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THE CEYLON GOVERNMENT GAZETTE

අංක 12,219 — 1960 ඔක්තෝබර් 28 වැනි සිකුරාදා — 28.10.1960

No. 12,219 — FRIDAY, OCTOBER 28, 1960

(Published by Authority)

PART I: SECTION (I)—GENERAL

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Appointments, &c., by the Governor-General

No. 457 of 1960

G.G.O. No. C. 118/47.

IT is hereby notified that the Governor-General has been pleased, under section 58 of the Ceylon (Constitution and Independence) Orders in Council, 1946 and 1947, to appoint GINIGE CYRIL THAINE ARTHUR DE SILVA, Esquire, to be a member of the Public Service Commission with effect from 24th October, 1960, to fill the vacancy caused by the relinquishment of office by SIR ERIO JANSZ, C.M.G., Member and Chairman of the Public Service Commission, on the expiry of his term of office.

It is further notified that the Governor-General has also been pleased to nominate the said GINIGE CYRIL THAINE ARTHUR DE SILVA, Esquire, to be Chairman, Public Service Commission, with effect from 24th October, 1960.

By His Excellency's command,

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

Governor-General's Office,
Colombo, 24th October, 1960.

10—856

No. 458 of 1960

No. D/VF/33A.

ARMY—C.V.F.—COMMISSIONS APPROVED BY HIS EXCELLENCY THE GOVERNOR-GENERAL

HIS EXCELLENCY THE GOVERNOR-GENERAL has been pleased to approve the commissioning of the under-mentioned gentlemen as Second Lieutenants in the Volunteer Force of the Army and their posting to the 1st (Volunteer) Gemunu Regiment with effect from July 1, 1960.

Mr. IRWIN STEPHEN WILLIAMS.

Mr. GAMINI LAKSHMAN TAMMITA.

Mr. UPASENA WETHTHASINGHE.

Mr. NIMAL MAHENDRA TAMMITA.

By His Excellency's command.

M. F. DE S. JAYARATNE,
Permanent Secretary,
Ministry of Defence and External Affairs.

Colombo 1, 14th October, 1960.

10—657

No. 459 of 1960

No. D 3/Rect/46.

ROYAL CEYLON AIR FORCE—APPOINTMENT TO COMMISSION

HIS EXCELLENCY THE GOVERNOR-GENERAL has been pleased to approve the commissioning of the under-mentioned gentleman as a Flight Lieutenant in the Royal Ceylon Air Force and his posting to the Dental Branch of the Service, with effect from 1st October, 1960.

SHELTON TURIN ANNESLY DE MEL.

By His Excellency's command,

M. F. DE S. JAYARATNE,
Permanent Secretary,
Ministry of Defence and External Affairs.

Colombo, 12th October, 1960.

10—598

Appointments, &c., by the Public Service Commission

No. 460 of 1960

A. 49/59.

Mr. L. S. B. PERERA, Permanent Secretary to the Ministry of Industries, Home and Cultural Affairs, to act, in addition to his duties, as Archaeological Commissioner with effect from September 15, 1960, until further orders.

A 137/57.

Mr. A. W. H. ABEYSUNDERE, Q.C., to be Legal Draftsman with effect from September 6, 1959.

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

Office of the Public Service Commission,
P. O. Box 500,
Galle Face Secretariat,
Colombo 1, 24th October, 1960.

10—836

Appointments, &c., by the Judicial Service Commission

No. 461 of 1960

SUMMARY OF APPOINTMENTS MADE BY THE JUDICIAL SERVICE COMMISSION

Name of Officer	New Appointment	Effective date of New Appointment	Remarks
Mr. D. WIMALARATNE	.. Additional Magistrate, etc., Colombo	From 14th October, 1960, till order is delivered in M. C. Colombo Case 27298/A	In addition to his other duties
Mr. H. A. BASTIAENSZ	.. Additional Magistrate, etc., Matara	22nd October, 1960	.. During absence of Mr. K. D. O. S. M. SENEVIRATNE
Mr. N. M. A. WICKRAMASURIYA	.. Additional District Judge, etc., Tangalla	21st to 24th October, 1960	.. During absence of Mr. K. C. E. DE ALWIS
Mr. S. ILAYATHAMBY	.. Additional Magistrate, etc., Jaffna, at Mallakam	18th to 24th October, 1960	.. During absence of Mr. W. D. THAMOTHERAM
Mr. A. I. ABEYWICKREME	.. Additional Magistrate, etc., Kegalla	From 21st October, 1960, to hear till completion M. C. Kegalla Case 30759	—
Mr. W. A. C. SIRISENA	.. Additional Magistrate, etc., Balapitiya	21st October, 1960	.. During absence of Mr. V. T. PANDITA-GUNAWARDENA
Mr. P. G. DE SILVA	.. Additional District Judge, etc., Avissawella	21st October, 1960	.. During absence of Mr. A. D. J. GUNAWARDENE
Mr. P. N. BARTHOLOMEUSZ	.. Additional District Judge, etc., Nuwara Eliya	19th to 21st October, 1960	.. During absence of Mr. C. B. WALGAMPAYA
Mr. E. P. WIJETUNGA	.. Additional District Judge, etc., Matara	From 24th October, 1960	Until resumption of duties by Mr. G. C. NILES
Mr. C. R. DE ALWIS	.. Additional Magistrate, etc., Colombo	20th October, 1960	.. During absence of Mr. D. S. L. P. ARAYASEKARA
Mr. D. B. DIRECKZE	.. Acting President, Rural Court, Beligal Korale	14th October, 1960	.. During absence of Mr. H. MEEDENIYA
Mr. E. G. B. PERERA	.. Acting President, Rural Court, Beligal Korale	17th October, 1960	.. During absence of Mr. H. MEEDENIYA
Mr. A. SENANAYAKE	.. Acting President, Rural Court, Dehigampal Korale	14th and 15th October, 1960	.. During absence of Mr. A. B. ALUWIHARE
Mr. A. R. H. BARRIE	.. Acting Additional President, Rural Court, Gangaboda Pattu	26th October, 1960, to hear R. C. Nagoda CRM. Case 3425 N.	—
Mr. C. T. CASINADER	.. Acting President, Rural Court, Eravur Koralai	13th October, 1960	—
Mr. T. Mylvaganam	.. Acting President, Rural Court, Vavuniya South	20th October, 1960	.. During absence of Mr. S. VALEMURUGU
Mr. S. A. C. M. MEERA SAIBO	.. Acting Additional President, Rural Court, Karavaku Pattu	25th October, 1960, to hear R. C. Kalmunai CRM. Case 1193 and CVL. Case 448	—
Mr. N. S. SIVAPRAGASAM	.. Acting President, Rural Court, Eravur Koralai	1st to 5th, 7th to 11th, 14th to 19th, 21st to 26th and 28th to 30th November, 1960	—

Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, 20th October, 1960.

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

10-752

Other Appointments, &c.

No. 464 of 1960

No. 462 of 1960

No. OM. 4/1/11F (ii).

ARMY—C.V.F.—AMENDMENT TO NOTIFICATION No. 354 OF 1960, PUBLISHED IN "GOVERNMENT GAZETTE" No. 12,186 OF FRIDAY, AUGUST 26, 1960

For ' Captain F. D. WIJESINGHE, C.A.M.C.'
Read ' Captain F. D. WIJESINHA, C.A.M.C.'

M. F. DE S. JAYARATNE,
Permanent Secretary.

Ministry of Defence and External Affairs.

Colombo 1, 14th October, 1960.

10-599

THE following transfer in the Ceylon Overseas Service takes effect from the date notified:—

Mr. A. T. JAYAKODY, Grade IV of the Ceylon Overseas Service, to be Third Secretary in the Ceylon Legation in Burma with effect from 15th September, 1960, until further orders.

M. F. DE S. JAYARATNE,
Permanent Secretary,
Ministry of Defence and External Affairs.

Senate Building,
Colombo 1, 21st October, 1960.

10-779

No. 463 of 1960

No. D 33/Rect.

ROYAL CEYLON AIR FORCE—PROMOTIONS

To be Flying Officers with effect from 1st November, 1960—

Pilot Officer F. W. PEREIRA (01090)—Secretarial
Pilot Officer D. M. WICKRAMARATNE (01091)—Secretarial
Pilot Officer D. B. SIRIWARDENE (01092)—Secretarial
Pilot Officer J. L. R. GOONETILLEKE (01093)—Secretarial

M. F. DE S. JAYARATNE,
Permanent Secretary.

Ministry of Defence and External Affairs.

Colombo, 14th October, 1960.

10-656

No. 465 of 1960

THE Honourable the Minister of Industries, Home and Cultural Affairs has appointed Mrs. KAHAWALAGE DOLLY SRIYALATHA SENARATNE, to be a Notary Public throughout the judicial division of Kurunegala, with residence and office at Bingiriya and an additional office at Hettipola and to practise as such in the Sinhalese language.

10-747

No. 466 of 1960

APPOINTMENTS BY THE HONOURABLE MINISTER OF JUSTICE

Justices of the Peace and Unofficial Magistrates

Mr. CECIL E. PEREIRA to be a Justice of the Peace and Unofficial Magistrate for the Judicial District of Colombo.

Justices of the Peace

(1) Mr. R. C. PERERA to be a Justice of the Peace for the judicial district of Colombo.

(2) Mr. H. A. DE SARAM to be a Justice of the Peace for the judicial district of Kandy.

(3) Mr. M. B. BUTLER-COLE to be a Justice of the Peace for the judicial district of Colombo.

(4) Mr. L. W. PERERA to be a justice of the Peace for the judicial district of Nuwara Eliya.

(5) Mr. E. J. SAMUEL to be while holding the post of Additional Secretary, District Court of Point Pedro holden at Chavakachcheri, a Justice of the Peace for the judicial district of Point Pedro.

Officers Administering Oaths under Section 372 of the Civil Procedure Code

Mr. K. P. R. CHANDRASENA to be, while acting in the post of Fiscal's Marshal, Hatton, an officer specially authorised to administer the oaths or affirmations which are requisite to the making of affidavits mentioned in section 371 of the said Code, for the judicial division of Hatton, with effect from the 18th October, 1960.

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

(1) Mr. S. RATNASABAPATHY to act as Inquirer for Allaipiddy and Mandaitivu Divisions, Jaffna District, from the 11th October, 1960, until the resumption of duties by Mr. V. SELLADURAI.

(2) Mr. D. A. ASSALARACHCHI to act as Inquirer for the Vidane Arachchies' Divisions of Madampe, Ambalangoda, Balapitiya and Karandeniya in the Wellaboda Pattu and Welitara, Kosgoda, Uragama in the Bentara Wallalawiti Korale and Pitigala, Elpitiya and Opatha, Galle District, from the 12th October, 1960, until the resumption of duties by Mr. K. A. DE S. R. WIJESINGHE.

(3) Mr. B. A. J. CASINADER to act as Inquirer for Akkaraipattu, Batticaloa District, while acting in the post of Divisional Revenue Officer of the said Pattu, from the 13th October, 1960, until the resumption of duties by Mr. P. L. PATRICK.

(4) Mr. K. NALLAINATHAN to act as Inquirer for Wewgam Pattu, Batticaloa District, while acting in the post of Divisional Revenue Officer of the said Pattu, from the 14th October, 1960, until the resumption of duties by Mr. W. M. A. WIJERATNA BANDA.

(5) Mr. M. ABEYSURIYA to act as Inquirer for Weligama Town, Matara District, from 18th October, 1960, until a permanent appointment is made.

10—823

Government Notifications

L. D.—B. 129/47.

No. C 7/55.

THE CEYLON (CONSTITUTION) ORDER IN COUNCIL, 1946

Order under Section 61

ORDER made by the Public Service Commission under section 61 of the Ceylon (Constitution) Order in Council, 1946.

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

Colombo, 18th October, 1960.

ORDER No. 133.

The Order No. 112 dated July 23, 1958, made by the Public Service Commission under section 61 of the Ceylon (Constitution) Order in Council, 1946, and published in *Gazette* No. 11,465 of August 1, 1958, as amended by Order published in *Gazette* No. 11,659 of February 6, 1959, is hereby further amended in the Schedule thereto as follows:—

(i) in the item relating to the Kachcheries, by the omission from Column 1, of the following:—

“ Cultivation Overseers
Wewa Lekamas
Kaddu Kanganies
Store Peons
Tappal Labourers, ”; and

(2) in the item relating to the Department of Agrarian Services, by the insertion in Column 1, immediately after the words “ Spray Operators (Salvinia) ”, of the following:—

“ Cultivation Superintendents
Village Cultivation Officers
Cultivation Overseers
Wewa Lekamas
Tappal Labourers
Store Peons
Kaddu Kanganies. ”

10—788

L. D.—B. 33/44.

No. 34/2/11 (AC).

THE ESTATE DUTY ORDINANCE

Regulation under Section 76

REGULATION made by the Minister of Finance under section 76 of the Estate Duty Ordinance (Chapter 187), as modified by the Proclamation published in *Gazette Extraordinary* No. 9,773 of September 24, 1947, and approved by the Senate and the House of Representatives under the said section 76, as so modified.

FELIX R. DIAS BANDARANAIKE,
Minister of Finance.

Colombo, October 20, 1960.

REGULATION

The Estate Duty (Payment by Surrender of Government Stock) Regulations, 1944, published in *Gazette Extraordinary* No. 9,284 of June 19, 1944, as last amended by regulation published in *Gazette* No. 11,828 of August 7, 1959, are hereby further amended, in the Schedule thereto, as follows:—

(a) by the addition, immediately after item 54, of the following new items, the several particulars contained in each such item being entered in the appropriate columns in that Schedule:—

“ Column I	Column II
55. Ceylon Government 3½% Loan 1980-84 issued at par ...	—
56. Ceylon Government 3½% Loan 1980-84, ‘ B ’ Series, issued at par ...	—
57. Ceylon Government 3½% Loan 1975-79, issued at par ...	—
58. Ceylon Government 3½% Loan 1976-80, issued at par ...	—
59. Ceylon Government 3½% Loan 1976-80, ‘ B ’ Series, issued at par ...	—
60. Ceylon Government 3½% Loan 1976-80, ‘ C ’ Series, issued at par ...	—
61. Ceylon Government 2¾% Loan 1965-67, issued below par ...	100 ”; and

(b) by the omission of the following items, the several particulars contained in each such item being deleted from the appropriate columns in that Schedule:—

“ Column I	Column II
18. Ceylon Government 3% War Loan 1959-69, issued at par ...	—
21. Ceylon Government 2½% Victory Loan 1955-60, issued at par ...	—.”

10—854

No. 546E 278/37 DA.

THE MINUTES ON PENSIONS

IN pursuance of section 2 of the Minutes on Pensions, it is hereby notified that every holder of the post of Botanist in the Agriculture Department is entitled to pension with effect from the date on which he is appointed to such post.

S. F. AMERASINGHE,
Secretary to the Treasury.

General Treasury,
Colombo, 17th October, 1960.

10—652

Mr. Wanniachchi Kankanange Chandrakumara Wijaya Guna-wardane, a notary practising in the English language within the judicial division of Matara, has been authorized by the Honourable the Minister of Industries, Home and Cultural Affairs to practise as a notary in the Sinhalese language also within the said judicial division.

10-746

No. C/I. 517.

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 United Engineering Workers' Union, 123, Union Place, Colombo 2, and Messrs. Richard Pieris and Company Limited, No. 69, Hyde Park Corner, Colombo 2, 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. ABEYWIRA,
Deputy Commissioner of Labour.

Department of Labour,
Colombo, 20th October, 1960.

No. C/I. 517.

In the matter of an industrial dispute

between

The United Engineering Workers' Union,
and

Messrs. Richard Pieris & Co. Ltd., Colombo.

The Award

This award is made under section 17 of the Industrial Disputes Act, No. 43 of 1950, (as amended by Acts Nos. 25 of 1956, 14 and 62 of 1957), referred to hereinafter as "the Act". It deals with an industrial dispute between the United Engineering Workers' Union and Messrs. Richard Pieris & Company Limited, Colombo. These parties will in this award be called "the Union" and "the Company" respectively.

2. The Acting Commissioner of Labour, in terms of section 16 of the Act, on 12.8.60, set out the matter in dispute between the Union and the Company thus:—Whether the proposed dismissal of Mr. N. W. E. Charles of the Company is justified, and to what relief he is entitled.

3. An Order also dated 12.8.60, and made under section 3 (1) (d) of the Act has been forwarded to me by the Acting Commissioner of Labour for settlement by arbitration, to which Order has been appended—

- (a) the statement of the matter in dispute as specified in paragraph 2 above;
- (b) an agreement dated 10/11.8.60, signed by Mr. Sanmugathasan on behalf of the Union, and Mr. Richard Pieris on behalf of the Company, to the effect that both parties—
 - (i) consent to the reference of the aforesaid dispute to an arbitrator who shall be appointed by the Acting Commissioner of Labour;
 - (ii) agree that the evidence tendered before Dr. R. W. Crossette-Thambiah (who has since resigned from the Panel to which he had been appointed by His Excellency the Governor-General under section 22 (1) of the Act) be treated as evidence before me.

In referring to Dr. Crossette-Thambiah hereinafter I shall use the term "the Arbitrator".

4. The earlier Order made under section 3 (1) (d) of the Act, in execution of which the reference of the aforesaid dispute had been forwarded to the Arbitrator, is dated 14.7.59. Action has been taken in accordance with section 17 (1) of the Act, all such inquiries as had been considered necessary made, and evidence tendered at 29 sittings ranging between 29.9.59 and 29.7.60. According to the record that was transmitted to me on 17.8.60, the Union had been represented by Mr. N. Sanmugathasan, its Secretary, Messrs. Desmond Fernando and Stanley Tillekeratne and Miss Wickremasinghe. The Company had retained Messrs. G. E. Chitty, Q.C., Advocates Carl Jayasinghe, R. Yogarajah and Sivrajah. At every sitting the parties had been duly represented.

5. The Arbitrator was invited to decide on the question relating to the burden of proof. At the conclusion of the arguments he held that the Company must begin. I am regretfully constrained to say that I am not in accord with his view thus expressed:—"This is a special case in which the dismissal has not come into effect; it is the proposed dismissal and I think in a matter of arbitration which the management proposed to dismiss an employee it is for them to convince me that their proposal to dismiss the employee is justified and I would ask

the management to open the case". The inquiry proceeded in accordance therewith. The question of onus of proof is not without importance. It was re-agitated and a ruling sought in the concluding addresses. It is correct that the expression of my opinion alters the complexion of this award in one respect alone, viz., the Company had been handicapped in beginning when they need not have done so. I shall not permit the advantage thus gained by the Union to colour the findings on the facts, as this ruling was taken, with propriety, and the Union cannot be held responsible for it. I would like, however, to make it clear at once that I am in no wise disposed to disturb the recognised principle laid down by our Industrial Court in this connection, beginning with I. D. 14 (the Miss Janson case) and others that have followed it. The principle set out in I. D. 14 is that the party assailing the *bona fides* of the employer (which is presumed) must discharge the burden, and there is as far as I can make out no circumstance in the present case that would warrant a deviation from it. As a general rule, in the case of retrenchment (such as this is not) the burden is on the management, within whose peculiar knowledge would be the reason for retrenchment. In I. D. 14 the *bona fides* of Messrs. Hoare & Co. in effecting retrenchment was not challenged, and for that reason the burden shifted to the Union. The other instance where the management has to begin is where reasons for the dismissal are not made known to the dismissed employee. Such reasons would, once again, be within the peculiar knowledge of the Company. It would be idle on Mr. Charles's part to pretend that he was unaware of the reasons for his proposed dismissal because he had actively participated in the domestic inquiry at which he was in the clearest possible manner apprised of the charge he had to face then. This is the identical charge against him in these proceedings. Further, it is also an accepted principle that where a proper inquiry had been held (as here, on Mr. Charles's own admission and on Mr. L. V. Guneratne's evidence) the employee has to begin. To my mind the fact that this case is unique in the sense that all the other matters that had come up before these courts had dealt with employees already dismissed cannot affect the principles applicable to the burden of proof. Although it may be a fascinating point that lends itself to debate, it is of academic interest only. In his concluding address Mr. Sanmugathasan cited an award dated 9.7.59 in W. 105/107, an arbitration referred to an arbitrator of this court, the parties being the Lanka Estate Workers' Union and the Manager of Strathspey Group, Upcot. In that case a labourer at an inquiry was found guilty of having stolen an estate latrine door. He was served with notice on 16.11.57 of the proposed termination of his services on 15.12.57. That Arbitrator held that the onus rested on the management to prove that he committed this offence. It is not on all fours with the one I am dealing with inasmuch as the inquiry does not appear to have been a "domestic inquiry". That makes all the difference. The argument of the Union was that it is not seeking to alter the "*status quo*" of Mr. Charles and has therefore no obligation to take upon itself the onus of beginning the proceedings. If this in fact is so, the argument may be sound. It is said that Mr. Charles still remains an employee of this Company as he is paid his full salary until the signing of this award has taken place. It was taken a step further, viz., there is no demand for reinstatement as he has not been actually dismissed. It should be remembered that Mr. Charles is under interdiction and as such one against whom disciplinary action has been taken. The Company would have dismissed him on the finding of guilt by the domestic tribunal, but it stayed its hand merely to avert the discomfiture of a strike. He is not allowed to work in the premises. Mr. La Brooy in his evidence stated that Mr. Richard Pieris said to him—"Once a man is guilty, he did not like to keep him in the workplace." But as a compromise he was given full pay leave. What then is his *status quo*? Surely it is that which he enjoyed as a worker who is paid his full salary for doing work in the workplace. This is precisely what the Union is striving to get for him. The second part of the reference reads:—"and to what relief he is entitled". Is it the position of the Union that this excludes reinstatement? The privilege accorded to him of receiving full pay without work in these circumstances does not absolve him from discharging a burden enjoined upon him by law. Such a suggestion is unacceptable. In short, today he is under interdiction. That is his status at present. He wants to get back to his post and work for his pay. That is really his *status quo, ante* which the Union wants for him. In this view of the matter I cannot see how this argument can avail Mr. Charles. I think this is one of the clearest cases in which the onus of proof rests on the Union.

6. The Company called Messrs. A. C. S. Hamid (a customer), M. M. Haniffa (his chauffeur on 25.5.59), Sri Lal Peiris (Assistant Works Manager), O. M. F. Senaratne (Works Manager), E. G. B. Calyanaratne (Security Officer), S. Albert (car driver of Mr. Percy Peiris), S. D. P. Perera (a baas and member of the Executive Committee of the parent Union), and L. V. Gooneratne (one of the two who held the domestic inquiry) in that order. The Union led the evidence of the following:—Messrs. N. W. E. Charles (monthly-paid electrician, President of the branch union and Vice-President of the parent Union), S. Naran-soda (private radio technician and motor cycle repairer), P. de S. Wijeratne (*quondam* Works Manager), R. H. Gunadasa (mechanic and acting committee member of the Union), K. Piyadasa (electrician and Union member), G. I. Perera (a baas and Vice-President of the branch Union), R. Dias (a dismissed employee and Union member on 25.5.59), H. T. Peiris (mechanic and

Union member), Pieter Keuneman (committee member of the parent Union for several years), and K. Piyadasa Perera (a retired mechanic) also in that order.

7. When these proceedings commenced on 29.9.59, an attractive argument appears to have been adduced by Mr. Chitty, viz., in the event of the Arbitrator holding that the internal fact-finding inquiry had been duly conducted in regard to Mr. Charles's conduct, it would be unnecessary to hear the evidence *de novo*, particularly as both parties had agreed to and in fact participated in such proceedings. This particular internal inquiry came up before two independent arbiters and is thus shorn of even the semblance of inequity that may be said to attend a similar inquiry heard by a security officer of the Company who is paid by it and against whom an accusing finger may be pointed that for that reason he is likely to be prejudiced. Moreover, in the case of domestic inquiries that have preceded references to the industrial court or to arbitration, the workman is not allowed to be represented, and the point may be taken and indeed has been taken in some cases that he is at a disadvantage when pitted against educated and trained inquisitors. But in this instance Mr. Charles had the privilege of the services of Messrs. Samugathasan, Stanley Tillekeratne and D. Henry. Legal considerations apart, the underlying idea was to obviate duplication of work and a consequent protraction of proceedings. An agreement (marked 'A.1') reached on 27.5.59 at a conference held under the aegis of the Labour Department with Mr. I. D. B. La 'Brooy in the chair, contains the following passage:—"If at the end of the inquiry Mr. Charles is found guilty of the offence for which he is charged, the recommended penalty will not be imposed without the right of appeal by the Union to the Labour Department for arbitration". On the face of this it seems to me as plain as a pikestaff that leading of evidence afresh could not have been envisaged when the agreement was entered into. If Mr. Charles had been found not guilty the matter ends there. Hence the "right of appeal" referred to in 'A.1' can relate only to the question of penalty. The functions of the Arbitrator were thus confined within a narrow compass. He had to satisfy himself that the internal inquiry had been conducted by a duly constituted body on proper lines in accordance with the accepted tenets of industrial law without infringing the rules of natural justice. If so satisfied he has to decide if the proposed penalty is commensurate with the offence committed. The matter, however, did not rest there, for a second agreement (marked 'A.3') was arrived at after a discussion at a conference, also presided over by Mr. La 'Brooy. This conference was held in order to stifle a strike that had begun at 1 p.m. on 26.5.59 as a result of Mr. Charles's suspension the previous evening. On 27.5.59 this letter of interdiction was re-called and the strike called off on 1.6.59, synchronising with the opening of the domestic inquiry. It is said that a confusion of thought had arisen in the mind of the Union about the interpretation of the phrase "right of appeal" used in 'A.1'. The Union had construed it to mean "right of re-hearing". The interpretation placed on this phrase by the Company that the legal concept of an "appeal" was different appears to have been presented by Mr. Richard Pieris to Mr. La 'Brooy, who intimated to him thereupon that the practice, as far as he was aware, in arbitration proceedings was to lead evidence *anew*. That Mr. Pieris accepted this position has been testified to by Mr. La 'Brooy. Mr. Pieris then consented by way of compromise to allow Mr. Charles to be on full pay leave without working in the premises until the date on which this award is signed, presumably in the pious hope that the matter would be determined expeditiously—an expectation which an ill-fated concatenation of events has conspired to belie. On Mr. La 'Brooy's evidence this fresh inquiry was begun.

8. On 20. 8. 60 when the matter came up for hearing before me for the first time, the appearances remaining unchanged, the parties agreed to my suggestion that the evidence taken at the domestic tribunal before Messrs. L. V. Gooneratne and A. F. R. Gunawardena be not read into these proceedings. This, I thought, would be the fairest course to adopt in the interests of Mr. Charles whom they had found guilty. These two gentlemen selected by the Company had no interest, financial or otherwise, in it. I have scrupulously refrained from directing my mind to anything that may have transpired at that inquiry. Such extracts of the evidence led before that body as appear in the present record have been completely disregarded by me in arriving at my decision. Contradictions in the evidence given by witnesses on both sides arising from their testimony in the two places have been obliterated from this record, and taken not have been made at all. I have not read a word of the proceedings of that internal inquiry.

9. One Mr. K. Piyadasa Perera was called by the Union which closed its case on 20. 8. 60. I recalled Mr. O. M. F. Senaratne in order to enable him to meet this evidence which reflected on Mr. Senaratne's probity as a witness. By agreement between the parties Mr. Chitty addressed me first. September 3rd and 8th to 10th were the dates on which I heard the concluding speeches on both sides. At the address stage Mr. Advocate Lakshman Kadirgamar also appeared on behalf of the Company.

10. The Company having taken over from the Ford Motor Company of India in 1953, or so, does the business of repairing motor vehicles on an extensive scale. In the light of the evidence led it would be relevant to describe the procedure adopted in its repair workshop whenever a minor adjustment has to be effected.

Mr. Sri Lal Peiris's evidence on this point can be relied on for the purpose. When a customer brings a car for repairs the foreman (or in his absence a chargehand or baas) is empowered to open a repair order, familiarly called a R. O., which he and the customer sign. This is the general rule applicable to customers and the company's employees alike, with the difference that in the latter case a foreman does not open a R. O., but an officer senior to him, such as the Works Manager himself or his Assistant does so; and a Company employee, according to Mr. Wijeratne, gets a concession rates. In regard to the writing of a R. O., it was put to Mr. Sri Lal Peiris that when his Ford Consul EN. 1539 was brought by one Mr. Wijetunga who had purchased it to fit up a head-lamp bulb, Mr. Charles was asked to do it without opening a R. O. Mr. Sri Lal Peiris said he did not remember this. No could he recollect a complaint that the driver of a car belonging to Nagindas Company was trying to remove the park lamp from another car. He did not recollect that he had on a previous occasion instructed a park lamp of a C. T. B. car to be replaced by the lamp of another C. T. B. car. However, that may be, there is no evidence that by 25. 5. 59, the regulations were not being strictly complied with. Even in the case of a trivial job costing only a couple of rupees the rule about a R. O. applies. If, however, what has to be done is a minor adjustment not needing the replacement of a part to be purchased from the stores (situated outside the workshop), the R. O. may be dispensed with. In such event, the foreman or his *locum tenens* asks the mechanic to look into it and report back if a replacement is necessary. Not reporting back after examining the vehicle is an irregularity. If a car light refuses to function, the electrician has to switch on the lights to find out if the bulbs are working, and if one bulb does not function he must examine the connections. If the connections are in order, the lamp should be dismantled in order to detect a probable fuse. The important point is that the electrician must report back to the person who ordered him to look into it. At the time the electrician has concluded his examination if that particular foreman or baas is not present, the report must be made to an officer higher in rank than a foreman. If a bulb needs replacement it is none of the electrician's business to do the replacing without reporting back the need for such replacement. Even if a customer brings with him his own bulb, that fact should be brought to the notice of the management. Whenever there is a rush of work it is permissible to request the customer to purchase a bulb himself from the stores. An electrician cannot take money from a customer to buy a bulb for him from the stores. If for any reason he does so, he should hand over the receipt to the customer. After such a job has been attended to, the customer should obtain a gate pass which has to be signed by the Works Manager or his Assistant. To take money from a customer to buy a bulb is at the most an irregularity, but to supply thereafter a used bulb is by all standards sheer dishonesty. Mr. Charles himself is of the same opinion.

11. Mr. Hamid of Thihariya, is a dealer in copra at Alawwa, doing this business mainly with N. M. Marikkar and Company and S. A. Appuhamy. He brought his Ford Prefect car 2 Sri 2494 (purchased on 1. 10. 58), for a minor repair to the Company garage on 25. 5. 59, a Monday. His car which averaged 2,000 miles monthly used to be periodically serviced at the Company once or twice a month. His evidence is that the only reason for bringing the car on this day was that the right-hand side flashing light was not working from a day or two earlier. Mr. Haniffa who drove the car on this date stated that he had been directed never to dismantle any part of the car himself and he had therefore not done so. In the course of an inexorable cross-examination it was put to Mr. Hamid to test his credibility that his income was mainly derived from the ownership of two bucket shops (one at Alawwa and the other at Godawela, his driver's village home) and that he was commonly known as "bookie nana". He refuted these suggestions but admitted patronising bucket shops in Colombo, closely associating with one Anis Camball from whom he obtained "tips" for horse racing, and passing on "fancies" to those who asked of him, including Perera Baas (Mr. S. D. P. Perera). He admitted that he gave his private car for hiring purposes to another, which side line supplemented the income from his copra business and enabled him to pay his monthly commitment of Rs. 913, to the Alliance Finance Company. This sum of Rs. 913 represented Rs. 413 on the car in question and Rs. 500 on a car bought later with the help of a loan of Rs. 2,750 from a relation. He paid no income tax. There is a discrepancy between his evidence and that of Mr. Haniffa about the income derived from hiring his car, but that is a contradiction of little significance. His copra business was carried on in partnership with a relative of his. Maintenance of the car cost him Rs. 200 a month for petrol and oil, exclusive of the driver's salary of Rs. 50. His family comprised, his wife, of indifferent health, and five children, the eldest boy being 14 years, of age and boarded in a Colombo school. He paid his only servant Rs. 5 a month. He said he did not keep accounts meticulously but kept count only of credit transactions as his business was not a large concern. He confessed that he was not the type of man to bother about preserving small bills or receiving back a trivial balance of 25 cents which he did not really mind foregoing. In short, he was not the strict business man who cared to remember every copper that left his pocket. From a strict business angle this may be unorthodox, but fortunately such an attitude is not uncommon even in the best business circles. Had his car been serviced this day that job would have started at 11 a.m. and it is unlikely that by 11.45 a.m. he could have gone to the Company garage to get a new bulb fitted. He distinctly remembered that 15 minutes or so after he had entered the workshop the lunch bell rang. Mr. Haniffa thinks that it would be 11.40 a.m. when

he took the car to the garage. Anyway it is the subsequent sound of the bell that enabled them to fix the time of their arrival, and one can fake it as about correct. Much was made of the fact that Mr. Hamid could not remember definitely if his car was serviced that day. I do not consider this an item of evidence that is going to help me to decide the main issue, although it may have some relation to an alleged plot hatched that morning or earlier. It is a point anybody may genuinely forget. The Union could have summoned the Service Manager of the Company to produce the book that would have clarified the position. No such thing was done. The suggestion was made that Mr. Hamid had arrived earlier on the Company premises and thus had time to plot with Perera baas whom he know well and Mr. Albert against Mr. Charles. This can be ruled out as improbable particularly as Mr. Charles's own evidence is that he did not know Mr. Hamid before this and that there is no reason for Mr. Hamid or Mr. Haniffa to put him in trouble. Whether Mr. Hamid was a patron of bucket shops, a dodger of income tax, a hirer of a private car against regulations or a clumsy hand at business is not the point. The issue is quite different. Did Mr. Charles take money from him to buy a new bulb for the car, and thereafter fit a used bulb instead? Was this used bulb supplied by him or by the driver?

12. According to Mr. Hamid when he took his car on this date to the Company workshop he told Perera baas about the defect in the indicator lamp, whereupon the latter asked Mr. Charles to see what was wrong. Mr. Charles informed Mr. Hamid that the bulb was burnt. (His duty was to have so reported to Perera Baas, as well.) In answer to Mr. Hamid about the price of a new bulb Mr. Charles said it was Rs. 2.75. At this time Mr. Hamid was standing by his car and Mr. Haniffa was on the other side. Mr. Hamid was in the act of handing over Rs. 3 in two currency notes to Mr. Haniffa over the bonnet of the car when Mr. Charles himself took this money and went in the direction that could have taken him to the stores. In ten minutes he returned with a bulb, fitted it, adjusted the wires, and on switching on the light found that the light came on. Mr. Charles says that he had to shake the lamp for this purpose. Mr. Hamid asked Mr. Charles if a gate pass was needed and was told that if a responsible person is informed that only a bulb was fitted he would be allowed to leave. Mr. Haniffa was then ordered by Mr. Hamid to turn the car gatewards while he himself walked in that direction. He told Mr. Sri Lal Peiris that a new bulb was fitted whereupon he was asked for the receipt. Mr. Hamid replied that the man who fitted the bulb would be having it as it was he who procured the bulb. He gave a description of Mr. Charles whose name was unknown to him at the time. Mr. Sri Lal Peiris acting on this description shouted out to Mr. Haniffa to halt the car and also shouted for Mr. Charles as he himself walked towards the tap (followed by Messrs. Hamid and Haniffa) at which Mr. Charles was washing his hands. Mr. Charles came up, and on being asked where the receipt was said he did not know, turned to Mr. Haniffa and asked him for it, adding that it was Mr. Haniffa who had brought the bulb. Mr. Haniffa instantly replied: "How could I have the bill when you are the one who bought it?" It is admitted that Mr. Senaratne was present at the time this conversation took place, and he states that Mr. Haniffa "was rather stunned" when Mr. Charles alleged that it was Mr. Haniffa who had supplied the bulb. After Mr. Haniffa had accused Mr. Charles to his face of having brought the bulb, the latter went away. Quite a disproportionate volume of evidence was led in regard to the mode of his departure. Messrs. Sri Lal Peiris and Charles said that he (Mr. Charles) walked, the former that he went in the direction of the cycle park and the latter that he went towards the exit. Messrs. Haniffa, Hamid and Albert stated that he went off on a motor cycle. Mr. Narangoda was called by the Union to establish that Mr. Charles' motor cycle was under repairs on this date at Kirillapone. This witness admitted that Mr. Charles had been to his place and asked him to give evidence to the effect that he repaired Mr. Charles' motor cycle. He confessed that he relied on Mr. Charles' memory about the date and not on his own. He kept no records himself. The evidence of a witness of this type is totally worthless. Whether Mr. Charles went on a motor bicycle or on foot, the point is that he left without further protest when he was accused to his face of dishonest conduct. Was he so hungry that he did not care to watch the developments of an accusation which, if proved, might cost him his job? The Union argues that he went off as he could serve no useful purpose by staying back. He was not asked to stay by anybody. The Company states that he was not asked to go either and that if he stayed behind there might have been a chance of clearing it up, but by going away nothing could have been accomplished. Was the reason for this sudden exit the probability of being able to contact Mr. Hamid who might leave the premises soon thereafter? Was this the normal reaction of one falsely accused of committing something more than an irregularity? Mr. Senaratne then and there decided that an inquiry should be held. He kept back Messrs Hamid and Haniffa during the recess, providing them with workmen's lunch, contacted the Security Officer, Mr. Calyanaratne, who arrived at 1 p.m. on the spot and recorded the statements of Messrs. Hamid, Haniffa, Charles, Perera Baas, Sri Lal Peiris and Senaratne. The passing of money is testified to by Messrs. Hamid and Haniffa but denied by Mr. Charles. At 1.15 p.m. Messrs. Senaratne and Sri Lal Peiris asked Mr. Charles to remove the bulb he had fitted and it was found to be a used bulb. Mr. Charles admits that this was so.

13. Merely because Mr. Hamid's evidence that he gave Rs. 3 has been corroborated by his own driver, and Mr. Charles' denial stands by itself, one should not rush to the conclusion that Mr. Charles is uttering a falsehood. The probabilities must be considered. Mr. Charles admits that neither of these two had any reason to implicate him falsely. He says that this was done at the instigation of some members of the Company who are ill-disposed towards him. He exculpates all the Directors of this charges as well as Messrs. Senaratne and Sri Lal Peiris. He inculpates Mr. Albert, whom he describes as a noscyparker who in 1954 or 1955 had argued with him about the forming of a branch union and sneaked against him to Mr. Percy Peiris in 1956 or 1957, as a result of which Mr. Charles had been warned. Mr. Charles says that Mr. Albert is an anti-unionist who engages himself in a campaign of espionage; in short, that he is the villain of the piece. Later on I shall be dealing with the question of a conspiracy against Mr. Charles on which a spate of evidence has been led. I have not had the advantage of seeing any of these witnesses as they testified and thus have been deprived of applying the valuable test of the eye which enables one to assess the evidence, taking into account the demeanour of the witnesses in the box. This is a disadvantage that can redound to the detriment of neither party because I did not see any witness at all, be he a Company witness or a Union one except Messrs. K. Piyadasa Perera and Senaratna. Therefore I have read what has been recorded with extraordinary care in order to be able to visualise the particular stages at which they might have departed from the truth. It has indeed been a tremendous mental experiment in the exercise of which I have resolved any point that could possibly have accrued to the benefit of Mr. Charles, in his favour. The impression created in my mind from this process is that neither Mr. Hamid nor Mr. Haniffa had at any stage retracted from their position that it was Mr. Charles who had brought the bulb and not Mr. Haniffa, and that Mr. Charles did take Rs. 3 from the hands of Mr. Hamid. In all matters of evidence the statement made at the first opportunity is of utmost importance. In this instance within a few minutes of the fitting of the bulb Mr. Hamid told Mr. Sri Lal Peiris that it was Mr. Charles who brought the bulb. It must be noted that this was in answer to a question put to him. It was not a voluntary bit of information by way of complaint in order to implicate Mr. Charles, as might have been the case if Mr. Hamid was an agent of one of the conspirators against Mr. Charles. If Mr. Hamid was speaking the truth Mr. Charles should have had the receipt with him. But he could not possibly produce it as he did not have it, for the simple reason that a new bulb had not been purchased from the stores. On Mr. Charles' own admission he left the car on two occasions—once to get a screw-driver and again to bring a box-spanner. Mr. Hamid did not leave the garage nor did Mr. Haniffa. Did Mr. Charles have the opportunity to fetch a used bulb or not? If so, from where? Mr. Sri Lal Peiris' evidence is that Mr. Charles had no locker to which he could have had access during working hours. Perera Baas states that the keys to the lockers are with the watcher, but does not know if Mr. Charles has a private locker. Mr. Charles says he has no private locker. I hold that the bulb was not brought from a locker. It is said that the Company has not shown from where it was brought. I do not think it was incumbent on the Company to prove from where it had been brought. I cannot hold that because the Company did not so prove, the evidence of Mr. Charles that the driver gave it to him is true. Did Mr. Charles make use of either of these two trips to fetch a used bulb? If Mr. Haniffa had given him a second-hand bulb, was it not his duty to have complained to Mr. Hamid that his driver was offering him a bulb to be fitted to his new car? Was he not bound by the Company regulations to bring that fact to the notice of the Company? As a qualified electrician who had joined in 1951 or 1952 with the experience gained at Messrs. Brown and Company behind him, was he not able to detect that the bulb was a used one even by holding it to the light as the evidence is that the filament was so burnt that even after fitting it the light worked only after a jerk? Did he, along with Mr. Haniffa contrive to deceive Mr. Hamid? Is it likely that a customer unknown to an electrician would be the best target for deception? And lastly when confronted with the allegation that it was he who furnished a secondhand bulb, would he react with such complaisance as he displayed when he made a beeline for his lunch instead of staying behind? These are the questions that have to be answered in arriving at the truth.

14. On the evidence led by the Company three major points have been raised in the process of cross-examination, and this is an appropriate stage at which to deal with them. First, why had not Mr. Charles been searched then and there? The Company's answer to this is two fold: Supposing two notes of these denominations had actually been found on his person, what proof is there that these were the identical notes taken from Mr. Hamid? They were not marked currency notes, as they would indeed have been if this was part of a plot. Again, if all the workmen on the premises at the time, including Mr. Charles, had been searched, might it not have lit a spark of indignation and perhaps eventually resulted even in strike action? There is yet another reason for not searching. On two occasions, Mr. Charles left the car and there was opportunity for him to have changed them into silver or otherwise divested himself of the whole or part of the Rs. 3. The second point was that it

was the first time in the annals of the Company's business that two customers were entertained to lunch during the interval within the premises. As it turned out this happened to be a very wise move as it had the salutary effect of preventing anybody (not excluding Mr. Charles himself who had left for lunch to the boutique opposite) from tampering with them if they did go out. Furthermore, they might not have returned that day had they been permitted to leave because to them an inquiry was of far less consequence than to the Company, and the promptness that attended the Security Officer's investigation would have been absent. The third point was that Perera Baas could have asked either of the two Edwins, both electricians present at the time, to attend to that car instead of selecting Mr. Charles for the purpose. The suggestion obviously is that this was in pursuance of a plot. Perera Baas's answer was that Mr. Charles was closest to him and attending to a major repair in another car. Whenever a customer brings his car for a minor adjustment, the normal practice is to disturb for a while the workmen effecting a major repair and get the small defect looked into. The reason for this is to avoid delaying customers whose cars need minor adjustments and who would otherwise have to wait until major repairs to other cars have been completed. One can just imagine the chaos that would take place if several customers queue up for hours on end to get just a small matter taking a few minutes attended to. All these three points to my mind are not formidable enough to assail the version of the Company with anything like pungency.

15. I shall now set down Mr. Charles story. On this date he had been entrusted with a repair to the petrol tank and wind-screen wiper of another car. While he was dismantling the former, Perera Baas asked him to attend to Mr. Hamid's car. On protesting about interruption of his work he was told "Charles, do the job somehow or other; he is a friend of mine". Mr. Charles went to the car and asked Perera Baas what was wrong with it, and the latter told him that the light did not work. At Mr. Charles's request the driver put on the switch but to no effect. Mr. Charles placed his hand underneath and meddled with the wire to detect the fault. The bulb came into his hand with the holder. He taxed the driver with having dismantled the lamp in this new car. Then the driver told him that the bulb was defective. Mr. Charles examined it, found it broken, gave it to the driver and went to the other car to get a screw driver with which he extracted the frame. When he brought the screw driver Mr. Dias came running to him and said, "If this is a suitable job, do it; if not don't." At this time Mr. Albert "and others were talking." Mr. Charles paid no heed whatever to this warning but proceeded with his work. He told the driver that a new bulb was needed and went to the stores to get a box spanner with which he completed the job of dismantling. The driver gave him a bulb which he fitted. He fixed this to the holder when Mr. Sri Lal Peiris turned up to detail him to attend to another job. Mr. Charles said he was changing a bulb and was asked to hurry up with it. Mr. Charles did not test the bulb but asked the driver to put on the light. Mr. Sri Lal Peiris himself did that for him. When it did not light Mr. Charles took out the bulb and found that it was a used one. He told the driver so who responded with a grunt "Hummm". At this time Mr. Sri Lal Peiris was by the steering wheel and could have heard this. Mr. Hamid was a little away from the car. After being shaken about the bulb lighted. Mr. Charles fixed it and replaced the frame. In reply to the driver Mr. Charles said the job was over. Mr. Dias turned up a second time and pulled him by the shirt to say that Messrs. Albert, Sri Lal Peiris and Hamid were "moving about the place." Mr. Hamid asked how to get out, Mr. Charles told him to inform either Mr. Sri Lal Peiris or Perera Baas. The car started towards the gate and Mr. Charles went to the stores to return the tools after which he went to a tap. While he was washing his hands he was called up by Mr. Sri Lal Peiris and asked for the receipt. He was told that Mr. Hamid had said that he (Mr. Hamid) had given Mr. Charles money for the bulb. Mr. Charles denied this and accused the driver of having brought a secondhand bulb. As nothing further was asked he waited two or three minutes and walked to the opposite boutique to take his lunch.

16. The probabilities of the above version must be considered. It is significant that not one question was put to Mr. Sri Lal Peiris in cross-examination that he had (a) actually seen Mr. Hamid's car being attended to (b) himself switched on the light, and (c) been near the steering wheel when Mr. Charles told the driver that the bulb was a second hand one. In regard to Mr. Dias' first warning, Mr. Charles said in cross examination that he did not thank Mr. Dias but merely said "Good". Very soon thereafter he corrected himself by saying that he did thank him, but was not at all perturbed although on an earlier occasion some hidden enemy of his had tried to implicate him falsely by introducing three or four electric starter brushes into his tool bag. Mr. Dias story of his second warning is of utmost importance. According to Mr. Charles it was after the job had been finished, i.e., close on 12 noon. But, Mr. Dias is sure that it was at 11.45 a.m. by the timekeeper's clock. Mr. Dias stated that he delayed about ten minutes when the lunch bell rang, and he was on his way back to the alignment bay. I hold that there was no warning as spoken to by Mr. Charles or Mr. Dias. It must be remembered that Mr. Dias is now a dismissed employee with a bad record during his work

under the Company, having been warned more than once for various faults and it is not surprising that he is prepared to give any evidence that would embarrass the Company executives. Again, about the passing of money Perera Baas's evidence is that Mr. Hamid had told him that he had given money for the bulb when he was asked to buy a new bulb himself as there was little time left before the interval. Mr. Albert's evidence is to the same effect. Mr. Calyanaratne's unchallenged testimony is that it was only when Perera Baas was questioned for the second time on 26.5.59 that he said so. Perera Baas's explanation is that he had pity on Mr. Charles and did not volunteer this in the first statement. As a matter of fact he had to be asked about it on the next day before he came out with it, and according to Perera Baas he divulged it with reluctance. I have reason to believe this explanation because Mr. Charles was so friendly with Perera Baas that when Mr. Dias warned him he said that there can be nothing wrong as it was Perera Baas who had asked him to do this job.

17. Mr. Charles, as President of the Branch Union since its inception in 1953, and Vice President of the Parent Union, quite naturally participated in Union activities. As a high union official in addition to being a workman since March 1960 the Company accorded to him privileges, one of which was to leave the workshop without a pass whenever the Personnel Manager, Mr. Yogarajah, wanted to see him. Although he denied this, I accept Mr. Sri Lal Peiris's evidence on the point. He admitted that Mr. Sri Lal Peiris was "an honourable gentleman" and had "no reason to suggest against his honesty". Up to this date the relations between them had been cordial. Nor had he any reason to doubt Mr. Senaratne's honesty or to distrust Mr. Richard Pieris.

18. Apart from the substance of Mr. Charles' evidence, the manner in which he gave it is a guide in testing its accuracy. He categorically denied that Mr. H. T. Peiris, also a mechanic, though working in another section, having joined the Company in 1953, was a friend of his. He said he came to know him only on the night of 27.5.59. This I refuse to believe. He called Mr. Dias an "ordinary friend" or "a general friend" but not "a special friend", although like the soothsayer in Shakespeare's Julius Caesar he had warned him of likely trouble on two occasions. This is another piece of unacceptable evidence. Although he admitted that Mr. G. I. Perera was "a good friend" he said later that he had no friends. "All talk to me" is the furthest he would go. When pressed by counsel he indulged in a profound platitude "All are my friends". His lack of candour is sufficiently evident from the reluctance to admit that his witnesses were his friends. His mental agility prompted him to take this stand lest it be said that they were biased in his favour. He wasted time by prevarication for which he seems to have a natural flair. He was loath to admit that he had knowledge of the English language, quite unnecessarily. His irrelevancies once provoked the arbitrator who had tolerated him with the patience of Job, to admonish him against talking nonsense when he spoke of invoking the wrath of the Kataragama Deity to be visited on the heads of all who did him an injustice. He expressed his apparent satisfaction with sadistic delight that in answer to his prayers Mr. Hamid had met with two accidents. It took counsel several questions to extract from him the truth that on 5.1.56 a charge sheet had been served on him for violating regulations. He very foolishly said that he signed X5 before reading it and denied having apologised on that occasion in the presence of Messrs. Keuneman, Henry, Richard Pieris and other directors. He boldly added that Mr. Ivor de Saram's minute to that effect [X7] was actually a lie. In saying so he endeavoured to impress that he had made a martyr of himself to avoid a strike by apologising for what he had not done. When questioned about the price of an electric horn, for no reason at all he pretended that he was being asked about the price of the old horn in the Company. He had to be castigated by counsel and the arbitrator more than once when he feigned not to understand the simple question "Is this true or false?". Whenever he tripped he sought refuge in the familiar haven of perjurers by saying it was a mistake. In short he went to absurd lengths in his voyage of equivocation. At page 513 it is recorded that in answer to the arbitrator he had said "I am not prepared to make any statements in this Court", whereupon he was directed by the arbitrator to answer to the question. I have no doubt that babbling with the consciousness of the importance of his office, he did not hesitate to give expression to his *hauteur* anywhere at all. I feel quite secure in the belief that had I actually seen him in the box, I could have said nothing less than what I have herein expressed. I am prepared to concede that some allowance should be made for the manner in which one, fighting for his livelihood, gives evidence. One can imagine an illiterate villager behaving in the box in the fashion Mr. Charles did under cross-examination by eminent counsel. But Mr. Charles is quite different. He is the man who was considered intelligent enough to be selected to go to Moscow to represent the Union at the 1958 May Day celebrations, and the man who was deemed worthy of the high offices of president of the Branch Union and Vice President of the Parent Union. He certainly is no fool although at times he pretended to be so. His attitude throughout his evidence is that of one battling with truth rather than of one unjustly accused of an offence. I am constrained to hold, and I do so with confidence, that Mr. Charles did take

Rs. 3 from Mr. Hamid and did cheat him by supplying an old bulb for Mr. Hamid's car, which was not given by Mr. Haniffa, but was furnished by Mr. Charles himself.

19. In view of my decision on the incident itself, I need hardly deal with the evidence of an alleged conspiracy which appears to be an after thought. It was not mentioned in the Union statement furnished before the inquiry began. It stands to reason that after a *prima facie* case had been made out against Mr. Charles on the afternoon of 25.5.59, the party that needed to meet Mr. Hamid would not be the Company but Mr. Charles. Moreover a plot is never hatched after the damage has been done. Although I will be further lengthening this award by dealing with it, the pains taken by the Union to prove it deserves an analysis of this evidence. However, I shall deal with it as concisely as I can.

20. Mr. Charles states that round about 7.30 p.m. on 27.5.59 he went on a motor bicycle to Thimbrigasyaya to see Mr. G. I. Perera, who had been on sick leave since 26. 5. 59. There he met Mr. Gunadasa who lives right opposite. After ten minutes Perera Baas turned up and was treated to a half bottle of arrack. They discussed about the strike. When Perera Baas rose to leave, Mr. G. I. Perera asked Mr. Gunadasa to take him by car. This was refused as the bus would cost only 10 cents. Mr. Gunadasa walked with him came back running to say that Perera Baas got into a car which had been halted near one Soysa's house in the dark. They all concluded that there was a mystery and Messrs. Charles and Gunadasa decided to follow this car. Both went on the motor cycle to Perera Baas' house in Alston Place. He had not returned home. They went back to Mr. G. I. Perera and told him so. They paid a second visit to Perera Baas's house and found that he had not yet come home. They sipped tea by a boutique and took shelter in Mr. H. T. Peiris's house for the rain. While the three of them were seated on the verandah chatting, they saw a car halting. It was now midnight. The car was Mr. Percy Peiris's and the driver was Mr. Albert. Perera Baas was seated by Mr. Albert and Mr. Senaratne and another whom they could not identify were seated behind. Perera Baas alighted from the car. They greeted him, but he with an obscene word on his lips went inside his house. Messrs. Charles and Gunadasa went to Mr. Pieter Keuneman's house off Flower Road. He referred them to the Secretary of the Union. They returned to Mr. G. I. Perera's house. The following points arise out of the above version:—(i) Mr. Gunadasa stated that Perera Baas as he got into the car in Soysa's garden told him not to divulge the fact that he was going by car even if his tongue is cut and that he, Mr. Gunadasa, said so to Mr. Charles when he rushed back to Mr. G. I. Perera's house. Mr. G. I. Perera's evidence is that he said no such thing. (ii) Mr. G. I. Perera's evidence is that the discussion in his house was about food for strikers and how to help Mr. Charles, but that the main topic was the latter. This goes to show that at the time Mr. Charles was finding ways and means of saving himself and perhaps of contacting Mr. Hamid. In fact Perera Baas's evidence is that he was actually asked to help in obtaining relief from Mr. Hamid both at Mr. G. I. Perera's house and at his own on the night of 27. 5. 59. (iii) Messrs. Charles and Gunadasa testified to the fact that they actually heard Mr. Senaratne's voice while seated in the car. If Mr. Senaratne had gone on this secret mission under cover of darkness in the company of his subordinates the least thing he would have done was to help anyone to recognise him by his voice as well. Incidentally Mr. H. T. Peiris does not say he heard Mr. Senaratne talking although all three of them were together at that time. (iv) Mr. Pieter Keuneman's evidence which I accept *in toto* is only about what had been told to him. It does not help Mr. Charles' story of this alleged plot. (v) There is no evidence at all that this black Prefect car had gone to Thihariya that night. (vi) Messrs. Charles and Gunadasa having a motor bicycle at their disposal did not themselves follow the car which was quite an easy thing for them to have done. (vii) When Perera Baas got off the car they did not ask him where he had been or indicate in any way that they suspected him. (viii) According to Perera Baas they told him for a second time to intercede on Mr. Charles's behalf and promised to bring a car the next morning to take him and he promised to go with Mr. Gunadasa as Mr. Charles said that he would rather not face Mr. Hamid. I believe this item of evidence. Perera Baas has no reason to implicate Mr. Charles falsely, according to Mr. Charles himself. (ix) How is it that Mr. Charles who admitted that Mr. G. I. Perera was a good friend of his waited until 27.5.59 to tell him about the incident of the bulb especially as Mr. Charles was Vice President of the Parent Union and Mr. G. I. Perera, a Committee Member, who would be most concerned about the peril in which Mr. Charles would have been placed? (x) A good point was raised by Mr. Shanmugathan, namely, if this story of the trip was false would Mr. Charles have dared to ask Mr. Senaratne when only they two were present why he had denied participating in the trip when he was questioned at the inquiry. Mr. Senaratne admits that Mr. Charles did ask him that question but says he denied having gone on the trip. However, the fact remains that the question was asked and the point raised is that it was asked when nobody else was there, and therefore it could not have been to get evidence of an admission from Mr. Senaratne in order to help Mr. Charles to trump up the case for himself. I am prepared to give the benefit of the doubt to Mr. Charles in this matter. But, even if Mr. Senaratne had been seen in the car in the company of these people what is there to show that it was in furtherance of a plot against Mr. Charles? They might have gathered for an entirely different reason. (xi) It has been asked if it is possible to concoct

such a detailed story of the plot if indeed there was no plot. The answer is simple—when a man of Mr. Charles's undoubted intelligence is fighting with his back to the wall, with all the leisure on his hands and ingenuity of a rare order it is not impossible to fabricate even such an elaborate episode. (xii) Mr. Senaratne is said to have contradicted himself when he denied having ever taken a lift from his home to the office, and later said he cannot be positive. This is not the type of contradiction that would enable me to infer that he is untruthful. In fact he is the only witness who had been complimented by the arbitrator on his frankness, and when he appeared before me on being recalled, he impressed me as well as one who gives truthful evidence. (xiii) It has been urged that if the Union witnesses were lying, they would not have said that there was a fourth man in the car whom they could not identify. I am inclined to believe that this was deliberately so stated in order to introduce a clever finesse to the fine art of fabrication.

20. I have not been able to lay my hands on a precedent to guide me in deciding whether or not an employee found guilty of an offence of this magnitude should not be dismissed. Neither Mr. Chitty nor Mr. Shanmugathan has been able to help me with any such previous award. The misdemeanour of Mr. Charles approximates to cheating as known to our law, and the evidence has established that he was detected "*in flagrante delicto*". Delinquencies like irregular attendance or insubordination (followed by an apology in Court) have come up before arbitrators of this Court times without number and in such instances cases have been settled either before or during the inquiry. Mr. Charles's offence involves moral turpitude of a high degree and different considerations would apply. The Union itself realised its gravity for in paragraph 5 of its statement dated 5. 8. 59, it is stated thus: "Charles was never and will never commit such a mean misconduct as to cheat a customer for a matter of just three rupees" and in paragraph 6 the term used is "indecent incident". Mr. Charles himself in answer to Mr. Chitty's question "The main thing in the charge is that you were dishonest?" answered "yes". There have certainly been cases where employees convicted in Courts of Law for theft of management property have been dismissed, and cases have been laid by until appeals against such convictions had been heard by the Supreme Court. The arbitrator is, as a rule, guided by the results of such convictions. A case like Mr. Charles's could not possibly have been settled. I should like to refer to Illustration (h) to Section 398 of the Ceylon Penal Code which reads thus: "A intentionally deceives Z into a belief that A has performed A's part of a contract with Z, which he has not performed and thereby induces Z to pay money. A cheats." If one substitutes "Mr. Charles" for "A", and "Mr. Hamid" for "Z" above the picture is complete, except that money was given without actual inducement. This to my mind makes no appreciable difference. The repercussions of such a misdeed are two fold. The good name of the Company, which it had so far jealously guarded, is tarnished. The other, equally disastrous if not more, is the deception practised on an innocent customer. Such conduct deserves condign punishment, in the interests of the public. It is aggravated by the fact that Mr. Charles is the President of the Union who should have set a better example to its members. It is impossible to regard this act as done by him in his capacity as an employee only and not as President. To do so would be viewing it from a wrong perspective. I am not taking into consideration the previous warning administered to him for a breach of regulations. I regard this as his first lapse. The fact that during his eight years of service he had not been found guilty of anything like a similar offence is no reason for re-instating him. The possibility of his turning over a new leaf may exist, but it would be too great a hazard to take "*pro bono publico*". However painful it may be to have to deprive a man of his standing of his livelihood with a wife and seven children to maintain, who is in the prime of life being 42 years old today, with the world before him, I would fail in my duty were I to direct that he be re-instated even with the most stringent conditions attached to such an order. It would indeed be in the interests of the Union itself that his services be discontinued for it would deter others in his position from similar conduct. Mr. Charles had been treated with kindness by the Company, and even during this inquiry Mr. Richard Pieris has displayed rare magnanimity in paying him his full salary. Such treatment deserved a better return from Mr. Charles. In his valiant effort to vindicate his integrity he chose to cast unfounded and malicious aspersions against some Company executives. He even invented the story of a diabolical plot against him. He has had a very patient hearing and given every latitude by the arbitrator, who saw to it that every question had been understood before his answer was taken. His case could not have been more ably handled than it was by Mr. Shanmugathan who presented it with the distinction and brilliance of a seasoned advocate briefed in a hopeless cause.

21. I hold that the proposed dismissal is justified. This award is being signed by me on 14.10.60, up to which date Mr. Charles will be paid his full salary as agreed upon. Let award be entered accordingly.

S. C. S. DE SILVA,
Arbitrator.

Dated this 14th day of October, 1960.

FOOD CONTROL ACT, No. 25 OF 1950

Order under Section 4 (i)

ORDER No. 157

BY virtue of the powers vested in me by section 4 (i) of the Food Control Act, No. 25 of 1950, I, Tikiri Bandara Ilangaratne, Minister of Commerce, Trade, Food and Shipping, do by this Order prohibit the importation by any person into the Island of any sheep or goat except under the authority of, and in accordance with, a licence issued by the Food Controller.

T. B. ILANGARATNE,
Minister of Commerce, Trade, Food and Shipping.
Colombo, October 20, 1960.

10-744

Miscellaneous Departmental Notices

CHANGE OF MANAGEMENT

G/Telwatta Sri Rahula Sinhalese Mixed School

UNDER the provisions of section 31 (5) of the Education Ordinance, No. 31 of 1939, it is hereby notified for general information that Mr. U. D. I. Sirisena, Education Officer, Galle, is temporarily appointed Manager of the above school, with effect from 5.9.1960 in place of Mr. A. A. de Silva of "Sihalena", Telwatta, Hikkaduwa, who ceased to be the Manager of the said school with effect from 5.9.1960.

S. F. DE SILVA,
Director of Education.

ASE/3255,
Education Department,
Malay Street,
Colombo 2, 5th September, 1960.

10-658

CHANGE OF MANAGEMENT

C/Dehiwala Viharadevi Vidyalaya and C/Molpe Sri Sobhitha Vidyalaya

UNDER the provision of section 31 (1) of Ordinance No. 31 of 1939 it is hereby notified for general information that upon the recommendation of Galle Somaratana Thero, Proprietor of the above Schools, I have appointed K. Chandaratana Thero, Abhyasela Chetiyaramaya, Malwatta Road, Dehiwala, as acting Manager of above Schools for four months with effect from 1.8.60.

S. F. DE SILVA,
Director of Education.

Education Department,
Malay Street,
Colombo 2, October 17, 1960.

10-696

N/RUWAN-ELIYA SRI RATNALOKA PIRIVENA

NOTICE is hereby given that an application has been received from the Manager, Rev. Uduwahawara Medhananda Thero for the provisional registration of the above Pirivena, situated at Ruwan-Eliya in the Nuwara Eliya District of the Central Province as a grant-in-aid Pirivena.

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

S. F. DE SILVA,
Director of Education.

ASW/507
Education Department,
Malay Street,
Colombo 2, October 17, 1960.

10-681

KG/ATTANAGODA BUDDHIST MIXED SCHOOL

NOTICE is hereby given for the information of the general public that the above school, situated at Attanagoda in the Kagalla District of the Province of Sabaragamuwa, and under the management of the Vidyaloka Society Limited, Giragama, Pilimatalawa, has been provisionally registered as a grant-in-aid school with effect from 1.1.1959.

S. F. DE SILVA,
Director of Education.

ASD/3110
Education Department,
Malay Street,
Colombo 2, 14th October, 1960.

10-601

THE IRRIGATION ORDINANCE, No. 32 OF 1946

IT is hereby notified that I, Manicam Sivanathan, Government Agent of the Hambantota District in the Southern Province, have by virtue of powers vested in me by section 15 (i) (a) of the Irrigation Ordinance, No. 32 of 1946, approved the resolution set out in the Schedule hereto.

M. SIVANATHAN,
Government Agent.

The Kachcheri,
Hambantota, 27th November, 1957.

Schedule

RESOLUTION

" This meeting of proprietors within the irrigable area of Pothuwewa irrigation work in the Hambantota District, Southern Province, approve the scheme relating to that irrigation work prepared under Part V of the Irrigation Ordinance, No. 32 of 1946. "

10-774

Pb. S. 83.

IN THE MATTER OF THE ORIENT BUILDING AND DEVELOPMENT COMPANY 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 The Orient Building and Development Company, Limited, has been received and registered on 14.10.60:

Take notice that at the expiration of three months from the said date The Orient Building and Development Company, 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, October 17, 1960.

10-664

No. Pvs. 370.

COMPANIES ORDINANCE, No. 51 OF 1938

Notice under Section 227 (5) to Strike Off Sri Lanka Dairies Limited

WHEREAS there is reasonable cause to believe that Sri Lanka Dairies Limited, a company incorporated on May 20, 1946, under the provisions of the Companies Ordinance, No. 51 of 1938, is not carrying on business or in operation:

And whereas notice dated July 6, 1960, was published in the *Ceylon Government Gazette* No. 12,158 of July 15, 1960, that the name of Sri Lanka Dairies 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 Sri Lanka Dairies 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 Sri Lanka Dairies Limited, was this day struck off the Register of Companies and the said Company is dissolved.

W. M. SELLAYAH,
Registrar of Companies.

Department of the Registrar of Companies,
Colombo 1, 17th October, 1960.

10-665

My No. F 214.

IN THE MATTER OF THE CESSATION OF BUSINESS OF ETABLISSEMENTS BILLIARD UNDER THE PROVISIONS OF SECTION 324 OF THE COMPANIES ORDINANCE, No. 51 OF 1938

WHEREAS a notice dated 6th July, 1960, under section 324 of the Companies Ordinance, No. 51 of 1938, has been received on behalf of Etablissements Billiard, Galle Face Hotel, Colombo, and such notice has been duly registered:

It is hereby notified that the aforesaid Etablissements Billiard ceased to have a place of business in the Island with effect from 11th November, 1958, and that the obligations of the said company to tender documents for registration ceased with effect from 15th October, 1960.

W. M. SELLAYAH,
Registrar of Companies.

Department of the Registrar of Companies,
Echelon Square, P. O. Box No. 1502,
Colombo, 15th October, 1960.

10-666

IMPORT CONTROL NOTICE No. 41/60

Ceylonisation of Trade—Registered Traders

LIST No. CT 7/60

THE following Registered Ceylonese Traders have been issued General Import Licences valid up to December 31, 1960 :—
(This list covers registrations effected from September 1, 1960 to October 15, 1960.)

Name	Address	G. I. L. No.
Abraham Appuhamy, H. V.	Palenda, Latpandura	A541/279/1836A
British Hardware & Motor Stores Ltd., The	58, Front Street, Colombo 11	B85/50/605B
Ceylon Universal Trading Co., The	20, Suvisudharama Road, High Street, Colombo 6	C528/280/1833A
Colonial Motors Ltd.	297, Union Place, Colombo 2	C424/214/968c
Dias Garage	22, Fernando Avenue, Negombo	D356/183/1838A
Elite Records	374, Galle Road, Colombo 3	E176/94/1830A
Fernando & Co., Ltd., Richard	190, Vauxhall Street, Colombo 2	F153/86/311B
Jayarathne & Co., K. D.	36 & 38, First Cross Street, Colombo 11	J 149/74/1296A
Kassim & Co., H. H.	192, Keyzer Street, Colombo 11	K229/93/1840B
Magdoomsons	81-2/7, Naga Buildings, Prince Street, Colombo	M673/287/1841B
Marie Trading Co.	160-1/5, First Cross Street, Colombo 11	M670/285/1832A
Modern Plastic Works	60, New Chetty Street, Colombo 13	M664/284/1831A
Mohamed & Bros., K. A. S.	Grand Bazaar, Mannar	M672/286/1835B
Mowjood Import Traders	38, Third Cross Street, Matara	M671/288/1843A
Nawaloka Importers & Exporters	42, Negombo Road, Peliyagoda	N302/149/1834A
New Cheap Stores	33, Trincomalee Street, Kandy	N306/150/1839B
Pooran Silk & Gem Store Ltd.	59, Chatham Street, Colombo	P289/152/1837B
Shipping Supply Co., Ltd.	25, Dam Street, Colombo	S535/408/1844B
Sihala Agencies	24/6, Simon Hewavitarana Road, Colombo 3	S688/313/917A
Taos Ltd.	Kew Road, Colombo 2	T187/87/1829c
Wimarl Agencies	150, Ward Place, Colombo 8	W241/136/1842A
Worldwide Trades Ltd.	27, Flower Road, Colombo 7	W56/17/492B

2. The General import Licences issued to the under-mentioned firms have now been cancelled

Name	Address	G. I. L. No.
Colombo Lucky Stores	224, Main Street, Colombo	C478/243/1435A
(Vide List No. CT 2/60 published in Ceylon Government Gazette No. 12,073 of March 4, 1960.)		
Surian & Co.	77, Fourth Cross Street, Colombo	S767/407/1814A
(Vide List No. CT 6/60 published in Ceylon Government Gazette No. 12,201 of September 16, 1960.)		

3. The General Import Licence issued to the under-mentioned firm has been surrendered.

Name	Address	G. I. L. No.
Niyaz & Co.	144, Fourth Cross Street, Colombo 11	N25/4/25A.
(Vide List No. CT 3/60 published in Ceylon Government Gazette No. 12,133 of May 20, 1960.)		

October 25, 1960.

10—814/1

V. L. WIRASINHA,
Controller of Imports & Exports.

IMPORT CONTROL NOTICE No. 42/60

Ceylonisation of Trade—Registered Indent Agents

LIST No. IND : 6/60

THE following have been registered as Ceylonese Indent Agents for 1960 :—

(This list covers registration effected from September 1, 1960 to October 15, 1960.)

Name	Address	Registration No.
Boopathi Commercial Co.	233/8, Main Street, Colombo 11	IND : B16/7/234A
Feastage (Ceylon), Ltd.	81-2/12, Prince Street, Colombo 11	IND : F14/8/233B
Jayammana, D. S.	4, Maliban Street, Colombo 11	IND : J21/13/235A
Mahasen Traders	61/4, Pereira Lane, Colombo 6	IND : M24/14/231A
Metro Agency	235-1/1, Norris Road, Colombo 11	IND : M23/15/232A
Ruby Import & Export Co.	95, Main Street, Colombo 11	IND : R8/1/4B

2. The following address should be substituted for the address appearing against registration number in List No. IND : 1/60 published in Ceylon Government Gazette No. 12,047 of January 29, 1960.

Name	Address	Registration No.
Crystal Co. (Ceylon)	233-119, Main Street, Colombo 11	IND : C33/22/198B

Colombo, October 22, 1960.

10—814/2

V. L. WIRASINHA,
Controller of Imports & Exports.

IMPORT CONTROL NOTICE No. 39/60

Imports by Registered Ceylonese Traders

IT is hereby notified that Import Control Notice No. 22/58 of 22nd August, 1958, dealing with the temporary suspension of the requirement that goods imported should, in the first instance, be removed from the Wharf to the stores of the importers, is withdrawn with immediate effect.

2. Importers are now required to take their imports from the Wharf to their stores declared to this Control and have "bulk broken" before sales to non-Ceylonese or non-licence holders can be effected.

V. L. WIRASINHA,
Controller of Imports and Exports.

Colombo, October 22, 1960.

10-813

IMPORT CONTROL NOTICE No. 40/60

Indenting of Goods

THE attention of Registered Ceylonese Traders and Registered Ceylonese Indent Agents is drawn to para. 3 of Import Control Notice No. 31/60, published in *Gazette Extraordinary* No. 12,188 of August 27, 1960.

No covering authority will be issued to importers to enable clearance from the Customs of any consignments indented for in breach of the requirements of that paragraph.

V. L. WIRASINHA,
Controller of Imports and Exports.

Colombo, October 22, 1960.

10-812

**RENEWAL OF FIREARMS LICENCES FOR 1961
IN MATALE DISTRICT**

IT is hereby notified for the information of the general public that the renewal of firearms licences except revolver and pistols licences in Matale District for 1961 will be done by the Divisional Revenue Officers of the respective divisions commencing from 5th November, 1960. Licences in respect of revolvers and pistols in Matale District will be renewed only at the Matale Kachcheri, commencing from the same date.

2. The public are advised to renew their licences on or before December 31, 1960. All licensees are required to produce the firearms in their possession for inspection by the Divisional Revenue Officers and by me in the case of revolver and pistols and at the same time surrender the licences in respect of the current year, i.e., 1960 before issue of the licences for 1961.

3. All applications received after December 31, 1960, will be entertained subject to a fine of 100 per cent. of licence fee. Licensees who do not propose to renew their licences for 1961 or are in possession of unserviceable firearms should surrender such firearms together with the relevant licence to the Divisional Revenue Officer or to me as the case may be on or before 31st December, 1960.

4. If in any case the licence for the current year is not available for surrender an additional fee of Re. 1 is payable in respect of each licence in addition to the usual licence fee for issue of certificate of loss of gun licence.

5. Prosecutions will be entered against defaulters who fail to renew their licences for 1961 by March 31, 1961.

V. P. A. PERERA,
Government Agent and Licensing Authority
of the Administrative District of Matale.

The Kachcheri,
Matale, 20th October, 1960.

10-768

THE CEYLON STATE MORTGAGE BANK

AT a meeting held on the 17th May, 1960, the Board of Directors of the Ceylon State Mortgage Bank resolved specially and un-animously:—

(a) that a sum of Rs. 105,152.35 is due from Mr. Edward Walter Bedford of Oonankande Estate, Dolosbage, on account of principal and interest up to 17th May, 1960, and further interest at 5½ per centum per annum on the sum of Rs. 96,231.25 from the 18th May, 1960, till date of payment on Bond No. 989, dated 16.8.1949, attested by Alexander B. Tillekeratne, Notary Public;

(b) in terms of section 63 (1) of the Ceylon State Mortgage Bank Ordinance, that Mr. Winston Melliss Fernando, Auctioneer of Colombo, be authorised and empowered to sell by public auction—

All that and those the estate plantation and premises called and known as 'GANGWARILY' about 530 acres in extent together with the factories, machinery, fixtures and other buildings thereon situated at Dedugala, Kekalapone and Uduwa in Uduwa Palata of Lower Bulathgama and at Gantune Pallegama of Kanduaha Pattuwa of Paranakuru Korale in the District of Kegalle, Sabaragamuwa Province, comprising the contiguous allotments of land which form one property and which from their situation as respects each other can be included in one survey described fully in the first schedule of the said Mortgage Bond No. 989, mortgaged to this Bank as security by Mr. Edward Walter Bedford of Oonankande Estate, Dolosbage, by Bond No. 989, dated 16.8.1949, attested by Alexander B. Tillekeratne, N.P., for the recovery of the sum of Rs. 105,152.35 due under the said bond together with interest at 5½ per cent. per annum on the sum of Rs. 96,231.25 from the 18th May, 1960, to date of sale and costs and monies recoverable under section 64 of the State Mortgage Bank Ordinance.

T. VICTOR FERNANDO,
Manager.

Colombo, 21st October, 1960.

10-741

THE CEYLON STATE MORTGAGE BANK

AT a meeting held on the 2nd March, 1960, the Board of Directors of the Ceylon State Mortgage Bank resolved specially and un-animously:—

(a) that a sum of Rs. 14,250.33 is due from Mr. Dias Abevedera of Hettiweediya Weligama, on account of principal and interest up to 2nd March, 1960, and further interest at 5½ per centum per annum on the sum of Rs. 12,963.73, from the 3rd March, 1960, till date of payment on Bond No. 447, dated 26.7.1954, attested by Derrick Koch, Notary Public;

(b) in terms of section 63 (1) of the Ceylon State Mortgage Bank Ordinance, that Mr. A. M. Marzuk, Auctioneer of Colombo, be authorised and empowered to sell by public auction—

1. All that allotment of land marked Lot 3 in the Survey Plan No. 2,354, dated 27th May, 1936, made by H. Don David, Licensed Surveyor, (being a divided portion of the amalgamated Lots 58 and 60 in Registration Plan No. 2 of the land called KELANKADUWA OWITA alias KELANKADUWAWATTA) with the buildings, trees and plantation thereon bearing assessment No. 3, Kelankaduwa Place, situated at Kelankaduwa Place (off 1st Chapel Lane, in Wellawatte North Ward, within the Municipality and District of Colombo, Western Province; and containing in extent twenty-three decimal seven five perches (0A. 0R. 23.75P.) as per said Plan No. 2354 and the right of way over—

2. All that Roadway marked Lot 16 in the said Plan No. 2,354 (being a divided portion of the amalgamated Lots 58 and 60 in Registration Plan No. 2 of the said land called KELANKADUWA OWITA alias KELANKADUWAWATTA) situated at Kelankaduwa Place in Wellawatte North Ward aforesaid, containing in extent Two Roods and Seventeen decimal six three perches (0A. 2R. 17.63P.) as per said plan No. 2354, mortgaged to this Bank as security by Mr. Dias Abevedera of Hettiweediya, Weligama, by Bond No. 447, dated 26.7.1954, attested by Derrick Koch, N.P., for the recovery of the sum of Rs. 14,250.33 due under the said bond, together with interest at 5½ per cent. per annum on the sum of Rs. 12,963.73 from the 3rd March, 1960, to date of sale and costs and monies recoverable under section 64 of the State Mortgage Bank Ordinance.

T. VICTOR FERNANDO,
Manager.

Colombo, 20th October, 1960.

10-742

THE CEYLON STATE MORTGAGE BANK

AT a meeting held on the 1st August, 1960, the Board of Directors of the Ceylon State Mortgage Bank resolved specially and un-animously:—

(a) that a sum of Rs. 4,244.83 is due from Mr. Jayanetti Koralalage Don Tiddy Quintus Jayawardane of Kopiwatta Walauwa, Welipenna, on account of principal and interest up to 1st August, 1960, and further interest at 7½ per centum per annum on the sum of Rs. 3,315.87 from the 2nd August, 1960, till date of payment on Bond No. 307, dated 21.12.1956, attested by P. N. Bartholomeusz, Notary Public;

(b) in terms of section 63 (1) of the Ceylon State Mortgage Bank Ordinance, that Mr. A. M. Marzuk, Auctioneer of Colombo, be authorised and empowered to sell by public auction—All that the leasehold interest in and to all that allotment of land called Mahagastotakele depicted as Lot No. 11 in P.P.A. 722 in T. S. P. 42 Sheet No. A prepared by the Surveyor-General, together with the trees, plantations and everything thereon and the buildings that will hereafter be constructed thereon situated in the village of Mahagastota now bearing assessment No. 29/2, Moon Plain Road within the Municipal Limits of Nuwara Eliya in the Divisional Revenue Officer's Division of Walapane of Nuwara Eliya District, Central Province, containing in extent one acre, one rood and three decimal one perches (1A. 1R. 3.1P.), as per plan thereof No. L 960, dated 14th November, 1949, issued by the Surveyor-General's Office, mortgaged to this Bank as security by Mr. Jayanetti Koralalage Don Tiddy Quintus Jayawardane of Kapiwatta, Walauwa, Welipenna, by Bond No. 307, dated 21.12.1956, attested by P. N. Bartholomeusz, N.P., for the recovery of the sum of Rs. 4,244.83 due under the said bond together with interest at 7½ per cent. per annum on the sum of Rs. 3,315.87 from the 2nd August, 1960, to date of sale and costs and monies recoverable under section 64 of the State Mortgage Bank Ordinance.

T. VICTOR FERNANDO,
Manager.

Colombo, 21st October, 1960.
10—743

AUCTION SALE

Sale under the Provisions of the National Housing Act,
No. 37 of 1954 and Amendments thereof

TWO NEWLY BUILT FLATS AT PREMISES No. 115,
JAWATTA ROAD, COLOMBO

UNDER and by virtue of an order to sell, dated 5th
May, 1960, issued to me by the Commissioner for
National Housing, I SHALL SELL BY PUBLIC

AUCTION, ON SATURDAY, 26TH NOVEMBER, 1960,
AT THE SPOT AT 3.30 P.M., for the recovery of
Rs. 128,582.62 with further interest on
Rs. 100,000 at six per centum per annum from
30th September, 1959, up to date of sale, together with all
penalties accruing from 30th September, 1959, till date
of sale, and expenses and costs incurred by the said
Commissioner, the undermentioned property to wit:—

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

All that lot A of the land called Kahatuduwa Pokuna
Owita bearing Assessment No. 115, situated at Jawatta
Road, Thimbirigasyaya, aforesaid bounded on the north
by premises bearing Assessment No. 93, Jawatta Road,
east by premises bearing Assessment No. 115/1, Jawatta
Road, south by reservation for a road 30 feet wide and
on the west by Jawatta Road, and containing in extent
Twenty-eight decimal five perches (0A. 0R. 28.5P.)
according to Plan No. 156, dated 10th July, 1950, made
by V. A. L. Senaratna, Licensed Surveyor, which said
premises together with the buildings thereon now bear
Assessment Nos. 115 and 115/1, Jawatta Road, Colombo.

Further information may be obtained at the Office of
the Commissioner for National Housing, Parsons Road,
Colombo 2.

P. H. WIJESINGHE,
of Percy & Company,
Licensed Auctioneer.

227, Hulftsdorp Street,
Colombo, Tel: 2983.
10—845