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## THE CEYLON GOVERNMENT GAZETTE

අංක 14,490 — 1965 අගෝස්තු 27 වැනි සිකුරාදා — 1965.8.27

No. 14,490 — FRIDAY, AUGUST 27, 1965

(Published by Authority.)

### PART I: SECTION (1)—GENERAL

(Separate paging is given to each language of every Part in order that it may be filed separately)

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Note.—Part VI published with this issue contains a list of Jurors and Assessors.

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

No. 318 of 1965

No. D1/Rect/55

No. 316 of 1965

G.—G.O. No. C. 271/65.

IT is hereby notified that the GOVERNOR-GENERAL has been pleased, under section 51 of the Ceylon (Constitution and Independence) Orders in Council, 1946 and 1947, to appoint D. T. E. A. DE FONSEKA, Esquire, of the Ceylon Administrative Service, Acting Permanent Secretary to the Ministry of Commerce and Trade, to the post of Permanent Secretary to the Ministry of Commerce and Trade with effect from 24th July, 1965.

By His Excellency's command,

N. WIJEWARDANE,  
Secretary to the Governor-General.

Governor-General's Office,  
Colombo, 24th August, 1965.

8—1094

#### ARMY—REGULAR FORCE—SENIORITY APPROVED BY HIS EXCELLENCY THE GOVERNOR-GENERAL

THE undermentioned officers are placed in the following order of seniority with effect from July 20, 1964:—

Lieutenant TANTRIGE VARUNA LELANANDA RUBERU, C.É.

Lieutenant CHRISANTHA PORAMBE LIYANAGE, C.E.

Lieutenant HAPANGAMA ARATCHIGE SARATH WICKREMASURIYA, C.E.

By His Excellency's command,

M. G. V. P. W. SAMARASINGHE,  
Permanent Secretary,  
Ministry of Defence and External Affairs.

Colombo, August 19, 1965.

8—1045

No. 317 of 1965

No. D. 21/Rect/190.

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

THE undermentioned officer has retired from the Regular Force of the Army with effect from August 8, 1965.

Major BATUWATTE GAMAGE SAMSON DE SILVA, C.E.

By His Excellency's command,

M. G. V. P. W. SAMARASINGHE,  
Permanent Secretary,  
Ministry of Defence and External Affairs.

Colombo, August 16, 1965.

8—942

No. 319 of 1965

No. D/VF/84

#### ARMY—C. V. F.—TRANSFER TO THE RESERVE APPROVED BY HIS EXCELLENCY THE GOVERNOR-GENERAL

To be transferred to the Reserve of the Ceylon Army Pioneer Corps, with effect from July 15, 1965—

Major FRANCIS LUCIAN AMARASINGHE, E.D., C.A.P.C.

By His Excellency's command,

M. G. V. P. W. SAMARASINGHE,  
Permanent Secretary,  
Ministry of Defence and External Affairs.

Colombo, August 17, 1965.

8—943

#### IMPORTANT NOTICE

IT is hereby notified that in view of the Public Holiday on Friday, September 10, 1965, all Notices and Advertisements for publication in the *Ceylon Government Gazette* of September 9, 1965, should reach the Government Press not later than 12 noon on Saturday, September 4, 1965.

Government Press,  
Colombo, August 20, 1965.

BERNARD de SILVA,  
Government Printer.

No. 320 of 1965

No. D/VF/42 (iii).

**ARMY—C. V. F.—RESIGNATION OF COMMISSION  
ACCEPTED BY HIS EXCELLENCY  
THE GOVERNOR-GENERAL**

HIS EXCELLENCY THE GOVERNOR-GENERAL has accepted the resignation of Commission of the undermentioned Officer of the Ceylon Volunteer Force of the Army, with effect from November 1, 1965.

Second-Lieutenant MANAGE METHANANDA GUNARATNE, C.N.G.

By His Excellency's command,

M. G. V. P. W. SAMARASINGHE,  
Permanent Secretary,  
Ministry of Defence and External Affairs.

Colombo, August 16, 1965.  
8—921

To be Lieutenant with effect from August 22, 1955 :—

Sub-Lieutenant J. M. de COSTA, R. Cy. V. N. F.

To be Lieutenant-Commander with effect from August 21, 1963 :—

Lieutenant E. J. S. de S. WIJERATNE, R. Cy. V. N. F.

To be Lieutenant-Commander with effect from August 22, 1963 :—

Lieutenant J. M. de COSTA, R. Cy. V. N. F.

(Notification in Gazette No. 10,837 dated September 9, 1955, promoting Sub-Lieutenant E. J. S. de S. Wijeratne to Acting Lieutenant, with effect from August 21, 1955, and Sub-Lieutenant J. M. de Costa to Acting Lieutenant, with effect from August 22, 1955, is hereby cancelled).

By His Excellency's command,

M. G. V. P. W. SAMARASINGHE,  
Permanent Secretary,  
Ministry of Defence and External Affairs.

Colombo, August 17, 1965.  
8—835

No. 321 of 1965

No. D/VF/18/A (ii).

**ROYAL CEYLON VOLUNTEER NAVAL FORCE**

Promotions approved By His Excellency the Governor-General

To be Lieutenant with effect from August 21, 1965 :—

Sub-Lieutenant E. J. S. de S. WIJERATNE, R. Cy. V. N. F.

By His Excellency's command,

M. G. V. P. W. SAMARASINGHE,  
Permanent Secretary,  
Ministry of Defence and External Affairs.

Colombo, August 17, 1965.  
8—835

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

No. 322 of 1965

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

Name of Officer	New Appointment	Effective date of new Appointment	Remarks
Mr. S. J. D. DE S. WIJAYARATNE	Acting Magistrate, Matara	14th to 26th August, 1965	During absence of Mr. T. D. G. DE ALWIS
Mr. D. A. E. MEGAMA	Acting Magistrate, Panadura	5th and 6th August, 1965	During absence of Mr. I. M. ISMAIL
Mr. C. A. L. CORREA	Additional Magistrate, Kurunegala	31st August, 1965	During absence of Mr. C. L. T. MOONAMALLE
Mr. J. J. DAVID	Acting District Judge, Batticaloa	21st to 31st August, 1965	During absence of Mr. I. G. N. DE JACOLYN SENEVIRATNE
Mr. C. H. UDALAGAMA	Additional Magistrate, Kegalla	28th August, 1965	To hear determine and deliver judgment and if necessary sentence accused in M. C. Kegalla Case No. HCP. 577/62
Mr. H. S. A. PERERA	Acting Additional Magistrate, Kurunegala, at Kanadulla	19th and 20th August, 1965	During absence of Mr. S. JOKANATHAN
Mr. A. C. KANAGASINGHAM	Acting District Judge, Trincomalee	12th August, 1965	During absence of Mr. S. AMERASINGHE
Mr. S. MATHAVARAJAH	Acting District Judge, Trincomalee	From 13th August, 1965	Until resumption of duties by Mr. S. AMERASINGHE
Mr. S. P. WIJAYATILAKE	Acting Additional District Judge, Kandy, at Matale	12th and 13th August, 1965	During absence of Mr. D. W. K. LADDUWAHETTY
Mr. H. BEDE PERERA	Acting Additional Magistrate, Kurunegala	13th August, 1965	During absence of Mr. L. A. GOONWARDENE
Mr. D. St. E. AMERASINGHE	Acting District Judge, Avissawella	20th and 23rd August, 1965	During absence of Mr. A. VYTHIALINGAM
Mr. H. A. JAYAWICKREMA	Acting Additional District Judge, Anuradhapura	20th and 21st August, 1965	During absence of Mr. P. MARAPANA
Mr. H. BEDE PERERA	Acting Magistrate, Kurunegala	14th and 15th August, 1965	During absence of Mr. D. S. NETHSINGHE
Mr. F. S. PAUL	Acting Additional Magistrate, Mannar	4th and 5th September, 1965	During absence of Mr. K. SINNATHAMBY
Mr. F. S. PAUL	Acting President, Rural Court, Mannar	2nd and 3rd September, 1965	During absence of Mr. K. SINNATHAMBY
Mr. B. F. SIYAMBALAPITIYA	Acting President, Rural Court, Galboda Korale	9th August, 1965	During absence of Mr. N. M. YUSOOF
Mr. U. RATNAYAKE	Acting President, Rural Court, Pata Dumbara	10th August, 1965	During absence of Mr. M. B. KAPPAGODA
Mr. N. S. SIVAPRAGASAM	Acting President, Rural Court, Eravur Koralai	20th and 23rd to 26th August, 1965	During absence of Mr. C. R. RAJASINGHAM
Mr. T. SRI PATHMANATHAN	Acting President, Rural Court, Udukinda	12th to 14th, 16th and 17th August, 1965	During absence of Mr. P. B. HERAT
Mr. A. F. H. DE ALWIS	Acting President, Rural Court, Gangaboda Pattu	18th to 20th and 23rd August, 1965	During absence of Mr. N. V. T. MENDIS
Mr. O. DE MEL	Acting President, Rural Court, Raigam Korale	19th to 21st, 23rd, 26th to 28th, 30th and 31st August, 1965	During absence of Mr. K. I. KARUNARATNE
Mr. M. EKANAYAKE	Additional President, Rural Court, Wellaboda Pattu	From 17th August, 1965	To hear determine and deliver judgment in R. C. Weligama Cr.M. Case No. 10,101.

C. E. JAYAWARDENE,  
Secretary, Judicial Service Commission.

Office of the Judicial Service Commission,  
P. O. Box 573,  
Colombo, 19th August, 1965.

## Other Appointments, &c.

No. 323 of 1965

### APPOINTMENTS BY THE HON. THE MINISTER OF JUSTICE

#### Justices of the Peace and Unofficial Magistrates

No. ප. 4/සාධ. 5/2.

Mr. P. P. JAYAWARDENA, Proctor S.C., to be a Justice of the Peace and Unofficial Magistrate, for the Judicial District of Gampaha.

No. ප. 4/සාධ. 10/4.

Mr. P. WIJAYARATNAM, Proctor S.C., to be a Justice of the Peace and Unofficial Magistrate, for the Judicial District of Nuwara Eliya

#### Justices of the Peace

No. ප. 4/සාධ. 27/15.

Mr. KANAGASABAPATHY VELUPILLAI KANAGARATNAM, to be a Justice of the Peace for the Judicial District of Jaffna.

Mr. SUBRAMANIAM SATHASIVAM, to be a Justice of the Peace for the Judicial District of Jaffna.

No. A. J. 20/64/6.

Mr. RAMALINGAM MUTHUKUMARU ARUNASALAM, to be a Justice of the Peace for the Judicial District of Jaffna.

No. ප. 4/සාධ. (සී) 3.

Mr. D. DANFORTH to be, while holding the post of Office Assistant, Ministry of Local Government, a Justice of the Peace for the Judicial District of Colombo.

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

Ministry of Justice,  
Colombo, 21.8.65.

8-987

## Government Notifications

### THE INLAND REVENUE ACT, No. 4 of 1963

#### Notice under Section 67 (1)

BY virtue of the powers vested in me by section 67 (1) of the Inland Revenue Act, No. 4 of 1963, I, Ukku Banda Wanninayake, Minister of Finance, do by this notice declare each institution specified in the Schedule hereto to be an approved charity for the purposes of that section.

U. B. WANNINAYAKE,  
Minister of Finance.

Colombo, August 25, 1965.

#### Schedule

The Lanka Jatika Sarvodaya Shramadana Sangamaya.  
The Freedom from Hunger Foundation of Ceylon.

8-1093

My No. J/RC/13/64.

### THE RURAL COURTS ORDINANCE

#### Notice

IT is hereby notified that the Minister of Justice, has under section 19 (2) of the Rural Courts Ordinance (Chapter 8), set apart for use as the court house of the Rural Court at Loluwela, the new building standing on the land called Nayapala *alias* Meegahamulatenna, and Totillaghamula Demeda situated at Loluwela in the Divisional Revenue Officer's Division of Matale East in the Matale District, and bounded on the north and east by the remaining portion of the lot No. 15 G in plan F.V.P. 69, on the south by Kaikawela Magallawa Public Works Department Road, and on the west by the boundary of lot No. 15F.

Permanent Secretary,  
Ministry of Justice.

Colombo, 17th August, 1965.

8-879

A 3

## THE CONCILIATION BOARDS ACT

### Order

BY virtue of the powers vested in me by sub-sections (1) and (8) of section 3 and sub-section (1) of section 4 of the Conciliation Boards Act, No. 10 of 1958, as amended by Act No. 12 of 1963, I, Alexander Fairlie Wijemanne, Minister of Justice, do hereby—

(a) appoint the following persons to be members of the Panel of Conciliators constituted for the Pallewela village area described at No. 2 in the Schedule to the notice under section 3 (2) of the Conciliation Boards Act, No. 10 of 1958, published in *Gazette* No. 14,216 of 6.11.1964.

1. Mr. J. M. Piyasena of "Sisira Nivasa", Wellawilamulla, Kal-Eliya.
2. Mr. Thewarapperumage Don Carolis Singho of Pallewela.
3. Mr. Hewa Pedige Nadoris of Ambalanwatta, Pallewela.
4. Mr. Rattilakage Amerasinghe of Ambalanwatta, Pallewela.
5. Mr. Meragal Bedige Wijesinghe of Ambalanwatta, Pallewela.
6. Mr. L. Amerasinghe of 228, Pelapitigama, Pallewela.
7. Mr. Hetiyya Kandage Lucian Fernando of Gaspe, Banduragoda.
8. Mr. Vithana Arachchige Danie Cornelis Vithana of "Wedanivasa", Kal-Eliya.
9. Mr. Wadurawa Kankanamelage Methiyas Singho of Wellawilamulla, Kal-Eliya.
10. Mr. Aliyar Marikkar Abuthahir of Wellawilamulla, Kal-Eliya.
11. Mr. D. C. Dissanayake of Ganimulla, Banduragoda.
12. Mr. Jayasekera Pathirennahalage Samaratinga Jayasekera of Keppitiwalana, Banduragoda.
13. Mr. Nanayakkara Senarath Appuhamillage Somachandra Ariyaratne of Banduragoda.
14. Mr. D. C. Wijayasundera of Udu-ulla, Banduragoda.
15. Mr. Dissanayake Mudiyansele Jayasinghe of Pallewela.
16. Mr. Peter Ranatunga of Kukulnape, Pallewela.
17. Mr. Amerasinghe Pedige Somapala of Pelapitigama, Pallewela.
18. Mr. Amerasinghe Pedige Albin of Pelapitigama, Pallewela.
19. Mr. Gamage Emaliyanu of Webodamulla, Kal-Eliya.

(b) appoint Mr. J. M. Piyasena of "Sisira Nivasa", Wellawilamulla, Kal-Eliya, to be the Chairman of the aforesaid Panel; and

(c) determine that the period for which each such person is appointed as a member of the aforesaid Panel shall be 3 years from the date of the publication of this Order in the *Gazette*.

A. F. WIJEMANNE,  
Minister of Justice.

Ministry of Justice,  
Colombo, 19th August, 1965.

8-898

## THE CONCILIATION BOARDS ACT

### Order

BY virtue of the powers vested in me by sub-sections (1) and (8) of section 3 and sub-section (1) of section 4 of the Conciliation Boards Act, No. 10 of 1958, as amended by Act No. 12 of 1963, I, Alexander Fairlie Wijemanne, Minister of Justice, do hereby—

(a) appoint the following persons to be members of the Panel of Conciliators constituted for the Aparekka-Bambarenda village area described at No. 3 in the Schedule to the notice under section 3 (2) of the Conciliation Boards Act No. 10 of 1958, published in *Gazette* No. 14,216 of 6.11.1964.

1. Mr. Don Carolis Abeysundera of Kananke Rice Mill, Kadawedduwa, Yatiyana.
2. Mr. David Dissanayake of Hunnadeniya, Kottigoda.
3. Mr. Manimendra Acharige Peter of Arapotha, Kottigoda.

4. Mr. Piyadasa Dantanarayana of Arapotha, Kottegoda.
5. Mr. Manimendra Acharige Edmond of Arapotha, Kottegoda.
6. Mr. Nanayakkara Wickremasekera Palliyaguruge Francisco Gunaratne of Palle Aparekka, Diyagaha.
7. Mr. Okanda Gamage Don Juwanis of Uda Aparekka, Yatiyana.
8. Mr. Jamis Gunaratne of Hingurupattala, Yatiyana.
9. Mr. Weligama Palliyaguruge Don Juanis Wickremasekera Jayawardhena of "Jayawardhena Stores", Palle Aparekka, Diyagaha.
10. Mr. Amarasinghe Kankanamge Ariyadasa of Dandeniya, Urugamuwa.
11. Mr. Robison Abeygunawardhena of Nakuttiya Colony, Uda Aparekka, Yatiyana.
12. Mr. Kankanige Don Dias of Nakuttiya Colony, Uda Aparekka, Yatiyana.
13. Mr. Maruthuduwe Gamage Don Samel of Dandeniya, Ratmale.
14. Mr. Abeysondera Hettige Sirisena Nanayakkara of Kadawedduwa, Yatiyana.
15. Mr. Kananke Liyanage Don Dionis Gunawardhena of "Nihathamani", Bambarenda, Ratmale.
16. Mr. Don Turnelis Gunasekera Rajapakse of "Sudam", Bambarenda, Ratmale.
17. Mr. Damiyangoda Gamage Salmon Yapa of Wadigawegedera, Bambarenda, Ratmale.
18. Mr. Don Cornelis Bulegoda Arachchi of "Kusum", Bambarenda, Ratmale.
19. Mr. Don Paulis Kuruwita of "Sudharma", Nelumwewa, Ratmale.
20. Mr. Tippola Gamage Piyadasa Gunawardhena, Sub-Post Master, Dikwella.
21. Mr. Suwaris Ratnayake of Baddegammeda, Diyagaha.
22. Mr. Hamaragoda Kodituwakku Arachchige Jinadasa of Baddegammeda, Diyagaha.
23. Mrs. Hewa Masmullege Soma Abeywardhena of "Mangala", Naotunna, Kekanadure.
24. Mr. Palliyaguruge Piyadasa Nanayakkara of Kadawedduwa, Yatiyana.
25. Mr. Don Cornelis Palihakkara Amarasekera of Hunnadeniya, Kottegoda.
26. Mr. Abeysekerage Appuhamy of Pohosathugoda, Kottegoda.
6. Mr. Botalage David of Immilla, Mahagama.
7. Mr. H. D. Simon Singho of Naigoda, Welgama, Bulathsinhala.
8. Mr. Suriya Arachchige Dionis Sarathchandra of Ingiriya.
9. Mr. P. P. M. Fonseka of Paragoda, Horana.
10. Mr. A. W. Indraratne of Atara, Bulathsinhala.
11. Mr. D. A. Kannagara of "Jayasirimedura", Pahala Welgama, Bulathsinhala.
12. Mr. Diyakaduwege Don Hemapala of Egal-oya, Bulathsinhala.
13. Mr. Nayage Nomis Fernando of Nayadola, Mahagama.
14. Mr. L. U. D. Perera of Amaragedara, Bulathsinhala.
15. Mr. Ranawaka Achchige Don Abraham Appuhamy of Egal-oya, Bulathsinhala.
16. Mr. Jayana Arachchige Don Dilisiyes Appuhamy of Delmalla, Horana.
17. Mr. Watawala Hewage Saris Abhayaratne of "Uturusala", Galketiya, Yatagampitiya, Bulathsinhala.
18. Mr. G. Yasapala of Athara Welgama, Bulathsinhala.

(b) appoint Mr. Seemon de Silva Ranasinghe of Botale, Bulathsinhala, to be the Chairman of the aforesaid panel; and

(c) determine that the period for which each such person is appointed as a member of the aforesaid Panel shall be three years from the date of the publication of this Order in the *Gazette*.

A. F. WIJEMANNE,  
Minister of Justice.

Ministry of Justice,  
Colombo, 19th August, 1965.  
8-900

## THE CONCILIATION BOARDS ACT

### Order

BY virtue of the powers vested in me by sub-sections (1) and (8) of section 3 and sub-section (1) of section 4 of the Conciliation Boards Act, No. 10 of 1958, as amended by Act No. 12 of 1963, I, Alexander Fairlie Wijemanne, Minister of Justice, do hereby—

(a) appoint the following persons to be members of the Panel of Conciliators constituted for the Dikwella Village area No. 2 consisting of Wards Nos. 10, 11, 12, 13, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 of the Dikwella Village Council, described at No. 2 in the Schedule to the notice under section 3 (2) of the Conciliation Boards Act, No. 10 of 1958, published in *Gazette* No. 14,247 of 4.12.1964.

1. Rev. Bambarende Upatissa Thero of Maliyadda, Dikwella.
2. Mr. Baron Edirisinghe of Bathiegama, Dikwella.
3. Mr. Ariyasinghe Nigamuni of "Chandra", Wattagama, Dikwella.
4. Mr. Don Sumatissa Rajapakse of Bathiegama, Dikwella.
5. Mr. Dadallage Singhoappu Nandasena of Bathiegama, Dikwella.
6. Mr. Ardiyas Nigamuni of Siri Chullapaduma Mawatha, Bathiegama, Dikwella.
7. Mr. Kirineliya Gamage Danie of "Shantha", Kirineliya, Urugamuwa.
8. Mr. Piyasena Abeywardhena of Bathiegama West, Dikwella.
9. Mr. Yasodis Peter Muthukumarana of Maliyadda, Dikwella.
10. Mr. Merenchi Kankanam Gamage Arthur Jayasekera of Polgahamulla, Dikwella.
11. Mr. Kapugama Geeganage Dharmasiri of Maliyadda, Dikwella.
12. Mr. Don Abraham Kumanayake of Pahamunegoda, Dikwella.
13. Mr. David Arthur Amarasinghe of Hunnadeniya, Kottegoda.
14. Mr. Wilson Pedrick Amarasinghe of Hunnadeniya, Kottegoda.
15. Mr. Chandrasiri Palihakkara Amarasekera of Hunnadeniya, Kottegoda.
16. Mr. Don Nickolas Gunasekera of Polgahamulla, Dikwella.
17. Mr. Hewa Thondilage Thilakawardhena of Polgahamulla, Dikwella.
18. Mr. Hewa Gajaman Kankanamge Dharmadasa of Maliyadda, Dikwella.

(b) appoint Mr. Don Carolis Abeysondera of Kananke Rice Mill, Kadawedduwa, Yatiyana to be the Chairman of the aforesaid Panel; and

(c) determine that the period for which each such person is appointed as a member of the aforesaid Panel shall be 3 years from the date of the publication of this Order in the *Gazette*.

A. F. WIJEMANNE,  
Minister of Justice.

Ministry of Justice,  
Colombo, 19th August, 1965.  
8-899

## THE CONCILIATION BOARDS ACT

### Order

BY virtue of the powers vested in me by sub-sections (1) and (8) of section 3 and sub-section (1) of section 4 of the Conciliation Boards Act, No. 10 of 1958, as amended by Act No. 12 of 1963, I, Alexander Fairlie Wijemanne, Minister of Justice, do hereby—

(a) appoint the following persons to be members of the Panel of Conciliators constituted for the Gangaboda Pattu East Village area described at No. 2 in the Schedule to the notice under section 3 (2) of the Conciliation Boards Act, No. 10 of 1958, published in *Gazette* No. 13,996 of 26.3.1964.

1. Rev. Millawe Saranattissa Thero of Sri Punyawardhanaramaya, Delmalla, Horana.
2. Mr. Seemon de Silva Ranasinghe of Botale, Bulathsinhala.
3. Mr. Ranawaka Achchige Don Diyes Singho of Botale, Bulathsinhala.
4. Mr. Karunaratne Arachchige Munis Singho of Botale, Bulathsinhala.
5. Mr. Don Ilien Somapala of Co-operative Union, Agalawatta,

19. Mr. Merenchi Kankanamge Sammie Jayasekera of Polgahamulla, Dikwella.
20. Mr. Hewa Angappulige Madurapala of Murthagaspitiya, Urugamuwa.
21. Mr. Don David Wickremaratne of Denimullawatta, Urugamuwa.
22. Mr. Ihalawela Kankanamge Somapala of Mukalanyaya, Urugamuwa.
23. Mr. Fedrick Lionel de Silva Seneviratne of Wehella, Urugamuwa.

- (b) appoint Mr. Baron Edirisinghe of Bathiegama, Dikwella, to be the Chairman of the aforesaid Panel; and
- (c) determine that the period for which each such person is appointed as a member of the aforesaid Panel shall be three years from the date of the publication of this Order in the *Gazette*.

A. F. WIJEMANNE,  
Minister of Justice.

Ministry of Justice,  
Colombo, 19th August, 1965.

8-901

### THE CONCILIATION BOARDS ACT

#### Order

BY virtue of the powers vested in me by sub-sections (1) and (8) of section 3 and sub-section (1) of section 4 of the Conciliation Boards Act, No. 10 of 1958, as amended by Act No. 12 of 1963, I, Alexander Fairlie Wijemanne, Minister of Justice, do hereby—

- (a) appoint the following persons to be the members of the Panel of Conciliators constituted for the Dikwella Village area No. 1 consisting of Wards Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 14, 15, 16, 17 and 18 of the Dikwella Village Councils described at No. 1 in the Schedule to the notice under section 3 (2) of the Conciliation Boards Act, No. 10 of 1958, published in *Gazette* No. 14,247 of 4.12.1964.

1. Mr. Kutti Vidana Arachchige Amarasena of "Senani", Aluthgoda, Dikwella.
2. Mr. Abdul Latif Mohamed Yehiya of "Samshul Villa", Muslim Street, Dikwella.
3. Mr. Davith Singho Sugathadasa Jayasuriya of "Jayasiri", Dodampahala, Dikwella.
4. Mr. Hewa Thondilage Saradiyas of "Nuwana", Dikwella.
5. Mr. Pallimulle Hewa Geeganage Jinadasa of Wewurukannala, Dikwella.
6. Mr. Yasodis Nambukara Palliyaguru of Wewurukannala, Dikwella.
7. Mr. Nambukara Tantirige Charlie Seneviraja of Wewurukannala, Dikwella.
8. Mr. Sawuda Hennadige Wijayadasa Mendis of Dambagasara, Dikwella.
9. Mr. Palawinnage Somaratne Muthukumarana of Indigasara, Dikwella.
10. Mr. Palawinnage Sumanadasa Muthukumarana of Pelawatta, Wewurukannala, Dikwella.
11. Mr. Talpe Guruge Piyadasa Ferdinandis of "Ratnamahai", Walasgala, Dikwella.
12. Mr. Nanayakkara Wellalage Dayananda of Main Street, Dikwella.
13. Mr. Bambarenda Guruge Nandasena of Welihitiya, Dikwella.
14. Mr. Ahamed Abdulla Mohammed Madani of Muslim Street, Dikwella.

- (b) appoint Mr. Kutti Vidana Arachchige Amarasena of "Senani", Aluthgoda, Dikwella, to be the Chairman of the aforesaid Panel; and

- (c) determine that the period for which each such person is appointed as a member of the aforesaid Panel shall be three years from the date of the publication of this Order in the *Gazette*.

A. F. WIJEMANNE,  
Minister of Justice

Ministry of Justice,  
Colombo, 19th August, 1965.

8-902

### THE CONCILIATION BOARDS ACT

#### Order

BY virtue of the powers vested in me by sub-sections (1) and (8) of section 3 and sub-section (1) of section 4 of the Conciliation Boards Act, No. 10 of 1958, as amended by Act No. 12 of 1963, I, Alexander Fairlie Wijemanne, Minister of Justice, do hereby—

- (a) appoint the following persons to be members of the Panel of Conciliators constituted for the Kotadeniyawa Village area described at No. 1 in the Schedule to the notice under section 3 (2) of the Conciliation Boards Act, No. 10 of 1958, published in *Gazette* No. 14,216 of 6.11.1964.

1. Mr. David Senarath Dassanayake of Halpe, Mirigama.
2. Mr. Herath Rallage Gunasena of Halpe, Mirigama.
3. Mr. Muthugal Pedige Siriwardhana of Kitulwela, Banduragoda.
4. Mr. Sinhala Pedige Pabilis of Parana Halpe, Mirigama.
5. Mr. Kankani Arachchi Appuhamillage Charlis Edmon Appuhamy of Watumulla, Banduragoda.
6. Mr. Muthukuda Appuhamillage Cornelis of Kuliegedera, Kotadeniyawa.
7. Mr. Rassapana Appuhamillage Simon Appuhamy of Rassapana, Banduragoda.
8. Mr. Muthukutti Arachchige Peiris of Nawana.
9. Mr. Hapugala Arachchige Waidyasekera of Paragoda, Kotadeniyawa.
10. Mr. Karuna Pathirennehelage Aron Singho of Erabadda, Kotadeniyawa.
11. Mr. Adikari Appuhamillage Thomis Appuhamy of Rassapana, Banduragoda.
12. Mr. Jinarajadasa Gamini Wijewardhena Jayatilleke of Balagalla, Divulapitiya.
13. Mr. Suriya Arachchirallage Welaratne of Kuliegedera, Kotadeniyawa.
14. Mr. Elaboda Kankanamalage Piyasena of Kuliegedera, Kotadeniyawa.
15. Mr. Jayanetti Pathirannehelage Sirisena of Kuliegedera, Kotadeniyawa.
16. Mr. Atauda Achchi Talammahara Lekamalage Karunaratne of Pabala Kaluaggala, Banduragoda.
17. Mr. Don Henry Karunaratne of Kotadeniyawa.
18. Mr. Nainanayake Pathirennehelage Nandasena of Paragoda, Kotadeniyawa.
19. Mr. Hapugala Arachchige Wijeratne of Paragoda, Kotadeniyawa.
20. Mr. Adikarige Hemapala Adikari of Naranapitiya, Banduragoda.
21. Mr. Mudannayake Appuhamillage Emaliyes Appuhamy of Hangawatta, Banduragoda.
22. Mr. Gardi Achchige Karunasekera of "Prayaga", Hettimulla, Kotadeniyawa.

- (b) appoint Mr. David Senarath Dassanayake of Halpe, Mirigama, to be the Chairman of the aforesaid Panel; and

- (c) determine that the period for which each such person is appointed as a member of the aforesaid Panel shall be 3 years from the date of the publication of this Order in the *Gazette*.

A. F. WIJEMANNE,  
Minister of Justice.

Ministry of Justice,  
Colombo, 19th August, 1965.

8-903

### THE CONCILIATION BOARDS ACT

#### Notice

I, Alexander Fairlie Wijemanne, Minister of Justice, do hereby cancel the Order published in the *Government Gazette* No. 14,407 of 28.5.1965, constituting a Panel of Conciliators for the Udugaha Pattu Village area in Colombo District.

A. F. WIJEMANNE,  
Minister of Justice.

Ministry of Justice,  
Colombo, 19th August, 1965.

8-904

**THE CONCILIATION BOARDS ACT**

**Order**

BY virtue of the powers vested in me by sub-sections (1) and (8) of section 3 and sub-section (1) of section 4 of the Conciliation Boards Act, No. 10 of 1958, as amended by Act No. 12 of 1963, I, Alexander Fairlie Wijemanne, Minister of Justice, do hereby—

(a) appoint the following persons to be members of the Panel of Conciliators constituted for the Hanwella-Peruwa Village area described at No. 8 in the Schedule to the notice under section 3 (2) of the Conciliation Boards Act, No. 10 of 1958, published in *Gazette* No. 13,837 of 29.11.1963.

- (1) Rev. Kekanadure Dharmasiri. Thero of Ihala Hanwella, Hanwella.
- (2) Mr. Gardiya Tantrige Charles Ruberu of Artigala Road, Meegoda.
- (3) Mr. Kuruppu Arachchige Don Robert Appuhamy of Jaltara, Ranala.
- (4) Mr. Senarath Mudalige Don Siriya of Ihala Hanwella, Hanwella.
- (5) Mr. Stanley Weerasinghe of Pahala Hanwella, Hanwella.
- (6) Mr. Alis Jayasinghe of Pahala Hanwella, Hanwella.
- (7) Mr. Kulupana Badalge Premadasa of Ihala Hanwella, Hanwella.
- (8) Mr. Dayasiri Owasekera Rupasinghe Jayawardhena of Jaltara, Ranala.
- (9) Mr. Don David Hiripitiya of Artigala Road, Meegoda.
- (10) Mr. Samaratunga Liyanage Gunawardhena of Artigala, Hanwella.
- (11) Mr. Hettiarachchige Benedict Edward Logus Dharmaratne of Owitigama, Meegoda.
- (12) Mr. Welikannage Don Aron Singho of Mawatagama, Padukka.
- (13) Mr. Pitiyage Reginald of Mawatagama, Padukka.
- (14) Mr. Don Kirineris Sudasinghe of "Sinhagiri", Batawala.
- (15) Mr. Rope Gamage Sadiris Jayatissa of Ihala Hanwella, Hanwella.
- (16) Mr. Dhanapala Welikala of Artigala, Hanwella.
- (17) Mr. Don Paul Kariyawasam Atukorale of Artigala, Hanwella.
- (18) Mr. Sendanayake Arachchige Senaratne of Mawatagama, Padukka.
- (19) Mr. Kandanhenge Don Obiyas of Mawatagama, Padukka.
- (20) Mr. Don Sediris Perera Attanayake of Jaltara, Ranala.
- (21) Mr. Don Viyolis Kasturiarachchi of Ihala Hanwella, Hanwella.
- (22) Mr. Piyadasa Perera Attanayake of Jaltara, Ranala.
- (23) Mr. Ranjit Dayananda Puswella of Artigala, Hanwella.
- (24) Mr. Govinnage Dharmasiri Kularatne of Owitigama, Meegoda.
- (25) Mr. Uggallage Don Sethan Perera of Kurunduwatta, Meegoda.

- (b) appoint Mr. Gardiya Tantrige Charles Ruberu of Artigala Road, Meegoda, to be the Chairman of the aforesaid Panel; and
- (c) determine that the period for which each such person is appointed as a member of the aforesaid Panel shall be 3 years from the date of the publication of this Order in the *Gazette*.

A. F. WIJEMANNE,  
Minister of Justice.

Ministry of Justice,  
Colombo, 17th August, 1965.  
8-992

**THE CROP INSURANCE ACT, No. 13 OF 1961**

**Order under Section 11 (1)**

ORDER made by the Minister of Agriculture and Food under Section 11 (1) of the Crop Insurance Act, No. 13 of 1961.

M. D. BANDA,  
Minister of Agriculture and Food.

Colombo, August 18, 1965.

**ORDER**

The following causes shall be specified causes for purposes of section 11 (1) of the Crop Insurance Act, No. 13 of 1961:—

- (1) Lack of water.
- (2) Drought.
- (3) Excessive water.
- (4) Floods.
- (5) Plant diseases.
- (6) Insect infestations.
- (7) Wild boar.
- (8) Wild elephant.
- (9) Adherence to the methods of farming approved by the Commissioner.

8-884/1

**THE CROP INSURANCE ACT, No. 13 OF 1961**

**Order under Section 12 (1)**

BY virtue of the powers vested in me by section 12 (1) of the Crop Insurance Act, No. 13 of 1961, I, Mohottalage Dingiri Banda, Minister of Agriculture and Food, do by this Order, determine that the sixth term of Insurance shall be one year, reckoned from the date of commencement of 1965-66 Maha season.

M. D. BANDA,  
Minister of Agriculture and Food.

Colombo, August 18, 1965.  
8-884/2

**THE CROP INSURANCE ACT, No. 13 OF 1961**

**Notification under Section 24 (1)**

BY virtue of the powers vested in me by section 24 (1) of the Crop Insurance Act, No. 13 of 1961, I, Mohottalage Dingiri Banda, Minister of Agriculture and Food, do hereby determine that the rates at which indemnity is payable in respect of the paddy crop in the Maha season of 1965-66 and the Yala season of 1966, shall be as specified in the Schedule hereto.

Colombo, August 18, 1965.

M. D. BANDA,  
Minister of Agriculture and Food.

**SCHEDULE**

Stage of Production	In case of Total Loss		In case of Partial Loss	
	Rate	Per Centum of Loss	Per Centum of Loss	Rate
When the loss occurs during the period between the time when it is not possible to resow or replant and the time of flowering	70 per centum of the maximum amount of indemnity payable	30 and below 30 Over 30	30 and below 30 Over 30	Nil Same per centum of the amount of indemnity payable in case of total loss during this stage as the per centum of loss
When the loss occurs during the period between the time of flowering and the date of harvesting	100 per centum of the maximum amount of indemnity payable	30 and below 30 Over 30	30 and below 30 Over 30	Nil Same per centum of the maximum amount of indemnity payable as the per centum of loss

No. T. 7/755.

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131**

THE award transmitted to me by the President, Labour Tribunal 4 to whom the Industrial dispute which had arisen between Industrial and General Workers' Union, 123, Vinayalankara Mawatha, Colombo 10 of the one part and Messrs. H. W. Pathinayake, C. W. Pathinayake, D. A. W. Pathinayake, G. W. Pathinayake, D. D. W. Pathinayake and K. W. Pathinayake, all of Kirinda, Puhulwella, the Proprietors of New Clay Works, Kirinda, Puhulwella of the other part, was referred by Order dated January 27, 1965, made under section 4(1) of the Industrial Disputes Act, Chapter 131, as amended by the Industrial Disputes (Amendment) Acts, Nos. 14 and 62 of 1957 and 4 of 1962 and published in Ceylon Government Gazette No. 14,312 of February 5, 1965 for settlement by arbitration is hereby published in terms of Section 18(1) of the said Act.

N. L. ABEYWIRA,  
Commissioner of Labour.

Department of Labour,  
Colombo 3, 13 August, 1965.

**In the matter of an Industrial Dispute**

BETWEEN

The Industrial and General Workers' Union, 123, Vinayalankara Mawatha, Colombo 10.

AND

H. W. Pathinayake, C. W. Pathinayake, D. A. W. Pathinayake, G. W. Pathinayake, D. D. W. Pathinayake and K. W. Pathinayake of Kirinda, Puhulwella, the Proprietors of New Clay Works, Kirinda, Puhulwella.

AWARD

No. ID/LT/G. 19.

This industrial dispute was referred to me by the Hon. Minister of Labour and Housing under the provisions of Section 4(1) of the Industrial Disputes Act as amended.

The matter in dispute between the parties is, according to the statement of the Commissioner of Labour appended to the reference, whether the termination of employment of the employees of Schedule 'A' hereto is justified and to what relief each of them is entitled.

The union filed their statement on 9th March 1965 wherein they claimed that the workers concerned in the dispute have been unjustly discontinued from employment. On that basis they claimed re-instatement with back wages.

The employers in their statement took up the position that on 7th October 1964, at the place of business of the employers the workers concerned had a sit down strike at which there was intimidation on other workers. On the following day, the Labour Inspector intervened and attempted to bring about a settlement. Two female workers had been suspended by the management for a period of three days. The management agreed to reduce the period of suspension, to two days, but the workers continued their strike. That was on 8th October 1964. On the following day, a Labour Officer advised the workers on strike to resume work but they refused to do so putting forward 18 demands which were not the cause of the strike. On 10.10.64 (that was the day on which the period of suspension of the women workers was over) notice was given to the strikers that if they did not return to work on the 12th October 11th was a Sunday—they would be deemed to have vacated their posts. The workers not having turned up, a notice of vacation was read over to the strikers on the 12th October, but they still refused to go back for work. On the following day, namely the 13th October Mr. H. W. Pathinayake, on behalf of the management interviewed the Labour Officer, Matara on an invitation. The statement of the employers further states that the workers agreed to resume work after an apology to the management but they failed to tender the said apology. A further discussion took place on a subsequent occasion where the management undertook to give work to the strikers provided they admitted their fault, and provided further that four of the strikers would be given work at a point of time later than the resumption of work by the other strikers. The workers failed to carry out "their part of the agreement" and on 4th November 1964 the management informed the strikers by registered post that they should return to work "as agreed". The strikers failed to resume work. The management further adds in their answer that it would not be possible to maintain discipline if the workers are allowed to be misled by one or two designing workers.

I have outlined the answer of the management fully because of the complicated nature of the dispute between the parties.

The case came up for hearing on 25th May 1965. Mr. Bertram Gunatilleke appeared for the union whilst Mr. Sumitta Dahana-yake instructed by Mr. Dudley Samarawickrema appeared for the respondents.

On the first date of hearing a preliminary objection was taken by learned counsel for the respondents who stated that the reference was bad on three grounds:—

- (1) The reference is in general terms.
- (2) The particulars of the matters in dispute are not matters for the Commissioner of Labour.
- (3) The reference does not specify that the particulars of the dispute as given by the Commissioner of Labour have received the sanction of the Minister.

Section 4(1) read together with Section 16 of the Industrial Disputes Act (as amended) supplies the answer to these objections. All that is necessary for the Minister to do for compliance with Section 4(1) aforesaid is for him to make an order in writing to an arbitrator for the settlement of an industrial dispute (notwithstanding that the parties to such dispute do not consent to such reference). Nowhere is it stated that the Minister himself must state the dispute. On the contrary Section 16 aforesaid states that where an industrial dispute has been referred for arbitration it shall be accompanied by a statement prepared by the Commissioner setting out each of the matters which to his knowledge is in dispute between the parties. Thus I see no substance in this preliminary objection and accordingly I have dismissed it.

The union had to begin the case as the employers denied termination of services of the various workers concerned in this dispute.

Before I proceed I have to state that of the 52 workers concerned in this dispute the case of four workers was unconditionally withdrawn.

These workers are:—

14. K. K. Dainis
27. K. K. P. Podihamy
46. J. G. Siyadoris
49. L. P. Jemis

These workers will thus be excluded from the dispute.

One clerical error in the schedule of workers of the statement of the Commissioner was also corrected of consent. The worker 37 will read as W. G. Podihamy. The worker 39 will read as K. P. Hinnihamy *alias* K. G. Hinnihamy *alias* K. P. H. Hinnihamy.

It would appear that the dispute in this case arises from a strike launched by the union on 8th October 1964. On the preceding day, a union member by the name of Girigoris had been ordered out of the premises by Mr. H. W. Pathinayake, the active partner of a brick manufacturing business called New Clay Works. The incident in question is in connection with the damage to some tiles manufactured by the firm. On the self same day two female members of the union were punished by suspension of work for a period of three days on the ground that they were detected idling. The three workers made complaint to their union President. On the same evening a meeting of the union was held and it was decided that on the following morning the President should demand work for the three workers and if that was turned down, strike action should ensue. Accordingly work was demanded and when it was refused the strike was called by the union.

The Assistant District representative of the union, Mr. Gunawardena sent a telegram (A.1) to the Labour Officer, Matara, and called at his office the same day to make a written complaint (A.2). The Labour Officer, Mr. Wijesiri intervened forthwith but to no purpose. On the following day, that is 9th October the union handed over to the Labour Officer the letter A.3 consisting of 18 demands, one of which was the immediate employment of the workers aforesaid. I shall not enumerate here the entirety of these demands. Suffice it to state that these demands related to under-payments, wage scales, mode of payment of wages, advances, overtime payments, insurance, workmen's compensation, maternity benefits, sanitary and welfare facilities and such other humanitarian requirements. These (barring one) were not the proximate cause of the strike.

Mr. Pathinayake admits that on the same day, namely 9th October, he got a copy of the demands from the Labour Officer who visited the work-place. On the self same day he expressed his willingness to the Labour Officer to reduce the period of suspension by one day, but this did not meet with the approval of the strikers. Thus the strike proceeded. The period of suspension of the female workers was to be over on the 12th October, 11th being a Sunday.

The 18 demands aforesaid—rather 17 demands (the other being the claim for immediate employment of the three workers in question)—created a tense situation. Perhaps obsessed by the formidability of the 17 extra demands of the union of which Mr. Pathinayake became aware on the 9th October for the first time, and triumphant that he had somehow achieved his object



of not giving work to the female workers during their period of suspension, Mr. Pathinayake posted a notice on the notice board—vide R. 2—which ran as follows :—

Kirinda, Puhulwella.  
10.10.64.

The period of punitive suspension ends today. Therefore these offenders and other strikers should resume work on 12.10.64. If this order is not complied with, they will be treated as having unlawfully quitted employment and legal action will be taken against them for the losses caused by them to this institution.

Sgd. H. W. Pathinayake

This was read on 12.10.64 at about 11.15 in the presence of Police Officers who had come to give protection. Besides, I once again made order that they should resume work in the afternoon.

Sgd. H. W. Pathinayake.  
12.10.64.

The post-script, it will be seen is dated 12th October 1964. It invites the workers to turn up on the 12th afternoon. The workers did not turn up.

This notice no doubt appears at first glance to be a masterpiece of strategy. Yet it did not achieve its object. The reason is obvious. The vanquished were not yet to be beaten up.

In this context the two disgruntled parties attended a conference summoned by the Labour Officer, Matara, on 13th October 1964. What happened at that conference is a matter of keen dispute and I shall refer to that later.

Presently I propose to examine the events of the 7th October to the 13th October in the light of the entirety of the evidence before me to consider whether it could be said that the strike and the continuance of the strike from the 8th to the 13th was justified. There were two grounds for the strike. The first is the allegation made against Mr. H. W. Pathinayake that he assaulted a union member called Girigoris and expelled him from the premises. I shall dispose of the charge of assault by stating that this Girigoris's statement to the police on the question of the assault is contradictory to the evidence he has given in this case. But that does not end the cause for resentment on the part of the trade union in connection with the incident of Girigoris. Girigoris's version with respect to the incident where he figured is to my mind exaggerated. There is no doubt however that he had been treated in a high handed manner. One gets a glimpse of what happened in connection with Girigoris from the letter Mr. Pathinayake has addressed to the Commissioner of Labour on the 8th October which is marked A. 14. This letter states that on 7.10.64, the writer (Mr. Pathinayake) questioned Girigoris regarding the damage to some tiles and that he ordered him out of the gate because he replied in a disrespectful and obstinate manner. That is all that he states in that letter in respect of Girigoris. This version of the incident of Mr. Pathinayake is supported by his evidence on 2.7.65, where he states that when Girigoris repeated in a loud tone that he did not see who had damaged the two tiles in question, he ordered him to get out of the premises. Apart from Girigoris's loud tone there was nothing objectionable in what he said or in what he did. Mr. Pathinayake specifically states on that date of his evidence that Girigoris did not say anything to hurt his feelings either both before or after he was ordered out. This version of Mr. Pathinayake was no doubt changed on 5th July 1965 when he continued his evidence before me and, to say the least of it, I shall not rely on the changed version. I would rather prefer to act on Mr. Pathinayake's version of the incident as referred to in his letter to the Commissioner of Labour on 8th October 1964 and his evidence before me on the first date where he deposed to the incident in question. To use the language of Mr. Pathinayake he had told the workman, "Get out from the place. If people like you stay in places like this, these places will get ruined". This language is indeed too strong especially if the worker himself was innocent, and it savours of an utter disregard for human dignity. The modern trends of industrial thought in respect of the dignity of labour, more specially in respect of the treatment of labour, completely conflict with this attitude of the employer. I shall not elaborate this point any further, but I wish to state that though there is certainly a difference in the social status between an employer and a workman, the present concept of an employee is not that he is a chattel but an equal of the employer in the contract of employment. If therefore the workman uttered, whom he left the premises on the day in question, as Mr. Pathinayake would have it that the workman did according to his evidence on the second day, words to the following effect: "We are all one, this is not your era", I think Mr. Pathinayake was himself to blame.

Stronger still is the grievance of the union regarding the attitude of the employer Mr. Pathinayake in respect of the suspension of the two female workers. The cause of suspension is according to Mr. Pathinayake the detection of these two workers idling. Thus suspension admittedly was punitive in character. The duration of idling one does not know from the evidence of Mr. Pathinayake. But even if these two workers "idled" it must have been, on the impression I gained, for just a few minutes. These workers were essentially manual workers

and a little idling I suppose is not absolutely impermissible in their occupation. Even if, nevertheless, a strong minded employer must take those two "idling" women to task, the punishment of suspension of these two workers for the first offence of its kind for a period of three days in an institution where other disciplinary measures seem to have been adopted, such as fines, to my mind is impetuous and harsh and must shock the conscience. At any rate one cannot blame a trade union viewing such a matter with grave concern. I am not forgetful here of the principles adopted in the celebrated Buckingham and Carnatic Mills case (1952 (1)L.L.J. 805) that the mode of punishment must be left to the management that knows best of its own problems. But even there it was held that if it is clear that the punishment is either perverse or baseless (as I shall presently show), or is such that it disturbs the conscience, that punishment should not be allowed to stand. I must state here that the employer has in my view failed to justify this suspension for a period of three days so far as, at any rate, the suspension of Gunawethie was concerned. I prefer to act completely on her evidence. This witness gave her evidence with the utmost candour and the impression that she created in my mind was that in her own rustic, illiterate way she was speaking nothing but the truth. Her evidence has not been shaken, whilst Mr. Pathinayake's is open to doubt as I have hinted earlier. She does not deny that she had been earlier told by Mr. Pathinayake not to idle. But according to her evidence, on the day in question, she was obstructed by another worker who stooped to pick up an article called "Aechchu Kanda". There was no space for her to proceed in her task and whilst she waited till the other worker picked up the said article, the employer Mr. Pathinayake called her, suspended her for a period of three days and sent her away. She did not get a name for that day. This punishment is harsh. It is also *two-fold*; the worker does not get a name; at the same time, she is suspended for a period of three days. According to Mr. Pathinayake when the two workers concerned were questioned, one of them said that she was waiting 'till the tiles were removed' and the other, 'till the others get to a side'. Mr. Pathinayake was constrained to admit that the punishment was heavy. But he added that the type of punishment he gave was not sufficient for that type of offence. It is interesting to note here that Mr. Pathinayake said that a fine is a heavier punishment than suspension for a period of time. His own evidence illustrates the insincerity of this view. The management sought to justify this punishment on the ground that the trade union workers were adopting "Go Slow" tactics for some period of time. I am of the view that there is no reliable evidence to support such a position. In fact, in none of the conferences before the Labour Officers or the Asst. Commissioner of Labour during the pendency of the strike was this position taken. I am of the opinion that this allegation of a "Go Slow" is only an after-thought. Sabotage was alleged in that more tiles happened to be damaged. I can conceive of several ways in which, apart from sabotage, more tiles came to be damaged. There is no evidence worthy of acceptance on this point.

One other aspect of the cause of the strike from the standpoint of the legality of the suspension order I would like to discuss. In the teeth of the union canvassing the propriety of this suspension order, one would have expected the employers who sought to justify the stand they took, to place evidence before me regarding the terms of the contract of employment which enabled them to suspend. It is settled law that the employer has no inherent right of suspension. This right can arise, as far as I see, from only two sources. One is the express terms in the contract of employment (see *Bird Vs. British Celanese Limited* (1945) K.B. 336). The other is from a given statute governing a given contract of employment (see *Ridge Vs. Baldwin* (1962) 1 All E. R. 834). The only exceptions to the above rule appear to be in respect of a contract of employment where the current, operative practice in the kind of employment that is in question provides for, by implication, the right to suspend (see *Marshall Vs. English Electric Co. Ltd.* (1945) 1 All E.R. 653), and where, depending on the nature of the contract, a necessary implication arises in regard to the right of suspension on the occurrence of an unforeseen event beyond the control of the employer. As was said by the Supreme Court of India in *Hotel Imperial Vs. Hotel Workers Union* (A.I.R. 1959 S.C. 1342 :—

"It is now well-settled that the power to suspend, in the sense of a right to forbid a servant to work, is not an implied term in an ordinary contract between master and servant and that such a power can only be the creature either of a statute governing the contract, or of an express term in the contract itself. Ordinarily, therefore, the absence of such power either as an express term in the contract or in the rules framed under some statute would mean that the master would have no power to suspend a workman and even if he does so in the sense that he forbids the employee to work, he will have to pay wages during the so-called period of suspension. . . . These principles of the ordinary law of master and servant are well settled".

The strike no doubt was a lightning strike. But strike strategy is difficult to predict. This kind of strike action, commonly described as lightning strikes, is not uncommon in industrial relations. In its tactical level, it is extremely effective. In the instant case, on the top of a suspension order which was to be effective forthwith, strike action could not reasonably have been postponed if it was to be purposeful. Its bona fides is



seen from the fact that simultaneously the union sought the intervention of the Labour Department for re-employment of the workers. (vide A. 1 and A. 2).

I do not thus agree with the learned counsel for the respondents when he claimed that this strike is unjustified. Some faint suggestion was made that it assumed at the inception an illegal character, and rendered itself unjust. It was stated that the strikers remained in the premises when the strike commenced. Mr. Pathinayake said, "The strikers sat inside the work-place. I asked them why they were seated. The workers did not reply". The duration of time of the strikers so remaining one does not know. The expression "sit down strike" was used to describe this conduct (if any) on the part of the strikers. It is common ground that the strikers were not on their jobs or at their posts. The sit down strike, as is known to industrial law, connotes the concept of workers feeding and housing themselves on their jobs and is associated perhaps with the belief that the workers had property in their job. This kind of strike is intended to prevent recruitment of substitutes and to combat effectively (though not legally) the employer—utilisation of instruments of violence and chicanery in breaking strikes (Ludwig Teller—Vol. 1 p. 311). It occurs "Whenever a group of employees or others interested in obtaining a certain objective in a particular business forcibly take over possession of the property of such business, establish themselves within the plant, stop its production and refuse access to the owners or to the others desiring to work" (C. C. H. Labour Law Service, 1937-1940 p. 332). By what stretch of imagination the conduct of the strikers can be described as a sit-down strike I regret I cannot understand.

I am unable to state that there is no justification for this strike.

The history of the strike shows what mighty contests can spring from trivial causes. I am not here referring to the cause for the strike. I am referring here mainly to the incidents of the 8th October from when intervention by the Labour Department went out of gear. On the 8th October, Mr. Pathinayake agreed to reduce the period of suspension by one day. The workers declined this offer. Thence forward the employer laid more strings on the strikers for settlement. The disappointment of Mr. Pathinayake with the attempts made by the Labour Officer is reflected in a graphic letter he wrote on the 14th October, 1964 (R. 1) where he said that in spite of his own request that he should reduce the period of suspension, the Labour Officer was unable to get the strikers to agree. I must observe here—and this matter I shall finally take into consideration—that the union aggravated the situation by submitting to the Labour Officer a letter consisting of 18 demands, 17 of which were not the proximate cause of the strike and which could have been more appropriately settled, in my view, by recourse to the provisions of Section 4 of the Industrial Disputes Act as an alternative to the continuance of strike action. In this context, I must state that the subsequent conduct of the union shows that they did not press these demands. If that wisdom was applied by the union on the 8th itself, the door would have been open for better relations between the strikers and the management. It has to be mentioned here that, as is evident, from the instant case, strategy apart, the strike continuance caused immeasurable loss not only to the union but also to the management. It must have had its repercussions on the state as well, the employers' business being a local industry. I propose to take this matter into consideration on the question of relief. Strike action is a double edged weapon, the point of which can sometimes be used to inflict injury on the state. One attitude to this question derives from the principle that strikes are always justifiable in a society dominated by the bourgeoisie. This attitude which springs from class warfare as the *raison d'être* of labour movements has not always been acceptable in the democratic pattern. Though strike has not been outlawed, it should not be outside the compass of a community, (and therefore of a Tribunal) to give some measure of thought to the repercussions this warfare may have on the welfare of the state itself.

Passing now to the events of the 10th October I must say that they are tainted so far as the employer is concerned by his notorious notice R. 2 (quoted above). It no doubt announced the employer's intention to give time to the workers to turn up on the 12th but the language in which it has been couched, from a psychological standpoint, is far from inviting.

This notice was a notice regarding vacation of post. The workers did not turn up on the 12th October when the vacation order was to be operative. In that light, Mr. Pathinayake suggests that the strikers had vacated their posts and should not be entitled to any relief.

This plea of vacation of post in my opinion is untenable. The with-holding of labour which is the essence of strike action and which has been recognised by the state in its developed industrial concept, cannot be defeated by a vacation of post order if there is no intent to determine the industrial relationship (W. A. Supply Co. Vs. Registrar of Friendly Societies (1904) 6 W. A. L. R. 199). The key consideration is the presence or absence of the demand. "A strike does not break the employment nexus, though if the striking employees do not give the requisite notice of termination of their services they commit a breach of contract in striking. On the other hand, a combination which would otherwise amount to a strike does not cease to be such merely because the men give notice of termination of their individual contracts of service by whatever length of notice is requisite in

law. Mass resignation may still constitute a strike if done pursuant to combination and the element of demand exists.

This has been several times held by the New South Wales Courts and is undeniably correct. The only effect of the giving of notice is that the strikers cannot be sued individually for breach of contract. . . . . The only reason why a mass resignation where the workers all give notice of termination may still be a strike is that they contemplate that they would seek re-engagement if the employer capitulated. By the same reasoning a lock-out would not be constituted if the employer discharged all the workmen simply because he was tired of their industrial demands provided that he did not intend to take them back even if they abandoned their demands." Sykes on Strike Law in Australia p. 57. On this line of industrial thinking, the vacation of post notice R. 2 did not bring about, *whilst the element of demand existed*, an abandonment of the contract of employment when the strikers did not turn up on the 12th October. The element of demand is established by the presence of Mr. Pathinayake before the Labour Officer on the 13th October, the subsequent negotiations and the deferment of the dissolution of the contract of employment on the conduct of Mr. Pathinayake himself till perhaps towards the middle of November. As was stated in the American case of Iron Moulders' Union Vs. Allis Chalmers (166 F. 45, 91 C. C. A. 631), "Neither strike nor lock-out completely terminates, when this is its purpose, the relationship between the parties. The employees who remain to take part in the strike or whether the lock-out do so that they may be ready to take them back on terms to which he shall agree. *Manifestly*, then, pending a strike or a lock-out, and as to those who have not *finally and in good faith* abandoned it, a relationship exists between the employer and employee that is neither that of the general nature of employer and employee nor again that of employer looking among strangers or employees seeking from strangers employment". See also Newcastle Wharf Labourers' Case (1902) 1 A. R. (N. S. W.) 1.

I shall now proceed to the next stage of the history of this dispute. It is common ground that both Mr. Pathinayake and the union representatives appeared before the Labour Officer Mr. Wijesiri on the 13th October at his office at Matara. Mr. Pathinayake refused to recognise the union and participate at the same table in any discussion where the union representatives were present. Accordingly the Labour Officer held discussions separately and went through the entirety of the 18 demands. A. 4 constitutes the notes of this conference. According to these notes the first demand was the re-instatement of the two female workers concerned and the male worker Girigoris *with wages for the period of non-employment*. An agreement was reached to take them back *without back wages*. Some demands were withdrawn, some postponed and others settled. A compromise appeared to have been reached.

As to the nature of the compromise there is certainly some confusion. Mr. Pathinayake is alleged to have stated to the Labour Officer that he had informed the strikers that their services had been terminated for contravention of his vacation of post notice. He was willing to take them back however provided they tendered an apology to him. The conference notes point out that when Mr. Pathinayake was told that that could not be done by the strikers, he *unconditionally* agreed to take them back on the 14th October. (The italics are mine) The notes state that the workers also undertook to resume work on the 14th October. Notwithstanding, it has been strongly urged that Mr. Pathinayake did not give any undertaking to take back the strikers without an apology. Mr. Wijesiri, the Labour Officer, was perfectly certain both from his memory and his notes that Mr. Pathinayake ultimately agreed to take back the workers without an apology. Learned counsel for the employers states that Mr. Wijesiri's evidence on this point must be rejected for several reasons. One is that according to Mr. Alwis, Assistant Commissioner of Labour, who presided at the conference of the 23rd October, neither Mr. Wijesiri nor Mr. Piyasena, the two Labour Officers who handled this dispute, made any mention whatsoever about this broken undertaking. But it is the evidence of Mr. Alwis that he did not go into the history of the dispute and in that light, whilst there was perhaps something wanting on the part of the Labour Officers not to have acquainted the Assistant Commissioner of Labour with the history of the dispute particularly with reference to the allegation made that Mr. Pathinayake had gone back on an undertaking, I shall not draw any serious inference against the version of Mr. Wijesiri that when Mr. Pathinayake refused to take back the strikers on the 14th October unconditionally, he (Mr. Pathinayake) had broken his pledge. Learned Counsel for the respondents then refers to the evidence of the Labour Officer Mr. Piyasena and urges that if Mr. Pathinayake had undertaken to take back the workers unconditionally, the first question that this Labour Officer should have asked Mr. Pathinayake at the conference of the 16th October which he held was as to why Mr. Pathinayake had gone back on his undertaking. This Labour Officer stated that he learnt from Mr. Wijesiri that the dispute had been settled on the 14th October without the workers having to tender an apology, but at the same time (as learned counsel argues) he did not confront Mr. Pathinayake with the most pertinent question of a retracted undertaking. To me, certainly, Mr. Piyasena's omission to do so looks strange, judging the matter from the standards of common sense, but as this officer's evidence is full of contradictions, I must say it is safer for me to consider that his evidence should be of no assistance this way

or the other on this much disputed point. I must however state that some suspicion as to the truth of the version regarding the retracted undertaking has been infused into my mind by this officer's evidence. The next point made by learned counsel is that Mr. Wijesiri's telegram of the 13th October to Mr. Pathinayake should suggest that Mr. Pathinayake had only undertaken to take back the strikers conditionally. Learned counsel relies on the text of this telegram (X. 4) which runs as follows :—

“In accordance with the discussions with me, the workers will turn up for work on the 14th. Please give them work—Labour Officer, Matara.” (The translation is mine)

It was suggested that the phrase “In accordance with discussions with me” has been put into the text as the Labour Officer knew that Mr. Pathinayake was willing to take back the workers subject to the condition (as discussed) that they tendered an apology to him. The phrase aforesaid, I must mention here, is used in the telegram sent by the Labour Officer on the self same occasion to the union. This telegram (Y) runs as follows:—

“In accordance with the discussions with me, please ask the workers of New Clay Works who are now on strike to go for work on the 14th morning—Labour Officer, Matara.” (The translation is mine).

There is no doubt some point in the counsel's submission but it would strike me that if the Labour Officer sent the telegram in that form because of a conditional undertaking, it would equally not have been difficult for him to have informed the parties specifically about what they should respectively do on the 14th. I am rather inclined to the view that the phrase in question (in Sinhalese) was just a reference to the discussion that morning—as is usually included in official correspondence—and no more. In point of fact no question was asked from this Labour Officer as to what he actually meant by the use of this phrase in his telegram. I must state here that Mr. Pathinayake who refused work to the strikers on the 14th morning on their failure to tender an apology (or to admit their fault) appears to have given (in my view, after reflection) a twist to the Labour Officer's phrase when on the 15th October—not the 14th—he wired to the Labour Officer as follows :—

“In accordance with the discussions, workers have not turned up for work after admitting their fault.”

Incidentally what appears in Mr. Pathinayake's text in regard to the question of the apology is the phrase “after admitting their fault” and not “after tendering an apology”. The telegram of Mr. Pathinayake is certainly belated and its belatedness coupled strongly by the fact that when on the 14th October Mr. Pathinayake wrote to the Labour Officer—vide R. 1—(that was after the workers had at the morning muster time failed to “admit their fault”)—no mention whatsoever has been made about the union members going back on the undertaking to apologise or to admit their fault (as alleged), drives me to the conclusion that the telegram A. 6 is the product of some fertile after-thought. In this context I must observe that some effort was made to show that this telegram which was received in the Labour Officer's office on the 15th October was despatched to the post office by the management on the 14th itself, but the telegram receipt bears the date of the 15th October. The telegram itself bears evidence that it was handed over to the post office on the 15th afternoon at “13.15”. It was also urged by learned counsel that the failure on the part of Mr. Wijesiri to take the signature of Mr. Pathinayake and the union officials to the memorandum of settlement on the 13th October (A. 13) shows that this Labour Officer's notes should not be accepted. In this connection I must state that I place reliance on the evidence of Mr. Wijesiri though I dare say that had the signatures been taken, this case would not have assumed the complexion it has. Mr. Wijesiri's evidence is corroborated by the evidence of Mr. Jinadasa, the union President, which is unshaken in cross-examination and which I believe. It is also corroborated by the evidence of Mr. Gunawardena, Assistant District Representative, whose evidence again I lean on (though somewhat shaken in respect of immaterial particulars). The view therefore I take in respect of the discussions of the Labour Officer with the parties on the 13th October is that Mr. Pathinayake had ultimately undertaken to take back the workers on the 14th unconditionally.

I must confess that the conclusion that I have arrived at in this regard has been reached after considerable difficulty. I might not have experienced that if when the matter was going out of hand the departmental officers who knew of the possibility of a reference of this dispute to an arbitrator acted with greater foresight. I am constrained to state this because much has been made of their omissions and commissions by learned counsel for the respondents. I regret also to observe that three officers from the Labour Department had mediated in this dispute, but the situation gradually deteriorated. The fault may perhaps be in the employer or in the union. Or even in the conciliator. As for official mediation this has to be said: it is baffling that there has been some ignorance of the history of the dispute on the part of the departmental officials barring one. Persuasion, so necessary in conciliation, where human problems are concerned, cannot always succeed with the history of the dispute relegated to the background. The most pertinent question that should have been asked from Mr. Pathinayake on

the level of official mediation was, as learned counsel for the respondents suggested (in a different context), why Mr. Pathinayake had gone back on an undertaking to take the strikers back unconditionally. The truth would have emerged then and the dispute perhaps thrashed out. The tendency (if any) to undermine the value of concentrated conciliation purely because arbitration machinery is available I must state achieves a result which is the very reverse of the objectives of industrial peace. “An agreement arrived at in the course of conciliation proceedings stands on a higher footing than a settlement by arbitration, for a third party decision in a field where no decision can be impartial in its effects cannot produce a more equitable state of affairs.”

In the view I have taken that Mr. Pathinayake undertook on the 13th October to take back the strikers unconditionally on the following day, the failure to do so must have caused more provocation to the union members. But what amuses me here is the employer going perfectly out of control. Mr. Piyasena, the Labour Officer, met the respective parties on the 16th October when the situation deteriorated. Mr. Pathinayake handed over the document X. 3 to this Labour Officer where he categorically stated that even with an apology (or admission of guilt) he was not prepared to take four strikers along with the others. These four strikers are Piyasena, Gunadasa, Jinadasa and Dayananda. These excepted cases (he states in his letter) could not be considered till the 24th October; “they had always misled illiterate workers and caused losses to the firm and to the workmen.” This hostile attitude was adopted by Mr. Pathinayake at the conference of the Assistant Commissioner of Labour on the 23rd October for which he was summoned, but which he attended only after a Labour Officer fetched him.

From the angle of industrial relations, this attitude of discriminatory treatment has to be condemned. It, to my mind, reveals the adoption of an extra legal weapon with which he intended to stem the growth of trade union organisation. Such employer-tactics are not countenanced in modern industrial adjudication. Victimisation of trade union leaders has never been allowed. It is true that employers have sometimes resorted to such indirect tactics to cripple trade union solidarity. For example, one hears of dismissals of employees for joining trade unions or attending trade union meetings or employers forming “company dominated” or puppet unions, or adopting judicious espionage and thuggery against trade union officials, the “yellow dog” contract (in the United States) or “the document” (in England) are among such examples. Black listing is another tactic. These and such others that obstruct the legitimate growth of the trade union movement should peacefully disappear from the industrial sphere. The singling out of workers for discriminatory treatment—even if it was not for trade union activities—is born out of vindictiveness and is an “unfair labour practice.” Vide the United Commercial Bank Ltd. Vs. Their Workmen (1953) 1 L. L. J. 379. I think the strikers were justified in rejecting such unfair labour practice.

The question remains now, where the generality of the strikers was concerned, why this crucial apology was insisted upon. If it is because a strike must disturb the smooth progress of the institution, it must not be forgotten that it is yet a legitimate weapon in the hands of the worker in our law. The right to strike is a part of the wider right of workers to have a share in determining the conditions of their work. It is bound up with the conception of employment as a civil contract between equals. The struggle down the ages to redress the balance of factual inequality between employers and workmen has produced the now undisputed strike-weapon.

“It is easy for employers to talk about the “sanctity” of contracts, because they are seldom under any inducement to break them. But the workmen have sometimes to choose between breaking their contracts and breaking faith with their fellow-workers, in such a way as to allow the employer to worsen the conditions of employment. Under such conditions, workmen cannot be expected to keep their contracts: indeed they would be wrong to do so, if it is in their power to resist.”—Professor Cole in *British Trade Unionism Today* (1939)—pp.86-7.

Or was this apology (or the admission of guilt) demanded because the strikers disregarded the vacation of post notice? As I have shown earlier, this notice did not have any legal effect. There was no obligation on the part of the workers to obey it. Besides, it was a rude ruse.

At this juncture I would like to advert to the fact that right from the beginning Mr. Pathinayake refused to recognise the trade union. At none of the conferences with the Labour Officers was he prepared to enter into discussions with the trade union representatives at the same table. The tendency at present with some employers to refuse recognition to trade unions has to be viewed with serious concern not only from the standpoint of harmonious relations in the sphere of labour, but also that of the state. The refusal to recognise trade unions has endangered industrial peace in the private sector. Even bloodshed has been caused by the attitude some employers adopt towards trade unionism. It is too late in the day to canvass the legality of trade unions or their legitimate activities. That being so, an employer's refusal to recognise a trade union amounts to his incapacity to look at the problems of labour

(which are his concern) squarely and justly. Quite apart, experience all over democratic countries has shown that trade unionism has promoted industrial peace and harmonious relations. The advantages of trade union organisations for the development of private enterprise are so marked that in some instances private employers have directly encouraged trade unionism in their industry or enterprise. "A very strong reason for the 'enlightened employer's approval of Trade Unions in that without the Unions there can be no authoritative negotiation." Another advantage as statistics show is that it would help to prevent unnecessary strikes. Yet another advantage is that workmen will be disciplined. Lord Northcliffe is reported to have said :—

"Every skilled worker belongs to a union and his employers want him to. Ten years ago, when I acquired control of the London Times, this ancient institution was what is known as an open shop. It had never allowed Trade Unionism. I expressed my urgent wish to the various staffs that they should become members of the various labour unions to which they are attached, and there are now members of fifteen different labour unions working in this and every other newspaper office in Great Britain.

'I believe that the labor unions make for another relations. Without labor unions our strike last week (the rail strike) would have been a civil war. It was the control of the men by their leaders which made it a peaceful struggle.'

As was asked by Mr. Bevin at the 1926 Trade Union Congress "Is it not also true that when Trade Unionism has come into an industry one of its first tasks has been to get some semblance of organisation, not only on its own side, but also on the employers' side, and in hundreds of cases they have had to rescue the industry itself from self-destruction, from stupid competition, and the wrong handling of its affairs?" From the standpoint of the state too, the employer-recognition of trade unions is essential for industrial peace. The economic condition of our country is dependent on industry and industry cannot flourish where there is war—I mean, strike-war. Viewed thus, it is the civic duty of every employer to recognise the place of trade unions in industrial peace. Sir Hartley Shaw Cross said in the House of Commons in 1946 :—

"Most people nowadays realise that it is in the interest not only of industry but of the State to have strong and powerful trade unions of which all the workers in industry are members, and which are able to guide and lead their members."

In this context it has to be observed that on several occasions trade unions have come to the Industrial Court complaining of employers not recognising their union. The legal difficulty of having such a dispute raised as an "industrial dispute" is there, and some of the trade unions are left high and dry and frustrated. This must produce industrial unrest. I think it is also the experience of departmental officials that some employers do not recognise the right of some trade unions to participate in discussions. If I may make an observation in this connection, it is not only in the interests of the state and the trade unions that legislation should be introduced to compel recognition of trade unions, however small they may be but also in the interests of the employers themselves who run the risk of committing suicide for non-recognition. Legislation quite apart, it is hoped that at least from now onwards the respondents would recognise this trade union.

It became necessary to discuss the history of the strike and its various aspects, the attitudes of the parties in various situations in order to consider the nature of the relief the strikers should have. The principles on the question of punishment of workmen for participation in a strike have been set out in Rama Krishna Iron Foundry, Howrah Vs. Their Workers (1954 (2) L.L.J.375 equal 1954 L.A.C.73). It was said in this case :—

"Our conclusions are, therefore (1) that a workman cannot be dismissed for joining a strike which is not illegal but which is simply unjustified, (2) that the employer, however, will have the right to dismiss the workman joining an unjustified strike (a) when the strike was not bona fide; or (b) when it was launched on other extraneous considerations and not solely with a view to better the conditions of labour. But in all these exceptional cases, the facts whether the strike was unjustified or not, and whether the exceptional circumstances were present or not, must be left to the unfettered decision of the Tribunal—without the limitations indicated in Buckingham and Carnatic Mills case—whenever the propriety of the decision is called in question."

The strikers in the instant case were factually or constructively discontinued from employment. The introduction by the employer of unreasonable terms for taking them back amounted to a constructive termination of employment.

In the view I take, all the strikers will be entitled to re-instatement. As the union has dropped its claims in respect of four of them and as two names in the statement of the Commissioner have to be read differently, the workers referred to in Schedule 'B' will be those entitled to re-instatement. They will tender no apology nor will they express any regret to the management. This re-instatement order will take effect from 23rd August, 1965.

The vexed question is whether any further relief should be granted, and if so what. The normal principle is that an order of re-instatement must accompany back wages.

As I have observed the main reason for the strikers being out of employment is the unreasonable attitude of Mr Pathinayake. A contributory factor to this state of affairs was perhaps the eighteen demands and the failure of the strikers to respond to the vacation of post notice. Mr. Pathinayake had a grievance that his invitation to the strikers to resume work on the 12th October unconditionally was flouted. Thereafter (and perhaps therefore) he insisted on an apology or admission of guilt as a condition precedent to the giving of work. In other words, the strike assumed the character of a lock-out. Time elapsing, its intensity increased in geometric proportion and heavy damage must have been caused to either party. That is the usual result of protracted strike warfare. It was yet a case of each party feeling justified. From the angle of reason, it was—as has been seen—up to the employer to prevent the continuance of damage. This fact I cannot lose sight of. But, as in the case of the common law, damages must be mitigated. In industrial jurisprudence, the principles of mitigation are not necessarily identical with those in the common law, which has its rigours and which pivot round the law and judicial precedent. The statutory requirement that an order made in these industrial forums should be "just and equitable" has extended the field of the common law to one of social justice where the standards are not as rigid as in the common law. For example financial hardship to the employer is a relevant and consistent factor in the determination of compensation (see 1956 (2) L. L. J. 84). The ability to pay, the interests of the enterprise have to be weighed and such a question has to be decided without adopting any legalistic or doctrinaire approach (1954 (2) L. L. J. 733). The nature of the dispute, the number claiming relief, and other considerations that spring from notions of social justice are necessarily interwoven with the question of relief. The standpoint of the state that industry must not perish, that industrial peace must be maintained have I suppose some relevance on the distribution of the spoils of strike warfare. It has been said that in the industrial sphere, it is relevant in the assessment of damages to give some thought to laws delays. The instant case (the delay in the hearing of which was queried in Parliament) is one of those several cases which have suffered delay as a result of a state of affairs within the system which it should be within the purview of the legislature to examine. Be it as it may, in the assessment of damages I think it should not be inconsonant with the notions of social justice to give some measure of thought to this aspect. These concepts are alien to the common law but I suppose should not be divorced from industrial thought. The extent to which such concepts have influenced industrial adjudication is seen from a statement that appears in The State and Industrial Order Quarterly Journal of Economics (February 1939) p. 197—Hugh-Jones, where it is stated that the arbitrators' judgments have as their aim industrial peace rather than industrial justice. Whilst to this view one cannot wholly contribute, one cannot yet be insensitive to its philosophy. Taking all these aspects into consideration, and various other considerations that have a bearing on the assessment of damages and yet not forgetting that a wrong cannot be treated too lightly. I think the ends of justice and equity will be not if I award back wages in a sum equivalent to one month's wages (that is 26 days' wages) to each of the workers represented in Schedule 'B'. Accordingly the employers will pay to those workers the amounts represented against their names. The said amounts will be deposited with the Assistant Commissioner of Labour, Galle, on or before the 30th September, 1965, and the workers concerned will be free to withdraw same. In addition an amount of Rs. 250 which I order by way of restricted costs will be remitted by the employers on or before the same date to the said authority to be paid to the union.

I make award accordingly.

W. E. M. ABEYSEKERA,  
President,  
Labour Tribunal (4).

Dated at Galle, this 5th day of August, 1965.

SCHEDULE 'A'

1. K. K. G. Jinadasa
2. S. P. N. Gunadasa
3. W. A. D. Serath
4. G. Piyasena
5. P. H. Gedrek Appu
6. L. P. Siridias
7. H. B. Karolis Appuhamy
8. H. P. Arnolis Appu
9. D. H. Hinni Appu
10. H. A. Ariyaratna
11. M. Chartis Singho
12. H. P. Sirisena
13. P. M. Saranelis
14. K. K. Dainis
15. K. D. Kirigoris
16. P. Diyonis
17. D. H. A. Seneviratna
18. W. P. Dayananda
19. P. H. Karanelis
20. J. P. Piyasena
21. A. B. Karamasena
22. H. A. Bastian

23.	A. L. Jemis
24.	I. Jayatissa
25.	K. K. P. Somawathi
26.	K. K. P. Dinohamy
27.	K. K. P. Podihamy
28.	M. Karunawathi
29.	C. Wickramasinghe
30.	W. Karalinahamy
31.	H. C. K. Karunawathi
32.	K. M. Karalina
33.	K. C. Karanawathi
34.	W. Hinnihamy
35.	H. M. Lilawathi
36.	C. Babyhamy
37.	W. P. Podihamy
38.	H. B. Yasawathi
39.	K. P. Hinnihamy
40.	U. D. Dinghihamy
41.	K. A. Emalihamy
42.	K. P. Babyhamy
43.	W. P. Gunawathi
44.	A. B. Hinniappuhamy
45.	H. P. Dharmasena
46.	J. G. Siyadoris
47.	W. A. Gunaratna
48.	W. G. Piyasena
49.	L. P. Jemis
50.	T. G. Abraham
51.	R. A. Juwanis
52.	H. W. Pinohamy

referred by Order dated December 26, 1964, made under section 4 (1) of the Industrial Disputes Act, Chapter 131 as amended by the Industrial Disputes (Amendment) Acts, Nos. 14 and 62 of 1957 and 4 of 1962, and published in *Ceylon Government Gazette* No. 14.287 of January 8, 1965, for settlement by arbitration is hereby published in terms of section 18 (1) of the said Act.

N. L. ABEYWIRA,  
Commissioner of Labour.

Department of Labour,  
Colombo 3, 18th August, 1965.

W. 105/450.

In the matter of an industrial dispute  
between

The Lanka Estate Workers' Union,  
47, Jayantha Weerasekera Mawatha,  
Colombo 10,

and

Caldera Estates Limited, Proprietors and  
Agents of We Oya Group, Yatiyantota,  
49, Ward Place, Colombo 7.

SCHEDULE 'B'

The Award

	Rs.	c.
1. K. K. G. Jinadasa	87	36
2. S. P. N. Gunadasa	87	36
3. W. A. D. Serath	87	36
4. G. Piyasena	87	36
5. P. H. Gedrek Appu	87	36
6. L. P. Siridias	87	36
7. H. B. Karolis Appuhamy	87	36
8. H. P. Arnolis Appu	87	36
9. D. H. Hinni Appu	87	36
10. H. A. Ariyaratna	87	36
11. M. Charlis Singho	87	36
12. H. P. Sirisena	87	36
13. P. M. Saranelis	87	36
15. K. D. Kirigoris	87	36
16. P. Dyonis	87	36
17. D. H. A. Seneviratna	87	36
18. W. P. Dayananda	87	36
19. P. H. Karanalis	87	36
20. J. P. Piyasena	87	36
21. A. B. Karamasena	87	36
22. H. A. Bastian	87	36
23. A. L. Jamis	87	36
24. I. Jayatissa	87	36
25. K. K. P. Somawathi	76	96
26. K. K. P. Dinohamy	76	96
28. M. Karunawathi	76	96
29. C. Wickramasingha	76	96
30. W. Karalinahamy	76	96
31. H. C. K. Karunawathi	76	96
32. K. M. Karalina	76	96
33. K. G. Karanawathi	76	96
34. W. Hinnihamy	76	96
35. H. M. Lilawathi	76	96
36. C. Babyhamy	76	96
37. W. G. Podihamy	76	96
38. H. B. Yasawathi	76	96
39. K. P. Hinnihamy <i>alias</i> K. G. Hinnihamy <i>alias</i> K. P. H. Hinnihamy	76	96
40. U. D. Dinghihamy	76	96
41. K. A. Emalihamy	76	96
42. K. P. Babyhamy	76	96
43. W. P. Gunawathi	76	96
44. A. B. Hinniappuhamy	87	36
45. H. P. Dharmasena	87	36
47. W. A. Gunaratna	87	36
48. W. G. Piyasena	87	36
50. T. G. Abraham	87	36
51. R. A. Juwanis	87	36
52. H. W. Pinohamy	76	96
Total	3,995	68

By Order dated 26th December, 1964, the Honourable Minister of Labour and Housing, by virtue of the powers vested in him by section 4 (1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon, as amended by Acts Nos. 14 of 1957, 62 of 1957 and 4 of 1962, referred the above dispute to me for settlement by arbitration.

2. The matter in dispute, as set out by the Commissioner of Labour in the statement annexed to the said Order, is the demand of the Union that workers occupying line-rooms at Pudukatu and Rockhouse Divisions of We Oya Group, Yatiyantota, be issued rice at the leaf weighing shed on Field No. 8, and that the expenses of transporting rice from the Rice Store at the Factory Division to the leaf weighing shed on Field No. 8 be borne by the Management.

3. Inquiry commenced on 25.5.65 and was continued on four other dates. On the first date of inquiry the Union was represented by Mr. A. Thevanesal, Proctor, and on the remaining dates by Mr. P. K. Liyanage, instructed by Mr. A. Thevanesal, while Mr. Isidore Fernando, instructed by Mr. B. M. Seneviratne, appeared throughout for Messrs. Caldera Estates Limited.

4. Consequent on the demand put forward by the Union and the refusal of the Management to agree to it a strike had taken place on the estate lasting for nearly 72 days. The strike had been called off on certain terms of settlement being agreed upon by the parties before the Assistant Commissioner of Labour, Avissawella. According to those terms of settlement the Management agreed to issue rice to the workers residing in the line-rooms in Pudukatu and Rockhouse Divisions at the leaf weighing shed on Field No. 8 provided the District Representative of the Union supplied the van for transporting rice from the Rice Store in the Factory Division to the said leaf weighing shed without expense to the estate. It is submitted on behalf of the Union that the said settlement was only a temporary one whereas the employer has contended that it was a permanent settlement and that no industrial dispute existed on or about the date the order of reference was made by the Honourable Minister. In support of this contention an interesting argument was addressed to me by learned Counsel appearing for the employer but after evidence of some witnesses was recorded parties were able, with my assistance, to come to a settlement. The terms of settlement are as follows:

1. The employer agrees to contribute a sum of Rs. 50 monthly from 1.8.1965 towards the expenses of transport now incurred by the District Representative of the Lanka Estate Workers' Union, Yatiyantota, in distributing foodstuffs within the Rockhouse Division and Pudukattu Division of We Oya Group, Yatiyantota.
2. In the event of a similar demand being put forward by the workers in the rubber division or any other union on the estate, the employer will be entitled to reconsider this matter and repudiate the agreement after giving a month's notice to the Commissioner of Labour and to the Union concerned after the expiry of one year from the 1st of August, 1965, but such repudiation shall become effective only after the expiry of one year from the 1st of August, 1965.
3. Repudiation of this agreement by the employer at the end of one year shall not debar the Lanka Estate Workers' Union from re-agitating this matter before the Labour Department.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by the Arbitrator to whom the Industrial Dispute which had arisen between the Lanka Estates Workers Union, 47, Jayantha Weerasekera Mawatha, Colombo 10, and Caldera Estates Ltd., 49, Ward Place, Colombo 7, Proprietors and Agents of We Oya Group, Yatiyantota, was

4. If the Union obtains the approval of the Labour Department and the Food Control Authorities for the deduction of half a cent on each pound of rice and flour from the workers of the Union for the purpose of meeting a portion of expenses of transporting of foodstuffs now incurred by the Union, the employer undertakes to deduct that amount from the workers of this Union and pay it to the Union.

5. I am of the view that the above terms of settlement are just and equitable and I make my award accordingly.

H. SAMARANAYAKE,  
Arbitrator.

Colombo, 30th July, 1965.

8-915

No. W. 105/1232.

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131**

THE Award transmitted to me by the President, Labour Tribunal III, to whom the Industrial Dispute which had arisen between The Sri Lanka Independent General Workers' Union, 305, Kahatapitiya, Gampola, and A. A. M. Aboobucker, Proprietor of Goorookelle Estate, Galaha, was referred under section 3 (1) (d) of the Industrial Disputes Act, Chapter 131, as amended by the Industrial Disputes (Amendment) Acts, Nos. 14 and 62 of 1957 and 4 of 1962, for settlement by arbitration is hereby published in terms of section 18 (1) of the said Act.

N. L. ABEYWIRA,  
Commissioner of Labour.

Department of Labour,  
Colombo 3, 19th August, 1965.

I.D.L.T.K./5.

In the matter of an industrial dispute

between

The Sri Lanka Independent General Workers' Union,  
305, Kahatapitiya, Gampola,

and

A. A. M. Aboobucker, Proprietor, Goorookelle Estate,  
Galaha.

**The Award**

By order made under section 3 (1) (d) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon, as amended by the Industrial Disputes (Amendment) Acts, Nos. 14 and 62 of 1957 and 4 of 1962, the Commissioner of Labour referred to this Tribunal for settlement by arbitration an industrial dispute between the above-named parties, who are hereinafter referred to as "the Union" and "the Employer" respectively. The matter in dispute has been stated to be whether the transfer of Mr. Sivanu from the factory to the field is justified and to what relief he is entitled.

The dispute was taken up for hearing on the 5th of July, 1965, and on that day the Union stated that it was not pursuing the matter as the workman had reported that he had come to an amicable settlement with the Employer. According to the Employer, Mr. Sivanu was employed as a labourer and the transfer complained of was from work as factory watcher to work in the field and was for the reason that his work as a factory watcher was unsatisfactory. It was said that the transfer did not involve any reduction in the rate of wages and the workman, having accepted the transfer, was doing field work from the day the transfer was ordered. The Union agreed that under the contract of employment the Employer had a right to make such a transfer as was made, but alleged that as a watcher the workman had been receiving a higher wage and the transfer was unjustified. However, the Union was not in a position to lead evidence to prove its case.

The Union, having conceded that the Employer has a right under the contract of employment to transfer the workman from one type of work to another, has to prove that the workman has suffered a loss by the transfer or has other cause for grievance. The Union being not in a position to prove this and the workman being apparently satisfied with the transfer, it has to be taken for the purpose of the disposal of this dispute that the transfer is not unjustified and the workman is not entitled to any relief. I make award accordingly.

R. SUBRAMANIAM,  
President,  
Labour Tribunal (3).

Dated at Kandy, this 28th day of July, 1965.

8-914

**THE WAGES BOARDS ORDINANCE**

**Notification**

IT is hereby notified under regulation 26 of the Wages Boards Regulations, 1943, that under section 9 of the Wages Boards Ordinance (Chapter 136), the Honourable Minister of Labour, Employment and Housing has been pleased to appoint Mr. M. S. M. Bawa to be a Nominated Member of the Wages Board for the Coir, Mattress and Bristle Fibre Export Trade, in place of Mr. W. B. Dorakumbure who has resigned.

A. O. WIRASINGHE,  
Permanent Secretary,

Ministry of Labour, Employment and Housing

Colombo, August 14, 1965.

8-956

L. D.—B. 80/44.

**THE WAGES BOARDS ORDINANCE**

**Notification**

IT is hereby notified under section 29 (3) of the Wages Boards Ordinance (Chapter 136), that the decisions of the Wages Board for the Liquor and Vinegar Trade made under section 30 of that Ordinance and specified in the Schedule hereto have been approved by the Minister of Labour, Employment and Housing.

The decisions shall come into force on the first day of September, 1965.

A. O. WIRASINGHE,  
Permanent Secretary,

Ministry of Labour, Employment and Housing.

Colombo, 23rd August, 1965.

**SCHEDULE**

The decisions relating to annual holidays made by the Wages Board for the Toddy, Arrack and Vinegar Trade and set out in the Schedule to the notification published in *Gazette* No. 9,671 of February 21, 1947, shall be varied by the addition, at the end of that Schedule, of the following new decisions:—

**"PUBLIC HOLIDAYS (SECTION 25)**

9. (a) Subject to the provisions of this paragraph and of paragraph 10, every employer shall allow as holidays with remuneration to all workers employed by him, the following public holidays within the meaning of the Holidays Ordinance (Chapter 177):—

- (1) The Tamil Thai Pongal Day;
- (2) Independence Commemoration Day (February 4);
- (3) The Sinhala and Hindu New Year's Day;
- (4) May Day (May 1);
- (5) Full Moon Day of the Sinhala Month of Wesak;
- (6) The Birthday of the Holy Prophet Mohamed (On Whom Be Peace, Meelad-un-Nabi); and
- (7) Christmas Day.

(b) The provisions of sub-paragraph (a) of this paragraph shall not apply to a worker in any case where a public holiday referred to in that sub-paragraph occurs during any period when such worker is on strike.

(c) The remuneration payable to a worker for each such holiday as is referred to in the preceding sub-paragraph (a) shall—

- (i) in the case of a worker who is entitled to be paid at a minimum daily rate of wages for time work be not less than the minimum rate of wages payable for a normal working day;
- (ii) in the case of a worker who is entitled to be paid at a minimum monthly rate of wages for time work be not less than the minimum daily rate (ascertained by dividing the minimum monthly rate by 25);
- (iii) in the case of a worker who is entitled to be paid at a minimum rate of wages for piece work be not less than the average daily wage of the worker obtained by dividing the total wage (excluding bonuses) earned by the worker on the days on which such worker has actually worked in the period of 180 days immediately preceding each of the holidays as is referred to in sub-paragraph (a) of this paragraph, by the number of such days.

10. An employer may employ any worker on any such public holiday referred to in sub-paragraph (a) of paragraph 9 subject however, to the following conditions:—

- (i) in the case of a worker who is entitled to be paid at a minimum rate of wages for time work—
  - (a) a day on or before the thirty-first day of December next succeeding such public holiday shall be granted to the worker as a holiday with remuneration at not less than the minimum daily rate of wages (ascertainable in the case of a monthly paid worker by dividing the minimum monthly rate by 25); or



(b) such worker shall be remunerated for work done on any such public holiday at not less than double the minimum daily rate of wages for work done during the number of hours constituting a normal working day and at not less than 3 times the normal hourly rate (obtained by dividing the minimum daily rate by 8 or the minimum monthly rate by 200) for work done during each hour (and proportionately for work done for part of such hour) in excess of the number of hours constituting a normal working day.

(ii) in the case of a worker who is entitled to be paid at a minimum rate of wages for piece work—

(a) such worker shall be remunerated for work done on any such public holiday at not less than the minimum rate of wages for piece work payable to him; and

(b) a day on or before the thirty-first day of December next succeeding such public holiday shall be granted to such worker as a holiday with remuneration, such remuneration being not less than the average daily wage of the worker obtained by dividing the total wage (excluding bonuses) earned by the worker on the days on which such worker has actually worked in the period of 180 days immediately preceding the day on which such alternative holiday is granted, by the number of such day."

8-1029

### THE PRISONS ORDINANCE

THE Honourable the Minister of Justice has been pleased under section 35 (1) of the Prisons Ordinance (Chapter 54) 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 three years from the date of this notice.

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

Colombo, 18th August, 1965.

#### Schedule

I	II
Matara Prison	Mudaliyar V. E. de Saram

8-912

## Miscellaneous Departmental Notices

### CHOLERA—MORMUGAO PORT AND LUCKNOW AIRPORT

IT is notified for general information that India has declared Mormugao Port and Lucknow Airport infected with Cholera. Apart from the usual requirement of immunization against Cholera in the case of passengers arriving in Ceylon from Mormugao port and Lucknow airport, landing at any Port in Ceylon of any fresh fish, shell fish, vegetables, fruits, jaggery, muscat (or any other article of food likely to carry Cholera infection) shipped or air lifted from Mormugao port and Lucknow airport is prohibited.

A further notice will follow when Mormugao port and Lucknow airport is declared free of cholera.

Director,  
Quarantine Department.

Quarantine Office,  
Colombo, 21st August, 1965.

8-957

### PILGRIMAGES ORDINANCE

#### Pandiruppu Thuropathalamman Temple Festival—1965

IT is hereby notified for the information of the pilgrims who attend the above festival and others concerned that the above festival commences on 21.9.65 and terminates on 8.10.65.

The attention of the pilgrims who attend the above festival and others concerned is drawn to Standing Regulations published in *Government Gazette* No. 10,247 of 11.5.51 which will be in force during the duration of the above festival.

My No. 3/8.

The Camp area referred to in the above *Government Gazette* No. 10,247 of 11.5.51 has been enlarged as follows:—

North: By Cemetery Road.

East: By Pandiruppu Fisheries Road.

South: By Arasadi Amman Kovil Road.

West: By Patticaloa-Kalmunai P. W. D. Road.

Z. S. RAPHAEL,  
for Government Agent, Amparai District.

The Kachcheri,  
Uhana, 20th August, 1965.

8-974

My No. 3/9.

### PILGRIMAGES ORDINANCE

#### Kalumunaikudy Kadalkarai Palli Mosque

IT is hereby notified for the information of the Pilgrims who attend the above festival and others concerned that the above festival commences on 26.9.65 and terminates on 7.10.65.

The attention of the pilgrims who attend the above festival and others concerned is drawn to the Standing Regulations published in *Government Gazette* No. 13,529 of 22.2.63 which will be in force during the duration of the above festival.

Z. S. RAPHAEL,  
for Government Agent, Amparai District.

The Kachcheri,  
Uhana, 20th August, 1965.

8-975

### THE PILGRIMAGES ORDINANCE

#### Kokoddicholai Thanthonrisparan Kovil Festival—1965

IT is hereby notified for the information of the Pilgrims who attend the above Festival and others concerned that the above Festival commences on 28th August, 1965, and terminates on 14th September, 1965.

The attention of the pilgrims who attend the above Festival and others concerned is drawn to the Regulations published in *Government Gazette* No. 10,434 of 15th August, 1962, which will be in force during the duration of the above Festival.

R. G. G. O. GUNASEKERA,  
Acting Government Agent, Batticaloa District.

EC/D 39 (1)  
The Kachcheri,  
Batticaloa, 18th August, 1965.

8-836

### NOTICE

NOTICE is hereby given that the areas declared infected in Mirihanegama Village in the Divisional Revenue Officer's Division of Devamedi Hatpattu in the Kurunegala District of the North-Western Province, in accordance with the provisions of the Contagious Diseases (Animals) (Amendment) Act, No. 33 of 1957 and section 4, sub-section 1, of the Contagious Diseases (Animals) Ordinance (Cap. 470) and published in *Government Gazette* No. 14,421 of 11.6.65 are free of "Haemorrhagic" "Septicaemia" and are no longer an infected area.

This declaration shall take effect from the date hereof.

ABEYARATNE BANDARANAIKE,  
Chief Govt. Veterinary Surgeon.

Office of the Chief Govt. Veterinary Surgeon,  
Department of Agriculture,  
Peradeniya, 16.8.1965.

8-882

### PUBLIC WORKS DEPARTMENT

#### Western Division—Colombo North District

#### VICTORIA BRIDGE—COLOMBO-PUTTALAM ROAD

THE above bridge will be closed to all traffic from 31st August to 4th September, 1965, to carry out repairs to the surface of the bridge.

The alternative route will be through New Kelani Bridge.

N. G. WICKREMASINGHE,  
for Director of Public Works,

P. W. D.,  
Colombo 1, 23.8.65.

8-1032

**THE CEYLON STATE MORTGAGE BANK**

AT a meeting held on the 7th of April, 1965, the Board of Directors of the Ceylon State Mortgage Bank resolved specially and unanimously:—

- (a) that a sum of Rs. 5,848.51 is due from Mr. Arapangama Don Appusingho Appuhamy also known as Alawattage Don Appusinghe Appuhamy of Talawitiya, Ehaliyagoda, on account of principal and interest up to 11.2.65, and further interest at 5½ per centum per annum on the sum of Rs. 5,267.23 from 12.2.65 till date of payment on Bond No. 2019 dated 24.12.1959, attested by V. H. Abeyratne, Notary Public;
- (b) In terms of section 62 (1) of the Ceylon State Mortgage Bank Ordinance (Cap. 398 of Legislative Enactments of 1956) that Mr. Obias Liyanage, Auctioneer of 1/12, Nambapana Road, Ratnapura, be authorised and empowered to sell by public auction—All that allotment of land called Wanumafewatta comprising thirteen (13) allotments of land marked lots 1 to 13 in Survey Plan No. 1773 dated 27th February, 1959, made by B. A. Thambyah, Licensed Surveyor, together with the buildings, trees plantations and everything standing thereon situated at Hindurangala in the Meda Pattu of Kuruwiti Korale in the District of Ratnapura, Sabaragamuwa Province; containing in extent fourteen acres and twenty-nine perches (14A. 0R. 29P.) according to the said Survey Plan 1773, mortgaged to this Bank as security by Mr. Arapangama Don Appusingho Appuhamy also known as Alawattage Don Appusingho Appuhamy of Talawitiya, Eheliyagoda, by bond No. 2019 dated 24.12.1959 attested by V. H. Abeyaratne, Notary Public, for the recovery of the sum of Rs. 5,848.51 due under the said bond together with interest at 5½ per cent. per annum on the sum of Rs. 5,267.23 from 12.2.65 to date of sale and costs and monies recoverable under section 63 of the State Mortgage Bank Ordinance.

Colombo, 27th July, 1965.  
8—200

H. B. KAPUWATTE,  
Acting Manager.

said bond together with interest at 5½ per cent per annum on the sum of Rs. 27,936.29 from the 30.5.64 to date of sale and costs and monies recoverable under section 63 of the State Mortgage Bank Ordinance.

Colombo, 9th July, 1965.  
8—202

H. B. KAPUWATTE,  
Acting Manager.

**THE CEYLON STATE MORTGAGE BANK**

AT a meeting held on the 7th April, 1965, the Board of Directors of the Ceylon State Mortgage Bank resolved specially and unanimously:—

- (a) that a sum of Rs. 17,688.73 is due from Mr. Piyasena Samarawickrema of 47, Temple Road, Colombo, on account of principal and interest up to 18.2.65 and further interest at 5½ per centum per annum on the sum of Rs. 16,420.32 from 19.2.65 till date of payment date of payment on Bond No. 606 dated 19.3.1956, attested by Derrick Koch, Notary Public.
- (b) in terms of section 62 (1) of the Ceylon State Mortgage Bank Ordinance (Cap. 398 of Legislative Enactments of 1956) that Mr. Vincent Perera, Auctioneer of 161/32, Hulftsdorp Street, Colombo, be authorised and empowered to sell by public auction—All that allotment of land marked lot No. 2 in Survey Plan No. 2572 dated 16th June, 1937, made by H. Don David, Licensed Surveyor (being a divided portion of premises No. 37), Temple Road, Maradana, Colombo, with the buildings thereon called and known as "Piya Sevana", bearing assessment No. 47, Temple Road, situated at Temple Road, Maradana in Kuppiawatta Ward within the Municipality and District of Colombo, Western Province, containing in extent fifteen decimal eight one perches (0A. 0R. 15.81P.) according to the said Survey Plan No. 2572—Together with the full and free right liberty leave and license of way and passage for both foot and vehicular traffic in and over the roadway marked lot 7 in the said Survey Plan No. 2572, mortgaged to this Bank as security by Mr. Piyasena Samarawickrema of 47, Temple Road, Colombo, by Bond No. 606 dated 19.3.1956, attested by Derrick Koch, Notary Public, for the recovery of the sum of Rs. 17,688.73 due under the said bond together with interest at 5½ per cent. per annum on the sum of Rs. 16,420.32 from 19.2.65 to date of sale and costs and monies recoverable under section 63 of the State Mortgage Bank Ordinance.

Colombo, 23rd July, 1965.  
8—201

H. B. KAPUWATTE,  
Acting Manager.

L 1903/3157.

**THE CEYLON STATE MORTGAGE BANK**

AT a meeting held on the 26th of November, 1964, the Board of Directors of the Ceylon State Mortgage Bank resolved specially and unanimously:—

- (a) that a sum of Rs. 32,503.70 is due from Mr. Manameldura Piyadasa De Zoysa of 27/1, Sri Dharmapala Road, Mount Lavinia, on account of principal and interest up to 29.5.64, and further interest at 5½ per centum per annum on the sum of Rs. 27,936.29 from the 30.5.64 till date of payment on Bonds No. 5 dated 11.3.1952, attested by T. Victor Fernando, Notary Public, and No. 670 dated 17.1.1957, attested by Derrick Koch, Notary Public;
- (b) in terms of section 62 (1) of the Ceylon State Mortgage Bank Ordinance (Cap. 398 of Legislative Enactment of 1956), that Mr. V. A. Dahanayake, Auctioneer of Fort, Galle, be authorised and empowered to sell by public auction—All that defined allotment of land called and known as Mawata Addara Malabodagahawatta depicted in plan No. 2600 dated 24th November, 1852, by F. G. Speldewinde, Surveyor, together with the buildings trees and plantations standing thereon bearing assessment No. 548, Colombo Road, situated in Gintota, within the Municipality and Four Gravets of Galle in the District of Galle, Southern Province; and containing in extent one acre one rood and nine decimal six six perches (1A. 1R. 9.66P.) according to the said plan No. 2600, mortgaged to this Bank as security by Mr. Manameldura Piyadasa De Zoysa of 27/1, Sri Dharmapala Road, Mount Lavinia, by Bonds No. 5 dated 11.3.1952, attested by T. Victor Fernando, Notary Public, and No. 670 dated 17.1.1957, attested by Derrick Koch, Notary Public, for the recovery of the sum of Rs. 32,503.70 due under the

L. 1964.

**THE AGRICULTURAL AND INDUSTRIAL CREDIT CORPORATION OF CEYLON**

**Notice under Section 64 of the Ordinance (Cap. 402)**

To—1. M/s. Peiris & Abeyewardena Ltd., Hemas Building, York Street, Colombo.  
2. The Chairman, Urban Council, Nawalapitiya.

It is hereby notified that the following resolution was passed by the Board of Directors of the Corporation on August 29, 1963:—

" WHEREAS Omar Lebbe Mohamed Lebbe of Balantota Group, Nawalapitiya, in the District of Kandy, has made default in the payments due on bond No. 181 dated January 16, 1956, attested by S. E. Abeyseriya, Notary Public of Colombo, in favour of the Agricultural and Industrial Credit Corporation of Ceylon and there is now due and owing to the Corporation a sum of rupees two hundred



and fourteen thousand six hundred and forty and sixteen cents (Rs. 214,640.16) on the said bond; the Board of Directors of the Agricultural and Industrial Credit Corporation of Ceylon under the powers vested in them by the Agricultural and Industrial Credit Corporation Ordinance (Chapter 402 of the Legislative Enactments of Ceylon, 1956) do hereby resolve that the property and premises mortgaged to the said Corporation by the said bond No. 181 dated January 16, 1956, and attested by S. E. Abeysuriya, Notary Public, be sold by public auction by Mr. Lloyd Samarawickrema, Licensed Auctioneer of Kandy, for the recovery of the said sum of Rs. 214,640.16 with further interest on the principal sum of Rs. 194,098.76 at 5 per centum per annum from August 30, 1963, to date of sale and costs of sale".

#### DESCRIPTION OF MORTGAGED PREMISES

All that and those the estate plantation and premises called the divided western portion of Hyndford Estate, situated in the villages of Medagama, Dekinda and Bowwagama in Pasbage Korale of Uda Bulathgama in the District of Kandy in extent five hundred and sixty-eight acres, one rood and seven perches (568A. 1R. 07P.).

1. All that lot marked 1B1 (being a divided portion of 1B in Field 1 on the Hyndford Estate Survey Plan) with the labourers lines standing thereon situated at Bowwagama aforesaid in extent one acre (1A. 0R. 0P.).

2. All that divided lot marked 1B2 (in Field 1 on the Hyndford Estate Survey Plan) with the garage thereon situated at Bowwagama aforesaid in extent four perches (0A. 0R. 4P.).

3. All that divided lot marked 2A1 (being a divided portion of lot 2A in Field 2 on the Hyndford Estate Survey Plan) situated at Bowwagama aforesaid in extent eight perches (0A. 0R. 8P.) with the rights of way reserved in favour of the mortgagor in the second schedule to the deed of transfer No. 77.

SECONDLY—All that allotment of land called Badalgedera-watte (now called the factory block of Balantota Group) with the factory, machinery and buildings thereon at Nawangama in Pasbage Korale aforesaid in extent one acre and thirty-four decimal five perches (1A. 0R. 34.5P.) which said land is also described as situated at Nawangama aforesaid to contain in extent two pelias and five lahas of paddy sowing or one acre and one rood (1A. 1R. 0P.).

H. S. F. GOONEWARDENA,  
General Manager.

292, Galle Road, Kollupitiya,  
Colombo 3, August 4, 1965.  
8-858

L. 1414.

#### THE AGRICULTURAL AND INDUSTRIAL CREDIT CORPORATION OF CEYLON

##### Resolution under Section 71 of the Ordinance (Cap. 402)

IT is hereby notified that the following resolution was unanimously passed by the Board of Directors of the Corporation on February 18, 1965:—

"WHEREAS Ramanada Mudiyansele Chandrasekera alias Robert Mihindukulasuriya Chandrasekera and Warnakulasuriya Mudiyansele Piyasena Chandrasekera (husband and wife) both of Udanwita, Rambukkana, in the District of Kegalla, have made default in the payments due on bond No. 189 dated February 17, 1956, and attested by B. H. R. T. Seneviratne, Notary Public, in favour of the Agricultural and Industrial Credit Corporation of Ceylon and there is now due and owing to the Corporation a sum of rupees four thousand two hundred and ninety-eight and fourteen cents (Rs. 4,298.14) on the said bond; the Board of Directors of the Agricultural and Industrial Credit Corporation of Ceylon under the powers vested in them by the Agricultural and Industrial Credit Corporation Ordinance (Chapter 402 of the Legislative Enactments of Ceylon, 1956) do hereby resolve that the property and premises mortgaged to the said Corporation by the said bond No. 189 dated February 17, 1956, and attested by B. H. R. T. Seneviratne, Notary Public, be sold by public auction by T. Jayawardena, Licensed Auctioneer of Kegalla, for the recovery of the said sum of Rs. 4,298.14 with further interest on the principal sum of Rs. 3,932.08 at 6 per centum per annum from February 18, 1965, to date of sale and costs of sale".

#### DESCRIPTION OF PREMISES MORTGAGED

All that lot B of the land called Kandagalennawatta with buildings thereon situated at Udanwita in Weligam Pattu of

Kinigoda Korale in the District of Kegalla and containing in extent seven acres, one rood and two perches (7A. 1R. 2P.) as per plan No. 3042.

H. S. F. GOONEWARDENA,  
General Manager.

291, Galle Road, Kollupitiya,  
Colombo 3, August 17, 1965.  
8-859

L. 456.

#### THE AGRICULTURAL AND INDUSTRIAL CREDIT CORPORATION OF CEYLON

##### Postponement of Sale

IT is hereby notified that the auction sale of Keenagaha Ella Estate situated at Balangoda, fixed for Saturday, August 28, 1965, at 1 p.m., and published in the *Ceylon Government Gazette* No. 14,444 of July 9, 1965, has been postponed. A further notice will be published later regarding the date and time of sale.

H. S. F. GOONEWARDENA,  
General Manager.

292, Galle Road,  
Colombo 3, August 23, 1965.  
8-1031

#### PILGRIMAGE ORDINANCE

##### Kotabowa Esala Festival—1965

IT is hereby notified for the information of General Public that the above Festival commences on 27th August, 1965, and terminates on 11th September, 1965.

The special attention is drawn to the Regulations published in *Government Gazette* No. 14,117 of July 24, 1964.

M. T. W. AMERASEKERA,  
Acting Government Agent.

The Kachcheri,  
Moneragala, August 17, 1965.  
8-877

#### PROCLAMATION

WHEREAS "Haemorrhagic Septicaemia" disease has broken out among cattle in Panadura-Totamuna in the Divisional Revenue Officer's Division of Panadura in Kalutara District of the Western Province, I, Abeyaratne Bandaranayake, Chief Government Veterinary Surgeon, by virtue of the powers vested in me under the Contagious Diseases (Animals) (Amendment) Act, No. 33 of 1957, and in terms of section 4, sub-section (1) of the Contagious Diseases (Animals) Ordinance (Chapter 470), do hereby declare an "INFECTED AREA" the area bounded on—

North by Talpitiela and Bolgoda ela;  
South by Kalapugama, Dalduwa, Puwaktharamulla, and Pothupitiya;  
East by Tappualla;  
West by the Sea.

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

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

4. This declaration shall take effect from the date hereof.

A. BANDARANAYAKE,  
Chief Government Veterinary Surgeon.

Office of the  
Chief Government Veterinary Surgeon,  
Peradeniya, 21st August, 1965.

8-930

**THE CONVERSION OF ESTATE ROADS INTO PUBLIC ROADS ACT, CHAPTER 196 OF LEGISLATIVE ENACTMENT**

BY virtue of the powers vested in me, by section 2 of the Conversion of Estate Roads into Public Roads Act (Chapter 196) I, Haputanirige Leelaratne Gunasekera, Government Agent of the Administrative District of Kegalla do by this order:—

(b) determine that the responsibility for the maintenance of the estate road referred to in paragraph (a) shall be imposed on the owner or owners of the estate affected by this order.

ලීලා ගුණසේකර,  
 Government Agent, Administrative District of Kegalla.

The Kachcheri,  
 Kegalla, 17.8.1965.

**Schedule**

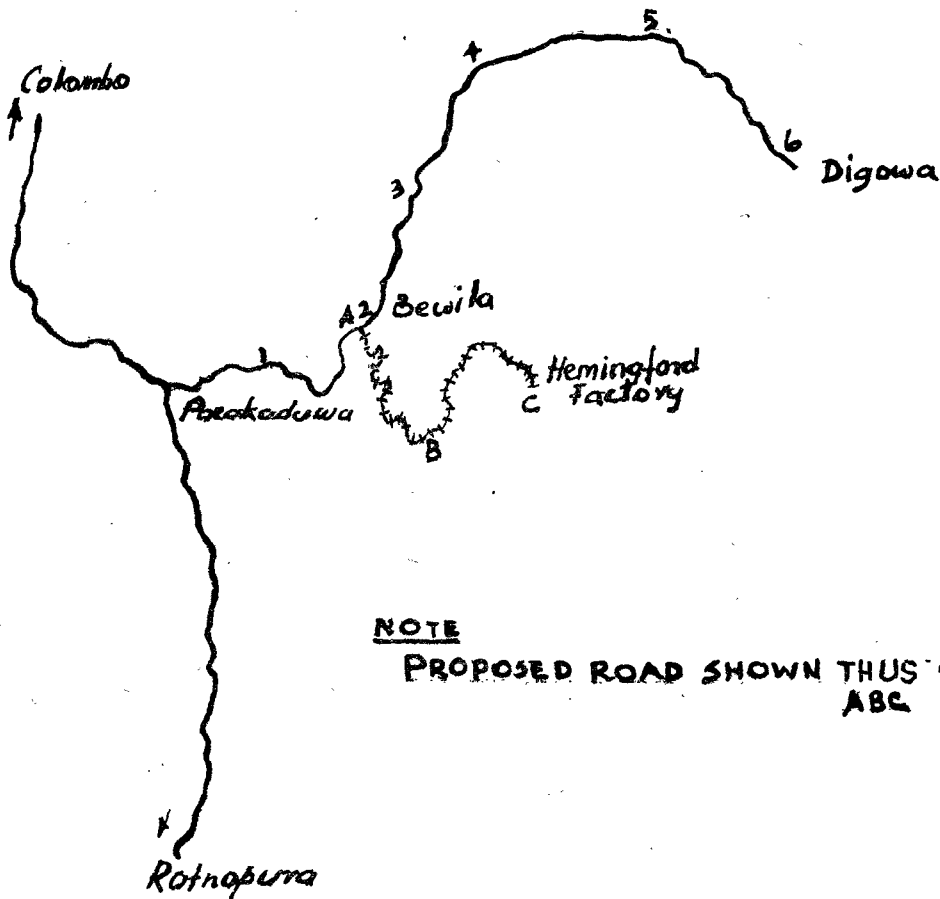
The Estate Road 3.242 miles in length situated in Hemingford Estate branching off from the 2nd mile Parakaduwa-Beville-Digowa P. W. D. Road and ending near the Hemingford Estate Factory.

(a) declare—

- (i) that the Hemingford Estate Road marked "A.B.C." in the sketch to this order and more fully described in the Schedule hereto be a Public Road;
- (ii) that the portion of the land within twenty five feet from the centre line of such road shall be a road reservation for the purpose of the widening, extension or deviation of such road; and

**HEMINGFORD ESTATE ROAD**

Scale: 1 Inch to a mile



**NOTE**  
 PROPOSED ROAD SHOWN THUS ABC

EXECUTIVE ENGINEER'S OFFICE
P. W. D. RATNAPURA
DATED: 17.10.61
<i>E. E. Rathapura</i>
E. E. Rathapura

## PROCLAMATION

WHEREAS "Haemorrhagic Septicaemia" disease has broken among cattle in Alankulam in Thunukai G. S. Division Korale in the Divisional Revenue Officer's Division of Thunukai in Jaffna District of the Northern Province, I. Abeyaratne Eandaranayake, Chief Government Veterinary Surgeon, by virtue of the powers vested in me under the Contagious Diseases (Animals) (Amendment) Act, No. 33 of 1957, and in terms of section 4, sub-section (1) of the Contagious Diseases (Animals) Ordinance (Chapter 470), do hereby declare an "Infected Area" the area bounded on—

North by: Southern and Western boundaries of the New Karachchi D. R. O's Division.

South by: Mannar District boundary.

East by: Vavuniya and Mannar District boundaries.

West by: The Mannar District boundary up to the bend as shown on the original Topo 1 sheets and thence along the Thunukai-Kumulamunai Road and the eastern boundary of

Kaariyalai-Nagapadduvan Scheme and from it the boundary goes up to Pandiveddi Aru along the arbitrary line and meet the northern boundary.

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

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

4. This declaration shall take effect from the date hereof.

A. BANDARANAYAKE,  
Chief Government Veterinary Surgeon.

Office of the  
Chief Government Veterinary Surgeon,  
Peradeniya, 21, August, 1965.

8-929

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