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## THE CEYLON GOVERNMENT GAZETTE

අංක 12,156 — 1960 ජූලි 8 දිනි සිකුරාදා — 8.7.1960

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### PART I: SECTION (I)—GENERAL

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#### Appointments, &c., by the Governor-General

No. 272 of 1960

No. D. 33/Rect.

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

To be Temporary Squadron Leader with effect from 1st July, 1960—

✓ Flight Lieutenant PATHMAN HARIPRASADHA MENDIS—(01029) —GD/P.

By His Excellency's command,

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

Colombo, 28th June, 1960.

#### Appointments, &c., by the Public Service Commission

No. 273 of 1960

Mr. C. A. COORAY, C. C. S., to be Additional Controller of Establishments, General Treasury, with effect from May 25, 1960, until further orders. A. 192/60.

Mr. A. R. M. JAYAWARDENA, C. C. S., to be an Assistant Controller of Supply and Cadre, General Treasury, with effect from April 19, 1960, until further orders. A. 197/60.

Mr. W. A. DE SILVA, Deputy Director of Irrigation, to act as Director of Irrigation, during the absence out of the Island of Mr. A. E. C. DE S. GUNASEKERA, Director of Irrigation, from May 29, 1960, to June 10, 1960, or until further orders. A. 199/60.

Mr. J. VAN SANDEN, Assistant Superintendent of Police, to be a Superintendent of Police, Grade II, with effect from May 1, 1960. A. 40/60.

E. G. GOONEWARDENE,  
Secretary,  
Public Service Commission.  
Office of the Public Service Commission,  
P. O. Box 500,  
Galle Face Secretariat,  
Colombo 1, July 4, 1960.

#### Appointments, &c., by the Judicial Service Commission

No. 274 of 1960

##### SUMMARY OF APPOINTMENTS MADE BY THE JUDICIAL SERVICE COMMISSION

Name of Officer	New Appointment	Effective Date of New Appointment	Remarks
✓ Mr. J. J. DAVID	.. Additional District Judge, etc., Batticaloa	From 27th June, 1960	.. Until resumption of duties by Mr. B. G. S. DAVID
✓ Mr. T. ASIRWATHAM	.. Additional Magistrate, etc., Ratnapura	4th and 5th July, 1960	.. During absence of Mr. K. A. P. RANA-SINGHE
✓ Mr. H. D. RATNATUNGA	.. Additional District Judge, etc., Tangalla	1st to 4th July, 1960	.. During absence of Mr. K. C. E. DE ALWIS
✓ Mr. J. N. C. TIRUCHELVAM	.. Additional Magistrate, etc., Colombo	From 25th June, 1960, till sentence is passed in M. C., Colombo Cases 29702/A, 33641/A and 33885/A	—
Mr. J. N. C. TIRUCHELVAM	.. Additional Magistrate, etc., Colombo	From 27th June, 1960	.. Until resumption of duties by Mr. D. WIMALARATNE

Name of Officer	New Appointment	Effective Date of New Appointment	Remarks
✓ Mr. S. NATARAJA	.. Additional District Judge, etc., Anuradhapura	25th July, 1960	.. During absence of Mr. C. V. UDALAGAMA
✓ Mr. S. J. B. DHARMAKIRTI	.. Additional District Judge, etc., Kandy, at Matale	From 11th July, 1960, to hear till completion M. C. Matale Case 6413	—
✓ Mr. J. AMARASINGHE	.. Additional Magistrate, etc., Hambantota	30th June to 7th July, 1960	.. During absence of Mr. J. G. L. SWARIS
✓ Mr. H. D. RATNATUNGA	.. Additional Magistrate, etc., Hambantota	1st and 2nd July, 1960	.. During absence of Mr. J. G. L. SWARIS
✓ Mr. S. ILAYATHAMBY	.. Additional Magistrate, etc., Jaffna, at Mallakam	4th to 8th July, 1960	.. During absence of Mr. W. D. THAMOTHE- RAM
✓ Mr. F. V. H. LA BROOY	.. Additional District Judge, etc., Nuwara Eliya	28th June, 1960	.. During absence of Mr. C. B. WALGAMPAYA
✓ Mr. A. C. KANAGASINGHAM	.. Additional District Judge, etc., Trincomalee	1st July, 1960	.. During absence of Mr. M. M. ABDUL CADEE
✓ Mr. S. S. M. DHEERARATNE	.. Acting President, Rural Court, Wellaboda Pattu	6th May, 1960	.. During absence of Mr. D. D. VITARANA
✓ Mr. E. GUNASEKERA	.. Acting President, Rural Court, Morawak Korale	28th June to 2nd July, 1960	.. During absence of Mr. S. G. PIERIS
✓ Mr. K. P. GUNARATNE	.. Acting President, Rural Court, Pasdun Korale	29th June, 1960	.. During absence of Mr. F. J. C. ABAYAKOON

Office of the Judicial Service Commission,  
P. O. Box 573,  
Colombo, 29th June, 1960.

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

## Other Appointments, &c.

No. 275 of 1960

No. D. 33/Rect.

### ROYAL CEYLON AIR FORCE—PROMOTIONS

To be Flight Lieutenants with effect from 1st July, 1960—

- ✓ Flying Officer LINDSAY WILLIAM AMBETHARAJAH CHRISTIAN—(01049)—GD/P.
- ✓ Flying Officer NOEL FRANCIS IGNATIUS ANANDAPPA—(01051)—GD/P.
- ✓ Flying Officer MILROY ANTHONY DE SOYZA—(01052)—GD/P.
- ✓ Flying Officer RONALD LLEWELLYN EDWARD PERERA—(01054)—GD/P.
- ✓ Flying Officer HERCULES RAJAPAKSHA—(01060)—GD/P.
- ✓ Flying Officer STANLEY FELIX RUFUS LLOYD PERERA—(01053)—GD/P.
- ✓ Flying Officer ANDBUDUGE WALTER FERNANDO—(01050)—GD/P.
- ✓ Flying Officer MADDUMAKANKANAMALAGE DENZIL MAHANAMA PERERA—(01058)—Equipment.
- ✓ Flying Officer FITZROY AUBREY AUSTIN EBERT—(01055)—Secretarial.
- ✓ Flying Officer NISSANKA MANABHARANA EDIRIWIBA—(01061)—Secretarial.
- ✓ Flying Officer WALTER JOSEPH MAY—(01056)—Secretarial/Education.

H. E. TENNEKON,  
Permanent Secretary,  
Ministry of Defence and External Affairs.  
Colombo, 28th June, 1960.

No. 276 of 1960

### APPOINTMENTS BY THE HONOURABLE MINISTER OF JUSTICE

Justice of the Peace

- ✓ Mr. C. DHARMA RATNAM to be a Justice of the Peace for the judicial district of Kegalle.

### Inquirers under Section 120 of the Criminal Procedure Code (Cap. 16)

- (1) Mr. K. K. MAPILLAIMARIKAR to act as Inquirer for Eruk-kilampiddy, Mannar District, from the 22nd June, 1960, until the resumption of duties by Mr. K. K. S. HABREBO MOHAMADU.
- (2) Mr. A. PERUMYNAR to act as Inquirer for Koralai Pattu, Batticaloa District, while acting in the post of Divisional Revenue Officer of the said Pattu, from the 28th June, 1960, until the resumption of duties by Mr. A. KANDIAH.

(3) Mr. A. PERUMYNAR to act as Inquirer for Bintenne Pattu, Batticaloa District, while acting in the post of Divisional Revenue Officer of the said Pattu, from the 30th June, 1960, until the resumption of duties by Mr. R. B. RATNATUNGA.

(4) Mr. P. TISSERA to act as Inquirer for Ambagamuwa Korale, Uda Bulatgama (Dickoya Division), Kandy District, from the 30th June, 1960, until a permanent appointment is made.

No. 277 of 1960

✓ Mr. MOHIDEEN MOHAMED HALALDEEN of Kahatapiya, Gampola, has been appointed by the Honourable Minister of Home Affairs to be Quazi for the Udapalatha, Udunuwara and Yatinuwara division in Kandy District from 17.6.60 to 31.12.60.

## Government Notifications

G. G. O. No.—O. 438/56.

HIS Excellency the Governor-General has been pleased to accept, on behalf of Her Majesty the Queen, the Letter of Credence of His Excellency Dr. Jacques Albert Cuttat accrediting him as Envoy Extraordinary and Minister Plenipotentiary for Switzerland to Ceylon.

By His Excellency's command,

N. W. ATUKORALA,  
Secretary to the Governor-General.

Governor-General's Office,  
Colombo, 1st July, 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.

L. S. B. PERERA,  
Permanent Secretary,  
Ministry of Home Affairs.

Ministry of Home Affairs,  
Colombo 7, June 24, 1960.

### Schedule

I  
Matara Prison

II  
Mr. B. P. Ariyawansa

LD—B. 36/57.

THE STATE INDUSTRIAL CORPORATIONS ACT, No. 49 OF 1957

Order under Section 33

BY virtue of the powers vested in me by section 33 of the State Industrial Corporations Act, No 49 of 1957, I, Bernard Herbert Aluwihare, Minister of Labour, Industries and Fisheries, do by this Order, approve of the proposed acquisition of the lands set out in the Schedule hereto for the purposes of the Ceylon Cement Corporation being a corporation which was established by the Incorporation Order, made under section 2 of the Act, and published in *Gazette Extraordinary* No. 11,634 of January 2, 1959.

Colombo, June 22, 1960.

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

SCHEDULE

Block No.	Name of land	Extent	Boundaries	Situation
A ..	Kulaikadu, Pathirayankadu or Kanthankadu, Kanthamalayadi, Mandanai, Thiruthampalai, Kanthankadu and Pathirayankadu	About 494 lachchams	North, by the Point Pedro-Punnalai Public Works Department Road; east, by the western limits of the Village Headman's Division of Tellippalai South West; south, by the Maviddapuram-Keerimalai Public Works Department Road; and west by lands belonging to Saraswathy, wife of Chinniah, Mangayakarasi Vaithialingam and others	Village Headman's Division of Keerimalai, D. R. O's Division of Valikamam North
B ..	Varanajiddy, Thampithallai, Kokkan	About 105 lachchams	North, by Point Pedro-Punnalai Public Works Department Road; east, by the western limits of the village of Maviddapuram; south, by the Maviddapuram Keerimalai Public Works Department Road; and west by the eastern limits of the village of Keerimalai	Village Headman's Division of Tellippalai South West, D. R. O's Division of Valikamam North
C ..	Kokkan, Ramavadali Paraiankokkan, Methani, Kannampiddy, Kathiankadavai, Thachanadappu, Ninthuvakkadduvai Kodunkapathanai, Othiampulam, Yathambu, Thulai, Thambaladdy, Kathiraiandavar, Kovilady, Sempadu, Puthukadu and Ainthanalkaladdy	About 1392½ lachchams	North, by the Point Pedro-Punnalai Public Works Department Road; east, by Cement Factory premises and the western limits of the village of Pallai Veeman Kamam; south, by Maviddapuram-Keerimalai Public Works Department Road; and west, by the eastern boundary of the village of Tellippalai South West.	Village Headman's Division of Maviddapuram, D. R. O's Division of Valikamam North
D ..	Kattiyankadavai and Malkunan	About 185 lachchams	North, by Cement Factory premises and the land belonging to P. Ponnuthurai and others; east, by Cement Factory premises; south, by Cement Factory premises and village limits of Maviddapuram; and west, by the eastern limits of Maviddapuram village	Village Headman's Division of Pallai-Veemankamam, D. R. O's Division of Valikamam North
E ..	Methani	About 29 lachchams	North, by sea; east, by water channel; south, by Point Pedro-Punnalai Public Works Department Road; and west, by land belonging to Ramasamy	Village Headman's Division of Maviddapuram, D. R. O's Division of Valikamam North
F ..	Pulliyadikkadu and Thalaimadia Puthukadu	About 55½ lachchams	North, by sea; east, by Kankesanturai Civil Hospital premises (Crown); south, by Point Pedro-Punnalai Public Works Department Road; and west, by water channel	Village Headman's Division of Pallai-Veemankamam, D. R. O's Division of Valikamam North
G ..	Valavudai	About 261 lachchams	North, by the southern limits of Pallai-Veemankamam village and Cement Factory premises; east, by lane; south, by Maviddapuram-Keerimalai Public Works Department Road; and west by Cement Factory premises	Village Headman's Division of Maviddapuram, D. R. O's Division of Valikamam North
H ..	Mahvilkaladdy	About 26 lachchams	North, by Cement Factory premises; east by land belonging to K. Viswalingam and others; south, by northern limits of the village of Maviddapuram; and west by Cement Factory premises	Village Headman's Division of Pallai-Veemankamam
I ..	Mallappai, Pullanthaiyiddy, Palukollai, and Karaviyiddy	About 258 lachchams	North, by Cement Factory approach road; east, by Jaffna-KKS Public Works Department road; south, by bye-lane and land belonging to K. Visuvalingam; and west, by Cement Factory premises	Village Headman's Division of Pallai-Veemankamam
J ..	Uravil Puthukkadu and Periyapillai Puthukkadu alias Kanaga Thottam	About 227 lachchams	North, by sea; east, by lane; south, by Point Pedro-Keerimalai road; and west by Cemetery and road leading to cemetery	Village Headman's Division of Kankesanturai
K ..	Punnamputhukkadu and Kantharkadu Methani, Kathirandaverkovilady and Malaiadi Puthukkadu	About 515 lachchams	North, by sea; south, by Point Pedro-Punnalai Public Works Department road; west, by the eastern limits of the Village Headman's Division of Keerimalai; and east by water channel and Block E	Village Headman's Division of Tellipillai South West and Village Headman's Division of Maviddapuram

Block No.	Name of land	Extent	Boundaries	Situation
L 1 ..	Valavudai	About 93 lachchams	North, by the village limits of Palai-Veemankamam; east, by Jaffna-KKS road; south by Maviddapuram Keerimalai road; and west by Block G (Village Headman's Division of Maviddapuram)	Village Headman's Division of Maviddapuram
L 2 ..	Palukollai, Karaveddy, Ampalangoda, Sankollai Valavadi and Malamandalappay	About 214 lachchams	North, by Block I; east, by Jaffna-KKS road; south, by the village limits of Maviddapuram; and west, by Blocks G and H	Village Headman's Division of Palai Veemankamam
M ..	Land belonging to V. Kandiah Nadarajah, Nagamma and Kandiah Rajeswari	About 10 lachchams	North, by KKS-Keerimalai Road; south, by Kankesan Cement Works; east, by Kankesan Cement Works; and west by Civil Hospital Quarters premises	Village Headmen's Division of Pallai in the D. R. O's district of Valikamam North

L. D.—B. 207/41.

**THE WAGES BOARDS ORDINANCE, No. 27 OF 1941****Notification under Section 6 (2)**

IN accordance with the provisions of section 6 (2) of the Wages Boards Ordinance, No. 27 of 1941, it is hereby notified that the Order set out in the Schedule hereto has been made by me under section 6 (1) of that Ordinance, as amended by Ordinance No. 40 of 1943. The Order shall come into force on the first day of August, 1960.

B. H. ALUWIHARE,  
Minister of Labour, Industries and Fisheries.  
Colombo, 1.7.1960.

**SCHEDULE****ORDER**

The provisions of Part II of the Wages Boards Ordinance, No. 27 of 1941, shall apply to the following trade:—

The Coir Mattress and Bristle Fibre Export Trade, that is to say—

- (i) the receipt of manufactured coir mattress and bristle fibre at stores;
- (ii) the process of conditioning and packing coir mattress and bristle fibre for export; and
- (iii) the transport of coir mattress and bristle fibre for shipping;

including—

(A) the work of the workers employed in—

- (1) receiving fibre into stores from lorries or carts;
- (2) counting ballots and bundles;
- (3) weighing ballots and bundles;
- (4) sorting fibre;
- (5) stacking ballots and bundles;
- (6) breaking stacks of ballots and bundles;
- (7) unwrapping ballots and bundles;
- (8) picking and teasing fibre;
- (9) bundling loose fibre;
- (10) drying loose fibre;
- (11) removing ballots and bundles from one part of the stores to another;
- (12) hackling (that is to say, dressing for export) by hand and tying bristle fibre into hanks);
- (13) hackling (that is to say, dressing for export) by hand without tying into hanks in preparation for dyeing;
- (14) hackling (that is to say, dressing for export) by hand and tying into hanks dyed bristle fibre;
- (15) trimming of cut bristle fibre hanks;
- (16) cutting bristle fibre ties;
- (17) throwing fibre from ground level to press platform (if elevated);
- (18) feeding fibre into teasing machines;
- (19) balloting fibre in balloting boxes;
- (20) twisting coir rope from coir yarn;
- (21) bleaching fibre with sulphur;
- (22) dyeing fibre;
- (23) cutting bristle fibre hanks into specified lengths;
- (24) packing baling boxes with or without mechanical trampers;
- (25) controlling and operating the baling press;
- (26) strapping the bale with hoop iron or rope;
- (27) stacking, unstacking, carrying, moving, loading and unloading bales;
- (28) twisting and curling fibre;

- (29) removing ballots and bundles to baling press;
- (30) passing fibre to press packers;
- (31) operating winches for moving press boxes;
- (32) sawing and splitting bamboos;
- (33) cutting hoop iron;
- (34) stretching coir rope;
- (35) receiving, counting, weighing, stacking, removing, cutting and preparing sundry materials used in packing and processing fibre;
- (36) sweeping and cleaning press, platform, pit and surroundings;
- (37) covering bales with jute hessian and stitching;
- (38) wrapping ballots with paper or jute hessian;
- (39) marking packages for shipment;
- (40) removing packages for shipment;
- (41) preparing and distributing meals and tea;
- (42) the work of a kangany;
- (43) issuing oil for hackling;
- (44) sweeping of stores and drains;
- (45) removing coir dust and rubbish for disposal;
- (46) sifting coir dust;
- (47) bagging coir dust and rubbish; and

(B) any other operation connected with or incidental to the work specified in paragraph (A), but excluding the work of the following workers:—

- (1) clerks, storekeepers, timekeepers, checkers, overseers, watchers;
- (2) workers in the Motor Transport Trade, specified in the Order published in *Gazette* No. 9,481 of November 2, 1945;
- (3) workers in the Building Trade, specified in the Order published in *Gazette* No. 10,054 of December 16, 1949, as subsequently amended; and
- (4) workers in the Engineering Trade, specified in the Order published in *Gazette* No. 9,224 of January 7, 1944, as subsequently amended.

**THE WAGES BOARDS ORDINANCE**

IT is hereby notified under regulation 26 of the Wages Boards Regulations, 1943, that under section 9 of the Wages Boards Ordinance, No. 27 of 1941, as amended by the Wages Boards (Amendment) Ordinance, No. 40 of 1943, and the Wages Boards (Amendment) Act, No. 5 of 1963, the Honourable Minister of Labour, Industries and Fisheries has been pleased to make the following appointments:—

- (i) Mrs. Sylvia Fernando to be a nominated member on the Wages Board for the Cinnamon Trade in place of Mr. D. Welaratne who has resigned.
- (ii) Mr. K. G. C. Abeyasuriya to be a member representing the employers on the Wages Board for the Cinnamon Trade, in place of Mr. H. D. Abaygoonewardene, who is deemed to have resigned his membership of the Board, in terms of section 12 (2) of the above Ordinance.
- (iii) Mr. H. C. Wediwardene to be a member representing the workers on the Wages Board for the Cinnamon Trade in place of Dr. W. D. de Silva who is deemed to have resigned his membership of the Board, in terms of section 12 (2) of the above Ordinance.

C. B. KUMARASINHA,  
Acting Permanent Secretary,  
Ministry of Labour, Industries and Fisheries.  
Colombo, 1.7.1960.

**THE WAGES BOARDS ORDINANCE**

No. T. 7/588.

IT is hereby notified under regulation 26 of the Wages Boards Regulations, 1943, that under section 9 of the Wages Boards Ordinance, No. 27 of 1941, the Honourable Minister of Labour, Industries and Fisheries has been pleased to appoint the following persons to be members of the Wages Board for the Beedi Manufacturing Trade for a period of 3 years commencing on 13th December, 1959.

C. B. KUMARASINHA,  
Acting Permanent Secretary,  
Ministry of Labour, Industries and Fisheries.  
Colombo, 1.7.1960.

*Nominated Members*

1. Mr. S. A. Wijayatilake.
2. Mr. S. B. Yatawara.
3. Mrs. Sylvia Fernando.

*Representatives of Employers*

1. Mr. T. Neethirajah.
2. Mr. M. H. Piyasena.
3. Mr. Sarath P. Karunanayake.
4. Mr. E. D. Sediris.
5. Mr. N. Sakalasuriya.
6. Mr. M. P. Simon.

*Representatives of Workers*

1. Mr. N. Shanmugathan.
2. Mr. Cecil de Silva.
3. Mr. K. M. Anver Sha.
4. Mr. S. P. Anthony.
5. Mr. M. B. Wickremasinghe.
6. Mr. H. A. Jayatunge.

No. T. 7/615.

**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 Workers' Congress and Mr. M. Julius Gunatilaka, Government Transporting Contractor, "Gunasewana", Dehiowita, which was referred by Order dated November 11, 1959, made under section 4 (2) of the Industrial Disputes Act, No. 43 of 1950, and published in *Ceylon Government Gazette* No. 11,959 dated November 20, 1959, for settlement by an Industrial Court, is hereby published in terms of section 25 (1) of the said Act.

C. CARTHIGESAN,  
Deputy Commissioner of Labour.

Department of Labour,  
Colombo, 27th June, 1960.

**Industrial Court at Colombo**

No. I. D. 248

In the matter of an industrial dispute

between

The Ceylon Workers' Congress, 84/4,  
Lauries Road, Colombo 4,

and

Mr. M. Julius Gunatilaka, Government Transporting  
Contractor, "Gunasewana", Dehiowita.

**THE AWARD**

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

2. It relates to a dispute between the Ceylon Workers' Congress of 84/4, Lauries Road, Colombo 4, and Mr. M. Julius Gunatilaké, Government Contractor, "Gunasewana", Dehiowita.

3. The Honourable the Minister of Labour by his Order dated 11th November, 1959, made under section 4 (2) of the said Act, referred the dispute to this Court for settlement.

4. The Commissioner of Labour by his statement dated 16th November, 1959, stated that the matter in dispute between the parties is what relief, if any, should be granted to the following eight workers:—Aron Silva, H. A. Guneris Singho, T. Salma, D. Suvanda, I. D. Pediris, W. D. Sethuwa, T. Rankira and Junaid Nana.

5. The matter was taken up for inquiry on 23rd June, 1960. The respondent appeared in person and Mr. M. P. Sunderam appeared for The Ceylon Workers' Congress.

At the commencement of the inquiry the respondent agreed to pay immediately a sum of Rs. 250 to the Union to be distributed among the eight workers mentioned above.

I consider this settlement just and equitable, and make my award accordingly.

H. S. ROBERTS.

Colombo, 24th June, 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 Kalutara District Arrack Distilleries' Clerks and Workers Union, "Bethsaida", Paiyagala, and Kalutara Co-operative Distilleries Society Limited, Paiyagala, which was referred by Order dated April 22, 1959, made under section 4 (2) of the Industrial Disputes Act, No. 43 of 1950, and published in *Ceylon Government Gazette* No. 11,734 dated April 30, 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, 29th June, 1960.

**Industrial Court at Colombo**

No. I. D. 177

In the matter of an industrial dispute

between

Kalutara District Arrack Distilleries' Clerks and Workers  
Union, "Bethsaida", Paiyagala

and

Kalutara Co-operative Distilleries Society Limited, Paiyagala

**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, Nos. 25 of 1956, 14 of 1957 and 62 of 1957. It relates to an industrial dispute between the Kalutara District Arrack Distilleries' Clerks and Workers Union, "Bethsaida", Paiyagala (hereinafter referred to as "the Union"), and the Kalutara Co-operative Distilleries Society Limited, Paiyagala (hereinafter referred to as "the Society").

2. The Hon. the Minister of Labour, Housing and Social Services by his Order made under section 4 (2) of the aforesaid Act dated April 22, 1959, referred the dispute between the above-named parties to this Court for settlement. According to the statement of the Acting Deputy Commissioner of Labour dated April 13, 1959, which accompanied the Minister's order, the matter in dispute between the Union and the Society is—

the non-employment of S. D. Pemadasa, H. D. Piyasena, D. Jonson Gunaratne, M. Henry Silva, S. D. Joseph, G. H. Jothiratne, A. Justin Silva, M. D. Peiris, L. Joseph Silva, L. A. Mithrasena, K. D. Sarnelis Appuhamy, K. Siripala Silva, P. Alfred Cooray, A. Luwis Silva and N. Richard Silva.

3. Mr. Advocate W. K. Wijemanne instructed by Mr. Kurukulasuriya appeared for the Union and Mr. Advocate T. P. P. Goonetilleke instructed by Messrs. Gunasekera and Perera appeared for the Society. The inquiry commenced on July 21, 1959, and was continued on various dates suitable to the Court and to the parties and was concluded on April 22, 1960.

4. To appreciate how the dispute arose it should be noted that it is the established practice in every arrack distillery to limit distillation to a period of eight months in the year, the remaining four months being regarded as a recess period during which opportunity is taken to carry out repairs, to re-condition machinery and to effect general maintenance work with regard to the buildings, etc. The recess period is generally from January 1 to April 30, but, for some reason not sufficiently explained, in the year 1959 the Society commenced its recess period on February 1. The Society served 15 employees, who are applicants in the present dispute, with a month's notice on January 1, to take effect on February 1. A dispute arose as to whether these notices of discontinuance were in order, whereupon the Union invited the Labour Department to intervene so as to bring about a settlement, but up to the date of the operation of the notices the Society did not find it convenient to attend any conference arranged by the Labour Department, or to participate officially in any discussion on the subject. The upshot of this situation was that these employees staged a satyagraha, sitting outside the distillery and voluntarily abstaining from food. Nothing in the evidence points to any act of violence, the offer of threats or disorderly behaviour on the part of the demonstrators. But the Society, in anticipation of any possible trouble, had the gate passes of these employees cancelled by the Superintendent of Excise so as to prevent them from entering the distillery. The only cause for alarm appears to have been a news item in the "Lankadipa", forecasting a possible strike in the distillery; but responsibility for this news item cannot, in the absence of proof, be fixed on the employees, who are members of the Union. The dispute concerning the issue of notices remained unsettled up to the time of the new year of distillation which commenced

on April 20, 1959, when new employees were taken on, after advertisement, to replace the 15 employees whose gate passes were not renewed.

5. The position of the Union is—

- (a) that during the recess period there was enough work to absorb the services of all employees and that they were fully competent to carry out almost all the work in connection with the repairs and maintenance;
- (b) that that was the first time that written notices were served on the employees;
- (c) that at least ten of them were in receipt of monthly salaries and on that account were more permanent than the others;
- (d) that in any case the interruption of normal work during the recess period could not affect the continuity of service of all workers, whether they were monthly rated or daily paid;
- (e) that the notices were issued with the intention of victimising the workers and of replacing them by new recruits in whom the Society's Committee were personally interested.

6. With regard to the recess period, all the evidence goes to show that there is no possibility of giving full employment to the employees even if they were competent to assist in repair and maintenance work. Although some of the repairs to machinery can only be handled by specialists who have to be engaged from outside, the bulk of the work can, however, be undertaken by the ordinary employees. The evidence of Mr. A. U. Jayawickrema, Superintendent of Excise, State Distillery, Seeduwa, and of Mr. W. S. Soysa, Excise Inspector, go to show that at most not more than half the staff can be fully employed during a recess period, except where a distillery is engaged in a subsidiary production, such as that of gin. I, therefore, arrive at the conclusion that it is possible to give employment to all members of the Society's staff for about half the time during a recess period, provided they were willing to assist in repair and maintenance work, even though some of the work would certainly have to be done under expert supervision.

7. With regard to the notices of discontinuance, the position of the Society is that these were invariably and consistently given year by year. The evidence of Gate-Muhandiram A. de S. Jayasinghe (till recently President of the Society) and of Mr. Pandidurai (Acting Administrative Secretary) supported this contention. Of the Union's witnesses, Premadasa contradicted it, while Seneviratne admitted that notices were given from time to time, though not consistently. He stated categorically that notices were not issued in the recess period of 1958. The Society made an unsuccessful attempt to prove that the issue of notices was a matter of general practice in all distilleries. In support of the main contention regarding its own issue of notices, the Society was unable to produce copies of written notices issued in previous years or other documentary evidence, such as minutes of the Society and relevant correspondence. The question, therefore, whether written notices were invariably and consistently issued year after year by the Society must be regarded as unproven. What can be accepted as a fact is that notices of discontinuance were sometimes issued, but not as a rule in the form of written notices as it was done in the recess period of 1959.

8. The important question is what was the intention and purpose of issuing notices of discontinuance at the beginning of the recess period, if that was the general practice; and what was the intention and purpose of the written notices issued by the Society in the recess period of 1959. There are at least three possible interpretations:—

- (a) That the issue of notices was a mere formality, meant to indicate that workers could not claim full employment during the recess period.
- (b) That it was a method of safeguarding a distillery against financial loss, should the Government fail to renew its arrack contract in the next year of distillation.
- (c) That it was meant to convey to the workers that the recess period interposed a discontinuity in their service and that these were at all times only temporary employees and were on a par with new applicants in respect of re-employment in a new year of distillation.

It was revealed in evidence that in the same year, 1959, there were disputes regarding the issue of notices at recess time in three other distilleries, including one in which there was no subsidiary production either of gin or of vinegar. These disputes were investigated by Labour Officers, and according to Mr. D. A. P. Weerasinghe, Labour Officer, Kalutara, in every case the basic settlement was that the men would continue to work on a part-time basis, while notices were regarded merely as technical notices. All the workers were guaranteed re-employment on the resumption of distillation. The general intention of notices is clear. Whether formal notices were regularly issued or not, there was a tacit understanding that distilleries were not in a position either to give full employment or to pay full salaries during the recess period, but that employees would be required

to work on a casual basis, provided they were prepared to undertake any work in the interest of repair and maintenance, and they understood that they would not necessarily have to be engaged in the work of distillation during that period. Did a similar intention underlie the notices issued by the Society in the recess period of 1959? This matter could have been readily ascertained if the Society had been as co-operative as the other distilleries and allowed the Department of Labour to examine the situation when the dispute first arose. Since that time matters have become complicated by reason of the satyagraha and the cancellation of gate-passes. Throughout the present inquiry the witnesses who gave evidence on behalf of the Society showed some reluctance to disclose the true mind of the Society in issuing the notices of 1959. When the Society was pressed to state why notices of discontinuance were necessary, it claimed that it was a precautionary measure against the possibility of its not being given a government contract for the new distillation year. This appears to be only a remote theoretical possibility. The demand for arrack always exceeds the supply. The Society further claimed that the amount of arrack contracted for may vary from one year to another, and the loss incurred by a reduction in the contract could only be met by retrenchment of staff. In examining the history of the case of government contracts with the Society, it was discovered that in 1957 the government contract was for 90,000 gallons, in 1958 for 105,000 gallons and in 1959 for 120,000 gallons, so that year by year there has been a stepping up of the demand for arrack; besides, the evidence of the officers of the Excise Department goes to show that while there might be a variation in the amount required to be supplied, the variation would not generally be to the disadvantage of the supplier, and the amount of variability (when the demand fell) would not be very great from one year to another. A further point to consider is the fact that the Society was in debt to the Government. The amount of the original loan was Rs. 650,000, but within a period of seven years (up to 1958) a sum of Rs. 400,000 had been repaid, leaving a balance of some Rs. 265,000 still outstanding. In view of this fact it seems quite unlikely that under normal circumstances the Government would deliberately refrain from renewing its arrack contract till, at least, the loan was fully repaid. It is difficult to think that practical business men who form the core of the Society's membership would be so disturbed as to issue notices as a precautionary measure through some anticipatory fear not sufficiently rooted in reality. Phobias of this kind, if they reach epidemic level, will spell disaster for happy labour relations in all business enterprises in this country. I, therefore, reject this view of the notices of 1959.

Throughout the present inquiry the Society has attempted to make out that it was the general practice to regard the recess period as interposing a discontinuity in service, and that the employees, who are a party to the present dispute, were casual or temporary workers, who were on a par with new applicants in respect of employment in a new year of distillation. If that were the case, it would be grossly unfair by the workers. But it would be difficult to establish that a discontinuity of that kind was a matter of general practice in all distilleries for the following reasons:—

- (1) When gate-passes are issued by the Department of Excise at the request of the employer, they are taken out not for eight months of distillation but for a period of twelve months, to cover the period of recess as well.
- (2) When a new year of distillation commences, it is the general practice to give full employment to members of the staff without requiring written formal applications.
- (3) When the Department of Labour inquired into disputes regarding notices in other distilleries, the basic agreement was that the regular staff would be guaranteed full employment on the resumption of distillation.

All this goes to show that the recess period does not necessarily and normally interpose a discontinuity in the service of employees. However that be, it is quite clear that the intention of the notices issued by the Society in 1959 was to convey to its employees that the recess period did interpose such a discontinuity. It was, therefore, well within the rights of these employees to ask for a clarification. The evasive tactics employed by the Society to obstruct such a clarification at an earlier stage in this dispute and its refusal to confirm and ratify the agreement entered into by its own Secretary on February 3rd 1959, viz., that all employees who had been retrenched would be re-employed on the resumption of distillation (that refusal being based on purely technical grounds) prejudice the case for the Society. At my inquiry the Society made every effort to justify the issue of notices. A letter was produced signed by K. Siripala Silva, a clerk of the Society, dated May 5, 1958, in which he accepted terms and conditions of service which went on to stipulate that while he was rated as a monthly-paid employee he was appointed on a temporary basis and could be discontinued without notice. The Society proceeded to argue that this was a type of letter issued to its employees and that no man, whether he was daily rated or monthly rated, could claim that he was anything more than a casual employee. It should be noted that Siripala Silva was not produced as a witness and there was no opportunity given for examining the circumstances under which this letter came to be written, and the argument that this letter covered other cases of employment under the Society cannot be entertained, as an extension of that kind

cannot be inferred but must be established by producing other letters of acceptance similar to that relating to Siripala Silva. So that the Society has produced no evidence to show that the employees were nothing more than temporary or casual employees.

9. All the evidence before me goes to show that the employees made every effort to settle the matter in dispute between the two parties in a constitutional manner. As early as January 1, 1959, they represented matters to the Labour Department at Kalutara. On that occasion the Labour Officer, Mr. P. D. A. Weerasinghe, fixed an inquiry for January 15, 1957, but the Society used every possible method to interpose a delay and to evade a discussion of the issues. On January 7, 1959, it asked for details regarding the matter for inquiry, and at the inquiry itself which was held on January 15 at the distillery, Mr. Pandidurai, the Manager who was the official representative of the Society, took up the position that he had been instructed that it was the practice to issue notices for the last 10 years and no guarantee could be given that the employees who were affected by it would be re-employed. Later, although the Secretary of the Society, Mr. Kumbalatara, informed the Labour Officer that the demands of the employees would be considered at a committee on February 1, 1959, at the informal conference subsequently held on February 3, 1959, he stated that he was not prepared to discuss the matter as he had no mandate from the committee. According to the minutes of this conference, marked P.1, although Mr. Kumbalatara held the view that the appointments were always temporary, after some discussion he agreed in principle that all those who had been retrenched should be re-employed after the recess period except those whom the distillery had valid grounds for not re-employing. He further added that a list of such persons and the reasons for their not being re-employed would be made available to the Assistant Commissioner of Labour, Kalutara, for investigation, and the parties agreed to accept this suggestion. Subsequently, on February 15, by letter marked R.1, the President of the Society informed the Assistant Commissioner of Labour that Mr. Kumbalatara's presence at the conference was unauthorised and that the Society was not prepared to abide by any of the decisions arrived at at this conference. This was the opportunity for the Society either to confirm the agreement reached with its own Secretary or to offer the Assistant Commissioner of Labour a new set of terms of agreement, or suggestions which might be the subject of a further conference. The fact that the Society did not take advantage of this is further evidence of the evasive tactics adopted by the Society. In my view the Union has acted constitutionally and the satyagraha was itself conducted in a dignified manner and no threats of violence were offered and if the Society says that it sensed the danger of sabotage, it is exaggerating the situation on purpose, or suffering from a strange delusion. If the reasons for discontinuance were other than the intervention of a recess period, as was suggested by Mr. Kumbalatara, in particular cases, the Society has at no time disclosed what those circumstances were—not even in this Court. There is no need to make the recess period an occasion for offering a threat of discontinuance. There is now sufficient data on which the parties can base a settlement on their relations during this period. There is no need to set about effecting retrenchment until a situation had developed which demanded it. And then, there is standard procedure for dealing with such a contingency. It is a vicious principle to regard the recess period as interposing a discontinuity of service. If workers must go on part-time work during this period, it is the obvious duty of the Society to notify them of the date of resumption and invite them to attend. Independent action should be taken on unsatisfactory workers. It seems to me very unsatisfactory to expose experienced workers year after year to uncertainty regarding their employment. Without security of tenure no man can afford to set about building a permanent home, and few can cultivate habits of responsibility, efficiency and contentment, which are so necessary not only for personal development, but for the smooth working of any industrial undertaking. I hold that the notices of discontinuance issued in 1959 were bad in intention, the evasive tactics of the Society deplorable, and the non-employment of the present applicants unjustifiable. Consequently, the workers are entitled both to compensation and to reinstatement.

10. Before I proceed to make an award, certain matters merit special consideration—

(1) Although K. Siripala Silva was technically a temporary employee, and his services could, according to his contract, be terminated without notice if he was found wanting, the notice of discontinuance he received did not specify any circumstance which justified his discontinuance. He, therefore, shall be treated on the same footing as the other applicants for purposes of this award.

(2) Peon, Richard Silva, shall be re-employed not as an ordinary employee but as a peon, as all circumstances point to the fact that he had certain functions to perform which are distinct and different from those of other employees; the change of status in his case is unwarranted and disagreeable to him owing to the kind of social stratification recognized in this country, and it is right that the Court should pay some attention to our national prejudices.

(3) The cooper, L. Joseph Silva, who does not normally receive a notice of discontinuance in the recess period, was discontinued on this occasion, on the ground that in 1959 there was no specialised work for him in the recess period. He shall be entitled to the same privileges as other applicants in respect of this award.

11. In the course of the present inquiry it was brought to my notice that some serious differences of opinion had occurred among the members of the Society which eventually led to the passing of a vote of no confidence on the committee, only a very few being re-elected to serve on the new committee. In view of the internal difficulties the Co-operative Society may have experienced in the past two years and the delays these may have caused in its negotiations, some leniency might be expected of me. I have accordingly given consideration to this factor in making the following award:—

- (1) The non-employment of the fifteen workers mentioned in paragraph 2 of this award is not justified.
- (2) They shall receive in all three months' full pay as compensation for loss of career for the full period (from the date of the operation of the notices to the date of their reinstatement). Workers who receive monthly pay shall receive three months' full salary, and workers who are daily rated shall receive 26 x daily pay for each of the three months, as stipulated above. The Society shall deposit for disposal the full amount due as compensation with the Assistant Commissioner of Labour, Kalutara, within three weeks of the publication of this award in the *Government Gazette*.
- (3) Sub-section (2) above refers to the basic wage only. In addition all workers who are in receipt of allowances shall receive, together with their three months' basic wage a further sum equivalent to one and a half times one month's allowance by way of additional compensation.
- (4) Each of the fifteen workers shall be reinstated in the same employment he had when notice of discontinuance was served on him in 1959. The date of reinstatement shall be the first day of the month following the lapse of a full calendar month immediately after the date of the publication of this award in the *Government Gazette*. The reinstatement shall be conditional on a written application made by the workers jointly or severally in terms of this award to the Secretary, Kalutara Co-operative Distilleries Society Limited, Paiyagala, to reach him on or before 12 noon of the fifteenth day of the month preceding the due date of reinstatement.

J. C. A. COREA.

Colombo, 23rd June, 1960.

No. T. 7/622.

#### THE INDUSTRIAL DISPUTES ACT, No. 43 OF 1950

THE Award transmitted to the Commissioner of Labour by the Arbitrator to whom the industrial dispute which had arisen between the Ceylon General Workers' Union, No. 123, Union Place, Colombo 2, and S. O. Uduma Lebbe and Sons, Majeed Building, Mawanella, was referred under section 4 (1) of the Industrial Disputes Act, No. 43 of 1950, and published in *Ceylon Government Gazette* No. 12,061 dated February 12, 1960, for settlement by arbitration, is hereby published in terms of section 18 (1) of the said Act.

N. L. ABEYWIRA,

Deputy Commissioner of Labour.

Department of Labour,  
Colombo, 29th June, 1960.

In the matter of an industrial dispute  
between

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

and

S. O. Uduma Lebbe and Sons, Majeed Building,  
Mawanella.

#### The Award

This is an award under section 17 of the Industrial Disputes Act, No 43 of 1950 (as amended by Acts Nos. 25 of 1956, 14 of 1957 and 62 of 1967).

It refers to an industrial dispute between the Ceylon General Workers' Union, No. 123, Union Place, Colombo 2, hereinafter referred to as the "Union" and S. O. Uduma Lebbe & Sons, Majeed Building, Mawanella, hereinafter referred to as the "Employers".

The Hon. the Minister of Labour by his order of 1st February, 1960, under section 4 (1) of the Industrial Disputes Act, No. 43 of 1950, has referred the above dispute to me for settlement by arbitration.

According to the statement of the Deputy Commissioner of Labour dated 25th January, 1960, which accompanied the Minister's order the matter in dispute between the "Union" and the "Employers" is "whether the non-employment of A. C. M. Zubair is justified and to what relief he is entitled".

The hearing commenced on 27th April, 1960, with Mr. Advocate Stanley Tillekeratne instructed by Mr. P. A. de Samarasekera appearing for the Union and Mr. Advocate A. Seyed Ahmed instructed by Mr. Mawjood appearing for the Employers.

After Mr. Tillekeratne and Mr. Seyed Ahmed outlined their respective cases, the Court adjourned for the following day.

On the second day of hearing both parties expressed a wish for the settlement of the matter among themselves and the Court agreed to it.

The settlement arrived at by the parties to the dispute is as follows:—

- (1) The management will pay Mr. A. C. M. Zubair a sum of Rupees Seven hundred and fifty as an ex gratia payment. Mr. A. C. M. Zubair will have no claims whatever on any account from the Employer.
- (2) Mr. A. C. M. Zubair withdraws all claims to re-employment or new employment.
- (3) The payment will be made in two instalments of Rs. 350 and Rs. 400 within a period of one and a half months from today, 28.4.60. A cheque for the two amounts of Rs. 350 and Rs. 400 will be deposited with the Commissioner of Labour who will forward same to the Labour Officer, Kegalle, for payment to Mr. A. C. M. Zubair.

I consider this settlement fair and reasonable and I make my award accordingly.

T. P. DE S. MUNASINGHE,  
Arbitrator.

Colombo, 25th June, 1960.

No. T. 7/598.

#### THE INDUSTRIAL DISPUTES ACT, No. 43 OF 1950

THE Award transmitted to the Commissioner of Labour by the Arbitrator to whom the industrial dispute which had arisen between the Ceylon Workers' Congress, 84/4, Lauries Road, Colombo 4, and Swarnapali Services Limited, No. 765/1, Main Street, Kalutara, was referred under section 3 (1) (d) of the Industrial Disputes Act, No. 43 of 1950, as amended by the Industrial Disputes (Amendment) Acts, No. 25 of 1956, No. 14 of 1957, and No. 62 of 1957, for settlement by arbitration, is hereby published in terms of section 18 (1) of the said Act.

N. L. ABEXWIRA,  
Deputy Commissioner of Labour.

Department of Labour,  
Colombo, 29th June, 1960.

In the matter of an industrial dispute  
between

The Ceylon Workers' Congress,  
No. 84/4, Lauries Road, Colombo 4  
and  
Swarnapali Services Limited,  
No. 765/1, Main Street, Kalutara.

#### The Award

This is an award under section 17 of the Industrial Disputes Act, No. 43 of 1950. It relates to an industrial dispute between the Ceylon Workers' Congress of No. 84/4, Lauries Road, Colombo 4 (hereinafter referred to as "the Union") and Swarnapali Services Limited of No. 765/1, Main Street, Kalutara (hereinafter referred to as "the Company").

2. By virtue of the powers vested in him by section 3 (1) (d) of the aforesaid Act, the Deputy Commissioner of Labour, by his Order dated December 14, 1959, referred to me for settlement by arbitration an industrial dispute between the said parties. The matter in dispute between the parties, as set out in his statement of the same date, is the demand by the said Union for the payment of a gratuity to Mr. M. Arumugam, a driver.

3. Mr. Advocate S. P. Amerasingham with Mr. Advocate Mahaendran instructed by Mr. M. P. Sundaram, appeared for the Union, and Mr. C. E. Senaratne appeared for the Company.

4. The inquiry was held on two dates—16th May and 16th June, 1960.

5. It would appear that Arumugam started work as a lorry driver in a company called Swarnapali Services about 22 years ago. It was not a limited company at the time. From 1939 to 1947 Swarnapali Services dealt with motor buses and lorries; from 1947, with lorries only. In 1952 the owner of Swarnapali Services sold the company as a going concern to a new company—Swarnapali Services Limited, and Arumugam claims to have continued to work right up to 1958 as a lorry driver counting in all about 22 years of service. It was contended on his behalf that when the limited company was formed in 1952, there was in fact no break in his employment and that for the purpose of calculating the gratuity claimed, both periods of employment—1939 to 1952 under Swarnapali Services, and 1952 to 1958 under Swarnapali Services Limited—should be taken into account. In support of this contention, the Union relies on a writing marked P.1 dated 18.3.1957, where the Secretary of Swarnapali Services Ltd. states that Arumugam "has been working uninterruptedly with us since then" meaning thereby, since 1939. The Company's explanation is that not much importance should be attached to what is stated in that writing, since it was issued without much thought or heed and also because the Secretary of Swarnapali Services, Ltd. had no authority to speak in respect of any period of employment prior to 1952.

6. The Company maintains that Arumugam was involved in two serious accidents—one in 1953 and the other in 1958. The first accident took place at Ballana whilst the lorry was transporting tiles for a Buddhist priest. The latter was travelling in the lorry at the time, and later died as a result of the injuries sustained. Arumugam himself was injured and was in hospital for quite some time. The Union states that the lorry went off the road as a result of some defect in the steering lock, and in the circumstances no blame could be attributed to the driver who, according to the evidence, was looked after by the Company and was also paid his usual wages during the period of illness. The Company's position is that they knew that the accident was due to the driver's negligence, that there was nothing wrong with the steering lock. He was, however, treated in the manner stated by the Union purely out of sympathy.

The second accident took place at Latpandura in 1958 on an estate road when the lorry had gone there to collect firewood from some estate for sale in Colombo. This appears to be the usual custom. When the Company gets an order for the transport of goods from Colombo to Kalutara District, it is the common practice for the lorry, rather than go empty on the trip to Colombo, to take with it, at least firewood for sale in Colombo. This is done merely to cover the expenses of the trip to Colombo. The lorries are permitted to collect the necessary firewood within a radius of 5 to 10 miles from Kalutara, but there does not appear to be a hard and fast rule. The particular lorry driven by Arumugam was stationed at Matugama with the consent and approval of the Company. That would be about 15 miles from Kalutara. So that, according to the Company, the five-to-ten-mile rule would not in any way permit the lorry to proceed from Matugama to Latpandura, a distance of 9 miles, since that would involve a distance of 24 miles from Kalutara. The Company admits that there were no written instructions given to the drivers and Arumugam who was tacitly permitted to leave the lorry at Matugama was not specifically told that the rule authorizing a lorry to cover a range of 5-10 miles in search of firewood would not apply to him or to his lorry. In the circumstances it would be difficult for the Company to maintain that the second accident took place at a time when Arumugam had proceeded to Latpandura on his own, without the authority or sanction of the Company. Even this business of buying and selling firewood was conducted in a very lax and loose manner. It would appear that no proper accounts were submitted and the Company would not insist on finding out how much was paid for the firewood and how much was realized by its sale. They would be content to receive Rs. 30 or Rs. 35 merely to cover the expenses of the trip from Kalutara to Colombo.

7. The evidence makes it clear that on neither of the two occasions—1953 or 1958—Arumugam was prosecuted for any offence in connection with the accidents, though in the earlier one a life was lost, and there was no proper inquiry held by the Company, though he appears to have been told that it was all due to his negligence. The Company is said to have suffered a loss of Rs. 20,000 as a result of these two accidents. Even though no definite negligence could be established against Arumugam, after the second accident in 1958, which reduced the lorry to a total wreck, his regular employment was stopped, but he was given work on a casual basis whenever there was work available. This arrangement went on for a short time till on one of his trips he fell ill with a heart attack and kept away from work altogether.

8. I have set out at some length the circumstances relating to the two accidents and what happened thereafter. The question now arises as to whether the Union could sustain its demand for a gratuity in respect of the entire period of Arumugam's employment totalling something like 22 years. To my mind gratuity worked out on the number of years of service is essentially an ex-gratia payment given to an employee on his retirement in respect of the faithful and valuable services rendered to the employer during his period of employment. I



do not see how Arumugam could claim as of right the payment of a gratuity in the circumstances of this case where in view of the heavy loss sustained by the Company as a result of the two accidents his services could hardly be described as valuable.

Arumugam is said to have been in receipt of Rs. 150 a month as salary at the time he ceased to work for the Company. Everything considered, particularly in view of there being nothing to show that the two accidents were due to his negligence or recklessness, I think it would be just and equitable that Arumugam be paid two months' wages at the rate of Rs. 150 a month by way of compensation.

9. I make award accordingly and direct the Company to deposit with the Assistant Commissioner of Labour, Kalutara, (for payment to Mr. M. Arumugam) a sum of Rupees three hundred only (Rs. 300) within fourteen days of the publication of this award in the *Gazette*.

D. E. WIJewardane,  
Arbitrator.

Dated at Colombo this 24th day of June, 1960.

No. C/I. 19.

✓ THE INDUSTRIAL DISPUTES ACT, No. 43 OF 1950

THE decision in respect of a question as to the interpretation of the Award of the Industrial Court in the industrial dispute between (a) the Eksath Engineru Saha Samanya Kamkaru Samithiya, (b) the United Engineering Workers' Union, and (c) the All Ceylon Commercial and Industrial Workers' Union, on the one part and Messrs. Walker Sons & Company, Limited, on the other part, published in the *Ceylon Government Gazette Extraordinary* No. 10,993 of November 8, 1956, transmitted to the Commissioner of Labour by the President of the Industrial Court is hereby published in terms of section 34 (2) of the said Act.

N. L. ABAYWIRA,  
Deputy Commissioner of Labour.

Department of Labour,  
Colombo, July 2, 1960.

Industrial Court at Colombo

No. I. D. 7B

In the matter of the interpretation of the award made under section 24 of the Industrial Disputes Act, No. 43 of 1950, on November 6, 1956, by an Industrial Court in respect of an industrial dispute between—

- (a) the Eksath Engineru Saha Samanya Kamkaru Samithiya,
- (b) the United Engineering Workers' Union, and
- (c) the All Ceylon Commercial and Industrial Workers' Union, on the one part

And

Messrs. Walker, Sons & Company Limited, on the other part

(I. D. No. 7 of 1956)

and published under section 25 (1) of the said Act in *Ceylon Government Gazette* No. 10,993 of November 8, 1956.

By his Order dated April 16, 1959, the Honourable the Minister of Labour, Housing and Social Services, constituted this Industrial Court for the purpose of deciding the question contained in the reference made by the All Ceylon Commercial and Industrial Workers' Union by its letter dated April 2, 1959, addressed to the Registrar of this Court, a copy of which was forwarded to us. Our decision is required on what the interpretation is of:

"A workman shall continue to receive wages he was drawing on November 1, 1956. At the next incremental date, namely January 1, 1957, he shall receive wages at the rate prescribed for the next higher stage according to the new scale" — (Note II to Schedule D of the award referred to above).

2. The above award of this Court, among other things, laid down a wage scale with regular increments for stated periods in regard to all categories of workers employed by Messrs. Walker, Sons and Company, Limited.

3. When this inquiry was taken up, the Employers' Federation of Ceylon, appearing through counsel, made an application to us under Regulation 27 of the Industrial Disputes Regulations, 1958, for it and eleven engineering firms to be added as parties to the inquiry in order that they may all be bound by any order that we make relating to the question of the interpretation by us. By our Order of October 12, 1959, we allowed the application and they have all agreed to be bound by the terms and conditions as to wages and the other conditions of service as laid down in the above award and also with regard to any decision that might be made by this Court with regard to the interpretation of the note in question. Accordingly, our decision on the matter before

us now will apply to and bind the four principal parties to the dispute in I. D. No. 7 of 1956 (mentioned above) and the following:—

1. The Employers' Federation of Ceylon.
2. Messrs. Bonars (Ceylon) Limited.
3. Messrs. Brown and Company Limited.
4. Messrs. Colombo Commercial Company Limited.
5. Messrs. Collettes Limited.
6. Messrs. Colonial Motors Limited.
7. Messrs. Davidson and Company Limited.
8. Messrs. Harrison Lister Engineering Limited.
9. Messrs. Hoares (Ceylon) Limited.
10. Messrs. Hunter & Company Limited.
11. Messrs. Rowlands Limited.
12. Messrs. Walker and Greig Limited.

4. As the question of the interpretation of this note is the only matter that is now left for our determination, it would be useful to note the sequence of some of the applications that had been previously made in relation to the above award.

(a) The All Ceylon Commercial and Industrial Workers' Union, which is the only union which has made the application for an interpretation of the note in question had, according to a statement made by Mr. G. P. Perera who represented the union, made an application on 9.3.57, to the Permanent Secretary to the Ministry of Labour. This application was apparently for the modification or re-consideration of the original award in terms of section 27 of the Act. That application had not been entertained, it not being in compliance with the provisions of section 27 (a).

(b) The Secretary of the Employers' Federation of Ceylon made an application in terms of section 27 of the Act for the modification of the award made in I. D. 48 which relates to an industrial dispute between the Central Council of Trade Unions and the Employers' Federation of Ceylon. That application was made for the purpose of obtaining modification of the award in terms of collective agreement No. 1 of 1959, and published in *Ceylon Government Gazette* No. 11,752 of May 29, 1959. By this agreement entered into between the Employers' Federation of Ceylon and the Tea, Rubber, Coconut and General Produce Workers' Union and the United Engineering Workers' Union certain alterations in the wages prescribed by the above award were agreed to and agreement was also reached with regard to other conditions of service. Provision was also made for the modification of the cost of living and special allowance paid to the workers to be according to those paid by the Government to its workers. On this application an award was made on July 21, 1959, whereby modifications were made of the terms embodied in the earlier awards in I. D. 48, 49 and 50.

(c) A similar application was made by the United Engineering Workers' Union for the modification of the award made in I. D. 7 to bring it into line with the collective agreement entered into between this union and the Employers' Federation of Ceylon. Notice of this application was given to the other unions interested and all the unions were heard. On May 30, 1959, in view of the Collective Agreement which was binding on the parties to it, Mr. Sanmugathan who represented the United Engineering Workers' Union moved to withdraw his application.

(d) Meanwhile, the All Ceylon Commercial and Industrial Workers' Union entered into a collective agreement, being collective agreement No. 4 of 1959, dated May 6, 1959, and published in *Ceylon Gazette* No. 11,763 of June 5, 1959, entered into between the said union and the Employers' Federation of Ceylon with regard to a consolidated wage for the various categories of workers. Provision was, however, made in the collective agreement by clause 5 of that agreement whereby it was agreed that upon an interpretation of the matter by an Industrial Court on the subject in dispute wages would be varied if the Court upholds the union's contention. A consolidated wage having been agreed upon, which was to include the basic wage and the dearness allowance, from the worker's point of view what matters is the total "take-home pay" which will not be affected by any fluctuations in the cost of living allowance.

DECISION

5. The only matter which remains for our consideration is the correct interpretation of the note in Schedule I) of I. D. 7 which has been referred to us and is being dealt with in the proceedings in I. D. 7B. The only question relating to the interpretation of the award is the question relating to the meaning to be placed on note II in Schedule D attached to the award. The note is in the following terms:—

"A workman shall continue to receive wages he was drawing on November 1, 1956. At the next incremental date, namely January 1, 1957, he shall receive wages at the rate prescribed for the next higher stage according to the new scale."

6. So far as we can see the language employed is not in any sense ambiguous, but it seems to cannot one clear meaning. The expression "At the rate prescribed for the next higher stage according to the new scale" in relation to the further provision in the note whereby a workman's wage and his stage as at 1st November, were fixed with reference to the wage which he was actually drawing on 1st November, 1956, can only mean the next proximate higher step according to the new scale. There being no ambiguity and the language of the note in this award not being capable of any other meaning, no difficulty arises with regard to the interpretation of this note.

7. Learned counsel who appeared for the All Ceylon Commercial and Industrial Workers' Union endeavoured to place before us what appeared to him to be cases of hardship. In view of the system which prevailed in the firm before this award, several persons were not given regular increments and though a few people were selected for such increments, some were left out. His demand, therefore, was tantamount to a demand that the cases of all such persons who were left out of consideration for the grant of an annual increment should be reviewed by us and that they should be placed on a proper stage in the new scale according to the length of their service. In this connection it may be noted that in the course of the proceedings in I. D. 7 this union placed before it the names of 66 persons who had not received their increments. We were ourselves anxious, quite apart from any question of interpretation, to see if any hardship caused to these 66 persons could not be remedied by negotiation between the employer and employees. In consequence, a list showing the names of 63 persons (marked R. 6) was produced. Upon an examination of this document we find that in 1956 all these persons were granted increments except three whose increments were refused for reasons stated in documents R. 6 A, B and C. They were, however, granted increments on the 1st of January, 1957. There is thus no cause for complaint.

8. We find upon a careful perusal of the award that with regard to the question of the annual increments the Court gave its mind to the question and made provision for the grant of such increments in all cases except where, for good cause communicated to the workmen, the refusal of that increment was decided upon. In doing so the Court was really laying down a procedure for the future and did not take upon itself a review of the past. In laying down a scheme relating to a new wage scale with annual increments which was all that this union itself demanded, the Court granted the demand and provided a new scale.

9. It is a well known canon relating to the interpretation of decrees or awards or statutes that no decree or award or statute can be given retrospective effect unless express provision to that effect is made in the decree, award or statute. What the union in effect is asking for now is really a renewal of its attempt to obtain a modification of the award after the award has been in operation for very nearly the full period of its operation.

10. As stated earlier, we are not concerned here with any question relating to the modification of the award. The only matter before us is the question relating to its interpretation. We are satisfied that upon the clear meaning of the words employed in the award in relation to the matters in dispute before it, the language is clear and unambiguous and is capable of only one meaning. That meaning is as clearly stated in note II in Schedule D that the conversion to the new scale operated as from the date the award came into operation by giving to each workman an increment to the stage next higher than the stage on which he was placed on 1st November, 1956.

We make our decision accordingly.

11. We note from paragraph 73 of the award that the Court directed that the award shall be in operation for a period of three years from November 1, 1956. There is, therefore, no question of giving any retrospective effect to this award or of relating it to any date anterior to that date in terms of section 25 (2) of the Industrial Disputes Act.

12. We are glad to note that the employers and the unions have voluntarily entered into collective agreements whereby scales of wages and other conditions of service applicable to the parties have been set out for stated periods. Settlement of industrial disputes by collective agreements entered into by negotiations between the parties is bound to help in the maintenance of industrial peace and harmony between employers and employees in any industry.

G. CROSSETTE THAMEYAH,  
(President).

D. E. WUWARDANE,  
(Member).

T. P. DE S. MUNASINGHE,  
(Member).

Dated at Colombo this 28th day of June, 1960.

## THE MOTOR TRANSPORT ACT, No. 48 OF 1957

### Notice under Section 44

BY virtue of the powers vested in me by section 44 of the Motor Transport Act, No. 48 of 1957, I, Vere Eustace Henry de Mel, Chairman of the Ceylon Transport Board, do by this notice direct every person who, immediately before the date on which any property specified in the schedule hereto was vested in the Ceylon Transport Board, was interested in such property to make within a period of one month reckoned from July 20, 1960, a written claim to the whole or any part of the compensation payable under the aforesaid Act, in respect of such property, on forms obtainable from the Secretary (Compensation Section) at 5, De Fonseka Road, Colombo 5.

V. E. H. DE MEL,  
Chairman,  
Ceylon Transport Board.

200, Kirula Road,  
Narahenpita, Colombo 5, June 28, 1960.

### SCHEDULE

Properties	Location and other particulars
1. Property used by Sri Lanka Omnibus Co., Ltd:	
Land called Udunpimukalana in extent approximately 3 roods together with all buildings standing thereon	Bounded on the north and east by property of G. Lily Nona and L. E. Cabraal. Bounded on the south by main road. Bounded on the west by property of U. A. Piyaseeli and others. Situated in the village of Meegahawatta, Colombo District.
2. Properties used by Panadura Motor Transit Co., Ltd:	
(a) One permanent fixed and Ramp	The building stands on Gangaddarawatta, Ratnapura.
(b) Land called Godakumburehenyaya in extent approximately 32 perches together with all buildings standing thereon	Assessment No. 99, Ratnapura Road. Bounded on the north by road. Bounded on the east by Urban Council land. Bounded on the south by road. Bounded on the west by main road. Situated within the Urban Council limits of Balangoda.
3. Properties used by Silverline Bus Co., Ltd:	
(a) One Office building	Assessment No. 235/1, Katugastota Road, Kandy. Situated within the Municipal limits of Kandy.
(b) Land (no name) in extent 30 perches together with all buildings standing thereon	Assessment No. 210A, Katugastota Road, Kandy. Bounded on the north by the Shell Service Station. Bounded on the east by property of W. F. de Silva. Bounded on the south by property of W. S. de Silva. Bounded on the west by main road. Situated within the Municipal limits of Kandy.
4. Property used by Singha Bus Co., Ltd:	
Land called Uduwaraye Liadde in extent approximately 2 roods, together with all buildings standing thereon	Bounded on the north by Crown land. Bounded on the east by Irrigation Channel. Bounded on the south and west by main road. Situated in the village of Talatuoya, Kandy District.
5. Property used by Valigamam West Bus Co., Ltd:	
Part of land called Nerunchippidi in extent approximately 20 perches together with all buildings standing thereon	Bounded on the north, west and south by the remaining portions of same land. Bounded on the east by main road. Situated in the village of Karainagar, Jafna District.

### NOTES

1. Every person who was interested as aforesaid, should make his claim in pursuance of this notice irrespective of any earlier claim sent by him.
2. Every claim received in pursuance of this notice will be acknowledged within five days of its receipt.
3. All claims should be forwarded along with a letter on C. T. B. Comp. Form No. 1, in duplicate, by registered post.
4. A separate claim in duplicate should be sent in respect of each property on C. T. B. Comp. Form No. 7.

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, July 4, 1960.

J. R. JAYEWARDENE,  
Minister of Finance.

Schedule

1. The sum of money to be raised shall be fifteen million rupees, and it shall be raised by way of a 5/7 year loan issued at 99.
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 2 3/4 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 January and the 16th day of July.
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 5 per centum per annum, and such contribution shall commence on the 16th day of July, 1961.
6. The date of redemption of the registered stock issued for the purpose of raising the loan shall be the 16th day of July, 1967:

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 July, 1965, 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 July 16, 1960, and will be closed on August 15, 1960, or earlier if the loan is fully subscribed.

Issue of Rs. 15,000,000

Ceylon Government 2 3/4 per cent. Loan, 1965/67

Issued at Rs. 99—Repayable at par

THE Central Bank of Ceylon, on behalf of the Government of Ceylon, invites applications for a 2 3/4 per cent. Loan of Rs. 15 millions. The loan is repayable at par on July 16, 1967, but the Government will have the option of repayment at par on such date subsequent to July 15, 1965, 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. 99 per Rs. 100 Stock payable in full at the time of application. The minimum holding is Rs. 100.

*Applications.*—Applications will be received by the Registrar from July 16, 1960, and until the list is closed. Applications must be in 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—

- (a) by cheque drawn in favour of the Central Bank of Ceylon and crossed "on account of Ceylon Government Loans" and/or
- (b) by surrender of stock of the 2 3/4 per cent Victory Loan, 1955/60 repayable on 15th July, 1960.

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

*Interest.*—Interest at the rate of 2 3/4 per cent. per annum will be payable half-yearly on the 16th day of January and the 16th day of July in each year. The first payment of interest will be on the 16th day of January, 1961, and will be for the period commencing on the date on which the application is accepted up to and including the 15th day of January, 1961.

*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 1/3 per cent. in the case of non-resident individuals, 39 1/2 per cent. in the case of Hindu undivided families and 62 1/9 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 5 per cent. per annum to the sinking fund will be commenced on July 16, 1961.

*Public Debt.*—The present gross funded public debt of Ceylon is Rs. 1,466,835,930. The approximate market value of the accumulated sinking funds amounts to Rs. 321,445,082. The net funded public debt is thus Rs. 1,145,390,848.

*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, July 8, 1960.

## FORM 7

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

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

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

Colombo, 4th July, 1960.

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

## SCHEDULE

## I

## II

## Particulars of Person Registered as a Citizen of Ceylon

Name	Age	Sex	Address			
Seethathy Gracial Vais, ww/o Anthony				} Both of 79/4, Brassfounder Street, Colombo 13		
Croos Fernando ..	59 ..	F ..			September 24, 1959	
Emmanuel Raj ..	25 ..	M ..		} do.		
Maruthamuthu Vallie <i>alias</i> Velaie, ww/o						
Savarimuthu Sandanam	52 ..	F ..	} All of Glenugie Estate, Maskeliya	} do.		
Rayappan <i>alias</i> Rayar ..	28 ..	M ..				
Arockiam ..	25 ..	M ..				
Simion ..	22 ..	M ..				
Santha ..	19 ..	F ..				
Vellayan Sandanam ..	62 ..	M ..	Asgiriya Division, Matale West Estate, Matale	do.		
Periannan Sinniah ..	34 ..	M ..	Altwood Estate, Gammaduwa	do.		
Periannen Subramaniam	25 ..	M ..	Dalveen Division, Hatherleigh Group, Rakwana	do.		
Pathmanabapillai Karthikaliga Damo-				} do.		
darampillai ..	53 ..	M ..	Batapothala Mills, Dambadeniya			
Marimuthu Thangaraj ..	40 ..	M ..	} All of Halpe Estate, Tummodera	} do.		
Meenatchy ..	30 ..	F ..				
Thanapakiam ..	14 ..	F ..				
Nadaraj ..	8 ..	M ..				
Elayathamby ..	6 ..	M ..				
Thambiraj ..	4 ..	M ..				
Podia Rengasamy ..	36 ..	M ..				
Anthonyamma ..	28 ..	F ..				
Anthonyimuthu ..	12 ..	M ..	All of Wagga Estate, Tummodera	do.		
Cruz Migel Savarimuthu	53 ..	M ..	} Both of Labugama Reservoir, Labugama, Waga	} do.		
Mary Margaret ..	20 ..	F ..				
Nayagam Sandanam ..	61 ..	M ..	} All of Penritih Estate, Avissawella	} do.		
Anthonyamma ..	47 ..	F ..				
Gabriel <i>alias</i> Thomas ..	15 ..	M ..				
Nagan Ramiah <i>alias</i> Sithiravel	31 ..	M ..	} All of Mariawatte Estate, Gampola	} do.		
Letchumie ..	20 ..	F ..				
Muthulethumie ..	4 ..	F ..				
Panumade ..	2 ..	F ..				
Appavoo Francis ..	38 ..	M ..	} All of Lourawatte Division, Beaumont Group, Pussellawa	} September 24, 1959		
Camatchy ..	32 ..	F ..				
Nadarajah <i>alias</i> Rasiah ..	15 ..	M ..				
Murugiah ..	8 ..	M ..				
Balakrishnan ..	5 ..	M ..				
Sivalingam ..	2½ ..	M ..				
Sinnoo Karuppan ..	43 ..	M ..			} do.	} May 13, 1960
Karly ..	40 ..	F ..				
Poochy ..	22 ..	F ..	} All of Meddegoda Estate, Udahentenna	} September 24, 1959		
Vellayan ..	20 ..	M ..				
Caruppaie ..	17 ..	F ..				
Rasu ..	13 ..	M ..				
Subramaniam ..	10 ..	M ..				
Raku ..	6 ..	F ..				
Poominathan ..	4 ..	M ..				
Periandy Ramalingam ..	38 ..	M ..				
Pushpanathan ..	10 ..	M ..				
Pushapawathyammal ..	7 ..	F ..			All of Monte Cristo Estate, Nawalapitiya	do.
Nallamma ..	24 ..	F ..	} do.	} June 17, 1960		
Navamony ..	3 ..	F ..				
Madasamy Madasamy ..	52 ..	M ..	} All of Craighead Estate, Nawalapitiya	} September 24, 1959		
Packiam ..	49 ..	F ..				
Maden <i>alias</i> Madasamy ..	25 ..	M ..				
Pootchan ..	20 ..	M ..				
Chollamadan ..	14 ..	M ..				
Annapackiam <i>alias</i> Sivapackiam	11 ..	F ..				
Veloo Selliah ..	35 ..	M ..				
Papathie ..	29 ..	F ..			All of Ambalawa Estate, Gampola	do.
Parwathy ..	9 ..	F ..				
Karmegam ..	5 ..	M ..				
Patchamuthu Kalimuthu	34 ..	M ..	} All of Muwankanda Estate, Mawatagama	} do.		
Murugaie ..	29 ..	F ..				
Jeevaratnam ..	8 ..	M ..				
Thamayandi ..	6 ..	F ..				
Ramachandran ..	3 ..	M ..				
Joseph Louis Consal	28 ..	M ..			} All of 4, Esplanade Street, Kurunegala	} do.
Christy ..	31 ..	F ..				
Mary Gonsal ..	7 ..	F ..				
Joseph Nicholas Gildas Gonsal	3 ..	M ..				

I  
Particulars of Person Registered as a Citizen of Ceylon

II

Name	Age	Sex	Address	
Ramasamy Perumal	39	M	All of Amunuwatte, Udapanguwa, Lunugala	September 24, 1959
Rengammah	27	F		
Mariaie alias Mariammah	13	F		
Ramaie alias Amurtham	11	F		
Palaniammah	4	F		
Marimuthu Singaram	37	M	All of Mahadawa Division, Mahadawa Group, Madulsima	do.
Mahamaie	31	F		
Thiyagarej alias Sivadasan	11	M		
Sivayogam	9	F		
Shanmuganathan	5	M		
Egambaram Periyasamy	41	M	All of Mahadawa Division, Mahadawa Group, Madulsima	do.
Muthukannu	37	F		
Suppiah	16	M		
Ballayogeni alias Balanona	13	F		
Saraswathy alias Thanalechumy alias Kamatchy	10	F		
Selvam	7	F	All of Mahadawa Division, Mahadawa Group, Madulsima	do.
Thandapany	4	M		
Sookkapillai Ponnusamy	41	M		
Amurdam	37	F		
Kanagambal	12	F		
Sigamony	9	F	All of Mahadawa Division, Mahadawa Group, Madulsima	do.
Manonmany	7	F		
Balachandran	5	M		
Ganaraj	3	M		
Palaniandy Veloo	37	M		
Nagammah	32	F	All of Mahadawa Group, Madulsima	do.
Theivanie	16	F		
Sivapackiam	14	F		
Sellamuthu	10	M		
Annamayil	7	F		
Nadaraj	4	M		
Cadirvele Caruppiah	36	M	All of Middle Division, Rookatenna Group, Hali Ela	do.
Pappathy	30	F		
Ratnaingam alias Kanagasmoorthy	10	M		
Sadayan Sinniah	50	M	All of Hingurugama Estate, Badulla	do.
Caruppaie	37	F		
Palaniaie alias Caruppaie	18	F		
Mariaie	14	F		
Theivanie	11	F		
Sadayan	8	M	All of Upper Division, Hingurugama Estate, Badulla	do.
Saraswathie	4	F		
S. Veerappen Kadirvele	44	M		
Ponnamma	39	F		
Sellamma	24	F		
Sellambaie alias Ramaie	19	F	All of South Division, Rookatenna Estate, Hali Ela	do.
Muthuvale alias Veeriah	17	M		
Peramaie	13	F		
Arraie	11	F		
Selliah alias Shanmugam	8	M		
Veeriah	5	M	All of South Division, Rookatenna Estate, Hali Ela	do.
Sinnan Mottayan alias Sinnan Mottayappen	35	M		
Palaniamma	21	F		
Rajendram	3	M		
Visvanathan	1	M		
Karuppiah Sinniah	49	M	All of South Division, Rookatenna Estate, Hali Ela	September 24, 1959
Parwathy	47	F		
Palaniammah	24	F		
Valliammah	18	F		
Sinnapillai	16	F		
Ganeson	14	M	All of 94, Lower Street, Badulla	do.
Selliah	11	M		
Palamany	8	F		
Daniel, s/o Suvisheshamuthu Asirvatham?	44	M		
Agnes Janaki Selvaratnam	34	F		
Davidson Rajadurai	10	M	All of Le Vallon Group, Galaha	September 1, 1959
Spurjon Rajendram	8	M		
Elice Vasanthi	6	F		
Eplicy Saroja	4	F		
Adaikka Pillai Duraisamy	42	M		
Sellammal	37	F	All of 3rd Mile Post Passara Road, Badulla	do.
Seenivasan	19	M		
Rajaratnam alias Rajendiran	16	M		
Rejammal	14	F		
Ramanathan	12	M		
Kesavan	11	M	All of 3rd Mile Post Passara Road, Badulla	do.
Pushpam	9	F		
Vasantha	7	F		
Shanmuganathan	5	M		
Siva Subramaniam	2	M		
Saroja Devi	8 mts.	F		September 24, 1959
Arunaselm Pillai Sidambaram	41	M	All of 3rd Mile Post Passara Road, Badulla	do.
Meenatchiammal	29	F		
Maheswari alias Meenambal	13	F		
Siyam Pullai	11	M		
Sellamma alias Sellam	7	F		
Subramaniyam	6	M		

I  
Particulars of Person Registered as a Citizen of Ceylon

II

Name	Age	Sex	Address	
Vyran Murugesan	34	M	All of Dotlands Division, Sarania Group, Badulla	September 24, 1959
Annakily	28	F		
Letchumy	11	F		
Alagammal	8	F		
Murugan Sinnasamy	56	M	All of Dotlands Division, Sarania Group, Badulla	do.
Alagammal	48	F		
Subramaniam <i>alias</i> Ramanathan	24	M		
Murugiah	22	M		
Rajammal	18	F		
Kitnan, Vadivel	16	M		
Muthu	13	M		
Vethamanickam Jebamani	58	M	All of Sarnia Estate, Badulla	do.
Packiam	46	F		
Alice Kamalam Pathmavathi	26	F		
John Edward Duraipandy	23	M		
Kanakamani Glori Ponnammal	21	F		
Gracelin Annamani Ratnabai	19	F		
Arulmanickam David Sellapandian	17	M		
Hepsibai Jebakai Violet	11	F		
Thandavan Angamuthu	49	M	All of Karapincha Division, Palmagarden Group, Ratnapura	do.
Parwathy	40	F		
Nagamma	21	F		
Sevanoo	19	M		
Aramma	14	F		
Doraisamy	12	M		
Palaniamma	9	F		
Dhanaletchimie	6	F		
Coneswaran	3	M		
Malayalam Sinnapayal	59	M		
Mariaie	47	F		
Malayalam <i>alias</i> Raju	24	M		
Sivapackiam <i>alias</i> Rajathi	22	F		
Ramaie	19	F		
Letchiman	19	M		
Allawe Rahimkuty	47	M	All of Hallayan Estate, Ratnapura	do.
Pathumma	36	F		
Mohammadu	14	M		
Ameena	12	F		
Saliamma	8	F		
Achiamma	5	F		
Mariamamma	3	F		
K. Sangaram Mahadevan	50	M	Both of 146, Ellagawa	do.
Sellamma	49	F		
Annimuttu Thanaraj Rajamoney	67	M	All of 31/2, Muwagama Road, Ratnapura	do.
Jemmimal Thangam	57	F		
Mary Josephine Lucy	16	F		
Pauline Grace	14	F		
Catherine	12	F		
Samuel Selvaraj	9	M		
Kuppansamban Kalimuthu <i>alias</i> Mariadas	57	M	All of Marambakanda Estate, Puwakpitiya	do.
Ankeli Arulaie <i>alias</i> Araie	37	F		
Sandanapitchay	23	M		
Savaniamma <i>alias</i> Gnanamma	17	F		
Subramaniam Iyasamy	55	M	All of Millawitiya Estate, Ratnapura	do.
Mariaie	50	F		
Letchumy	24	F		
Sadayapillai Loganathan	38	M	All of Palugampola Estate, Pelmadulla	do.
Veilyammah	26	F		
Kalimuthu	10	M		
Mariaie	6	F		
Theivanai	3	F		
Ariyamalay	1½	F		
Muthusamy Sinnasamy	49	M	All of New Mahawela Estate, Ratnapura	September 24, 1959
Canniamma	38	F		
Thanaletchimi <i>alias</i> Janaki	25	F		
Nandagopal	20	M		
Letchimie	14	F		
Sarangapany <i>alias</i> Sarathamoney	11	M		
Narayanan Kathirason	30	M	All of Marambakanda Estate, Puwakpitiya	do.
Ramaie	27	F		
Sivanoo	9	M		
Ramasamy <i>alias</i> Caruppiyah Perumal	35	M	All of Watapotha Estate, Nivitigala	do.
Sithiramma	30	F		
Saraswathiammal	9	F		
Dhanabala Krishnaraj	4	M		
Jayabala Krishnaraj	2	M		
Jayalaxmieammal	10mts	F		
Ponnan Murugan	60	M	All of Stubton Division, Hatherleigh Group, Rakwana	September 24, 1959
Thaamma	45	F		
Subramaniam <i>alias</i> Thepancha	25	M		
Sokkamma	19	F		
Sadayan	13	M		

I  
Particulars of Persons Registered as a Citizen of Ceylon

II

Name	Age	Sex	Address			
Pitchaipillai Iyalandampillai	45	M	All of Hatherleigh Group, Rakwana	September 24, 1959		
Sivapackiam alias Veeramamah	36	F				
Annapooranam	24	F				
Nagalingsam	20	M				
Navaratnam	19	M				
Wijaratnam	16	M				
Rasaratnam	14	M				
Wijammal	12	F				
Panchapooasanie	11	F				
Kamaleswary	9	F				
Pichchiammalay	6	F	Both of No. 3 Division, Opata Estate, Kaha-watte	do.		
Navarajah	4	M				
Sockalingam Pungawanam	53	M	Both of Pettiyagalla Estate, Balangoda	do.		
Periyasamy	25	M				
Veeraputhiran Marimuthu	50	M	All c/o Rev. C. J. Daniel, "The Manse", Arasadi, Batticaloa	do.		
Sandanam	42	F				
Murugan Ramasamy John Daniel	58	M				
Mary Pushpam	49	F				
Sunny Daniel	29	M				
Alice Annamma	27	F				
Jacob Daniel	23	M				
Esther Daniel	20	F				
John Victor	18	M				
Jeevamoney	16	F				
Siromony	14	F	Both of Oaklands Estate, Yatiyantota	do.		
Mary Rani	12	F				
Kadiravelu Madasamy	28	M	All of Woodend Estate, Dehiowita	do.		
Maria Cecily	21	F				
Muthan Caruppaie	60	F				
Pitchamuthu alias Perumal	29	M	Both of Nagastenne Estate, Dolosbage	do.		
Selambaie	25	F				
Sinnanam Sinnasamy	53	M	All of Nagastenne Division, Nagastenne Group, Dolosbage	do.		
Letchumy	45	F				
Thulukkanam Supramaniyam	53	M				
Nagammal	21	F				
Sivasamy	19	M				
Andal	15	F				
Ramanujam	10	F				
Vellayan Periacaruppen	45	M			Both of Lower Division, Norwood Estate, Norwood	do.
Sittupilla	38	F				
Udayan Nallamuthu	47	M			Both of Lower Division, Norwood Estate, Norwood	do.
Pootchy	37	F				
Muthu Packiri	52	M	All of Lower Division, Norwood Estate, Norwood	do.		
Kathaie	37	F				
Muthu alias Suppiah	19	M				
Caruppiah	16	M				
Calimuthu	13	M				
Araie	10	F				
Caliyan alias Caliaperumal	6	M				
Posan Ramasamy	47	M			All of Bridwell Division, Bogawana Group, Bogawantalawa	do.
Veeran	16	M				
Araie	13	F				
Muthucaruppan alias Muthuveeran	10	M				
Arumugam Muthucaruppan	34	M	All of Darrawella Bazaar, Dickoya	do.		
Sellammal	27	F				
Ramalingam alias Subramaniyam	8	M				
Pathamanathan	7	M				
Parameswary	4	F				
Sarojanie	3	F				
Pichay Sinnappan	47	M			All of Ottery Estate, Dickoya	do.
Paripooranam	41	F				
Mariammal	23	F				
Jebamalai	16	F				
Kalimuthu Vyapuri	50	M	All of Blinkbonnie Estate, Dickoya	do.		
Ponnaie	38	F				
Manivelu	14	M				
Maruthamuthu	11	M				
Mariaie	5	F				
Narayanan Jabamalai	33	M	Both of Chalmers Division, Mayfield Estate, Hatton	do.		
Selvam	34	F				
Lingu Savara	52	M	All of Pallatenne Estate, Rattota	do.		
Sembulingam	25	M				
Onnamma alias Annamma	22	F				
Ningiah	20	M				
Mayamma	18	F				
Doramma	15	F				
Sadayan Iyasamy	40	M	All of Debatgama Group, Aranayaka, Kegalle	do.		
Thanam	—	F				
Sundarammah	15	F				
Thangavelu	12	M				
Shanmugam	9	M				

I  
Particulars of Person Registered as a Citizen of Ceylon

II

Name	Age	Sex	Address	
Arumainayakam Jesudian	67	M	All of No. 118, Jawatte Road, Thimbirigaya, Colombo 5	September 29, 1959
Agnes Ammal	42	F		
Joseph Peter Selvathurai	17	M		
Devadasan Arumainayagam	16	M		
Annamariyal Martha	15	F		
Devanesan Mariammal Sornam	13	F		
Philip Canagaratnam Moses	10	M		
Letchumanan Muthiah	41	M	All of 104/13, Green Street, Kotahena, Colombo 13	do.
Thondiammal	38	F		
Letchuman Kumar	19	M		
Nagaratnam	17	F		
Subramaniyam	10	M		
Anusia	9	F		
Velmurugan	6	M		
Shanmuganathan	4	M		
Raman Madan	54	M	All of 13/3, Mahandiram Road, Pettah, Colombo	do.
Sakkamma	35	F		
Madasamy	13	M		
Valli	11	F		
Muniyandy <i>alias</i> Balakrishnan	8	M		
Letchumy	6	F		
Parwathy	4	F		
Muthu Karuppi	9mts	F		June 16, 1960
Palaniandi Senai	57	M	All of Meekanuwa, Ampitiya, Kandy	September 29, 1959
Pathiyammal	52	F		
Kulandai Velu	23	M		
Muthiah	21	M		
Andiappan	17	M		
Pitchamuthu Koomaran	55	M	Both of Upper Kiriwana Division, Goorookelle Estate, Galaha	do.
Veeraie	24	F		
Muthiahpillai Thiyagarajah <i>alias</i> Selambaram <i>alias</i> Sithambaram	34	M	All of Fairlie Division, Kellie Group, Dolosbage	do.
Ummadevi	27	F		
Gandhimathy	11	F		
Thangaraj	9	M		
Vanaja	7	F		
Mahendran	6	M		
Ramachandran	2	M		
Solamalai Manickam	62	M	Both of Adam's Peak Estate, Maskeliya	do.
Murugan	27	M		
Nallan Gopal	62	M	All of Maskeliya Estate, Maskeliya	do.
Pappathy	—	F		
Sellammah	25	F		
Sevanaie	18	F		
Veerammah	14	F		
Nagamamah	10	F		
Sinnan Ammasy	42	M	All of Portree Estate, Norwood	do.
Araie	38	F		
Sandanamual <i>alias</i> Sandanam	12	F		
Arumugam	10	M		
Annamalai	8	M		
Valliamma	5	F		
Malayan Carliyappan	62	M	All of Ehalapola Estate, Madawela, Ulpotha	do.
Sitto	47	F		
Raman <i>alias</i> Seenivasagam	27	M		
Seenivasagam <i>alias</i> Kunchipayal	20	M		
Murugiah <i>alias</i> Murugan	17	M		
Karuppen Sinniah	39	M	All of Wewelmadde Estate, Rattota	do.
Sinnapillai	30	F		
Petchaie	8	F		
Sellan Rengan	55	M	All of Facoty Division, Dunsinane Estate, Punduloya	do.
Meenatchy	—	F		
Velu	25	M		
Selliah	20	M		
Walliammah <i>alias</i> Paackiam	16	F		
Arumugam	13	M		
Arumugam Paddavottan	48	M	All of Lower Division, Dunsinane Estate, Punduloya	do.
Mariaie	—	F		
Carlammai	14	F		
Sinniah	12	M		
Sinnasamy Rengasamy	54	M	All of Upper Division, North Punduloya Estate, Punduloya	do.
Petchiammal	19	F		
Letchuman <i>alias</i> Periyasamy	16	M		
Murugan Thangavel	46	M	All of Upper Division, North Punduloya Estate, Punduloya	do.
Egaththal	35	F		
Kitnasamy <i>alias</i> Kitnan	22	M		
Subramaniam	17	M		
Sinnaperumal <i>alias</i> Perumal	14	M		
Nadarayan	11	M		
Ramiah	9	M		
Arumugam	7	M		
Paranjothi	5	F		
Kitnakumaran	2	M		
				do.
				do.
				do.



I  
Particulars of Person Registered as a Citizen of Ceylon

II

Name	Age	Sex	Address	
Muthusamy Jegatheesan <i>alias</i> Marimuthu	39	M	All of Wevahena Estate, Punduloya	September 29, 1959
Segappaie	36	F		
Jeyapalan	8	M		
Lokithason	4	M		
Ramasamy Sinniah	43	M	All of Moonplain's Division, Mahagastotte Estate, Nuwara Eliya	September 29, 1959
Sinnammah	39	F		
Veloc <i>alias</i> Murugiah	23	M		
Suppiah	21	M		
Periyannen Sinniah	45	M	All of Court Lodge Estate, Kandapola	do.
Iyammah	42	F		
Sinnapillai	21	F		
Muthukumar Ramiah	43	M	All of Government Saltern, Elephant Pass	do.
Alagammah	42	F		
Thanabalasingham	24	M		
Ganeson	18	M		
Sivapackiam <i>alias</i> Packiam	12	F		
Sivasanthirarajah <i>alias</i> Kandarasa	6	M		
Kolakkara Govindan	54	M	All of Lower Division, Gonakelle Estate, Passara	do.
Thanapackiam	47	F		
Vadivel	28	M		
Ramanthan	26	M		
Arunasalam	24	M		
Patchaimmah <i>alias</i> Patchama	22	F		
Caderaie	16	F		
Veeramalai Mahamany	35	M	All of Oliyamandy Estate, Badulla	do.
Sinnamma	28	F		
Letchumy	8	F		
Parameswari	6	F		
Iyadurai	4	M		
Ramiah	2	M		
Letchumy	2	F		
Savarimuthu Anthony	40	M	All of Hagalla Estate, Madukelle	do.
Packiam	41	F		
Jebamalay Raju <i>alias</i> Selva Rasu	17	M		
Maria Anthony	14	M		
Jebamoney <i>alias</i> Jebamalay	10	M		
Suppan Kalimtuhi	45	M	All of St. Lawrence Division, Venture Group, Norwood	do.
Ulagie	32	F		
Kathan	23	M		
Vyren <i>alias</i> Mayandy	19	M		
Jeyaraman	12	M		
Thiruman Veeran	62	M	All of Upper Division, Vellai Oya Estate, Hatton	do.
Kannammah	50	F		
Cuppan	24	M		
Pottu <i>alias</i> Paapoo	17	F		
Ramaie <i>alias</i> Papaie	15	F		
Sellayah	13	M		
Selliah	11	M		
Pappu	8	F		
Vellasamy	6	M		
Sinnan Raman	38	M	All of Hadley Estate, Dickoya	do.
Nagammal	32	F		
Singaravelu	13	M		
Thavemoney	9	F		
Kamalaverny	7	F		
Suntharam Samikkannu	58	M	All of Hadley Estate, Dickoya	do.
Annammah	52	F		
Jesuthasan	15	M		
Soosay Sebastian	53	M	All of Bogawantalawa Estate, Bogawantalawa	do.
Savariammah	40	F		
Loorthusamy	24	M		
Mariamamah	19	F		
Selvaraj	13	M		
Suppiah Ratnam	53	M	All of Bridwell Division, Bogawana Group, Bogawantalawa	do.
Thayammal	43	F		
Mariaie	25	F		
Letchumy	15	F		
Aswathammal	12	F		
Murugiah <i>alias</i> Subramaniam	7	M		
Mayandy Ramiah	23	M	Both of Brae Group, Madukelle	do.
Karuppaie	24	F		
Vaduvaie <i>alias</i> Vaduvatchy d/o Masimalay Perumal	25	F	All of Upper Division, North Punduloya Estate, Punduloya	do.
Letchuman <i>alias</i> Raman	23	M		
Ratnam <i>alias</i> Peramaie	20	F		
Rayammal	17	F		
Marivel	16	M		
Rengasamy	15	M		

I				II	
Particulars of Person Registered as a Citizen of Ceylon					
Name	Age	Sex	Address		
Marudamuthu Andy	36	M	All of Upper Division, North Panduloya Estate, Panduloya	September 29, 1959	
Peramaie	28	F			
Gurunathan <i>alias</i> Marudamuthu	14	M			
Mylvaganam	9	M			
Karuppenen Komeran	41	M	Both of Middle Division, Kataboola Group, Kotmale	do.	
Odayal	42	F			
Rayappen Pitehy	45	M	All of Middle Division, Kataboola Group, Kotmale	do.	June 16, 1960
Anthoniamma	—	F			
Mariapakkiyam	21	F			
Innasimuthu	14	M			
Sissamma <i>alias</i> Jesama	9	F			
Jayaparkiam	5	F			
Kitnan s/o Narayanan	50	M	All of No. 3 Division, Madampe Group, Rakwana	September 29, 1959	
Letchumie	48	F			
Annaletchumie <i>alias</i> Parpathy	24	F			
Iyamamah	22	F			
Pooranam	16	F			
Karuppuhewar	13	M			
Amarawathy	11	F			
Paruwathy	8	F			
Ramasamy Muniyandy	69	M	All of Yataderiya Estate, Undugoda	do.	
Paitechy	54	F			
Muniammal	16	F			
Meiyan <i>alias</i> Marimuthu Sevanadiyan	36	M	All of Rangama Division, Woodend Estate, Dehiowita	do.	
Alamelu	27	F			
Maheswary	11	F			
Poopalan	10	M			
Moorthy	8	M			
Vanidhamony	5	F			
Chandra	3	F			
Raman Perumal	64	M	All of Lower Division, Binoya Estate, Rozella	do.	
Ramaie	—	F			
Elayaperumal	26	M			
Varatharaj	26	M			
Kaliamma	23	F			
Thanaletchumie	20	F			
Govindamma	18	F			
Perumal Doraisamy	55	M			
Alamayloo	31	F			
Sarojini	11	F			
Nagamma	6	F			
Ratnasamy	3	M			
Aththiyappan Nallan	51	M	All of East Diyagama Estate, Agrapatana	do.	
Pappaie	36	F			
Valliammal	18	F			
Thangaie	7	F			
Perumal Ramalingam	57	M	All of Fifth Division, West Diyagama Estate, Agrapatana	do.	May 31, 1960
Nainamma	42	F			
Krishnasamy <i>alias</i> Ramasamy	19	M			
Periasamy	14	M			
Kannamma	11	F			
Selvaratnam <i>alias</i> Ramasamy	7	M			
Saraswathy	5	F			
Ramasamy	3	M			
Rengan Raman	37	M	All of Sutton Estate, Agrapatana	September 29, 1959	June 16, 1960
Muthal	32	F			
Pitchay	17	M			
Sellamma	10	F			
Soosay Santhanam	46	M	All of Sutton Estate, Agrapatana	September 29, 1959	
Mangalamary <i>alias</i> Adaikalamary	43	F			
Iruthiasamy	20	M			
Michael	16	M			
Arupadasamy	13	M			
Masilamany	10	F			
Anthonyasamy	4	M			
Narayanan Solaimuthu	36	M	All of 3rd Division, West Diyagama Estate, Agrapatana	do.	
Kamatchy	29	F			
Murugiah	9	M			
Sevan Karuppanen	67	M	All of First Division, West Diyagama Estate, Agrapatana	do.	
Mariaie	54	F			
Murugan	22	M			
Sevanu	18	M			
Kali Mooockan	54	M	Both of Torrington Estate, Agrapatana	do.	
Angaie	48	F			
Mookan Kaly	33	M	All of Torrington Estate, Agrapatana	do.	June 16, 1960
Letchumie	26	F			
Samivel	5	M			
Valliamma	3	F			
Selvaraja	2	M			
Nachiappan Nachiappan	34	M			

**Price Orders**

Food Price Order No. V. 62.

**PADDY**

(b) any sale of any quantity of paddy for the purpose of consumption or use shall be deemed to be a sale by retail;

**THE CONTROL OF PRICES ACT No. 50 OF 1950**

BY virtue of the powers vested in me by section 4, read with section 3 (2) of the Control of Prices Act, No. 29 of 1950. I Paramanathan Chelvaratnam, Assistant Controller of Prices (Food), Vavuniya District, do by this Order—

(v) direct that in every area where maximum prices are fixed by this Order, every trader who has any paddy in his possession or under his control at any place, shall exhibit conspicuously at that place a notice in which there shall be set out the maximum prices fixed by this Order in that area; and

(i) revoke with effect from this date my Price Order No. V 46 dated May 26, 1958, pertaining to paddy, published in the *Ceylon Government Extraordinary Gazette* No. 11,327 of 30th May, 1958;

(vi) direct that in every area where maximum prices are fixed by this Order, every person who sells any paddy by wholesale shall, and every person who sells any paddy by retail shall, on demand give the purchaser thereof, a receipt in which there shall be set out—

(ii) fix the prices specified in column 2 of the First Schedule hereto to be the maximum wholesale prices of 96 measure paddy, shall not be sold by wholesale in the areas mentioned in the corresponding entries in Column 1 of the same Schedule;

- (a) the date of sale;
- (b) the quantity of paddy sold;
- (c) the price paid for quantity of paddy sold; and
- (d) the nature of the transaction i.e., whether the sale was by wholesale or by retail.

(iii) fix the prices specified in Column 3 of the First Schedule hereto to be the maximum retail prices per measure of paddy, above which paddy shall not be sold in the areas mentioned in the corresponding entries in column 1 of the same Schedule;

Signed at Vavuniya Kachcheri at 11 a.m. on 29th June, 1960.

(iv) direct that for the purpose of this order—

(a) any sale of any quantity of paddy for the purpose of re-sale shall be deemed to be a sale by wholesale;

P. CHELVARATNAM,  
Assistant Controller of Prices (Food),  
Vavuniya District.

**First Schedule**

No.	Column 1 Particulars	Column 2 Maximum whole- sale price 96 measure Rs. c.		Column 3 Maximum retail price per measure of paddy Rs. c.	
		Rs.	c.	Rs.	c.
1	In the D. R. O. Division of Vavuniya south T. D., comprising—				
	(a) The Village Headmen's Division of : Vavuniya and Nellukulam	13	01	0	14
	(b) Andiyapuliyankulam Suduventhapulavu Muthaliyakulam Cheddikulam Puthukulam Rasenthirankulam Omanthai	13	01	0	14½
2	In the D. R. O. Division of Vavuniya South S.D.—				
	(a) Comprising the Village Headmen's Division of Madukande and Iratperiyakulam	13	01	0	14
	(b) Ulukulame and Mamaduwa	13	01	0	14½
3	In the D. R. O. Division of Maritime Pattus comprising the—				
	(a) Village Headmen's Division of Mullaitivu and Thaniyuthu	13	86	0	15
	(b) Mulliyawalai	13	86	0	15½
4	In the D. R. O. Division of Vavuniya North comprising the Village Headmen's Division of:				
	Thanduvan Nedunkerny Paranthan Kachchilamadu Mankulam Puliyankulam Kanagarayankulam	14	10	0	15½

Note.—These prices do not constitute fixed prices at which the above must be sold. They are the MAXIMUM prices above which sales should not take place.

**Miscellaneous Departmental Notices**

G/KIRIBATHWILA (PRIYATE) S. M. SCHOOL,  
BADDEGAMA

**Change of Management**

UNDER the provisions of section 31 (i) of Ordinance No. 31 of 1939, it is hereby notified for the information of the General Public that Mr. B. W. Goonewardena, 11, Rampart Street, Fort,

Galle, is appointed Manager of the above school with effect from 25.5.1960, in place of Mr. Vincent Abeywickrema of Baddegama, who ceases to be Manager from this day.

S. F. DE SILVA,  
Director of Education.

ASE 4081,  
Education Department,  
Malay Street,  
Colombo 2, 28th June, 1960.

**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 July 21, 1960.

No. 151, Lower Lake Road,  
Galle Face,  
Colombo 3. July 2, 1960.

W. G. M. DE SILVA,  
Secretary,  
Debt Conciliation Board.

**SCHEDULE**

<i>Case No.</i>	<i>Name and Address of Debtor</i>	<i>Name and Address of Creditor</i>
6751	Morawakarallage Patrick Elwin Fonseka, Mary Madeline Abewickrama, 225, Wattala	M. V. Fernando, No. 136, Dam Street, Colombo
6752	Jayamanna Appuhamillage Don Adwin Jayamanna and Kodisinghe Arachchige Samichchi Nona, c/o "Sylvanhurst", Pallewela	Mrs. Nagamu Korallalage Engelin Nona, Madabawita, Danowita
6754	Horatalge Sethu, Wattagedara, Kohilagedara	Herathmudiyanselage Ukku Banda, Neluwa-Kohilagedara
6756	Walisundera Mudiyansele Guneratne Banda Walisundera, Kehelwila, Kiribathkumbura, Peradeniya	Mrs. Suneetha R. Athukorale, c/o Dr. Vithana, Dental Surgeon, Malabar Street, Kandy
6757	Adimalikkanamalage Dona Mislinhamy, Tatamulla, Bentota	Don Estambu Nanayakkara Obewatta Kankanamage Wijesiri, Tatamulla, Bentota
6759	Honnanthara Acharige Don James, Philip, No. 37/2, Kulatunga Road, Panadura	Mrs. L. A. A. Weerasinghe, c/o Mr. L. A. A. Weerasinghe, P. W. D. Overseer, Dickwella
6760	Harald Dissanayake, Kapugama, Dondra	Kanakka Hewage Hendrick Silva, Kiralawella, Dondra
6761	Matheno Jacob, No. 14, Cathedral Street, Jaffna	Mrs. Mary Thanakarathnam Saverimuttu, No. 20, David Road, Jaffna
6762	Ranatunga Jayasekara Kankanamalage Don Albert Ranatunga, Udugampola	A. G. Solomon Perera Gunatilleke, Kehelbaddara, Udugampola
6768	Arthanayake Mudalige Piyadasa Appuhamy, Etiyawela, Dankotuwa	Ranasinghe Arachchige Don Carolis Ranasinghe, Etiyawela, Dankotuwa
6770	Samaratungha Gunawardena Korallage Dona Mariya Hamine, No. 46, Wewalduwa Road, Dalugama, Kelaniya	Halamba Aratchchige Don Harry Singho, Boutique, Madangaha Junction, Wewalduwa Road, Dalugama, Kelaniya
6771	Suppor Kandiah, Manaweriya, Kochchikade	Mrs. P. Mariya Victoria Fernando, No. 30/2, Ratna Mahawatta, 3rd Kurana, Negombo
6773	Nagappah Kanagaratnam, 13, Brown Road, Neeraviady, Jaffna	1. Maniccam Kanapathipillai, New Road, Koddadi, Jaffna 2. Muthiahpillai Selladurai, Teacher, Araly, Jaffna 3. Ponniah Mailvaganam, Thankodai, Karainagar
6774	Mestiyage Don Simon Gunatilleke, Galtude, Panadura	Gardiya Tantrige Hendrick Ruberu, Tantrimulla, Panadura
6775	Jeewandarage Heras Singho, Akurumulla, Delgoda	G. A. Saimon Singho, Udupila, Delgoda

**SUPPLEMENTARY LIST OF AUDITORS REGISTERED FOR THE PERIOD 1959-60 UNDER THE COMPANIES (AUDITORS) REGULATIONS, 1941 (PERSUANT TO REGULATION 11)**

**Individuals (Ordinary Certificates)**

<i>Name</i>	<i>Business Address</i>
Samaraweera, Don Edwin Arnold Senaratna.	24, Queen Street, Colombo 1.

W. M. SELLAYAH,  
Registrar of Companies.

Department of the Registrar of Companies,  
Block No. 5, Echelon Square,  
Colombo 1, 29th June, 1960.

**IN THE MATTER OF S. E. FERNANOD & CO., LTD., AND IN THE MATTER OF THE COMPANIES ORDINANCE, No. 51 OF 1938**

**Notice of Dividend**

**RULE No. 80 (3)**

Name of Company: S. E. Fernando & Co., Ltd.  
Address of Registered Office: 54-B/1, Third Floor, Australia Building, Colombo 1.  
Court: District Court, Colombo.  
Number of Matter: 847/Special.  
Dividend: Six cents in the rupee.  
First and Final or otherwise: First payment.  
When Payable: On or after 4th June, 1960.  
Where Payable: 54-B/1, Third Floor, Australia Building, Colombo 1.

V. L. WIRASINHA,  
Director of Commerce.

Galle Face Court,  
Colombo 3, 21st June, 1960.

CIA. 145.  
**COMPANIES ORDINANCE, No. 51 OF 1938**

**Notice of Cessation**

WHEREAS a Notice dated 21st June, 1960, under section 324 of the Companies Ordinance No. 51 of 1938, has been received on behalf of The Consolidated Tea and Lands Company Limited, 63, Queen Street, Fort, Colombo, and such Notice has been duly registered.

Take Notice that the aforesaid The Consolidated Tea and Lands Company Limited ceased to have a place of business in the Island and that the obligations of the said Company to deliver documents for registration ceased with effect from September 6, 1956.

W. M. SELLAYAH,  
Registrar of Companies.

Department of the Registrar of Companies,  
Block No. 5, Echelon Square,  
Colombo 1, 29th June, 1960.

PVS 965.  
**COMPANIES ORDINANCE, No. 51 OF 1938**

**Notice Under Section 277 (5) To Strike Off Albert David (Ceylon) Limited**

WHEREAS there is reasonable cause to believe that Albert David (Ceylon) Limited, a company incorporated on 18th April, 1951, under the provisions of the Companies Ordinance, No. 51 of 1938, is not carrying on business or in operation:—

And whereas notice dated 13th February, 1960, was published in the *Ceylon Government Gazette* No. 12,064 of 19.2.60, that the name of Albert David (Ceylon) Limited, would at the expiration of three months from that date, be struck off the register unless cause was shown to the contrary.

And whereas Albert David (Ceylon) Limited has not shown cause to the contrary within the period of three months aforesaid.

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

W. M. SELLAYAH,  
Registrar of Companies.

Department of the Registrar of Companies,  
Colombo 1, 28th June, 1960.

THE following Resthouses in the Moneragala District will be closed to the public from 18th July, 1960 to 21st July, 1960.

- (1) Moneragala Resthouse.
- (2) Wellawaya Resthouse.
- (3) Tanamalwila Resthouse.
- (4) Bibile Resthouse.

L. N. DE L. BANDARANAIKE,  
Actg. Government Agent, Moneragala District.

**IN THE MATTER OF THE LATEX CORPORATION OF CEYLON LIMITED AND THE MATTER OF THE COMPANIES ORDINANCE, No. 51 OF 1938**

**Members' Voluntary Winding-up**

WHEREAS the return of the final winding-up meeting along with a copy of the Liquidator's account of Latex Corporation of Ceylon Limited has been received and registered on 28th June, 1960.

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

W. M. SELLAYAH,  
Registrar of Companies.

Office of the Registrar of Companies,  
Echelon Square, Colombo 1,  
28th June, 1960.

**NOTICE OF SALE UNDER SECTION 73 OF THE AGRICULTURAL AND INDUSTRIAL CREDIT CORPORATION ORDINANCE, No. 19 OF 1943**

IT is hereby notified that by virtue of a resolution of the Board of Directors of the Agricultural and Industrial Credit Corporation of Ceylon under section 70 of the Agricultural and Industrial Credit Corporation Ordinance, No. 19 of 1943, published in the *Ceylon Government Gazette* No. 12,036 of January 15, 1960, and in the *Times of Ceylon* of January 16, 1960, Mr. S. A. Selvanayagam, Licensed Auctioneer of Batticaloa, has been directed to sell by public auction at the spot on the 20th day of August, 1960, at 4 p.m., the property mentioned hereunder for the recovery of the sum of rupees six thousand and ninety and eleven cents (Rs. 6,090.11) with further interest on the principal sum of rupees five thousand four hundred and two and forty cents (Rs. 5,402.40) at six per centum per annum from December 12, 1959, to date of sale and costs of sale which is specially mortgaged to the Corporation by Jayathungamappanar Vyramuttu Visaladchy of No. 1, Vanniah's Street, Batticaloa, by bond No. 1303 dated November 11, 1955, and attested by K. V. M. Subramaniam, Notary Public of Batticaloa.

**Description of Property to be sold**

All that lot B of the land, called Kassinveli together with the buildings standing thereon situated at Valalavivaddai in Addalaichenai in Akkarai Pattu in the District of Batticaloa, Eastern Province; and which said lot B is bounded on the north by lot A of the same land, east by Idapallam, south by Chandavayal and on the west by Sinna Ibrahim Veli and containing in extent ten acres three roods and twenty perches (10A. 3R. 20P.) according to survey plan No. 565 dated 20th August, 1949, made by C. E. Philips, Licensed Surveyor—registered under title E 48/50 in the Batticaloa District Land Registry.

H. S. F. GOONEWARDENA,  
General Manager.

Colombo, July 2, 1960.

**PROCLAMATION**

I, Bhagirathan Ramanathan Devarajan, Acting Government Agent, Batticaloa District, in terms of sub-section (1) of section 11 of the Rabies Ordinance (Chapter 333), do hereby proclaim the whole area of the D. R. O's Division of Panama Pattu, excluding the V. H's Division of Kumuna, in the Batticaloa District.

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

B. R. DEVARAJAN,  
Acting Government Agent.

The Kachcheri,  
Batticaloa, 28.6.1960.

**Excise Ordinance Notices**

L. D.—B. 42/38/E. C. LA/F/7.  
**FOREIGN LIQUOR TAVERN RENT SALE CONDITIONS FOR 1960-61 AND SUBSEQUENT PERIODS**

BY virtue of the powers vested in me by section 18 of the Excise Ordinance (Chapter 42), as modified by the Proclamation published in *Gazette Extraordinary* No. 9,773 of September 24, 1947, I, Tikiri Banda Wadugodapitiya, Excise Commissioner, with the approval of the Minister of Labour, Industries and Fisheries, do hereby direct that the grant of the exclusive privilege of selling foreign liquor by retail under a tavern licence within any local area, during the period commencing on October 1, 1960, and ending on September 30, 1961, and subsequent periods shall until further notice be subject—

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

T. B. WADUGODAPITIYA,  
Excise Commissioner.

Office of the Excise Commissioner,  
Colombo, June 24, 1960.

**Special Conditions**

1. (1) *Privilege to be exclusive.*—

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

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

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

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

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

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

2. (1) *Period of Privilege.*—

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

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

The privilege may be granted for the local area of an individual tavern, or for the respective local areas of each tavern in a group of taverns as the Government Agent may decide.

3. *Tender Form.*—

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

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

4. *Tender Deposit.*—

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

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

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

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

(2) No person shall send in more than one tender for any one tavern, or group of taverns.

(3) Not more than five persons shall tender together or bid together for any tavern or group of taverns.

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

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

- (a) who, not being a citizen of Ceylon, does not hold a valid visa or a permanent residence permit or a temporary residence permit, covering the full period of the privilege in respect of which he tenders; or
- (b) who is not a male; or
- (c) who is the not holder of a rice ration book of the series for the time being in force; or
- (d) who is under 21 years of age; or
- (e) whose name appears on the list of defaulting contractors, or on the list of defaulters in respect of any kind of Excise licences or of toll rents, or on the list of persons precluded for other reasons from having any concern in any Government rent or contract; or
- (f) whose name is on the list maintained by the Excise Commissioner, of persons who are debarred from holding Excise licences or from securing employment under Excise licences; or
- (g) who is a criminal within the meaning of the Prevention of Crimes Ordinance; or
- (h) who at any time held a licence which has been cancelled under section 26 of the Excise Ordinance; or
- (i) who has been convicted of any offence under the Excise Ordinance more than three times; or
- (j) who has been convicted of any offence under the Excise Ordinance within the two years next preceding the date of commencement of the privilege.

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

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

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

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

**7. Delivery of Tenders.—**

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

(2) Every sealed envelope containing a tender shall—

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

**8. (1) Power to reject Tender.—**

The Government Agent may in his discretion reject any or all of the tenders received; and in the event of his or rejecting all tenders, he may call for tenders again or put up the privilege, either at once or after further notice for sale of auction.

**(2) Restriction of Bidding at Auction.—**

At such auction the following persons shall not be allowed to bid—

- (a) any person who is disqualified under condition 6, and
- (b) any other person who has not—

(i) submitted a tender accompanied by the Kachcheri receipt prescribed in condition 4, whether such tender be for the particular privilege to be auctioned or for any other privilege; or

(ii) produced the receipt prescribed in condition 4, notwithstanding his failure to submit a tender for the particular privilege to be auctioned or for any other privilege;

Provided that no person who is duly declared the purchaser of any privilege, whether by way of tender or of auction, shall use or be permitted to use the same receipt for the purpose of a tender or a bid for any other privilege, until he has completed in respect of the privilege already granted to him the steps prescribed hereinafter in condition 9 (1) (a).

**(3) Power to reject Bid.—**

The privilege shall be granted to the highest bidder at such auction: Provided that the Government Agent may in his discretion, reject any or all of the bids made at such auction.

**(4) Procedure after Rejection of all Bids.—**

In the event of the rejection of all bids as aforesaid, the Government Agent may in his discretion—

- (a) call for further tenders for the privilege for any single tavern or for sub-groups of two or more taverns included in any group of taverns, or for any combination of any parts of groups, or combination of whole groups, either at once or after further notice, and accept or reject all or any tenders so received, and thereafter put up for sale by auction the privilege for any single tavern or sub-groups or combinations as aforesaid for which the further tenders were rejected, either at once or after further notice, and accept or reject all or any bids so received; or
- (b) put up for sale by auction the privilege of any single tavern or for sub-groups of two or more taverns included in any group of taverns, or for any combination of any parts of groups, or combination of whole groups, either at once or after further notice, and accept or reject all or any bids so received; or
- (c) grant the privilege for the tavern, or group, or any single tavern or sub-group of two or more taverns included in a group or for any combination of any parts of groups, or combination of whole groups, to any person, who is approved by the Government Agent, and who agrees to pay by way of rent, such amount as the Government Agent may fix.

**(5) Procedure after Rejection of further Bids.—**

In the event of the rejection of the bids received under paragraphs 4 (a) and 4 (b) of this condition, the Government Agent may in his discretion take action under paragraph 4 (c).

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

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

- (a) decide to whom the privilege shall be given by the toss of a coin; or
- (b) put up the privilege at once for sale by auction; or
- (c) reject all the tenders and call for fresh tenders.

At any auction conducted in pursuance of this condition, no person who has not submitted a tender shall be permitted to bid.

**9. (1) (a) Security Deposit.—**

(i) Subject to the provisions of paragraph (iii) on being declared to be the purchaser of the privilege, the grantee shall at any time but not later than 4 p.m., on the day on which he is so declared to be the purchaser, sign these conditions and pay to the Government Agent as a security deposit a sum equivalent to two months' rent payable for that privilege. Such payment shall be made in cash or by cheque marked "for payment" by a bank or by that form of cheque known as a "Safety Check" issued by the Bank of Ceylon, or by a cheque drawn by a bank on itself.

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

(iii) The Government Agent may in his discretion permit the grantee to sign the said condition any pay the said security deposit not later than 12 noon on the day following the day on which he is declared to be the purchaser in the event of the

grantee being unable on account of some unavoidable or unforeseen circumstances to sign the said conditions and pay the said security deposit by 4 p.m. on the day on which he is declared to be the purchaser.

(b) *Signing of Bond.*—

The grantee shall also within fourteen days of his being declared to be the purchaser of the privilege enter into a bond, which shall be substantially in the form set out hereunder, with the Government Agent for the full amount for which he has purchased it, and he shall specially hypothecate by such bond the said security deposit. Any stamp duty payable shall be paid by the successful tenderer.

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

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

(2) *Banking of Security Deposit.*—

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

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

If the highest bid or tender under condition 8 exceeds the sum of Rs. 2,000, the grantee shall at the time of the execution of the bond as aforesaid execute, if so required by the Government Agent, a warrant or power of attorney in the form sanctioned by law, to confess judgment in any action which may be instituted against him for the recovery of any moneys due in respect of this privilege, and shall also furnish to the Government Agent within fifteen days of the date of the execution of such warrant or power of attorney a duly certified copy thereof for filing in the District Court under section 32 of the Civil Procedure Code.

(4) *Registered Postal Address.*—

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

10. *Failure to complete Purchase of Privilege.*—

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

11. *Grantee to have no Interests in Arrack and Hody Sales.*—

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

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

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

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

The grantee shall, not less than five days before the date on which the privilege commences to run, obtain from the Government Agent a licence or licences for the sale of foreign liquor by retail at the tavern or taverns within the local area covered by this privilege. The grantee shall, if he desires to sell arrack,

obtain in addition a licence as provided in condition 1 (1) (b) in respect of all or any of his taverns within the area in which the sale of arrack is permitted, and, if he desires to sell bottled toddy, shall also obtain a licence as provided in condition 1 (1) (c) in respect of all or any of his taverns within the area in which the sale of bottled toddy is permitted.

13. (1) *Payment of Rent.*—

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

(2) *Due date of instalment.*—

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

Provided, however, that—

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

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

(3) *Interest and Penalty.*—

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

The payment of interest shall not be deemed to prejudice or affect the powers which may be exercised by the Government Agent under section 53 of the Ordinance in any case in which the licence issued to the grantee is liable to be cancelled under section 26.

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

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

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

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

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

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

- (a) only in bulk;
- (b) only from the arrack tavern or any arrack tavern in the group of arrack taverns to which his foreign liquor tavern is assigned;
- (c) at a price at which the renter of the said tavern is authorized by law to sell arrack in bulk to the public;
- (d) only on a valid transport pass issued by the Superintendent of Excise;
- (e) subject to the provisions of condition 16 of form Excise A. (F. L.) 1 published by Excise Notification No. 499 in Gazette No. 10,689 of July 2, 1954.

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

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

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

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

17. *Employment of Labour.*—

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

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

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

19. *Non-transferability of Privilege.*—

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

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

If any instalment or part of any instalment of the purchase money or rent, or any duty, fee, or other sum due to the Crown from the grantee, in respect of the grant or of the licence issued to him remains unpaid after the date on which it becomes due and payable, the grantee shall be deemed to have committed a breach of these conditions and of the conditions of the licence issued to him, and the Government Agent shall accordingly have power without further process of law, either (i) to suspend or cancel the licence or licences to the grantee in pursuance of the provisions of section 26 of the Excise Ordinance, or (ii) after fifteen days notice in writing to the licensee or grantee of his intention to do so, to take the licence or grant under management at the risk of the grantee, or to declare the licence or grant forfeited and reissue or resell it at the risk and loss of the grantee in pursuance of the provisions of section 30 of the said Ordinance. Where any such action as aforesaid is taken by the Government Agent, any loss sustained by Government in consequence of such action may be recovered from moneys due to the grantee or from any one or more of them as the case may be whether on this privilege or on any other privileges or contracts between him or them and the Government or from any other money due from the Government to such grantee or grantees on any other account whatsoever.

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

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

Intimation of any order of suspension or cancellation, under the said section 26, or the statutory notice or order under the said section 30 may be served personally on the grantee, or addressed to the post office or postal address elected and signified under condition 9 (4), and duly posted, as the Government Agent thinks fit.

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

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

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

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

(3) *No Remission of Rent.*—

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

(4) *No Compensation for Losses.*—

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

- whether on account of any closing of the tavern or taverns during the passage of troops, or during the encampment of troops in the vicinity of the tavern or taverns, or during the holding of any poll or on account of the tavern or taverns being situated within or in the vicinity of any area for the time being declared to be a diseased locality under the provisions of any written law; or
- whether on account of the opening of any new arrack or toddy tavern, or estate canteen for arrack or toddy or foreign liquor, or premises licensed for the sale of country liquor or of foreign liquor under any class or kind of foreign liquor licence other than a foreign liquor tavern licence after the sale of the privilege under these conditions; or
- whether on account of the manufacture and drawing of fermented toddy on special licences issued by the Assistant Commissioner for bona fide domestic consumption on medical grounds, and not for sale; or
- whether on account of the manufacture and drawing of fermented toddy within the area or areas of the privilege hereby granted for supply to licensed manufactories in which toddy is used in the process of manufacture; or
- whether on account of the unrestricted tapping, manufacture and drawing of sweet toddy without any licence or permit; or
- whether on account of the refusal of the Excise Commissioner to issue special arrack licences in terms of condition 1 (1) (b) above; or

- whether on account of the issue of any Occasional or Special licences, described in paragraphs 14 and 16 of Excise Notification No. 218 published in *Gazette* No. 7,845 of April 17, 1931, for the sale of foreign liquor; or
- whether on account of the issue of licences for the manufacture and/or sale of other liquors within the local area or areas of the privilege hereby granted; or
- through any other cause whatsoever.

21. *Termination of Privilege.*—

The privilege shall terminate on—

- the expiry of the term for which it is granted;
- the death of the grantee; or
- a breach of any of the conditions governing the grant of the privilege:

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

22. *No Surrender of Licence.*—

The licence or licences referred to in condition 12 (2) above, being issued free of charge in pursuance of section 18 (2) of the Excise Ordinance, to implement the contract between the Crown and the grantee, shall not be surrendered by the grantee under section 28 of the said Ordinance, except with the approval of the Government Agent previously obtained in writing.

Excise F. L. 26.

## GOVERNMENT OF CEYLON

## FOR LIQUOR TAVERN RENT TENDER FORM

(Continued 3)

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

To the Government Agent \_\_\_\_\_

I/We, the undersigned, hereby tender the sum Rupees (in words) \_\_\_\_\_ (Rs. \_\_\_\_\_ cts. \_\_\_\_\_) only for the purchase of the exclusive privilege of selling foreign liquor by retail under a tavern licence within the above-mentioned local area/areas for the period of one year from October 1, \_\_\_\_\_, to September 30, \_\_\_\_\_, in accordance with your advertisement dated \_\_\_\_\_.

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

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

Witness:

- \_\_\_\_\_
- \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Reverse Side of Tender Form

Notes

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

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

3. A separate form must be issued in respect of each tavern, or when taverns are sold in groups, for each such group.

## AGREEMENT

(Condition 9 (I) (b))

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

Witnesses: \_\_\_\_\_

Grantee (s): \_\_\_\_\_

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

Government Agent.



FORM OF BOND

Reverse side of form of bond

(Condition 9 (I) (b))

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

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

Witnesses:

ADDRESSES FOR NOTICES

(Condition 9 (4))

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

Signed and dated at \_\_\_\_\_, by the said \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

\* Delete words not required.

Witnesses: \_\_\_\_\_

Grantee(s): \_\_\_\_\_

SANCTIONED LIST OF TAVERNS, 1960-61

Kurunegala District

UNDER Rule 9 of the Excise Notification No. 257 published in *Government Gazette* No. 8,042 of April 6, 1934, a list of taverns sanctioned for the rent period 1960-61, together with their hours of opening and closing, is published below for general information.

The Kacheheri,  
 Kurunegala, June 30, 1960.

J. V. FONSEKA,  
 Government Agent.

ARRACK TAVERNS

Group No.	Tavern No.	Division	Hours of Opening	Hours of Closing
1	1. Kattimahana	.. Katugampola Hatpattu	.. 8 a. m.	.. 7 p. m.
	2. Dunakadeniya	.. do.	.. 8 "	.. 7 "
	3. Yakwila	.. do.	.. 8 "	.. 7 "
2	4. Kurunegala	.. Within M. C. Area	.. 8 "	.. 8 "
	5. Mawatagama	.. Weudawilli Hatpattu	.. 8 "	.. 7 "
	6. Giriulla	.. Katugampola Hatpattu	.. 8 "	.. 7 "
	7. Narammala	.. Dambadeni— Hatpattu	.. 8 "	.. 7 "

TODDY TAVERNS

1. Giriulla	.. Katugampola Hatpattu	.. 8 "	.. 6.30 "
2. Udubaddawa	.. do.	.. 8 "	.. 6.30 "
3. Pambadeniya	.. Dambadeni Hatpattu	.. 8 "	.. 6.30 "
4. Narammala	.. do.	.. 8 "	.. 6.30 "
5. Katupitiya	.. Weudawilli Hatpattu	.. 8 "	.. 6.30 "
6. Kurunegala	.. Within M. C. Area	.. 8 "	.. 6.30 "