. U. G. D. Dias was also present.

4. The case was taken up for hearing on 9th March, 1960 and was continued on 14th March, 1960. When hearing was resumed on 29th April, 1960, as this appeared to be a case eminently suitable for friendly settlement, on the suggestion of the Court the parties arrived at the following settlement:—

(i) With regard to the salary due for the month of March, 1959, an agreement was entered into between the parties on the first day of the inquiry whereby the Company agreed to pay in addition to the two months' salary already paid, a further sum of one month's salary for the month of March, 1959. It is now agreed that the Company do pay inclusive of the month's salary already agreed to be paid and the gratuity now agreed in respect of the entire service by Mr. U. G. D. Dias with the Company and with the previous owner, a sum of Rs. 2,000 in full satisfaction of all his claims.

(ii) It was further agreed that this sum of Rs. 2,000 will be deposited with the Assistant Commissioner of Labour, Galle on or before the 31st day of May, 1960.

5. This agreement appears to be fair and equitable between the parties and I make award accordingly.

G. CROSSETTE THAMBYAH.

Colombo, April 30, 1960.

MINISTRY OF LABOUR, INDUSTRIES & FISHERIES

The Secretariat,
Colombo,
May, 9, 1960

The Industrial Disputes Act, No. 43 of 1950

ORDER UNDER SECTION 4 (1)

To: S. C. S. de Silva, Esq.,

12, Chandra Path,
Off Rohini Road,
Colombo 6.

WHEREAS an industrial dispute in respect of the matter specified in the statement of the Deputy Commissioner of Labour which accompanies this Order exists between the Lanka Estate Workers' Union and the Superintendent of Glenorchy Estate, Ambawela:

NOW, THEREFORE, I, Bernard Herbert Aluwihare, Minister of Labour, Industries & Fisheries, do, by virtue of the powers vested in me by section 4 (1) of the Industrial Disputes Act, No. 43 of 1950, hereby refer the aforesaid dispute to you for settlement by arbitration.

B. H. ALUWIHARE,
Minister of Labour, Industries
and Fisheries.

THE INDUSTRIAL DISPUTES ACT, No. 43 OF 1950

In the matter of an industrial dispute

between

The Lanka Estate Workers' Union, 47, Driberg's
Avenue, Colombo 10

and

The Superintendent of Glenorchy Estate, Ambawela.

STATEMENT OF MATTER IN DISPUTE

The matter in dispute between the Lanka Estate Workers' Union and the Superintendent of Glenorchy Estate, Ambawela, is whether the non-employment of:—

1. Kathiravelu, Kangany,

2. Sinnama, wife, and

3. Kavery, daughter

is justified and to what relief they are entitled.

Dated at Colombo, this 9th day of May, 1960.

N. L. ABEYWIRA,
Deputy Commissioner of Labour.

THE INDUSTRIAL DISPUTES ACT, No. 43 OF 1950

THE Award transmitted to the Commissioner of Labour by the Industrial Court constituted for the purpose of settling the industrial dispute between the Nidahas Karmika Saha Velanda Sevaka Vurthiya Samithiya and Mr. K. D. Baptis Appuhamy, the Proprietor of Baptis Bakery, 513, Pita Kotte, Kotte, which was referred by Order dated September 23, 1959, made under section 4 (2) of the Industrial Disputes Act, No. 43 of 1950, and published in *Ceylon Government Gazette* No. 11,880 dated October 2, 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, 13th May, 1960.

Industrial Court at Colombo

I. D. 238

In the matter of an industrial dispute

between

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

and

Mr. K. D. Baptis Appuhamy, the Proprietor of Baptis
Bakery of 513, Pita Kotte, Kotte

THE AWARD

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

2. It relates to a dispute between the Nidahas Karmika Saha Velandu Vurthiya Samithiya of 129, Kumaran Rutnam Road, Colombo 2, and Mr. K. D. Baptis Appuhamy, Proprietor of Baptis Bakery of 513, Pita Kotte, Kotte.

3. The Honourable the Minister of Labour by his order dated 23rd September, 1959, made under section 4 (2) of the said Act, referred the dispute to this Court for settlement.

The Commissioner of Labour by his statement dated 21st September, 1959, stated that the matter in dispute between the parties is the non-employment of the following persons:—

(1) I. G. Chandradasa, (2) P. L. Somasiri, (3) M. S. Themis and (4) R. A. Francis

by the said proprietor of Baptis Bakery.

4. The matter was taken up for inquiry on 2nd May, 1960, when Mr. R. A. Saranapala, Organising Secretary of the Samithiya appeared for the Samithiya and Mr. D. T. P. Rajapaksa, Advocate, instructed by Mr. Arthur Samarasekera appeared for K. D. Baptis Appuhamy. The next date of inquiry was the 6th May, 1960, and on that date the case was settled on the following terms:—

"The respondent, Mr. Baptis Appuhamy, agrees to pay to each of the three workers, I. G. Chandradasa, P. L. Somasiri and R. A. Francis one month's salary in accordance with the wages due to Grade "B" workers in the Baking Trade, as an ex-gratia payment, in addition to the following payments due to each of these three workers:—

I. G. Chandradasa	Rs. 28.74
P. L. Somasiri	Rs. 42.20
R. A. Francis	Rs. 50.20

With regard to the worker M. S. Themis the Union withdraws his claim in view of the fact that he has received all the wages due to him. These amounts are to be paid to the Assistant Commissioner of Labour (Industrial Relations) Colombo 2, within two weeks of the publication of this Award."

5. I consider the above mentioned terms just and equitable and make my award accordingly.

H. S. ROBERTS.

Colombo, 9th May, 1960.

No. C/I 123.

THE INDUSTRIAL DISPUTES ACT, No. 43 OF 1950

THE decision in respect of a question as to the interpretation of the Award of the Arbitrator in the industrial dispute between the All Ceylon Match Workers' Welfare Union and The Ceylon Match Company, Limited, Kelaniya, published in the *Ceylon Government Gazette* No. 11,268 of February 28, 1958, transmitted to the Acting Commissioner of Labour by the Arbitrator, is hereby published in terms of section 34 (2) of the said Act.

N. L. ABEYWIRA,
Deputy Commissioner of Labour.

Colombo 3, 13th May, 1960.

In the matter of the interpretation of the Award made under section 17 of the Industrial Disputes Act, No. 43 of 1950 on January 31, 1958, by the Arbitrator Mr. M. P. I. Fernando in respect of an industrial dispute between the All-Ceylon Match Workers' Welfare Union and The Ceylon Match Company, Limited, Kelaniya, and published under section 18 (1) of the said Act in the *Ceylon Government Gazette* No. 11,268 of February 28, 1958.

By letter dated 31st March, 1960, the Commissioner of Labour, in terms of section 34 of the Industrial Disputes Act, No. 43 of 1950, referred to me for decision the following question as to the interpretation of paragraph 43 of the aforesaid award:

"Whether paragraph 43 of the award envisages payment on the basis of the Company's voluntary gratuity scheme in addition to the payments referred to in paragraph 42 of the award?"

At the time I made my award the benefits which accrued to workers who were retired on the ground of old age were as follows:—

- An ex-gratia payment of one week's basic salary plus dearness allowance for every year of service prior to the date of introduction of the Provident Fund.
- Payment of one month's extra basic salary plus dearness allowance.
- Payment of the amount lying to the credit of an employee in the Provident Fund.

One of the Union's demands before me was that in addition to (b) and (c) above the following payments be also made to workers who had to retire at the age of 55 or above:

- An ex-gratia payment of a month's basic salary plus dearness allowance for every year of service prior to the date of introduction of Provident Fund.
- A monthly pension of Rs. 15 for life to workers who have put in 15 years service.

It would be realised that I have in my Award rejected the Union's demand at (b) above and in place of demand (a) have awarded an ex-gratia payment of Rs. 30 for a male worker and Rs. 25 for a female worker for each year of service prior to 1st April, 1946, up to a maximum of 12 years.

I have also made it quite clear in paragraph 43 of the Award that "in making the award I have taken into consideration the fact that according to the Company's voluntary gratuity scheme it makes an ex-gratia payment of one week's basic salary plus dearness allowance for every year of service prior to the date of introduction of the Provident Fund without any restrictive limit to the period of past service".

When according to the Company's voluntary gratuity scheme the employees were getting an ex-gratia payment of one week's salary plus dearness allowance for every year of service prior to the introduction of the Provident Fund without any restrictive limit to the period of past service it is inconceivable by all canons of reasoning that an Arbitrator would have contemplated to award to the workers any terms that would have been less favourable than those already obtaining by offering a payment in respect of past service subject to a restrictive limit to the period of past service particularly when the difference between the quanta of payment awarded by the Arbitrator and those that were being paid to the employees when the dispute was referred for adjudication was very negligible.

It should therefore be concluded that paragraph 43 of the Award envisages payment on the basis of the Company's voluntary gratuity scheme in addition to the payments referred to in paragraph 42 of the Award.

ISIDORE FERNANDO,
Arbitrator
and

Assistant Commissioner of Labour.

Department of Labour,
Colombo, 4.5.60.

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 General Workers' Union and Messrs. Akberally and Company, 56, Dam Street, Colombo 12, which was referred by Order dated September 23, 1959, made under section 4 (2) of the Industrial Disputes Act, No. 43 of 1950, and published in *Ceylon Government Gazette* No. 11,880 dated October 2, 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, 13th May, 1960.

Industrial Court at Colombo

No. I. D. 240

In the matter of an industrial dispute
between

the Ceylon General Workers' Union, 123, Union Place,
Colombo 2,

and

Messrs. Akberally and Company, 56, Dam Street, Colombo 12,

THE AWARD

This is an award under section 24 of the Industrial Disputes Act, No. 43 of 1950. It relates to an industrial dispute between the Ceylon General Workers' Union of 123, Union Place, Colombo 2 (hereinafter referred to as "the Union") and Messrs. Akberally and Company of 56, Dam Street, Colombo 12, (hereinafter referred to as "the Company").

2. By virtue of the powers vested in him by section 4 (2) of the aforesaid Act, the Honourable the Minister of Labour referred to me on September 23, 1959, an industrial dispute between the aforementioned parties for settlement. According to the statement of the Deputy Commissioner of Labour which accompanied the Minister's Order, the matters in dispute between the parties relate to the following demands made by the Union:—

1. An 8-hour working day for each employee, and women employees to be paid Rs. 75 per month as wages.
2. Fourteen days annual and fourteen days medical leave with pay to be given to each employee per year.
3. A tea allowance of 47 cents per day to each employee."

3. Mr. K. Kulavirasingham of the Ceylon Trade Union Federation appeared on behalf of the Union and Mr. E. A. Patel appeared on behalf of the Company.

4. The main business of the Company is the import and sale of paper. It commenced operations in 1922 and was registered in 1930, its address being No. 56, Dam Street, Colombo 12. It had an allied business which was engaged in the making of cardboard boxes for suits, sarees and shoes, etc. and in the making of paper bags. The allied business was started some years ago, but was located at Maradana about an year or two

ago. The present dispute relates only to the workers in the allied business. According to Mr. E. A. Patel the allied business was independent of the main business, but, Mr. Patel who was the manager of the business at Maradana was a partner of Messrs. Akberally and Company and it is very probable that certain services were made available to the Maradana factory by the main firm without charge. The total labour force at the Maradana box-making factory, which is called "Sri Lanka Industries", was 15, 3 men who were monthly paid employees and 12 women who were piece-rated workers. The demand concerns the 12 women workers only.

5. Mr. Kulavirasingham states that these women workers who are mostly holders of the Senior School Certificate, are on the regular staff and on an average they put in 20 days' work in the month. Demand No. 1 involves the conversion of the present system of payment on a piece-rate basis into a system in which workers would receive a wage on a time-rate basis, each being paid Rs. 75 per mensem.

Mr. Kulavirasingham modifies demand No. 2 to read "That the workers be given 14 days' annual leave and 7 days' medical leave, with pay." This demand is closely tied up with demand No. 1 as a corollary, and the granting of the first demand would imply the granting of the second demand in its present form or in a modified form. Demand No. 3 was withdrawn by the Union.

6. The main line of argument adopted by Mr. Kulavirasingham is that it is not fair for any firm to pay its regular employees on a piece-rate basis. Although in theory on a piece-rate basis workers may earn any sum whatsoever, according to his or her output, in actual practice the maximum earnings of any of these workers amounted to Rs. 60 per month and in many cases did not amount to a sum exceeding Rs. 25 a month. The present demand is to fix the wage at Rs. 75 per mensem, the workers to be paid on that basis either monthly or by the day. Taking the cue from a decision of the Wages Board that where a minimum wage has been prescribed, even though a piece-rate system may be used as an incentive to increase output, no worker should be paid a sum less than the minimum wage prescribed by the relevant Wages Board, Mr. Kulavirasingham goes on to ask that this principle be extended so as to make it impossible for any firm to employ workers on a piece-rate basis. His suggestion is that the piece-rate payment should only be employed as a further incentive both to increase output and also to provide the workers with an additional means of increasing their income.

7. It is not possible to fix a monthly wage scheme arbitrarily without reference to certain considerations:—(1) One must consider to what extent the workers of the Company can be regarded as permanent employees. (2) One must examine the present wage bill in relation to the turn over of the business and consider whether a projected increase on the wage bill will put too great a strain on the business as an economic venture. (3) One must consider whether the improved emoluments are likely to provide a sufficient incentive to expand output, to increase sales and become the means of increasing income commensurate with the expansion of expenditure. (4) One must examine the wage schemes and terms of employment which obtain in similar firms to measure any unequal burden which falls on the workers of the Company.

8. Although Mr. Kulavirasingham suggested that the workers work continuously and are permanent employees of the firm, he did not provide convincing evidence in support of his contention. Nor did he contest the statement made by Mr. Patel that while the factory was opened for work every day for 8 hours, workers themselves could come in and go out at any time they liked and absent themselves for whole periods without any previous permission. Mr. Patel's contention is that the box and bag-making factory of his was a kind of cottage industry and the workers were only casual employees.

9. With regard to capacity to pay, at Mr. Kulavirasingham's request, Mr. Patel produced a statement of the profit and loss for a period of some seventeen months since the factory was established at Maradana. From this document it is clear that the Company has not the capacity to meet the additional expense. I should like, however, to remark that this document is of doubtful value because it is not an audited statement: it is a mere extract made by Mr. Patel from ledgers and books in the possession of the Company and, therefore, not in itself an instrument that could be used to measure capacity to pay. I have, therefore, to look for other evidence to test incapacity.

T. D. Simon, who is employed as a cardboard cutter in the Sri Lanka Industries was called as a witness for the Union. Presumably, that is the best evidence that the Union could have placed before me. According to Simon, the piece rates paid for preparing boxes are fair and in his opinion some times these boxes are manufactured without any profit. In the circumstances I find it difficult to reject Mr. Patel's plea that the Company has not the capacity to pay, and that 25% of the gross takings of the Company are paid as wages. The evidence also shows that even if more work were coming it would be very unlikely that the workers could increase their output. The output of the workers appears to be low, but the Union assures me that they are working to the full extent of their capacity.

10. In the circumstances, conversion in the pay scheme suggested by the Union would work real hardship to the find in the evidence to questions 1, 2,

and 3, I pose, are not favourable to the Union. Regarding question 4 the Union did not place before me any helpful data regarding the wage schemes and terms of employment which obtain in similar undertakings elsewhere. In the circumstances there are no comparative figures which might be used to judge the fairness or unfairness of the present rates of pay. The Union has urged that even though the Sri Lanka Industries might not have the financial capacity to pay an enhanced wage-bill, its parent body, Messrs. Akberally and Company, of which the Sri Lanka Industries is a subsidiary business, could and should bear the additional costs. In the course of the inquiry Mr. Kulavirasingham made several abortive attempts, but failed, to prove that the Sri Lanka Industries was a subsidiary business of Messrs. Akberally and Company. Further, the accounts of the Sri Lanka Industries are not merged in the income of Messrs. Akberally and Company, even for tax purposes. As a matter of fact, Messrs. Akberally and Company are not properly a party to this dispute, but for the sake of convenience and to shorten proceedings Mr. E. A. Patel has consented to be the respondent as the representative of both firms. In the light of all the evidence placed before me, demand No. 1 cannot be granted and together with that refusal, demand No. 2 too fails.

11. It is a sad commentary on the employment pattern of this country that girls who have passed the Senior School Certificate Examination should feel compelled to engage themselves in un-remunerative employment which neither provides them with any creative interest nor a wage that keeps them above subsistence level. The pasting of paper bags and the making of shoe boxes are more a suitable occupation for disabled persons. It is sadder still that a man who has the business acumen of Mr. E. A. Patel should be content to 'tinker' with such an unproductive business as the present venture which he likes to call a cottage industry when the crying need of the country is for new avenues of employment for whole armies of educated young people who are turned out of our schools. Such uneconomic ventures as the Sri Lanka Industries are only undertaken by people who feel that they are compelled to do so from a sense of public duty. That kind of motive cannot surely extend to the making of paper bags and shoe boxes. Mr. Patel informed the Court that the business has already gone out of production and is closing down and that a new business will be organised on a better basis in the near future. It is to be hoped that when he re-organises the business, Mr. Patel will study the output of work of his employees and arrange to give them a suitable wage on a time basis at least after one year of efficient work; that much he owes the frustrated youth of the present generation.

J. C. A. COREA.

Dated at Colombo this seventh day of May, 1960.

THE INDUSTRIAL DISPUTES ACT, No. 43 OF 1950

THE Award transmitted to the Commissioner of Labour by the President of the Industrial Courts constituted for the purpose of settling the industrial dispute between

- (1) The Petroleum Employees' Union of Ceylon and The Shell Company of Ceylon Limited,
- (2) The Petroleum Employees' Union of Ceylon and The Standard Vacuum Oil Company,
- (3) The Ceylon Mercantile Union and The Standard Vacuum Oil Company,
- (4) The All Ceylon Oil Companies' Workers' Union and The Shell Company of Ceylon Limited,
- (5) The All Ceylon Oil Companies' Workers' Union and Caltex (Ceylon) Limited,
- (6) The All Ceylon Oil Companies' Workers' Union and The Standard Vacuum Oil Company,
- (7) The Ceylon Mercantile Union and Caltex (Ceylon) Limited,
- (8) The Ceylon Mercantile Union and The Shell Company of Ceylon Limited,

which were referred by Orders dated December 19, 1958, February 11, 1959, February 13, 1959, and March 5, 1959, made under section 4 (2) of the Industrial Disputes Act, No. 43 of 1950, and published in *Ceylon Government Gazettes* No. 11,622 dated December 26, 1958, No. 11,670 dated February 20, 1959, and No. 11,699 dated March 13, 1959, for settlement by Industrial Courts, is hereby published in terms of section 25 (1) of the said Act.

N. L. ABAYWIRA,

Deputy-Commissioner of Labour.

Department of Labour,
Colombo, 6th May, 1960.

Industrial Court at Colombo

No. I. D. 121, 122, 137, 140, 141, 142, 149 and 150.

In the matter of an industrial dispute
between

- (1) The Petroleum Employees' Union of Ceylon, No. 7/2, Hirdaramani Building, Chatham Street, Colombo 1
and
The Shell Company of Ceylon, Limited, Chartered Bank Building, Colombo 1

- (2) The Petroleum Employees' Union of Ceylon, No. 7/2, Hirdaramani Building, Chatham Street, Colombo 1
and
The Standard Vacuum Oil Company, State Bank Building, Colombo 1
- (3) The Ceylon Mercantile Union, No. 22-1/3, Baillie Street, Colombo 1
and
The Standard Vacuum Oil Company, State Bank Building, Colombo 1
- (4) The All Ceylon Oil Companies' Workers' Union, No. 9, Albion Place, Colombo 9
and
The Shell Company of Ceylon Limited, Chartered Bank Building, Colombo 1
- (5) The All Ceylon Oil Companies' Workers' Union, No. 9, Albion Place, Colombo 9
and
Caltex (Ceylon) Limited, Chartered Bank Building, Colombo 1
- (6) The All Ceylon Oil Companies' Workers' Union, No. 9, Albion Place, Colombo 9
and
The Standard Vacuum Oil Company, State Bank Building, Colombo 1
- (7) The Ceylon Mercantile Union, No. 22-1/3, Baillie Street, Colombo 1
and
Caltex (Ceylon) Limited, Chartered Bank Building, Colombo 1
- (8) The Ceylon Mercantile Union, No. 22-1/3, Baillie Street, Colombo 1
and
The Shell Company of Ceylon, Limited, Chartered Bank Building, Colombo 1.

THE AWARD

With reference to the various matters in dispute as shown in the Schedules annexed marked D. 1 to D. 8 which arose between the three oil companies and the three unions mentioned above, we have already made two interim awards, the first being the award made on August 11, 1959, with regard to the application made by Caltex (Ceylon), Limited in consequence of a strike arising from a dispute over the engagement of private bowlers by that company. That award related to demand No. 16 made by the All Ceylon Oil Companies' Workers' Union against Caltex (Ceylon) Limited (marked D. 5 in the Schedule of demands). A second interim award was made on December 19, 1959, with regard to the demand for an annual bonus made against the three oil companies by the three unions. We shall now deal with the remaining demands as set out in detail in the Schedules marked D. 1, D. 2, D. 3, D. 4, D. 5, D. 6, D. 7 and D. 8. Some of these demands are common to all the unions and the companies while some others have been made by some of the unions against one or more of the companies only.

2. We consider it more convenient to deal with the demands of the several unions against these oil companies separately and in the order in which they have been tabulated. Any similar demands made by the other unions against the oil companies will be dealt with at the same time insofar as our decision can be made applicable to them.

DEMANDS OF THE PETROLEUM EMPLOYEES' UNION OF CEYLON (SCHEDULES D. 1 & D. 2)

Demand No. 1 in D. 1 and D. 2—Payment of a profit bonus

3. This demand has already been dealt with by our interim award dated December 19, 1959.

Demand No. 2 in D. 1—Revised salary scales for office messengers/peons and office cleaners.

4. With regard to this demand, an agreement was reached between the union and the Shell Company whereby the parties agreed that the following scale be adopted for office messengers and peons:—

First stage: Rs. 90 basic per month; then 15 stages with Rs. 3 annual increments.

Second stage: Rs. 135 basic per month; then 12 stages with Rs. 4 annual increments.

Final stage: Rs. 183 basic per month.

5. It would appear that the peons and messengers who were members of the Petroleum Employees' Union of Ceylon when this dispute was referred to us have thereafter joined the All Ceylon Oil Companies' Workers' Union. The latter union has also submitted a demand for a wage scale for this category of employees. The initial salary demanded by it is higher, but the maximum is lower.

6. Having considered the demands made by these two unions in regard to the wage scale for peons and messengers, we are satisfied that the agreed scale as set out above is adequate. We accordingly award that the scale set out above should be the basic scale for peons and messengers.

7. With regard to persons employed as office cleaners, the duties performed by them are in no way superior to the duties

of the general labourer and the wage scale we have formulated for that category would be applicable to them also.

Demand No. 3 in D. 1—Retirement, termination and death benefits for office messengers/peons and office cleaners.

8. The company is now operating a provident and thrift fund for the benefit of this category of workers. Both the Shell Company and Caltex (Ceylon) Ltd. have agreed to introduce a non-contributory pension scheme for the benefit of all their employees not covered by the existing pension scheme after the details of the scheme have been approved by their respective head offices. It has also been agreed that these schemes, when approved, will be forwarded to the Commissioner of Labour in about twelve months. It was agreed that in any event the operative date of the pension scheme should be fixed as January 1, 1960. The companies further undertook to look into the case of any individual employee who retired between the date of reference of this dispute to this Court and January 1, 1960.

Demand No. 4 in D. 1 and No. 2 in D. 2—An increase in the temporary cost of living allowance from 25 per cent. to 50 per cent. of basic pay subject to a maximum of Rs. 250 per month.

9. This demand is dealt with in paragraphs 38–45 and 72.

Demand No. 5 in D. 1 and No. 3 in D. 2—A monthly rent allowance of 15 per cent. basic pay for married members and 7½ per cent. for unmarried members.

10. In regard to this demand, we are of opinion that the formulation of a revised consolidated wage structure which takes into consideration this component also is more satisfactory to meet the demand. We have accordingly framed a wage scale for all those categories of employees who have asked for a revised wage scale. We are not prepared to grant the demand for a rent allowance independently of a consolidated wage.

Demand No. 6 in D. 1—(a) Amendment of the Company's pension fund rules to preclude any kind of deduction in computing it.

11. This deduction complained of refers to a deduction of 4 per cent. of the pension payable. We have been informed by the company that this deduction is made in view of the payment of a lump sum of money, paid as the company's contribution to the employees' fund, when an employee retires. This company has both a provident fund and a non-contributory pension scheme for its clerical staff. A deduction of 4 per cent. of the pension payable is less than the total amount which the employee can earn as interest on the amount paid to him out of the provident fund if prudently invested. This deduction does not appear to us to be unreasonable, and we do not see that there should be any amendment of the pension rules in this respect.

Demand No. 6 in D. 1—(b) Temporary cost of living allowance on pensions to be 50 per cent. of pension subject to a maximum of Rs. 250 per month.

12. The pension scheme now in force in this company has fixed the pensionable age to be 55 years for males and 50 years for females. A person who has completed 20 years or more of service is entitled to normal pension which is 40 per cent. of the average highest basic earnings during a period of five years plus the cost of living allowance then in force. A person who has completed 15 years of service, but falls short of the period of 20 years, receives a proportionate amount of his normal pension. Provision has also been made for pension on early retirement on account of ill-health or any other special reason not more than 10 years before attaining pension age whereby a reduced percentage of pensionable earning is paid varying according to the number of years by which his age at retirement falls below the normal pensionable age.

13. With regard to the payment of a cost of living allowance being fixed at 50 per cent. of the pension, this demand seems to be extravagant. As ascertained by us, the basic wage now paid to the workmen includes a fairly large percentage of the cost of living allowance. The percentage basis on which pension is computed is based on the sum total of the basic wage and the remaining percentage of the cost of living allowance. That being the case, we do not feel justified in directing the company to alter the benevolent pension scheme they have framed to meet this demand. The demand is, therefore, rejected.

Demand No. 6 in D. 1—(c) Pensions to be assured to dependants for a minimum of 5 years from the date of retirement in the event of death before that period.

14. This demand is linked up with the demand No. 8 (a) and (b), and in view of the offer made by the companies which we consider adequate to meet this demand, we make no order save on the terms awarded with regard to demand No. 8 (a) and (b).

Demand No. 6 in D. 1—(d) Pension on optional retirement plan—

- (i) after reaching age 45 with employer's consent;
- (ii) after reaching age 50 provided member has 20 years' service with the company at member's request.

Note.—1 per cent. of pension to be reduced for each year counting each month as 1/12th of an year, elapsing from optional retirement date until normal retirement date.

15. With regard to this demand, the company has a very comprehensive pension scheme providing for a proportionate pension and also for the payment of pension on early retirement. The reduction in the percentage of the pension on early retirement is shown in the following table:—

Age last birthday		Percentage of pensionable earnings (i.e., full pension)
Male	Female	
54	49	40
53	48	39
52	47	37
51	46	35
50	45	33
49	44	31
48	43	29
47	42	27
46	41	25
45	40	25

16. The percentage deduction seems to be fair. In any case, any alteration of the existing scheme must necessarily result in further delay in introducing a new pension scheme for the non-clerical employees which the Shell Company and Caltex (Ceylon) Ltd. have agreed to implement within a period of twelve months. The demand is, therefore, rejected.

Demand No. 6 in D. 1—(e) Pension option—24 months' basic wage as at date of retirement.

17. The grant of a monthly pension is intended to help a retired worker to maintain himself and his family after retirement. The grant of this lump sum asked for will defeat this purpose. The lump sum paid by the provident fund is adequate to meet any urgent necessity. The demand is, therefore, rejected.

Demand No. 6 in D. 1—(f) Retirement with pension after 10 years' service on medical grounds to be permitted.

18. This demand seems to introduce an alteration of the existing scheme as set out above. Although we are not disposed to alter the existing pension scheme which we find to be generally satisfactory between the employer and the employee, we would recommend to the companies for favourable consideration the grant of a gratuity on compassionate grounds in cases where such early retirement has become necessary on medical grounds.

Demand No. 7 in D. 1—Termination benefits—Voluntary termination of services at the instance of the member, provided he has 15 years' service with the company—15 months' basic as at date of retirement.

19. In regard to the employees who voluntarily terminate their services before becoming eligible for a pension under the existing pension scheme, they cannot reasonably expect to receive any benefits other than those falling due under the existing provident fund scheme. This demand is in effect a request for the inauguration of a gratuity scheme as well in addition to the provident fund scheme. The company has resisted this demand. We do not feel justified in all the circumstances to accede to this demand which is, therefore, rejected.

Demand No. 8 in D. 1—(a) In case of death while in active service, widow, dependants or nominee to receive one year's basic wages as at time of death.

20. On behalf of the Shell Company and Caltex (Ceylon) Ltd. it was stated that the companies are prepared to make payment of six months' gross wages at time of death to the widow or dependants or the nominee of the deceased employee. We have been asked to consider whether this payment cannot be augmented to include a longer period than six months'. The demand was for one year's basic wage, but the companies have agreed to pay six months' gross wages. In view of this fact, we do not think that any order for the payment of a bigger amount than has been agreed to should be made.

Demand No. 8 in D. 1—(b) In case of death after retirement, widow, dependants or nominee to receive one year's basic pension, in addition to benefits under assured pension.

21. This demand is linked up with demand No. 6 (c). With regard to demand No. 6 (c), the Shell Company is prepared to make payment of the pension for a minimum period of five years and in the event of death of a pensioner before the expiry of the period of five years, the widow or dependant relative or nominee would receive the pension for the unexpired period out of the five years which in any case will be at least for a minimum period of six months after the death of the pensioner. The agreement with regard to demand No. 6 (c) is intended as a benevolent measure to help the widow or the dependant relatives for a minimum period of six months after the death of the pensioner. Demand No 8 (b) is for the payment of a further one year's basic pension in addition to the payment of the assured pension to the widow or dependant relatives. In view of the grant of an assured pension to the widow or dependant relative, we consider that the payment of a further six months' basic pension to the widow, dependants or nominee of the pensioner should be regarded as being fair and equitable between the parties and we make award accordingly.

Demand No. 9 in D. 1—Provision of a housing scheme for members, on conditions to be worked out, if the principle is accepted.

22. We agree that the provision of a housing scheme is highly commendable. Owing to the various difficulties of giving effect to it, the union has, for the present, withdrawn this demand.

Demand No. 10 (a) in D. 1 and No. 9 in D. 2—Extension of medical facilities through a health insurance scheme to include (i) families, (ii) hospitalization (families and members). The members are prepared to contribute through the insurance scheme.

23. In regard to this demand, although the extension of medical facilities as stated in this demand would be very welcome if facilities are available for the operation of such a scheme, it was agreed that such facilities do not now exist. The union, therefore, did not press this demand for the present.

Demand No. 10 (b) in D. 1—Restoration of six weeks' full paid medical leave as laid down by the Thambyah Award, 1947.

24. At present the Shell Company grants sick leave on full pay for 21 working days. The Standard Vacuum O.I Company grants sick leave for a period extending up to 36 days. The Shell Company is prepared to grant sick leave for such further extended period as may be certified by a qualified medical practitioner. The company, however, reserves to itself the right to have the patient examined by their own doctor and grant such further period of extended leave as may be recommended by him. We consider this to be a satisfactory arrangement and award accordingly.

Demand No. 10 (c) in D.1 and No. 8 in D.2—Accumulation of unavailed of sick leave for a maximum of 4 months. The principle of the Canekeeratne Award should be accepted.

25. These demands were not pressed in view of the provision already made with regard to the demand in 10 (b) above.

Demand No. 11 (a) in D.1—Annual vacation leave to accumulate for two years for all members.

26. The Shell Company was agreeable to allow the annual vacation leave to accumulate for a period of two years. The grant of 14 days annual leave each year appears to be obligatory under the existing labour legislation. In these circumstances, it would be necessary to consult the Commissioner of Labour who is the officer responsible for the enforcement of this legislation before the agreement can be implemented. If such approval is obtained the agreement will operate.

Demand No. 11 (b) in D.1 and No. 7 in D.2—Annual vacation leave to be increased from 14 to 21 working days for members counting ten years' service and over.

27. After hearing the parties we are of the opinion that in view of the fact that there is provision for sick leave, and for casual leave amounting to 7 working days and the annual holiday of 14 working days, there appears to be no justification for increasing the amount of vacation leave from 14 to 21 days. The demand is, therefore, rejected.

Demand No. 12 (a) in D.1—Increase of the company's contribution to the provident fund from 10 per cent. to 15 per cent. basic pay.

28. It was agreed between the union and the Shell Company that the company's contribution shall be 10 per cent. gross instead of 10 per cent. of the basic salary which they now contribute.

Demand No. 12 (b) in D. 1—Members to be given the option of contributing up to a maximum of 15 per cent. of basic pay to the provident fund.

29. In view of the difficulties which would arise if this demand entitling the employees to contribute varying sums up to 15 per cent. is allowed, the union does not press its demand. The employee will continue to contribute ten per cent. of the basic salary or wage to the provident fund.

Demand No. 13 in D.1 and No. 6 in D.2—Provision of facilities to draw up to three months' basic pay in the case of death in the family. Liquidation to be over a period of 18 months.

30. With regard to this demand, we understand that it has been the practice in this company to give loans in appropriate cases in the event of death in the family or in such circumstances. We take it that the company will continue to adopt this practice in deserving cases. The company states that it does not want to be bound by an award compelling them to give a loan at the demand of the employee. In these circumstances, Mr. Quentin Fernando for the unions, stated that he does not press the demand and we, therefore, make no award on it.

Demand No. 14 in D. 1—Abolition of grade 12. Maximum on the following grades to be as hereunder—

Grade 11—Rs. 363 per month.
Grade 9—Rs. 528 per month.
Grade 8—Rs. 655 per month.

Maximum on each grade to be reached at the age of 50 or earlier. Promotion from grade 10 to 9 to be automatic.

31. The union withdrew the first part of the demand for the abolition of grade 12. The demand for the fixing of certain maximum salaries for grade 8, 9 and 11 was also withdrawn as it is now found that the new scales of maximum salaries suggested by the company, vide document R.3 (annexe "A")

are higher than the maxima demanded. We, therefore, adopt the scales of salaries and the maxima suggested by the company. The demand for the maximum of each grade to be reached at the age of 50 years or earlier was not pressed. With regard to the demand that promotion from grade 10 to grade 9 should be automatic, we have considered the submissions made by the parties. The grading of employees into various categories of salary scales is primarily based on the evaluation of the jobs performed by the worker in each separate category. A workman in a lower category can by efficient work and proved capacity earn promotion to a higher category which may call for superior efficiency. The automatic promotion based solely on a time scale does not tend to promote efficiency by employees in the private sector. We do not envisage a situation whereby an employee who has started on the lowest category must continue to remain in that category throughout his career. While we do not favour automatic promotion from one grade to the next higher grade by the mere efflux of time, the management would no doubt use its discretion in promoting deserving men from a low category to the next higher or any other category on the ground of proved merit even before that employee has gone to the maximum point of the salary attached to that grade. The demand for automatic promotion from grade 10 to grade 9 is rejected subject to the qualifications above indicated.

Demand No. 15 in D.1—An allowance of Rs. 50 per month for members working at Kolonnawa, Bloemendhal, airports and outstation depots.

32. This demand has been pressed partly on the ground that the workmen employed at these depots perform duties for a longer number of hours than those working at the head office. The period of their work, however, is limited to the 8-hour day fixed by law for which they receive wages as prescribed. Moreover, it has been brought to our notice that all the employees in this company are liable to periodical transfers from the head office to these terminal stations, and *vice versa*. The grant of a special station allowance is bound to lead to discontent among the other workers and will create a scramble by the workers generally to be transferred to those stations in view of the higher emoluments. We have been informed that canteen facilities are available in these places where food is supplied to any worker who desires to avail himself of such facilities. We are also informed that the mid-day meal for these workers is subsidised by the company. In view of the above considerations, we are not prepared to grant this demand which is, therefore, rejected.

Demands of the All Ceylon Oil Companies' Workers' Union (Demands Nos. D.4, D.5 and D.6).

33. The All Ceylon Oil Companies' Workers' Union has presented a series of demands against the Shell Company, Caltex (Ceylon) Ltd., and the Standard Vacuum Oil Company. These demands are shown separately in the appended schedules marked D.4, D.5 and D.6. Most of the demands are identical against the three companies. Demand No. 1 in schedule D.4 is identical with the demands numbered 1 in D.5 and in D.6. This demand was settled in favour of the union by an agreement recorded in the proceedings in I. D. 140, 141, and 142 on March 3, 1959. The agreement is as follows:—

"It is agreed that with regard to demand No. 1 made against the Shell Company of Ceylon Ltd. and Caltex (Ceylon) Ltd. with regard to a fair time schedule for lorry drivers, the companies are prepared to exhibit on their notice boards of the respective transport offices the existing time schedules which they have prepared and which are now in operation. It is desirable that the time schedules should be related to the capacity of the bowser and the product."

After these time schedules are exhibited we take it that the union will be able to acquaint itself with the time schedules so exhibited. If, thereafter, it becomes necessary for the union to make any representation with regard to any minor modification or alteration of the time schedule, the parties are prepared to negotiate between themselves with regard to such modifications. If after negotiations there is any disagreement with regard to any particular item in the time schedule which in the opinion of the union requires modification, it is agreed that the union official in each company would jointly make arrangements with the Installation Manager or Terminal Superintendent as the case may be for the carrying out of test trips.

We consider the above agreement fair and equitable and make our award in terms thereof in respect of this demand applicable to the union and the three oil companies.

Demand No. 2 in D.4, D.5 and D.6—A proper classification of work to be done by the workers

34. When the inquiry commenced this demand was amended to read—

"A proper classification of workers in relation to the work done by them."

The companies filed a list of the different categories of workers marked S. S. C. 1 (annexe "B"). After hearing the parties, the companies agreed on their final classification. The union demands that porters or mates be moved from category 1B to category 1A. The company maintains that a porter or mate performs no more skilled work than an ordinary labourer. There is no proof that on a job evaluation that the porter who is ordinarily drawn from the class of unskilled labourers should be regarded as being entitled to a scale of salary higher than

which is paid to an ordinary labourer. We adopt the categorization of these workers in category 1B. With regard to peons who are placed in category 1A, their wage scale has been agreed upon between the parties. We consider that a peon who occupies an intermediate position between other workmen and the clerical staff should be placed in a separate scale, which we propose to do and prescribe a separate scale of salary for them as agreed to between the parties with such modifications as shown in the table annexed to this award (annexe "C").

Tank Gaugers

35. With regard to these workers, the company has placed them in category 2. The union wanted these workers to be placed on a scale ranging from Rs. 150 to Rs. 210. There is no agreement or evidence as to any special skill expected from a tank gauger in the performance of his duties. As we are laying down a new wage scale in respect of all categories, the demand of the union would be sufficiently met by the new scale provided by us. The tank gauger would, therefore, continue to remain in category 2 and receive the salary provided for that category.

Waiters, assistant cooks and head cooks

36. The union demands that these categories of workers be moved up by one stage in the classification. The salary scales we provide for them compare favourably with salaries paid to similar workers elsewhere. We see no reason to accede to this demand.

Afloat workers

37. With regard to the barge driver III employed by the Shell Company, we have been informed that his duties are less responsible and do not compare in skill or otherwise with the afloat workers shown in category 2. The company also informs us that with the introduction of the new type of barges where there is an automatic pressure valve during bunkering operations, the need for the maintenance of this category of worker no longer exists. We, therefore, see no reason to place barge driver III in a higher category. It was, however, agreed that the present barge driver III in the Shell Company should be placed in an appropriate point in the new salary scale, which we propose to lay down for the afloat workers.

Demand No. 3—A new wage structure

38. The All Ceylon Oil Companies' Workers Union demanded in respect of the daily paid staff whom it represents a new wage structure against all the companies. This demand is No. 3 in schedules D. 4, D. 5, and D. 6. The Petroleum Employees' Union has asked for a revised salary scale for office messengers/peons and Office cleaners and an increase in the temporary cost of living allowance from 25 per cent. to 50 per cent. of basic pay subject to a maximum of Rs. 250 per month, being demands Nos. 2 and 4 respectively in schedule D. 1. This same union has also asked for an increase in the cost of living allowance on the same terms as above from the Standard Vacuum Oil Company, being demand No. 2 in schedule D. 2. The Ceylon Mercantile Union has demanded from Caltex (Ceylon) Ltd., and the Shell Company, a dearness allowance at 40 per cent. of basic salary, being demands No. 3 in schedules D. 7 and D. 8.

All the above demands are being dealt with together.

39. At the hearing before us it was agreed between the parties that it would be more satisfactory for all concerned that we should formulate a uniform scale of salaries and wages to be paid by the various oil companies. We were informed that at present there are certain differences between the scales of salaries paid by the Standard Vacuum Oil Company and the salaries paid by the other two oil companies. It is, therefore, desirable that a uniform scale should be formulated. Moreover, there was agreement between the parties that we should lay down a consolidated wage or salary scale which will take into consideration the basic wage or salary and the cost of living allowance and any other benefits.

40. The cost of living allowance was introduced as a temporary measure to effect the increased cost of living which became quite pronounced shortly after the last war. It was, however, hoped that when living conditions altered, the cost of living would come down. Through the large number of years that had elapsed after this cost of living allowance was introduced, there has been no reduction whatsoever in the cost of living which has progressively increased from time to time. The oil companies have adopted a system whereby they have incorporated into the basic salary or wage a large percentage of the cost of living allowance which in some cases approximates to about 70%. The Shell Company has also recently increased the basic wage by a further 6½% to meet the enhanced cost of living. The cost of living having steadily soared up, we do not see that in the foreseeable future there would be a rapid decline in the high cost of living. This, it is hoped, can be brought about by reducing the cost of essential foodstuffs, clothing and housing accommodation either by larger internal production of these commodities and other consumer goods and/or by any other means which may be devised by the Government. It has been our endeavour to frame a scale of wages and salaries adequate to meet the existing cost of living, and provide for that measure of frugal comfort and other necessities of life to conform as nearly as possible to the living standard.

41. In the determination of the policy with regard to the fixation of wages there are the concepts of minimum wage, a fair wage, and the living wage, the ceiling being the living

wage. As to what a living wage is or should be, it is not possible to formulate such a scale as that is the optimum or the ideal which must be provided according to the concept of the living standard applicable to various strata of society and differing in various countries. We, however, agree that in formulating a scale of wages it is not sufficient merely to lay down a minimum wage which must necessarily fall below what is considered a fair wage. We have, therefore, not been influenced by the minimum wages fixed by the various wages boards in respect of the various industries falling within their purview. We have endeavoured to frame our scales having regard to the conditions applicable to the class of workers in this country and in relation to the general level of wages prevailing in similar industries in this region. It appeared to us that the various unions which represented the workers were influenced to a very large extent in the formulation of their demands by the fact that these oil companies are prosperous concerns and, therefore, have the capacity to pay high scales of wages. The companies themselves have not pleaded incapacity to pay. Although in the fixation of a wage scale, capacity to pay is a necessary ingredient, we must not lose sight of the fact that this alone cannot be the sole criterion for formulating a scale of wages. It is generally recognised that the fixation of a scale of wages in respect of any particular industry should, in a large measure, be related to the prevailing scale of wages in similar industries or in other industries in this region. An Industrial Court which is also concerned with the maintenance and preservation of good industrial relations between employer and employee in similar industries in the region, should not, by fixing a very high scale of wages for one particular industry, create industrial disputes in relation to other similar industries in the region. Having taken into consideration both factors namely, capacity of the industry to pay a fair scale of wages, and the prevailing scales of wages in similar industries, we have approached the question of formulating a new wages scale which we consider should be adequate to meet the living standards of the workers and not leave any gap with regard to the cost of their requirements.

42. The unions concerned sought to place before us what were said to be the actual budgets of expenditure of certain workers employed in these companies. It has been generally accepted that conclusions based solely on an examination of a sample budget of expenditure or on theoretical data with regard to minimum dietary requirements cannot be the criterion in the fixation of wage scales. We are, however, in a position to form a fair estimate of the actual requirements of food, clothing and shelter of these workers according to the present-day requirements. Having all these considerations in view, we shall now proceed to lay down scales of wages in respect of the various categories of workers.

43. We will deal first of all with the installation workers set out in the document marked S. S. C. 1 which was produced by the Shell Company of Ceylon. During the inquiry certain observations were made with regard to the inclusion or exclusion of some of them from those categories. It was finally agreed by the companies that these installation workers as well as the afloat workers in all the oil companies be grouped into the various categories. There was no agreement, however, with regard to certain categories of workers whom the unions desired placed in higher categories. We have dealt with those categories already.

44. A detailed statement as embodied in the document R. W. 1 shows the minimum and the maximum wages now operative in the Shell Company in regard to the various categories of employees and the demand both as regards the minimum and the maximum made by the unions. A similar document showing a comparative statement of the existing wages paid by the companies in respect of these categories of workers, cost of living allowance and special living allowance, and also the minimum and maximum salaries demanded by the Ceylon Mercantile Union in respect of these categories is embodied in the document marked M. 1 (annexe "D"). We find that there is a great disparity between the scales as set out in these two documents, the demand of the Ceylon Mercantile Union being largely on a higher level. In framing our scales we have examined these statements. We have also, for the purpose of comparison, called for existing wage scales of some of the companies which are reputed to pay its employees good scales of wages, namely the Ceylon Tobacco Company, Messrs. Lever Brothers, the Ceylon Transport Board and the Port (Cargo) Corporation. The Port (Cargo) Corporation employs certain classes of workmen comparable to the workers in the afloat section of the oil companies. We have examined these scales and examined the budgetary requirements and the cost of living of the workers.

45. We have also taken into consideration the fact that these oil companies have agreed to provide a non-contributory pension scheme besides the provident fund scheme now existing for the benefit of the workers. In addition, these companies provide other amenities such as medical facilities, recreation rooms and so on. They have also now agreed to revise any existing pension and/or provident fund schemes with a view to improving them to meet as far as possible the demands made by these unions. The wages scales we now propose to provide, taken along with the other benefits and facilities, must be regarded as being an adequate scale of wages and salaries to be the employees. It is

not denied that the salaries and wages at present paid by the oil companies to their employees in relation to the wages and salaries paid to similar categories of workers by the best employers in this region are at least as favourable as, if not better than, the wages and salaries paid by most employers. The unions demanded also an incremental scale spread over a period of 20 years. The companies suggested that the increments be limited to 15 years. We have preferred to adopt the suggestion made by the unions and have provided an incremental scale spread over a period of 20 years. We have also decided that all the workers be treated as monthly paid employees as agreed to by the companies. The following scale of wages shall apply to the various categories of workers appearing on S. S. C. 1 (annexed hereto marked "B") with effect from January 1, 1960. A separate scale showing the consolidated salary payable to peons and office messengers is given in annexe "C" to this award:—

INSTALLATION WORKERS

Category 1 B	Rs. 135-00 — Rs. 180-00 per month
Category 1 A	5 × Rs. 1-50, 5 × Rs. 2-00, 5 × Rs. 2-50, 5 × Rs. 3-00 Rs. 145-00 — Rs. 190-00 per month
Category 2	5 × Rs. 1-50, 5 × Rs. 2-00, 5 × Rs. 2-50, 5 × Rs. 3-00 Rs. 155-00 — Rs. 210-00 per month
Category 3	10 × Rs. 2-50, 10 × Rs. 3-00 Rs. 170-00 — Rs. 230-00 per month
Category 4	20 × Rs. 3-00 Rs. 225-00 — Rs. 285-00 per month
Category 5	20 × Rs. 3-00 Rs. 275-00 — Rs. 345-00 per month
	10 × Rs. 3-00, 10 × Rs. 4-00

AFLOAT STAFF

Category 1 A	Rs. 155-00 — Rs. 225-00 per month
Category 2	10 × Rs. 3-00, 10 × Rs. 4-00 Rs. 210-00 — Rs. 280-00 per month
Category 3	10 × Rs. 3-00, 10 × Rs. 4-00 Rs. 225-00 — Rs. 325-00 per month
Category 4	10 × Rs. 5-00, 10 × Rs. 5-00 Rs. 275-00 — Rs. 375-00 per month
	10 × Rs. 5-00, 10 × Rs. 5-00

We are of the opinion that the wage scale now fixed as well as the salary scale in operation for the clerical staff are adequate to meet all their requirements. We, therefore, do not make any separate award in respect of the demand for an increase in the temporary cost of living allowance, which demand we reject.

Demand No. 4 in schedules D. 4, D. 5 and D. 6 and Demand No. 1 in schedules D. 7 and D. 8—All workers to be made monthly paid employees and not paid at a daily rate.

46. With regard to this demand, an agreement was reached whereby all the oil companies agreed that the workers would be monthly paid employees. It was further agreed that the monthly salaries to be paid to these workers be fixed at the present daily rate paid to the daily-paid workers multiplied by 26. In the event of any justifiable deduction having to be made on account of unauthorised absence or other ground such deductions to be made at the rate of 1/30th of the monthly pay so fixed. The monthly pay during the operative period of this award will be the pay fixed by us in the new wage scale now framed.

Demand No. 5 in schedules D. 4 and D. 5, and Demand No. 4 in schedule D. 8—The provident fund contribution by the management to be raised to 15%, etc.

47. With regard to this demand, the unions have accepted the offer made by the companies to increase the contribution to 10% of the gross wages leaving the employee's contribution to remain as at present. According to a statement submitted by the Shell Company, this company pays a gratuity to its workers for service during the period prior to the inauguration of the thrift fund in 1957 calculated as follows:—

- (a) Up to and including 10 years' service with no fund—2 weeks' gross wages per year.
- (b) Over ten years' service and up to 20 years—2 weeks' gross wages per year.
- (c) Over 20 years' service—4 weeks' gross wages per year.

In the case of Caltex (Ceylon) Ltd. a provident fund for workers was inaugurated in 1947 and in respect of the service of its employees prior to 1947 provision has been made to pay 60% of the monthly salary for each year of service. The sum so calculated has been already added to the provident fund and this sum is earning compound interest from the date of the inauguration of that fund. This seems to be quite satisfactory and the parties agreed before us on January 22, 1960, that this scheme of payment be accepted. The payment of gratuity by the Shell Company as detailed above is also fair and equitable and we consider it adequate to meet this demand.

Demand No. 6 in schedules D. 4 and D. 5 and No. 2 in D. 7 and D. 8—Pension rights for the workers.

48. With regard to this demand, we have been informed by the Shell Company and Caltex (Ceylon) Ltd. that steps have been taken by them to implement a pension scheme for workers and that the scheme which will be finalised in about 12 months' time will be made operative from January 1, 1960. The introduction of a pension scheme for these workers places the employees of these oil companies in a very privileged position of having both a provident fund and a pension scheme.

Demand No. 7 in schedules D. 4 and D. 5—Where disciplinary action is contemplated against a worker, the issue of a show cause notice on the worker, etc.

49. With regard to this demand, it was agreed that—

"Where serious disciplinary action is contemplated against a worker, a show cause notice would be issued and if the company is not satisfied with the reply an inquiry will be held at which a union representative who is an employee of the company may be present as an observer. The record of any such inquiry proceedings will be made available to the union if it so requests."

This agreement appears reasonable and we make our award accordingly.

Demand No. 8 in D. 4 and D. 5—Workers who meet with accidents in the course of their work to be given industrial accident leave without loss of earnings for the first seven days.

50. With regard to this demand, the three companies have agreed that workers who meet with accidents in the course of and within the scope of their employment should be given industrial accident leave without loss of earnings for the first seven days of the accident. Such leave is not to be counted against the normal sick leave which the companies have provided. We consider this concession to be eminently reasonable and make our award accordingly.

Demand No. 9 in D. 4 and D. 5 and No. 8 in D. 6—(a) Workers to be provided with rest rooms and recreational facilities in their work place, (b) Free quarters or a rent allowance.

51. With regard to demand (a), we find that the Shell Company has made provision for a canteen and recreation room. Caltex (Ceylon) Ltd. is at present having a building constructed for this purpose. The facilities now provided by Shell Company and sought to be provided by Caltex (Ceylon) Ltd. are in our opinion sufficient to meet this demand. The Standard Vacuum Oil Company is at present not able to provide any more facilities than those now existing. We are, therefore, unable to make an award on this demand except to recommend that as far as possible this company should endeavour to provide further facilities as can be provided.

With regard to demand (b), we have taken into consideration the need to include the item of house rent in fixing a consolidated wage or salary. We do not, therefore, consider it necessary to make separate provision for this.

Demand No. 9 (c) in D. 5 and No. 8 (c) in D. 6—Taxi fare for workers who work after 10 p.m.

52. This is a demand for taxi-fare for workers who work after 10 p.m. to return to their homes. We find that at present the Shell Company pays Rs. 2 as taxi-fare to employees who return to the depots and installations after 10 p.m. if they live outside a radius of one mile. Caltex (Ceylon) Ltd. are having a building constructed which will provide sleeping accommodation for workers returning at night. Even so, the workers may prefer to go back to their homes and families. In such cases taxi-fare on similar terms should be paid by Caltex (Ceylon) Ltd.

In regard to the demand made against Standard Vacuum Oil Company, it was agreed that workers returning to the station after 10 p.m. should be given taxi-fare of Rs. 2 to enable those who reside beyond the radius of one mile to get back to their homes.

We make our award accordingly.

Demand No. 10 in D. 4 and D. 5, No. 7 in D. 6, No. 4 in D. 7, No. 5 in D. 8 and No. 1 in D. 8—Annual Profit bonus.

53. An interim award has already been made on this demand.

Demand No. 11 in D. 4, No. 12 in D. 5 and No. 11 in D. 6—Health Insurance Scheme to cover the employees and his dependants.

54. A health insurance scheme, though quite commendable, cannot be given effect to except on the larger basis of state aid and contributory insurance schemes. The oil companies at

present employ the services of qualified medical practitioners to afford medical facilities to their workmen. No employers in the private sector have provided any medical facilities for the dependants of the employees. In view of the difficulty of implementing a scheme a similar demand made against the Standard Vacuum Oil Company by one of the unions was not pressed. We cannot see our way to grant this demand in all the existing circumstances.

Demands Nos. 12 and 13 in D. 4, 13 and 14 in D. 5 and 12 and 13 in D. 6, No. 6 in D. 7 and No. 8 in D. 8—The provision of Uniforms, etc.

55. These demands relate to the provision of uniforms, shoes, raincoats and headgear to the workers. The Shell Company provides free uniforms, shoes and caps to several of its categories of workers as detailed in a statement submitted to us. Caltex (Ceylon) Ltd. also has supplied us with a list of the uniforms provided by it to only certain categories of its workers. This company does not provide shoes to its workmen. With regard to the demand for the supply of raincoats and headgear, the position taken up by these two companies is that they have a pool of raincoats with head-protection for the use of those employees who have to work in the rain. The Shell Company does at present supply shoes to certain categories of workers only. We have examined the list of the uniforms, caps and footwear at present provided for the workers. It appears to be the case that the management has, in its discretion, made provision to supply these articles free to such of its workmen the nature of whose duties make it necessary. The companies resisted the demand that free uniforms and shoes should be supplied to all its workmen.

We direct that the Shell Company continue the existing practice and we have no doubt that the existing practice, with such modifications as may be found necessary, will be continued.

We direct that Caltex (Ceylon) Ltd. too should supply leather shoes to such of its workmen whose duties would appear to make the wearing of shoes necessary. As regards raincoats, the existing system by which workmen who have to work in the rain are provided with raincoats and headgear from the stores of the companies appears to be adequate. The companies have undertaken to increase their supply of raincoats if found necessary. In view of the existing provisions as indicated above, the demands in the form in which they are made are rejected.

We direct that the Standard Vacuum Oil Company should continue to supply uniforms, footwear, raincoats and headgear to such of its workmen whose duties make it necessary for them to be so provided.

Demands, No. 14 in D. 4, 15 in D. 5 and 14 in D. 3—Deduction of union dues by the Company from the paysheet.

56. This demand has been strongly resisted by the companies. The making of any deduction of union dues from the pay of the workers is said to be not the function of the management and that the union officials, who are on the spot, should make recoveries from its members. It is unreasonable to expect the management to get involved in a matter which is the exclusive concern of the union.

The demand is, therefore, rejected.

Demand No. 15 in D. 4—Canteen workers to be made company employees, etc.

57. This demand has been settled between the union and the Shell Company before us. The company has agreed to offer employment to the present canteen staff subject to the normal conditions of entry into the company's services, and that any employees so taken over would be given credit for their previous service in the canteen. We consider this agreement to be fair and equitable and make award accordingly.

Demand No. 16 in D. 4—Restoration of the wage cut of the watchmen, etc.

58. This demand has been settled in the following terms—
"It is agreed that employees who were in the service of the company during August, 1957, will be given the benefit of this restoration for the balance period of their employment."
We make award accordingly.

Demand No. 17 in D. 4—All contract work to be abolished and contract workers to be made company employees.

59. This demand was settled in the following terms:—

"With regard to demand No. 17 made against the Shell Company and which relates to the candle factory, which is at present being operated by a private contractor, the company agrees to take over the running of this factory as part of its own organisation.

"There seems to be a minor matter that has to be adjusted with regard to the number of the present employees whom the company can take over as its own employees and with regard to this number an agreement can be reached after the union submits a list of the names and number of persons to be so taken over. This list should be supplied as early as possible."

A list of 17 names has since been submitted to the company. A re-organization of the candle factory is under consideration. In terms of the agreement the company hopes to be able to employ these men, but does not want to be bound by any commitment. We make award in terms of the above agreement.

Demand No. 18 in D. 4(a) A fair shift system, (b) An increased shift allowance, and (c) Proper overtime payment to tank gaugers.

60. With regard to (a) and (c) the union which was required to supply further particulars with regard to these demands has failed to do so. Apparently, these demands are not being pressed and we, therefore, make no decision on them. Demand No. 18 (b) has been settled by an agreement that the tank gaugers' shift allowance be increased to Rs. 30.00 per month.

Demand No. 19 in D. 4—Reinstatement of D. J. Sumanadasa, a contractors' employee working in the candle factory.

61. Sumanadasa was an employee of the contractor who was carrying on the candle factory. The company is unable to reinstate him, but it has offered to pay compensation to him through the contractor by making payment of a gratuity equal to half month's gross wages for each completed year of service. Sumanadasa was in service for 4½ years and on his average monthly earnings the sum offered now is Rs. 210. We consider this offer reasonable and award him compensation in this sum. This sum of Rs. 210 will be paid to D. J. Sumanadasa through the Assistant Commissioner of Labour (Colombo Industrial Relations) No. 21, Vauxhall Street, Colombo 2, within thirty days of the publication of this award in the *Gazette*.

Demand No. 11 in D. 5 and No. 10 in D. 6—Method of computation of overtime payments.

62. This demand is made against Caltex (Ceylon) Ltd. and the Standard Vacuum Oil Company. Caltex (Ceylon) Ltd. have exhibited to us a statement showing the method by which they compute overtime payments. This method of payment accords with the requirements of the Wages Boards' decisions and we see no reason to impose upon the company any higher basis for the payment of overtime.

In regard to the demand made against Standard Vacuum Oil Company, it was agreed that overtime payments be at the rates mentioned in the manual marked R. 1 and R. 2.

We make our award accordingly.

Although overtime is paid to other categories of workers for any work done beyond 12.30 p.m. on Saturdays, a distinction is made in the case of drivers and porters in that they are paid overtime at Caltex (Ceylon) Ltd. only for any work done in excess of the normal 8 hours. The company is no doubt following the terms laid down for drivers and porters by the Wages Board for the Motor Transport Trade. However, this category of worker is engaged in the performance of arduous duties throughout the week. We, therefore, direct that in their case too overtime payment be made for the number of hours they work after 12.30 p.m. on Saturdays. We find that the Shell Company does make overtime payments to their drivers and porters who work beyond 12.30 p.m. on Saturdays.

Demand No. 16 in D. 5—Engagement of private bowsters by the company to cease.

63. An interm award has been made on this demand.

64. Of the demands enumerated in Schedule D. 6 against the Standard Vacuum Oil Company, some are identical with similar demands made against the other two companies. Parties were agreed that these identical demands be settled on the same terms as laid down with regard to the other companies. Those identical demands are demands numbered 1, 2, 3, and 4 in D. 4, D. 5 and D. 6. With regard to demands Nos. 5 and 6 in D. 6 and demand No. 5 in D. 2, it was agreed by the unions that the existing pension and provident fund schemes operated by the company are satisfactory. The Standard Vacuum Oil Company has, by its document S. 14 A agreed to amend its employees' benefit programme as laid down in document S. 14 by giving improved pension, provident fund and other benefits. The All Ceylon Oil Companies' Workers' Union and the Petroleum Employees' Union have accepted the improved scheme set out in document S. 14 A and they did not press their demands. It is, therefore, not necessary to make any award thereon.

Demands of the All Ceylon Oil Companies' Workers' Union—D. 6—(not already dealt with.)

Demand No. 9 (a) in D. 6—Permanency after 6 months' probation for all workers.

65. This demand was not pressed. It is, therefore, not necessary for us to make an award.

Demand No. 9 (b) in D. 6—No worker to be engaged on a temporary basis.

66. This demand was not pressed. It is, therefore, not necessary for us to make an award.

Demand No. 15 in D. 6—An extra crew for the barge and launch.

67. This demand was withdrawn by the union. We, therefore, make no award on it.

Demand No. 16 in D. 6—Boat hire, with retrospective payment of arrears, for workers who fetch the launch.

A 7

68. This demand has been settled and payment made accordingly. We, therefore, make no award.

Demand No. 17 in D. 6—Chipping and painting work not to be carried on after 4 p.m.

69. This demand was withdrawn by the union.

Demand No. 18 in D. 6—Payment of batta for area workers.

70. This demand has been settled on the basis of the company's manual applicable to the payment of batta. We, therefore, make no award on it.

Demand No. 19 in D. 6—Engagement of private bowsters by the company to cease.

71. With regard to this demand, we find it recorded at page 785 of the proceedings in I. D. 121 that this demand is withdrawn in view of the interim award previously made by us in respect of an identical dispute between this same union and Caltex (Ceylon) Ltd. regarding demand No. 16 in Schedule D. 5. That award was based on an agreement between the parties which was communicated to the Court. The union now desires to go back on the earlier agreement as recorded at page 785 of the proceedings in I. D. 121 and take up the position that the company should not engage any more private bowsters without consulting the union. This same position was taken up during the settlement of the dispute with Caltex (Ceylon) Ltd. and later abandoned.

The record at page 841 of the proceedings in I. D. 121 with reference to this demand, according to the representative of this company who appeared before us, is not based on any prior agreement to that effect with the company. The agreement as recorded on this dispute with Caltex (Ceylon) Ltd. was found to be fair and equitable between the parties and we see no reason to make a different award against this company. We, therefore, make award on the same terms of settlement as set out in our interm award which are as follows:—

“The company agrees to ensure that the use of private bowsters should not result in a reduction of the number of the company's permanent employees or be detrimental to their interests.

“The company also assures the union that hired bowsters will be used only when the company is unable to meet its demands with its own bowsters.

“While parties agree that this question of the use of private bowsters is within the province of the management, the company states that its policy is to effect the regular transport of its products from Kolonnawa and its bulk depots to its dealers in its own bowsters. All deliveries by and through the Ceylon Government Railway and all exigencies are excepted.”

Additional demands made by the Petroleum Employees' Union in the Schedule marked D. 2 and numbered 2—9 (some of which have not yet been dealt with).

Demand No. 2 in D. 2—An increase in the temporary cost of living allowance from 25 per cent. to 50 per cent. of basic pay subject to a maximum of Rs. 250 per month.

72. This demand has already been dealt with fully in paras. 38 to 45. The employees in the clerical service of these companies have made no demand for any revision in their present salary scales. We have examined the salary scales and find that they are higher than the salaries paid to similar employees by most employers in the private sector or those in the employment of Government. There is, however, a demand on their behalf that their cost of living allowance be increased to 50 per cent. of the basic pay. These clerks are paid their cost of living allowance at Government rates. Nearly 70 per cent of the cost of living allowance is merged in their basic salary and 25 per cent. of the merged salary is given as a cost of living allowance. The Shell Company has also increased their basic salary by 6½ per cent. Upon a consideration of all these facts we do not see any justification for the demand that the cost of living allowance should be raised as set out in the demand. We consider it desirable, however, that the clerical service should also be provided with a consolidated wage scale which should include the cost of living allowance as well. We recommend to the companies that they should take steps to merge the cost of living allowance with the basic salary and pay a consolidated salary to the members of the clerical service also. The provision of a consolidated wage will benefit the members of the clerical service as well. If as it is hoped the cost of living comes down, these clerks will benefit in that their real wages in relation to the purchasing power based on their money wage of essential commodities and services will considerably increase.

Demand No. 4 in D. 2—Advance of salary up to two years basic pay for the purpose of buying land to build houses financed through Government Housing Loans. The refund to be made over a period of 10 years at 1 per cent. interest.

73. This demand has been resisted by the company. We do not see how an employer in the private sector can be adequately secured for the repayment of any lump sum of money so advanced,

We do not think that the demand in the form in which it has been made is practicable or that it is reasonable to expect an employer in the private sector to grant. In the circumstances we reject the demand.

Demands of the Ceylon Mercantile Union against Caltex (Ceylon) Ltd. (Schedule D. 7) and against the Shell Company of Ceylon Ltd. (Schedule D. 8) (some of which have not yet been dealt with).

74. With regard to the demands in these Schedules which are identical in terms with the demands made by the other unions, we make the same award.

In demand No. 2 as set out in D. 7 and D. 8, there is a claim for holiday allowance. No material has been placed before us to justify this demand. We, therefore, reject it. The payment of a holiday allowance is not a matter which can be regarded as a condition of service. It is a matter entirely within the discretion of the management to determine whether any such payment should be made and the quantum of such payment. We, therefore, make no award on this matter.

Demands Nos. 5 and 7 in D. 7 and D. 8 respectively—Double pay, in addition to full monthly pay, for work done on Saturdays, half holidays, Sundays and statutory holidays.

75. All workers are now placed on a monthly scale of pay. There is statutory provision in the Shop and Office Employees Act and the decisions of the Wages Boards to regulate the payment of overtime. The rate prescribed is $1\frac{1}{2}$ times the normal pay. We see no reason to justify this demand which is, therefore, rejected.

Demand No. 7 in D. 7 and No. 9 in D. 8—Night shift, in case of day and night shift workers to be 7 hours as in the Port of Colombo.

76. According to the existing practice and legislation, each shift consists of 8 hours. We see no reason to reduce the number of hours of work during the night shift as demanded.

Demand No. 8 in D. 7 and No. 10 in D. 8—Day and night shift workers who are required to work overtime on the night shift to be paid overtime for a full period of 8 hours, etc.

77. Overtime is always made in respect of the number of hours during which the worker works in excess of his normal hours of work. The demand presents no merits and is, therefore, rejected.

Demand No. 11 in D. 8—Gratuity to Mr. P. Marthelis.

78. This demand has been settled out of Court and we, therefore, make no award on it.

Demand No. 6 in D. 8—Shift allowance of Rs. 45 per mensem for employees on 24 hour shift.

79. This demand was settled between the parties upon the union accepting the company's offer to raise the shift allowance from Rs. 15 to Rs. 30 per month with effect from January 1, 1958. In view of this agreement we make no further award.

Date and operative period of award

80. This award will come into force from January 1, 1960, and shall be operative for a period of three years from that date. We have endeavoured as far as possible to resolve the existing disputes. We find that the companies in agreeing to pay monthly salaries to their workmen and agreeing to concede as far as possible all the reasonable demands made by the unions, have endeavoured to maintain the harmonious relations which should exist between the employers and employees.

G. CROSSETTE THAMBYAH,
President.

A. D. CANAGA RETNA,
Member.

D. E. WILBWARDANE,
Member.

Dated at Colombo this thirtieth day of April, 1960.

SCHEDULE D. 1

I. D. 121

The Petroleum Employees' Union of Ceylon
Vs.

The Shell Company of Ceylon Limited.

DEMANDS

1. Payment of a profit bonus.
2. Revised salary scales for office messengers/peons and office cleaners.
3. Retirement, termination and death benefits for office messengers/peons and office cleaners.

ADDED DEMANDS

4. An increase in the Temporary Cost of Living Allowance from 25 per cent. to 50 per cent. of basic pay subject to a maximum of Rs. 250 per month.
5. A monthly rent allowance of 15 per cent. basic pay for married members and $7\frac{1}{2}$ per cent. for unmarried members.

6. (a) Amendment of the Company's pension fund rules to preclude any kind of deduction in computing it.

(b) Temporary Cost of Living Allowance on pensions to be 50 per cent. of pension subject to a maximum of Rs. 250 per month.

(c) Pension to be assured to dependants for a minimum of 5 years from the date of retirement in the event of death before that period.

(d) Pension on optional retirement plan—

(i) after reaching age 45 with employer's consent;

(ii) after reaching age 50 provided member has 20 years' service with the company at member's request.

Note.—1 per cent. of pension to be reduced for each year counting each month as $1/12$ th of an year, elapsing from optional retirement date until normal retirement date.

(e) Pension option—24 months' basic wage as at date of retirement.

(f) Retirement with pension after 10 years' service on medical grounds to be permitted.

7. *Termination Benefits.*—Voluntary termination of services at the instance of the member, provided he has 15 years' service with the Company—15 months' basic as at date of retirement.

8. *Death Benefits.*—(a) In case of death while in active service, widow, dependants or nominee to receive one year's basic wage as at time of death.

(b) In case of death after retirement, widow, dependants or nominee to receive one year's basic pension, in addition to benefits under assured pension.

9. Provision of a housing scheme for members, on conditions to be worked out, if the principle is accepted.

10. (a) Extension of Medical facilities through a health insurance scheme to include (1) families, (2) Hospitalisation (families and members). The members are prepared to contribute through the Insurance Scheme.

(b) Restoration of six weeks full paid medical leave as laid down by the Thambyah Award 1947.

(c) Accumulation of unavailed of sick leave for a maximum of 4 months. The principle of the Canekeratne Award should be accepted.

11. (a) Annual vacation leave to accumulate for two years for all members.

(b) Annual vacation leave to be increased from 14 to 21 working days for members counting ten years' service and over.

12. (a) Increase of the Company's contribution to the provident fund from 10 per cent. to 15 per cent. basic pay.

(b) Members to be given the option of contributing up to a maximum of 15 per cent. of basic pay to the Provident Fund.

13. Provision of facilities to draw up to three months' basic pay in case of death in the family. Liquidation to be over a period of 18 months.

14. Abolition of grade 12. Maximum on the following grades to be as hereunder—

Grade 11—Rs. 363 per month

Grade 9—Rs. 528 per month

Grade 8—Rs. 655 per month.

Maximum on each grade to be reached at age 50 or earlier. Promotion from grade 10 to 9 to be automatic.

15. An allowance of Rs. 50 per month for members working at Kolonnawa, Bloemendhal, Airports and outstation Depots.

SCHEDULE D. 3

I. D. 137

The Ceylon Mercantile Union

Vs.

The Standard Vacuum Oil Company.

DEMANDS

The payment of a bonus.

SCHEDULE D. 4

I. D. 140

The All Ceylon Oil Companies Workers' Union

Vs.

The Shell Company of Ceylon Ltd.

DEMANDS

1. A fair time Schedule for the lorry drivers.
2. A proper classification of work to be done by the workers.
3. A new wage structure.
4. All workers to be made monthly paid employees and not paid at a daily rate.
5. The Provident Fund contribution by the management to be raised to 15 per cent. The past services of workers prior to the establishment of the Provident Fund to be accounted for on the basis of one month's wage for every year of service.
6. Pension rights for the workers.
7. Where disciplinary action is contemplated against a worker the issue of a show cause notice on the worker. Thereafter a full and proper inquiry and in the presence of a Union representative if the Union so desires it. The record of all inquiry proceedings to be made available to the Union.

8. Workers who meet with accidents in the course of their work to be given industrial accident leave without loss of earnings for the first 7 days.

9. (a) Workers to be provided with rest rooms and recreational facilities in their work place, and

(b) Free quarters or a rent allowance.

10. An annual profit bonus to workers.

11. Health Insurance Scheme to cover the employee and his dependants.

12. The provision of uniforms and shoes.

13. Rain-coats and head-gear to be supplied to workers.

14. Deduction of Union dues by the Company from the pay sheet.

15. Canteen workers to be made Company employees with full rights and privileges as from the date of their employment.

16. Restoration of the wage cut of the watchmen, with full arrears of the difference in pay, consequent on their conversion to a daily rate of pay.

17. All contract work to be abolished and contract workers to be made Company employees.

18. (a) A fair shift system;

(b) An increased shift allowance; and

(c) Proper overtime payment to Tank Gaugers.

19. Reinstatement of D. J. Sumanadasa, a contractor's employee working in the Candle Factory.

SCHEDULE D. 5

I. D. 141

The All Ceylon Oil Companies Workers' Union
Vs.

Caltex Ceylon Limited

DEMANDS

1. A fair time schedule for the lorry drivers.
2. A proper classification of work to be done by the workers.
3. A new wage structure.
4. All workers to be made monthly paid employees and not paid at a daily rate.

5. The Provident Fund contribution by the management to be raised to 15 per cent. The past services of workers prior to the establishment of the Provident Fund to be accounted for on the basis of one month's wage for every year of service.

6. Pension rights for the workers.

7. Where disciplinary action is contemplated against a worker the issue of a show cause notice on the worker. Thereafter a full and proper inquiry and in the presence of a Union representative if the Union so desires it. The record of all inquiry proceedings to be made available to the Union.

8. Workers who meet with accidents in the course of their work to be given industrial accident leave without loss of earnings for the first 7 days.

9. (a) Workers to be provided with rest rooms and recreational facilities in their work place;

(b) Free quarters or a rent allowance; and

(c) Taxi fare for workers who work after 10 p.m.

10. An annual profit bonus to workers.

11. Method of computation of overtime payment.

12. Health Insurance Scheme to cover the employee and his dependants.

13. The provision of uniforms and shoes.

14. Rain-coats and head-gear to be supplied to workers.

15. Deduction of Union dues by the Company from the pay-sheet.

16. Engagement of private bowlers by the Company to cease.

SCHEDULE D. 6

I. D. 142

The All Ceylon Oil Companies Workers' Union
Vs.

The Standard Vacuum Oil Company

DEMANDS

1. A fair time schedule for the lorry drivers.
2. A proper classification of work to be done by the workers in Standard-Vacuum Oil Company.

3. A new wage structure.

4. All workers to be made monthly paid employees and not paid at a daily rate.

5. The Provident Fund contribution by the management to be raised to 15 per cent. The past services of workers prior to the establishment of the Provident Fund to be accounted for on the basis of one month's wage for every year of service.

6. Pension rights for the workers.

7. Annual profit bonus to workers.

8. (a) Workers to be provided with rest rooms and recreational and welfare facilities.

(b) Free quarters or a rent allowance.

(c) Taxi fare for workers who work after 10 p.m.

9. (a) Permanency after 6 months probation for all workers,

(b) No worker to be engaged on a temporary basis.

10. Method of computation of overtime.

11. Health Insurance Scheme to cover the employee and his dependants.

12. The provision of uniforms and shoes.

13. Rain-coats and head-gear to be supplied to workers.

14. Deduction of Union dues by the Company from the pay-sheet.

15. An extra crew for the barge and launch.

16. Boat hire, with retrospective payment of arrears, for workers who fetch the launch.

17. Chipping and painting work not to be carried on after 4 p.m.

18. Payment of batta for area workers.

19. Engagement of private bowlers by the Company to cease.

SCHEDULE D. 7

I. D. 149

The Ceylon Mercantile Union
Vs.

Caltex Ceylon Limited

DEMANDS

1. Monthly salaries for all staff on incremental scales.

2. Pension rights and holiday allowance as given to clerical staff of Shell Co. of Ceylon Limited.

3. Dearness allowance at 40 per cent. of basic salary.

4. Annual bonus, as given by Oil Companies in India.

5. Double pay, in addition to full monthly pay, for work done on Saturdays, half holidays, Sundays and statutory holidays.

6. Provision of uniforms, rainwear, caps and foot-gear to all workers afloat as supplied by the Standard Vacuum Oil Co.

7. Night shift, in case of day and night shift workers to be 7 hours as in the Port of Colombo.

8. Day and night shift workers who are required to work overtime on the night shift to be paid overtime for a full period of 8 hours, irrespective of the actual number of hours worked in excess of the normal night shift period.

SCHEDULE D. 8

I. D. 150

The Ceylon Mercantile Union
Vs.

The Shell Company of Ceylon Limited

DEMANDS

1. Monthly salaries for all staff on incremental scales.

2. Pension rights and holiday allowance as given to clerical staff.

3. Dearness allowance at 40 per cent. of basic salary.

4. Provident Fund contribution at 15 per cent. of gross salary by employer and 10 per cent. contribution by employee.

5. Annual bonus as given by Oil Companies in India.

6. Shift Allowance of Rs. 45 per mensem for employees on 24 hour shift.

7. Double pay, in addition to full monthly pay, for work done on Saturdays, half holidays, Sundays and statutory holidays.

8. Provisions of caps and shoes for Watchmen.

9. Night shift, in case of day and night shift workers to be seven hours as in the Port of Colombo.

10. Day and night shift workers who are required to work overtime on the night shift to be paid overtime for a full period of 8 hours, irrespective of the actual number of hours worked in excess of the normal night shift period.

11. Gratuity to Mr. P. Marthelis in respect of his Service prior to his discontinuance.

SCHEDULE D. 2

I. D. 122

The Petroleum Employees' Union of Ceylon
Vs.

The Standard Vacuum Oil Company.

DEMANDS

1. The payment of a profit bonus.

2. An increase in the temporary cost of living allowance from 25 per cent. to 50 per cent. of basic pay subject to a maximum of Rs. 250 per month.

3. A monthly rent allowance of 15 per cent. basic pay for married members and 7½ per cent. basic pay for unmarried members.

4. Advance on salary up to two years basic pay by the purpose of buying land to build houses financed through Government Housing Loans. The refund to be made over a period of 10 years at 1 per cent. interest.

5. Retirement benefits.—

- (a) Amendment of the company's pension fund rules to preclude any kind of deduction in computing it.
- (b) Pensions calculated on earnings after December, 1955, to be awarded a temporary cost of living allowance of 50 per cent. of basic pension.
- (c) Deduction from pension of members retiring under the company's optional retirement plan to be reduced from 4 per cent. to 1 per cent. as follows:—
Note.—1 per cent. of pension, instead of 4 per cent. as at present, to be reduced for each year, counting each month as 1/12 of an year, elapsing from optional retirement date until normal retirement date.
- (d) Pension option to be 24 months' basic pay as at date of retirement instead of 15 months as at present.
- (e) Retirement with pension to be permitted on medical grounds provided member has at least 10 years' service.
- (f) Company's contributions to the provident fund to be increased from 10 per cent. of basic pay to 15 per cent. of basic pay.

- (g) Members to have the option of contributing up to a maximum of 15 per cent. of basic pay.
- (h) Services prior to the inauguration of the provident fund in September, 1947, to be compensated for by a contribution by the employer equivalent to 10 per cent. of basic monthly pay as at retirement date for each month of such prior service.
- 6. Advance on salary up to a maximum of 3 months' basic pay to meet such contingencies as sudden death in the family, &c.
- 7. Annual vacation of 2 working weeks to be extended to 3 working weeks in the case of members counting 10 years' service and more in the company.
- 8. Accumulation of unavailed of sick leave for a maximum of 4 months. The principle of the Canekeratne Award should be accepted.
- 9. Extension of present medical facilities to cover hospitalisation of members and their families through a health insurance scheme.

CEYLON

ANNEXE " A "

NON-EXECUTIVE STAFF
 Basic Scales—Age and Salary Groupings
 Rupees per Month

Add. T.C.L.A. at 26 per cent.
 Effective April 1, 1958.

Age	12			11			10			9			8		
	A	B	C	C	B	A	C	B	A	C	B	A	C	B	A
19	150	150	155	155	155	155									
20	157	157	162	163	164										
21	164	164	170	171	173	177	177	177	192	192	192	213	213	213	
22	171	171	178	179	182	187	188	189	204	206	207	228	229	230	
23	178	178	186	187	191	197	199	201	216	220	222	243	245	247	
24	185	185	194	196	200	207	210	213	228	234	237	258	261	264	
25	192	192	202	205	209	217	221	225	241	248	252	273	277	281	
26	200	200	210	214	218	227	232	237	254	262	268	288	293	298	
27	208	208	218	223	227	237	243	250	267	276	284	303	309	315	
28	216	216	226	232	236	247	254	263	280	290	300	318	325	332	
29	224	224	234	241	245	257	265	276	293	304	316	333	341	349	
30	232	232	242	250	255	267	276	289	306	318	332	348	357	366	
31	240	240	250	259	265	277	288	302	319	332	348	363	373	383	
32	248	248	258	268	275	287	300	315	332	346	364	378	391	403	
33	256	256	267	277	285	297	312	328	345	360	380	394	409	423	
34	264	264	276	286	295	307	324	341	358	374	396	410	427	443	
35	272	272	285	295	305	318	336	354	371	388	412	426	445	463	
36	280	280	294	304	315	329	348	367	384	402	428	442	463	483	
37	288	288	303	313	325	340	360	380	397	416	444	458	481	503	
38	296	296	312	322	335	351	372	393	410	430	460	474	499	523	
39	304	304	321	331	345	362	384	406	423	444	476	490	517	543	
40	312	312	330	340	355	373	396	419	436	458	492	506	535	563	
41	320	320	339	349	365	384	408	432	449	472	508	522	553	583	
42			348	358	375	395	420	445	462	486	524	538	571	603	
43			357	367	385	406	432	458	475	500	540	554	589	623	
44			366	376	395	417	444	471	488	514	556	570	607	643	
45			375	385	405	428	456	484	501	528	572	586	625	663	
46						439	468	497	514	542	588	602	643	684	
47						450	480	510	527	556	604	618	661	705	
48									540	570	620	634	679	726	
49												650	698	747	
50												666	717	768	

—Normal starting Age
 A=Outstanding job holder earmarked for promotion
 B = Above average job holder
 C = Average job holder

ANNEXE " B "

S. S. C. I

Installation Workers

Category 1		Category 2	Category 3	Category 4	Category 5
General Labour (including porters)	Watchman II (Shell)	Fitter III (Caltex)	Fitter II	Fitter I	Chargehand Artisan (Shell)
	Watchman (SVOC & Caltex)	Watchman I (Shell)	Electrician II	Electrician I	
	Peons	Tank Gauger	M. T. Drivers	Blacksmith	
	Moulderer (SVOC)	Painter II	Fork-lift Truck Driver	Turner	
	Crewman	Carpenter II	Head Watchman (SVOC)	Chief Gauger (Caltex)	
		Weilder II	Mason I		
		Fire Equipment Attendant (Shell)	Painter I		
		Boilerman (Shell & Caltex)	Carpenter I		
		Mechanic (Caltex)	Tinsmith (Shell)		
			Tinker (SVOC)		
			Lab Tester (Shell)		
			Garage Mechanic (SVOC & CALTEX)		

INDUSTRIAL PRODUCTS ACT, No. 18 OF 1949

IT is hereby notified that the Minister of Labour, Industries and Fisheries, has, by virtue of the powers vested in him by section 2 of the Industrial Products Act, No. 18 of 1949, read with the Interpretation Ordinance (Cap. 2), appointed Mr. K. D. T. Samarasinghe to act as the Controller of Industrial Products with effect from May 15, 1960, during the absence out of the Island of Mr. E. C. S. Paul, Controller of Industrial Products.

C. B. KUMARASINHA,
Acting Permanent Secretary,
Ministry of Labour, Industries and Fisheries.

Colombo, May 16, 1960.

THE FOOD CONTROL ACT, No. 25 OF 1950
Order No. 148

BY virtue of the powers vested in me by section 4 (1) (i) of the Food Control Act, No. 25 of 1950, I, Mohottalage Dingiri Banda, Minister of Food, Commerce and Trade, do by this Order, prohibit the transport or removal of any quantity of red onions to the Jaffna Peninsula.

In this Order, "Jaffna Peninsula" means the Administrative District of Jaffna, exclusive of the Divisional Revenue Officer's division of Poonakary-Thunukkai and the Village Headmen's divisions specified in the Schedule hereto.

M. D. BANDA,
Minister of Food, Commerce and Trade.

Colombo, May 12, 1960.

SCHEDULE

1. The Village Headman's division of Thattuvankotty
2. The Village Headman's division of Uriyan
3. The Village Headman's division of Paranthan
4. The Village Headman's division of Kilinochchi
5. The Village Headman's division of Kandawalai
6. The Village Headman's division of Puliampokkanai.

THE MOTOR TRANSPORT ACT, No. 48 OF 1957
ORDER UNDER SECTION 25 (1)

BY virtue of the powers vested in me by sub-section (1) of section 25 of the Motor Transport Act, No. 48 of 1957, I, Walter Geoffrey Montague Jayawickrema, Minister of Nationalised Services, Shipping and Transport, do by this Order approve the proposed acquisition of immovable property specified in the Schedule hereto for the purposes of the business of the Ceylon Transport Board.

W. G. MONTAGUE JAYAWICKREMA,
Minister of Nationalised Services,
Shipping and Transport.

Colombo, May 5, 1960.

Schedule

1. An allotment of land situated in the Kopay South Village, Valigamam East D. R. O's Division, Jaffna District, Northern Province. Extent approximately 6 acres.
2. Bounded on the north by portion of the same land. Bounded on the east by Raja Veethi (Old Dutch Road). Bounded on the south by portion of the same land and property of Mangalaeswarie Ariacutty. Bounded on the west by portion of the same land.
3. Particulars of lot to be acquired :—
Name of land—Pathirayanpulam.
Description of land—Bare land.
Extent approximately 6 acres.

Owners names :—

- (a) S. Shanmuganathan
- (b) N. K. Nallatamby
- (c) E. Saravanamuthu
- (d) A. Somasunderam
- (e) C. Chinnathamby
- (f) A. Sabapathy
- (g) Trustees of Nallanathar Swami Temple
- (h) and others.

Jointly
Addresses
not
known

THE CEYLON (PARLIAMENTARY ELECTIONS) ORDER IN COUNCIL, 1946

Election of a Member for Electoral District No. 3—Borella

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Robolge Barnes Lenora, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 19th day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,
Electoral District No. 3—Borella.

Registrar-General's Office,
Colombo 1, May 5, 1960.

THE CEYLON (PARLIAMENTARY ELECTIONS) ORDER IN COUNCIL, 1946

Election of a Member for Electoral District No. 2—Colombo Central

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Cecil Wickremasinghe, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 20th day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,
Electoral District No. 2—Colombo Central.

Registrar-General's Office,
Colombo 1, May 5, 1960.

THE CEYLON (PARLIAMENTARY ELECTIONS) ORDER IN COUNCIL, 1946

Election of a Member for Electoral District No. 2—Colombo Central

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Don Julius Senarath Parana Yapa, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 19th day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,
Electoral District No. 2—Colombo Central.

Registrar-General's Office,
Colombo 1, May 5, 1960.

THE CEYLON (PARLIAMENTARY ELECTIONS) ORDER IN COUNCIL, 1946

Election of a Member for Electoral District No. 2—Colombo Central

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Manuel Savariappa Themis, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 19th day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,
Electoral District No. 2—Colombo Central.

Registrar-General's Office,
Colombo 1, May 5, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District
No. 2—Colombo Central**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Abdul Aziz, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 25th day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,
Electoral District No. 2—Colombo Central.
Registrar-General's Office,
Colombo 1, May 5, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District
No. 2—Colombo Central**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of M. C. M. Kaleel, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 20th day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,
Electoral District No. 2—Colombo Central.
Registrar-General's Office,
Colombo 1, May 5, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District
No. 19—Dehiwala-Mt. Lavinia**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of K. A. P. Fernando, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 22nd day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,
Electoral District No. 19—Dehiwala-Mt. Lavinia.
Registrar-General's Office,
Colombo 1, May 5, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District
No. 19—Dehiwala-Mt. Lavinia**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of S. de S. Jayasinghe, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 25th day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,
Electoral District No. 19—Dehiwala-Mt. Lavinia.
Registrar-General's Office,
Colombo 1, May 5, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District
No. 19—Dehiwala-Mt. Lavinia**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Colvin Reginald de Silva, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 22nd day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,
Electoral District No. 19—Dehiwala-Mt. Lavinia.
Registrar-General's Office,
Colombo 1, May 5, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District
No. 19—Dehiwala-Mt. Lavinia**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of T. D. L. Aponso, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 23rd day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,
Electoral District No. 19—Dehiwala-Mt. Lavinia.
Registrar-General's Office,
Colombo 1, May 5, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District
No. 4—Colombo South**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Gamini Fernando, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 23rd day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,
Electoral District No. 4—Colombo South.
Registrar-General's Office,
Colombo 1, May 5, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District
No. 4—Colombo South**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of S. R. Yapa, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 19th day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,
Electoral District No. 4—Colombo South.
Registrar-General's Office,
Colombo 1, May 5, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946****Election of a Member for Electoral District
No. 4—Colombo South**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of James T. Rutnum, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 25th day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,

Electoral District No. 4—Colombo South.
Registrar-General's Office,
Colombo 1, May 5, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946****Election of a Member for Electoral District
No. 4—Colombo South**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Bernard Soysa, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 23rd day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,

Electoral District No. 4—Colombo South.
Registrar-General's Office,
Colombo 1, May 5, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946****Election of a Member for Electoral District
No. 4—Colombo South**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Mahadura Lambert Silva Jayasekera, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 25th day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,

Electoral District No. 4—Colombo South.
Registrar-General's Office,
Colombo 1, May 5, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946****Election of a Member for Electoral District
No. 4—Colombo South**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Arthur Edmund Samarawickrema, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 22nd day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,

Electoral District No. 4—Colombo South.
Registrar-General's Office,
Colombo 1, May 5, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946****Election of a Member for Electoral District
No. 3—Borella**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of M. S. Abu Bakr, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 22nd day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,

Electoral District No. 3—Borella.
Registrar-General's Office,
Colombo 1, May 5, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946****Election of a Member for Electoral District
No. 3—Borella**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of W. D. de Silva, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 19th day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,

Electoral District No. 3—Borella.
Registrar-General's Office,
Colombo 1, May 5, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946****Election of a Member for Electoral District
No. 2—Colombo Central**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Phillips Balendra Tampoe, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 21st day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,

Electoral District No. 2—Colombo Central.
Registrar-General's Office,
Colombo 1, May 5, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946****Election of a Member for Electoral District
No. 2—Colombo Central**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Ranasinghe Premadasa, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 23rd day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,

Electoral District No. 2—Colombo Central.
Registrar-General's Office,
Colombo 1, May 5, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District
No. 2—Colombo Central**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Pieter Gerald Bartholomeus Keuneman, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 22nd day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,

Electoral District No. 2—Colombo Central.

Registrar-General's Office,
Colombo 1, May 5, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District
No. 1—Colombo North**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Vithana Aratchige Sugathadasa, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 23rd day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,

Electoral District No. 1—Colombo North.

Registrar-General's Office,
Colombo 1, May 4, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District
No. 1—Colombo North**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Vivienne Goonewardena, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 23rd day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,

Electoral District No. 1—Colombo North.

Registrar-General's Office,
Colombo 1, May 4, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District
No. 1—Colombo North**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of K. V. Siripala Perera, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 25th day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,

Electoral District No. 1—Colombo North.

Registrar-General's Office,
Colombo 1, May 4, 1960.

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**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District
No. 1—Colombo North**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Kurukulasuriya Palpattankuttige John Simon Ambrose Fernando, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 18th day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,

Electoral District No. 1—Colombo North.

Registrar-General's Office,
Colombo 1, May 4, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District
No. 1—Colombo North**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of S. E. Nelson Fernando, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 22nd day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,

Electoral District No. 1—Colombo North.

Registrar-General's Office,
Colombo 1, May 4, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District
No. 4—Colombo South**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of E. Hema Dabare, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 25th day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Registrar-General's Office, Colombo, during the six months next after the publication of this notice in the *Government Gazette*.

A. M. S. PERERA,
Returning Officer,

Electoral District No. 4—Colombo South.

Registrar-General's Office,
Colombo 1, May 4, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District
No. 27—Bandaragama**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Mr. Austin Dharmathilaka Perera, a candidate at the above election, and the declarations made in respect of such return, were received by me on April 25, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Elections Office, Kalutara, during the six months next after the publication of this notice in the *Government Gazette*.

W. PATHIRANA,
Returning Officer,

Electoral District No. 27—Bandaragama.

The Elections Office,
Kalutara, April 27, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946****Election of a Member for Electoral District
No. 57—Bentara-Elpitiya**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Mr. Don Bennet Wickrama Arachchi, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 25th day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Elections Office of the Kachcheri, Galle, during the six months next after the publication of this notice in the *Government Gazette*.

C. J. SERASINGHE,
Returning Officer,
Electoral District No. 57—Bentara-Elpitiya.
Elections Office,
The Kachcheri,
Galle, May 20, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946****Election of a Member for Electoral District
No. 48—Hanguranketa**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of H. M. P. Banda a candidate at the above election, and the declarations made in respect of such return, were received by me on April 22, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Nuwara Eliya Kachcheri, during the six months next after the publication of this notice in the *Government Gazette*.

C. VISWASAM,
Returning Officer,
Electoral District No. 48—Hanguranketa.
The Kachcheri,
Nuwara Eliya, May 3, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946****Election of a Member for Electoral District
No. 48—Hanguranketa**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of W. David G. S. Soysa, a candidate at the above election, and the declarations made in respect of such return, were received by me on March 28, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Nuwara Eliya Kachcheri, during the six months next after the publication of this notice in the *Government Gazette*.

C. VISWASAM,
Returning Officer,
Electoral District No. 48—Hanguranketa.
The Kachcheri,
Nuwara Eliya, May 3, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946****Election of a Member for Electoral District
No. 47—Walapane**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Beddewela Nandasena Bandare, a candidate at the above election, and the declarations made in respect of such return, were received by me on April 21, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time

during office hours at the Nuwara Eliya Kachcheri, during the six months next after the publication of this notice in the *Government Gazette*.

C. VISWASAM,
Returning Officer,
Electoral District No. 47—Walapane.
The Kachcheri,
Nuwara Eliya, May 3, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946****Election of a Member for Electoral District
No. 47—Walapane**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Samarakoon, M. B., a candidate at the above election, and the declarations made in respect of such return, were received by me on April 9, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Nuwara Eliya Kachcheri, during the six months next after the publication of this notice in the *Government Gazette*.

C. VISWASAM,
Returning Officer,
Electoral District No. 47—Walapane.
The Kachcheri,
Nuwara Eliya, May 3, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946****Election of a Member for Electoral District
No. 52—Kotmale**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Bandara, K. M., a candidate at the above election, and the declarations made in respect of such return, were received by me on April 26, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Nuwara Eliya Kachcheri, during the six months next after the publication of this notice in the *Government Gazette*.

C. VISWASAM,
Returning Officer,
Electoral District No. 52—Kotmale.
The Kachcheri,
Nuwara Eliya, May 3, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946****Election of a Member for Electoral District
No. 47—Walapane**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Weerasinghe, J. B., a candidate at the above election, and the declarations made in respect of such return, were received by me on April 18, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Nuwara Eliya Kachcheri, during the six months next after the publication of this notice in the *Government Gazette*.

C. VISWASAM,
Returning Officer,
Electoral District No. 47—Walapane.
The Kachcheri,
Nuwara Eliya, May 3, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946****Election of a Member for Electoral District
No. 57—Bentara-Elpitiya**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Mr. P. A. Premadasa, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 25th day of April, 1960, and

that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Elections Office of the Kachcheri, Galle, during the six months next after the publication of this notice in the *Government Gazette*.

C. J. SERASINGHE,
Returning Officer,
Electoral District No. 57—Bentara-Elpitiya.
Elections Office,
The Kachcheri,
Galle, May 20, 1960.

Freddy Mathais Fernando, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 25th day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Office of the Elections Officer, Kachcheri, Puttalam, during the six months next after the publication of this notice in the *Government Gazette*.

G. M. SPARKES,
Returning Officer,
Electoral District No. 103—Nattandiya.
Elections Office,
The Kachcheri,
Puttalam, 12th May, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

Election of a Member for Electoral District No. 102—Chilaw

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Mihindukulasuriya Julian Joseph Fernando, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 25th day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Office of the Elections Officer, Kachcheri, Puttalam, during the six months next after the publication of this notice in the *Government Gazette*.

G. M. SPARKES,
Returning Officer,
Electoral District No. 102—Chilaw.
Elections Office,
The Kachcheri,
Puttalam, 12th May, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

Election of a Member for Electoral District No. 102—Chilaw

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Roland Herath Randeny, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 25th day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Office of the Elections Officer, Kachcheri, Puttalam, during the six months next after the publication of this notice in the *Government Gazette*.

G. M. SPARKES,
Returning Officer,
Electoral District No. 102—Chilaw.
Elections Office,
The Kachcheri,
Puttalam, 12th May, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

Election of a Member for Electoral District No. 102—Chilaw

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Mihindukulasuriya Sebastian Cyril Fernando, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 25th day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Office of the Elections Officer, Kachcheri, Puttalam, during the six months next after the publication of this notice in the *Government Gazette*.

G. M. SPARKES,
Returning Officer,
Electoral District No. 102—Chilaw.
Elections Office,
The Kachcheri,
Puttalam, 12th May, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District No. 103—
Nattandiya**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Warnakulasuriya

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District No. 104—
Wennappuwa**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Warnakulasuriya Antony Fernando, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 23rd day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Office of the Elections Officer, Kachcheri, Puttalam, during the six months next after the publication of this notice in the *Government Gazette*.

G. M. SPARKES,
Returning Officer,
Electoral District No. 104—Wennappuwa.
Elections Office,
The Kachcheri,
Puttalam, 12th May, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District No. 104—
Wennappuwa**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Jayasinghe Mudiyan-selage Cyril Jayasinghe, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 25th day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Office of the Elections Officer, Kachcheri, Puttalam, during the six months next after the publication of this notice in the *Government Gazette*.

G. M. SPARKES,
Returning Officer,
Electoral District No. 104—Wennappuwa.
Elections Office,
The Kachcheri,
Puttalam, 13th May, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District No. 104—
Wennappuwa**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Kuragamage Vivian Lorenz Matthias Perera, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 23rd day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Office of the Elections Officer, Kachcheri, Puttalam, during the six months next after the publication of this notice in the *Government Gazette*.

G. M. SPARKES,
Returning Officer,
Electoral District No. 104—Wennappuwa.
Elections Office,
The Kachcheri,
Puttalam, 13th May, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

Election of a Member for Electoral District No. 36—Rattota

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Mr. G. S. Abeywardhana, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 27th day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Elections Office, Matale, during the six months next after the publication of this notice in the *Government Gazette*.

V. P. A. PERERA,
Returning Officer,
Electoral District No. 36—Rattota.

Elections Office,
The Kachcheri,
Matale, May 13, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District
No. 121—Bibile**

NOTICE is hereby given under Section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Mr. V. R. Jayawardena, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 22nd day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Elections Office, Kachcheri, Badulla, during the six months next after the publication of this notice in the *Government Gazette*.

A. L. B. K. PERERA,
Asst. Returning Officer,
Electoral District No. 121—Bibile.

The Kachcheri,
Moneragala, 6th May, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District
No. 121—Bibile**

NOTICE is hereby given under Section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Mr. D. M. Gunasekera, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 23rd day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Elections Office, Kachcheri, Badulla, during the six months next after the publication of this notice in the *Government Gazette*.

A. L. B. K. PERERA,
Asst. Returning Officer,
Electoral District No. 121—Bibile.

The Kachcheri,
Moneragala, 6th May, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District
No. 121—Bibile**

NOTICE is hereby given under Section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Mr. R. M. Gunasekera, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 23rd day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office

hours at the Elections Office, Kachcheri, Badulla, during the six months next after the publication of this notice in the *Government Gazette*.

A. L. B. K. PERERA,
Asst. Returning Officer,
Electoral District No. 121—Bibile.

The Kachcheri,
Moneragala, 6th May, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District
No. 121—Bibile**

NOTICE is hereby given under Section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Mr. M. W. A. P. Jayatilake, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 22nd day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Elections Office, Kachcheri, Badulla, during the six months next after the publication of this notice in the *Government Gazette*.

A. L. B. K. PERERA,
Asst. Returning Officer,
Electoral District No. 121—Bibile.

The Kachcheri,
Moneragala, 6th May, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District
No. 129—Moneragala**

NOTICE is hereby given under Section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Mr. W. G. M. Albert Silva, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 23rd day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Elections Office, Kachcheri, Badulla, during the six months next after the publication of this notice in the *Government Gazette*.

A. L. B. K. PERERA,
Asst. Returning Officer,
Electoral District No. 129—Moneragala.

The Kachcheri,
Moneragala, 6th May, 1960.

**THE CEYLON (PARLIAMENTARY ELECTIONS)
ORDER IN COUNCIL, 1946**

**Election of a Member for Electoral District
No. 129—Moneragala**

NOTICE is hereby given under section 71 (1) of the Ceylon (Parliamentary Elections) Order in Council, 1946, that the return respecting election expenses of Mr. K. H. M. T. Martin Silva, a candidate at the above election, and the declarations made in respect of such return, were received by me on the 23rd day of April, 1960, and that such return and declarations can be inspected, on payment of a fee of one rupee, at any time during office hours at the Elections Office, Kachcheri, Badulla, during the six months next after the publication of this notice in the *Government Gazette*.

A. L. B. K. PERERA,
Asst. Returning Officer,
Electoral District No. 129—Moneragala.

The Kachcheri,
Moneragala, 6th May, 1960.

CORRECTION

NOTICE under section 10 of the Indian and Pakistani Residents (Citizenship) Act, No. 3 of 1949, appeared in respect of application No. Q. 11/R dated 19.9.50, in Part I, Section I—General—of the *Gazette* No. 12,111 of 22.4.60, is hereby cancelled.

A fresh notice under the above-mentioned section of the Act in respect of application No. Q. 11/B will appear in the *Gazette* of 20.5.60.

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

R. I. and P. R. Department,
P. O. Box 587,
Colombo 1, 16th May, 1960.

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 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, 16th May, 1960.

SCHEDULE

Number and Date of Application	Name and Address of Applicant for Registration as a Citizen of Ceylon
C. 4934—29.7.51	... Aiyamperumalpillai Adhinarayanapillai, 77, 4th Cross Street, Colombo 11
H. 991—22.12.50	... Kannappen Kumarasamy, Kellebokke Estate, Madulkelle
N. 3734—5.3.51	... Palaniaie, ww/o Vyapury, New Clearing Division, Meddecombra Group, Watagoda
N. 3738—5.3.51	... Manickam Rasalingam, New Clearing Division, Meddecombra Group, Watagoda
N. 9456—31.7.51	... Pitchamuthu alias Patchyappen Nadesan, Kolapatna Estate, Kotmale
T. 296—19.5.51	... Maria Soosey Anthony, St. Theresa's Convent, Sinna Uppodai, Batticaloa
T. 595—26.7.51	... Segu Abdul Hameedu, s/o Miskin Abdul Cader, 281, Dematagoda Road, Colombo

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, 16th May, 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 4518—12.7.51	... Anthony Gabriel, 60/1, Cattle Mart, Baseline Road, Colombo	Novina Antoni (wife), Mochcha Alankaran (daughter)
C 6454—3.8.51	... Bauliah Devarajah, 51, Galle Road, Dehiwela	Gnanam (wife), Paul Anthony Inbaraj (son), Christy Peula Selvasromani (daughter)
C 9742—4.8.51	... Gnanam Subbiah Selliah, 588/22, Havelock Road, Wellawatte, Colombo 6	Grace Gnanamany (wife), Theresa (daughter), Victor (son), Rajamoni (daughter), Alexander (son), Selvaratnam (son), Ranees (daughter), Anton (son)
Q 8408/C—25.10.50	... Kitnasamy Sambasivam, Queento House, 194, Korteboam Street, Colombo 13	Sivagamoo (wife), Radakrishnen (son)
E 3346—3.5.51	... Muthupillai Periyasamy Sandanam, Perth Estate, Horana	Ramaie (wife), Ramasamy (son), Periyasamy (son), Thevaraya Pillai (son), Amurden alias Amurtham (daughter), Pooranam (daughter), Maruthaie alias Maruthapillai (son), Sellapperumal (son), Ethumalai Pillai (son), Paramasivam (son), Annalaxmi (daughter)
F 341—1.8.50	... Kitnan Rengoo, Great Valley Estate, Deltota	Mariyaie (wife), Velaithan (son), Thewaney (daughter)
F 5538—20.7.51	... Thailampillai Ramasamy, Kiriwana Lower Division, Goorookelle Group, Galaha	Thottichy (wife), Thaivanai (daughter)
L/F 8246—30.4.51	... Kandasamy, s/o Peria Andy, Old Nilambe Estate, Galaha	Sellammal (wife), Maryaie alias Saraswathie (daughter), Murugiah (son), Mariaie (daughter), Navaratnam (daughter), Sivagamy (wife)
X/W/F 5931—24.7.51	... Pancha Pillai Arunasalam, Haloya Estate, Peradeniya	
H 2295—26.2.51	... Devairakkam Jesudason, Messrs. E. S. Abdeen & Co., Ltd., Walarambe Estate, Wattergama	Gethzie Roseammal (wife), Mercy Charlotte (daughter), Nevil Joseph (son), Ebenezer (son), Leela (daughter)
H 4781—24.5.51	... Kadirvel Sinna Muthusamy, Goomera Estate, Madulkelle	Palany (son), Suppiah (son), Valliyammah (daughter)
H 6500—29.4.51	... Rasoo Sinniah, Hagalla Estate, Madulkelle	Rasammal (wife), Irisammal (daughter)
I/4925—16.7.51	... Appasamy Perumal, Kadawala Estate, Watawala	Rukmanie (wife), Rajeswary (daughter), Ambujammal (daughter), Nadarajah (son)
K 377—2.10.50	... Balammal, ww/o Sithran, Fordyce Group, Dickoya	Veerasamy (son), Veeramal (daughter), Nallusamy alias Nallu (son), Sellammal alias Navamoney (daughter)
K 1259—10.12.50	... Periyanan Periasamy, Hadley Estate, Dickoya	Paripooranam (wife)
K 1578—21.10.50	... Karuppan Muniandy, Eltofts Estate, Bogawantalawa	Mariaie (wife), Thangammah (daughter), Somasundaram (son), Veloo (son)

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K 1591—4.10.50	Palaniandy Kalimuthu, Eltofts Estate, Bogawantalawa	Sinnapachie (wife), Kanawatheenathan (son), Muthucaruppie (daughter), Sinnakalimuthu (son), Rathanyaka (son), Alageson (son)
K 6863—25.3.51	Palaniandy Kandan, Upper Division, Hornsey Estate, Dickoya	Nallammal (wife)
K 7197—6.5.51	Sickkakoundan Sennan, Bridwell Division, Bogawana Group, Bogawantalawa	Pitchay (wife), Kitnee (daughter), Ramasamy (son), Sickie (daughter)
K 10219—6.7.51	Maruthay Solamuthu, Bogawana Division, Bogawana Group, Bogawantalawa	Sinnammal (wife), Kanesan alias Thoppalan (son), Maruthay alias Rajoo (son), Keppan alias Suppiah (son), Thoppuly alias Saroja (daughter), Aruckany alias Indra (daughter), Sickan alias Visvanathan (son), Verramma alias Vijeyalathumy (daughter)
K 10280—6.7.51	Magamuny Shanmugam, Bogawana Division, Bogawana Group, Bogawantalawa	Palaniammal (wife), Pitchay alias Gurusamy (son), Kamalam (daughter)
K 11134—15.7.51	Kalimuthu Sengodan, Blinkbonnie Estate, Dickoya	Sellammah (wife), Kaliammah (daughter)
L 1868—3.2.51	Sithambampillai Muthusamy Pillai, 165, Nuwara Eliya Road, Pussellawa	Palaniammal (wife), Pushpavally (daughter), Vijeyaletchimie (daughter)
L 2327—1.3.51	Ponnan Shanmugam, Lower Division, Poopurassie Group, Galaha	Poopathiyammal alias Sivapackiam (daughter), Sivalingam alias Selvarasu (son)
L 8534—8.7.51	Kandasamy, s/o Arumugam, Moolgama Estate, Panwilatenna	Kamalam (wife), Shanmuganathan (son), Komathay (daughter)
I/L 2088—22.5.51	Sawari Yakkappen, Mosvilla Estate, Dolosbage	Arokiam (wife), Rajendiram alias Joseph (son), Selvathurai alias Selvaratnam (son), Mariamma (daughter), Arulaie (daughter), Amirthanathan (son)
I/L 4153—8.7.51	Marimuthu Savarimuthu, Cholankandai Estate, Nawalapitiya	Arpudamary (wife), Arulsamy (son), Genevamaray (daughter)
I/L 5387—28.7.51	Palaniyandy Pillai Muthusamy Pillai, Razawa Estate, Nawalapitiya	Sellammah (wife), Somesparen (son)
M 2352—30.4.51	Perumal Munian Gengan, Kg., Upper Hunasgiriya Division, Hunasgiriya Group, Wattedgama	Thangamma (wife), Kanniamma alias Kanagamma (daughter), Perumal alias Govindaraj (son), Valleamma alias Kadirmoney (daughter), Munian alias Balakrishnan (son), Thangavale alias Ramalingam (son), Muniamma (daughter), Saraswathy (daughter)
M 6562—7.3.51	Peraman Moocken, Nichola Oya Estate, Rattota	Letchimy (wife), Muniammah (daughter), Komaran (son), Selambaie (daughter), Muniandy (son), Rasalingam (son)
N 2598—8.9.50	Maruthai Muthusamy, Harrow Estate, Upper Division, Punduloya	Muniammal (wife), Marimuthu (son), Jayaletchimie (daughter)
N 2643—7.9.50	Periamuthusamy Kodian, Harrow Estate, Lower Division, Punduloya	Perumaie (wife), Sellam (daughter), Rajesparay (daughter), Pathmawathy (daughter)
N 3474—26.11.50	Kathan Thangarajah, Queensberry Estate, Kotmale	Mariaie alias Maheswary (wife), Thangeswary (daughter)
N 3549—10.1.51	Angamuthu Suppiah, Mount Vernon Estate, Patana	Vallimail (wife), Rajaletchimy (daughter), Bakaran (son), Selva Rane (daughter), Malleswary (daughter)
N 3561—31.1.51	Marudhanayagampillai Somasundaram, 18, Lower Bazaar, Punduloya	Deiwanayammal (wife), Radha (daughter), Jeyapragash (son), Kumarasamy (son), Sockalingam (son)
N 3784—5.3.51	Meiyappen Palanivel, New Clearing Division, Meddecombra Estate, Watagoda	Velammal alias Velaie (wife), Kaliammal (daughter), Meiyar alias Meyen (son), Sinthamoney (daughter), Rasaratnam (son), Mylvaganam (son), Muthumari (daughter), Thibanayake (daughter)
N 4046—17.2.51	Selamban Alagan, South Meddecombra Estate, Watagoda	Marie (wife)
N 4258—8.4.51	Kathirvel Nagan, Middle Division, Meddecombra Estate, Watagoda	Mariaie (wife), Vadivel (son), Kataragamam (son)
N 6068—13.5.51	Sandanam Sivasamy, Middle Division, Kataboola Group, Kotmale	Mayalagoo (wife), Olaganathan (son), Ratnam (son), Thangavel (son), Arumugam (son)
N 7075—7.5.51	Sinnasamy Kandan, Donside Estate, Nawalapitiya	Iyammah (wife), Subramaniam (son), Murugan alias Murugiah (son), Koothaie alias Karuppaie (daughter), Vaduvachieamma (daughter)
N 7189—6.6.51	Vithiyapillai Periyasamy Pillai, 28, Nuwara Eliya Road, Katukitula Bazaar, Katukitula	Selambaieammal (wife), Vithilingam (son), Vythilingampillai (son), Santhirarasi (son), Thanapackiam (daughter)
N 8407—9.7.51	Subramaniam Veloo, Lower Division, Kataboola Estate, Kotmale	Patchaie (wife), Suppramaniam (son), Ammavassi (son)
N 8763—6.7.51	Maruthamuthu Parwathy, w/o Periyannen, Doombagastalawa Estate, Kotmale	Sevaperumal (son)
N 9670—31.7.51	Karuppapillai Vengadasalam Pillai, 38, Bazaar, Ramboda	Kamatchiammal (wife), Saroja alias Jaroja (daughter), Ramanathan (son)
N 9887—31.7.51	Periyan Sivancoo, Onoogaloya Estate, Kotmale	Patchaiammal (wife), Theivani (daughter), Sellacanno (daughter), Sivalingam (son), Pappathy (daughter)
N 9901—31.7.51	Rengasamy Karuppiah, Gongalla, Kotmale	Mariaie (wife)
F/N 664—18.10.50	Jesudian Victor Joseph, Vellai Oya Group, Hatton	Agnes Maragathavally (wife), Ida Darling Hepzibai alias Hepibah (daughter), Dorothy Viola Selvarani alias Viola (daughter), Ceceila Margaret Rose alias Mary (daughter), Daisy Florence Kamala alias Florie (daughter)
F/I/N 5957—26.7.51	Muthusamy Mariamicheal Sengole, Wavendon Estate, Ramboda	Raphialamma (wife), Eruthayanathan (son), Jeyamarie (daughter), Jayaraj Septre Sengole (son)

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I/N 4060—4.7.51	... Saminathan Muthiah Kumariah Pillai, Dunsinana Estate, Punduloya	Salatchyammal (wife), Selvanayagie (daughter), Selvaraju (son), Thillainayagam Pillai (son), Laximipathi (daughter), Vinayagasunderie (daughter)
L/N 5964—15.4.51	... Sadayn Alagan, Hellbodde North, Pussellawa	Sinnamma (wife), Sadayan (son), Maradai (son), Muthubanjian (son), Suppiah (son)
L/N 6016—15.4.51	... Subramaniam Jeganathan, Hellbodde North Pussellawa	Valliamma (wife), Vadagatchie <i>alias</i> Vaduvache-yammal (daughter), Thievanai <i>alias</i> Theivany (daughter); Subramanian (son), Sivalingam (son), Letchumy (daughter), Shanmuganayagie (daughter)
L/N 6023—15.4.51	... Caruppan Sathan, Hellbodde North, Pussellawa	Caruppaie (wife), Adakkey (daughter), Sinnamma (daughter), Caruppiah (son), Sellamma (daughter); Palaney (son), Cumaraveloo (son), Mathuram (daughter), Theivanai (daughter), Myilveloo (son), Packiam (daughter), Krishnammah (daughter), Savundararaj (son)
L/N 6026—15.4.51	... Angamuthu Veloo, Hellbodde North, Pussellawa	Muthaie (wife), Veerappan <i>alias</i> Maruthey (son), Angaie (daughter), Marimuthu (son), Selliah (son)
L/N 7965—18.7.51	... Periyannappillai Aravandy Pillai, 20, Kattukittula Bazaar, Ramboda	Rajammal <i>alias</i> Kamatchyammal (wife), Jeganathan (son), Saroja (daughter), Vijayaletchmie (daughter), Nadarajah (son)
N/R/N 742—28.7.50	... Vethamuthu Thangiah, Wavendon Group, Ramboda	Ebenazar (wife), Charles Daniel Vedamuthu (son), Samuel Jesuroy (son), John Dorairaj (son), Victor Gnanasigamoney Sundararaj (son), Ganhimuthie <i>alias</i> Gandimathi Virgena (daughter)
O 1762—28.1.51	... Peraman Muthiah, Lower Division, Blairlmond Estate, Udapussellawa	Valliamma (wife), Kathirmoney (daughter), Poo-pathy (daughter), Thangavelu (son)
O 4525—13.7.51	... Kadiravale Sithambaram, Rappahannock Estate, Udapussellawa	Velaie (wife), Peramiah <i>alias</i> Thangesoo (son), Ramasamy <i>alias</i> Thesam (son)
O 5691—25.7.51	... Jacob Coilpitchai Gurubatham, High Forest Estate, Kandapola	Josephine Mary Sellamoney (wife), Ebenezer Gnanakaruniyam Jevaranee (daughter), Joseph Manogaran Gnanaraj (son), Esther Joyce Emerald Ruperanee (daughter), Jacob Immanuel Rubaraj (son), Chitra Janziranee (daughter), Josef Rubert Jeyachandran (son), Jayaseelan Harold Jabakumar (son)
O 7136—8.7.51	... Ummathevi, ww/o Sinniah Muthiah, Mahacoodagalla Estate, Halgranoaya	Pavalakodi (daughter), Visvanathan (son), Sockalingam (son), Annasigamani (daughter), Sivagamy (daughter), Ambigawathy (daughter), Manogaran (son), Sathiyamoorthy (son), Saroja (daughter)
O 9283—25.7.51	... Anthonimuthu Thomas, Maha Uva Estate, Harasbedda	Jebamalay (wife), Sandanam (son), Mariatheresie (daughter), Vironicamarey (daughter)
R/O/6445—31.7.51	... Vaithilingam Karuppiyah, 109, Ragala Bazaar, Halgranoaya	Meenatchy (wife), Selvaraj (son), Wijie Letchimie (daughter), Maheswaran (son), Balasubramanian (son)
Q 4—28.8.50	... Muthalu Veerappan Ramasamy, Macduff Estate, Lindula	Rukmani (wife), Radhakrishnan (son), Jeyalashimi (daughter), Pathpanathan (son), Krishnaveni (daughter)
Q 13—7.8.50	... Ratnam Kandasamy <i>alias</i> Mammooto Pillai, Messrs. Walker Sons & Co. Ltd., Talawakelle	Sivahamy (wife), Jayalaksmy (daughter), Ponnudurai (son), Nadarajah (son), Rukmany (daughter), Agambaram (son), Thoraraj (son), Rane (daughter), Rajah (son)
Q 56—31.10.50	... Palaniandy Thangaraj, Talankande Estate, Lindula	Sandanam (wife), Rajeswarie (daughter), Selvaraj (son), Raju (son), Sundaraj (son)
Q 60—16.11.50	... Savarimuthu Thomas Susay, Post Office, Talawakelle	Angelina (daughter), Anthoniammal <i>alias</i> Mary (daughter), Savarimuthu <i>alias</i> Rosario (son)
Q 440—21.9.50	... Vellayan Rengan, Agrakande Estate, Lindula	Palammah (wife), Velliayan (son)
Q 624—28.12.50	... Mary Eheprasia Kuriyan, ww/o John Anthony Cruze, Walker & Greig Ltd., Lindula	Juliana (daughter), Maria Jisephina (daughter), Margaret Martha (daughter)
Q 1245—31.1.51	... Muniandy Muthusamy, District Hospital, Lindula	Ramaie (wife), Raman (son), Pattan (son)
Q 1697—11.2.51	... Thomas Francis, Lindoola Estate, Talawakelle	Cicily <i>alias</i> Jesie (wife), John (son), Lorance (son), Arokmaria (daughter), Violet Mary (daughter)
Q 1699—11.2.51	... Karuppiyah Selliah, Lindoola Estate, Talawakelle	Sinthaie (wife)
Q 2074—11.2.51	... Muthu Anthonimuthu, Logie Estate, Talawakelle	Mary (wife), Theresamma (daughter), Salethmarie (daughter), Alexander (son)
Q 2088—11.2.51	... Savarimuthu Sinnappan, Logie Estate, Talawakelle	Savariammal <i>alias</i> Savariatchi (wife), Arockiam <i>alias</i> Arockiamary (daughter), Sebastiammal <i>alias</i> Sevathyammal (daughter), Anthony <i>alias</i> Anthonimuthu (son), Michael (son)
Q 2354—5.2.51	... Cadirvelu Adaiakan, Weyvelhena Division, Demodera Group, Demodera	Vellayammal (wife), Karuppiyah <i>alias</i> Sandiah (son), Suppiah (son), Letchiman (son), Paliah <i>alias</i> Cadiravelu (son), Thanaletchemy (daughter), Parwathy <i>alias</i> Packiwathy (daughter), Parwathy <i>alias</i> Sandrakumary (daughter), Thatchanamurthy (son), Parameswary (daughter)
Q 2375—5.2.51	... Mayandy Marimuthu, Cymru Estate, Lindula	Papathie (wife)
Q 2378—5.2.51	... Sinniah Perumal, Cymru Estate, Lindula	Visalatchy (wife), Saras (daughter), Sambugaraja (son), Thanaletchimie (daughter), Murugiah (son)
Q 2396—5.2.51	... Sadayan Veerammal, ww/o Alagan, Cymru Estate, Lindula	Sadayan (son)

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Q 2421—5.2.51	Karuppan Suppan, Kalugalla Estate, Pussellawa	Suppammal (wife), Mariaie (daughter), Nadarason (son)
Q 2434—20.1.51	Vadiveloo Sundararaj, Cymru Estate, Lindula	Govindammah (wife)
Q 3455—5.3.51	Muniyandy Arthanari, Coreen Estate, Talawakelle	Mariaie (wife), Velayutham (son), Sivapackiam alias Papathy (daughter)
Q 3618—25.3.51	Mavaran Kandan, Bearwell Estate, Talawakelle	Papathy (daughter), Nadarajah (son), Perumal (son)
Q 3638—25.3.51	Kolandavelu Sinnathamby, Bearwell Estate, Talawakelle	Sinnammal (wife), Govindamma (daughter), Sellamma (daughter), Thanaletchumy (daughter), Ponnammal (daughter), Supramaniam (son), Veeramma (daughter)
Q 3651—25.3.51	Kumarasamy Veloo, Bearwell Estate, Talawakelle	Angammah (wife)
Q 3658—25.3.51	Perumal Ramasamy, Bearwell Division, Bearwell Group, Talawakelle	Rengammah alias Rengarasi (wife), Alamelu (daughter), Perumal (son)
Q 3739—25.3.51	Vyapury Arumugam, Bearwell Estate, Talawakelle	Mahaletchumy (wife), Subramaniam (son), Valliammay (daughter), Pandurengan alias Shanmugam (son), Sinhamma (daughter), Logaletchumy (daughter), Thangaveilu (son)
Q 3871—9.4.51	Vyapury Murughan, Coombwood Estate, Talawakelle	Sitto (wife), Selvarajah (son), Kandasamy (son)
Q 3928—9.4.51	Veeran Ponnambalam, Coombwood Estate, Talawakelle	Maradaie (wife), Veeramal (daughter), Mahamany (son), Parwathy (daughter), Shanmugam (son), Muthuletchumie (daughter)
Q 5254—30.5.51	Ramasamy Doraisamy, Logie Estate, Talawakelle	Thaivanai (wife), Subachandra (son), Sarojini (daughter)
Q 5393—15.5.51	Raman Sevano, Melton Estate, Lindula	Pappammal (wife), Pitchay (son), Balayogini (daughter), Nallamma (daughter)
Q 5794—18.4.51	Caruppen Palaniandy, Ferham Estate, Talawakelle	Sellam (wife), Rajakulendran (son), Thanaletchumy (daughter), Poobalasingham (son), Yogeswari (daughter)
Q 5882—5.6.51	P. Caruppen Newan, Mousa Ella Estate, Lindula	Murugaie (wife), Poochie alias Alagan (son), Subramaniam (son)
Q 5966—7.6.51	Sodalayandy Kathiraie, w/w/o Pattany Muthusamy, Tillicoultry Estate, Lindula	Arumogan (son), Yalakannie (daughter)
Q 6705/H/Q—8.7.51	Kandasamy Kathiraveil, Coombwood Estate, Talawakelle	Letchimie (wife), Dharmalingam (son), Kanapathy (son), Kaliyamah (daughter), Athestavelu (son), Sundarasothi (daughter)
Q 6708—18.7.51	Sebastian, s/o Thevasagayam, Duke's Bungalow, Talawakelle	Arockiyamarie (wife), Annamarie (daughter), Pauladas (son), Maria Anthony (son), Christurasa (son), Michael Marie (daughter)
Q 6745—22.7.51	Vellasamy Muthumaya, Annfield Estate, Rahanwatte Group, Lindula	Valliamma (wife), Rajakulandran (son), Santhakumar (son), Vijayakumar (son), Vijayakumari (daughter)
Q 6780—25.7.51	Kandasamy Pillai, s/o Perianna Pillai, 4, Eildon Hall Bazaar, Lindula	Seethaletchumy (wife), Periasamy alias Thevaraj (son), Siyahamy (daughter), Logambal (daughter), Chandrasegaram (son)
Q 6833—15.7.51	Sandanam Packiam, Annfield Estate, Lindula	Ruckmoney (wife), Sundararaj (son), Paramasivam (son), Asothiamma (daughter), Valliamma (daughter)
Q 6852—15.7.51	Arumugam Kandasamy, Annfield Estate, Lindula	Sinnammal (wife), Kulasingham (son), Paramaraj (son), Gooneratnam (son)
Q 6868—15.7.51	Nagoo Jebamalai, Annfield Estate, Lindula	Kaliammai (wife), Rasiah (son), Sandarasena (son), Gnanasekeran (son)
Q 6879—15.7.51	Veeraputhiran Angamuthu, Annfield Estate, Lindula	Pappathie (wife), Karumbai (daughter), Kaliammal alias Angamma (daughter), Veeraie (daughter), Sinnaponnu alias Theivanai (daughter), Kitnasamy alias Perumal (son), Perumal (son), Raniamma (daughter), Muthu Marie (daughter)
Q 6903—15.7.51	Sengayan Sinna Nagan, Annfield Estate, Lindula	Palaniaie (wife), Kandasamy (son), Doraisamy alias Supramaniam (son), Rajamanickam alias Rason (son), Arumugam (son), Kaneshan alias Marudai (son)
Q 6910—15.7.51	Selvam Savari, Annfield Estate, Lindula	Annammal (wife), Lazerus (son), Selvan (son), Jomella alias Wannatammal (daughter), Jesudasana alias Yasukathan (son)
Q 7135—29.7.51	Arumugam Karuppiyah, Ferham Estate, Talawakelle	Marudaie (wife), Supramaniam (son), Sivannu alias Sivanraj (son), Sathivel (son), Amirthavally (daughter), Jeganathan (son), Sunderam (daughter), Mageswari (daughter), Vanithamani (daughter)
Q 7141—29.7.51	Sinnasamy Marudamuthu, Oddington Estate, Talawakelle	Sellaie (wife), Arasaie (daughter), Arumugam alias Velu alias Andy (son), Jeganathan (son)
Q 7155—29.7.51	Annamalay Arumugam, Ferham Estate, Talawakelle	Mookaie (wife), Balasuntharam (son), Josva (son), Ponakrishnan (son), Nagammal (daughter), Alagu (daughter), Manoranjeetham (daughter)
Q 7411—30.7.51	Ponnan Magalingam, St. Coombs Estate, Talawakelle	Nagammal (wife), Thanaletchumy alias Letchime (daughter)
Q 7444—2.8.51	Palix Augustine, Tea Research Institute, St. Coombs Estate, Talawakelle	Therasa (wife), Thangamalar alias Christina (daughter), Augustine Robert (son)
Q 7433—31.7.51	Arunasalam Kuppusamy Vengatraman, Bearwell Estate, Talawakelle	Sivagamu (wife), Devaraj (son), Seduraj (son), Rajesparan (son)
R 2980—27.5.51	Mailan Ramasamy, Upper Division, Oliphant Estate, Nuwara Eliya	Anandaie (wife), Seethaletchumy (daughter), Vamawathy (daughter), Krishnamenon (son)
O 2616/R—1.4.51	Andiakavundan Sikkankavundar, Concordia Estate, Kandapola	Sinnammal (wife), Pappathy (daughter), Raniamma alias Jayakody (daughter), Andiyacavenden alias Andy (son)

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S 1800—28.7.51	... Rengasamy Palaniandy, Top Division, Deniyaya Estate, Deniyaya	Vellaie (wife), Valliamma (daughter), Mariaie (daughter)
T 230—28.11.50	... Sithambaram Subramaniam, Easter Seaton Group, Kaluwanchikudi	Thiruwaththal (wife), Valliamma (daughter), Unnamalay (daughter)
P/M/T 6710—6.3.51	... Velu Vellaswamy, Gal Oya Valley Food Production Co., Ltd., Padagoda, Inginiyagala	Thayammal (wife), Kumaravelu (son), Swamy Sivananda (son), Uloganathan (son), Vithikumar (son), Kalawathy (daughter)
Y 747—30.10.50	... Veerappan Muthucaruppan, Queenstown Estate, Hali Ela	Pottoo (wife), Thiyaal (daughter), Sevandan (son), Sellan (son), Silambaram (son), Periyathamby (son)
W 28/Y—2.12.50	... Periannan Perumal, Sarnia Division, Sarnia Group, Badulla	Sellammal (wife), Ramiah (son), Govindammal alias Sinna Govindammal (daughter), Kitnan alias Krishnan (son), Periasamy (son), Parvathy (daughter)
BB 497—26.6.51	... Palaniya Pillai Suppiah Pillai, Naluwella Group, Balangoda	Selamma (wife)
CC 2340—24.12.50	... Sollamuthu Mayandy, Yataderia Group, Ungoda	Muniammal (wife), Walliammal (daughter)
CC 4386—24.7.51	... Marimuthu Marudai, Parusella Division, Degallessa Group, Yatiyantota	Thandaie (wife), Rajamanikkam (son), Marimuthu (son), Patchayamma (daughter)
DD 723/CC—22.3.51	... Raman Sinnappan, Moraliya Estate, Ruanwella	Mariaie (wife), Sevanno (son), Govindaraj (son), Rakkamma (daughter), Murugan (son), Camatchie (daughter)
DD 2473—19.4.51	... Kolandai Mallaiappen alias Thirumalay, Lavant Estate, Yatiyantota	Segappaie (wife), Thirumalai (son), Ramajayam (son), Atchuthan (son), Poornam (daughter)
DD 5884—4.8.51	... Kalee Vellayan, Mudamana Division, Ingoya Group, Kitulgala	Kaliamma (wife)
Q 11/R—19.9.50	... Veerappa Pillai Perianna Pillai, Bazaar Street, Nanuoya	Meenatchie (wife), Veeriah alias Veerappullay alias Sathasivam (son), Sithambaram (son), Camatchie (daughter), Maha Ranee (daughter)

Miscellaneous Departmental Notices

CHANGE OF MANAGEMENT OF METHODIST SCHOOLS

UNDER the provisions of section 31 (i) of Education Ordinance, No. 31 of 1939, it is hereby notified for general information that upon the recommendation of Rev. F. S. de Silva, proprietor of the undermentioned Methodist Schools, Rev. N. W. R. Fernando of 709/3, Maradana Road, Colombo 10, has been appointed the Acting General Manager of the following schools with effect from 1.3.1960, in place Rev. S. George Mendis:—

C/Harvard Girls' M. M. School
C/Madampitiya M. M. S. School
C/Tottewatte M. M. S. School
C/Wellawatta M. M. S. School
C/Dehiwela M. M. S. School
C/Karagampitiya M. M. S. School
C/Pepiliana M. M. S. School
C/Belmont Street M. M. T. School
C/Hudson Road M. M. T. School
C/Deans Road M. M. T. School
C/Pickerings Road M. M. T. School
C/Dehiwela M. M. T. School.

S. F. DE SILVA,
Director of Education.

ASY/402,
Education Department,
Malay Street,
Colombo 2, 12th May, 1960.

CHANGE OF MANAGEMENT

G/Walpola Goonetillake Vidyalaya, B. M. School

UNDER the provisions of section 31 (i) of Education Ordinance, No. 31 of 1939, it is hereby notified for the information of the general public that upon the recommendation of Mrs. Padmawati Perera, Manageress of the above school, Mr. S. S. Perera of Kohilagoda Estate, Telijjawila, has been appointed the Manager of the above school with effect from 27.4.60, temporarily till the return of Mrs. Padmawati Perera.

S. F. DE SILVA,
Director of Education.

ASE/4150,
Education Department,
Malay Street,
Colombo 2, 6th May, 1960.

A 9

C/KOTUGODA SRI RAHULA SCHOOL

IT is hereby notified for the information of the general public that Mr. S. D. J. Jayawardena of Kotugoda, Ja-ela, has been removed from the office of Manager of the above-named school with effect from 30.4.1960, by virtue of powers vested in me under section 31 (3A) of the Education Ordinance, No. 31 of 1939, as amended by the Education (Amendment) Ordinance, No. 26 of 1947, and that I have assumed the management of the school as from the same date under the provisions of section 32 (III) of the Code of Regulations for Assisted Vernacular and Bilingual Schools. I shall continue duties as Manager of the school until such time Mr. Jayawardena, in the capacity of the proprietor of the school, is in a position to nominate a suitable person for the office of Manager. I have authorized the Education Officer of Colombo to administer the school on my behalf.

S. F. DE SILVA,
Director of Education.

Education Department,
Malay Street,
Colombo 2, 3rd May, 1960.

G/KAIKAWALA PRACHEENA BHARATHIE PIRIVENA, INDURUWA

IT is hereby notified for the information of the general public that the above pirivena situated at Kaikawela, Induruwa in the Galle District of the Southern Province has been provisionally registered for grant with effect from 1.9.58.

S. F. DE SILVA,
Director of Education.

ASE 3307,
Education Department,
Malay Street,
Colombo 2, 7th May, 1960.

MR/BOPAGODA SRI PARAMANANDA PIRIVENA, AKURESSA

IT is hereby notified for the information of the general public that the above Pirivena situated at Bopagoda, Akuressa in the Matara District of the Southern Province has been provisionally registered for grant with effect from 5.9.58.

S. F. DE SILVA,
Director of Education.

ASE 3329,
Education Department,
Malay Street,
Colombo 2, 7th May, 1960.

BT/VEERAMUNAI PRIMARY TAMIL MIXED SCHOOL

NOTICE is hereby given that an application has been received from the General Manager of Ramakrishna Mission Schools, for the registration of the above school, situated at Veeramunai in the Batticaloa District of the Eastern 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.

No. ASP 2625,
Education Department,
Malay Street,
Colombo 2, May 6, 1960.

No. LAC/40.

DEPARTMENT OF NATIONAL HOUSING**Authorization of Sale of Mortgaged Land under Section 62 P of National Housing (Amendment) Act, No. 30 of 1955**

I, Reginald Lawrence Arnolda, the Commissioner for National Housing, appointed under section 8 (1) of the National Housing Act, No. 37 of 1954, acting for and on behalf of the Government of Ceylon, make order and authorize Mr. P. H. Wijesinghe of 227, Hulftsdorp, Colombo 12, to sell by public auction the land described in Schedule hereto for the recovery of the sum of Rs. 128,582.62 due from Nagalakshmi Selvaratnam (*nee* Sinnathamby) and Arunachalam Selvaratnam (wife and husband), both formerly of 15, Jayakontha Lane, Thimbrigasyaya, Colombo, and presently of 115, Jawatta Road, Havelock Town, Colombo 5, on Mortgage Bond No. 120 dated 16th day of June, 1955, attested by S. Gunasekera, Esq., Notary Public, Colombo, in respect of which default has been made, with further interest on Rs. 100,000 at the rate of six per cent per annum from the 30th day of September, 1959, up to the date of the sale or till payment in full, together with all penalties accruing under the terms of the said mortgage from 30th September, 1959, till date of sale, and the expenses and costs incurred by me for such recovery.

SCHEDULE

All that lot 1 of Kahatuduwa Pokuna Owita, bearing assessment No. 93, presently No. 115, Jawatta Road, together with the house to be constructed thereon situated at Jawatta Road, Thimbrigasyaya within the Municipality and District of Colombo, Western Province; bounded on the north by property bearing assessment No. 75 (1), Jawatta Road, east by lot 2, south by road reservation 30 feet wide, and on the west by Jawatta Road, and containing in extent twenty-eight decimal five perches (0A. 0R. 28.5P.) according to survey plan No. 2532 dated 1st April, 1937, made by H. D. David, Licensed Surveyor, which said land and premises are according to a recent survey described as follows:—

All that lot A of the land called Kahatuduwa Pokuna Owita, bearing assessment No. 115, situated at Jawatta Road, Thimbrigasyaya aforesaid; bounded on the north by premises bearing assessment No. 93, Jawatta Road, east by premises bearing assessment No. 115/1, Jawatta Road, south by reservation for a road 30 feet wide, and on the west by Jawatta Road, and containing in extent twenty-eight decimal five perches (0A. 0R. 28.5P.) according to plan No. 156 dated 10th July, 1950, made by V. A. L. Senaratna, Licensed Surveyor.

R. L. ARNOLDA,
Commissioner for National Housing.
Colombo 2, 5th May, 1960.

No. LAM/132.

DEPARTMENT OF NATIONAL HOUSING**Authorization of Sale of Mortgaged Land under Section 62 P of National Housing (Amendment) Act, No. 30 of 1955**

I, Reginald Lawrence Arnolda, the Commissioner for National Housing, appointed under section 8 (1) of the National Housing Act, No. 37 of 1954, acting for and on behalf of the Government of Ceylon, make order and authorize Mr. K. G. Edmund, 7, Belmont Street, Colombo 12, to sell by public auction the land described in Schedule hereto for the recovery of the sum of Rs. 27,976.75 due from Kanattigodagamage Elizabeth Perera and Jayagama Arachchige Rupawathie Perera, both of 131/57, Model Farm Road, Borella, on Mortgage

Bond No. 527 dated the 3rd day of July, 1957, attested by M. A. Van Rooyen, Esq., Notary Public, Colombo in respect of which default has been made, with further interest on Rs. 25,000 at the rate of six per cent per annum from the 3rd March, 1960, up to the date of the sale or till payment in full together with all penalties accruing under the terms of the said mortgage from 3rd March, 1960, till date of sale, and the expenses and costs incurred by me for such recovery.

SCHEDULE

All that defined portion of land marked lot B1 from and out of lot B of the land called Pelengahawatta, depicted in plan No. 684 dated 25th September, 1911, made by James Rodrigo, Licensed Surveyor, together with the house to be constructed thereon formerly bearing assessment No. 66, Yakbedda Road and presently 194, Rajagiriya Road, Rajagiriya East, situated at Welikada within the Urban Council limits of Kotte in the Palle Pattu of Salpiti Korale in the District of Colombo, Western Province, which said lot B1 is bounded on the north by lot C of Pelengahawatta, on the east by lot B2 of the extent of 23 perches, on the south by lot A of Pelengahawatta and a reservation for a road in extent 3.80 perches, and on the west by the High Road, containing in extent one rood and two and ten hundredth perches (0A. 1R. 2.10P.) according to the said plan No. 684.

R. L. ARNOLDA,
Commissioner for National Housing.
Colombo 2, 5th May, 1960.

MANUFACTURE OF MATCHES REGULATIONS —1938

WHEREAS by deed No. 554 dated April 27, 1960, attested by Mr. T. Devarajan, Notary Public, Kanagasabai Gunaratnam, carrying on the business of manufacture of matches has transferred the said business together with all rights and privileges pertaining thereto, to Kanagasabai Gunaratnam carrying on business under the name, style and firm of K. G. Industries at 1194/1, Ambalavanar Athiady, Jaffna, I, Egerton Christison Selvarayan Paul, Acting Director of Industries, do hereby give notice in terms of Regulation 7 of the Manufacture of Matches Regulations, 1938, that I have decided to issue a licence to manufacture matches to the said Kanagasabai Gunaratnam, carrying on business under the name, style and firm of K. G. Industries, the purchaser of the said business and allocated to him a quota of 3,092 cases per year.

E. C. S. PAUL,
Acting Director of Industries.
Colombo, May 7, 1960.

NOTICE

THE office of the Assistant Commissioner, Co-operative Development, Ratnapura, has been shifted from premises No. 30, Riverside Road, to the Old Hospital Building (Female Ward), Ratnapura, with effect from 11.4.60.

P. B. MUDANNAYAKE,
Deputy Commissioner (Adm.), for Commissioner of Co-operative Development and Registrar of Co-op. Societies.

My No. PCC/A/755.

CUSTOMS NOTICE

IT is hereby notified for public information that with effect from May 9, 1960, I have appointed Baghdad Warehouse No. 1 in the Customs premises as a place into which re-shipment cargo may be landed.

M. L. D. CASPERSZ,
Principal Collector of Customs.
H. M. Customs,
Colombo, May 9, 1960.

INTERRUPTION TO TRAFFIC

Sabaragamuwa Division—Avisawella District
BRIDGE No. 19/3—COLOMBO-HANWELLA LOW LEVEL ROAD

THE above bridge will be closed to all vehicular traffic for 3 months from 6 a.m. on 12.5.60, for reconstruction.

The alternative route is via Hanwella Junction Road.

T. GUNERATNAM,
for Director of Public Works.
Public Works Department,
Colombo, 9.5.60.

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

IT is hereby notified that the following resolution was unanimously passed by the Board of Directors of the Corporation on February 23, 1960:—

" WHEREAS Chandrasekera Selestine Perera of " Chandrasevena", Kandana, in the District of Colombo, has made default in the payments due on bond No. 3840 dated September 2, 1956, attested by S. Madurapperuma, Notary Public of Chilaw, in favour of the Agricultural and Industrial Credit Corporation of Ceylon and there is now due and owing to the Corporation a sum of rupees seven thousand four hundred and twenty three and thirty three cents (Rs. 7,423.33) on the said bond; the Board of Directors of the Agricultural and Industrial Credit Corporation of Ceylon under the powers vested in them by the Agricultural and Industrial Credit Corporation Ordinance, No. 19 of 1943, do hereby resolve that the property and premises mortgaged to the said Corporation by the said bond No. 3840 dated September 2, 1956, and attested by S. Madurapperuma, Notary Public, be sold by public auction by G. Walter Fernando, Licensed Auctioneer of Chilaw, for the recovery of the said sum of Rs. 7,423.33 with further interest on the principal sum of rupees six thousand nine hundred and eighty-eight and eighty-five cents (Rs. 6,988.85) at 6 per centum per annum from February 24, 1960, to date of sale and costs of sale."

Description of Property Mortgaged

1. Allotment of land called Kajugahawatte with the buildings standing thereon situated at Karukkuliya in the Munneswaram Pattu of Pitigal Korale in the District of Chilaw, North Western Province, and containing in extent two acres and fourteen perches (2A. 0R. 14P.) also described to contain in extent one acre and one rood (1A. 1R. 0P.).
2. Allotment of land called Karukkuliyekele alias Mahawelakele with buildings thereon situated at Karukkuliya aforesaid and containing in extent two acres one rood and twelve perches (2A. 1R. 12P.).
3. Lot B of Mahawelakele with buildings thereon situated at Karukkuliya aforesaid and containing in extent two acres two roods and eleven decimal five perches (2A. 2R. 11.5P.).
4. Allotment of land called Wetiypahaladeniya with buildings thereon situated at Bangadeniya and Karukkuliya aforesaid in extent two acres one rood and twenty-four perches (2A. 1R. 24P.).
5. Allotment of land called Kohombagahalangahena (Lot No. 2) with buildings thereon situated at Karukkuliya aforesaid and containing in extent four acres and three perches (4A. 0R. 3P.).

H. S. F. GOONEWARDENA,
General Manager.

Colombo, May 14, 1960.

PROCLAMATION—RABIES

WHEREAS there is danger of rabies in the Village Headman Division No. 694/695 in Pamunugama-Mahabellana in the Divisional Revenue Officer's Division of Panadura Totamunne in the Kalutara District. It is hereby notified under section 11 of the Rabies Ordinance (Chapter 333), that any dog found in any public place or road or any places other than a private building, compound or garden within the above-mentioned Village Headman's Division and not being tied up or led, shall be liable to be destroyed forthwith.

The proclamation shall take effect from May 20, 1960.

W. PATHIRANA,
Government Agent, Kalutara District.

The Kachcheri,
Kalutara, May 12, 1960.

THE TISSAMAHARAMA PILGRIMAGE REGULATIONS, 1952

IN terms of Regulations 3 of the Tissamaharama Pilgrimage Regulations 1952, I, T. Sivagnanam, Acting Government Agent of Hambantota District, fix the period specified below a period during which the Tissamaharama Pilgrimage Regulations 1952, shall be in force.

Poson Festival, 1960

June 6th to 9th (both days inclusive).

T. SIVAGNAM,
Acting Government Agent.

The Kachcheri,
Hambantota, May 2, 1960.

POSON FESTIVAL, MAHIYANGANA, 1960

I, B. P. V. A. J. P. Senaratne, Government Agent, Administrative District of Badulla, do hereby for the purpose of and in terms of the Regulations for Pilgrims to Mahiyangana, published in *Government Gazette* No. 9,902 of September 10, 1948, as amended by the Regulation published in *Government Gazette* No. 10,283 of August 17, 1951, and as further amended by the Regulation published in *Government Gazette* No. 10,778 of March 25, 1955:—

- (a) Notify for general information that the Poson Festival will commence on June 6, 1960, and close on June 10, 1960.
- (b) Prohibit entry to Dunuwattetota from where water will be pumped to be used for drinking purposes for pilgrims.
- (c) Appoint the special camping ground opposite Willowewa Tank on Alutnuwara-Bibile P. W. D. road otherwise known as Badulla Veediya to be a place for occupation by pilgrims.
- (d) Appoint an additional camping ground on the land called Kurumburepitiya opposite the V. C. Office on Alutnuwara-Soraborawewa P. W. D. road.
- (e) Prohibit cooking within the Devale premises and Vihare Maluwa and Devale Road or Palle Veediya, Meda Veediya and Bomalu Veediya.
- (f) Appoint the following places for the sale of only flowers, joss sticks, candles, incense, camphor and images as offerings at the Devale, viz:—
Temporary buildings erected on permits issued by me or by an Authorized Officer in front of the Sanga Awasa and on the Meda Veediya.
- (g) Appoint the following places in which any commodity except an article of food and drink may be sold subject to the provisions of the Regulations:—
 - (1) Temporary buildings erected on permits issued by me or by an Authorized Officer along the Main Road;
 - (2) Permanent and temporary buildings erected on permits issued by me or by an Authorized Officer along and facing the Bibile-Alutnuwara-Soraborawewa P. W. D. road, north of the Resthouse, Alutnuwara, and south of the Willowewa Tank;
 - (3) Permanent and temporary buildings erected on permits issued by me or by an Authorized Officer, facing and along Alutnuwara-Karametiya-Megahakiula P. W. D. road, south of the Willowewa Tank;
 - (4) Licensed permanent buildings facing and along Bibile-Alutnuwara-Soraborawewa P. W. D. road between Willowewa Tank and the Resthouse, Alutnuwara, and facing and along Alutnuwara-Megahakiula-Karametiya P. W. D. road between Willowewa Tank and the Resthouse, Alutnuwara.
- (h) Except in regard to the sale of articles described in para (f) at the appointed places above, prohibit, subject to the provisions of the Regulations, the sale of any commodity of any description in the Sacred Area at Mahiyangana comprising the following:—
 1. Devale Road or Palle Veediya;
 2. Meda Veediya;
 3. Bomalu Veediya;
 4. Devale premises;
 5. Vihare Maluwa.

2. No vehicles including bicycles and carts will be allowed within the Camp Area without a permit from me or an Authorized Officer.

3. The P. W. D. road from culvert No. 23/7 to the junction of the main road close to the D. M. O's bungalow will be closed for all traffic including bicycles.

4. Available Crown sites will be released by the D. R. O., Bintenna, at his discretion for the purpose of boutiques on payment of rent as usual. No trade will be allowed on such premises unless the building conforms to the requirements of the Sanitary Authorities. All such boutique-keepers should provide one or two latrines, if so directed by me or by an Authorized Officer.

5. No temporary buildings can be put up within the Camp Area at Mahiyangana without a permit from me or from an Authorized Officer.

6. Crackers and Fireworks, &c., in the Camp Area are prohibited.

7. The attention of the public is specially drawn to the under-mentioned regulation and strict compliance of the same is kindly requested :—

Regulation 15

“No person shall without the previous sanction of the Government Agent, construct any booth or any sort of building or extent any building so as to encroach on any land used or set apart for use as a street within the Camp Area or any land forming the banks of the river within the Camp Area.”

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

The Kachcheri,
Badulla, May 9, 1960.

(b) Temporary and permanent authorized buildings erected on permits issued by me or an Authorized Officer along and facing the Bibile-Alutnuwara-Soraborawewa P. W. D. road, north of the Resthouse, Alutnuwara, and east of the Willowwewa ;

(c) Temporary buildings erected on permits issued by me or an Authorized Officer in the Camp Area reserved for Pilgrims opposite the Willowwewa ;

(d) Temporary and permanent buildings authorized by me or an Authorized Officer along and facing the Alutnuwara-Meegahakiula P. W. D. road, south of the Willowwewa Tank.

For the purpose of this notice every building whose road frontage is less than 50 feet from the centre of the road shall be deemed to be a building along the road.

2. No food or drink of any sort shall be exposed, sold or distributed at any other place within the Camp Area of Mahiyangana.

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

The Kachcheri,
Badulla, May 9, 1960.

POSON FESTIVAL, MAHIYANGANA, 1960

I, B. P. V. A. J. P. Senaratne, Government Agent, Badulla District, do hereby in terms of Regulations 10 (1) of the Regulations for Pilgrimages to Mahiyangana, published in Gazette No. 9,902 of September 10, 1948, as amended by the Regulations published in Gazette No. 10,283 of August 17, 1951, and as further amended by the Regulation published in Gazette No. 10,778 of March 25, 1955, appoint the following places for the distribution or sale of food and drinks to the pilgrims :—

- (a) Licensed permanent buildings along and facing Badulu Veediya *alias* Bibile-Alutnuwara P. W. D. road ;

NORTH-WESTERN PROVINCE, CHILAW DISTRICT
Colombo-Puttalam Road

THE above road will closed to through vehicular traffic at bridge No. 41/6 for three days from 20.5.60, for repairing the bridge.

The alternative routes will be via Mahawewa-Peniheliyagama Road and Toppu-Madampe Road.

T. GUNARATNAM,
for Director of Public Works.

Colombo, May 17, 1960.

IMPORT CONTROL NOTICE No. 18/60

Ceylonisation of Trade—Registration of Ceylonese Traders

LIST No. CT 3/60

THE following Registered Ceylonese Traders have been issued General Import Licences valid up to December 31, 1960 :—

(This list covers registrations effected from February 16, 1960 to April 30, 1960)

Name	Address	Registration No.
Abdulla, O. L. M. A.	167, Norris Road, Colombo 11	A531/271/1724A
Abdul Cader, A. R. M.	185, Ferry Street, Colombo 12	A498/274/1757A
Abdulhussain Ebramjee	70-72, Castle Hill Street, Kandy	A155/108/518B
Abdul Kaiyoom & Co.	126, Prince Street, Colombo	A318/137/903B
Abdurahman & Co., Ltd., M. S.	1, 3rd Cross Street, Colombo	A23/69/415B
Adatia & Sons, N. N.	173, Bankshall Street, Colombo 11	A538/272/1730A
Ananda Trade Agencies	53-2/1, Main Street, Colombo 11	A504/250/1457A
Ansary, M. M.	202, Bankshall Street, Colombo 11	A546/273/1737A
Berenger Bros.	22/15, Kalyani Road, Colombo 6	B181/103/1750A
Black & White	65, Bankshall Street, Colombo 11	B182/104/1753A
Buhary & Co.	233/4-5, Main Street, Colombo 11	B183/105/1774A
Central Forage Stores, The	151, Wolfendhal Street, Colombo 13	C445/241/1388A
Ceylon Dia Shirts Co., Ltd.	1, Union Place, Colombo 2	C460/274/1759C
Ceylon Printers, Ltd.	20, Parsons Road, Colombo 2	C297/148/1045C
Cinemas, Ltd.	117, New Chetty Street, Colombo 13	C350/263/1630B
City Shoe Palace	128, Prince Street, Colombo	C497/273/1752B
City Stores, Ltd., The	48, Ward Street, Kandy	C92/53/1375B
Colombo Commissioners	39, Chatham Street, Colombo	C518/272/1732B
Colombo District Garment Manufacturer's Co-op. Society, Ltd.	Dalugama, Kelaniya	C522/275/1763B
Commercial House, Ltd.	60, Kumaran Ratnam Road, Colombo	C491/260/1611B
Crescent	233/10, Main Street, Colombo 11	C521/276/1778A
De Silva & Co.	235-2/3, Norris Road, Colombo 11	D346/175/1543A
De Silva & Co., W. P. A.	57, Jethawana Road, Colombo 14	D335/168/1398A
Dollar Corporation	14, Dam Street, Colombo 12	D182/87/218A
Donald & Co.	696, Maradana Road, Colombo 10	D302/148/1765A
Electrics Equipment & Construction Co.	110, Front Street, Colombo 11	E148/74/1391B
Fernando, E. A.	49, Chatham Street, Colombo	F7/5/874A
Fernando, R. R.	30, Upper Chatham Street, Colombo	F217/109/1212A
Free Lanka Dry Fish Stores	160, Reclamation Road, Colombo 11	F231/123/1773A

Name	Address	Registration No.
Ganesan, T.	212/24, Gasworks Street, Colombo 11	G247/133/1768A
General Metals, Ltd.	93, Prince Street, Colombo 11	G249/132/1733B
George Gooneratne & Co.	519, Maradana Road, Colombo 10	G227/124/1515A
Globe Commercial Co.	98, 4th Cross Street, Colombo 11	G246/131/1729A
Harmers	48, Galle Road, Dehiwala	H224/101/1424A
Haroun Careem, M.	45, Prince of Wales Avenue, Colombo 14	H238/111/1667A
Harrods Agency	50-1/9, Reclamation Road, Colombo 11	H221/107/1585A
Hewavitharana & Co., F.	139, 4th Cross Street, Colombo 11	H229/110/1649A
Hirdaramani (Industries), Ltd.	69, Chatham Street, Colombo	H209/114/1728B
Hirai & Co., T.	123, Norris Road, Colombo 11	H71/21/499A
Indo-Foreign Trading Co.	212/49-1/8, Gasworks Street, Colombo 11	I130/73/1770A
Inter-Continental Traders	51, Hospital Street, Colombo 1	I128/72/1727A
Jacobs & Co., J. & M.	74, Jambugasmulla Road, Nugegoda	J108/47/1635A
Jason Fernando & Sons, Ltd.	387, Skinners Road South, Colombo 10	J192/82/1135B
Jazeema Victualling Co.	14, Baillie Street, Colombo 1	J205/98/1754A
Jennihamas	14, De Krester Place, Colombo 4	J202/97/1725A
Jezima Drapery Stores	130, Main Street, Colombo 11	J103/34/474B
Joseph Venceslaus Fernando & Co., J. M.	34, Old Butcher Street, Colombo	J83/41/1150A
Jupiter Corporation	41, Bankshall Street, Colombo 11	J161/92/1448A
Kanagalingam Pillai & Son, V.	17, St. John's Road, Colombo	K7/12/617B
Karimbhoy Bagsobhoy, Ltd.	109, 4th Cross Street, Colombo 11	K123/37/404B
Kasthuri Corporation	40, Sea Street, Colombo 11	K224/91/1771B
Kingsley Wijesingha	104, Attidiya Road, Ratmalana	K228/92/1775A
Kishinchands, Ltd.	60-1/4, Reclamation Road, Colombo 11	K200/86/1581B
Laffir Stores	27, China Street, Colombo 11	L139/72/1745A
Leyden Industries, Ltd.	7, Hospital Road, Jaffna	L141/73/1749B
Magina Motors	53-2/1, Munsoor Bldgs., Main Street, Colombo 11	M637/269/1636B
Malika Trading Agencies	109-2/1, Kumaradasa Bldgs., Dam Street, Colombo 12	M658/282/1779A
Mansooriya & Co.	124, 2nd Cross Street, Colombo 11	M339/105/729A
Mario Monricks	128/4, Ward Place, Colombo 7	M645/280/1769A
Markandu & Bros., N. A.	191, Central Road, Trincomalee	M585/235/1169B
Marlyn Agencies	10, 8th Lane, Colombo 3	M556/221/967A
Martinus C. Perera & Sons	163, Union Place, Colombo 2	M452/201/648A
Mavai Trading Co.	81-1/12, Naga Bldgs., Prince Street, Colombo	M648/279/1744A
Meera Saibo & Co., M. A. M.	71, Bankshall Street, Colombo 11	M588/240/1272B
Meeran Sahib, K. N. M.	52, 54, Kannathiddy Road, Jaffna	M547/220/929A
Midland Electricals	107, 1st Cross Street, Colombo 11	M647/281/1772A
Midland Stores	46, King Street, Kandy	M618/256/1475A
Miltons	84, 1st Cross Street, Colombo 11	M71/30/1313B
Modern Shoe Mart, The	87, 1st Cross Street, Colombo 11	M93/84/1330A
Mohamed & Co., O. L. M.	23, Hospital Street, Colombo	M640/272/1656A
Mohamed & Co., K. N. H.	29-2/17, Gaffoor Bldgs., Colombo 1	M39/39/1315B
Mohandas & Sons	155, Main Street, Colombo 11	M584/244/1290A
Mohideen, M. Y. M.	8, China Street, Colombo 11	M659/278/1739A
Nagalingam & Bro., K. S.	60, Kannathiddy, Jaffna	N271/140/1559B
Nagoor Meera & Co., M. J.	138, New Moor Street, Colombo	N254/123/1259A
New Central Stores	138, 1st Cross Street, Colombo 11	N267/125/1342B
New Southern Drapery Stores	200, Ward Place, Colombo 8	N197/94/1733A
Niyaz & Co.	144, 4th Cross Street, Colombo 11	N25/4/25A
North Ceylon Trading Co., Ltd.	5, Clock Tower Road, Jaffna	N147/44/70B
Omar Mowlana, S. A. S.	59, Deans Road, Maradana, Colombo 10	O25/8/1758A
Pandithakoralege & Co., D. R. M.	9, Pamankade Lane, Colombo 6	P383/195/1192A
Paragon Industries	35, Green Street, Colombo 13	P429/225/1747B
Paramount Industries	32-1/2, Upper Chatham Street, Colombo	P425/227/1764B
Pattakannu Achary Katheravelu Achary	96, New Chetty Street, Colombo 13	P406/224/1736A
Paul & Co.	524, Maradana Road, Colombo 10	P173/87/509A
Perera & Co., K. Michael	32, Keyzer Street, Colombo 11	P131/144/858A
Perianna Pillai & Co., S.	228, Keyzer Street, Colombo 11	P426/223/1735B
Perianna Pillai & Co., M. S. T. K. N.	165, Sea Street, Colombo 11	P427/222/1734B
Pillayar Vilas Co.	31, Manipay Road, Jaffna	P376/210/1362A
Premier Electric Co.	311, Darley Road, Colombo 10	P428/226/1756A
Qamar Stores	38 & 40, Keyzer Street, Colombo 11	Q12/9/1030A
Queens Exports & Imports Co.	861, Alutmawatte Road, Colombo 15	Q11/10/1049B
Radio Finance Co., The	6, Consistory Bldgs., Colombo 11	R287/125/1088B
Ramakrisna & Co.	549-1/1, Prince of Wales Avenue, Colombo 14	R333/151/1682B
Ranasinghe, J. A. L.	235-2/4, Norris Road, Colombo 11	R337/156/1726A
Rani Textiles	119, Belmont Street, Colombo	R339/158/1761A
Rasih & Co., S. P.	127, 2nd Cross Street, Colombo 11	R100/31/9A
Rebecca International Trading Co.	53, Armour Street, Colombo 12	R121/37/1305A
Reimoo Sons, Ltd.	88A, Main Street, Colombo 11	R318/143/1522B
Ruby Agency	20A/414, Bloemendhal Road, Colombo 13	R335/159/1767A
Rural & City Trades, Ltd.	75, Negombo Road, Peliyagoda	R313/146/1614C
Sahidan Stores	27, Church Street, Colombo 2	S816/399/1746A
Schumacher & Co., C. G.	17, Bagatalls Road, Colombo 3	S833/402/1777A
Sheriff & Co., M. L. M. M.	16, 3rd Cross Street, Colombo 11	S746/204/576A
Sheriff, A. R. A.	34, Baillie Street, Colombo 1	S706/400/1751B
Sibar Trading Co.	91, Bankshall Street, Colombo 11	S691/320/971A
Siddiqui Co.	51/14, 1st Cross Street, Colombo 11	S481/209/582A
Siedles Cineradio, Ltd.	9 & 10, Consistory Bldgs., Colombo	S573/276/543B
Silvertone Radio Service Co.	71, Main Street, Negombo	S710/334/1175B
Silva & Sons, Arnolis	257, Dam Street, Colombo	S728/338/1194B
Sithee Stores	146, 147, Bazaar Street, Lunugala	S789/401/1762A
South-West Finance & Autotrades, Ltd.	50, Ward Place, Colombo	S827/403/1780B

Name	Address	Registration No.
Sri Commodities, Ltd.	135, Dam Street, Colombo 12	S804/397/1742B
Sri Lanka Agencies	61, New Moor Street, Colombo	S822/398/1743A
Sulaimans	151, Galle Road, Colombo 3	S812/396/1722A
Superway Trading Co.	30, 4th Cross Street, Colombo 11	S808/395/1723A
Suriya & Sons	50-2/8, Reclamation Road, Colombo 11	S679/362/1367B
Thaha & Co., S. D. M.	44, 3rd Cross Street, Colombo 11	T55/34/473A
Town Shop, The	86, Main Street, Colombo 11	T171/81/1623A
Trade Ceylon, Ltd.	59-3/1, Australia Bldgs., Colombo 1	T172/82/1755B
Tybally & Co., G. H.	147, 4th Cross Street, Colombo 11	T29/23/642B
United Mercantile Agency	274, 2nd Floor, Bank of Ceylon Bldgs., Colombo 1	U34/13/1596A
Vaithialingam, A.	211, K. K. S. Road, Jaffna	V109/98/1731A
Venus Trading Co.	29, Maliban Street, Colombo 11	V117/99/1760A
Wadood, A. C. A.	361, Grandpass Road, Colombo 14	W234/135/1766A
Wilson & Co., S. S.	176, 4th Cross Street, Colombo 11	W208/133/1741B
Wimalajeewa Bros.	191, Norris Road, Colombo 11	W237/134/1748B
Yosoofs	209, 211, Main Street, Colombo 11	Y17/8/1096A
Zenith Watch Repairers	56, Kasthuriar Road, Jaffna	Z50/25/1621A
Zintha & Bros.	97, 3rd Cross Street, Colombo 11	Z52/26/1776B
Zulfika Textiles	94-1/7, York Bldgs., York Street, Colombo	Z47/24/1608A

2. The following firms have been issued *General Export Licences* valid up to December 31, 1960 :—

Name	Address	Registration No.
David & Co.	31-1/4, Baillie Street, State Bank of India Bldgs., Colombo	D350/179/1661B
Maharajan & Co.	61, Layards Broadway, Colombo 14	M646/275/1687B
Ratnasingham & Sons, M. J.	74/5, Grandpass Road, Colombo 14	R338/157/1740A

3. The following names and addresses should be *substituted* for the names and addresses appearing against *General Import Licence* numbers in lists Nos. CT 1/60 & CT 2/60 published in *Ceylon Government Gazette* Nos. 12,047 of January 29, 1960, and 12,073 of March 4, 1960, respectively :—

Name	Address	Registration No.
Business Machines Co., Ltd.	15, Baillie Street, Colombo 1	B162/90/1220B
Dimo Agencies (Ceylon), Ltd.	56, Bloemendhal Road, Colombo 13	D299/145/426B
Gunaratne & Co.	29/31, Driebergs Avenue, Colombo 10	G191/122/1473B
Ibrahimsa, S. B. M.	343, 349, Old Moor Street, Colombo	I107/62/1483A
Mohamed Cassim & Bro., Haji M. P. M.	5, Bazaar Street, Batticaloa	M234/68/217B
Ruhuna Export, Import Agencies	46, Pendennis Avenue, Colombo 3	R336/154/1660A
Russell & Brixius	26, Fraser Avenue, Dehiwala	R289/126/1173A
Rustomjee & Co., Ltd., R.	98, Grandpass Road, Colombo 14	R219/100/241B
Sahibo & Co.	172, Main Street, Colombo 11	S695/324/1010B
Saleem, S. M.	51/33, Stafford Place, Colombo 10	S78/67/324A
Sri Wijaya Agencies	Kumaradasa Bldgs., 109-1/1, Dam Street, Colombo	S807/390/1688B
National Imports & Exports Agency	City Mission Bldgs., 135-1/6, Dam Street, Colombo	N298/147/1713B

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4. The *General Import Licences* issued to the uner-mentioned firms have now been *cancelled* :—

Name	Address	Registration No.
L. P. S. Grinding Mills	234, Old Moor Street, Colombo 12	L133/71/1714A
Rasheed, A. M. A.	180-1/3, Keyzer Street, Colombo 11	R49/46/1695A

(Vide list No. CT 2/60 published in *Ceylon Government Gazette* No. 12,073 of March 4, 1960.)

Colombo, May 7, 1960.

V. L. WIRASINHA,
Controller of Imports and Exports.

IMPORT CONTROL NOTICE No. 14/60

(Ceylonisation of Trade—Registered Indent Agents)

LIST No. IND 3/60

THE following have been registered as *Ceylonese Indent Agents* for 1960 :—

(This list covers registration effected from February 27, 1960 to April 30, 1960.)

Name	Address	Registration No.
Abdul Hameed & Son, P. T.	16, 3rd Cross Street, Colombo 11	IND : A10/17/212A
Asian Import Export Co.	22-1/9, Adamally Bldgs., Kayman's Gate, Colombo 12	IND : A21/16/208B
Chockalingam Pillai, M.	161, 4th Cross Street, Colombo 11	IND : C29/18/79A
City Trading Agency	221, Panchikawatte Road, Colombo 10	IND : C2/3/37B
Cyril & Co., A. R.	50-3/8, 3rd Floor, Hendrick Bldgs., Reclamation Road, Colombo 11	IND : C37/25/209A
Eastern Enterprises (Ceylon), The.	235-1/1, Norris Road, Colombo 11	IND : E20/11/214B
Fernando & Sons, M. D.	6/5, Bristol Street, Colombo	IND : F13/7/210A
Jalanthar & Co., M.	293/1, Grandpass Road, Colombo	IND : J20/12/213A
Milhuisen & Hoek.	346, Deans Road, Colombo 10	IND : M19/12/211A
Sunrise Corporation	106-1/4, Reclamation Road, Colombo 11	IND : S34/19/170B
Victoria Agencies	235-1/1, Norris Road, Colombo 11	IND : V5/2/194A

Colombo, May 7, 1960.

V. L. WIRASINHA,
Controller of Imports and Exports.

DEBT CONCILIATION ORDINANCE No. 39 OF 1941, AS AMENDED BY ORDINANCE No. 40 OF 1941, AND ACT No. 5 OF 1959

Notice under Section 25 (1)

THE Debt Conciliation Board proposes to attempt to effect a settlement under the Debt Conciliation Ordinance, No. 39 of 1941, as Amended by Ordinance, No. 40 of 1941, and Act No. 5 of 1959, between the debtors and the creditors specified in Columns 1 and 2 of the Schedule hereto.

The creditors are called upon to submit to the Board statements of debts owed to them by their debtors on or before May 30, 1960.

151, Lower Lake Road,
Galle Face, Colombo 3, May 12, 1960.

W. G. M. DE SILVA,
Secretary,
Debt Conciliation Board.

SCHEDULE

Case No.	Name and Address of Debtor	Name of Address of Creditor
6701	Kanthal alias Kandiah Thambirajah, Kondavil North, Jaffna	Sinnammah, wife of Kandiah, Urumpirai Vaithilingam Ariyaratnam, Malaya Naganathar Thambipillai, Urumpirai Ramalingam Sellathurai, Urumpirai Sivapakiam, wife of Alagayatnam, Urumpirai Perimbam, wife of Ratnasingham, Urumpirai Jayasekera Arachchige Livindiris, 430, Deans Road, Maradana, Colombo
6704	Hathtuduwa Gamage Pemawathie, 75, National Housing Scheme, Gongitota, Wattala	Sellathurai Paramasamy and wife Pooanam, Munavil West, Chavakachcheri
6705	Chelliah Kanapathipillai, Madduvil South, Chavakachcheri	Mahudu Muhammadu's son Ibrahim Saibo, Kahataliyadda, Kandy
6706/6707	Jayawardena Liyana Aratchige Sirisena and J. L. A. Upasena, Udadumbara, Madugoda	Meepe Arachchige Wickramatilleke de Silva, 60, Lady Mannings Drive, Kandy
6708	Mrs. Sopaya Perera, widow of T. Perera, "Hemagiri", Kadawata	Jaslin Siriawathie Fernandis nee Samarasinghe, Kapugama, Dondra
6710	Polwatta Gallage Misi Nona, Pannansella, Dondra	Willorage Dandiris Perera, Kolamediriya, Bandaragama K. Mabel L. de Silva, Mukalangamuwa, Seeduwa
6711	Vithanage Cecilin Perera, Kolamediriya, Bandaragama	Meril Joseph Tilakaratne, Kegalla
6714	A. John Albert Fernando, Ballapana Garage, Ballapana, Divulapitiya, B. Aron Fernando, Seeduwa	Hetti Aratchige Jayasoma Abeywardena, 212, Sirimangala Road, Walpola, Matara
6715	Etige Julian Silva, Elabadagama, Paonala	Udugodadewage Mary Nona, Nawagamuwa, Ranala
6716	Jasenthu Kankanange Gunapala Jayasinghe, "Singhapaya", Mapalana, Kamburupitiya	W. D. M. Wijewardena, Katubedda, Moratuwa
6717	Welekanne Mohotri Appuhamillage Don Simon Appuhamy, Nawgamuwa, Kaduwela	Bopitiyage Meera Lebbe Sulaiman Lebbe, Moragala, Eheliyagoda
6718	Weerahennedige Josie Mabel Fernando, 125, Barilica Uyana, Moratuwa	Katuwana Aratchige Diyas Appuhamy, Pattiyawela, Nihiluwa, Beliatta
6719	Karandana Acharige Ranso Nona, Moragala, Kandanamuwa, Ihalagama, Eheliyagoda	Kosmapatabandige George Theodore Dalpathado, Kalugamage Lucy Victoria Fernando, Ulhitiyawa, Wennappuwa
6720	Weligama Kasige Karunadasa, Beliatta	Beeta Chandrani Kurukulasuriya, Wella Road, Palimulla, Matara
6722	Warnakulasuriya John Joseph Fernando, Ulhitiyawa, Wennappuwa	Parapayalagedara Hawkanda, Udahinguralawatta, Wataraka, Mawathegama
6723	Dharmadasa Dewanarayana, 21, Peekwella, Matara	Dewandara Liyana Waduge Baby Nona, Roonegewatta, Arubbana-Heenetigala, Talpe
6724	Eriyagahamada Dewayalagedara Dingiri, Delpaddana, Weuda	1. G. Aslin Perera, 629, Lake Road, Boralesgamuwa
6725/6709	Wewelwala Hewage Jayandiris, Heenetigala, Galle	2. Rev. Pannaratna Thero, Bokundara Temple, Bokundara
6726	Jayasundera Mudiyansele Don Velun, 802, Lake Road, Boralesgamuwa	1. J. K. A. John, 642, Diyakadahena Road, Udahamulla
6727	Don Manuelge Don Liyanoris, 802, Lake Road, Boralesgamuwa	2. Rev. Pannaratna Thero, Bokundara Temple, Bokundara
7629	Mohomed Haniffa Mohomed Thahir, 116/1, Broadway Road, Matara	Mohomed Ossan Mohomed Mussan Hadjar, Main Street, Matara
6731	Veluppillai Thambipillai and wife K. Annapakiam, 1, Pioneer Road, Koddaimunai, Batticaloa	Dr. A. Veluppillai, 1, Trincomalee Road, Batticaloa
6732	Yapa Mudiyansele Sudu Banda, Galketiagedara, Kahagolla, Diyatalawa	H. M. Wijesekara, Abewela, Keppitipola
6733	Peer Nadar Mariam Umma, 213/2, Colombo Street, Kandy	1. Mrs. M. Gomez, 97, Allis Road, Negombo 2. A. G. Gomez, c/o Messrs. P. G. Gomez & Co., Ward Street, Kandy
6734	Gallage Sylvester Fernando, Amandoluwa, Seeduwa	K. H. Pabianu Appuhamy (deceased) K. H. Michel Appuhamy, c/o K. H. Hugo Appuhamy, Station Road, Katunayake (Administrator to be appointed)
6735	Waidyaratne Herat Mudiyansele Cicil, Siyambalapitiya, Fiscal Office, Kegalla	1. Vidanelage Podi Menike, Siyambalapitiya, Kegalla
6736	Galahitiyawegedara Peter, Henegama, Palkumbura, Medawela	2. H. R. Punchi Banda, Siyambalapitiya, Kegalla
6737	Uyangoda Ganhewakankanange Hinni Appuhamy, Pahala Vitiyala, Thihagoda, Matara	Wickramasinghe Mudiyansele Agalekotuwegedara Kiri Banda, Botota, Medawela
6739	Hiyare Hewage Dharmasena, Ratnasiri, 9, New Building, Kandy Road, Peliyagoda	Ranasinghe Karunadasa, Pansalalangedara, Galketiawatta, Makandura
6740	Kotagama Mudiyansele Samaneri Singho, Post Office, Giriulla	A. D. Charles, 35, Sea Street, Colombo
6741	Jalal Thamina, Panwila	S. A. Punchi Appuhamy, Welihinda, Keppitiwalana, Alawwa
6742	Henda Vithanage Martin Silva, Abhaya, Nupe, Matara	Pelawa Vidanelegedara Noow Mohomed, Hadjar's son Abdul Hassen, Madawala
6743	Wakketta Aratchige Ariyadasa, Attanayake, 25, Thelangapatha Road, Wattala	Mrs. A. S. Kodkiara, c/o W. S. Palis Silva, Nugegoda, Dondra
6744	Peter Wijeweera Muniweera, Medaketiya, Tangalla	R. D. Abeygunawardena, 104, Allen Avenue, Dehiwala
6745	Umagiliyage Carlinahamy, Dolewatta, Badungoda, Walahanduwa	Abedeera Jayasooriya Senapatibendige Allen Nona Abeydeera Jayasuriya, Senapatibandige Uparis Appu, Bolana, Ambalantota
6746	Don Jeeris Baddevitane, Yattaramulla, Bentota	D. Kahaduwa Kankanange Dharmasena, Mulatiyanawatta, Ganegoda, Akmeemana
6748	Edwin Wijenayake, Dickduwewatta, Hemmeliya, Baddegama	Hapu Aratchige Odinis Perera, Ovitigala, Matugama
6749	Welikanna Mohottige Don Appu Singho, Welikanna Mohottige Don Peter, Welikanna, Handapangoda	Barthal Disسانayake, Hemmeliya, Duwa, Baddegama
6750	Mrs. Theivanayagam Kanmany, Hospital Road, Batticaloa	P. A. D. Themis Appuhamy, Kekuladola, Handapangoda
		1. T. S. Rayappan, Teacher, Thandavanvelu, Batticaloa 2. P. Subramaniam and wife "Sakiduthar Valan", Kopay, Jaffna

Excise Ordinance Notices

LOCAL OPTION POLL FOR THE RE-OPENING OF A
TODDY TAVERN AT VADDUVAKAL IN VAVUNIYA
DISTRICT

WHEREAS the Local Option Poll for re-opening of a Toddy Tavern at Vadduvakal in Vavuniya District, postponed by an order of the Minister of Home Affairs and Rural Development, has been re-fixed for June 11, 1960, by an order published in the *Ceylon Government Gazette* No. 12,130 of 13.5.60, I, Donald Maartensz Anthonisz Speldewinde, Government Agent, Vavuniya District, in the exercise of the powers vested in me by rule 6 of the Excise Notification No. 146 published in the *Ceylon Government Gazette* No. 7,478 of August 14, 1923, as amended by Excise Notification Nos. 180, 194, 221, 225, 231 and 401 do hereby give notice that a Poll will be taken on Saturday, June 11, 1960, at the place mentioned in the sub-joined Schedule for the purpose of deciding whether or not a licence for the sale of toddy in any tavern at Vadduvakal in the Vavuniya District be regranted.

2. Polling will take place between the hours of 8. a.m. and 12 noon and between 1 p.m. and 6 p.m. on the date of Poll.

3. No person whose name does not appear in the list of voters shall be entitled to vote at the Poll.

D. M. A. SPELDEWINDE,
Government Agent.

The Kachcheri,
Vavuniya, May 16, 1960.

Voting Area	Schedule	Polling Station
Puthukudiyiruppu Village Committee Ward No. 9— Village of Vadduvakal.		Government Tamil Mixed School, Vadduvakal.

L.D.—B. 165/33.

THE LOCAL OPTION RULES

Order fixing date for holding postponed local option poll for the closure of the arrack tavern and the toddy tavern at Pinnawala in Kadawata Korale in Ratnapura District

WHEREAS by Order published in *Gazette Extraordinary* No. 12,042 of January 22, 1960, the local option poll for the purpose of deciding whether or not any licence for the sale of arrack or toddy in any tavern at Pinnawala in Kadawata Korale, in the Ratnapura District, shall be granted or withheld was postponed to a date to be fixed by an Order under rule 4A of the Local Option Rules set out in Excise Notification No. 146 published in *Gazette* No. 7,478 of August 14, 1923, as amended by Excise Notification No. 180 published in *Gazette* No. 7,661 of August 31, 1928:

Now by virtue of the powers vested in me by the said rule 4A, as modified by the Proclamation published in *Gazette Extraordinary* No. 9,773 of September 24, 1947, I, Mohamed Cassim Mohamed Kaleel, Minister of Home Affairs and Rural Development, do by this Order fix July 9, 1960, as the date on which the aforesaid local option poll shall be held.

M. C. M. KALEEL,
Minister of Home Affairs and
Rural Development.

Colombo, May 16, 1960.

NOTICE

IT is hereby notified that in view of the Public Holiday on Wednesday, June 8, 1960, all Notices and Advertisements for publication in the *Ceylon Government Gazette* of June 10, 1960, should reach the Government Press not later than 12.30 p.m. on Saturday, June 4, 1960.

Government Press,
Colombo, May 19, 1960.

BERNARD de SILVA,
Government Printer.