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THE CEYLON GOVERNMENT GAZETTE

අංක 14,569 — 1965 නොවැම්බර් 26 වැනි සිකුරාදා — 1965.11.26

No. 14,569 — FRIDAY, NOVEMBER 26, 1965

(Printed by Authority)

PART I: SECTION (I)—GENERAL

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

	PAGE		PAGE
Proclamations by the Governor-General ..	—	Price Orders ..	—
Appointments, &c., by the Governor-General ..	—	Central Bank of Ceylon Notices ..	1477
Appointments, &c., by the Public Service Commission ..	—	Accounts of the Government of Ceylon ..	—
Appointments, &c., by the Judicial Service Commission 1457		Revenue and Expenditure Returns ..	—
Other Appointments, &c. ..	1458	Miscellaneous Departmental Notices ..	1477
Appointments, &c., of Registrars ..	—	Notices to Mariners ..	—
Government Notifications ..	1458	" Excise Ordinance " Notices ..	—

Note.—(1) The Finance (Special Provisions) Act, No. 10 of 1965, Quazis (Validation of Appointments) Act, No. 11 of 1965, Girl Guides Association, Ceylon (Incorporation) Act, No. 12 of 1965, Sri Lanka Salutya Mandalya (Amendment) Act, No. 13 of 1965, Imposition of Civic Disabilities (Special Provisions) Act, No. 14 of 1965, and Local Authorities Elections (Amendment) Act, No. 15 of 1965, appears as supplements to Part II of this issue.

(2) Part V published with this issue contains a Catalogue of Books for the period April to June, 1962.

Appointments, &c., by the Judicial Service Commission

No. 438 of 1965

SUMMARY OF APPOINTMENTS MADE BY THE JUDICIAL SERVICE COMMISSION

Name of Applicant	New Appointment	Effective Date of New Appointment	Remarks
Mr. S. N. RAJADURAI	.. Additional Magistrate, etc., Kurunegala	From 16th November, 1965	.. Until further orders
Mr. M. P. C. RATNAM	.. Additional District Judge, etc., Batticaloa	From 25th November, 1965	.. To hear, determine and deliver judgment and if necessary convict the accused in M. C. Batticaloa Case No. 16,937.
Mr. D. S. NETHSINGHE	.. Confirmed as an Officer in the Ceylon Judicial Service	From 1st May, 1962	.. —
Mr. C. CHELLAPPAH	.. Probationary appointment in the Judicial Service terminated	From 31st January, 1966	.. —
Mr. M. S. A. HASSAN	.. Additional Magistrate, etc., Colombo, at Joint Magistrate's Court, Colombo-Fort	9th November, 1965	.. Until further orders
Mr. E. B. WEERAKOON	.. Children's Magistrate, Colombo	24th to 26th November, 1965	.. During absence of Mr. M. P. C. RATNAM
Mr. S. P. WIJAYATILAKE	.. Additional District Judge, Kandy at Matale, etc.	7th December, 1965	.. To deliver judgment in C. R. Matale Case No. 14,730
Mr. C. H. UDALAGAMA	.. Acting District Judge, etc., Kegalla	15th November, 1965	.. During absence of Mr. D. WIMALARATNE
Mr. P. N. BARTHOLOMEUSZ	.. Acting District Judge, etc., Nuwara Eliya	7th to 13th December, 1965	.. During absence of Mr. E. F. DE SILVA
Mr. M. J. PEIRIS	.. Acting Magistrate, etc., Badulla	7th to 13th December, 1965	.. During absence of Mr. M. SHANMUGALINGAM
Mr. S. K. THIRAVIYANAYAGAM	.. Acting Magistrate, etc., Point Pedro	22nd and 23rd November, 1965	.. During absence of Mr. B. R. SILVA
Mr. S. MATHAVARAJAH	.. Acting Additional District Judge, etc., Trincomalee	24th and 26th November, 1965	.. During absence of Mr. S. AMERASINGHE
Mr. C. H. UDALAGAMA	.. Acting District Judge, etc., Kegalla	9th to 13th December, 1965	.. During absence of Messrs. D. WIMALARATNE and W. P. N. DE SILVA
Mr. M. ELIYATHAMBY	.. Acting Additional District Judge, etc., Nuwara Eliya	18th to 22nd November, 1965	.. During absence of Mr. M. A. UDURAWANA
Mr. T. A. DUNUWILA	.. Acting District Judge, etc., Kandy	9th to 13th December, 1965	.. During absence of Messrs. S. R. WIJAYATILAKE, B. G. S. DAVID and K. A. P. RANASINGHE
Mr. S. MATHAVARAJAH	.. Acting District Judge, etc., Trincomalee	12th to 15th and 19th to 22nd November, 1965	.. During absence of Mr. J. G. ASEERVATHAM
Mr. S. R. B. A. GOONETILLEKE	.. Acting Magistrate, etc., Kalutara	18th November, 1965	.. During absence of Mr. W. A. WALTON

Name of Applicant	New Appointment	Effective Date of New Appointment	Remarks
Mr. T. P. C. CARRON ✓	Acting District Judge, etc., Negombo	30th November to 2nd December, 1965	During absence of Mr. I. M. ISMAIL
Mr. M. H. CAREEM ✓	Additional Magistrate, etc., Colombo, at Traffic Court, Narahenpita	10th and 11th December, 1965	During absence of Mr. D. C. W. WICKREMA-SEKERA
Mr. T. S. DOOLE ✓	Acting Magistrate, etc., Hambantota	From 4th December, 1965	Until resumption of duties by Mr. A. W. GOONERATNE
Mr. A. M. M. THAHIR ✓	Acting Additional Magistrate, etc., Galle	18th to 21st November, 1965	During absence of Mr. C. E. MENDIS
Mr. J. W. WICKREMASINGHE ✓	Acting Magistrate, etc., Matara	8th to 12th December, 1965	During absence of Mr. L. A. GUNAWARDENA
Mr. A. SEEMAMPILLAI ✓	Acting Additional Magistrate, etc., Mannar	27th and 28th November, 1965	During absence of Mr. K. SINNATHAMBY
Mr. J. E. GUNASEKERA ✓	Acting President, Rural Court, Matale North, etc.	22nd November, 1965	During absence of Mr. W. B. IMBULDENIYA
Mr. J. F. KURUKULASURIYA ✓	Additional President, Rural Court, Pasdun Korale West, etc.	From 13th December, 1965	To hear, determine and deliver judgment in R. C. Mahagama CRM. Case No. 168.
Mr. P. CUMARANAYAGAM	Acting President, Rural Court, Koddigar Pattu, etc.	29th and 30th November, 1965	During absence of Mr. A. M. M. ALLAHUDEEN
Mr. J. PERERA	Acting President, Rural Court, Weudawili Hatpattu, etc.	22nd and 29th November, 1965	During absence of Mr. T. L. J. HADGIE

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

Office of the Judicial Service Commission,
P. O. Box 573,
Colombo, November 18, 1965.

11-1040

Other Appointments, &c.

No. 439 of 1965

APPOINTMENTS BY THE HON'BLE THE MINISTER OF JUSTICE

Justices of the Peace and Unofficial Magistrates

No. ප. 4/පාඩ. 2/33.

1. Mr. VIVIAN M. JANSZ, Proctor S. C., to be a Justice of the Peace and Unofficial Magistrate for the Judicial District of Colombo.

No. ප. 4/පාඩ. 18/1.

2. Mr. DANNISTER SERASINGHE, Proctor S. C., to be a Justice of the Peace and Unofficial Magistrate for the Judicial District of Tangalle.

Justices of the Peace

No. ප. 4/පාඩ. 2/55.

3. Mr. JOHN FRANCIS ANTHONY PAUL PEIRIS to be a Justice of the Peace for the Judicial District of Colombo.

No. ප. 4/පාඩ. 2/39.

4. Mrs. MALWATTAGE ALICE PEIRIS CALDERA to be a Justice of the Peace for the Judicial District of Colombo.

No. ප. 4/පාඩ. 37/21.

5. Mr. WERRARATNE ABEYSEKERA DIYALATHOTAGE DON PETER SEVERINAS PERERA to be a Justice of the Peace for the Judicial District of Ratnapura.

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

Ministry of Justice,
Colombo, 22.11.1965.

11-1134

No. 440 of 1965

APPOINTMENTS BY THE HON'BLE THE MINISTER OF JUSTICE

THE Honourable the Minister of Justice has, under section 120 of the Criminal Procedure Code (Cap. 20) appointed—

No. AI. 7/1/63.

Mr. MIRISSE HEWAGE JINADASA KARUNATHILEKE SIRIWARDENA to be an Inquirer for Dondra Area, Wellaboda Pattu, Matara District, with effect from 14.10.1965.

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

Ministry of Justice,
Colombo, 22.11.1965.

11-1135

Government Notifications

L. D.—B. 7/63.

THE INLAND REVENUE ACT, No. 4 OF 1963

BY virtue of the powers vested in me by section 69 of the Inland Revenue Act, No. 4 of 1963, I, Ukku Banda Wanninayake, Minister of Finance, do hereby, at the request of the Minister of Industries and Fisheries, declare the projects, specified in the Schedule hereto as being projects which are considered by the Minister of Industries and Fisheries to be essential for the economic progress of Ceylon to be approved projects for the purposes of the aforesaid section 69.

U. B. WANNINAYAKE,
Minister of Finance.

Colombo, November 16, 1965.

Schedule

- The project for the establishment by Messrs. Ceylon Wires & Cables Ltd., of the new industrial undertaking for the manufacture of electric wires and cables;
- The project for the establishment by Messrs. Associated Cables Ltd., of the new industrial undertaking for the manufacture of electric cables and wires;
- The project for the establishment by Messrs. Associated Glass Industries Ltd., of the new industrial undertaking for the manufacture of sheet and pane glass and white glass bottles;
- The project for the establishment by Messrs. Ceylon Chocolates Ltd., of the new industrial undertaking for the manufacture of chocolates;
- The project for the establishment by Messrs. Ceytea Ltd., of the new industrial undertaking for the manufacture of instant tea;
- The project for the establishment by Messrs. Ceylon Paint Industries Ltd., of the new industrial undertaking for the manufacture of paints and varnishes;
- The project for the establishment by Messrs. Colombo Paints Ltd., of the new industrial undertaking for the manufacture of paints and varnishes;
- The project for the establishment by Messrs. Ceylon Stoves & Enamelling Works Ltd., of the new industrial undertaking for the manufacture of enamel hollowware and kerosene cookers;
- The project for the establishment by Messrs. McCallum Breweries (Ceylon) Ltd., of the new industrial undertaking for the manufacture of beer and other malt liquors;
- The project for the establishment by Messrs. Sri Lanka Asbestos Products Ltd., of the new industrial undertaking for the manufacture of asbestos cement products;

11. The project for the establishment by Messrs. Glacio Ltd., of the new industrial undertaking for the manufacture of water coolers, bottle coolers, ice cream conservators, refrigerators and air conditioners;
12. The project for the establishment by Messrs. Associated Electrical Corporation Ltd., of the new industrial undertaking for the manufacture of refrigerators;
13. The project for the establishment by Messrs. Lanka Tricotting Industries Ltd., of the new industrial undertaking for the manufacture of lace, knitted textiles, nylon netting, mosquito netting, bandage cloth, gauze and packing materials;
14. The project for the establishment by Messrs. Ceylon Spinning & Textile Mills Ltd., of the new industrial undertaking for the weaving and finishing of rayon, nylon and other synthetic textiles;
15. The project for the establishment by Messrs. Paragon (Textile) Industries Ltd., of the new industrial undertaking for the weaving and finishing of rayon, nylon and other synthetic textiles;
16. The project for the establishment by Messrs. Kundanmal Industries Ltd., of the new industrial undertaking for the weaving and finishing of rayon, nylon and other synthetic textiles;
17. The project for the establishment by Messrs. Ceylon Synthetic Textile Mills Ltd., of the new industrial undertaking for the weaving and finishing of rayon, nylon and synthetic textiles;
18. The project for the establishment by Messrs. Sherman Textiles & Rayon Mills Ltd., of the new industrial undertaking for the weaving and finishing of rayon, nylon and other synthetic textiles;
19. The project for the establishment by Messrs. Lanka Tobacco Industries Ltd., of the new industrial undertaking for the manufacture of cigarettes and pipe tobacco;
20. The project for the establishment by Messrs. Amico Industries (Ceylon) Ltd., of the new industrial undertaking for the manufacture of plain and lithographed metal containers, cardboard boxes, collapsible tubes and extruded metal containers;
21. The project for the establishment by Messrs. Associated Batteries Co. Ltd., of the new industrial undertaking for the manufacture of accumulators (lead acid batteries);
22. The project for the establishment by Messrs. Reckitt & Colman of Ceylon Ltd., of the new industrial undertaking for the manufacture of pharmaceuticals and cosmetic preparations;
23. The project for the establishment by Messrs. Allied Industries Ltd., of the new industrial undertaking for the manufacture of razor blades;
24. The project for the establishment by Messrs. International Manufacturers Ltd., of the new industrial undertaking for the manufacture of razor blades;
25. The project for the establishment by Messrs. Ceylon Machine & Foundry Products Ltd., of the new industrial undertaking for the manufacture of electric motors, tractors, water pumps and spare parts therefor;
26. The project for the establishment by Messrs. Electro Plastics Ltd., of the new industrial undertaking for the manufacture of electrical accessories;
27. The project for the establishment by Messrs. Ceylon Synthetic Woods Ltd., of the new industrial undertaking for the manufacture of synthetic wood from coir waste and vegetable fibres;
28. The project for the establishment by Messrs. Ceylon Food Dehydration Co. Ltd., of the new industrial undertaking for dehydration of vegetables and fruits;
29. The project for the establishment by Messrs. Varna Ltd., of the new industrial undertaking for rotogravure printing;
30. The project for the establishment by Messrs. Usha Industries Ltd., of the new industrial undertaking for the manufacture of sewing machines and electric fans.

11-1045/1

L. D.—B. 130/46.

THE INCOME TAX ORDINANCE

BY virtue of the powers vested in me by section 44 C read with sub-section (1M) of section 9 of the Income Tax Ordinance (Chapter 242), as amended by Acts No. 56 of 1957 and No. 13 of 1959, I, Ukku Banda Wanninayake, Minister of Finance, do by this notice, at the request of the Minister of Industries and Fisheries, declare the project specified in the schedule hereto being a project which is considered by the

Minister of Industries and Fisheries to be essential for the economic progress of Ceylon to be an approved project for the purpose of sub-section (1M) of the aforesaid section 9.

U. B. WANNINAYAKE,
Minister of Finance.

Colombo, November 16, 1965.

Schedule

1. The project for the establishment by Messrs. Maxims Ltd., of the new industrial undertaking for the manufacture of ready-made garments, sanitary towels, cardboard boxes and cartons.

11-1045/2

L. D.—B. 7/63.

THE INLAND REVENUE ACT, No. 4 OF 1963

BY virtue of the powers vested in me by section 10 of the Inland Revenue Act, No. 4 of 1963, I, Ukku Banda Wanninayake, Minister of Finance, do hereby, at the request of the Minister of Industries and Fisheries, declare the projects, specified in the Schedule hereto, as being projects that are considered by the Minister of Industries and Fisheries to be essential for the economic progress of Ceylon, to be approved projects for the purposes of sub-section (5) of the aforesaid section 10.

U. B. WANNINAYAKE,
Minister of Finance.

Colombo, November 16, 1965.

Schedule

1. The project for the establishment by Messrs. Ceytea Ltd., of the new industrial undertaking for the manufacture of instant tea;
2. The project for the establishment by Messrs. Glacio Ltd., of the new industrial undertaking for the manufacture of water coolers, bottle coolers, ice cream conservators, refrigerators and air conditioners;
3. The project for the establishment by Messrs. Lanka Tricotting Industries Ltd., of the new industrial undertaking for the manufacture of lace, knitted textiles, nylon netting, mosquito netting, bandage cloth, gauze and packing materials;
4. The project for the establishment by Messrs. Usha Industries Ltd., of the new industrial undertaking for the manufacture of sewing machines and electric fans;
5. The project for the establishment by Messrs. Ceylon Synthetic Woods Ltd., of the new industrial undertaking for the manufacture of synthetic wood from coir waste and vegetable fibres;
6. The project for the establishment by Messrs. Lanka Tobacco Industries Ltd., of the new industrial undertaking for the manufacture of cigarettes and pipe tobacco;
7. The project for the establishment by Messrs. Reckitt & Colman of Ceylon Ltd., of the new industrial undertaking for the manufacture of pharmaceuticals and cosmetic preparations;
8. The project for the establishment by Messrs. Maharajah Distributors Ltd., of the new industrial undertaking for the manufacture of cosmetic preparations;
9. The project for the establishment by Messrs. Jafferjee Brothers of the new industrial undertaking for the weaving and finishing of rayon, nylon and other synthetic textiles;
10. The project for the establishment by Messrs. Ceylon Metal Fitting Co., of the new industrial undertaking for the manufacture of metal fittings for tea chests;
11. The project for the establishment by Messrs. Sri Lanka Developments Ltd., of the new industrial undertaking for the manufacture of metal fittings for tea chests;
12. The projects for the establishment by Messrs. Grandpass Metal Industries of the new industrial undertaking for the manufacture of metal fittings for tea chests;
13. The project for the establishment by Messrs. Nawaloka Industries Ltd., of the new industrial undertaking for the manufacture of wood screws;
14. The project for the establishment by Messrs. N. Vaitilingam & Co. Ltd., of the new industrial undertaking for the manufacture of wood screws;
15. The project for the establishment by Messrs. Banda Metal Industries of the new industrial undertaking for the manufacture of wood screws.

11-1045/3

L. D.—B. 97/41.

THE MINUTES ON PENSIONS

NOTIFICATION under section 51 of the Minutes on Pensions dated February 5, 1934, as amended by the Minutes on Pensions (Amendment) Act, No. 13 of 1948.

U. B. WANNINAYAKE,
Minister of Finance.

Colombo, November 11, 1965.

Notification

1. The Minutes on Pensions dated February 5, 1934, as amended from time to time, are hereby further amended by the insertion, immediately after section 48J, of the following new section:—

“ 48JJ. Notwithstanding anything to the contrary in these Minutes, any officer of the public service who, having been a member of the Ceylon Civil Service, was appointed as a Permanent Secretary and who has subsequently been allowed to revert to the Ceylon Administration Service on or after May 1, 1963, may by written notice duly given, elect to retire from the public service on or before April 30, 1973; and upon his retirement taking effect, he shall be entitled to receive a pension or gratuity of such amount as would have been awarded to him under section 7 (1) of these Minutes if he had retired from the public service on abolition of office, so however that, for the purposes of computation of his pension, his salary as a Permanent Secretary shall be ignored and he shall, during his period of services as Permanent Secretary, be deemed to have continuously been a member of the Ceylon Civil Service and thereafter of the Ceylon Administrative Service, and to have earned increments in the respective services in the normal manner.”

2. The amendment made in the Minutes on Pensions by paragraph 1 of this notification shall be deemed to have come into effect on May 1, 1963.

11—946

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 Henarathgoda 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. 14,404 of 21.5.1965.

- (1) Mr. Panduwawala Kankanamge Esac Perera of Belummahara, Mudungoda.
- (2) Mr. Wann Arachchige Gemunu Tissa of Henarathgoda, Mudungoda.
- (3) Mr. Gangodawilage Joseph Patrick Dabarera, Principal, Maha Vidyalaya, Miriswatta, Mudungoda.
- (4) Mr. Kumarasinghe Herriarachchige Don Thomas Kumarasinghe of Mudungoda.
- (5) Mr. Sangapala Arachchige Don Heronis Dissanayake of Kidagammulla, Gampaha.
- (6) Mr. Kotagedera Kulatunga Vidanilage Sirisena of Ayurveda Aushadhalaya, Ganemulla.
- (7) Mr. Wickrema Arachchige Darlis Wickremarachchi of Kaluwara Road, Ganemulla.
- (8) Mr. Jayamanna Mohottige Don Mitradasa Jayamanna of 86, Kossinna, Ganemulla.
- (9) Mr. Kalugampitiya Appuhamilage Don Premachandra of 113, Amunugoda, Imbulgoda.
- (10) Mr. Rupasinghe Arachchige Wilson Perera Rupasinghe of 129, Ihala Imbulgoda, Imbulgoda.
- (11) Mr. Ganepola Achchige Liyaneris Appuhamy alias L. A. Ganepola of Weliveriya West, Weliveriya.
- (12) Mr. Liyanachchi Appuhamilage Don Hendrick Appuhamy of Weliveriya West, Weliveriya.
- (13) Mr. Brandiwatta Mapa Appuhamilage Daniel Mapa of Belummahara, Mudungoda.
- (14) Mr. Ambegoda Liyanage Haramanis Perera of Parakadeniya, Imbulgoda.
- (15) Mr. Kurana Patabendige John Peter Perera of "Patima", Nedungamuwa, Weliveriya.
- (16) Mr. Thomas Perera Wickremaratne of Getakanda, Embareluwa, Weliveriya.

- (17) Mr. Wickremarachchige Maithripala Wickremasinghe of "Sinha", Embareluwa, Weliveriya.
- (18) Mr. Jimonis Peter Ganepola of "Ruchira", Embareluwa, Weliveriya.
- (19) Mr. Don Velun Ganepola of Embareluwa, Weliveriya.
- (20) Mr. Jayakody Arachchige Don Stephen Jayakody of Imbulgodawatta, Imbulgoda.
- (21) Mr. Edirisinghe Arachchige Don Hendrick Appuhamy Edirisinghe of Pabala Imbulgoda, Imbulgoda.
- (22) Mr. Yapa Appuhamilage Don Karunaratne of Orutota, Gampaha.
- (23) Mr. Subasinghe Arachchige Cornelis Subasinghe of 182, Orutota, Gampaha.
- (24) Mr. Rupasinghe Arachchige John Perera of 139, Ihala Yagoda, Gampaha.
- (25) Mr. Ambegoda Liyanage Santin Perera of 20, Ihala Yagoda, Gampaha.
- (26) Mr. Rupasinghe Arachchige Rapiel Perera Rupasinghe of "Sinha Sevana", Ihala Yagoda, Gampaha.
- (27) Mr. Welikalage Johannes Jayawickrema of 110, Kossinna, Ganemulla.
- (28) Mr. Habarakadage Peter Vensus Perera of 6, Moragoda, Gampaha.
- (29) Mr. Sangapala Arachchige Don Reimanis Dissanayake of Kidagammulla, Gampaha.
- (30) Mr. Vithanage Dayanis Gunawardhena of 463, Kossinna, Ganemulla.
- (31) Mr. Kalugampitiya Appuhamilage Don Lewis of Moragoda, Gampaha.

(b) appoint Mr. Panduwawala Kankanamge Esac Perera of Belummahara, Mudungoda, to be the Chairman of the aforesaid Panel; and

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

A. F. WIJEMANNE,
Minister of Justice.

Ministry of Justice,
Colombo, 16th November, 1965.

11—951

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 Mirigama Town Council 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. 14,166 of 11.9.1964.

- (1) Mr. John Peter Senanayake of Werella, Mirigama.
- (2) Mr. Surasinghe Wijeratne Abeykoon of Wilwatta, Mirigama.
- (3) Mr. D. A. Jayatilleke, Principal, Maha Vidyalaya, Mirigama.
- (4) Mrs. Sirimathie Leela Jayaweera of Tawalampitiya, Mirigama.
- (5) Mrs. Bamunu Achchige Dona Pesona Siriwardhena of Tawalampitiya, Mirigama.
- (6) Mr. Wilbert Kaluarachchi of Tawalampitiya, Mirigama.
- (7) Mr. Handinugapola Appuhamilage Chandrasena of "Leelands", Mirigama.
- (8) Mrs. Mary Magilin Rodrigo, Primary School, Mirigama.
- (9) Mr. Kudawadurawage Wijedasa Premaratne of 147, Main Street, Mirigama.
- (10) Mr. Mattegama Rallage David Perera of Neligama, Mirigama.
- (11) Mr. Bamunu Achchige Ariyachandra of Tawalampitiya, Mirigama.
- (12) Mr. Hapuarachchillage Piyadasa of Pottemulla, Mirigama.
- (13) Mr. Cyril Bertram Senanayake of Tawalampitiya, Mirigama.
- (14) Mr. Punchisingho Subasinghe of Handurumulla, Mirigama.

- (15) Mr. Heendeni Vidana Ralalage Haramanis Appuhamy of Pottemulla, Mirigama.
- (16) Mr. Liyanage Martin Perera of Mirigama.
- (17) Mr. Weligama Acharige Charlishamy of Main Street, Mirigama.
- (18) Mr. Peter Munasinghe of Neligama, Mirigama.

(b) appoint Mr. John Peter Senanayake of Werella, 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 2 years from the date of the publication of this Order in the *Gazette*.

A. F. WIJEMANNE,
Minister of Justice.

Ministry of Justice,
Colombo, 15.11.1965.

11-950

THE CONCILIATION BOARDS ACT

Notice under Section 3 (2)

IN pursuance of the provisions of sub-section (2) of section 3 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 notify that it is intended to constitute a Panel of Conciliators for each area specified in the Schedule hereto and that recommendations under sub-section (3) of that section may be made to me in writing on or before 31st December, 1965, in regard to the persons who are to be appointed to the Panel of Conciliators of each such area.

A. F. WIJEMANNE,
Minister of Justice.

Ministry of Justice,
Colombo, 11th November, 1965.

SCHEDULE

- (1) Kunchuttu Korale Village area in Anuradhapura District.
- (2) Padaviya Village area in Anuradhapura District.
- (3) Gandahaya South No. 1 Village area in Kandy District.
- (4) Kohoka Village area in Nuwara Eliya District.
- (5) Otara and Gamdolaha Pattu Village area in Kegalle District.
- (6) Atakalankorale Medapattu Village area in Ratnapura District.
- (7) Helapalla Palata Village area in Ratnapura District.

11-940

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 Udugaha Village area described at No. 7 in the Schedule to the notice under section 3 (2) of the Conciliation Boards Act, No. 10 of 1958, published in *Gazette* No. 14,153 of 28.8.1964.

- (1) Mr. Charles William Ranasinghe of Hakurukumbura, Mirigama.
- (2) Mr. Wijesena Senanayake of Botale, Ihalgama, Ambepussa.
- (3) Mr. Henry William Ranasinghe of Hakurukumbura, Mirigama.
- (4) Mr. Don Henry Thomas Kodikara of Kēnadeniya, Ambepussa.
- (5) Mr. Orussa Pathirennahalage Jayaratne of Tennagama, Ambepussa.
- (6) Mr. Panditaratne Appuhamillage Agnes Perera of Botale, Ihalgama, Ambepussa.
- (7) Mr. Heivantudu Pathirennahalage Edwin Peter of Godakalana, Loluwagoda.
- (8) Mr. Wijesuriya Appuhamillage Carolis Wijesuriya of Hakurukumbura, Mirigama.
- (9) Mr. Kaluaggala Ballage Rupeasinghe of Kebellawita, Ambepussa.

(10) Mr. Ganibichchi Kankanamalage Sapin Singho of Henepoia, Weweldeniya.

(11) Mr. Nekada Hapuachchige Upatissa of Pahalgama, Weweldeniya.

(12) Mr. Panditasundera Robert Peter Perera of Madabawita, Danowita.

(13) Mr. Dissanayakalage Albin Dissanayake of Kotadeniya, Danowita.

(14) Mr. Wilbert Piyasena Yapa of Pahalgama, Weweldeniya.

(15) Mr. Karunawallaba Pathara Giridirage Ostivan of Botale, Ihalgama, Ambepussa.

(16) Mr. Navaratne Ratnayake Mudiyansele Tikiri Banda Ratnayake of Botale, Ihalgama, Ambepussa.

(17) Mr. Don Harmanis Ranasinghe of Alapiliyawa, Kitalawalana, Mirigama.

(18) Mr. Manchanayake Rallage Amarasena Manchanayake of Madurupitiya, Loluwagoda.

(19) Mr. Hettiachchi Kankanamalage Jayasinghe of Neligama, Mirigama.

(20) Mr. Charles Sagathadasa Ameratunga of Loluwagoda.

(21) Mr. Kumara Appuhamillage Abeysekera of Kebellawita, Ambepussa.

(b) appoint Mr. Charles William Ranasinghe of Hakurukumbura, 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 two years from the date of the publication of this Order in the *Gazette*.

A. F. WIJEMANNE,
Minister of Justice.

Ministry of Justice,
Colombo, 15th November, 1965

11-939

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 Balapitiya Town Council 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. 14,028 of 5.8.1964.

- (1) Mr. Richmond de Soysa Gunawardhena, Proctor and Notary, Balapitiya.
- (2) Mr. Weinman Mendis Gunaratne of Balapitiya.
- (3) Mr. Immanuel Marikkar Abubaida of Balapitiya.
- (4) Mr. Don Danister Dias Jayaweera Abeysekera of Balapitiya.
- (5) Mr. Nigamuni Wilfred Henry Mendis Jayatileke of Balapitiya.
- (6) Mr. Dorchimani Rejanisel Mendis of Balapitiya.
- (7) Mr. Mukundadura Budhaprema Perera of Walagedara, Balapitiya.
- (8) Mr. Pincin Perera Gunawardhena of Mohottiwatta, Balapitiya.
- (9) Mr. Lewisura Edrick de Silva of Balapitiya.
- (10) Mr. Walimuni Rupas Richard Mendis Abeysekera of Balapitiya.
- (11) Mr. Sellahandi Mahendradasa de Silva of "Townsend", Brahmanawathugoda, Balapitiya.
- (12) Mr. Abdul Rahiman Lebbe Mohamed Thasim of Welitara, Balapitiya.
- (13) Mr. Hendahewa Wimalaratne de Silva of Brahmanawatugoda, Balapitiya.
- (14) Mr. Mukundadura Taini Perera Karunaratne of Station Road, Balapitiya.
- (15) Mr. Nigamuni Alison Piyasiri Mendis Senanayake of "Nigamuni", Brahmanawatugoda, Balapitiya.
- (16) Mr. Arsamarakkala Charter de Silva of Balapitiya.

(b) appoint Mr. Richmond de Soysa Gunawardhena, Proctor and Notary, Balapitiya, 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 two years from the date of the publication of this Order in the *Gazette*.

A. F. WIJEMANNE,
Minister of Justice.

Ministry of Justice,
Colombo, 15th November, 1965.

11-938

THE CONCILIATION BOARDS ACT

Correction

THE name "Hettiya Kandage Lucien Fernando" appearing at No. 7 in the list of names of members appointed to the Panel of Conciliators constituted for the Pallewela Village area, published in *Gazette* No. 14,491 of 17.8.65, should be amended to read as "Hettiakandage Lawson Fernando".

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

Ministry of Justice,
Colombo, 8th October, 1965.

11-1120

L. D.—B. 79/51.

THE BIRTHS AND DEATHS REGISTRATION ACT

RULE made by the Minister of Home Affairs under section 69 of the Births and Deaths Registration Act (Chapter 110), and approved by the Senate and the House of Representatives.

W. DAHANAYAKA,
Minister of Home Affairs.

Colombo, November 9, 1965.

Rule

The Births and Deaths Registration Rules, 1953, published in *Gazette* No. 10,693 of July 16, 1954, are hereby amended in rule 37—

- (a) by the omission of paragraph (2) thereof, and
(b) by the re-numbering of paragraph (1) of that rule, as rule 37.

11-943

L. D.—B. 117/47.

THE CROWN LANDS ORDINANCE

REGULATION made by the Minister of Land, Irrigation and Power by virtue of the powers vested in him by sections 95 and 96 of the Crown Lands Ordinance (Chapter 454), and approved by the Senate and the House of Representatives.

C. P. DE SILVA,
Minister of Land, Irrigation and Power.

Colombo, 25th November, 1964.

Regulation

The Crown Lands Regulations, 1948, published in *Gazette* No. 9,912 of October 15, 1948, as amended by the regulation published in *Gazette* No. 13,354 of October 19, 1962, are hereby further amended as follows:—

- (1) in regulation 7 by the insertion, immediately after paragraph (c), of the following new paragraphs:—
- (d) where the instrument of disposition to be rectified or amended has been executed by the Commander of the Army, such Commander may rectify or amend that instrument;
- (e) where the instrument of disposition to be rectified or amended has been executed by the Captain of the Navy, such Captain may rectify or amend that instrument;
- (f) where the instrument of disposition to be rectified or amended has been executed by the Commander of the Air Force, such Commander may rectify or amend that instrument."

(2) in the Second Schedule thereto:—

(a) by the insertion, immediately after item 5, of the following new items:—

- " 6. Commander of the Army: Disposition for a period not exceeding five years of Crown land in the charge of the Commander of the Army, other than a disposition referred to in item 1 and item 2 of the Schedule.
7. Captain of the Navy: Disposition for a period not exceeding five years of Crown land in the charge of the Captain of the Navy, other than a disposition referred to in item 1 or item 2 of the Schedule.
8. Commander of the Air Force: Disposition for a period not exceeding five years of Crown land in the charge of the Commander of the Air Force, other than a disposition referred to in item 1 or item 2 of the Schedule."

(b) by the renumbering of items 6 and 7 as items 9 and 10 respectively;

(3) by the substitution for the Third Schedule thereto, of the following new Schedule:—

THIRD SCHEDULE

(REGULATION 24)

I Provisions of the Ordinance	II Officer or Officers
1. Clauses (2) and (3) of section 2.	The Settlement Officer The Government Agent The General Manager or Railways The Chairman of the Colombo Port Commission The Commander of the Army The Captain of the Navy The Commander of the Air Force.
2. Clauses (4) and (5) of section 2.	The Government Agent The General Manager of Railways The Chairman of the Colombo Port Commission The Commander of the Army The Captain of the Navy The Commander of the Air Force.
3. Clause (6) of section 2.	The Government Agent.
4. Sections 3, 14 and 15.	The Land Commissioner The Government Agent The General Manager of Railways The Chairman of the Colombo Port Commission The Commander of the Army The Captain of the Navy The Commander of the Air Force.
5. Section 4, 5, 7, 24 (1) and 61.	The Land Commissioner.
6. Section 6.	The Minister of Land, Irrigation and power
7. Section 13.	The Minister of Land, Irrigation and power The Minister of Communications The Land Commissioner The Government Agent The General Manager of Railways The Chairman of the Colombo Port Commission The Commander of the Army The Captain of the Navy The Commander of the Air Force.
8. Section 60.	The Land Commissioner The Chairman of the Colombo Port Commission.
9. Section 100.	The Land Commissioner The Head of any other Government Department."

11-1061

Mr. PERIATAMBY SUNDRALINGAM, a Notary practising in the English language within the judicial Division of Point Pedro, has been authorised by the Honourable the Minister of Home Affairs to practise as a Notary in the Tamil language also within the said judicial division.

11-956

Mr. Abeykoon Dunukara Mudiyansele Karunatilaka Petiyagoda, a Notary authorized to practise in the English language throughout the judicial Division of Colombo has, under section 22 (1) of the Notaries Ordinance (Cap. 107), tendered his resignation from the office of Notary with effect from 21st October, 1964, and the Honourable Minister of Home Affairs has accepted the resignation as from the said date.

11—955

Mr. Edward Winston Lloyd Peries, a Notary authorized to practise in the English language throughout the judicial Division of Kegalla has, under section 22 (1) of the Notaries Ordinance (Cap. 107), tendered his resignation from the office of Notary with effect from 16th July, 1965, and the Honourable Minister of Home Affairs has accepted the resignation as from the said date.

11—954

No. C/I. 45.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by the Arbitrator to whom the Industrial dispute which had arisen between Tea, Rubber, Coconut and General Produce Workers' Union, 123, Union Place, Colombo 2, and British Ceylon Corporation Ltd., Hulftsdorp Mills, Colombo 12, was referred by Order dated January 26, 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, 12th November, 1965.

In the matter of an industrial dispute
between

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

British Ceylon Corporation Ltd., Hulftsdorp Mills,
Colombo 12.

The Award

This is an award under section 17 of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon, Revised Edition, 1956, as amended by Acts Nos. 14 of 1957, 62 of 1957 and 4 of 1962.

2. The Honourable Minister of Labour and Social Services has, by Order dated 26.1.65 made under section 4 (1), of the aforesaid Act, referred the following dispute between the Tea, Rubber, Coconut and General Produce Workers' Union, hereinafter called the "Union" and British Ceylon Corporation Limited, Hulftsdorp Mills, hereinafter called the "Company" for settlement by arbitration.

3. The matter in dispute is "whether the termination of the services of the following employees is justified and to what relief each of them is entitled:—

1. B. Kusumawathie
2. R. Jinadasa
3. D. K. P. Nandawathie
4. S. D. Eugene
5. K. K. Leelawathie
6. W. Ranasinghe

4. The lunch interval of the employees of the Company is between 11.30 a.m. and 12.30 p.m. Under the Wages Boards Ordinance the lunch interval must be given three hours after starting work and three hours before the closing time. The Company amongst others, manufactures soap, and the manufacturing of soap is a continuous process and work is done by some workers during the lunch interval and the practice was to give these workers a deferred lunch interval.

5. On 14th November, 1965, 5 workers refused to load soap in the lunch interval for shipment; again on the 17th 2 workers refused to work during the lunch interval and the Company on the 17th, at about 3 p.m. served notices on the 5 workers who refused to work on the 14th, suspending them and asking them to show cause why they should not be dismissed or otherwise punished. Soon after the suspension of these 5 workers all the workers of the soap factory went on strike.

6. A conference between the Secretary of the Employers' Federation, the Secretary of the Union, and the President and Secretary of the Branch Union was held and on the Union agreeing to get the members to work during the lunch interval the Company undertook to withdraw the show cause notices and to pay for the period the 5 men were suspended.

7. On the morning of the 18th the Company withdrew the show cause notices.

8. During the lunch interval on the 18th 2 workers refused to work and in the afternoon at 4.30 p.m. the Company suspended and served show cause notices on 7 workers including the 5 who refused to work on the 14th.

9. Immediately after the suspension of the 7 members, the other workers in the soap factory walked out without doing overtime, and all except 3 were on strike on the 19th, 20th and 21st of November.

10. The following allegations were made by the Company as having occurred on the 21st:—

- (a) Pearly Abeysinghe—a non-striker—was assaulted by Kusumawathie, Nandawathie, Eugene and Leelawathie;
- (b) Hema another non-striker was assaulted by Eugene;
- (c) Dahanayake—Security Officer—was assaulted by Janadasa and Ranasinghe;
- (d) An attempt was made to assault Irene—also a non-striker—by Eugene and Leelawathie.

11. On the 23rd there was a conference in the Labour Department and the Company withdrew the suspension notices and the Union agreed to work during the lunch interval.

12. The alleged misconduct of the six discontinued workers was not discussed by the Union and the Company at this conference, before agreement was reached, and the strike was called off.

13. The Company on the 28th of November, issued notices on the 6 workers in question, suspending them and asking them, to show cause why they should not be dismissed, discharged or otherwise dealt with.

14. The inquiry was fixed by the Company for the 1st of December, but the Union informed the Company that it will not take part as the alleged incident had taken place outside the Company premises.

15. After due notice the Company held an *ex parte* inquiry terminating the services of the 6 workers.

16. The issue before me is whether the termination of services of these 6 workers is justified and to what relief they are entitled.

17. Dahanayake, Pearly Abeysinghe, Irene and Hema gave evidence to prove the assault on them on the 21st.

18. Dahanayake stated that whilst he was at the main gate at 4.30 p.m. on the 19th, he saw Irene, Pearly Abeysinghe and Hema leaving the mill premises and as they got to the gate they went back and told him that the workers congregated at the gate, were trying to assault them, and wanted him to accompany them to the bus stand, and that from that day he escorted them after work and that on the 21st the discontinued workers in question chased them when they were on their way to the bus stand and that Eugene snatched the umbrella of Pearly Abeysinghe and assaulted her with it and that the others too assaulted Pearly Abeysinghe with umbrellas and hands and that when he tried to intervene Ranasinghe and Jinadasa assaulted him with hands and the assailants ran away thereafter.

19. The evidence of Pearly Abeysinghe is that when Irene, Hema and she walked out of the mill at about 4.30 p.m. on the 18th of November, Eugene, Leelawathie, Nandawathie and Kusumawathie and some others teased them by saying "there they are leaving after working overtime" and that she then asked Dahanayake to accompany her after work and that on the 21st when Irene, Hema and she walked out of the gate she saw Eugene, Leelawathie, Nandawathie and some others chasing them and that when she was walking along Dam Street with Dahanayake, Eugene went up and took her umbrella and assaulted her with it, and that the others too assaulted her, and that when Dahanayake tried to prevent the assault Ranasinghe and Jinadasa held Dahanayake and that the assailants went away when some in the crowd shouted "let us go."

20. Irene started her evidence by stating that on the 21st at 2.30 p.m. when Pearly Abeysinghe, Hema and she were going after work, Eugene, Leelawathie and some others went to assault them while they were in Dam Street, and that she escaped unhurt and that she did not see the assault on Pearly Abeysinghe.

21. She later said that the 3 of them got out together at 2.30 p.m. and at the first junction Pearly Abeysinghe turned towards Belmont Street, and that Hema turned towards Bandaranaike Mawatha, and that she proceeded on with Sirisena and Perera, and at the second junction Sirisena was assaulted by a boy and that when she ran towards the Courts and turned behind she saw Eugene, Leelawathie and some man and children running after her. She further said that

she then saw Dahanayake and Pearly Abeysinghe coming towards the courts from Belmont Street, and on the advice of a driver of a prison van and a jail guard she stood behind a gate and that she did not know what happened to her pursuers and that she then went to the Police Station in a Police car.

22. Hema said at the beginning of her evidence that she was not personally involved in any incident in the strikes at the B. C. Mills during 1964; when questioned by counsel for the Company whether she went to the Police Station in November, 1964, she answered that when she was outside the mills Eugene, Leelawathie, Kusumawathie, Ranasinghe, Kalyanawathie, Sumanasena and others harassed and threatened her and that she got into a taxi and went to the Police Station and made a complaint and that was all that happened on that day; after much help from counsel for the Company she later said that at 2.30 p.m. on the 21st Pearly Abeysinghe, Irene and she went out of the main gate, Pearly Abeysinghe and Dahanayake walking ahead and Irene, Sirisena and she following them and that when she turned towards Miriyana Street, Eugene assaulted her with an umbrella and that others surrounded her and that after telling her assailants "however much she may be assaulted she will persist in her principles", she went to the Police Station and made a complaint; on further examination-in-chief she made other statements as to what happened on the 21st. Though she said twice that she went to the Police Station to make a complaint she had not made any statement to the Police and admitted that she told the Police, when asked to make a statement that it was not necessary as she had no witnesses.

23. Dahanayake's evidence that at 4.30 p.m. on the 19th, he was at the main gate and that he saw Pearly Abeysinghe, Irene and Hema leaving the mill premises, and that when they got to the gate they went back and told him that the workers congregated at the gates were trying to assault them and wanted him to accompany them to the bus stand, was not supported by any one of the three women. He said Pearly Abeysinghe asked him to accompany her only on the 19th and that the other two witnesses did not ask him to accompany them and that he escorted Pearly Abeysinghe on humanitarian grounds. He admitted under cross-examination that he left the mill premises on the 19th at 2.30 p.m. and went off duty on the 21st at 1 p.m.

24. Pearly Abeysinghe had stated to the Police immediately after the alleged incident that she left the mills after work on the 21st with Irene and Sirisena, and that when they reached Wilson Street junction Sirisena was assaulted by some boys whom she cannot identify and that she and Irene ran along Miriyana Street and Aluthkade Vidiya, and that when she turned into Dam Street she met Dahanayake, and while she was walking slowly with him Eugene, Leelawathie, Nandawathie and Kusumawathie came to where they were and Eugene took her umbrella and dealt her six blows with it.

In the statement to the Police, Pearly Abeysinghe had not said that Dahanayake escorted her from the mill gate and that Hema was with her; she was with Irene when Sirisena was assaulted by some unknown person and Irene was with her when she met Dahanayake immediately before the assault on her.

25. Dahanayake was off duty on the 19th at 2.30 p.m. and on the 21st at 1 p.m. and if he had accompanied Pearly Abeysinghe on the 19th and 21st he should have waited for her two hours on the 19th and 1½ hours on the 21st. Dahanayake's evidence regarding the assault is neither precise nor understandable. He said that 10 people chased them and that Eugene snatched the umbrella of Pearly Abeysinghe and assaulted her and that "all the others were also assaulted with umbrellas and hands" and to the question of counsel for the Company "Did she assault you with the umbrella?" his answer was "All the others too assaulted with umbrellas. Then when I went to intervene they too held me and assaulted me with hands". Dahanayake had no injuries. I disbelieve the evidence of Dahanayake that he was with Pearly Abeysinghe or that he was assaulted by Ranasinghe or Jinadasa.

26. Pearly Abeysinghe stated that at about 4.30 p.m. on the 18th when she and Hema were walking towards the gate, Eugene, Leelawathie, Nandawathie, Kusumawathie and the others were near the laundry opposite the gate and they teased them by saying "there they are leaving having worked overtime". R18, R19 and R20 were the cards produced by the Company showing the salaries drawn by Leelawathie, Kusumawathie and Nandawathie. The relevant week was from the 16th to 21st and the strike was on the 19th, 20th and 21st. R18, R19 and R20 show that Leelawathie had worked for one day, Kusumawathie for 2½ days, and Nandawathie did not work at all. Leelawathie had worked on the 16th and had on that day obtained four days leave to give a 'dhana'. She had joined the strikers only on the 21st. Nandawathie's child was operated on and was in hospital and she did not work a single day during that week. These cards do not show the dates on which these women worked. They only show the salaries, the total number of days worked and the salaries drawn. When Liyanage was questioned on the first day he gave evidence why he did not produce the cards that will show the dates on which these women worked he said that in March this year the Company had about 300 time cards and after the Auditors had checked them these cards

were put in a gunny bag and he tried to bring them to court but failed to find them. Later, he admitted that there was a book which will show whether Leelawathie worked on the 18th or not and undertook to produce it. Still later, he admitted that if a worker reported for work that worker's name will appear in the Field Check-roll and undertook to produce it, but none of these books were produced. He produced in evidence his own diary in which he had made the entry "soap factory workers had assaulted three women and Sergeant Dahanayake." He admitted that this entry was inaccurate. Pearly Abeysinghe had made a different statement to the Police and tried to explain away the difference by stating that the statement was not read to her and that as she was in pain, and in fear she signed it as the Police asked her to sign. I disbelieve the evidence of Pearly Abeysinghe that she was assaulted by Eugene, Leelawathie, Nandawathie and Kusumawathie.

27. The driver of the prison van who gave protection to Irene and the Police driver who took her to the Police Station have not been called; her evidence that she stayed behind a gate and that some children ran towards her and that she did not know what happened to her pursuers is artificial and false.

28. I disbelieve Irene's evidence that anyone attempted to assault her on the 21st.

29. Whilst giving evidence Hema made different statements at different times. She denied that she was assaulted and admitted that she refused to make a statement to the Police, when she went there on the 21st. I disbelieve her evidence that Eugene assaulted her with an umbrella.

30. Sirisena had been assaulted by some unknown person on the 21st. Pearly Abeysinghe too had been assaulted. It is probable that both were assaulted at one and the same time by some unknown persons.

31. Sergeant Dahanayake and other officers of the Company had built up this case against the 6 workers. Irene and Hema had been taken to the Police Station with this objective and Liyanage has written his diary too for this same purpose.

32. Leelawathie gave evidence that she worked on the 16th and that she gave a 'dhana' on the 19th; she had taken four days' leave and went to the mills at 11.30 a.m. on the 20th to draw her wages for that week; she also said that on the 21st after punching her card at about 2.30 p.m. she went to the bus halt in Skinners Road South near the Beira Canal and took bus home. R18 supports her evidence.

33. Nandawathie stated that her child was in hospital after an operation. She was on leave from the 10th and went to the mills only on the 21st. Her evidence that she went to the mills on the 21st is supported by R24 the time card produced by the Company. Her sister-in-law was in the hospital and on the 21st she had left the mills at 2.30 p.m. and had gone to her brother's house and cooked some food and had taken it to her brother's wife before 5 p.m. Kusumawathie who gave evidence said that she was ill on the 16th and 17th and worked on the 18th and joined the strike on the 19th. Her time card (R25) shows that she had worked on the 17th. It is possible that she is making a mistake regarding the 17th as she gains nothing by saying that she did not work on the 17th. On the 21st after leaving the mills at 2.30 p.m. she had taken the bus at Skinners Road South, near the Beira Canal and gone home with Jinadasa, her fiance.

34. The counsel for the Company submitting that these witnesses had made different statements to the Police, cross-examined them to show the alleged discrepancy. The statements made by these witnesses to the Police and in this Court are substantially the same.

35. I prefer to accept the evidence of the witnesses called by the Union to that of the eye witnesses called by the Company.

36. The issue before me is not whether Dahanayake, Pearly Abeysinghe, Irene and Hema were assaulted by the 6 workers in question or not, but whether the termination of the services of these workers was justified and to what relief each of them is entitled.

37. For the Company to be satisfied that these workers were guilty of misconduct grave enough to be discontinued the evidence necessary to get a conviction in a criminal court of law is not necessary, but there should be sufficient evidence on which a reasonable person could conclude that the continuation of their services will jeopardise the interests of the Company. On the evidence of the eye-witnesses called by the Company one cannot even suspect that the 6 workers had anything to do with the assault. Sirisena had been assaulted by some unknown persons and Pearly Abeysinghe too had been assaulted by the same or some other unknown person or persons. Except that Leelawathie had been dealt with by the Company for insubordination and for using bad language there is nothing else against these workers in question.

38. The incident of the 14th November, was settled and the suspension and the show cause notices on the 5 workers in question were withdrawn and their salaries for the suspended period were paid on the 17th. When two other workers refused to work on the 18th, show cause notices were served afresh

on the 5 workers for their lapses on the 14th of November, which had already been excused. This was an incorrect step taken by the Company. The strike itself was settled by the Union and the Company, and on the 23rd their suspension orders were withdrawn and the strikers had gone back for work. This assault had taken place during the strike and the assault should have been taken into consideration before the strike was settled. This omission and the subsequent steps taken by the Company in discontinuing the services of the 6 workers had militated against the restoration of good relations between the Company and its workers. At a conference held at the Labour Office on 28.12.64, the Chairman suggested "that for the purpose of conciliation it was desirable that a compromise was reached in the form of a lesser punishment, instead of delving into the pros and cons of the alleged incident. For this suggestion, the Union representative had stated that they were willing to a lesser form of punishment if the 6 workers were reinstated. The counsel for the Company contended that this statement by the Union's representative at the conference amounted to an admission that the 6 workers had been guilty of misconduct. The statement of the Union's representative should be taken in conjunction with the suggestion made by the Chairman and no such admission, either tacit or express, can be read into this statement. I hold that the termination of the services of the 6 workers was not justified. I make award that the six workers, viz.: B. Kusumawathie, R. Jinadasa, D. K. P. Nandawathie, S. D. Eugene, K. K. Leelawathie and W. Ranasinghe be reinstated.

39. There is no evidence that the six workers had suffered any loss of damage by their discontinuance.

Pearly Abeysinghe was assaulted either by some strikers or by others at their instigation. The assault on her is not independent of the strike. It was to intimidate her that she had been assaulted; good relations should be restored between the Company and the workers who were on strike, and I make my further award that the six workers are not to be paid any compensation for their wrongful dismissal.

N. KRISHNADASAN,
Arbitrator.

Colombo, 28th October, 1965.

11-927

No. C/I. 399.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by the President, Labour Tribunal I know the industrial dispute which had arisen between Ceylon General Workers' Union, 123, Union Place, Colombo 2, and Hirdaramani (Industries) Ltd., 69, Chatham Street, Colombo 1, was referred by Order dated February 8, 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. 14.3.3 of February 19 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, 13th November, 1965.

I.D./LT, 1/94

In the matter of an industrial dispute
between

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

and

Messrs Hirdaramani (Industries) Limited, 69, Chatham Street,
Colombo 1.

This is an award in terms of the Industrial Disputes Acts, No. 14 and No. 62 of 1957 and No. 4 of 1962.

2. The Hon Minister of Labour and National Housing by his Order dated 8th February, 1965, referred to this Tribunal for settlement by arbitration an industrial dispute between the abovenamed parties. The matter in dispute has been described by the statement of the Commissioner of Labour, dated 19th January, 1965, as follows:

"The matters in dispute between the Ceylon General Workers' Union and Hirdaramani (Industries) Limited, are as follows:

- (1) Whether the refusal of employment to the 110 employees referred to in the attached Schedule is justified and to what relief each of them is entitled, (vide Schedule A of this Award).
- (2) Whether the termination of employment of H. P. Wilson de Alwis, D. J. Ranaweera, B. Benedict and N. Gunapala is justified and to what relief each of them is entitled.

(3) Whether the suspension from work of Y. A. S. Peiris, M. Thomas, K. R. Karunadasa and B. Felin Fernando is justified and to what relief each of them is entitled.

3. Throughout the proceedings the Union was represented by Mr. N. Shanmugathasan with Mr. C. R. de Silva and Mr. N. M. Seneviratne, while the employer was represented by Mr. J. A. L. Cooray instructed by Mr. Leslie Peiris.

4. The parties having filed their statements as required by the Industrial Disputes Act the case was first taken up on the 22nd April, 1965, and thereafter on the 27th April, 19th May, 19th May, 1965, 20th June, 1965, 21st August, 1965, 31st August, 1965 and 30th September, 1965.

5. At every stage in the proceedings attempts were made to bring the parties together and arrive at an amicable adjustment of the dispute existing between them. Although often when a dispute arising out of a strike comes to the stage of arbitration the bitterness generated in the course of the dispute makes it difficult to settle differences to the satisfaction of both parties, I must say that in this dispute the effect has been otherwise. From the inception I found the Employers generous and the Union appreciative of the employers' attitude. In the end the bulk of the matters in issue were settled without the need for inquiry. It is with pleasure therefore that I record my appreciation of the attitude of both Employer and Union, and express the hope that the goodwill engendered in the course of these proceedings will endure and bring benefits to both Employer and Workmen.

6. Regarding the matters in dispute the first paragraph of the statement of the Commissioner refers to what is described as "refusal of employment to 110 employees" referred to in the attached Schedule.

During the proceedings on the 26th June, 1965, Mr. Cooray informed the Tribunal that a large portion of the workmen whose names appear on the Schedule referred to above had not as a matter of fact been re-used employment and were indeed at that time at work. With regard to the rest of the workmen (except workman No. 93 whose case is dealt with in paragraph 10 of this award) in the Schedule the Employer agreed to offer employment to them with effect from 1st July, 1965. These workmen who accepted this offer would be deemed to have been on no pay leave for the duration of their non-employment and their services would be deemed not to have been interrupted thereby. I have been subsequently advised by both parties that save for a few most of the 110 workmen referred to in the Schedule had reported for duty and were as a matter of fact in employment from early July, 1965.

7. The second paragraph of the reference related to four workmen namely, H. P. Wilson de Alwis, D. J. Ranaweera, D. Benedict, N. Gunapala.

In regard to H. P. Wilson de Alwis the Union withdrew any claims on behalf of the workman in the course of the proceedings of 25th June, 1965. It was further recorded that this workman will have no further claims of whatsoever a nature against the Employer. He will therefore be entitled to no relief.

The matter of D. J. Ranaweera was discussed on the 30th September, 1965. It would appear that Ranaweera had been discontinued by the Employer after an inquiry for the offence of causing hurt to a fellow workman. The inquiry into the matter had been held by Mr. Advocate Fred Jayalath who had been specially commissioned by the employer for the purpose of holding an inquiry. The notes of the inquiry have been submitted to me and I find that the Inquiring Officer had conducted a very exhaustive and searching inquiry. His findings on the facts were that the workman concerned D. J. Ranaweera was guilty of assault and wounding another workman.

In the course of the proceedings of the 30th September, 1965, Mr. Shanmugathasan on behalf of the Union recorded the acceptance by the Union of the findings of Mr. Jayalath. In effect this meant that the Union accepted the position that D. J. Ranaweera had been guilty of the act of assault a fellow workman named Sederis. He however contended that the punishment of dismissal was too severe in view of the fact that altercation was as between two fellow workmen. Although an altercation would be evidence of indiscipline there is no assailable of the authority of the Employers as such. Moreover he contended that the altercation took place in the context of bitter inter Union rivalry and in a situation that could only be described as explosive. This workman D. J. Ranaweera had not previously given the management occasion for censure and his previous record had been clean. The assault took place, moreover, on the perimeter of the work place and as such caused no serious disturbance. The workman having been out of employment for 2½ years, Mr. Shanmugathasan further contended, had suffered more than adequately for such offence he may have given the management. Mr. Cooray, for the employer, while acknowledging most of the facts pertaining to the situation however argued that the management was justified under the circumstances in dismissing the workman concerned.

I consider an altercation among workmen a serious matter and deserves the highest censure. If workmen cannot settle their affairs peacefully it will eventually end in a breakdown or at least an impairment of the smooth flow of work in the workplace. In this case however I feel that there are certain circumstances which mitigate the seriousness of the offence all of which have been mentioned by Mr. Shanmugathasan. There is moreover a case of another assault, namely, an assault by a workman named

Benedict who had been offered employment by the management again. Under these circumstances and especially in view of the goodwill now existing between parties I consider it just and equitable that this workman D. J. Ranaweera should be reinstated with retroactive effect from the date of his discontinuance. The workman will be offered work by the employer within two weeks of the publication of this Award and if he accepts the offer will be entitled to regard his service with the Employer as not having been served by the period of his non-employment of over 2 years. He will however not be entitled to any remuneration, wages or emoluments for that period. I repeat that, as far as I am concerned the basic reason for ordering re-instatement of this workman is my belief that it will help complete the understanding and goodwill that now exists between the parties.

8. With regard to workman B. Benedict the management pointed out that the workman had never been discontinued but had been under suspension. In the course of the proceedings of the 30th September, 1965, the management while removing suspension upon this workman offered him work with effect from 1st October, 1965. The workman will not be entitled to any emoluments for the period of suspension but of course his services will be deemed not to have been interrupted thereby.

With regard to workman Gunapala the Union moved to withdraw the claims of Gunapala in these proceedings while reserving its rights to pursue the application filed on behalf of the Union before the Labour Tribunal. The employer raised no objection to the withdrawal of this reference subject to these conditions and reservations and under these circumstances no relief is awarded to the workman in this award.

9. Paragraph 3 of the reference refers to the suspension of work of 4 workmen namely, Y. A. S. Peiris, M. Thomas, K. R. Karunadasa, B. Belin Fernando. In the course of the proceedings of 26th June, 1965, it was pointed out that these workmen had been suspended during the pendency of the Magistrate's Court Case filed against them. On the proceedings of 3rd September, 1965, this Tribunal was informed by the Employer that those proceedings were now over and that the suspension order had been revoked. The workmen concerned were now in employment and it was agreed that they should be entitled to no further relief and no award is made in respect of these four workmen.

10. We now arrive at the central matter upon which inquiry was necessary and this relates to workman No. 93 of the Schedule referred to in paragraph 1 of the reference. This workman has been described as Roslin Peiris in the Schedule but has also been referred to as Tilaka. The parties were unable to agree to a settlement of the dispute relating to her and an inquiry became necessary.

11. Briefly the circumstances surrounding her dismissal are as follows. It would appear that some time prior to Christmas 1964, there had been a prolonged strike at the Company's premises in the course of which all the members of the above Union refrained from work whilst members of a rival Union reported for duty. Eventually by the intervention of the Department of Labour the strike was called off and on the 29th of December, the strikers resumed work. It is on record that there was a great deal of confusion attendant upon the return of the strikers to the workplace. Assistant Commissioner of Labour, Mr. Karyawasam, giving evidence spoke of effigies and placards being posted up on the premises, and of booing and catcalls. I accept Mr. Karyawasam's evidence as he is an independent official witness having no reason to take sides. There is conflicting evidence as to who was responsible for the commotion but the situation being explosive it would be difficult and I think unnecessary at this stage to attempt to explore who was responsible for the commotion. What is important is that the place was in an uproar. The complaint of the management was that Roslin Peiris when she returned to her sewing machine found a fellow worker seated at it. In a rage she pushed her from her chair, abused her, and wrenched what is called the cone stand fixed to the machine which snapped. Now the cone stand is a sturdy implement made of soft steel having the girth of a normal pencil. A cone stand was produced in the course of the proceedings. All the evidence makes it clear that the cone stand had snapped at the point of attachment to the main sewing machine. Upon the evidence led by the Company's own witness who is a person technically qualified, I am unable to conclude that even if Tilaka (who I might mention is a huskily built woman) applied pressure to the cone stand in the manner as alleged, it could not have snapped unless there was a latent weakness at the point of pressure in the implement. Undoubtedly the point where the rod had given way necessitated the application of considerable pressure which, despite Roslin Peiris' physique, she is, in my view, incapable of producing to the extent of causing the metal to snap unless there had been a hidden undetected flaw in the metal itself. Under these circumstances it is more than possible that although an attempt might have been made by Tilaka to vent her rage upon the machine it might have no more than bent had the implement been in good condition. I am also reminded of the numerous contradictions (too many to enumerate) in the evidence of the Employers' witnesses not to mention the similar contradictions in the evidence of the workman's witnesses. All told however I feel that the incident should be best forgotten, after all concessions are necessary at certain psychological moments by an employer desirous of maintaining and building goodwill between himself and the work force. In the course of a strike workers are guilty of numerous infringements of discipline and of acts of minor violence which after the strike is settled are best forgotten. To attempt to use such lapses as

subject matters of disciplinary action to prolong the bitterness that caused them is unwise in an atmosphere that is potentially explosive. Immediately after a strike there should be a conscious attempt to settle, to give and take, and to forgive and to forget. I am sorry that the case of Roslyn Peiris has had the need to go so far as to be the subject matter for arbitration. It is true that the management suffered some minor inconvenience as a result of her action but within half an hour the machine was put right, at no extra expense and under these circumstances I feel the punishment of dismissal at that stage when the workplace was simmering was unnecessary.

I cannot emphasise too strongly however that the action of Roslin Peiris is something that should not be taken lightly by the Union. Unions must take responsibility for seeing that their members whether strikers or not exercise care over the security of the management's property. The management's assets are eventually their source of livelihood and no act of vandalism can produce results other than that are harmful to the workmen and of course to the management. Roslin Peiris has been without work since December, 1964, and, in my view, has been sufficiently punished. She impressed me as a workman of considerable character and the management has conceded that prior to the incident concerned she has not been found wanting.

In arriving at a conclusion with regard to Roslin Peiris I am once again influenced by the fact that there has been marked improvement in the relations between parties. There has been give and take on both sides and I do not wish the case of Roslin Peiris to stand in the way of complete harmony. The continued harmony in the workplace will solely be dependent upon the workmen and Employer and in making this award in the case of Roslin Peiris I feel convinced that she will in future, having realised the responsibility towards her fellow workmen, her employers and her Union take upon herself as much responsibility as she can shoulder in improving relations between employer and workmen. I order that Roslin Peiris be offered employment within two weeks of the publication of this award in the *Government Gazette* and after acceptance thereof by the workman concerned she will be deemed to have been, for the period of her non-employment up to that time, under suspension and such period of her non-employment will be deemed not to have been in interruption of her service. She will not be entitled to any emoluments, wages or allowances for the period of non-employment.

T. P. UNAMBOOWA,
President,
Labour Tribunal (1).

Dated at Colombo on this 22nd day of October, 1965.

Schedule referred to

1. Kanthi Gunaratna
2. P. H. Gunadasa
3. U. K. Monis
4. D. Somapala
5. A. G. Nandasa
6. Y. D. Jinadasa
7. S. H. Vithane
8. K. Samarapala
9. I. Sirisena
10. P. P. Gunapala
11. T. C. Somadasa
12. W. A. Somadasa
13. T. K. Fernando
14. M. Sriyawathie
15. A. D. Manel Perera
16. U. L. Gnanawathie
17. D. A. Jayakody
18. M. D. Piyaseeli
19. W. Harischandra
20. Ariyawathie Hettiarachchi
21. K. Arlis
22. A. P. PUNCHINONA
23. D. J. Horatuduwa
24. U. D. Kilanona
25. M. Leelawathie
26. K. Karunawathie
27. P. D. Nandawathie
28. M. D. Hemalatha
29. G. Nandaseeli Perera
30. L. Nandawathie
31. I. Gunawathie
32. M. D. Kusumawathie
33. J. Gnanawathie
34. M. Gnanawathie
35. W. Karunawathie
36. T. D. Sriyawathie
37. R. A. Emanona
38. L. Somawathie
39. Agnes Vithane
40. Percy Hettiarachchi
41. M. Somawathie
42. U. H. Kalyanawathie
43. S. A. Chandrawathie
44. W. Somawathie
45. E. Wimalawathie
46. Kusuma Walpita
47. K. P. Somalatha
48. Wimala Kathri Arachchi
49. M. Jayasinghe
50. Dorothy Perera

Award

In terms of section 17 of the Industrial Disputes Act the Hon. Minister of Labour and National Housing by his Order dated 16th February, 1965, referred to me for settlement by arbitration a dispute existing between the Ceylon Manure Industries Workers Union, 123, Union Place, Colombo, and Messrs. A. Baur & Company Ltd., the respondent above named. The statement of the Commissioner of Labour is as follows:

"The matter in dispute between the Ceylon Manure Industries Workers' Union and A. Baur and Company Limited is whether the workers of A. Baur & Co. Ltd., who are members of the aforesaid Union are entitled to the additional allowance they were receiving prior to 1.7.59 whenever overtime work was done by them in respect of the period 1.7.59 to 1.12.63."

2. The parties having filed their statement in terms of the Regulation of the Industrial Disputes Act, proceedings commenced on 18th May, 1965, and thereafter continued on 25th June, 1965, 7th July, 1965, and 29th September, 1965. In the course of hearings a move was made by the All-Ceylon Commercial & Industrial Workers' Union (which currently has a substantial membership in the work place) to intervene in the dispute in terms of regulation 27 of the Industrial Disputes Act. There being no objection either from the Ceylon Manure Workers' Union or from the Employers, that Union was added a party to the proceedings and is named as the second party to this Award. Despite the fact that the statement of the Commissioner of Labour refers only to the Ceylon Manure Industries Workers' Union therefore by the addition of the All-Ceylon Commercial & Industrial Workers' Union, the membership of both Unions—and indeed the entire work force irrespective of Union affiliations—is liable to be affected by this Award.

3. Throughout the proceedings Mr. N. Shanmugathasan with Mr. C. R. de Silva appeared for the Ceylon Manure Industries Workers' Union while Mr. Wimalanaga appeared for the All-Ceylon Commercial & Industrial Workers' Union. The Employer Company was represented first by Mr. S. R. de Silva and later by Mr. Lyn Weerasakere, both of the Employers' Federation.

4. The issue as described in the reference may, perhaps at first sight, be obscure and confusing. It is necessary therefore to record the surrounding history of the dispute. The Employer above named is a manufacturer of fertilizer and has its factory at Kelaniya. The workmen concerned in this dispute are largely those who work in the factory at Kelaniya or were responsible for the transport of the component ingredients for the manufacture of fertilizer imported to the island, from the wharf to the factory. It would appear that the seeds of the dispute existed even as far back as 1959, when the wage structure of the workmen was radically altered.

Prior to the change the workmen in addition to their usual daily wage were paid a midday meal allowance of fifty cents and similar payments for overtime work. The exigencies of manufacture required considerable overtime work being done and the management organised the extension of work after normal working hours (which were from 7.30 a.m. to 4.30 p.m.) in two, sometimes overlapping, shifts. One shift extended till 8.30 p.m. and in addition thereafter, especially for workmen engaged in the handling and portering of cargo from the harbour another shift up to 12.30 a.m. of the following day. All workmen whatever their hours of overtime were of course paid their overtime remuneration at one and a half times the rate of their wages per hour and no dispute existed on that score. The dispute centres round the withdrawal of the payment of the first of the two allowances, which were paid to overtime workmen after the introduction of new wage scales in 1959. It would appear that those working up to 8.30 p.m. were paid in addition to overtime a sum of fifty cents (for unskilled workmen) and a sum of one rupee (for semi-skilled and skilled workmen) which the Employer described as a 'dinner allowance'. In addition to this allowance if it was necessary for employees to work till after midnight a further allowance of a similar amount (namely, fifty cents for unskilled, and one rupee for semi-skilled and skilled workmen) was paid by the Employer, according to the words of the Company, "as an 'overnight' or 'inconvenience allowance'". The manner in which the allowances were paid is noteworthy. They were not included in the weekly pay packet but were paid ad hoc as and when the need arose. It was the habit of the employer to assess before work was over for the day, how much overtime was likely after hours, and to make on that basis advance payment of the allowance in cash on the days concerned. Apart from the conflicting description given to the allowance there is substantially no dispute with regard to the manner of its payment or the basis of its computation.

5. Somewhere in 1959 the Employers' Federation and the Ceylon Trade Union Federation entered into a Collective Agreement for the Engineering Trade (which did not cover workmen in the manure trade) in respect of a number of dispute matters. Under that Agreement workmen in the Engineering Trade received a substantial wage increase but at the same time were required to forego many fringe allowances, among them a midday meal allowance of fifty cents. After the operative date of the Agreement those workmen enjoying enhanced wages as a result were to be required to pay the Employers for their meals.

51. I. Ranaweera
52. N. H. Karunawathie
53. E. Agnes
54. J. M. K. Lalitha
55. Vijitha Piyaseeli
56. W. D. Premalatha
57. D. C. Palibawadana
58. M. B. Seela Wimalaweera
59. Daya Kirungarachchi
60. P. M. Kulasekera
61. D. L. Jayasinghe
62. M. Vedauyagam
63. K. A. Somawathie
64. A. D. Charlot
65. M. B. Peiris
66. Seetha Jothiratne
67. W. Iranganie
68. T. D. Piyawathie
69. S. Sandanam
70. S. Sandanam Perumal
71. Dharmasiri
72. W. D. R. Fernando
73. D. K. Edwin
74. P. D. Sumanawathie
75. P. Charlot
76. L. D. Ariyadasa
77. M. Premawathie Fernando
78. H. P. Somawathie
79. L. Karunawathie
80. K. P. Chaudrawathie
81. S. P. D. Premawathie
82. K. D. Nandani
83. W. D. Seela
84. Nanay Liyanage
85. Caroline Yahampath
86. W. P. Mulawathie
87. D. L. Siriweera
88. S. Piyaseeli
89. Nanda Hettiarachchi
90. I. Nandawathie
91. P. A. Somawathie
92. Olga Siriweera
93. Rosalin Peiris
94. P. Siriwardena
95. A. Ariyawathie
96. Ariyawathie Alwis
97. A. H. L. Chandradasa
98. P. P. Karunaratne
99. J. A. Rupawathie
100. H. H. Siriwardena
101. Chandra Premaratne
102. Agnes Peiris
103. H. Malini
104. M. Kanapathy
105. V. Pablis Perera
106. D. S. P. Jayasena
107. W. Gilbert Fernando
108. K. Banduwathie
109. W. Lenora
110. N. L. D. I. Lalitha

11-921

No. C/I. 346.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by the President, Labour Tribunal I, to whom the industrial dispute which had arisen between Ceylon Manure Industries Workers' Union, 123, Union Place, Colombo 2, and All-Ceylon Commercial and Industrial Workers' Union, 47, Jayantha Weerasekera Mawatha, Colombo 10, of the one part and A. Baur & Co. Ltd., Baur's Buildings, Chatham Street, Colombo 1, of the other part was referred by Order dated February 16, 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. 14,327 of February 26, 1965, for settlement by arbitration is hereby published in terms of section 18 (1) of the said Act.

N. L. ABEYWIARA,
Commissioner of Labour.

Department of Labour,
Colombo 3, 11th November, 1965.

I.D./L.T. 1/97

In the matter of an industrial dispute
between

1. The Ceylon Manure Industries Workers' Union, 123, Union Place, Colombo 2

2. The All-Ceylon Commercial & Industrial Workers' Union, 47, Jayantha Weerasekera Mawatha, Colombo 10.

and

Messrs. A. Baur & Company Limited,
Baur's Building, Chatham Street,
Colombo 1.

It is clear that the wage increase was of such proportions as to offset payment for meals by the workmen. Now this Collective Agreement, as we have observed, did not apply to workmen in the manure trade but in 1959 the Company decided to extend the benefits thereof to its workmen at the Kelaniya Mills. As to how this came about was described by Major Rajanayagam, Superintendent of the Factory who said that as soon as he received instructions from the Company to obtain the consent of the workmen to the new wage scheme he summoned the chief office bearers of the Union then functioning at the Factory and apprised them of the proposal. It was pointed out to them that such a wage scale resulted in an appreciable enhancement of their income and the workmen benefitting thereby would be required in return to forego their fifty cent allowances. On an arithmetical comparison of the benefits of the change even after the reduction in allowances it is clear that the workman enjoyed an appreciable increase in the totality of their emoluments. According to Major Rajanayagam the workmen agreed to the proposal and the wage scales came into operation in 1959. Under the revised wage scales workmen received increases varying from ninety-six cents per day to one rupee and nineteen cents per day on the basis of work during their normal working hours. This substantial benefit was of course partially offset by a reduction of the fifty cents midday meal allowance despite which there was still a material increase in the aggregate daily wage for normal working hours. The Union was of course happy about this aspect of the matter but were not equally satisfied on a mathematical basis with the results in respect of overtime emoluments. For although the enhanced wages reflected an increased overtime rate, its extent was severely curtailed by the surrender of two allowances each of a Re. 1 for skilled and 50 cents for the unskilled workmen (at 8.30 p.m. and 12.30 p.m.) and consequently did not show an overall increase proportionate to the increase of the daily wage. Moreover there was a practical difficulty in the case of the midnight shift workers who were required to give up their 'overnight inconvenience allowance' (of Re. 1 for unskilled workmen and 50 cents for unskilled workmen) as they had to find their transport, midnight meal and accommodation etc., on their pay packet which they received only at the end of the week. Representations were made to the Company on behalf of those workers by the Union almost immediately and the Company having conceded the reasonableness of their protestations restored or, as Mr. Wirasekera would have it "re-introduced" the 'midnight allowance' (of Re. 1 for skilled workmen and 50 cents for unskilled workmen). The area of dispute, then, by the 're-introduction' of their allowance came to be narrowed to the non-payment of the 8.30 p.m. allowance and its consequences.

Right from the time when the revised wage scales came into operation in 1959 the 8.30 p.m. allowance was not paid to the workers right up to the latter part of 1963 when Mr. Shanmugathan of the Ceylon Manure Industries Workers' Union raised the question of the 8.30 p.m. It would appear that a series of conferences took place thereafter between Mr. Shanmugathan and the management both at the Dept. of Labour and at management level. As a result of those discussions the 8.30 p.m. allowance of fifty cents and one rupee for unskilled and skilled workers respectively was also "re-introduced" on 1st December, 1963 and is now being paid to the workmen.

6. At first sight it would seem that that should have been the end to the matter, the Union having made its point and won its demand and the employer having rectified the situation.

But matters did not end there, for the Union wanted more than restoration and more than a mere gesture.

Mr. Shanmugathan argued that the withholding of the 8.30 p.m. allowance in the first place was wrong and that all those workmen who in fact worked in that shift throughout the period 1959 to 1963 should be paid the allowances withheld for the period of non-payment from 1959 to 1963. He places his argument, convincingly if I may say so, on more or less a contractual footing. According to him whatever description the Employer Company may have applied to the 8.30 p.m. allowance it was in essence an incentive allowance. Its chief purpose was to induce workmen to accept and conform to the overtime requirements of Company. There would have been no need for the Company to offer an extra allowance over and above the overtime rate unless the Company felt that workmen would not be sufficiently responsive only to the additional remuneration earned by overtime work without a further allurements. If this was the case, the extra inducement was clearly in the nature of an incentive and would have nothing to do with wage scales, and the revision of wages should not have affected it.

On the basis of this quasi-contractual argument apart from moral claims, the issues in this case crystallize into:

- (a) whether the Company was justified in the first place, in withholding the 8.30 p.m. allowance from workmen on that shift, in 1959, when the new wage scales first came into operation;

and since it had not been paid from that time up to 1st December, 1963,

- (b) whether the Company should be called upon to make good the entire payment at this stage (amounting to Rs. 23,412).

8. Mr. Wirasekera's reply to Mr. Shanmugathan on the first issue was that the payment of 'meal allowances' was not an incentive as such but was a legacy from war time emergency

measures unthinkingly continued down the years. This submission was not, however, supported by evidence on the point and the actual origins of the payment must remain a matter of conjecture. But even if we accept his submission on the point, they still do not in the first place make the allowances any the less incentive inducements even on a war time basis; and in the second place do not contradict the proposition that whatever may have been the nature of the allowances during the war they had acquired the character of an incentive allowance when they came to be discontinued in 1959—15 years later.

Workmen entering the Company's services after the war, for example, are bound to have regarded the payment of the allowances over and above their overtime entitlements as nothing but an extra "santhosam", and reparation for their labour during the hours they are entitled to enjoy in the bosom of their families which they may not otherwise be inclined to forfeit despite the enhanced rating for overtime work. They should be entitled to feel that such payments were not mere discretionary but contractually due to them for all work done on the overtime shifts. The manner of payment—advance payment in coin on the day of the scheduled overtime shift—can only re-enforce the impression that the allowance is something distinct from the weekly pay envelope which contains their daily and overtime wages. The fact that this allowance is excluded from the computation of E.P.F. contributions, in my view clinches the matter, characterising the attitude of both workman and employer towards the allowance as being something distinct from "wages and emoluments".

9. My humble view is that the 8.30 p.m. allowance was clearly an incentive allowance—incapable of being altered other than by the contractual consent of the employer on the one side and the workmen, individually or collectively, on the other; and quite apart from the judicial validity of the substitution of contractual conditions by the parties. I wish to emphasise that in the sphere of Industrial Relationships, it is insufficient to establish merely a superficial ostensible consent—there must be complete understanding and good faith on the part of both parties of the likely implications and probable repercussions of proposed changes. I cannot therefore assign much respect for Mr. Wirasekera's rather tentative plea that the change was effected after consultation with the workman, and that the workman certainly knew that they were no longer receiving the allowance in question and made no protest. The evidence simply reaches nowhere near the standards of conduct appropriate to a radical change of the wage policy of the Company.

10. On so important and crucial a matter that vitally affects the very foundations of the concerns I would have expected evidence of scientific and conscientious consideration by the Company of the entire gamut of the proposal, as it affects productivity, costing, industrial contentment, profit margin, taxation, etc., and even the psychological receptiveness or resistance of the workforce—as evidence of its (i.e., the Company's) intention to change the contractual conditions existing between it and the workmen. For if there is no evidence even that the Company comprehensively appreciated every aspect of the change on its own interests, how can it be confidently averred that the workmen were properly advised of their repercussions as it affected them. Not merely that, apart from the contractual aspect of the matter, the Company has failed to justify the validity of its acts on the grounds of commercial policy, which if it had, would have made the transaction pardonable. The Company, after all, is the superior partner to the contract of employment and the workmen's connection with it improves with its prosperity and development, so that even though the consent of workman to a scheme is not evident, the presence of a planned programme of growth must elicit at least reluctant respect if not due admiration.

Even with regard to the immediate question of the 8.30 p.m. allowance I am most unhappy. Mr. Wirasekera argued that the enhanced wage scale resulted in a proportional enhanced overtime payment which offset the cancellation of the meal allowances. If this was the considered view of the management when it decided to cancel the 8.30 p.m. allowance and the workman acquiesced in it as a matter of policy, I will not quarrel with it. There is however no evidence of the management consciously weighing what were the proposed benefits of the increased wage to the workmen in regard to enhanced overtime as against the removal of the allowances. Nor had there been any discussion between the management and the workmen at responsible levels. I should imagine that prior to the introduction of the wage scale with a corollary reduction of fringe benefits there should have been a full declaration of the proposal by the management to the Union and ample opportunity given to the Union to discuss with the membership the corresponding benefits and disadvantages of the proposal as far as the workmen were concerned. If that was how the wage scales were put into operation there would have been no cause for complaint from the Union although in point of fact certain privileges so-called came to have been removed. I cannot accept Mr. Shanmugathan's proposition that once a benefit or privilege has been granted to workmen it cannot be removed. In my view industry should always seek to change, improve and grow and if in the process it becomes necessary to change remuneration policies no Company should be deterred by doubts about so-called privileges provided that such benefits as have to be removed from workmen are or would eventually be offset by corresponding advantages. I cannot accept

the proposition that once a benefit has been granted it acquires permanence and a paramountcy even to the extent of obstructing the Company in its future reorganisation, growth and improvement. Industrial Companies should be dynamic vital things, sensitive to competition and perpetually attuned to modern technological advances and in this context there must on both sides be an appreciation of a mutuality of interest and a friendly reciprocity of attitude. There must be a willingness to give and experience inconvenience for the sake of overall improvement.

11. In this case however I cannot find evidence that the management had conscientiously attempted to weigh the significance of the extension of the enhanced rates to overtime work at the expenses of the meal allowances nor to assess carefully whether psychologically the elimination of the one would not result in discontent despite an overall increase in the aggregate daily take home pay. Indeed the evidence is to the contrary, because soon after the introduction of the wage scales and the removal of the mid-night allowances upon representations made by the workmen on the mid-night shift the midnight allowance was re-introduced. Mr. Rajanayagam (who appeared to typify the rather casual attitude of the management) stated that when representations were made in that connection he considered the request reasonable in view of the fact that workmen on the midnight shift would very often not be in a position due to the time of the day (or rather, night) to go home or to find accommodation for the night or even to have a subsidiary meal while at the same time being able to report for work at 7.30 a.m. on the following day. He therefore agreed to recommend the restoration of the midnight allowances. Now this is something that the management should reasonably, and, I think if it gave it thought, wisely have anticipated when it decided to cancel the 'overnight allowance'. And while the restoration of the midnight allowance, in my view, is expressive of the Company's humanity it also reflects the unmethodical and indifferent way in which the whole matter had been handled—and this is something that cannot be commended.

Similar comment would apply also to the 8.30 p.m. allowance: Although it is true the workmen made no protest about not receiving the allowance there is again no evidence that the Company appreciated the purpose of the 8.30 p.m. allowance or that it even consciously considered its elimination as reciprocal consideration for the enhanced overtime payable on the new scheme or that it weighed the impact of the removal upon the workmen. The correspondence makes it clear that when somewhere in 1963 the matter was taken up by Mr. Shanmugathasan, the Company quickly relented. Mr. Shanmugathasan appears to have easily convinced the management that the 8.30 p.m. allowance was essentially an incentive allowance in the same way as the 12 o'clock allowance, although its cancellation may not have had the same physical impact as the cancellation of the 12 o'clock allowance due to the fact that the workmen were not put in the same difficulty at 8.30 p.m. as at 12 midnight. It is a fact that the management accepted Mr. Shanmugathasan's proposal and re-introduced the 8.30 p.m. allowance from the 1st December, 1963. Once again Major Rajanayagam thought that when the representations were made in 1963 they were reasonable and the Company re-introduced the allowance and went even further by offering to pay the workmen retrospectively with effect from April 1963 (which offer incidentally the Union refused).

I say that the Company could not have so quickly and easily made concessions unless it was convinced of the worth of the argument, which once again is evidence of the fact that the management did not consider this aspect of the matter when the allowance was cut off.

12. Although I fault the Company for its easy-going casual approach. I must equally commend it for its prompt amends, for the immediate rectification of the situation and its offer of partial retrospective reparation. The Company's actions are worthy of praise and emulation in this regard and is a shining example of bona fides and magnanimity so rare these days when a false sense of prestige stands so often in the way of understanding, goodwill and trust between employer and workman.

13. As to the second issue, substantially the whole point of this arbitration, namely, whether the Company should be called upon at this late stage, in late 1965, to make good retrospectively the payment of the allowance it had withheld to workmen doing overtime for the period 1959 to 1963—that is quite another matter. The determination of this issue is not entirely dependent upon the answer to the first. While the question of whether the payment of allowance should initially have been discontinued in 1959 was essentially a matter of contractual right or on another field of moral right; the latter issue is, in my view, purely of an arbitral nature in the sense that what requires decision is not the rights and wrongs of the suspension of the allowance but whether at this stage the Company should or should not be ordered to pay retrospectively the whole or part of the monies not so paid. To me the question is one also of practical difficulty, and commercial consequence rather than solely of moral right and wrong. I am assisted indirectly in coming to my eventual conclusions by two factors. The first is that when prior to the actual agitation of the various issues by legal argument attempts were made to amicably adjust matters to the satisfaction of both parties the approximate extent to which parties were agreeable to compromise was revealed.

In the second place I am assisted by the lapses on the side of both parties. This is one of those where each party relied not so much on the strength of its case but on the weakness of the other. While in the first place therefore I have faulted the Company for having withheld the allowance and for not having actively and exhaustively considered every aspect of the discontinuance of its payment as against the revised wages scales, I have now with equal emphasis to fault the Union for its lack of vigilance. There is no doubt that had the Union been watchful about the interests of its membership and had brought to the notice of the management what it now urges the Company would have quickly made adjustments to satisfy the aggrieved workmen, as it did in 1963. It is idle to assert that the workmen did not know that the allowance had been withheld because clearly as established by evidence it was paid separately in flashing coin and not concealed in the weekly pay envelope. It may perhaps be that the workman did not appreciate the significance of the extent of the disadvantages they had suffered in precisely the same terms as had been argued by Mr. Shanmugathasan, but to plead a naive innocence in the matter is unconvincing. I am of the view that the Union has been in serious default and is undesirable that a person should be permitted to secure an advantage from his lack of vigilance. No person should be permitted to sleep on his claims and thereafter having awakened demand compensation for a bad dream. I have been referred to "the Ceylon Theatres Arbitration" but I am satisfied the issues in that case are materially different. In that case the Union's claims depended upon an interpretation of rules arising out statute upon which there could be no compromise by the parties since stipulations of law are laid down by statute on grounds of policy. This dispute is an entirely different one and is not related to statutory compulsion.

Mr. Wirasekera, in my view, made an extremely good point when he stated that the Company should not at this stage be made liable to pay a sum of money as large as Rs. 23,412 when even if the Company had been in the fault the matter could have been adjusted if only the demands of the Union were brought to the Company's notice. With regard to the instant case the difficulties that the Company would be faced if it were ordered to make payment in the sum of Rs. 23,412 was not fully argued and I would hesitate on that score to make a decision. It would be dangerous however to concede in the abstract that the Union can after a lapse of considerable time to claim the entirety of what is urged to be contractual dues where in the first place it had been guilty of a certain degree of default and in the second place when the quantum involved is of such massive proportion.

14. Having given consideration to the fact that the employer should never have withheld payment of the allowance and having taken into account the lapses of the Union in making prompt representation and in the context of the discussions that have taken place with regard to the compromise and in view of the obligation cast upon me to make an order that is just and equitable and it is my view that the dictates of justice and equity would sufficiently be met if only a partial payment is made by the Employer to the workman. I therefore make award in favour of all such as may be entitled to the allowance for the period 1959 to 1963 to receive two fifths of such amount as may be due to each and do hereby specifically make order as follows:

- (i) No workman who entered the services of the Company after July 1959 would be entitled to any sum of money ordered in this award;
- (ii) Every workman who did in fact work on the 8.30 p.m. shift from July 1959 to December 1963 both inclusive will be entitled to 2/5 of the aggregate of the moneys computed as what might have been paid had the allowance not been discontinued;
- (iii) The Employer above named will prepare a schedule of workmen referred to in para (ii) above specifying against each such workmen the total quantum of allowance not so paid; and in a separate column 2/5 of such quantum as the Company is ordered to pay in terms of this award; and shall transmit one copy thereof to the Assistant Commissioner of Labour (Colombo North), Y.M.B.A. Buildings, Colombo 1, within 3 weeks of the publication of this award in the *Government Gazette* and shall exhibit such schedule in a prominent place in the factory;
- (iv) The management is free to pay each such workman such quantum as is ordered to be payable in this award direct and such workmen are free to receive such payment likewise. Provided that such payment shall not be made from the end of 3 calendar months from the publication of this award in the *Government Gazette*.
- (v) If any such payment remains undisbursed at the end of 3 calendar months from the publication of this award the Company shall transmit to the Assistant Commissioner of Labour (Colombo North) a schedule of workmen so unpaid within 3 weeks of the date together with such moneys as have not been disbursed and the Assistant Commissioner of Labour will as and when workmen apply for such payment as they may be entitled according to that schedule make payment after having satisfied himself as to the workman's identity. In the

event of any money remaining undischursed with the Assistant Commissioner of Labour at the end of 8 calendar months from the publication of this award in the *Government Gazette* the Assistant Commissioner of Labour shall return to the Employer such sum of money as is not disbursed together with a schedule giving a description thereof and no such workman as may be included in such schedule will be entitled as of right to any such moneys as are payable in terms of that schedule.

I consider this award just and equitable and make order accordingly.

T. P. UNAMBOOWS,
President,
Labour Tribunal I.

Dated at Colombo, on this 1st day of November, 1965.

11-16

No. W. 105/114.

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131
OF THE LEGISLATIVE ENACTMENTS OF CEYLON
(1956 REVISED EDITION)**

Order under Section 4 (1)

WHEREAS an industrial dispute in respect of the matter specified in the statement of the Commissioner of Labour which accompanies this Order exists between the Democratic Workers' Congress, 213/2, Main Street, Colombo 11, and the Superintendent of Melton Estate, Lindula:

Now, therefore, I, Mohamed Haniffa Mohamed, Minister of Labour, Employment and Housing, do, by virtue of the powers vested in me by section 4 (1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (1956 Revised Edition), as amended by Acts, Nos. 14 and 62 of 1957, and 4 of 1962 hereby appoint Mr. A. C. M. Uvais of 562/8, Galle Road, Colombo 3, as arbitrator and refer the aforesaid dispute to him for settlement by arbitration.

M. H. MOHAMED,

Minister of Labour, Employment and Housing,
Colombo, 16th November, 1965.

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131 OF
THE LEGISLATIVE ENACTMENTS, CEYLON
(1956 REVISED EDITION)**

In the matter of an industrial dispute
between

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

The Superintendent,
Melton Estate,
Lindula.

Statement of matter in dispute

The matter in dispute between the Democratic Workers' Congress and the Superintendent of Melton Estate, Lindula is whether the pruning task of 160 bushes per worker per day laid down by the Management is justified and to what relief each worker is entitled.

Dated at Colombo, this 13th day of November, 1965.

N. L. ABEYWIRA,
Commissioner of Labour.

11-917

No. W. 105/444.

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131
OF THE LEGISLATIVE ENACTMENTS OF CEYLON
(1956 REVISED EDITION)**

Order under Section 4 (1)

WHEREAS an industrial dispute in respect of the matter specified in the statement of the Commissioner of Labour which accompanies this Order exists between the Ceylon Workers' Congress, 562/10, Galle Road, Colombo 3, and the Ceylon Plantation Workers' Union, 123, Union Place, Colombo 2, of the one part and the Superintendent of Stonycliff Group, Kotagala, of the other part.

Now, therefore, I, Mohamed Haniffa Mohamed, Minister of Labour, Employment and Housing, do, by virtue of the powers vested in me by section 4 (1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (1956 Revised Edition), as amended by Acts, Nos. 14 and 62 of 1957, and 4 of 1962, hereby appoint Mr. N. Kumarasingham of 151, Silversmith Street, Colombo 12, as arbitrator and refer the aforesaid dispute to him for settlement by arbitration.

M. H. MOHAMED,

Minister of Labour, Employment and Housing,
Colombo, 16th November, 1965.

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131
OF THE LEGISLATIVE ENACTMENTS, CEYLON
(1956 REVISED EDITION)**

In the matter of an industrial dispute
between

The Ceylon Workers' Congress, 562/10, Galle Road, Colombo 3,
and the Ceylon Plantation Workers' Union, 123, Union Place,
Colombo 2 of the other part,

and

The Superintendent,
Stonycliff Group,
Kotagala, of the other part.

Statement of matters in dispute

The matters in dispute between the Ceylon Workers' Congress and the Ceylon Plantation Workers' Union of the one part and the Superintendent of Stonycliff Group, Kotagala, of the other part, are:

- Whether pruners and sprayers should be paid an extra remuneration of 25 cents per person per day;
- whether protective clothes should be supplied by the employer free of charge to each plucker twice a year;
- (a) whether a monthly pension of Rs. 25 should be paid to each worker who desires to retire from the service of the employer and who is over the age of 55 years;
(b) whether a monthly pension of Rs. 25 should be paid to each worker who has been retired from the service of the employer and who continues to reside on the estate;
- whether particulars of wages and names in respect of each worker should be displayed on a notice board for the information of workers before each pay day;
- whether the denial of wages to the pruners on 23.7.65 was justified and to what relief each of the said pruners is entitled;
- whether Sivalingam conductor of Taprobane Division did on 22.7.65 abuse and/or threaten with assault Coolu in a matter connected with the employment and/or conditions of labour and/or terms of employment of the said Coolu and the other labourers of the Stonycliff Group and to what relief the said Coolu is entitled;
- whether Sivalingam conductor of Taprobane Division did on 23.7.65 abuse and/or threaten with assault the pruners on the pruners on the pruning field including Coolu Pattan, Arunasalam and Munusamy in a matter connected with the terms of employment and/or conditions of labour of the said workers and to what relief each of the said workers is entitled;
- whether during the month of August, 1965, the Superintendent of Stonycliff Group, Mr. Tissera, did assault and/or intimidate and/or abuse the following workers namely:—K. Iyan, A. Andy, K. M. Dharmadasa, S. Ponnusamy, V. Mariaie and S. Jayaletchumie in matters connected with the employment and/or terms of employment and/or conditions of labour of the said workers and to what relief each of the said workers is entitled;
- whether the destruction of the vegetable gardens of the labourers during the period March to July 1965 was justified and to what relief each of the said labourers is entitled;
- whether the removal of weeding contracts from the pruners during the months of June and July 1965, was justified and to what relief each of them is entitled;
- whether the denial of work to the wives of the pruners during the period June and July 1965, or any part thereof was justified and to what relief the said wives are entitled;
- whether the stoppage of water supply and the refusal to render medical assistance to the labourers during the period of the strike was justified and to what relief each of the said labourers are entitled;

A strike by members of the Ceylon Workers Congress and the Ceylon Plantation Workers Union is now continuing as from 3rd August, 1965.

Dated at the Office of the Commissioner of Labour, Colombo, this 11th day of November, 1965.

N. L. ABEYWIRA,
Commissioner of Labour.

11-916

No. T. 7/731.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by the President, Labour Tribunal 3 to whom the Industrial dispute which had arisen between the Ceylon Cinema & Film Studio Employees' Union, 123, Union Place, Colombo 2 and Messrs. A. C. Nadarajah, A. C. Vadivel and A. C. Rasiyah of No. 50, Halloluwa Road, Kandy, the Proprietors of Princess Theatre, Hatton, was referred by Order dated August 15, 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. 14,153 of August 28, 1964, 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, 17th November, 1965.

I. D./L. T./K/4

In the matter of an industrial dispute
between

The Ceylon Cinema & Film Studio Employees' Union,
123, Union Place,
Colombo 2,

and

Messrs. A. C. Nadarajah, A. C. Vadivel and A. C. Rasiyah of
No. 50, Halloluwa Road, Kandy,
Proprietors of Princess Theatre, Hatton.

Award

This dispute between the Ceylon Cinema and Film Studio Employees' Union and Messrs. A. C. Nadarajah, A. C. Vadivel and A. C. Rasiyah of No. 50, Halloluwa Road, Kandy, (hereinafter referred to as "the Employers") has been settled. The matter regarding which the dispute has been is whether the termination of the services of Mr. S. Kengarattnam, who was employed as a Checker in Princess Theatre, Hatton, owned by the Employers, is justified and to what relief he is entitled. The dispute was referred to this Tribunal for settlement by arbitration by an order made under section 4 (1) of the Industrial Disputes Act.

Mr. Kengarattnam was suspended from work on the 29th of September, 1963, following an incident at the workplace. His case was discussed at conferences convened by the Assistant Commissioner of Labour, Hatton, but there was no settlement, and the Employers terminated his services on the 17th of April, 1964, with effect from the 17th of December, 1963. The Employers claimed at the hearing of the dispute that it was made clear at a conference held in December, 1963, that they could no longer employ Mr. Kengarattnam but were willing to let him resign if he preferred resignation to dismissal. Mr. Kengarattnam was alleged to have served liquor to outsiders in the projection room of the theatre to which admission of outsiders was strictly prohibited and to have assaulted the Manager on the night of the 27th of September, 1963. The Union denied that resignation was ever suggested or considered, and mentioned that even so late as the 7th of April, 1964, on which date the last of the conferences convened by the Assistant Commissioner of Labour was held, the Employers had not made up their mind and had said that within two weeks the final decision with regard to Mr. Kengarattnam would be communicated to the Union. The allegation that Mr. Kengarattnam assaulted the Manager was stated to be not true, and it was pointed out that in the letter by which the employee was asked to show cause this allegation was not mentioned. The Union contended that the termination of the services of Mr. Kengarattnam was unjustified and he was entitled to be reinstated with back wages.

Inquiry began with the positions of the parties being as stated above, but after some evidence had been heard an amicable settlement was reached. The terms of settlement are as follows:—

1. The termination of the services of Mr. Kengarattnam will stand.
2. The Employers will pay Rs. 1,750 to Mr. Kengarattnam who agrees to accept the sum in settlement of his claim for relief in respect of the termination of his services.

3. A sum of Rs. 100 was deposited by Mr. Kengarattnam as security and this will be refunded to him.

4. The sums of Rs. 1,750 and Rs. 100 will be paid by the Employers through the Assistant Commissioner of Labour, Hatton, on or before 15th December, 1965.

The settlement that the parties have come to is just and equitable, and I make award in terms of it.

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

Dated at Kandy, this 30th day of October, 1965.

11-998

No. W. 105/1198.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by the President, Labour Tribunal VI, to whom the industrial dispute which had arisen between the Lanka Estate Workers' Union, 47, Jayantha Weerasekera Mawatha, Colombo 10, of the one part and Mr. H. A. V. Dias, Charlie Villa, Panadura, Mrs. S. L. de Mel, Walaauwa, Moratuwa, Mrs. Sita Wijeratna 41, 42nd Lane, Colombo 6, and Mrs. Luxmi S. Warasawithane, Galle Gymkana Bungalow, Galle, of the other part was referred by Order dated May 11, 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. 14,040 of May 22, 1964, for settlement by arbitration is hereby published in terms of section 18 (1) of the said Act.

R. L. GUNASEKERA,
Acting Commissioner of Labour.

Department of Labour,
Colombo 3, 6th November, 1965.

In the matter of an industrial dispute
between

The Lanka Estate Workers' Union

and

The Management, Gangarawa Estate ("A" Division)
Kiriella

No. I.D./L.T. (6) 1.

Award

This is an award under section 17 (1) of the Industrial Disputes Act. By order made under section 4 (1) of the Industrial Disputes Act the Honourable Minister of Labour and Social Services referred this dispute to this tribunal for settlement by arbitration. The statement of the matter in dispute of the Commissioner of Labour accompanying the Honourable Minister's order gives the matter in dispute in the following terms:—

"The matter in dispute between the Lanka Estate Workers Union and the co-owners of Gangarawa Estate, Kiriella, (1) H. A. V. Dias, (2) Mrs. S. L. De Mel, (3) Sita Wijeratna, (4) Lakshmi Warasawithana, is whether the termination of the employment of the following workers is justified and to what relief each one of them is entitled to:—

- (1) P. A. Charles Singho
- (2) K. Piyadasa,
- (3) W. Agnes Nona
- (4) M. A. Malin Appuhamy,
- (5) T. A. Dharmadasa,
- (6) P. A. Nandawathie,
- (7) Y. T. Geetin,
- (8) M. A. D. Karunawathie,
- (9) V. A. M. Ramasamy,
- (10) M. A. David Appuhamy,
- (11) H. Naisa,
- (12) P. M. Ariyadasa,
- (13) W. Lily Nona,
- (14) Y. T. Panchi Banda,
- (15) M. S. Babinoña,
- (16) H. Ratnayake,
- (17) H. Wilson,
- (18) A. K. Anulawathie,
- (19) K. A. Chandrasena.

When this dispute was taken up for inquiry on the 2nd September, 1965, Mr. Weerasekera appeared for the respondent and Mr. Palitha Wanasundera appeared for the Lanka Estate Workers' Union. On a suggestion made by this tribunal the parties came to an amicable settlement and the terms of settlement are as follows:—

- (1) The applicant Union stated that no relief is claimed from the first respondent, H. A. V. Dias, since there is no dispute between the 1st respondent and the Union;

(2) The applicant Union seeks no relief on behalf of the following workers:—

- (1) P. A. Charles Singbo;
- (2) K. Piyadasa;
- (3) W. Agnes Nona;
- (5) T. A. Dharmadasa;
- (9) V. A. M. Ramasamy;
- (19) K. H. Chandrasena.

referred to in the statement of dispute of the Commissioner of Labour.

(3) The second respondent Mrs. S. L. de Mel undertakes to pay a sum of Rs. 125 as an ex. gratia payment to the following workers:—

- (11) H. Naisa;
- (13) W. Lily Nona;
- (14) Y. T. Punchi Nona;
- (16) H. Ratnayake;
- (17) H. Wilson.

referred to in the statement of dispute of the Commissioner of Labour.

(4) The 3rd respondent Sita Wijeratna undertakes to pay a sum of Rs. 125 each as an ex. gratia payment to the following workers:—

- (7) Y. T. Geetin;
- (8) M. A. D. Karunawathie;
- (18) A. K. Anulawathie.

referred to in the statement of dispute of the Commissioner of Labour.

(5) The 4th respondent Mrs. Lakshmi Warasavitarna undertakes to pay a sum of Rs. 125 as an ex. gratia payment to the following workers:—

- (4) M. A. Malin Appuhamy;
- (6) P. A. Nandawathie;
- (10) M. A. David Appuhamy;
- (12) P. M. Ariyadasa;
- (15) M. S. Baby Nona.

(6) It is also agreed between parties that the payments referred to in paras. 3, 4 and 5 will be made to the workers concerned subject to the condition that the workers satisfy the Assistant Commissioner of Labour, Ratnapura, that they have left the estate and also handed over their buckets and knives to the respondents concerned.

(7) As proof of having handed over their buckets and knives and also having left the estate the workers shall produce to the Assistant Commissioner of Labour, Ratnapura, a letter from E. Seemon who is in charge of the estate to the effect that the workers have handed over their buckets and knives and left the estate;

(8) The 2nd, 3rd and 4th respondents shall deposit the sums of money referred to in paras. 3, 4 and 5 with the Assistant Commissioner of Labour, Ratnapura, on or before the 15th November, 1965;

(9) The workers referred to in paras. 3, 4 and 5 are free to withdraw these sums of money through the Assistant Commissioner of Labour, Ratnapura, after the 15th November, 1965.

I approve the above terms of settlement and make order accordingly.

F. X. J. RASANAYAGAM,
President,
Labour Tribunal,
Ratnapura.

Dated at Ratnapura, this 12th day of October, 1965.

11—999

No. W. 105/1159.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by the Arbitrator to whom the Industrial dispute which had arisen between the United Plantation Workers' Union, 71, Malay Street, Colombo 2, of the one part and Sathkorale Mohandiramalagedera Segu Abdul Cader Hadjiar's son Mohamed Mohideen Hadjiar, Mrs. Rasamma Ramasamy, Kalagawagedera Mohamed Cassim's son Shahul Hameed, Pallathuveettu Seyed Mohamed's son Hakeeb Mohamed, Akurana Gurunanselagedera Seyed Mohamed's son Mohamed Abdul Cader, Alimsahibveettu Noor Mohamed's son Shahul Hameed, Kalugamuwa Mohandiramalagedera Umaru Lebbe's son Shahul Hameed, Doctor Arumugam Rajiyah, Doctor Samson Amarasiri Gunawardena, Kalagawagedera Mohamed Cassim's son Ahamed Mohamed, Kalagawagedera Mohamed Cassim's son Mohamed Ameer, Ambakotuwegedera Umar Lebbe's son Segu Dawood, Paragahadeniyegedera Hakeeb Lebbe's son Mohamed Mohideen, Mohandiramalagedera Segu

Abdul Cader Lebbe's son Mohamed Rasheed, Gamagegurunnanselagedera Abdul Cader Lebbe's son Mohamed, Mutugodeny Noor Mohamed Lebbe's son Mohamed Sulaiman, Gamagegurunnanselagedera Omar Lebbe's son Abdul Hameed, Desagurunnanselagedera Shahul Hameed Lebbe's son Ahamed Mohamed, Kanthegedera Noor Mohamed Lebbe's son Seyed Mohamed, Gamagegurunnanselagedera Omar Lebbe's son Shahul Hameed, Muduna Adappayalagedera Mohamed Cassim's son Thamby Lebbe, Kurundugolla Mohandiramalagedera Noor Mohamed Lebbe's son Sainul Abdeen, Gamagegurunnanselagedera Seyed Mohamed Lebbe's son Mohamed Abdul Cader, Gampolagedera Seyed Lebbe's son Jamaldeen, Mohandiramalagedera Abdul Cader Lebbe's son Seyed Ahamed, Sathakulbbelagedera Noor Mohamed's son Ahamed Mohamed, Gampolagedera Seiyadu Lebbe's son Shahul Hameed, Abdul Rahman's son Seyed Mohamed, Kurundugolla Gurunanselagedera Jamaldeen Lebbe's son Seyed Mohamed, Muduna Adappayalagedera alias Pannama Marikar Sulaiman Lebbe, Kurundugolla Mohandiramalagedera Yousuff Lebbe's son Mohamed Lebbe, Deniyagedera Meera Saib Lebbe's son Abdul Caffoor, Dematagastenne Hakeeb Lebbe's son Sulaiman Lebbe, Dematagastenne Abdul Cader Lebbe's son Seyed Mohamed, Alimsahibveettu Hakeeb Mohamed Lebbe's son Seyed Mohamed, Mohandiramalagedera Nainasahib Lebbe's son Seyed Mohamed, Kapukotuwegedera Jamaldeen Lebbe alias Sahib's son Mohamed Afoosalih, Proprietors of Kandenuwara Estate, Matale, of the other part was referred by Order dated July 28th, 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. 14,135 of August 7th, 1964, 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, November 17, 1965.

No. W. 105/1159.

In the matter of an industrial dispute

between

The United Plantation Workers' Union

and

the undermentioned persons who are the Proprietors of Kandenuwara Estate, Matale,

1. Sathkorale Mohandiramalagedera Segu Abdul Cader Hadjiar's son Mohamed Mohideen
2. Rasamma Ramasamy (Mrs.)
3. Kalagawagedera Mohamed Cassim's son Shahul Hameed
4. Pallathuveettu Seyed Mohamed's son Hakeeb Mohamed
5. Akurana Gurunanselagedera Seyed Mohamed's son Mohamed Abdul Cader
6. Alimsahibveettu Noor Mohamed's son Shahul Hameed
7. Kalugamuwa Mohandiramalagedera Umaru Lebbe's son Shahul Hameed
8. Dr. Arumugam Rajiyah
9. Dr. Samson Amarasiri Gunawardena
10. Kalagawagedera Mohamed Cassim's son Ahamed Mohamed
11. Kalagawagedera Mohamed Cassim's son Mohamed Ameer
12. Ambakotuwegedera Umaru Lebbe's son Segu Dawood
13. Paragahadeniyegedera Hakeeb Lebbe's son Mohamed Mohideen
14. Mohandiramalagedera Segu Abdul Cader's son Mohamed Rasheed
15. Gamagegurunnanselagedera Abdul Cader Lebbe's son Mohamed
16. Mutugodeny Noor Mohamed Lebbe's son Mohamed Sulaiman
17. Gamagegurunnanselagedera Umaru Lebbe's son Abdul Hameed
18. Desagurunnanselagedera Shahul Hameed Lebbe's son Ahamed Mohamed
19. Kandogedera Noor Mohamed Lebbe's son Seyed Mohamed
20. Gamagegurunnanselagedera Umaru Lebbe's son Shahul Hameed
21. Muduna Adappayalagedera Mohamed Cassim's son Thamby Lebbe
22. Kurundugolle Mohandiramalagedera Noor Mohamed Lebbe's son Sainul Abdeen
23. Gamagegurunnanselagedera Seyed Mohamed Lebbe's son Mohamed Abdul Cader
24. Gampolagedera Seyed Lebbe's son Jamaldeen

25. Mohandiramalagedera Abdul Cader Lebbe's son Seyed Ahamed
26. Sathakulebbelagedera Noor Mchamed's son Ahamed Mohamed
27. Gampolagdera Seyed Lebbe's son Shahul Hameed
28. Abdul Rahman's son Seyed Mohamed
29. Kurundugolla Gurunanselagedera Jamaldeen Lebbo's son Seyed Mohamed
30. Mudun Adappayalagedera *alias* Pannama Marikar Sulaiman Lebbe
31. Kurundugolle Mohandiramalagedera Usuff Lebbe's son Mohamed Lebbe
32. Deniyegedera Meerasaibo Lebbe's son Abdul Caffoor
33. Dematagastenna Thamby Lebbe's son Sulaiman Lebbe
34. Dematagastenna Abdul Cader Lebbe's son Seyed Mohamed
35. Alimsahibveetu Habeeb Mohamed Lebbe's son Seyed Mohamed
36. Mohandiramalagedera Naina Sahib Lebbe's son Seyed Mohamed
37. Kapukotuwegedera Jamaldeen Lebbe *alias* Sahib's son Mohamed Aboosalih.

Award

This matter was referred to me by the Hon. the Minister of Labour and Housing under section 4(1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (Revised Edition, 1956) as amended by the Industrial Disputes (Amendment) Acts Nos. 14 and 62 of 1957 and 4 of 1962, for settlement by arbitration.

The matters in dispute as set out by the Commissioner of Labour in his statement dated 23rd July, 1964, were as follows :-

- (1) Full recognition of the Union and the right to hold a meeting on the estate to elect a Committee ;
- (2) Withdrawal of the wrongful notices issued to members of the Union ;
- (3) Non-victimisation and non-discrimination ;
- (4) Medical leave for those who got injured ;
- (5) Compensation to the families of the late Alagan and Rengasamy ;
- (6) Payment of pension to old workers.

Inquiry into this matter was taken up on 8th August, 1964. Mr. Izzadeen Mohamed instructed by Mr. Pamunuwa appeared on behalf of the proprietors of Kande Nuwara Estate, Matale, and Mr. S. Kanagaratnam instructed by Mr. C. V. Fernando for the United Plantation Workers' Union.

On the first few dates of the inquiry the parties stated their cases and made their submissions and I explored the possibility of a settlement. Thereafter the employers applied for a writ to the Supreme Court. The Supreme Court directed me not to hear the first matter in the statement of the dispute, but stated that I should continue with matters 2, 3, 4, 5 and 6. On the subsequent dates Mr. Lakshman Kadirgamar instructed by Mr. Pamunuwa appeared for the proprietors of Kande Nuwara Estate and Mr. Vernon Livera for the Union. During the course of the inquiry the Union withdrew items 3, 4, 5 and 6 as contained in the statement of the Commissioner of Labour, and on the 6th October, 1965, both parties submitted to me their terms of settlement with regard to item No. 2 in the reference. The terms of settlement are contained in schedules 1, 2, 3, 4, 5 and 6 and annexed to this Award.

I think those terms of settlement are just and equitable and I make award accordingly.

J. E. I. PERERA,
Arbitrator.

Colombe, 26th October, 1965.

INDUSTRIAL DISPUTE No. A/383

The United Plantation Workers' Union, 123, Vinayalankara Mawata, Colombo 10

vs.

The Proprietors, Kandenuwara Estate, Matale

With regard to item No. 2 in the reference of matters in dispute between the abovenamed parties, the said dispute is settled on the terms incorporated in the schedules (numbered I, II, III, IV, V and VI) annexed hereto.

Sgd.

Proctor for the Proprietors of
Kandenuwara Estate.

Sgd.

On behalf of the United Plantation Workers' Union.

Date : 6th October, 1965.

INDUSTRIAL DISPUTE No. A/383

The United Plantation Workers' Union, 123, Vinayalankara Mawata, Colombo 10

vs.

The Proprietors, Kandenuwara Estate, Matale

ITEM NO. 2 IN THE REFERENCE

Schedule I

Names of workers who will be re-instated

Union's No.	Names of Workers
2	M. Soosaio
6	S. Vceraie
18	A. Sinnandy
24	S. Sinna Caruppen
31	P. Alagamma
45	M. Muthu
46	Ramaie
48	R. Muniamma (to be re-instated after her daughter Sivapakiam leaves the estate).
51	R. Sangapulle
54	Muthucaruppen

INDUSTRIAL DISPUTE No. A/383

The United Plantation Workers' Union, 123, Vinayalankara Mawata, Colombo 10

vs.

The Proprietors, Kandenuwara Estate, Matale

ITEM NO. 2 IN THE REFERENCE

Schedule II

Names of children to be employed in place of retiring workers

Union's No.	Names of Workers retiring	Names of Children to be employed	Relationship
9	M. Nallamma	Letchimio	Daughter
27	P. Cadiraie	Muthiah	Son
36	S. Muthan	Muthalagoo	Daughter
38	N. Thathen	Thaanapakiam	Daughter
42	M. Sittoo	Janakie	Daughter
49	P. Sadayan	Palaniandy	Son

INDUSTRIAL DISPUTE No. A/383

The United Plantation Workers' Union, 123, Vinayalankara Mawata, Colombo 10

vs.

The Proprietors, Kandenuwara Estate, Matale

ITEM NO. 2 IN THE REFERENCE

Schedule III

Names of workers who will be given an ex-gratia payment of rupees two hundred and forty (Rs. 240) each

Union's No.	Names of Workers
5	T. Sellan Kg.
11	N. Muthusamy
14	Loorthu
15	M. Iyankutty
17	P. Valiamma
22	S. Letchimio
23	N. Kuppan
29	P. Periyambulley
30	K. Suppan
33	M. Mariaie
34	P. Sinniah
41	Karuppathovan
50	M. Arulando
55	Annamma

INDUSTRIAL DISPUTE No. A/383

The United Plantation Workers' Union, 123, Vinayalankara
Mawata, Colombo 10

vs.

The Proprietors, Kandanuwar Estate, Matale

ITEM NO. 2 IN THE REFERENCE

Schedule IV

Names of workers in respect of whom the Union withdraws
its claim :—

Union's No.	Names of Workers
10 ..	P. Kuppaie
19 ..	S. Pootchy
25 ..	K. Natchiappen
26 ..	M. Sinnatha
35 ..	P. Nallathamby
37 ..	S. Kattubawa
39 ..	M. Periya Sinniah (deceased)
43 ..	S. Sinnappen (deceased)
47 ..	A. Arason (deceased)
52 ..	K. Tholasamma
53 ..	V. Sangaran
56 ..	Sandanam

INDUSTRIAL DISPUTE No. A/383

The United Plantation Workers' Union, 123, Vinayalankara
Mawata, Colombo 10

vs.

The Proprietors, Kandanuwar Estate, Matale

ITEM NO. 2 IN THE REFERENCE

Schedule V

Names of workers who will be given weeding contracts at two
acres each

Union's No.	Names of Workers
3 ..	K. Caruppaie
4 ..	S. Muniandy
12 ..	K. Pan-bayan Kg.
20 ..	S. Varathan Kg.
21 ..	M. Kannan
44 ..	K. Andy

INDUSTRIAL DISPUTE No. A/383

The United Plantation Workers' Union, 123, Vinayalankara
Mawata, Colombo 10

vs.

The Proprietors, Kandanuwar Estate, Matale

ITEM NO. 2 IN THE REFERENCE

Schedule VI

Names of workers to whom no relief is granted

Union's No.	Names of Workers
1 ..	T. Karuppiah
7 ..	K. Adaikkamma
8 ..	S. Andy
13 ..	Muthusamy Kg.
16 ..	V. Thandavan
28 ..	M. Perian
32 ..	T. Govindan
40 ..	T. Marie

11.—1068 ✓

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
the following persons to be members of the Wages Board for the
Cinnamon Trade for a period of three years commencing on
May 10, 1965.

A. O. WIRASINGHE,
Permanent Secretary,

Ministry of Labour, Employment and Housing.

Colombo, 16th November, 1965.

NOMINATED MEMBERS

1. Mr. P. R. Wickramasingha
2. Capt. A. C. Kanagasingham
3. Mr. T. V. M. Noon.

REPRESENTATIVES OF EMPLOYERS

1. Mr. J. E. P. Rajapakse
2. Mr. K. G. C. Abeysuriya
3. Mr. Lloyd Wickramasuriya
4. Mr. S. G. A. de Silva
5. Mr. Austin A. de Silva
6. Mr. D. W. Wickremaratna

REPRESENTATIVES OF WORKERS

1. Mr. T. Autin Mendis
2. Mr. K. W. Roosan Silva
3. Mr. H. Alendy Silva
4. Mr. Wilson Wijetunga
5. Mr. M. G. Mendis
6. Mr. D. U. Jayasekera.

11—964 ✓

L. D.—B. 80/44.

THE WAGES BOARDS ORDINANCE

Notification under Section 7

IN accordance with the provisions of section 7 (1) of the Wages
Boards Ordinance (Chapter 136), I, Mohamed Haniffa Mohamed,
Minister of Labour, Employment and Housing, do hereby notify
my intention to make under section 6 (1) of that Ordinance, an
Order relating to the biscuit and confectionery manufacturing
trade (including chocolate manufacturing), in the terms set out
in the Schedule hereto.

Objections to be proposed Order, will be received by me until
12 noon on 11th December, 1965.

Every such objection must be made in writing and must
contain a statement of the grounds upon which such objection
is taken.

M. H. MOHAMED,

Minister of Labour, Employment and Housing.
Colombo, 16th November, 1965.

SCHEDULE

The provisions of Part II of the Wages Boards Ordinance
shall apply to the following trade:—

The biscuit and confectionery manufacturing trade (including
chocolate manufacturing) consisting of any one or more of the
following activities, that is to say:—

- (1) the manufacture of biscuits;
- (2) the manufacture of toffees, table sweets, boiled sweets, pan
sweets, jujubes and other sweetmeats; and
- (3) the manufacture of chocolate, cocoa powder and cocoa
butter;

including—

(A) Biscuit

- (1) Work connected with the receipt and storage of flour
and sugar, margarine, vegetable fat, glucose, lecithine,
essences, cocoa powder, cheese, malt, milk
powder, chemicals, butter, ammonia, baking
powder, eggs and other ingredients;
- (2) Work connected with loading and unloading, carrying
and conveying of ingredients;
- (3) Work connected with flour sifting;
- (4) Operations connected with the mixing of dough
including the cleaning of mixing tubs and con-
tainers, weighing and measuring of ingredients,
adding of chemicals, essences and colouring, and
feeding the mixers;
- (5) Operations connected with the breaking of dough;
- (6) Spreading, rolling and flattening of mixed dough on
cutting table;
- (7) Work connected with the cutting machine;
- (8) Operations connected with cutting and embossing;
- (9) Carrying of baked biscuits to and from the cooling
rack;
- (10) The baking of biscuits including the work of oven
loaders and oven helpers;
- (11) Work connected with carrying, stacking, loading
and unloading of biscuit tins and packets;
- (12) Washing and cleaning of trays and containers;
- (13) Collecting and arranging cut biscuits;

- (14) Packeting, heat sealing, labelling, packing and pasting of cartons;
- (15) Operations connected with the stacking machine; and
- (16) Any other operations connected with or incidental to the work specified in paragraph (A).

(B) Confectionery

- (1) Work connected with the receipt and storage of ingredients including glucose, sugar, essences, cocoa beans, milk powder, vegetable butter, gelatine, chemicals and flavours;
- (2) Weighing, measuring and mixing of ingredients;
- (3) Boiling of ingredients;
- (4) Work connected with the transferring of "batch" to and from "hot-tables";
- (5) Work connected with the transferring of "batch" to and from "cool-tables";
- (6) Operations connected with the "batch feeder";
- (7) Work connected with the emptying of "batch" to trays;
- (8) Operations connected with the "cutting and wrapping machine";
- (9) Sorting of sweets, chocolates and toffees;
- (10) Weighing and packing of toffees, chocolates and sweets;
- (11) Sealing of bags;
- (12) Operations connected with the "tableting machine";
- (13) Operations connected with the "centre-manufacturing machine";
- (14) Operations connected with the "granulating machine";
- (15) Work connected with the oscillating pans including the adding of essences, sugar and colouring material;
- (16) Collection of sweets in trays and drying sweets in the heating room;
- (17) The adding of gelatine and colouring material;
- (18) Operations connected with the embossing machine;
- (19) Work connected with the sifting machine;
- (20) Collection of jujubes in trays, weighing and packing of jujubes;
- (21) Cleaning and roasting of cocoa beans;

- (22) Emptying roasted cocoa beans into "Refining Hull";
- (23) Work connected with the "Tempering machine"; and the "Depositer";
- (24) Filling of chocolate moulds;
- (25) Work connected with the "Vibrating table"; and the "cooling tunnel";
- (26) Separating the chocolates from the moulds;
- (27) Wrapping, labelling and packing of sweets and chocolates; and
- (28) any other operations or activities connected with or incidental to the work specified in paragraph (B) above;

but excluding the work of the following workers:—

- (1) Clerks, cashiers, store-keepers, time-keepers, watchers and care-takers;
- (2) Workers in the motor transport trade, specified in the order published in *Gazette* No. 9,481 of November 2, 1945, as subsequently amended; and
- (3) Workers in the Engineering Trade, specified in the order published in *Gazette* No. 9,224 of January 7, 1944, as subsequently amended.

11-966

L. D.—B. 24/64.

THE PORT (CARGO) CORPORATION ACT, No. 13 OF 1958

BY virtue of the power vested in me by section 63 (1) of the Port (Cargo) Corporation Act, No. 13 of 1958, I, Vithana Arachchige Sugathadasa, the Minister of Nationalised Services, in consultation with the Board of Directors do hereby amend with effect from the date on which this order is published in *Gazette* the charges for the prescribed services published in *Government Gazette Extraordinary* No. 11,464 of August 1, 1958, in Schedule 'A' by the substitution for item 29 of the following new item:—

" 29 Teak Logs—Rs. 39/60 per ton "

V. A. SUGATHADASA,
Minister of Nationalised Services.

Colombo, 17th November, 1965.

11-980

L. D.—B. 67/48.

THE CEYLON (PARLIAMENTARY ELECTIONS) ORDER IN COUNCIL, 1946

RULE made by the Commissioner of Parliamentary Elections by virtue of the powers vested in him by sub-section (3) of section 94B of the Ceylon (Parliamentary Elections) Order in Council, 1946, as amended by Act No. 10 of 1964, and approved by the Senate and the House of Representatives under sub-section (4) of the aforesaid section.

Colombo, November 22, 1965.

E. F. DIAS ABEYESINGHE,
Commissioner of Parliamentary Elections.

Rule

The First Schedule to the Ceylon (Parliamentary Elections) Order in Council, 1946, is hereby amended as follows:—

- (1) by the substitution, for Form C of that Schedule, of the new Form C set out in the Schedule hereto;
- (2) by the substitution, for Form D of that Schedule, of the new Form D set out in the Schedule hereto; and
- (3) by the omission of Form CC and Form E of that Schedule.

SCHEDULE

FORM C

(Sections 15B (2), 15D (1) and 19—(1) and (4))

Form of Claim for Insertion or Retention of Name of a Person in a Register of Electors

To the Registering Officer of _____ Electoral District.

I hereby make this claim to have the name given below which has been *omitted/expunged to be *inserted/retained in the register of electors for the above-mentioned Electoral District.

The particulars in respect of this claim are stated below—

- (1) Full name of *the claimant† [or the person on whose behalf the claim is made.]
Surname or ge name : _____,
Other names : _____,
- (2) Qualifying address where such person was ordinarily resident on the 1st day of June 19____.
Assessment No. : _____, Householder's List No : _____,
Street and *Town/Village/Estate, and Post Office : _____,
Grama Sevaka Division : _____,
Ward and Local Authority : _____,

(3) Ago on the 1st day of June, 19____.
 _____ Years _____ Months.
 Date of Birth : _____.

(4) I hereby state as follows :—

- (i) *I am † [The person on whose behalf this claim is made is] a citizen of Ceylon by *descent/registration. Relevant particulars including number and date of the *certificate of citizenship/certificate of registration/other citizenship document held are : _____.
- (ii) *I was † [The person on whose behalf this claim is made was] ordinarily resident at the address mentioned in item (2) above on the 1st day of June, 19____.
- (iii) *I have † [The person on whose behalf this claim is made has] not preferred a claim for registration under any other address in the register of electors for the above-mentioned Electoral District.
 State any other particulars here : _____.

Declaration

I hereby declare that the above claim is true in all particulars ; and that *I am † [The person on whose behalf the claim is made is] qualified to be registered as an elector for the Electoral District mentioned.

 Signature or thumb mark of *claimant/other person preferring claim.

Dated _____, 19____.

 Address of *claimant/the person on whose behalf the claim is made.

Name and address of person making this claim (if made on behalf of other person)

Name : _____.
 Address : _____.

- * Delete words which are not applicable.
- † Applicable in a case where any other person is preferring claim.

To be forwarded in duplicate

*(Use this part of the form, when objecting to a name included in the Register or List B) ***

FORM D

(Section 15B (5) and (6), and section 19 (2))

Form of Objection

To the Registering Officer of _____ Electoral District.

I, _____ hereby object to the inclusion in the *register of electors/List B for the above-mentioned electoral district of the name of the person described below—

Here give particulars as appearing in the register or List B, as the case may be.

Name of person objected to : _____.
 His qualifying address : _____.
 Polling District letter or letters : _____, Registration No : _____,
 The grounds of my objection are : _____.

My name appears in the *register of electors/List B for the above-mentioned electoral district as follows :—

Here give particulars as appearing in the register or List B, as the case may be.

Name : _____.
 Qualifying address : _____.
 Polling District letter or letters : _____, Registration No : _____.

 Signature or thumb mark of objector.

Dated _____, 19____.

 Objector's address for notice : _____.

- ** Use the part overleaf, when objecting to any claim.
- * Delete whichever is inapplicable.

FORM D

To the Registering Officer of _____ Electoral District.

I, _____ hereby object to the *insertion/rotation in the register of electors for the above-mentioned electoral district of the name of the person described below—

Name : _____.
 Qualifying address : _____.
 The grounds of my objection are : _____.

My name appears in the *register of electors/List B for the above-mentioned electoral district as follows :—

Qualifying address : _____.
 Polling District letter or letters : _____, Registration No : _____.

Dated _____, 19____.

 Objector's address for notice : _____.

 Signature or thumb mark of objector.

- * Delete whichever is inapplicable.

L. D.—B. 277/40.

THE ANTIQUITIES ORDINANCE

NOTICE given by the Minister of Education and Cultural Affairs under section 19 of the Antiquities Ordinance (Chapter 188).

GAMINI JAYASURIYA,
Acting Minister of Education and
Cultural Affairs.

Colombo, November 16, 1965.

Notice

It is intended to make order under the provisions of section 18 of the Antiquities Ordinance (Chapter 188), declaring the ancient bo-tree and the ancient monuments lying within the premises of Gotabhaya Rajamaha Vihara, situated on the land covered by plan No. 5208, in the village of Botale in Udugaha Pattuwa of Hapiigama Division in the Colombo District of the Western Province, to be protected monuments for the purposes of that Ordinance.

Objections to the making of the above order must be received by the Archaeological Commissioner, Colombo, on or before 27th December, 1965. Every such objection must be in writing and must contain a statement of the grounds upon which it is made.

11—1072

Central Bank of Ceylon Notices

**CEYLON GOVERNMENT 4½ PER CENT. LOAN 1982-86
" E " SERIES LOST OR STOLEN OR DESTROYED**

STOCK Certificate No. DR 000021 Registered No. 14 dated 1st August, 1961, for Rs. 10,100 stock of the Ceylon Government 4½ Per Cent. Loan 1982-86 " E " Series issued in the name of Mr. John William Udalagama of Ranwala Walauwa, Kegalé, having been lost or stolen or destroyed, notice is hereby given that payment of interest on the stock to which that certificate relates has been stopped by the Registrar, and that application is about to be made to the Registrar for the issue of a duplicate stock certificate in the above-mentioned name.

The public are warned against entering into any transaction of any kind in relation to the above-mentioned stock certificate.

C. V. UDALAGAMA.

Name of person notifying:—Executor of the estate of the late Mr. John William Udalagama.

Address:—Magistrate's Bungalow, Kandy.
11—1111

Miscellaneous Departmental Notices

My No. Exports/385/4.
H. M. Customs, Colombo.

NOTICE TO ALL EXPORTERS

ALL exporters are hereby informed that the following banks ONLY have been approved by me for the purpose of providing bonds as required by para. 4 (b) of section 11 of the Customs Ordinance (Chapter 235).

1. People's Bank.
2. State Bank of India, Colombo.
3. Mercantile Bank Ltd.
4. National and Grindlays Bank Ltd.
5. National and Gridlays Bank Ltd. (Grindlays Section).
6. Chartered Bank.
7. Hongkong and Shanghai Banking Corporation.
8. Eastern Bank Ltd.
9. Bank of Ceylon, Central Office, Colombo.
10. Bank of Ceylon, Foreign Department.

2. If any exporter presents a bond from a bank other than the Banks listed above, the contracts submitted along with these bonds are liable to be rejected at any stage prior to their execution and he will be required to pay any higher duties that may be consequently necessary. Exporters are therefore advised to comply with the above requirements strictly.

V. P. VITACHI,
Principal Collector of Customs.

11—1008

COMPLETE LIST OF TEXT BOOKS APPROVED BY THE EDUCATIONAL PUBLICATIONS ADVISORY BOARD FOR SCHOOL USE

A complete list of text books (English) recommended by the Educational Publications Advisory Board and approved by the Director of Education for school use, during the period 1961 to date, is given below.

2. It should be noted that only text books that are presently valid for school use are included in the list. Text books, the validity of which has lapsed and those that have not been re-approved by the Board, have been deleted.

3. Books have been listed under the various subjects, and grouped according to the period of validity, to enable easy reference. Every book has to be re-approved by the Board at the expiry of the period of approval, if it is to be valid for further use in schools.

4. The Director of Education has instructed all Heads of Schools that it is an offence to prescribe for school use, books that have not been recommended by this Board, other than those published by the Department of Education and Official Language Department.

Text books published by the Department of Education and the Official Language Department, new editions of classics with notes, glossaries, dictionaries, charts and graphs are exempted from approval of the Board.

5. Text books published by the Education Department and text books published by the Official Language Department are not included in this list.

6. The order in which the books have been listed does not imply any order of merit or priority.

Educational Publications Advisory Board,
Malay Street,
Colombo 2, 20th November, 1965.

H. P. WEERASEKERA,
Secretary, E. P. A. B.

English

No.	Name of Book	Class	Author	Publisher
PERIOD OF VALIDITY—JANUARY 1, 1966 TO DECEMBER 31, 1970				
1	The New Ship English Course—Pupils' Book I	Primary	A. W. Frisby	Orient Longmans Ltd., Madras
2	An English Course for Ceylon—Books I to IV	Classes 3 to 6	I. Morris	Macmillan & Co. Ltd.
3	Deepak Readers—Books I to II	6, 7	J. F. Forrester	Oxford University Press, Madras 2
4	Deepak Readers—Books IV to V	G.C.E.	do.	do.
5	English by Stages—Reading Books III and IV	Post Primary	I. Morris	Macmillan & Co. Ltd.

PERIOD OF VALIDITY—JANUARY 1, 1965 TO DECEMBER 31, 1969

6	A Direct Method English Course—Revised Edition—Book I (for Std. 6)	—	E. V. Gatenby	Orient Longmans Ltd., Madras
7	A Direct Method English Course—Revised Edition—Book II (for Std. 7)	—	do.	do.
8	A Direct Method English Course—New Rapid Version—Books II and III (for G.C.E.)	—	do.	do.

No.	Name of Book	Class	Author	Publisher
PERIOD OF VALIDITY—JANUARY 1, 1965 TO DECEMBER 31, 1969				
9	A Guide to translation—Parts I and II (for G.C.E.)	--	S. Veerasingham	North Ceylon Tamil Publishing House, Chunnakam
10	The New Ship English Course — Pupils' Book 2 and 3 (for Primary Classes)	—	A. W. Frisby	Orient Longmans Ltd., Madras 2
11	An Instruction to Learning English (for English Medium Primary Classes)	—	J. M. Miller	Orient Longmans Ltd., Madras 2
PERIOD OF VALIDITY—JANUARY 1, 1964 TO DECEMBER 31, 1968				
12	The Oxford English Course for Ceylon Schools —6th and 7th years	—	—	Oxford University Press, Madras 2
13	The Oxford English Course for Ceylon Schools —2nd year	—	F. G. French and Isabella Fremont	do.
14	A Direct Method English Course—Introductory Book	—	E. V. Gatenby	Orient Longmans Ltd., Madras 2
PERIOD OF VALIDITY JANUARY 1, 1962 TO DECEMBER 31, 1966				
15	Fundamental English—First Series—Books I to IV	—	P. B. Ballard	Orient Longmans Ltd., Madras 2
16	The Oxford English Course for Ceylon—1st year Part I Speaking, 1st year Part II Reading, Fourth year and Fifth year	—	—	Oxford University Press, Madras 2
17	Learning English —Books 3 and 4	—	J. M. Miller	Orient Longmans Ltd., Madras 2
18	The Ship English Course—Pupils Books 1 to 4	—	A. W. Frisby and H.R. Cheeseman	do.
19	A Direct Method English Course—Standard Edition—Books 1 to 5	—	E. V. Gatenby	do.
20	The New Method Readers—New Series—Ceylon Edition—Books 1 to 5	—	Michael West revised by J. Forrester	do.
21	New Plan English Readers—Books 1 to 5	—	J. Forrester and I. D. Asirvatham	do.
Supplementary Text				
PERIOD OF VALIDITY—JANUARY 1, 1965 TO DECEMBER 31, 1969				
1	The Harrap Spelling Books for Tropical Schools, 1 to 4 (for Post Primary Classes)	—	K. Anderson and H.W. Howes	Oxford University Press, Madras 2
Geography				
PERIOD OF VALIDITY—JANUARY 1, 1966 TO DECEMBER 31, 1970				
1	*Lands Round the Indian Ocean (1951 Edition)	6	S. F. de Silva	The Colombo Apothecaries Co. Ltd.
2	*Europe and the two Americas (1952 Edition)	7	do.	do.
3	*Ceylon and World Geography—Parts I and II (1962 Edition)	8	do.	do.
PERIOD OF VALIDITY—JANUARY 1, 1965 TO DECEMBER 31, 1969				
4	Contour and Mapping Exercises (for Upper Classes)	—	A. D. Baptist	Christian Literature Society of Ceylon
PERIOD OF VALIDITY—JANUARY 1, 1965 TO DECEMBER 31, 1966				
5	*A Regional Geography of Ceylon (for G.C.E.) (1954 edition)	—	S. F. de Silva	The Colombo Apothecaris Co. Ltd.
PERIOD OF VALIDITY JANUARY 1, 1962 TO DECEMBER 31, 1966				
6	A Geography of Ceylon for Schools	..	A. D. Baptist	Orient Longmans Ltd., Madras 2
7	Exercises in Map Reading	..	S. F. de Silva	The Colombo Apothecaries Co. Ltd.
*Next edition should be revised.				
Supplementary Text				
PERIOD OF VALIDITY —JANUARY 1, 1966 TO DECEMBER 31, 1970				
1	A Little Book on Map Projection	.. G.C.E. (Adv. Level)	A. D. Baptist	N. D. Gunasena & Co., Ltd.
History				
PERIOD OF VALIDITY—JANUARY 1, 1966 TO DECEMBER 31, 1970				
1	*Our Heritage—Part I (1960 Edition)	.. 6	G. C. Mendis	The Colombo Apothecaries Co. Ltd.
2	Our Heritage—Part II	.. 7	S. A. Pakeman and G. C. Mendis	do.
3	*Our Heritage—Part III (1962 edition)	.. 8	G. C. Mendis and S. A. Pakeman	do.
Civics				
PERIOD OF VALIDITY—JANUARY 1, 1966 TO DECEMBER 31, 1970				
1	*Civics for the G.C.E. (1962 Edition)	.. G.C.E.	S. F. de Silva	The Colombo Apothecaries Co. Ltd.
* Next Edition should be revised.				

No.	Name of Book	Class	Author	Publisher
Arithmetic				
PERIOD OF VALIDITY—JANUARY 1, 1964 TO DECEMBER 31, 1968				
1	†The Ceylon Citizens' Arithmetic 3 to 8	—	H. N. Saunders	Christian Literature Society of Ceylon
2	A Text Book of Arithmetic for Ceylon Schools	—	T. Jacob	M. D. Gunasena & Co. Ltd.
PERIOD OF VALIDITY—JANUARY 1, 1966 TO DECEMBER 31, 1967				
3	New Approach Arithmetic—Book III	8	J. E. Jayasuriya	Macmillan & Co. Ltd.
PERIOD OF VALIDITY—JANUARY 1, 1962 TO DECEMBER 31, 1966				
4	New Approach Arithmetic—Book II for Std. VII	—	J. E. Jayasuriya	Macmillan & Co. Ltd.
Supplementary Text				
PERIOD OF VALIDITY—JANUARY 1, 1966 TO DECEMBER 31, 1970				
1	New Approach Arithmetic Book I	6	J. E. Jayasuriya	Macmillan & Co. Ltd.
†Meant for children whose Mother tongue is English.				
Physics				
PERIOD OF VALIDITY—JANUARY 1, 1962 TO DECEMBER 31, 1966				
1	Magnetism and Electricity	—	W.G. Davies	Blackie & Son (India), Ltd., Madras
2	Light	—	do.	do.
3	Heat	—	do.	do.
Chemistry				
PERIOD OF VALIDITY —JANUARY 1, 1963 TO DECEMBER 31, 1967				
1	Physical Chemistry for Schools and Colleges	—	H. L. Hays	Oxford University Press
Biology				
PERIOD OF VALIDITY—JANUARY 1, 1963 TO DECEMBER 31, 1967				
1	Biology for G.C.E. Ordinary Level	—	T. Puthrasingham and V. Ramakrishnan	T. Puthrasingham, Jaffna
Roman Christianity				
PERIOD OF VALIDITY —JANUARY 1, 1962 TO DECEMBER 31, 1966				
1	New Catechism of Christian Doctrine—Books 2 to 5	—	—	De La Salle Press, Colombo 15
2	Christ the Way, Book I	—	—	do.
11-1070				

PERMITS UNDER HIKKADUWA FISHING REGULATIONS FOR 1966

WITH reference to regulation two (2) of the regulations published in *Ceylon Government Gazette* No. 12,304 of March 3, 1961.

Barudel and rod and line fishermen who wish to apply for permits to fish in that portion of the sea described in the First Schedule to above-mentioned regulation should make their applications in writing to the Director of Fisheries, Colombo 3, not later than 27.12.1965. Applications must be sent under Registered cover.

S. H. S. SILVA,
Director of Fisheries.

Department of Fisheries,
Colombo 3, 20.11.65.
11-1084

NOTICE

NOTICE is given hereby that Akuressa Resthouse will be closed to the public from 6 a.m. to 6 p.m. on Saturday the 11th December, 1965. No visitors will be allowed to occupy the Resthouse on the previous night unless they agree to vacate the premises by 6 a.m. on 11.12.1965.

F. C. PIETERSZ,
Government Agent, Matara.

The Kachcheri,
Matara, 16.11.65.
11-1034

RENEWAL OF FIREARM LICENCES—1966

Amparai District

IT is hereby notified for the information of the general public that the renewal of firearm licences registered in the Amparai District, will be done by the respective Divisional Revenue

Officers with effect from 1st December, 1965. The owners of firearms are advised to renew their licences on or before 31st December, 1966.

2. The 1965 licences and the firearms should be produced for inspection by the officer authorised to renew licences, before the issue of 1966 licence.

3. Applications for renewal of licences received after 31st December, 1965, if entertained will be subject to a fine equivalent to the licence fee. The Divisional Revenue Officers will continue to renew licences till 31st March, 1966, on recovery of this fine.

4. Licences who do not propose to renew their licences for 1966 or who are in possession of unserviceable firearms, should surrender them with the respective licences to the officer renewing the licences or to this office on or before 31st December, 1965.

5. Prosecutions will be entered in respect of all licences which are not renewed by 31st March, 1966.

W. R. P. TILLAKERATNE,
Government Agent, Amparai District.

The Kachcheri,
Uhana, 11th November, 1965.

11-923

RENEWAL OF FIREARMS LICENCES FOR 1966—GALLE DISTRICT

OWNERS of firearms are hereby requested to renew their licences for 1966 from December 1, 1965, at the respective offices of the Divisional Revenue Officers in whose divisions the licences reside. The licence for 1965 should be produced with the firearm and the necessary licence fee. If the 1965 licence is not available an extra sum of Re. 1 should be paid being fee for the certificate of loss of gun licence. The licensees who fail to renew their licences on or before December 31, 1965, will be liable to a penalty equal to the licence fee payable.

The Divisional Revenue Officers will continue to renew licences till March 31, 1966, on recovery of the penalty. Renewals thereafter will be done at the Galle Kachcheri. Licensees who fail to get their licences renewed on or before March 31, 1966, will be prosecuted. Stamps will not be accepted in payment of licence fees.

Owners of all firearms are requested to produce them for inspection when applying for renewal.

Gun licences will not be renewed at the Galle Kachcheri during the renewal period of December 1, 1965 to March 31, 1966.

D. M. A. SPELDEWINDE,
Government Agent, Galle District.

The Kachcheri,
Galle, 9th November, 1965.

11-993

CEYLON GOVERNMENT RAILWAY

Level Crossing Repairs

THE level crossing at 2m. 1c. between Maradana and Kelaniya Railway Stations on Main Line on Colombo-Avissawella Road via Malvana will be closed to vehicular traffic, partially from 4 p.m. to 8 p.m. on Saturday, 4.12.65, and totally closed from 8 p.m. on Saturday, 4.12.65 to 4 a.m. on Sunday, 5.12.65, for effecting repairs. During this period traffic will be diverted to Avissawella Road via Urugodayatta Roundabout, Baseline Road, Kolonnawa Road to Wellampitiya Junction.

N. A. VAITIALINGAM,
for General Manager, Railway.

11-949

CEYLON GOVERNMENT RAILWAY

Level Crossing Repairs

THE level crossing at 244m. 6c. on Illanthakulam Road on Northern Line will be closed partially to vehicular traffic from 6 p.m. to 8 p.m. on Thursday, 9.12.1965 and totally closed from 8 p.m. on Thursday, 9.12.1965 to 12 noon on Friday, 10.12.1965, for effecting repairs. During this period traffic will be diverted over the level crossing at 244m. 1c. 95ks., Punkankulam Road.

N. A. VAITIALINGAM,
for General Manager, Railway.

11-1083

NOTICE

NOTICE is hereby given that the areas declared infected in Panadura-Totamuna, in the Divisional Revenue Officer's Division of Panadura in the Kalutara District of the 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. 14,490 of 27.8.65, are free of "Haemorrhagic Septicaemia" and are no longer infected areas.

This declaration shall take effect from the date hereof.

ABEYARATNE BANDARANAYAKE,
Chief Government Veterinary Surgeon.

Office of the Chief Government Veterinary Surgeon,
Department of Agriculture,
Peradeniya, 10.11.1965.

11-960

NOTICE

NOTICE is hereby given that the areas declared infected in Villages in the Divisional Revenue Officer's Division of Ma'a'e South in the Matale District of the Central 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. 14,472 of 6.8.65, are free of "Haemorrhagic Septicaemia" and are no longer infected areas.

This declaration shall take effect from the date hereof.

ABEYARATNE BANDARANAYAKE,
Chief Government Veterinary Surgeon.

Office of the Chief Government Veterinary Surgeon,
Department of Agriculture,
Peradeniya, 13th November, 1965.

11-982

PROCLAMATION

WHEREAS "Haemorrhagic Septicaemia" disease has broken out among cattle in Villages in East and West Bentota Warallaviti Korale and Wellaboda Pattu, Divisional Revenue Officer's Divisions in Galle District of the Southern 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:—

D. R. O. Division—Bentota Warallaviti Korale West. North: Kalutara Totamune, South: Wellaboda Pattu, East: B. W. K. (East), West: Sea.

D. R. O. Division—Bentota Warallaviti Korale East. North: Palawatta D. R. O. Division, South: Gangaboda Pattu, West: B. W. K. (West) and Wellaboda Pattu, East: Hindum Pattu.

D. R. O. Division—Wellaboda Pattu. North: B. W. K. West. South: Four Gravets, Galle, East: B. W. K. East and Gangaboda Pattu, West: Sea.

2. Under section 7 of the same Ordinance, I proclaim that no movement of cattle or cart traffic from and to these 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, Ambalangoda/Galle, and the Divisional Revenue Officer, Ambalangoda.

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

A. BANDARANAYAKE,
Chief Government Veterinary Surgeon.

Office of the Chief Government Veterinary Surgeon,
Peradeniya, 10th November, 1965.

11-981

The "Ceylon Government Gazette" is published every Friday. Day of publication is subject to alteration in any week where Public Holidays intervene.

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