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THE CEYLON GOVERNMENT GAZETTE

අංක 14,897 — 1970 මාර්තු 13 දිනි සිකුරාදා — 1970.3.13
No. 14,897 — FRIDAY, MARCH 13, 1970

(Published by Authority)

PART I: SECTION (I)—GENERAL

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

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Note.—Ceylon (Parliamentary Elections) (Amendment) Act, No. 9 of 1970, Telecommunications (Amendment) Act, No. 10 of 1970, Village Council (Extension of Term of Office) Act, No. 11 of 1970 and Condominium Property Act, No. 12 of 1970, appear as Supplements to Part II of this issue.

Appointments, &c., by the Governor-General

No. 81 of 1970

No. D. 21/Rect/381.

ARMY—REGULAR FORCE—RETIREMENT APPROVED BY HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT

The undermentioned officer retired from the Regular Force of the Army, with effect from February 20, 1970—

Lieutenant Colonel BELLANAGE PERCY FERNANDO JAYARATNE,
C.A.G.S.C.

By His Excellency's command,

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

Colombo, 2nd March, 1970.

3—127

No. 82 of 1970

No. D/VF/34(B).

ARMY—CVF—CONFIRMATION OF RANKS AND PROMOTIONS APPROVED BY HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT

To be Captain with effect from January 1, 1970—

Lieutenant (Temporary Captain) RAVINDRA VIHAR JAYEWAR-
DENE, CLI.

Lieutenant SEMBUKUTTIARACHIGE BENEDICT GABRIEL DE SILVA,
CLI.

By His Excellency's command,

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

Colombo, February 27, 1970.

3—125

No. 83 of 1970

No. D/VF/38 (iii).

ARMY—CVF—COMMISSIONS AND POSTINGS APPROVED BY HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT

HIS Excellency the Officer Administering the Government has been pleased to approve the Commissioning of the undermentioned gentlemen as Second-Lieutenants in the Volunteer Force of the Army in the following order of seniority with effect from January 1, 1970, and their postings to the units mentioned above their names:—

(a) *Commissions*

Mr. DON SHELTON CANISIUS GANEGODA.
Mr. ANIL SUMEDHA AMARASEKERA.
Mr. RANPATABENDIGE NIHAR WEERAWARNE NILAWEERA.
Mr. KURUWAKANKANAGE PREMALAR NANDA FERNANDO.

(b) *Postings*

2nd (Volunteer) Battalion, The Ceylon Light Infantry
Second-Lieutenant KURUWAKANKANAGE PREMALAR NANDA
FERNANDO.

SPECIAL NOTICE REGARDING FORWARDING OF NOTICES FOR PUBLICATION IN THE WEEKLY GAZETTE

ATTENTION is drawn to the Important Notice, appearing at the end of each part of this *Gazette*, regarding dates of publication of the future weekly *Gazettes* and the latest times by which Notices will be accepted by the Government Printer for publication therein. All notices for publication in the *Gazette* received out of times specified in the said notice will be returned to the senders concerned.

Department of Government Printing,
Colombo, December 14, 1968.

L. W. P. PERERA,
Government Printer.

2nd (Volunteer) Battalion, The Ceylon Sinha Regiment
Second-Lieutenant RANPATABENDIGE NIHAL WEERAWARNE
NILAWEERA.

2nd (Volunteer) Battalion, The Gemunu Watch
Second-Lieutenant ANIL SUMEDEHA AMARASEKERA.

Ceylon Army Service Corps (Volunteer)
Second-Lieutenant DON SHELTON CANISIUS GANEGODA.

By His Excellency's command,

G. V. P. SAMARASINGHE,
Permanent Secretary,

Ministry of Defence and External Affairs.

Colombo, February 26, 1970.

3—91

No. 84 of 1970

No. D. 202/Rect.

**ROYAL CEYLON NAVY—REGULAR FORCE—PROMOTION
APPROVED BY HIS EXCELLENCY THE OFFICER
ADMINISTERING THE GOVERNMENT**

To be Commodore, with effect from March 16, 1970—

Captain DONALD VICTOR HUNTER, R.Cy.N.

By His Excellency's command,

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

Colombo, March 3, 1970.

3—128/1

No. 85 of 1970

No. D. 202/Rect.

THE NAVY ACT (CHAPTER 358)

It is hereby notified that His Excellency the Officer Administering the Government has, under section 8 (1) of the Navy Act (Chapter 358), been pleased to appoint Commodore DONALD VICTOR HUNTER, R.Cy.N., to act as Captain of the Navy, with effect from March 16, 1970.

By His Excellency's command,

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

Colombo, March 3, 1970.

3—128/2

No. 86 of 1970

No. D. 252/Rect/3.

**ROYAL CEYLON AIR FORCE—PROMOTIONS APPROVED
BY HIS EXCELLENCY THE OFFICER ADMINISTERING
THE GOVERNMENT**

To be Squadron Leaders with effect from 1st January, 1970—

Flight Lieutenant (Temporary Squadron Leader) GOLUWA
MARAKKALAGE UPALI DE SILVA (J1062) Admin.

Flight Lieutenant (Temporary Squadron Leader) JOSEPH
PARARAJASINGAM ELIATAMBY (J1063) Tech/Sigs.

Flight Lieutenant (Temporary Squadron Leader) PAIYAGALAGE
NOEL SARANAPALA FERNANDO (J1065) Ops/Air.

Flight Lieutenant (Temporary Squadron Leader) JOSEPH
THIMOTHY REX FERNANDO (J1066) Admin.

By His Excellency's command,

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

Colombo, February 26, 1970.

3—92

No. 87 of 1970

No. D. 252/Rect/3.

**ROYAL CEYLON AIR FORCE—PROMOTIONS APPROVED
BY HIS EXCELLENCY THE OFFICER ADMINISTERING
THE GOVERNMENT**

To be Temporary Squadron Leaders with effect from 1st
January, 1970—

Flight Lieutenant ALENSIS BRENDAN SOSA (J1073)
Admin./Regt.

Flight Lieutenant ANTONY WILLIAM JOSEPH (J1075) Admin./Ed.

Flight Lieutenant DOMINGU SARATH GUNASIRI VITHANA
(J1076) Admin./Ed.

Flight Lieutenant NOOR RAHIM (J1080) G.D.P.

Flight Lieutenant PATABANDIGE FRED SIRIPALA JAYASURIYA
(J1082) Admin.

Flight Lieutenant SAKYASENA ATUKORALA (J1087) Tech./Eng.

By His Excellency's command,

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

Colombo, 2nd March, 1970.

3—129

Appointments, &c., by the Judicial Service Commission

No. 88 of 1970

SUMMARY OF APPOINTMENTS MADE BY THE JUDICIAL SERVICE COMMISSION

Name of Officer	New Appointment	Effective Date of New Appointment	Remarks
Mr. C. AMERASINGHE	.. Additional Magistrate, etc., Colombo, at Homagama	From 4th March, 1970	.. Until further orders
Mr. T. S. DOOLE	.. Additional Magistrate, etc., Hambantota	3rd to 9th March, 1970	.. During absence of Mr. M. S. S. COREA
Mr. H. B. PERERA	.. Additional Magistrate, etc., Kurunegala	3rd to 5th March, 1970	.. During absence of Mr. K. V. SWARNADHIPATHI
Mr. M. O. M. THAHIR	.. Additional Magistrate, etc., Kurunegala, at Maho	4th & 5th March, 1970	.. During absence of Mr. W. N. S. WIJERATNE
Mr. M. J. PIERIS	.. Additional Magistrate, etc., Badulla	14th to 18th March, 1970	.. During absence of Mr. S. J. D. DE S. WIJERATNE
Mr. D. SERASINGHE	.. Additional District Judge, etc., Tangalle	3rd to 9th March, 1970	.. During absence of Mr. G. C. W. DE SILVA
Mr. P. WIJERATNAM	.. Additional District Judge, etc., Nuwara Eliya	2nd & 3rd March, 1970	.. During absence of Mr. M. SHANMUGALINGAM
Mr. C. M. L. DE SILVA	.. do.	.. 3rd to 6th March, 1970	.. During absence of Mr. J. B. C. SWARIS
Mr. H. S. A. PERERA	.. Additional Magistrate, Kuru- negala, at Kuliyapitiya, etc.	3rd to 10th March, 1970	.. During absence of Mr. D. S. P. R. SENANAYAKE

Name of Officer	New Appointment	Effective Date of New Appointment	Remarks
Mr. D. C. E. V. KARUNARATNE	Additional District Judge, etc., Negombo	1st March, 1970	During absence of Mr. V. N. A. W. WICKREMASUBIYA
Mr. J. L. FERNANDOPULLE	do.	4th & 5th March, 1970	do.
Mr. T. ASIRWATHAM	Additional District Judge, etc., Ratnapura	3rd to 9th March, 1970	During absence of Mr. B. E. DE SILVA
Mr. A. SIVAGURUNATHAN	Additional Commissioner of Requests, etc., Colombo	1st March, 1970	During absence of Mr. N. DEVENDRA
Mr. P. E. V. BOTEJU	do.	4th & 5th March, 1970	During absence of Mr. C. E. MENDIS
Mr. M. M. WIJESURIYA	do.	do.	During absence of Mr. G. F. H. ATURUPANA
Mr. H. E. S. WICKREMARATNE	Additional Magistrate, etc., Colombo, at Narahenpita	4th & 5th March, 1970	During absence of Mr. A. SIMON SILVA
Mr. R. WICKREMASINGHE	Additional Magistrate, etc., Galle	4th to 8th March, 1970	During absence of Mr. L. H. G. WEERASEKERA
Mr. S. M. M. CASSIM	Additional District Judge, etc., Puttalam	26th & 27th February, 1970	During absence of Mr. K. PALAKIDNAR
Do.	do.	3rd to 7th March, 1970	do.
Mr. D. ST. E. AMERASINGHE	Additional District Judge, etc., Avissawella	4th & 5th March, 1970	—
Do.	Additional Magistrate, etc., Avissawella	3rd to 9th March, 1970	During absence of Mr. J. G. ASEERWATHAM
Mr. D. R. JAYAKODY	Additional District Judge, etc., Kurunegala	4th to 6th March, 1970	During absence of Mr. T. J. RAJARATNAM
Mr. K. V. NADARAJAH	Additional District Judge, etc., Badulla	2nd to 9th March, 1970	During absence of Mr. T. D. G. DE ALWIS
Mr. W. E. PERERA	Additional District Judge, etc., Gampaha	3rd to 9th March, 1970	During absence of Mr. K. A. P. RANASINGHE
Mr. E. S. MARTYN	Additional District Judge, etc., Kandy	3rd to 9th March, 1970	During absence of Mr. S. J. M. G. S. MUDANNAYAKE
Mr. K. GNANACHANDRAN	Additional District Judge, etc., Point Pedro	26th & 27th February, 1970	During absence of Mr. C. M. THARMALINGAM
Do.	do.	3rd to 5th March, 1970	do.
Mr. T. GUNARATNE	Additional District Judge, etc., Panadura	4th & 5th March, 1970	During absence of Mr. M. M. ABDUL CADEB
Mr. N. J. V. COORAY	Additional Magistrate, etc., Colombo	4th & 5th March, 1970	During absence of Messrs. E. F. DE ZILVA and R. L. DE SILVA
Mr. H. E. WIJETUNGA	do.	do.	During absence of Mr. N. B. D. S. WIJESKERA
Mr. W. D. PERERA	do.	do.	During absence of Mr. E. A. WIJEKULASURIYA
Mr. J. S. RAJAPAKSE	Additional Magistrate, etc., Chilaw & Puttalam	3rd to 10th March, 1970	During absence of Mr. S. B. GOONEWARDENE
Do.	do.	7th June, 1970	do.
Mr. S. KANAGARATNAM	Additional Magistrate, etc., Jaffna	2nd to 8th March, 1970	During absence of Mr. J. J. F. A. DIAS
Mr. F. W. GUNARATNE	Additional Magistrate, etc., Negombo	27th February to 1st March, 1970	During absence of Mr. P. B. RAMBUKWELLA
Mr. D. C. E. V. KARUNARATNE	do.	3rd to 6th March, 1970	do.
Mr. T. S. P. DE S. GUNASEKERA	Additional District Judge, etc., Balapitiya	13th March, 1970	During absence of Mr. L. H. DE ALWIS
Mr. V. U. FERNANDO	Additional Magistrate, etc., Kalutara	4th & 5th March, 1970	During absence of Mr. W. G. N. WEERATNE
Mr. C. THIYAGARAJAH	Additional District Judge, Kandy, at Matale, etc.	22nd February, 1970	During absence of Mr. S. SELLIAH
Mr. L. W. FERNANDO	Additional District Judge, Kandy, at Gampola, etc.	3rd to 9th March, 1970	During absence of Mr. L. A. GUNAWARDENE
Mr. K. E. KATHIRGAMALINGAM	Additional District Judge, etc., Jaffna	do.	During absence of Mr. I. M. ISMAIL
Mr. D. B. N. JAYATILAKE	Additional Magistrate, etc., Panadura	4th to 8th March, 1970	During absence of Mr. G. G. D. DE SILVA
Mrs. S. KARUNARATNE	Acting President, R. C., Siyane Korale East, etc.	15th & 16th February, 1970	During absence of Mr. W. B. DASSANAYAKE
Mr. V. SOMASUNDERAM	Acting President, R. C., Islands, etc.	16th, 18th to 20th & 22nd to 27th February, 1970	During absence of Mr. I. KIRUPAKARAN
Mr. S. A. YATAWARA	Acting President, R. C., Matale North, etc.	1st to 5th, 9th to 14th, 16th to 21st, 24th to 26th, 28th & 31st March, 1970	Or until further orders
Mr. W. H. B. PIERIS	Additional President, R. C., Gangaboda Pattu, etc.	From 1st March, 1970	To hear, determine and deliver judgment in R.C. Handugala CRM. Case No. 2133
Al Haj S. S. B. S. H. K. MOULANA	Quazi for the Judicial Division of Tangalle	From 5th March, 1970, for a period of 3 years	Or until further orders

No. 89 of 1970

No. JM/G. 75/66.

CONFIRMATION BY THE JUDICIAL SERVICE COMMISSION

The appointment of Mr. G. C. W. DE SILVA as an Officer in the Ceylon Judicial Service, with effect from 1st February, 1967, is hereby confirmed.

The appointment of Mr. F. G. B. FERNANDO as an Officer in the Ceylon Judicial Service, with effect from 1st February, 1967 is hereby confirmed.

The appointment of Mr. G. G. D. DE SILVA as an Officer in the Ceylon Judicial Service, with effect from 1st February, 1967, is hereby confirmed.

SIBIMEVAN AMERASINGHE,
Secretary,
Judicial Service Commission.

Office of the Judicial Service Commission,
P. O. Box 573,
Colombo 12, March 3, 1970.
3-191/2

Other Appointments, &c.

No. 90 of 1970

P 4/SV 2/345, P 4/SV 16/93, P 4/SV 32/34,
P 4/SV 10/46, P 4/SV 15/58, P 4/SV 32/40,
P 4/SV 16/94, P 4/SV 16/71, P 4/SV 17/4,
P 4/SV 18/10.

THE COURTS ORDINANCE**Notice under Section 82**

BY virtue of the powers delegated to me under Section 82 of the Courts Ordinance (Chapter 6), I, Alexander Fairlie Wijemanne, Minister of Justice, do hereby appoint—

1. Mr. PERUMBULI ACHCHIGE DON ROMANIS to be a Justice of the Peace for the Judicial District of Colombo.
2. Mr. THOMAS SERASINGHE to be a Justice of the Peace for the Judicial District of Matara.
3. Mr. UKKUBANDA RAJAKARUNA to be a Justice of the Peace for the Judicial District of Anuradhapura.
4. Mr. MATHURANA GEDERA WIJETUNGE to be a Justice of the Peace for the Judicial District of Nuwara Eliya.
5. Mr. KARIYAWASAM THANTRIGE ARIYAPALA to be a Justice of the Peace for the Judicial District of Galle.
6. Mr. KIRIBANDAGE APPUHAMY RAJAKARUNA to be a Justice of the Peace for the Judicial District of Anuradhapura.
7. Mr. MANIK PURAGE EDORIS to be a Justice of the Peace for the Judicial District of Matara.
8. Mr. ARTHUR KUMARANAYAKE to be a Justice of the Peace for the Judicial District of Tangalle.
9. Mr. DUMINGU HEWAGE JINADASA WIJESURIYA to be a Justice of the Peace for the Judicial District of Tangalle.
10. Mr. KULARATNE SAMARASEKERA to be a Justice of the Peace for the Judicial District of Tangalle.

A. F. WIJEMANNE,
Minister of Justice.

Ministry of Justice,
Colombo, 4th March, 1970.
3-110

No. 91 of 1970

NOTARIES ORDINANCE (CAP. 107)

THE Honourable the Minister of Home Affairs has appointed Mr. THURAISINGHAM JEYARAJASINGHAM to be a Notary Public throughout the judicial division of Colombo and to practise as such in the English language.

3-51

No. 92 of 1970

NOTARIES ORDINANCE (CAP. 107)

THE Honourable the Minister of Home Affairs has appointed Mr. KANDIAH NEELAKANDAN to be a Notary Public throughout the judicial division of Colombo and to practise as such in the English language.

3-198

No. 93 of 1970

NOTARIES ORDINANCE (CAP. 107)

THE Honourable the Minister of Home Affairs has appointed Mr. LAKSHMAN SUNIL PREM JAYATLAKE to be a Notary Public throughout the judicial division of Badulla, and to practise as such in the English language.

3-196

No. 94 of 1970

NOTARIES ORDINANCE (CAP. 107)

THE Honourable the Minister of Home Affairs has appointed Miss INDIRA MINETTE WEERARATNE to be a Notary Public throughout the judicial division of Ratnapura and to practise as such in the English language.

3-197

Government Notifications

L. D.—B. 7/63.

THE INLAND REVENUE ACT, No. 4 OF 1963**Notice under Section 16A**

BY virtue of the powers vested in me by section 16A of the Inland Revenue Act, No. 4 of 1963, as amended by Act No. 6 of 1969, I, Ukku Banda Wanninayake, Minister of Finance, do by this notice, declare each institution specified in the Schedule hereto to be an approved charity for the purposes of that section.

U. B. WANNINAYAKE,
Minister of Finance.

Colombo, 26.2.1970.

SCHEDULE

1. The Welfare Society of the School for the Mentally Sub-normal Child.
2. The Leprosy Association of Ceylon.

3-58

THE EMPLOYEES' PROVIDENT FUND ACT, No. 15 OF 1958 APPOINTMENT OF TRIBUNAL OF APPEAL

BY virtue of the powers vested in the Minister of Labour and Employment by regulation 47 of the Employees' Provident Fund Regulations, 1958, published in *Gazette* No. 11,573 of October 31, 1958, I, Mohamed Haniffa Mohamed do hereby—

- (a) appoint the persons specified in the Schedule hereto to be members of the Tribunal of Appeal referred to in section 29 of the Employees' Provident Fund Act, No. 15 of 1958, with effect from 1st January, 1970, and
- (b) nominate Colonel N. L. Jansz, a member of the Tribunal of Appeal, to be the Chairman.

M. H. MOHAMED,
Minister of Labour and Employment.

Colombo, 26 February, 1970.

Schedule

L. D.—B. 33/54.

THE BIRTHS AND DEATHS REGISTRATION ACT

Notification under Section 5

BY virtue of the powers vested in me by section 5 of the Births and Deaths Registration Act (Chapter 110), I, Wijayananda Dahanayake, Minister of Home Affairs, do by this notification, amend with effect from 1st April, 1970, the notification published in the Supplement to *Gazette* No. 8,146 of September 20, 1935, as subsequently amended, in the Schedule thereto, under the heading "Southern Province—Galle District"—

- (1) by the substitution, for item 44 relating to Walawe Division, of the new item set out in Schedule A hereto; and
- (2) by the insertion, immediately after item 44, of the new item 45, set out in Schedule B hereto.

W. DAHANAYAKE,
Minister of Home Affairs.

Colombo, 18.2.1970.

SCHEDULE A

44. Walawe Division, comprising the following villages:—
- | | |
|-------------|--------------|
| Hirimburawa | Yatamalagala |
| Karagoda | Welandawa |
| Magedara | Walpola |
| Nabadawa | Polpagoda |

SCHEDULE B

45. Kottawa Division comprising the following villages:—
- | | |
|--------------|-------------|
| Beranagoda | Tellambure |
| Kottawa | Udamalagala |
| Nakiyadeniya | Udubettawa |
| Talgampola | |

3—111

L. D.—B. 277/40

THE ANTIQUITIES ORDINANCE

NOTICE given by the Parliamentary Secretary to the Minister of Education and Cultural Affairs under section 19 of the Antiquities Ordinance (Chapter 188), read with the Notification under section 47 (2) of the Ceylon (Constitution) Order in Council 1946, as amended by Act, No. 4 of 1959, made by the Minister of Education and Cultural Affairs and published in *Gazette Extraordinary* No. 14,707/11 of August 9, 1966..

GAMINI JAYASURIYA,
Parliamentary Secretary to the
Minister of Education and Cultural Affairs.

Colombo, 27.12.1969.

Notice

It is intended to make order under the provisions of section 18 of the Antiquities Ordinance (Chapter 188), declaring the ancient Tampita Viharage situated within the premises of Danture Purana Vihara, and lying on the land covered by 16 chain record diagram I/25, 1A square 17, in the village of Danture in Medapalata Korale of Yatinuwara in the Kandy District of the Central Province, to be a protected monument 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 15th April, 1970. Every such objection must be in writing and must contain a statement of the grounds upon which it is made.

3—103

L. D.—B. 277/40.

THE ANTIQUITIES ORDINANCE

NOTICE given by the Parliamentary Secretary to the Minister of Education and Cultural Affairs under section 19 of the Antiquities Ordinance (Chapter 188), read with the notification under section 47 (2) of the Ceylon (Constitution) Order in Council 1946, as amended by Act, No. 4 of 1959, made by the Minister of Education and Cultural Affairs and published in *Gazette Extraordinary* No. 14,707/11 of August 9, 1966.

GAMANI JAYASURIYA,
Parliamentary Secretary to the
Minister of Education and Cultural Affairs.
Colombo, 27th December, 1969.

1. Colonel Noel Loos Jansz
 2. Abdulla Mohamed Ameen
 3. Daniel Kirupasunderam Subramaniam
 4. Matara-Arachchige Don Amaradasa Karunatileka
 5. Claude Mendis.
- 3—61

L.D.—B 138/47. P.C.C. No.A 744/50

CUSTOMS NOTIFICATION (TARIFF) NO.69/6

The Customs Ordinance

IT is hereby notified that the following resolution under section 10 of the Customs Ordinance (Chapter 235), was passed by the House of Representatives at its public sessions on 8th February, 1970.

H. R. DE ZOYSA,
for Permanent Secretary,
Ministry of Finance.

Colombo,
27th February 1970.

RESOLUTION

This House resolves under section 10 of the Customs Ordinance (Chapter 235), that with effect from the date on which this resolution is notified in the *Gazette*, export duty under the Customs Ordinance shall be levied and paid on each article specified in Column I of the Schedule hereto, at the rate set out in the corresponding entry in Column II of that Schedule.

SCHEDULE

Column I Article	Column II Rate Rs. c.
Tea of any description, excluding Instant Tea and Tea in packets and Tea in Tea bags, as defined hereinafter	39.00 per 100 pounds
Tea in packets and Tea in Tea bags— Tea packed in an inner wrapper of paper or aluminum foil—	
(a) with an outer wrapper or polythene bag and having a label printed thereon, (b) enclosed in a canister, (c) enclosed in a paper board carton (d) enclosed in a wooden box, (e) enclosed in a mat basket, (f) enclosed in a packet with end seal only, (g) on which the (outer)paper does not cover the entire packet,	0.24 per pound
Tea packed in a canister or in a packet with end seal	0.24 per pound
Tea packed in a laminated aluminium foil, i.e. foil on which the paper is pasted to the foil instead of being separate from it	0.24 per pound
The wrapper, canister or carton or outer cover in which the packet of tea is enclosed shall be marked clearly with the words "Pure Ceylon Tea packed in Ceylon" or other words which in the opinion of the Principal Collector of Customs, convey the same meaning.	
The net weight of tea in a packet shall not exceed 2.20 pounds or 1 kilogram.	
Tea in a bag of filter paper or filter cloth containing tea which is prepared for consumption by the immersion of the bag in water	0.24 per pound
If the tea bag is enclosed in an outer cover the words "Pure Ceylon Tea packed in Ceylon" or other words which, in the opinion of the Principal Collector of Customs, convey the same meaning shall be marked clearly on that cover.	
If the tea bags are packed in a carton, the number of bags in the carton and the net weight of the tea in each bag shall be stated on the outside of the carton.	
The net weight of tea in a tea bag shall not exceed 12 ounces or 240 grams.	

3—59

Notice

It is intended to make order under the provisions of section 18 of the Antiquities Ordinance (Chapter 188), declaring the ancient stone carvings and the stone doorway of Niyangampaya Rajamaha Viharage lying on the land covered by T. P. 97855, in the village of Kurukuda in Ganga Ihala Korale of the Kandy District in the Central 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 30th April, 1970. Every such objection must be in writing and must contain a statement of the grounds upon which it is made.

3-96

L.D.—B. 129/47.

No. C. 39/766.

THE CEYLON (CONSTITUTION) ORDER IN COUNCIL, 1946
Order under section 61

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

D. R. L. BALASURIYA,
Secretary,
Public Service Commission.

Colombo, March 1, 1970.

ORDER No. 193

1. The powers specified in Column I of the Schedule hereto are hereby delegated to the officers of the Department of Agriculture specified in the corresponding entry in Column II of that Schedule, subject to the following conditions:—

(a) Those powers shall be exercised according to such instructions as may be issued from time to time by the Public Service Commission.

(b) Any person dissatisfied with the decision made by an officer other than the Director of Agriculture, under any power delegated to such officer under this Order, may appeal therefrom to the Director of Agriculture, and

(c) In any case where the Public Service Commission decides that any power of punishment delegated to any officer under this Order shall be exercised by the Public Service Commission, such officer shall not exercise that power in that case.

2. Nothing in this Order shall be deemed or construed to derogate from, or to affect in any other way, the right of appeal to the Public Service Commission conferred by section 61 of the Ceylon (Constitution) Order in Council, 1946.

3. This Order shall have effect notwithstanding anything in the Order No. 83 made under section 61 of the Ceylon (Constitution) Order in Council, 1946, and published in *Gazette* No. 10,847 of October 7, 1955.

4. The Order No. 112 published in *Gazette* No. 11,465 of August 1, 1958, as amended subsequently, is hereby further amended in the Schedule thereto, by the omission of the items relating to the Department of Agriculture.

SCHEDULE

Column I

Column II

1. The power to make appointments (whether permanent or temporary) in respect of posts (other than those in the combined services) the initial salary of which is less than Rs. 4,080 per annum.

The Director of Agriculture
The Deputy Director of Agriculture (Administration).

2. The power to dismiss or otherwise punish any officer (other than those in the combined services) for misconduct on any ground other than on the ground of conviction, whose pensionable emoluments do not exceed Rs. 2,700 per annum or whose non-pensionable emoluments do not exceed Rs. 3,180 per annum.

The Director of Agriculture
The Deputy Director of Agriculture (Administration).

3. The power to reprimand, or reprimand severely, impose a fine not exceeding one week's pay, suspend, stop reduce or defer increment for a period not exceeding one year on any ground other than on the ground of conviction of any officer whose pensionable emoluments do not exceed Rs. 2,700 per annum or whose non-pensionable emoluments do not exceed Rs. 3,180 per annum.

The Director of Agriculture
The Deputy Director of Agriculture (Administration).

4. The power to reprimand, or reprimand severely, impose a fine not exceeding one week's pay, suspend, stop, reduce or defer increment for a period not exceeding one year, of any officer, (other than an officer of the Ceylon Administrative Service) whose pensionable emoluments exceed Rs. 2,700 per annum but do not exceed £. 690 or Rs. 9,360 per annum or whose non-pensionable emoluments exceed Rs. 3,180 per annum but do not exceed £. 690 or Rs. 9,360 per annum.

The Director of Agriculture
The Deputy Director of Agriculture (Administration).

L.D.—B. 277/40.

THE ANTIQUITIES ORDINANCE

ORDER made by the Parliamentary Secretary to the Minister of Education and Cultural Affairs by virtue of the powers vested in him by section 18 of the Antiquities Ordinance (Chapter 188), read with the notification under section 47 (2) of the Ceylon (Constitution) Order in Council, 1946, as amended by Act No. 4 of 1959, made by the Minister of Education and Cultural Affairs and published in *Gazette Extraordinary* No. 14,707/11 of August 9, 1966.

GAMANI JAYASURIYA,
Parliamentary Secretary to the
Minister of Education and Cultural Affairs.

Colombo, 27.12.1969.

Order

The ancient monuments specified in the Schedule hereto are hereby declared to be protected monuments for the purposes of the Antiquities Ordinance (Chapter 188).

SCHEDULE

1. The ancient shrine known as Asgiriya Gedige Vihare, situated on the land covered by lot 201 of plan No. 25/13 within the Municipal limits of Kandy in the Kandy District of the Central Province.

2. The ancient devale known as Nata Devala situated within the premises of Totagamu Vihara (otherwise known as Ratpat Vihara) in the village of Telwatta, in the Divisional Revenue Officer's Division of Wellaboda Pattuwa, in the District of Galle of the Southern Province.

3. The ancient building known as Dalada, 'Maligawe' situated within the premises of Panduwas Nuwara Rajamaha Vihara, and lying on the land covered by lot 28 in F. V. P. 1708, in the village of Ambagahawewa in Giritalana Korale of Dewameddi Hatpattuwa in the Kurunegala District of the North-Western Province.

3-201

NOTARIES ORDINANCE (CAP. 107)

Mr. Koruwage Dharmasiri Fernando, a Notary practising in the English language within the judicial division of Balapitiya, has been authorised by the Honourable the Minister of Home Affairs to practise as a Notary in the Sinhalese language also within the said judicial division.

3-54

NOTARIES ORDINANCE (CAP. 107)

Mr. Diyagu Badurage Danny de Silva a Notary practising in the English language within the judicial division of Colombo, has been authorised by the Honourable the Minister of Home Affairs to practise as a Notary in the Sinhalese language also within the said judicial division.

3-53

NOTARIES ORDINANCE (CAP. 107)

Mr. Anthonipillai Mariampillai a Notary practising in the English language within the judicial division of Jaffna, 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.

3-52

The Deputy Directors of Agriculture
The Chief Accountant
The Assistant Directors of Agriculture
The Superintending Engineers
The Chief Engineer
The Administrative Officers
The Agricultural Officers
The Research Officers
The Accountants
The Superintendent, Botanic Gardens
The General Managers Animal Husbandry Farms
The Chemist
The Plant Pathologist
The Entomologist
The Soil Conservation Officers
The Tobacco Officer
The Agricultural Officer (Tobacco)
The Veterinary Research Officers
The Livestock Officers
The Agricultural Engineers
The Assistant Superintendent, Botanic Gardens.
The Assistant Botanist
The Assistant Chemist
The Curators, Botanic Gardens
The Office Assistant
The Chief Clerk
The Mechanical Superintendents
The Veterinary Surgeons
The Assistant General Managers, Animal Husbandry Farms
The Artificial Insemination Officer
The Superintendent of Vaccine Production
The Lecturers (on the scale Rs. 5,160-360-8,400 per annum).
Officers in the Special Grade and Grade I of the Executive Clerical Class of the General Clerical Service.
The Agricultural Instructors in Special Grade and Grade I.

5. The power to reprimand, or reprimand severely, impose a fine not exceeding one week's pay, on any officer (other than those in the combined services) whose pensionable emoluments do not exceed Rs. 2,700 per annum or whose non-pensionable emoluments do not exceed Rs. 3,180 per annum

"Assistant Superintendent of Police" means the Assistant Superintendent of Police, Matale.

3. These regulations shall apply to every pilgrimage to Dambulla Vihara.

4. The camp area shall be under the general supervision of the Government Agent, who shall be assisted by the Assistant Superintendent of Police and the Medical Officer of Health. In the absence of the Government Agent, the camp area shall be under the immediate supervision of the Divisional Revenue Officer, Dambulla.

The powers exercisable under the regulations by the Government Agent, Assistant Superintendent of Police and the Medical Officer of Health may, in their absence, be exercised by the Divisional Revenue Officer, Dambulla, the Senior Police Officer present in the camp and the Public Health Inspector, respectively.

5. The Government Agent shall have power—

- to appoint particular places to be used exclusively for washing and bathing, for drawing water, for drinking and for domestic purposes;
- to appoint separate places for occupation by different classes of pilgrims;
- to regulate the distribution of all food given to the pilgrims;
- to set apart separate places of abode for pilgrims who fall ill, to prohibit and regulate communication with them and to detain those unfit for travel;
- to set apart separate places for the halting of carts and bulls, motor cars, omnibuses and other motor vehicles and to prohibit the use of other places for such purposes;
- to set apart separate places for the erection of booths and eating houses and for the slaughtering of animals and birds and to prohibit the use of other places for such purposes.

6. No person shall enter the camp area except at a place appointed for the purposes and approved by the Government Agent.

7. No person shall deposit any refuse whether liquid or solid within the camp area except in a place or receptacle provided for that purpose with the approval of the Government Agent.

8. No person shall establish or maintain any bakery, aerated water manufactory, tea or coffee boutique, eating house or gala within the camp area unless he had obtained a licence in that behalf from the Government Agent.

9. (1) No person shall expose any commodity of any description for sale within the camp area in any place not appointed for the purpose by the Government Agent.

(2) No person shall sell any food which has been condemned as unwholesome by the Medical Officer of Health.

(3) It shall be lawful for the Medical Officer of Health to seize and destroy any food condemned by him as unwholesome.

10. (1) All eating houses and tea and coffee boutiques shall be kept in a clean and sanitary condition.

(2) All cakes, sweetmeats and other cooked foods exposed for sale shall be kept in properly constructed fly proof glass-cases.

(3) No waste tea, coffee or milk or remnants of food cooking waste or other refuse shall be thrown on the ground. All such refuse shall be collected in a receptacle as hereinafter prescribed and be kept at all times ready for removal by the sanitary authorities.

(4) Every building, structure or place used for the purpose of any trade or business shall be provided with a metal or wooden dust bin not less than 4½ cubic feet in capacity. All refuse collected in such building, structure or place shall be deposited in such bin, and except when refuse is being deposited in or taken from the bin, it shall at all times be covered with a metal or wooden cover.

11. No person suffering from any infectious or contagious disease shall enter the camp area.

12. No person shall bring any person suffering from any infectious or contagious disease into the camp area or aid or abet any such person to enter the camp area.

13. In the event of an epidemic breaking out in the camp area during the festival, it shall be lawful for the Government Agent to direct pilgrims to leave the camp area and to prescribe the route and the conveyance by which or the manner in which, the pilgrims shall depart.

14. Every person within the camp area who contracts an infectious or contagious disease, and every person who resides with any other person knowing that such other person has contracted an infectious or contagious disease, shall report the case to the Medical Officer of Health.

15. No person shall without the previous sanction of the Government Agent, construct any booth or extend any building so as to encroach on any land used or set apart for use as a street within the camp area.

In this Schedule "combined services" means the Accountants' Service, the General Clerical Service, the Typists' Service, the Stenographers' Transfer Service, the Shroffs' Service or the Translators' Service.

3-117

L. D.—B. 11/60.

THE PILGRIMAGES ORDINANCE

REGULATIONS made by the Minister of Home Affairs by virtue of the powers vested in him by section 2 of the Pilgrimages Ordinance (Chapter 175).

W. DAHANAYAKE,
Minister of Home Affairs.

Colombo, 2nd March, 1970.

Regulations

1. These regulations may be cited as Dambulla Vihare Wesak and Poson Pilgrimage Regulations, 1970.

2. In these regulations—

"camp area" means the area specified in the Schedule hereto;

"Government Agent" means the Government Agent of the Matale District;

"Medical Officer of Health" means the Medical Officer of Health;

16. No person shall slaughter or kill any animal for human consumption within the camp area except at places specially set apart for the purpose or otherwise approved by the Government Agent and every person slaughtering any animal in such a place shall be responsible for keeping such place clean.

17. No person shall, without the previous sanction of the Assistant Superintendent of Police, discharge any fireworks or firearms within the camp area or within a radius of one mile from the limits of such area.

18. No person shall carry on the following activities within a radius of one mile from the camp area:—

- (1) Carnivals and dancing.
- (2) Theatrical performances.
- (3) Games of chance and lotteries.
- (4) Sale of alcoholic liquor.
- (5) Loudspeaker advertisements
- (6) Distribution of irreligious and anti-Buddhist literature.

19. No person shall within the camp area—

- (1) sell food in any place in the camp area other than within the areas assigned for the purpose;
- (2) sell merchandise other than at the area assigned for the purpose;
- (3) cut branches of trees;
- (4) use noise—omitting toys that disturb religious ceremonies;
- (5) organize or participate in singing and musical parties unconnected with the religious services;
- (6) be under the influence of liquor and create annoyance to pilgrims.

20. (1) The undermentioned provisions of this regulations shall come into force during the periods of Wesak and Poson pilgrims season.

(2) Wesak and Poson pilgrim season shall mean the full moon day of the month of Wesak and the full moon day of the month of Poson and these regulations shall come into force as respects the Wesak pilgrim season on day preceding Wesak and two days after the full moon day of Wesak, and as respect the Poson pilgrim season one day preceding Poson and three days after the full moon day of Poson.

(3) No person shall park or halt any motor vehicle on the Public highway to wit; Dambulla-Matale Road between culvert No. 45/1, and the junction of Nissanka Mawatha and Dambulla-Matale Road (near Rest House).

(4) No motor vehicle other than one belonging to the Rock Temple authorities or any Government Department shall be permitted to enter the premises through the main entrance or from the Pirivena entrance and no vehicle shall be permitted to halt or park in the "Maluwa" or on the road leading to the summit of the Rock Temple.

(5) Parking grounds shall be places set apart by the Government Agent and Police by indicating such places by Notice Boards.

(6) The driver of any motor vehicle shall obey all verbal directions or signals given by a Police Officer in uniform in the execution of his duty to stop or reverse the motor vehicle or to make it slow down, or turn back or to pass on such side or keep to such line of traffic as may be indicated by a Police Officer in uniform in places set out in paragraphs 3, 4 and 5 of this regulation.

(7) In this regulation "motor vehicle" has the same meaning as in the Motor Traffic Act (Chapter 203).

SCHEDULE

The camp area means all that area in Dambulla in the Padeniya Grama Sevaka Division, Dambulla Divisional Revenue Officer's Division in the Matale District bounded—

North: by Ulpothaela and the balance portion of the road to Dambulla Temple through the temple land depicted in T.P. 87076, after leaving 50 feet on either side of the above road;

East: by the remaining portion of the road to Dambulla Temple through the temple land depicted in T.P. 87076 after leaving 50 feet on either side of the above road; private lands depicted in T.P.P. 173998 and 173999. Eastern boundary of Public Works Department road from Matale-Trincomalee and temple lands leased to villagers;

South: by the approach road to the main road through the temple lands leased out, leased lands of A. M. Heen Banda, A. S. M. Jayasinghe, U. K. G. Ranhamy, Kandenwetuna ela and the remaining portion of the road to Dambulla Temple through the temple land depicted in T.P. 87076 after leaving 50 feet on either side of the said road;

West: by the remaining portion of the road to Dambulla Temple through the temple lands depicted in T.P. 87076 after leaving 50 feet from either side of the said road and temple lands leased out by A. S. M. Jayasinghe, W. G. Seneviratne, U. K. G. Ranhamy and A. M. Heen Banda.

L. D./B. 11/60.

THE PILGRIMAGES ORDINANCE

REGULATIONS made by the Minister of Home Affairs by virtue of the powers vested in him by section 2 of the Pilgrimages Ordinance (Chapter 175).

W. DAHANAYAKE,
Minister of Home Affairs.

Colombo, 2nd March, 1970.

Regulations

1. These regulations may be cited as the Wahacotte St. Anthony's Shrine Regulations, 1970.

2. In these regulations—

"camp area" means the area specified in the Schedule hereto;

"Government Agent" means the Government Agent of the Matale District;

"Medical Officer of Health" means the Medical Officer of Health, Dambulla;

"Assistant Superintendent of Police" means the Assistant Superintendent of Police, Matale; and

"Parish Priest" means the Parish Priest of St. Anthony's Shrine, Wahacotte.

3. These regulations shall supply to every pilgrimage to Wahacotte St. Anthony's Shrine in Matale District.

4. The Camp area shall be under the general control of the Parish Priest who shall be assisted by the Assistant Superintendent of Police and the Medical Officer of Health. In the absence of the Parish Priest the camp area shall be under the immediate supervision of the Parish Priest who for the time being will be in charge of the Shrine. The powers exercisable under these regulations by the Government Agent, the Assistant Superintendent of Police and the Medical Officer of Health may, in their absence, be exercised by the Divisional Revenue Officer, Galewela, the Senior Police Officer present in the camp and the Public Health Inspector, respectively.

5. The Parish Priest shall have power—

(a) to appoint particular places to be used exclusively for washing and bathing for drawing water, for drinking, for domestic purposes;

(b) to regulate the distribution of all food issued to the pilgrims;

(c) to set apart separate places of abode for pilgrims who fall ill and to prohibit or regulate communication with them and those unfit for travel;

(d) to set apart separate places for the halting of carts, and bulls, motor cars, omnibuses and other motor vehicles and to prohibit the use of other places for such purposes;

(e) to set apart separate places for the erection of booths and eating houses and for slaughtering of animals and birds and to prohibit the use of other places for such purposes.

6. No person shall ease himself within the camp area except at a place appointed for the purpose or otherwise approved by the Parish Priest.

7. No person shall deposit any refuse, whether liquid or solid within the camp area except at a place or receptacle provided for that purposes with the approval of the parish Priest.

8. No person shall carry on any of the following activities, establish or maintain or sell within a radius of one mile from the camp area the following:—

(1) Carnivals and dance troupes.

(2) Theatrical performances.

(3) Games of chance and lotteries.

(4) Sale of alcoholic liquor.

(5) Loudspeaker advertisements.

(6) Distribution of irreligious and anti-Catholic literature.

9. No person shall within the camp area—

(1) sell food in any place other than within the areas assigned for the purpose,

(2) sell merchandise other than at the area assigned for the purpose,

(3) cut branches of trees including coconut trees,

(4) use noise omitting toys that disturb the Church services,

(5) organize or participate in singing and musical parties unconnected with the religious services,

(6) be under influence of liquor and create annoyance among pilgrims.

10. (1) No person shall expose any commodity of any description for sale within the camp area in any place not set apart for the purpose by the Parish Priest.

(2) No person shall sell any food which has been condemned as unwholesome by the Medical Officer of Health.

(3) It shall be lawful for the Medical Officer of Health to seize and destroy and food condemned by him as unwholesome.

11. (1) All eating houses and tea and coffee boutiques shall be maintained in a clean and sanitary condition.

(2) All cakes, sweetmeats and other cooked foods exposed for sale shall be kept in properly constructed flyproof glass-cases.

(3) No waste tea, coffee or milk or remnants of food, cooking waste or other refuse shall be thrown on the ground. All such refuse shall be collected in a receptacle as hereinafter prescribed and kept at all times ready for removal by the sanitary authorities.

(4) Every buildings, structure or place used for the purpose of any trade or business shall be provided with a metal or wooden dustbin not less than 4½ cubic feet in capacity. All refuse collected in such building, structure or place shall be deposited in such bin, and except when refuse is being deposited in or taken from the bin, it shall at all times be covered with a metal or wooden cover.

12. No person suffering from any infectious or contagious disease shall enter the camp area.

13. No person shall bring any person suffering from any infectious or contagious disease into the camp area or aid or abet any such person to enter the camp area.

14. In the event of any epidemic breaking out in the camp area during the festival, it shall be lawful for the Government Agent, Parish Priest or the Medical Officer of Health to direct the pilgrims to leave the camp area, and to prescribe the route and the conveyance by which or the manner in which the pilgrims shall depart.

15. Every person within the camp area who contracts an infectious or contagious disease and every person who resides with any other person knowing that other person has contracted an infectious or contagious disease shall report the case to the Medical Officer of Health.

16. No person shall without the previous sanction of the Parish Priest construct any booth or extend any building so as to encroach on any land used or set apart for use as a street within the camp area.

17. No person shall slaughter or kill any animal for human consumption within the camp area except at places specially set apart for the purpose or otherwise approved by the Parish Priest and every person slaughtering any animal in such places shall be responsible for keeping such places clean.

18. No person shall, without the previous sanction of the Assistant Superintendent of Police, discharge any fireworks or firearms within a radius of one mile from the limits of such area.

19. (1) The following provisions of this regulation shall come into force during the above mentioned Festival Season and on any other day determined by the Parish Priest being a day on which a feast or procession is held.

(2) No motor vehicle other than one belonging to the Church authorities or any Government Department shall be permitted to enter the Church premises through the main entrance or to be halted or parked on or near the Church premises.

(3) The driver of any motor vehicle shall obey all verbal directions or signals given by a Police Officer in uniform in the execution of his duties, to stop or reverse the motor vehicle or to make it slow down, or turn back or to pass on such side or keep to such line of traffic as may be indicated by the Police Officer in uniform in places set out in paragraph 5 (d) and 19 (2) of these regulations.

(4) In this regulation motor vehicles has the same meaning as in the Motor Traffic Act (Chapter 203).

SCHEDULE

The camp area means all that area in Wahacotte in Wahacotte Grama Sevaka Division in the Galewela Divisional Revenue Officer's Division in the Matale District bounded as follows:—

North: by the Northern boundary of Village Council road from Buthsaranapitiya to Wahacotte, Kalugala and Thembihiyawa Kumbura.

South: by the Southern boundary of the Galewela-Matale (via Akuramboda) Public Work Department Road.

East: by the Wahacotte Tank.

West: by the Western boundary of the Village Council road from Buthsaranapitiya to Wahacotte and Kalugala.

3—99/2

A 6

No. 543 E/141 D (Part VII).

IN pursuance of section 2 of the Minutes on Pensions and subject to the provisions of the said Minutes, it is hereby notified that every holder of each of the posts specified in Column I of the Schedule hereto in the Department specified in the corresponding entry in Column II of that Schedule is eligible for pension, with effect from the date on which he is appointed to such post.

M. RAJENDRA,
Secretary to the Treasury.

General Treasury,
Colombo, February 25, 1970.

Schedule

Column I	Column II
Superintendent, Farms	... Department of Agriculture
Plan Printer (with effect from 1.7.1968)	... Ministry of Education and Cultural Affairs
Principal Traffic Costing Officer	} Ceylon Government Railway
Traffic Costing Officer	
Sales Manager	
Marketing Assistant	
Sales Representative	
Librarian (Organisation and Methods Division)	... General Treasury

3—130

L. D.—B. 45/51.

No. D. 239/TRG.

THE ARMY ACT

REGULATION made by the Minister of Defence and External Affairs under section 155 of the Army Act (Chapter 357).

DUDLEY SENANAYAKE,
Minister of Defence and External Affairs.

Colombo, February 27, 1970.

Regulation

The Army Training (Overseas) Regulations, 1951, published in *Gazette* No. 10,332 of December 21, 1951, as amended by regulation published in *Gazette* No. 10,339 of September 16, 1955, are hereby further amended in regulation 5 thereof, as follows:—

- (1) in paragraph (2) thereof, by the substitution, for the words "belonging to His Majesty's Navy or Air Force", of the words "belonging to any Navy or Air Force"; and
- (2) in paragraph (4) thereof, by the substitution, for the words "with the Naval, Military and Air Force law of the United Kingdom for the time being in force.", of the words "with the law of the country to which such training establishment, ship, aircraft or transit camp belongs."

3—173/1

L. D.—B. 60/53.

No. D. 239/TRG.

THE NAVY ACT

REGULATION made by the Minister of Defence and External Affairs under section 161 of the Navy Act (Chapter 358).

DUDLEY SENANAYAKE,
Minister of Defence and External Affairs.

Colombo, February 27, 1970.

Regulation

The Navy Training (Overseas) Regulations, 1955, published in *Gazette* No. 10,339 of September 16, 1955, are hereby amended in regulation 4, as follows:—

- (1) by the substitution, in paragraph (2) thereof, for the words "belonging to Her Majesty's Navy or Air Force", of the words "belonging to any Navy or Air Force"; and
- (2) by the substitution, in paragraph (4) thereof, for the words "with the Naval, Military and Air Force law of the United Kingdom for the time being in force.", of the words "with the laws of the country to which such training establishment, ship, aircraft or transit camp belongs."

3—173/2

L. D.—B. 130/50.

No. D. 239/TRG.

THE AIR FORCE ACT

REGULATION made by the Minister of Defence and External Affairs under section 155 of the Air Force Act (Chapter 359).

DUDLEY SENANAYAKE,

Minister of Defence and External Affairs.

Colombo, February 27, 1970.

Regulation

The Royal Ceylon Air Force Training (Overseas) Regulations, 1951, published in *Gazette* No. 10,325 of November 30, 1951, as amended by regulation published in *Gazette* No. 10,839 of September 16, 1955, are hereby further amended in regulation 6, as follows:—

- (1) by the substitution, in paragraph (2) thereof, for the words "belonging to His Majesty's Navy or Air Force", of the words "belonging to any Navy or Air Force"; and
- (2) in paragraph (4) thereof, by the substitution, for the words "with the Naval, Military and Air Force law of the United Kingdom for the time being in force.", of the words "with the law of the country to which such training establishment, ship, aircraft or transit camp belongs."

3—173/3

THE CONCILIATION BOARDS ACT**Order**

BY virtue of the powers vested in me by sections 3 (1), 3 (3) and 4 (1) of the Conciliation Boards Act, No. 10 of 1958, as amended by Act, No. 12 of 1963, read with the Notification made under section 47 (2) of the Ceylon (Constitution) Order in Council, 1946, as amended by Act, No. 4 of 1959, and published in *Gazette Extraordinary* No. 14,836/3 of January 13, 1969, I, Mohamed Haniffa Mohammad Naina Marikar, Parliamentary Secretary to the Minister of Justice, do hereby—

- (a) appoint the following persons to be members of the Panel of Conciliators constituted for the Pinnawala Village area described at No. 8 in the Schedule to the notice under section 3 (2) of the Conciliation Boards Act, No. 10 of 1958, published in *Gazette* No. 14,861 of 4th July, 1969.

- (1) Mr. Garvin Clifford Susantha Rajapakse of Randeniya, Kegalla.
- (2) Mr. Wijesinghegedera Gunadasa of Dimbulgamuwa, Kegalla.
- (3) Mr. Lekamrallage Dingiri Appuhamy of Nilwatta, Kegalla.
- (4) Mr. Wanniarachchillage Ukkubanda Gunatilleke of "Samaya", Karandupana, Kegalla.
- (5) Mr. Hitibandara Mahante Mudiyanseralahamillage Dharmasena Madana of "Madana Walawwe", Hiriwadunna.
- (6) Mr. Perumbadapedige Sugathapala of "Singhagiri", Diyagama, Hiriwadunna.
- (7) Mr. Samarakone Mudiyanseelage Podiralahamy Samarakone of Puwakdeniya, Kegalla.
- (8) Mr. Henakarallage Samarapala Randeniya of Randeniya, Hiriwadunna.
- (9) Mr. Athavuda Achchillage Punchibanda Basnayake of Puwakdeniya, Kegalle.
- (10) Mr. Hurimaluwe Narasinghe Arachchige Gunaratne Palpatha, Molagoda.
- (11) Mr. Mudiyanse Ralahamillage Dissanayake of "Nikatenna", Puwakdeniya, Kegalla.
- (12) Mr. Kehelpannalarallage Rambanda of Kiulpene, Molagoda.
- (13) Mr. Samarakkodige Karunaratne of Magoda, Molagoda.
- (14) Mrs. Iranganie Werake of Detawala, Kegalla.
- (15) Mr. Henakarallage Ukkurala of Kiriwandeniya, Rambukkana.
- (16) Mr. Sirisena Banda Hitihamu of Halpitiya, Hiriwadunna.
- (17) Mr. Ranepura Dewage Wimala Wijesena of Hapugoda, Karandagasthennawatta, Hiriwadunna.
- (18) Mr. Muhamdiram Galladdalage Kaluappu Mangalagama of Mangalagama, Molagoda.

- (19) Mr. Jayasinghe Arachchillage Mudiyanse of Yodagama, Rambukkana.
- (20) Mr. Ratnayake Mudiyanseelage Podiralahamy Ratnayake of Kotagama, Rambukkana.
- (21) Mrs. Soma Ranaweera of "Kalachampa", Karandupana, Kegalla.
- (22) Mr. Hettiarachchillage Puchi Banda of Galpola, Molagoda.
- (23) Mr. Mangalagama Gamlathilage Tissa Mangalagama of Heramitipana, Molagoda.
- (24) Mrs. Thalukkuwe Kankanamalage Chandra Samarasinghe of Molagoda.
- (25) Mr. Jayasinghe Arachchige Asoka Jayasinghe of Waragoda, Molagoda.
- (26) Mr. Biyangama Arachchige Ariyadasa Perera of Molagoda.
- (27) Mr. Alahakone Mudiyanseelage Sam Jayasuriya of Kumbaldiwele, Molagoda.
- (28) Mr. Walisinghe Dewage Julis of Alipatha, Dunukewela, Hiriwadunna.
- (29) Mr. Warakapitiya Mudiyanseelage Seneviratne Banda of Dadiwala, Kegalla.
- (30) Mr. Mahante Mudiyanseralahamillage Senaratne Banda Madana of Madana, Hiriwadunna.
- (31) Mr. Mudiyanse Wimaladharmasena of Bathambure, Rambukkana.
- (32) Mr. Pinnawala Katugahayalage John of Pinnawala, Rambukkana.
- (33) Mrs. Podimenike Maralanda of Randeniya, Hiriwadunna.
- (34) Mr. Senaratne Banda Balasuriya of Nilwatta, Kegalla.
- (35) Mr. Ekanayake Mudiyanseelage Tikiribandara Wijekoon of "Amitha Nivasa", Puwakdeniya, Kegalle.

- (b) appoint Mr. Garvin Clifford Susantha Rajapakse of Randeniya, Kegalle, to be the Chairman of the aforesaid panel; and

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

M. H. M. NAINA MARIKAR,
Parliamentary Secretary to the
Minister of Justice.

Minister of Justice,
Colombo, 24th February, 1970.

3—94

L. D.—B. 79/49.

THE FOOD AND DRUGS ACT

ORDER made by Minister of Health under section 41 (3) of the Food and Drugs Act (Chapter 216).

E. L. SENANAYAKE,
Minister of Health.

Colombo, 5th January, 1970.

Order

It is hereby declared that so long as this Order is in force, the Government Analyst shall be an approved public analyst for the administrative area of the Ambalantota Town Council.

3—95

L. D.—B. 17/60.

THE SHOP AND OFFICE EMPLOYEES (REGULATION OF EMPLOYMENT AND REMUNERATION) ACT**Notification under Section 29 (3)**

IT is hereby notified under section 29 (3) of the Shop and Office Employees (Regulation of Employment and Remuneration) Act (Chapter 129), that the determination set out hereunder made by the Remuneration Tribunal and confirmed under section 28 of that Act in relation to persons employed in or about the business of every Petrol Filling Station specified in the Schedule to the determination has been approved by the Minister of Labour and Employment.

G. P. TAMBAYAH,
Permanent Secretary,
Ministry of Labour and Employment.

Colombo, March 3, 1970.

DETERMINATION

1. This determination shall apply to the classes of employees specified hereunder employed in or about the business of the petrol filling stations specified in the Schedule hereto:—

1. Manager.
2. Store-keeper-cum-Cashier.
3. Assistant Store-keeper-cum-Cashier.
4. Clerk.
5. Pump Attendant.
6. Labourer.

2. The minimum rate of remuneration payable to any person employed in or about the business of any petrol filling station referred to in paragraph 1 shall be as set out hereunder:—

Class of Employees	Minimum rate of remuneration for a month	
	Rs.	c.
Manager	350	0
Store-keeper-cum-Cashier	300	0
Assistant Store-keeper-cum-Cashier	225	0
Clerk	155	0
Pump Attendant	130	0
Labourer	105	0

3. For the purpose of this determination—

A Manager means a person who is in overall charge of the petrol filling station.

A Store-keeper-cum-Cashier means a person in charge of all stocks and cash.

An Assistant Store-keeper-cum-Cashier means a person employed to assist the Store-keeper-cum-Cashier in the discharge of his duties.

A Clerk means a person who is wholly or mainly engaged in clerical work including type writing and accounts.

A Pump Attendant means a person who pumps petroleum products into vehicles, checks tyre pressure and oil level, cleans windscreens, sells various motor accessories and hands over cash to the Store-keeper-cum-Cashier.

A Labourer means a person employed to perform unskilled work.

SCHEDULE

1. Lanka Service Station, No. 161, Parsons Road, Colombo 2. Dealer C. F. De Mel & Sons.
2. Lanka Filling Station, No. 114, Galle Road, Colombo 3. Dealer Steuart Engineers.
3. Lanka Service Station, No. 596, Galle Road, Colombo 3. Dealer E. C. E. Martin.
4. Lanka Filling Station, No. 762, Galle Road, Colombo 3. Dealer K. M. Wickremasinghe.
5. Lanka Service Station, No. 323, Galle Road, Colombo 3. Dealer Felix Perera & Sons.
6. Lanka Filling Station, No. 2, Alfred House Gardens, Colombo 3, Dealer C. Dahanayake.
7. Lanka Service Station, No. 292, Galle Road, Colombo 4. Dealer A. R. M. Cassie Chetty.
8. Lanka Service Station, No. 245, Bambalapitiya Road, Colombo 4. Dealer T. R. Fernando.
9. Lanka Service Station, No. 267, Galle Road, Colombo 4. Dealer K. M. Wickremasinghe.
10. Lanka Service Station, No. 279, Galle Road, Colombo 4. Dealer Fred Jayasinghe.
11. Lanka Filling Station, No. 144, Havelock Road, Colombo 5. Dealer C. F. de Mel & Sons.
12. Lanka Service Station, No. 169, (171), Maya Avenue, Colombo 5. Dealer U. D. Emis.
13. Lanka Filling Station, No. 42, Havelock Road, Colombo 5. Dealer S. De S. Jayasinghe.
14. Lanka Service Station, No. 323, Havelock Road, Colombo 6. Dealer S. A. M. Mohideen & Co.
15. Lanka Service Station, No. 343, Galle Road, Colombo 6. Dealer S. M. Welgama.
16. Lanka Service Station, No. 492, Galle Road, Colombo 6. Dealer M. P. Wickremasinghe.
17. Lanka Service Station, Nos. 426-462, Galle Road, Colombo 6. Dealer Colombo Co-operative.
18. Lanka Service Station, No. 37, Alexandra Place, Colombo 7. Dealer Y. M. B. Ratnayake.
19. Lanka Service Station, No. 25, Alexandra Place, Colombo 7. Dealer S. De S. Jayasinghe.

20. Lanka Filling Station, No. 30, Albert Crescent, Colombo 7. Dealer L. R. Karunatileke.
21. Lanka Service Station, No. 75, Alexandra Place, Colombo 7. Dealer Felix Pereira & Sons.
22. Lanka Filling Station, No. 10, Green Path, Colombo 7. Dealer B. C. Fernando.
23. Lanka Filling Station, No. 41, D. S. Senanayake Mawatha, Colombo 8. Dealer E. A. P. Edirisinghe.
24. Lanka Service Station, No. 94, D. S. Senanayake Mawatha, Colombo 8. Dealer A. E. Vandawall & Co.
25. Lanka Service Station, No. 825, Baseline Road, Colombo 9. Dealer Colombo Co-operative S. S. U. Ltd.
26. Lanka Filling Station, No. 693, Baseline Road, Colombo 9. Dealer E. A. P. Edirisinghe.
27. Lanka Filling Station, No. 291, Siri Sangaraja Mawatha, Colombo 10. Dealer S. Kanapathi Chetty.
28. Lanka Service Station, No. 650, 2nd Division, Colombo 10. Dealer Colombo Co-op. Stores Society Union Ltd.
29. Lanka Service Station, No. 680, 2nd Division, Maradana, Colombo 10. Dealer H. G. D. Wijesiriwardene.
30. Lanka Filling Station, No. 319, Siri Sangaraja Mawatha, Colombo 10. Dealer Weerakoon Bros.
31. Lanka Filling Station, No. 515, T. B. Jayah Road, Colombo 10. Dealer Eastern Motor Garage.
32. Lanka Filling Station, No. 4B/2, New Reclamation Road, Colombo 11. Dealer Ceylon Shipping Lines.
33. Lanka Filling Station, No. 341, Norris Road, Colombo 11. Dealer Gilbert & Richard.
34. Lanka Service Station, No. 29, Keyzer Street, Colombo 11. Dealer B. Thomas Singho.
35. Lanka Service Station, No. 253, George R. de Silva Mawatha, Colombo 13. Dealer E. S. Fernando.
36. Lanka Service Station, No. 353, George R. de Silva Mawatha, Colombo 13. Dealer Colombo Co-operative Stores Society Union Ltd.
37. Lanka Service Station, No. 125, George R. de Silva Mawatha, Colombo 13. Dealer B. D. S. Gunasekera.
38. Lanka Service Station, No. 271, Baseline Road, Colombo 9. Dealer D. V. Wijesooriya.
39. Lanka Service Station, No. 291, Baseline Road, Colombo 9. Dealer A. Sangadasa Silva.
40. Lanka Service Station, No. 115, Wolfendhal Street, Colombo 13. Dealer Colombo Co-operative Stores Society Union.
41. Lanka Filling Station, No. 502, Prince of Wales Avenue, Colombo 14. Dealer Weerakoon Bros.
42. Lanka Service Station, Nos. 363-379, Prince of Wales Avenue, Colombo 14. Dealer M. W. Jayaratnam.
43. Lanka Filling Station, No. 145, Stace Road, Colombo 14. Dealer L. A. Perera.
44. Lanka Filling Station, No. 19, Jetawana Road, Colombo 14. Dealer C. F. de Mel & Sons.
45. Lanka Service Station, No. 24, Jetawana Road, Colombo 14. Dealer K. Gunaratnam/M. Ramaswaram.
46. Lanka Service Station, No. 481—A, Prince of Wales Avenue, Colombo 14. Dealer J. S. A. Fernando.
47. Lanka Filling Station, No. 84, St. Andrew's Road, Colombo 15. Dealer M. W. Jayaratnam.
48. Lanka Service Station, Galle Road, Colombo 3. Dealer Walker Sons & Co. Ltd.
49. Lanka Filling Station, Dharmapala Mawatha, Colombo 3. Dealer Rowlands Ltd.
50. Lanka Filling Station, Alston Place, Colombo 2. Dealer British Car Co. Ltd.
51. Lanka Filling Station, Queen Street, Colombo 1. Dealer Bogala Motors Ltd.
52. Lanka Service Station, Deans Road, Colombo 10. Dealer R. S. Cooke.
53. Lanka Filling Station, Prince of Wales Avenue, Colombo 14. Dealer Broadway Automotives.
54. Lanka Filling Station, Jetawana Road, Colombo 14. Dealer Don Somapala Corporation.
55. Lanka Filling Station, Parsons Road, Colombo 2. Dealer S. A. M. Mohideen & Co.
56. Lanka Filling Station, General Lake Road, Colombo 2. Dealer R. Janakiram & Co.
57. Lanka Filling Station, Hyde Park Corner, Colombo 2. Dealer Richard Peiris & Co.
58. Lanka Filling Station, Union Place, Colombo 2. Dealer C. F. T. Engineering Works Ltd.
59. Lanka Filling Station, Union Place, Colombo 2. Dealer Brown & Co. Ltd.

NOTARIES ORDINANCE (CAP. 107)

Mr. Christopher Vijitha Lakshman Seneviratne a notary practising in the English language within the judicial division of Colombo, has been authorised by the Honourable the Minister of Home Affairs to practise as a notary in the Sinhalese language also within the said judicial division.

3-200

NOTARIES ORDINANCE (CAP. 107)

Mr. Thuraisingham Jeyarajasingham a notary practising in the English language within the judicial division of Colombo, 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.

3-199

NOTARIES ORDINANCE (CAP. 107)

Mr. Sydney Wimalasooriya a notary practising in the English language within the judicial division of Colombo, has been authorised by the Honourable the Minister of Home Affairs to practise as a notary in the Sinhalese language also within the said judicial division.

3-195

THE CEYLON (PARLIAMENTARY ELECTIONS) ORDER IN COUNCIL, 1946**Electoral District No. 118—Minneriya****CORRECTIONS**

THE Schedule to the notice under section 10 (3) of the Ceylon (Parliamentary Elections) Order in Council, 1946, published in the *Ceylon Government Gazette Extraordinary* No. 14,879/17 of November 30, 1969, in respect of Electoral District No. 118—Minneriya, should be read with the following corrections:—

In the description of the Polling District "E" delete the words and figure "and Ward No. 6 (part of) (Yodaelagama), Minneriya Village Council area".

In the description of the Polling District "F" add the words and figure "and Ward No. 6 (part of) (Yodaelagama), Minneriya Village Council area", immediately after the word "area" in the first line.

In the description of the Polling District "G" add the words "Medirigiriya Village Council area", immediately after the words and figure "Ward No. 10 (part of)" in the first line.

In the description of the Polling District "H" substitute "Medirigiriya Tulana No. 68B" for "Divulan-kadawala Tulana No. 68B".

In the description of the Polling District "I" add the word "Ambagaswewa", immediately after the word "comprising" in the first line.

In the description of the Polling District "J" delete the words and figures "Ward No. 13 (part of)—Medirigiriya Village Council area, comprising Ambagaswewa; Ward No. 11 comprising" and insert the words and figure "Ward No. 11—Medirigiriya Village Council area comprising Aluthwewa, Thalokolawewa," in the first line. Delete the words "and Thalokolawewa" in the third line.

In the description of the Polling District "W" specifying the area within which the polling station or stations will be situated substitute "Yatiyalpothana (part of)" for "Yatiyalpothana".

In the description of the Polling District "Y" add the words "(part of)" immediately after the words and figure "Ward No. 10"; add the words "(part)" immediately after the words "(Kaudulla D)" in the first line; and add the words and figure "Ward No. 11 (part of) comprising Weheraeliya (Kaudulla D) (part of)" immediately after the words "(part of)" in the second line.

In the description of the Polling District "Z" delete the figure "9" in the first line and insert the figure "10"; add the words "(part of)" immediately after the figure "11" in the second line; and add the words "Rankotgama (Kaudulla C) (part of)" immediately after the words "(Kaudulla E)" in the second line.

In the description of the Polling District "CC" substitute "Hinguraka Tulana No. 71E" for "Hinguraka Tulana No. 71A".

In the description of the Polling District "DD" specifying the area within which the polling station or stations will be situated, substitute "Hingurakdamana (part of)" for "Hingurakdamana". Substitute "Hingurakdamana Tulana No. 71F" for "Hingurakdamana Tulana No. 71D" in the second line.

In the description of the Polling District "EE" substitute "Hingurakdamana Tulana No. 71F" for "Hingurakdamana Tulana No. 71D" in the second line.

N. U. YASAPALA,
Assistant Registering Officer,
Electoral District No. 118—Minneriya.

Elections Office,
Polonnaruwa, February 20, 1970.
3-190/1

THE CEYLON (PARLIAMENTARY ELECTIONS) ORDER IN COUNCIL, 1946**Electoral District No. 119—Polonnaruwa****CORRECTIONS**

THE Schedule to the notice under section 10 (3) of the Ceylon (Parliamentary Elections) Order in Council, 1946, published in the *Ceylon Government Gazette Extraordinary* No. 14,879/17 of November 30, 1969, in respect of Electoral District No. 119—Polonnaruwa, should be read with the following corrections:—

In the description of the Polling District "NN" add the words and figure "Ward No. 3 (part of) comprising", immediately after the word and figure "No. 80;" in the third line.

In the description of the Polling District "SS" add the words and figure "and Ward No. 16 (part of) comprising Seelapura", immediately after the words "Manampitiya (part of)" in the second line.

In the description of the Polling District "TT" add the words "(part of)" immediately after the figure "16" and delete the words "and Seelapura" in the first line.

In the description of the Polling District "VV" add the words "(part of)" immediately after the figure "20" in the first line.

In the description of the Polling District "WW" add the words "(part of)" immediately after the figure "20" in the third line.

N. U. YASAPALA,
Assistant Registering Officer,
Electoral District No. 119—Polonnaruwa.

Elections Office,
Polonnaruwa, February 20, 1970.
3-190/2

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE report transmitted to me by the Authorised Officer to whom the industrial dispute which has arisen between the Ceylon Bank Employees' Union, 94-2/4, York Building, York Street, Colombo 1, and Trincomalee District Co-operative Bank Ltd., 286, Dyke Street, Trincomalee, was referred by me under Section 3 (1) (c) of the Industrial Disputes Act, Chapter 131, for settlement by conciliation is hereby published in terms of Section 12 (7) (b) (i) of the said Act.

The settlement recommended in the report of the Authorised Officer is deemed to be accepted by the parties referred to therein, in terms of Section 12 (7) (a) of the Act.

R. L. GUNASEKERA,
Commissioner of Labour.

Department of Labour,
Colombo 3.
February 24, 1970.

No. T. 7/789.

Report
(A. 766)

In the matter of an Industrial Dispute
between

Ceylon Bank Employees' Union,
94-2/4, York Building, York Street,
Colombo 1,
and

Trincomalee District Co-operative Bank Limited,
286, Dyke Street, Trincomalee,

over the under-mentioned demands of the Union :—

1. Cancellation of the transfer of the following officers from the Head Office at Trincomalee pending the formulation of a scheme of transfer through discussion with Ceylon Bank Employees' Union:—

- (a) E. Puwanswaran, from Trincomalee to Kinniya,
- (b) G. Pakkiyarajah, from Trincomalee to Kantalai,
- (c) S. Goveridasan, from Trincomalee to Mutur,
- (d) W. B. Thoradeniya, from Trincomalee to Kantalai,
- (e) T. Rajadurai, from Trincomalee to Kinniya.

(2) Immediate re-instatement of Mr. K. Thiruchelvam.

(3) Restoration of increments to Mr. W. B. Thoradeniya and Mr. C. Somasundaram.

(4) Arrears of station allowance be paid without delay to (a) Mr. Saravanapavanathan, (b) Mr. P. Darmalingam.

(5) Additional allowance of Rs. 50/- should be paid to all members who are transferred after the formulation of a transfer scheme.

The Commissioner of Labour under Sections 2 and 3 (read with Section 48) of the Industrial Disputes Act, Chapter 131, by his Order dated 27th June, 1968, referred the abovementioned dispute to me for settlement by conciliation.

2. I have inquired into the causes and circumstances of the aforesaid Industrial Dispute and have endeavoured to settle them. Settlement was reached in respect of a part of the demands referred to, and I have proceeded to inquiry with the rest.

3. The matters that have been settled are as follows :—

(i) I found during the course of our discussions that the demand for an additional allowance of Rs. 50/- which was to be paid to all members who were transferred out of the head station at Trincomalee to the branches in Mutur, Kinniya and Kantalai, and also a suitable transfer scheme itself was paramount in the minds of both parties to this dispute.

(ii) It was agreed that transfer of the staff should be done under a proper scheme and that in the event of such transfer taking place a certain allowance should be paid to the employees so transferred to enable them to meet any extra expenses that will be incurred as a result of such transfer.

4. The employers, who at this stage were being represented by Mr. Navaratnarajah as Chairman of the Board looking after the affairs of the Bank, very readily agreed to this suggestion and put forward transfer schemes, which is filed as part of this document marked 'A'. On the matter of what allowance should be paid to these members there were various offers made and rejected, and finally it was agreed and settled that a sum of Rs. 40/- should be paid to each member as an allowance in the event of his being transferred under the scheme mentioned in document 'A'. This will be known as "Station Allowance" and employees will be eligible for this sum who are in service in any other branches of the Bank, viz., Kinniya, Mutur and Kantalai, during the period they will work. This allowance will not be paid to any employees of the Bank who are stationed at Trincomalee. The union also at this time very readily called off the strike that was in existence and instructed its members to go back to work and negotiate further on the other matters that were in dispute and also to abide by the rule of this Court where outstanding matters could not be settled by agreement between parties. As a result of the above proceedings an agreement was entered into and signed between the parties, which document I mark as 'B', a copy of which has already been sent to the Commissioner of Labour for his perusal and information.

5. In accordance with the proceedings of the last date and the wish of both, the Employer Messrs. Trincomalee District Co-operative Bank Limited and the employees represented by the Ceylon Bank Employees Union, I give below an Agreement reached today, with reference to the Schedule sent to me by the Commissioner of Labour dated the 27th of June, 1968.

1. A transfer scheme based on the following principles will come into operation :—

- (a) The scheme will be generally based on a scheme of rotation making normally transferable employees subject to transfer once in four years to Head Office.

(b) The following shall not be deemed to be transferable :—
Manager, Administrative Secretary and Staff Assistant.

(c) Whoever is President of the Branch Union shall not be transferable out of Trincomalee Head Office for the duration of such office except in grave exigencies.

(d) The following transfers will become operative from 1st January, 1969, as per annexed list.

(e) The Union recognises the fact that the employer has the right to recognise merit.

2. It is agreed between the parties that all employees of the staff normally transferable are liable to be transferred according to the exigencies of the service as desired by the employer except in the case of union office-bearers like the President, Branch Secretary and the Treasurer. The employer will endeavour to retain two of the principal office-bearers in the Head Office.

3. A Station Allowance of Rs. 40/- per mensem shall be payable to all employees (clerical and above) who are stationed in any of the Branches of the Bank which is outside the present D.R.O's Division, Trincomalee Town and Gravets, and shall become due from the date of the resumption of work. The allowance of Rs. 40/- shall be taken into consideration at any inquiry for the revision of salaries.

4. Relief duty in the case of any particular employee not to last for a period of more than two weeks at any one stretch except under exceptional circumstances for the Bank.

5. The matters pending in the case of Mr. K. Thiruchelvam, Mr. Thoradeniya and Mr. C. Somasunderam will be taken up for inquiry in these proceedings after the resumption of work. Mr. K. Thiruchelvam is reinstated as from 13th August, 1968, and from then has been on strike.

6. If Mr. Balendra is appointed to the Head Office as Authorised Officer, he will not take precedence over those who are already senior to him either in the way of income or status.

7. It is also accepted at this stage that the employees, employed by this Bank, are employed on the basis that they are liable to transfer and that it was not open to the staff to serve in a branch on this ground. However, this above principle should be varied on either equitable grounds and also the employer should recognize the fact that the Manager, the Administrative Secretary and the Staff Assistant, President of the Branch Union of the Bank, President of the Branch Union of the employees are not liable to transfer on the normal condition during the time they hold office. Transfers will be under the scheme and will begin on 1st January, 1969.

8. During the course of subsequent proceedings I have no complaint from either members of the Union or the employer that they were finding difficulty in implementing this transfer scheme and this Court has every reason to think that the transfer scheme put forward by the employer has been done to the acceptance of their staff and that the scheme itself will be a success without causing any embarrassment or hardship to those who come under it.

9. I believe that the station allowance of Rs. 40/- agreed upon and settled in this Court is being paid to the members of the Union.

10. In view of what I have said above the demand over the cancellation of the transfer of officers mentioned at paragraph 1 of this report has been settled.

This Court in view of the above facts proceeded to enquire into the charges that had been made against the three Officers under reference, viz. Mr. Somasunderam, Mr. Thiruchelvam and Mr. Thoradeniya. It became necessary in the course of the proceedings for the Court to adjourn its sittings in Colombo and to carry on in Trincomalee which would facilitate the examination of books, attendance registers, etc., which were available at Trincomalee.

The first enquiry that was taken up was regarding Mr. Thoradeniya. The main allegation against him was that he was responsible for the loss of some money that was in the safe somewhere on or about 30th June, 1967. Mr. Thoradeniya had attempted to place the blame on Mr. Pathmanathan. After hearing the evidence on both sides, I have come to the conclusion that there is no direct evidence of theft but the responsibilities of this loss fall more squarely on Mr. Thoradeniya than on Mr. Pathmanathan. This Court holds that Mr. Pathmanathan had nothing to do with the loss of this money but in this reference the comments made by me regarding responsibility which is attached to the safety of money that is kept in the Bank apply. I have suggested certain remedies which I would commend to the Board for further examination and action. It is generally agreed, however, that the employer was not seeking to punish Mr. Thoradeniya and it seemed to me that they would be satisfied with the undertaking Mr. Thoradeniya gave to Court that he would not repeat this type of lapse again. I therefore make no further recommendation regarding Mr. Thoradeniya.

The next matter that was taken for inquiry was the charges against Mr. Thiruchelvam. Mr. Thiruchelvam, it was admitted, was employed in the Bank from its very inception and for all purposes a good worker. He was also an office-holder of the Union. Somewhere on or about 22nd June, 1967, there was a dispute between Mr. Thiruchelvam and Mr. Pathmanathan, the Manager of the Bank, regarding some work that was allocated to him by his Manager, and charges of insubordination were made out against him. Subsequently an inquiry was held by the Board wherein the president requested him to carry out the work allotted to him on pain of disciplinary action if he refused. On the evidence that was forthcoming at the inquiry I hold that Mr. Thiruchelvam's insubordination in this instance was more prompted by the fact that he held the belief that the Manager had given him work unfairly which resulted in his refusal to carry out this work.

However, this Court holds that Mr. Thiruchelvam was guilty of insubordination in having refused to carry out the orders of the President of the Bank, who undertook to hold an inquiry into Mr. Thiruchelvam's grievances and that in the meantime he should comply with the orders already given. I also hold that Mr. Thiruchelvam requesting overtime to do the work was unjustified in the circumstances.

However, I am of the view that the offence is greatly mitigated by the fact that there was a certain amount of mala fide shown by the Manager of the Bank in issuing those orders and while this Court cannot condone with Mr. Thiruchelvam's refusal to comply and complain it still holds that all subsequent incidents arose out of preliminary situation.

In the circumstances I leave the matter of punishment of Mr. Thiruchelvam with the President of the Bank and his Board but would recommend that a warning be placed in the file of Mr. Thiruchelvam and some pecuniary punishment in a small amount be meted out. This is in view of all the merits and demerits of the case. I wish to place on record that Mr. Thiruchelvam very readily agreed to complete that work as suggested by this Court and I am of the view that Mr. Thiruchelvam can be made into an able officer if tackled properly, the onus of which lies with the employer.

Finally, this Court inquired into the allegations against Mr. Somasunderam. Undoubtedly, Mr. Somasunderam had collected for himself a considerable array of charges. On reading through the charge sheet, I found that these charges boiled down to the following:—

- (1) That he was persistently getting late to work.
- (2) That his attitude was calculated to be disrespectful to his superior officers, and that on or about 15.11.66 he did acts of gross misconduct and indiscipline which was in complete disregard to discipline, and furthermore these acts were committed in the presence of the members of the Board.

In these circumstances it was understandable why the employer took great pain to bring into the open and to the notice of this Court all matters pertaining to Mr. Somasunderam and wanted in no uncertain terms that Mr. Somasunderam should be firmly dealt with. On the other hand, Mr. Somasunderam brought to the notice of this Court that he was more offended against than the offender and that his language was not calculated to be disrespectful, but that it was a lack of the appreciation of the English language with which he was little conversant than any intention to sound disrespectful.

With the above facts as a background this Court proceeded to inquire and evidence on both sides was led, which was both of an oral and documentary nature. At the beginning of the proceedings as far as the charge of his being late to work was concerned, the Attendance Register was produced. It was admitted by him that this proved the fact that he was late to work often on an average of about half an hour. On further inquiry, Mr. Somasunderam said that for some time he had an ailing father to look after and that this was the cause of the delay in his going late to work. This position was not disputed by his employer and I hold that in view of Mr. Somasunderam's undertaking that in the future he would not have the occasion to get late to work that he be excused for this lapse.

On the matter of his disrespectful attitude in language I found that Mr. Somasunderam's main educational qualification was in the Tamil language and that perhaps he was unaware of the meaning and the impact of some words that he had used in his correspondence in the English language. I advised Mr. Somasunderam to correspond in the language with which he was used to, but that the lapse of this nature due to his ignorance could not be excused in the future.

As regards the third aspect of Mr. Somasunderam's charge sheet on the incident of 15.11.66 on which oral evidence was led, the employer's position was—mainly on the evidence of Mr. Pathmanathan, Manager—that Mr. Somasunderam did not follow the instructions of the Manager when he was asked to get back to his seat and that Mr. Somasunderam persisted in his defiance not only physically but also with harsh words even in the presence of the two Directors of the Board, namely, Mr. K. B.

Ariyadasa and Mr. N. Kailayanathan. Certainly, at the beginning it seemed to me that this was a very serious matter as it struck at the root of discipline and bordered on insubordination. Mr. Somasunderam on his behalf called in as a witness his Staff Assistant who gave evidence, which tended more to coincide with Mr. Somasunderam's version that Mr. Somasunderam was in fact standing at his seat when the argument arose between him and Mr. Gowridasan. This Staff Assistant who gave evidence did so on the spur of the moment and I believe his evidence which was factual of the incident that occurred on that day. This evidence seemed to me to mitigate Mr. Somasunderam's acts on that day and gave some bearing on his charge that he was being offended against while he was at work in his office.

Considering the totality of these matters and also considering the fact that Mr. Navaratnarajah, the President of the Board, has expressed to me great concern about Mr. Somasunderam's various deficiencies in his work both in the past and now, and also the fact that since Mr. Somasunderam has joined the Bank he has been more of a problem child as it were, about whom much care has been taken to be corrected, I hold that the anxiety of his employer was justified and that Mr. Somasunderam is basically guilty of the charges against him though on his behalf I have placed on record all what can be said for him. I also hold that in any other institution Mr. Somasunderam's persistent lapses would have prompted his employer to consider dispensing with his services, but that in this case the management has hitherto tried by all means to keep Mr. Somasunderam in service.

In these circumstances, I recommend that a final warning be placed in Mr. Somasunderam's personal file against lapses regarding the charges I have mentioned above and that a pecuniary punishment be placed on him in a small amount which I leave to the discretion of the Board. Mr. Somasunderam must realise, which I think he has, that in his capacity in this Bank he must do everything possible to satisfy his employers in the manner in which he performs his duties and that it is hard to expect an employer to have to issue eternally charge sheets on him and call for explanations however justified they may be. There may be instances where this may be necessary once or twice but certainly not in the manner that it has happened in Mr. Somasunderam's case.

In concluding my report and recommendation I have considered it necessary to also place on record certain facts which came to my notice in the course of these proceedings. Firstly, I had the occasion to visit the Co-operative Bank at Trincomalee and I noticed that the conveniences attached to the members of the staff of the subordinate grade and members of the staff of the supervisory grade are much to be desired. I have indicated to Mr. Navaratnarajah that immediate action must be taken to have a room separately for the Manager so that his activities will be confined to himself and that he will be only seen or heard no more often than when it is required in the course of his work. It is difficult to maintain discipline if both sections working under one roof have to be the whole time rubbing each others shoulders as it were, while at work. I wish that some action be taken on this observation without delay as I feel that this will eliminate much unnecessary disputes.

I am also constrained to refer to the part played by Mr. Pathmanathan the Manager right through the course of these inquiries I have held into the three persons referred to. I have told in Court that the responsibility of having a satisfied staff lies squarely on the Manager whoever he may be. It is not open to him to make his orders on any other grounds except primarily for the successful carrying out of the work of the Bank. In issuing these orders he must act with temperance and treat all his subordinate officers equally whatever their position may be including whether they were Union members or otherwise. The Manager must also as far as possible reduce his instructions to writing, and if there is any disobedience of it he should reduce that fact also to writing and obtain an explanation from the offending member. If he is unable to decide on this issue, he must immediately place these papers in the hands of the Board who will take suitable action. I must confess that right through the proceedings I felt that this procedure was not complied with and that generally much of the disturbance and difficulty which occurred between himself and the members of his staff was due to the lack of procedure adopted by the Manager.

I also commend for the consideration of the Board which runs this Bank that some members should be elected to a Disciplinary Board who would sit once a month to inquire into lapses of this nature and to mete out punishment on the offender if so required. A particular day should be set out each month so that grievances of any nature could be brought to the notice of this Board who will conduct adequate inquiries before the matter goes out of hand. I also felt that it was a lack of this facility that prompted the Union which acted in a responsible manner to take the drastic steps it had to in calling strikes to alleviate the grievances of their members. This would not have happened if the above procedure I referred to was adopted by the Board.

Some agreement was also reached about extending the time of the Bank till 2 p.m. on week days and till 11.30 a.m. on half days, which was readily agreed to by the members of the Union.

In concluding this Report I would wish to place on record the assistance given to me by Mr. Navaratnarajah, President of the Board, Mr. De Mel the President of the Bank Employees Union and the members of the legal profession who appeared to support the submissions on the other side.

S. R. CROSSETTE-THAMBIAH,
Authorised Officer.

Dated at Colombo, this 6th day of November, 1969.

"B"

A. 766

In accordance with the proceedings of the last date and the wish of both, the Employer Messrs. Trincomalee District Co-operative Bank Limited and the Employees represented by the Ceylon Bank Employees Union, I give below an Agreement reached today, with reference to the Schedule sent to me by the Commissioner of Labour dated the 27th of June, 1968.

1. A transfer scheme based on the following principles will come into operation :—

- The scheme will be generally based on a scheme of rotation making normally transferable employees subject to transfer once in four years to Head Office.
- The following shall not be deemed to be transferable :
Manager, Administrative Secretary and Staff Assistant.
- Whoever is President of the Branch Union shall not be transferable out of Trincomalee Head Office for the duration of such office except in grave exigencies.
- The following transfers will become operative from 1st January, 1969, as per annexed list.
- The Union recognises the fact that the Employer has the right to recognise merit.

2. It is agreed between the parties that all employees of the staff normally transferable are liable to be transferred according to the exigencies of the service as desired by the employer except in the case of union office-bearers like the President, Branch Secretary and the Treasurer. The employer will endeavour to retain two of the principal office-bearers in the Head Office.

3. A Station Allowance of Rs. 40 per mensem shall be payable to all employees (clerical and above) who are stationed in any of the Branches of the Bank which is outside the present D.R.O's Division of Trincomalee Town and Gravets and shall become due from the date of the resumption of work. The allowance of Rs. 40 shall be taken into consideration at any inquiry for the revision of salaries.

4. Relief Duty in the case of any particular employee not to last for a period of more than two weeks at any one stretch except under exceptional circumstances for the Bank.

5. The matters pending in the case of Mr. K. Thiruchelvam, Mr. Thoradeniya and Mr. C. Somasunderam will be taken up for inquiry in these proceedings after the resumption of work. Mr. K. Thiruchelvam is reinstated as from 13th August, 1968, and from then has been on strike.

6. If Mr. Balendra is appointed to the Head Office as Authorised Officer, he will not take precedence over those who are already senior to him either in the way of income or status.

W. E. V. DE MEL,
For and on behalf of the Ceylon Bank
Employees Union.

V. R. NAVARATNARAJAH,
For and on behalf of Messrs. Trincomalee District
Co-operative Bank Limited.

Before me.

S. R. CROSSETTE-THAMBIAH,
Authorised Officer.

November 22, 1968.

"A"

TRINCOMALEE DISTRICT CO-OPERATIVE BANK LTD.

TRANSFER LIST

Names	From	To
1. Mr. W. B. Thoradeniya	Head Office	.. Kantalai
2. Mr. G. Paakiyarajah	.. do.	.. do.
3. Mr. S. S. S. Nathan	.. do.	.. do.
4. Mr. P. N. Ratnasingam	.. Kantalai	.. Head Office
5. Mr. S. Saravanapavanathan	.. do.	.. do.

TRANSFER LIST—(contd.)

Name	From	To
6. Mr. L. Bala Indiran	.. Mutur	.. Head Office
7. Mr. S. Gowridasan	.. Head Office	.. Mutur
8. Mr. T. Rajadurai	.. do.	.. Kinniya
9. Mr. P. Somasunderam	.. do.	.. do.

W. E. V. DE MEL,
22/11/68.

V. R. NAVARATNARAJAH,
President T. D. C. Bank, Trincomalee.
22/11/68

S. R. CROSSETTE-THAMBIAH,
A. O.

3-44

My No. W. 105/CN/842.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE award transmitted to me by the arbitrator to whom the Industrial Dispute which had arisen between The Sri Lanka Independent Estate Workers Union, 301, Darley Road, Colombo 10, on the one part and Dervin Fernando, Esq., M.B.E., J.P., 7, Park Terrace, Colombo 5, the proprietor of Murraythwaite Estate, Kiriwathuduwa of the other part, was referred by order dated 29th September, 1969, made under section 4 (1) of the Industrial Disputes Act, Chapter 131, as amended by the Acts, Nos. 14 and 62 of 1957, 4 of 1962 and 39 of 1968 (read with Industrial Disputes (Special Provisions) Act, No. 37 of 1968,) for settlement by arbitration, is hereby published in terms of section 18 (1) of the said Act.

R. L. GUNASEKERA,
Commissioner of Labour.

Department of Labour,
Colombo 3, 26th February, 1970.

W. 105/842.

A-848

In the Matter of an Industrial Dispute
between

The Sri Lanka Independent Estate Workers' Union,
301, Darley Road, Colombo 10
and
Dervin Fernando, Esq., M.B.E., J.P.,
7, Park Terrace, Colombo 5,
Proprietor, Murraythwaite Estate, Kiriwathuduwa.

AWARD

This is an award made under section 17 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, 4 of 1962 and 26 of 1966 and 39 of 1968.

By his order dated the 29th of September, 1969, the Honourable the Minister of Labour and Employment, by virtue of the powers vested in him by section 4 (1) of the said Act, referred the above dispute to me for settlement by arbitration.

According to the statement of the matter in dispute, between the aforesaid parties, set out by the Commissioner of Labour under date 19.9.1969, it was "whether the proposed retrenchment of—

- A. M. D. Premawardena,
- W. Jamis Singho,
- M. L. Mahatun,
- P. A. Pablis,
- A. Maginona,
- H. Lucyhamy, and
- M. Gunawathie,

is justified and to what relief each of them is entitled."

The union (which term shall hereinafter mean the Sri Lanka Estate Workers' Union, aforesaid) has stated as follows in their statement of case dated 11.10.1969:—

- The proposed retrenchment of the seven members of the above Estate by its Employer amounts to wrongful dismissal, due to the fact that if even such a necessity arises, it is not in conformity with any principle as these workers have been attached to the service of the Estate for over ten to twelve years.
- We maintain that there is no necessity for retrenchment of workers as the work involved in the 64 acres (84.20) needs still a larger number of estate workers and working hours for the completion of the day to day work.

3. The workers referred to are very active unionists and as such when certain demands were forwarded to the Commissioner of Labour requesting him for a discussion with the Employer, he, the Employer, threatened to victimise them and to disorganise the organised unity among workers of the estate.
4. We therefore pray that the seven workers referred to in this issue be allowed to continue in service and any other relief they are entitled to, as the proposed retrenchment on 31st October, 1969, is unjustifiable and without reasonable explanation.
5. We are prepared to help court by leading evidence."

Mr. Dervin Fernando, the aforesaid proprietor of the said Murraythwaite Estate, hereinafter referred to as "the respondent", in his statement dated 14th October, 1969, has stated that he has not proposed to retrench M. L. Mahatun.

On 26.10.1969 Mr. Samson de Silva, Council for the respondent, informed court that the employee M. L. Mahatun had been served with notice of retrenchment by an error, and that he is still working in the estate and can continue to do so. I therefore order that the name of M. L. Mahatun be expunged from the list of those under proposed retrenchment in this dispute and that he shall not be retrenched.

On 18.11.1969 P. A. Pabilis informs court that he is over 55 years of age and that he is prepared to leave the services of the Estate on the 29th November, 1969, voluntarily on that ground, but reserves the right to claim statutory dues—if any—before the Commissioner of Labour (Colombo South). The respondent, on his part, agrees to pay all monies due to him as salary and wages up to 29.11.1969 (inclusive). The respondent further agrees to pay him a gratuity of 5 (five) months' wages amounting to Rs. 400 for his past services and undertakes to deposit the sum of Rs. 400 with the Assistant Commissioner of Labour (Colombo South) on or before the 30th day of November, 1969. I am satisfied that these arrangements present a fair and equitable settlement of the dispute in regard to P. A. Pabilis and I make order accordingly.

I have now to consider the proposed retrenchment of only the following workers:—

1. A. M. Premawardena,
2. W. Jamis Singho,
3. A. Maginona,
4. S. Lucyhamy, and
5. M. Gunawathie.

The respondent in his evidence states that—

- (a) He was in possession of 93½ acres, but he had to sell 20 acres to pay his Gains and Wealth Tax which amounted to Rs. 59,000 and the Department of Inland Revenue has filed action against him and, a.s.o, he has to settle a Mortgage Bond, on this estate for Rs. 1,00,000 still due to the Ceylon Insurance Company, and that the said Insurance Company has filed action in the District Court of Colombo.
- (b) Pabilis was the Kangany; Lucyhamy, Maginona, Premawardena, Jamis Singho, and Gunawathie, who are tappers, were working only on this extent of 20 acres which was sold and that he cannot afford to continue them in employment.
- (c) There is no work in the balance 73½ acres to be offered to these workers.

P. J. Walter Fernando, the Superintendent of the Estate, in his evidence also stated that 20 acres were sold and that there was a balance of only 73½ acres left. Before the 20 acres

were sold, 24 tappers were needed to tap the entire extent of 93½ acres; but now there is no work for all those 24 tappers—only 19 tappers are now needed to tap the balance 73½ acres.

Under cross-examination, the Superintendent states that these workers operated in a specific area for each. There are Pocket Cheek-Rolis kept by the Kanganies wherein is recorded what part of the estate each labourer is working. P. A. Pabilis was the Kangany for this 20 acres block which was sold. The other named were in his Gang and had not worked under any other Kangany or in any other part of the Estate.

The applicant union has neither led any evidence, nor called any of these workers, who were present in court, or any other worker of this estate to contradict the evidence of the respondent or his witnesses; whereby is established—

- (a) that 20 acres of this estate were sold and that the balance acreage is only 73½ acres;
- (b) that these 5 workers namely—H. M. Premawardena, W. Jamis Singho, A. Maginona, H. Lucyhamy and M. Gunawathie, worked only on this 20-acre block which was sold and not on any other part of this estate or under any other Kangany.

Nor has the union adduced evidence to show that—

- (i) there is a shortage of labour in this estate for which these workers could well be retained;
- (ii) the respondent has acted mala fide and had taken the step of selling the 20 acres in order to victimise these workers who are said to be active unionists (as averred in paragraph 3 of the Union Statement dated 11.10.1969 quoted above).

For the reasons stated above I am of the view that the proposed retrenchment of these five (5) workers namely—

- A. M. Premawardena,
W. Jamis Singho,
A. Maginona,
H. Lucyhamy, and
M. Gunawathie,

is justified; but in the event of their being retrenched it is but fair that their employer pay them an ex-gratia sum in recognition of their past services to help tide over the period pending their securing fresh employment. I accordingly award such payments to them as follows:—

- (a) Five (5) months' wages amounting to Rs. 400 to A. M. Premawardena.
- (b) Two (2) months' wages amounting to Rs. 160 to W. Jamis Singho. (employed in June, 1967).
- (c) Five (5) months' wages amounting to Rs. 340 to each of the other three workers—
A. Maginona,
H. Lucyhamy, and
K. Gunawathie.

I make no order as to costs on the application made by Counsel for the respondent on 26.10.1969.

The amounts ordered above should be deposited by the respondent with the Assistant Commissioner of Labour, Colombo South, within two weeks of retrenchment taking place, for disbursement to the workers concerned. This award is communicated to the parties in open court, today.

S. DE S. SRI ANANDA,
Arbitrator.

Dated this 25th day of November, 1969, at Colombo.
3—43

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between The Bata Shoe Company of Ceylon Ltd., No. 20 and 100 Airport Road, Ratmalana, of the one part and The All Ceylon Commercial and Industrial Workers Union, 47, Jayantha Weerasekera Mawatha, Colombo 10 of the other part, on the 9th day of January, 1970, is hereby published in terms of Section 6 of the Industrial Disputes Act, Chapter 131, Legislative Enactments, Ceylon (Revised Edition, 1956).

Department of Labour,
Colombo 3, 3rd March, 1970.

Collective Agreement No. 1 of 1970

THIS COLLECTIVE AGREEMENT made this Ninth day of January, One Thousand nine hundred and seventy, pursuant to the Industrial Disputes Act BETWEEN THE BATA SHOE COMPANY OF CEYLON LIMITED, having its registered office at No. 20 and 100, Airport Road, Ratmalana (hereinafter referred to as "the Company") of the ONE PART and the ALL CEYLON COMMERCIAL AND INDUSTRIAL WORKERS' UNION, a trade union duly registered under the provisions of Trade Unions Ordinance and having its registered office at 47, Jayantha Weerasekera Mawatha, Colombo (hereinafter referred to as "the Union") of the OTHER PART witnesseth and its hereby agreed between the parties as follows:—

TITLE: This Agreement shall be known and referred to as The (Bata) Manual and Labouring Workforce Collective Agreement.

My No. C/I. 487.

R. L. GUNASEKERA,
Commissioner of Labour.

PART I

CONTAINING TERMS AND CONDITIONS OF EMPLOYMENT AND MATTERS INCIDENTAL THERETO
OR CONNECTED THEREWITH

1. *Employees to be Covered and Bound :*
Members of the Union who are workers employed in a manual or labouring capacity by the Company are covered and bound.
2. *Union to be Bound :*
This Agreement shall bind the All Ceylon Commercial and Industrial Workers' Union and all its members who are employed by the Bata Shoe Company of Ceylon Limited in a manual or labour capacity.
3. *Full and Final Settlement of Matters Covered :*
This Agreement shall be in full and final settlement of all matters covered herein.
With regard to matters that are not specifically covered by this Agreement, the present terms, practices and conditions will continue to apply for the duration of this Agreement, except in so far as the Company may reasonably vary such terms and conditions from time to time.
In the event of any disagreement with regard to any matters not specifically covered by this Agreement such disagreement may be taken up as a grievance or complaint under the provisions of the grievance procedure set out in this Agreement.
4. *Date of Operation and Duration :*
This Agreement shall be effective as from the First day of January, One Thousand nine hundred and seventy and shall thereafter continue in force unless it is determined by either party giving six months' notice in writing to the other. Provided however, that neither party shall give such notice to the other party before the Thirtieth day of June, One Thousand Nine Hundred and seventy-two.
5. *General Terms and Conditions of Employment :*
 - (i) The terms and conditions of this Agreement shall, as from the first day of January, One thousand nine hundred and seventy and during the continuance in force of this Agreement, be deemed to be included in all the contracts of service between the Company and a worker covered and bound by this Agreement whether such contracts be written or oral, which are subsisting as at the date hereof or shall come into being during the continuance in force of this Agreement.
 - (ii) In any matter not provided for in this Agreement, the workers covered and bound by this Agreement shall be bound by and comply with the provisions of the Standing Orders and Rules of the Company in force at the time.
6. *New Wage Scales :*
The Company shall pay the workers covered and bound by this Agreement, wages according to the revised scales as contained in Schedule 1 with effect from first January, One thousand nine hundred and sixty-nine.
If as a result of power failure, machine breakdown, or lack of raw materials a worker is unable to achieve his basic minimum wage, his earnings will be made up to his basic minimum wage by the Company.
In the case of inefficiency, the worker will be entitled to receive and the Company will be liable to pay only the piece rate earned.
7. *Piece Rates :*
 - (a) Subject as hereinafter provided, the Company will continue to pay by results according to the prevailing system of piece rates, which contains incentives for workers.
 - (b) All piece rates are and will be determined by the Company using scientific time and motion study methods and it is agreed that all such figures and the Company's piece rates shall be treated at all times as the Company's confidential information which shall not be divulged to outsiders.
 - (c) As all piece rates have been determined with reference to the present methods of work, present machinery and equipment, the same may be changed by the Company when there is a change in the content of work, in machinery, materials used, in equipment, in work layout, supply of work handled or other circumstances under which the worker can deliver the required output.
 - (d) When a new piece-rate is set, each of the workers affected will be guaranteed his past average earnings for the next four weeks. Two past average earnings mean the average for the last four weeks' earnings excluding overtime and other extra payments.
8. *Non-Recurring Ex-Gratia Payment :*
The Company agrees to make a non-recurring ex-gratia payment in respect of the period First January, One thousand nine hundred and sixty-eight to Thirty-first December, One thousand nine hundred and sixty-eight on the basis of 11.5 per cent of the earnings, excluding overtime and other extra payments, of each individual worker and the employees and the Union referred to above, agree to accept the same as full and final settlement of all past wage claims, if any.
9. *Casual Leave :*
A worker (excluding a probationer or temporary worker) shall be eligible for paid casual leave upto 7 days in any one year for each year, whereof not more than two days shall be taken at any one time. A worker shall not be entitled to take such Casual Leave immediately preceding or following any period of leave. Provided that in the case of the first year of service, casual leave will be proportionate to the period of service.
10. *Sick Leave :*
In any one year, a worker shall be entitled to paid sick leave upto 14 days provided that—
 - (a) his illness is supported by a certificate from a qualified medical practitioner and the leave is recommended by the Company Doctor ; and
 - (b) the worker has been in the Company's service for not less than six months immediately preceding ;
 - (c) in the case of the first year of service, sick leave will be proportionate to the period of service.
11. *Holidays :*
The paid holidays allowed each year will be those listed in the Company's Standing Orders and Rules—and National Heroes' Day, so long as it continues to be a Statutory Holiday, or the day declared a Statutory Holiday in lieu of National Heroes' Day.
12. *Annual Leave :*
Of the Annual Leave of 14 days, the Company will calendar 11 days and by mutual Agreement with the Union, the Company will calendar 3 days.
13. *Rates of Provident Fund :*
Notwithstanding anything to the contrary in the rules of the Bata Shoe Company of Ceylon Limited Provident Fund, the minimum rates of contribution shall be eight per centum (8%) and five per centum (5%) of the workers' earnings, excluding overtime and other extra payments, by the Company and the worker respectively, as long as there is no new social legislation in this regard.
14. *Terminal Benefits :*
The Company will, subject as hereinafter provided, pay terminal benefits to workers who are eligible to receive the same in accordance with the scheme of terminal benefits set out in this clause.
 - (i) The scheme shall apply to every worker in service at the date hereof who has a period of service with the Company before 1st January, 1955.
 - (ii) As and by way of terminal benefits under this Clause, the Company shall pay to the workers a sum equivalent to two weeks' wages in the case of weekly paid workers and one half months' wages in the case of monthly paid workers for every year of service before 1st January, 1955.

- (iii) For the purpose of calculating terminal benefits under this Clause, a year shall be a period of not less than 12 (twelve) months. Any part of a year remaining after taking into account complete years will be deemed to be a year if it is a period of not less than six (6) months.
- (iv) The wages for the purpose of sub-clause (ii) hereof shall be the wages which would have been payable for the first pay week or first month, excluding overtime and any other extra payments, as the case may be, of the year One thousand nine hundred and sixty-eight.
- (v) The terminal benefits shall subject to sub-clause (vi) hereof be payable on the cessation of the worker's services arising from death, resignation or retirement.
- (vi) If at the date of cessation of the worker's services there is due to the Company from the worker any sum on account of fraud, misappropriation or otherwise which cannot be recovered from the amount to the worker's credit in the Provident Fund, the same shall be recovered from the Terminal Benefits.

15. *Grievance Procedure :*

- (i) Any worker is free to make representation to the management in respect of an individual grievance, dispute or other matter and the procedure for settling the same is as follows :—
 - (a) In the first instance, the matter shall be discussed with the Departmental Supervisor.
 - (b) If the matter is not satisfactorily settled by the Departmental Supervisor, the matter may then be discussed with the Group Supervisor who may, if he thinks it desirable, discuss the matter or refer the same to the Factory Superintendent.
 - (c) In the event of the matter being not satisfactorily settled at stage (b), the worker may together with a Branch Union representative discuss the matter with the Factory Manager or Adviser.
 - (d) In the event of the matter not being satisfactorily settled at stage (c), the matter may be submitted in writing to the Personnel Manager or Adviser for settlement.
 - (e) In the event of the matter not being satisfactorily settled at stage (d), the Branch Union may, through the Parent Union, make an appeal to the Managing Director or his deputy.
 - (f) If no satisfactory settlement is reached at stage (e) above, the Union if it so desires, may resort to the provisions of the Industrial Disputes Act for a settlement of the matter.
- (ii) The Branch Union (Bata), is free to make representations to the Management in respect of any grievance or other matter affecting the workers covered and bound by this Agreement generally and the procedure for settling the same is as follows :—
 - (a) The Branch Union shall submit the matter in writing to the Personnel Manager or Adviser for settlement.
 - (b) In the event of the matter not being satisfactorily settled at stage (a) above, the Branch Union may, through the Parent Union make an appeal to the Managing Director or his deputy.
 - (c) If no satisfactory settlement is reached at stage (b) above, then the matter shall be referred to voluntary arbitration, for a settlement of the matter.

16. *Warnings :*

If in the opinion of the Company an offence warrants a warning, the same shall be conveyed to the worker by a letter, a duplicate copy of which shall be signed by the worker. If the worker refuses to sign the duplicate, the warning may be given to the worker orally in the presence of two witnesses, and so recorded in the personal record of the worker.

17. *Suspension :*

- (i) A worker may be suspended without pay by the Company—
 - (a) pending an inquiry to be held by the Company on a charge or charges of misconduct which warrants dismissal ;
 - (b) in order to avoid a breach of the peace or damage to the property or disturbance of the business of the Company ;
 - (c) as a punishment for misconduct for a period not exceeding seven (7) days after due inquiry.
- (ii) At the time of suspension under sub-clause (i) (a) hereof or within twenty-four (24) hours thereof, the Company shall provide the worker with a written order of suspension specifying the reasons for such suspension and thereafter hold an inquiry into the charge or charges against him, if the management considers it necessary to establish the guilt or innocence of the accused.
- (iii) If the Company after such inquiry, makes order that—
 - (a) the worker shall not be dismissed, then the worker shall resume work forthwith and shall, subject to sub-clause (i) (c) hereof, be paid all wages and entitlements due during the period of suspension irrespective of such other punishment less than dismissal that may be imposed by the Company on the findings as to the charge or charges against the worker ;
 - (b) the worker shall be dismissed, the worker's dismissal shall take effect as from the date of the worker's suspension and accordingly the worker shall not be paid for the period of such suspension ;
 - (c) in view of the serious or involved nature of the charge or charges against the worker, the Company is unable to make a final order as it is necessary and desirable that the matter be referred to the Police or other authorities for further investigations or inquiries and that the matter is therefore referred to the Police or other authorities or if in view of the serious or involved nature of the charge or charges preferred against the worker, the matter has been previously referred to the Police or other authorities for investigation or inquiries, is awaited, then in either of such circumstances, the worker may remain suspended without pay.
- (iv) If in any case where a worker is suspended as provided for herein the Company fails to make an order under paragraphs (a) to (c) of the preceding sub-clause for any reason other than that of the worker's own seeking within thirty (30) days from the date of the worker's suspension, the worker shall be entitled to half his normal wages for the period of thirty (30) days from the date of such suspension and to his full wages for the period of suspension in excess of thirty (30) days upto the date on which the Company makes an order under paragraphs (a) to (c) of the preceding sub-clause, irrespective of the outcome of the inquiry.
- (v) Suspension under sub-clause (i) (b) hereof may continue for so long as the worker's continuance in employment will or is likely to be undesirable or to be prejudicial to the proper investigation of the charges or the employer carrying on his business.
- (vi) Nothing in the preceding sub-clauses shall prejudice the right of a worker or Union on his behalf to dispute such order of suspension as provided in this Agreement.

18. *Non-Union Activities :*

The Union undertakes not to interfere in any of the following matters :—

- (a) Social functions organised by the Company.
- (b) Welfare services organised or sponsored by the Company ;
- (c) Other activities which are directly or indirectly sponsored by the Company.
- (d) Matters that do not concern its membership.

19. *Bonus :*

- (a) The Company will pay to the workers, a bonus equivalent to 1/12th of the gross earnings, excluding overtime and other extra payments, for the 12 (twelve) months preceding the month in which the Bonus is paid.
- (b) For computing the bonus, the 12-month period will be—
 - (i) in the case of weekly paid employees, the 52 weeks ending with week 48 of the year in which bonus is paid ;
 - (ii) in the case of monthly paid workers, the 12 months ending on 30th November of the year in which bonus is paid.

(c) The gross earnings, excluding overtime and other extra payments for the 52 weeks period in the case of piece-rated workers will be computed thus :

All earnings for the bonus year less overtime and other extra payments will be aggregated and divided by the total of the number of days on which the worker had actually worked, the number of days on which he had been on paid holiday and the number of days on which he had been on paid leave during the bonus year. The quotient will be a day's average earnings of the worker. Provided that if a day's average earnings of a worker is less than 1/6th of the Minimum Basic Wage, then the Minimum Basic Wage will be deemed to be a day's average earnings of that worker for the purpose of computing bonus. The gross earnings for the bonus year will be a day's average earnings multiplied by the total of the number of days on which the worker had actually worked plus the number of days on which he had been on paid holiday plus the number of days on which he had been on paid leave during the bonus year.

20. *Trade Union Action :*

The Union and the workers covered and bound agree that during the currency of this Agreement or any renewal thereof, they shall not engage in any strikes, go-slow, boycott, demonstrations or any other trade union or collective action in respect of any industrial dispute, between the Company and the workers or the Company and the Union, whether or not such dispute is related to this Collective Agreement.

PART II

CONTAINING THE FACILITIES AND CONCESSIONS GRANTED
 BY THE COMPANY TO THE UNION

21. *Union Meetings :*

(1) The following provisions shall apply to meetings of the Branch Union :

- (a) In respect of each meeting which a Branch Union desires to hold at the Company's premises, an application for permission shall be previously made to the Company.
- (b) If the Company decides to grant permission the Company shall be entitled, to impose inter alia, one or more of the undernoted conditions—
 - (i) that no person other than an employee of the Company shall be present at a meeting of the Branch Union ;
 - (ii) on occasions such as the Annual General Meeting of the Branch Union office-bearers of the Union may, with the previous approval of the Company attend ;
 - (iii) fix a time limit within which a meeting of the Branch Union shall be concluded or adjourned.
- (c) It shall be the duty of the Branch Union and its office-bearers to ensure that the terms on which permission to hold a meeting of the Branch Union is granted are duly complied with.
- (d) It shall be the duty of the Branch Union and its office-bearers to ensure that no damage is caused in the course of or in connection with a meeting of the branch Union to the Company's property or any other persons at the Company premises and the Union shall indemnify the Company and keep the Company indemnified against any such damage.

(2) The following provisions shall apply to meetings of the Executive Committee of the Union :—

- (a) Without prejudice to the right of the Company to refuse to grant permission if in its discretion the exigencies of the circumstances warrant refusal, the Company will generally grant permission to one member of the Executive Committee of the Union in order to attend a meeting of the Executive Committee to leave office not earlier than 3 o'clock in the afternoon not more than one occasion in a month without loss of salary for such absence if an application for permission to attend is made at least fortyeight hours before the times appointed for holding the meeting of the Executive Committee.
- (b) For the purpose of paragraph (a) above, the Union shall forthwith furnish the Company with a list of the workers covered and bound by the Agreement who are members of the Executive Committee and keep the Company informed of all changes therein which may be made from time to time.

22. *Duty Leave :*

The following provisions shall apply to duty leave :—

Without prejudice to the right of the Company to refuse to grant permission if in its discretion the exigencies of the circumstances warrant refusal, the Company will generally grant permission for not more than three office-bearers of the Branch Union—

- (a) to be present at conferences held under the aegis of the Company or the Employers' Federation of Ceylon or the Department of Labour in connection with a dispute between the Branch Union and the Company ;
or
- (b) to attend before Industrial Courts, Arbitrators or Labour Tribunals if so required by those authorities, without loss of salary for such absence.

Schedule 1 Referred to in Clause 6 above

PIECE RATE BASIS SCALE

	Grade I Rs. c.	Grade II Rs. c.	Grade III Rs. c.	Grade IV Rs. c.	Grade V Rs. c.	Grade VI Rs. c.	Grade VII Rs. c.	Grade VIII Rs. c.	Grade IX Rs. c.	Grade X Rs. c.
Piece-rate ..	69 0	66 50	62 50	58 50	56 0	54 50	53 0	52 0	50 50	49 0
Minimum Basic Wage	52 0	50 0	47 0	44 0	42 0	41 0	40 0	39 0	38 0	37 0

WEEKLY FIXED SCALE

	Scale A Rs. c.	Scale B Rs. c.	Scale C Rs. c.
1 ..	53 50	43 20	39 0
2 ..	54 70	44 10	39 60
3 ..	55 90	45 0	40 20
4 ..	57 10	45 90	40 80
5 ..	58 30	46 80	41 40
6 ..	59 50	47 70	42 0
7 ..	60 70	48 60	42 60
8 ..	61 90	49 50	43 20
9 ..	63 10	50 40	43 80
10 ..	64 30	51 30	44 40
11 ..	65 50	52 20	45 0
12 ..	66 70	53 10	45 60
13 ..	67 90	54 0	46 20
14 ..	69 10	54 90	46 80
15 ..	70 30	55 80	47 40

MONTHLY FIXED SCALE

	Scale A		Scale B		Scale C	
	Rs.	c.	Rs.	c.	Rs.	c.
1 ..	232	0	187	0	169	0
2 ..	237	0	191	0	172	0
3 ..	242	0	195	0	175	0
4 ..	247	0	199	0	178	0
5 ..	252	0	203	0	181	0
6 ..	257	0	207	0	184	0
7 ..	262	0	211	0	187	0
8 ..	267	0	215	0	190	0
9 ..	272	0	219	0	193	0
10 ..	277	0	223	0	196	0
11 ..	282	0	227	0	199	0
12 ..	287	0	231	0	202	0
13 ..	292	0	235	0	205	0
14 ..	297	0	239	0	208	0
15 ..	302	0	243	0	211	0

SPECIAL MONTHLY SCALES

Any employee working in a manual or labouring capacity who are on monthly scales other than Scales A, B & C referred to above, will be granted an immediate increase of Rs. 25.00 per month and they will continue on their scale thereafter, or whatever scale to which that scale will be converted in the future.

These special scales will be personal to the present holders and will cease to exist with the cessation of services of the present holders.

IN WITNESS WHEREOF the parties aforesaid have hereunto set their hand at Colombo, PETER ZDENEK BALDIK, Managing Director of Bata Shoe Company of Ceylon Limited, BERNARD JOSEPH PERERA, Personnel Adviser and Company Secretary of Bata Shoe Company of Ceylon Limited, have set their hands for and on behalf of the said company on the Ninth day of January, One Thousand Nine Hundred and Seventy.

(Sgd.) P. Z. BALDIK,

(Sgd.) B. J. PERERA

Witness to the signatures of the said PETER ZDENEK BALDIK and BERNARD JOSEPH PERERA

1.
2.

IN WITNESS WHEREOF the parties aforesaid have hereunto set their hand at Colombo, OSWIN FERNANDO, Secretary, All Ceylon Commercial and Industrial Workers Union, has set his hand for and on behalf of the said Union, on the Ninth day of January, One Thousand Nine Hundred and Seventy.

(Sgd.) O. FERNANDO

Witness to the signature of the said OSWIN FERNANDO.

1.

IN WITNESS WHEREOF the parties aforesaid have hereunto set their hand at Colombo HETTI TANTIRIGE GUNAPALA, President, Bata Branch of the All Ceylon Commercial and Industrial Workers Union, NUJEGODAGE SARANAPALA SILVA, Secretary of the Bata Branch of the All Ceylon Commercial and Industrial Workers Union, have set their hands for and on behalf of the said Union on the Ninth day of January, One Thousand Nine Hundred and Seventy.

(Sgd.) H. T. GUNAPALA

(Sgd.) N. S. SILVA

Witness to the signatures of the said HETTI TANTIRIGE GUNAPALA and NUJEGODAGE SARANAPALA SILVA.

1.
2.

3-205

Miscellaneous Departmental Notices

NOTICE

The Irrigation Ordinance (Chapter 453) as amended by the Irrigation (Amendment) Act, No. 48 of 1968

I, Seneviratne Banda Senanayake, Commissioner of Agrarian Services do hereby give notice in terms of Section 35 of the Irrigation Ordinance Chapter 453 (Legislative Enactments of Ceylon) as amended by Section 19 of the Irrigation (Amendment) Act, No. 48 of 1968, that the scheme prepared by the Government Agent, Kandy, under section 33 of the aforesaid Ordinance as amended by section 17 of the Irrigation (Amendment) Act, No. 48 of 1968, and specified below, has been approved by me.

S. B. SENANAYAKE,
Commissioner of Agrarian Services.
M/ : 9080.

18.2.1970.

SCHEME FOR THE IMPROVEMENT OF MINOR IRRIGATION WORKS

1. Name and description of Works.—Dewahandiya Seeyak Bambe Ela Amuna J/21 (13.31 × 5.15).

2. Extent and nature of lands irrigable under the Scheme—

Private land: 41 Acres approximately.

Crown land: Nil

3. Terms agreed upon—

(1) The construction of the following items of the necessary work, namely—

(1) Construction of a 100' anicut with 2 scour gates.

(2) Construction of 3 Nos. pick up anicuts of average length 45'-50'.

(3) Construction of a 25' pick up anicut.

(4) Construction of retaining walls along the channel.

upto the estimated cost of Rs. 36,000 is undertaken by the Government.

(2) In consideration of the aforesaid undertaking on the part of the Government, the allottees and tenant cultivators and where there are no allottees or tenant cultivators of any lands, proprietors of these lands shall contribute after the completion of the work, all labour required for its maintenance and repair, free of all charges.

(3) In the event of any default on the part of any of the allottees and tenant cultivators and where there are no allottees or tenant cultivators of any lands, proprietors of these lands, in making any contributions due under this scheme, the Government Agent may cause such labour to be performed by any other person and recover the cost thereof in the manner prescribed in Part VII of the Ordinance.

RECONSTITUTION OF GRAMA SEVAKA DIVISION IN THE PASDUN KORALE WEST D.R.O'S DIVISION IN KALUTARA ADMINISTRATIVE DISTRICT

IT is hereby notified for general information that 799—Puhambugoda Grama Sevaka Division in Pasdun Korale West, D.R.O's Division in the Kalutara Administrative District has been divided into two Grama Sevaka Divisions, named, 799—Puhambugoda and 799A—Eladuwa, with effect from 15th March, 1970.

(a) The following villages fall into Grama Sevaka Division of Puhambugoda, No. 799 :—Puhambugoda.

(b) The following villages fall into Grama Sevaka Division of Elladuwa No. 799A :—Eladuwa, Galpottawila

2. The Magistrate's and Rural Court and Police Station which has jurisdiction over these new Grama Sevaka Divisions, Births, Deaths and Marriages Registrar's Division, Electoral District and Local Body to which these Divisions belong are appended for general information :—

Grama Sevaka Division	Magistrate's Court	Rural Court	Police Station	Births, Deaths and Marriages Division	Local Body	Electoral District
1. 799, Puhambugoda ..	Matugama ..	Paiyagala ..	Dodangoda ..	Dodangoda ..	Dodangoda Village Council	Matugama
2. 799A, Eladuwa ..	Matugama ..	Paiyagala ..	Dodangoda ..	Dodangoda ..	Dodangoda Village Council	Matugama

LEEL GUNASEKERA,
Government Agent, Kalutara District.

The Kachcheri,
Kalutara, 27th February, 1970.

3-46

CLOSURE OF LIQUIDATION PROCEEDINGS OF CO-OPERATIVE SOCIETIES

The Co-operative Societies Ordinance (Cap. 124)

IN terms of section 52 (2) of the Co-operative Societies Ordinance, notice is hereby given of the closing of the liquidation of each of the undermentioned societies on the date noted against such name.

Name of Society	Date of Closure
1. Warapitiya Co-operative Stores Society Ltd. ...	6.12.69
2. Inboolpittia Estate Labourers' Co-operative Thrift Society Ltd. ...	6.12.69
3. Hanwella Pallewela Co-operative Stores Society Ltd. ...	6.12.69
4. Dalupothagama Co-operative Credit Society Unlimited ...	6.12.69
5. Batugampola Co-operative Dairy Society Ltd. ...	6.12.69
6. Duckwari Estate Co-operative Stores Society Ltd. ...	10.12.69
7. Dimbulwala Multi-purpose Co-operative Society Ltd. ...	4. 1.70
8. Weragama Multi-purpose Co-operative Society Ltd. ...	4. 1.70
9. Nandurana Young Farmers' Co-operative Agricultural Society Ltd. ...	4. 1.70
10. Medadumbara Village Headmen's Co-operative Thrift Society Ltd. ...	4. 1.70
11. Marawanagoda Dimbulkumbura Multi-purpose Co-operative Society Ltd. ...	4. 1.70
12. Aluthwewa Multi-purpose Co-operative Society Ltd. ...	10. 1.70
13. Dakunu Kebillawela Co-operative Stores Society Ltd. ...	11. 1.70
14. Vankalai St. Anne's Co-operative Net Weavers' Society Ltd. ...	12. 1.70
15. Kurunegala Co-operative Stores Society Ltd. ...	13. 1.70
16. Yatakinda Co-operative Credit Societies Union Ltd. ...	13. 1.70
17. Gallinawatte Co-operative Credit Society Unlimited ...	21. 1.70
18. Imbulpe Visaka Kulangana Thrift and Savings Society Ltd. ...	24. 1.70
19. Ambale Doraliyadde Cigarette Tobacco Growers' Co-operative Society Ltd. ...	24. 1.70

R. B. RAJAGURU,
Deputy Commissioner of Co-operative Development and Deputy Registrar of Co-operative Societies.

Co-operative Department,
P. O. Box 419,
Colombo 1, February 28, 1970.

3-47

RE-DIVISION OF THE DIVISIONAL REVENUE OFFICER'S DIVISIONS OF NAWADUN KORALE AND KURUWITA KORALE IN RATNAPURA DISTRICT

IT is hereby notified for the information of the general public that the Divisional Revenue Officers' Divisions of Nawadun Korale and Kuruwita Korale have been re-divided into three Divisional Revenue Officers' Divisions, i.e.,

1. Ratnapura,
2. Kuruwiti Korale,
3. Nawadun Korale,

with effect from 15th March, 1970.

2. (a) The following Grama Sevaka Divisions will comprise the Ratnapura Divisional Revenue Officer's Division :—

Division No.	Name
151	... Dewalegawa
152	... Godigamuwa
152A	... Ratnapura Town
153	... Ellegedara
162	... Gfimalle North
162A	... Kudawa
163	... Gfimalle South
164	... Bambarabotuwa Kudabage West
164A	... Bambarabotuwa Kudabage East
165	... Bambarabotuwa Mahabage
182	... Muwagama
183	... Hangamuwa
184	... Niriella
185	... Elapatha
187	... Raddella
188	... Dellabada
189	... Dambuluwana.

2. (b) The following Grama Sevaka Divisions will comprise the Kuruwiti Korale Divisional Revenue Officer's Division :—

Division No.	Name
136	... Kendangamuwa Thalagama
136A	... Kendangamuwa Town
137	... Walawita
138	... Iddamalgoda
139	... Kalatuwawa West
139A	... Kalatuwawa East
140	... Kendangamuwa Pahalagama
141	... Bulugahapitiya
142	... Kiriporuwa
142A	... Hindirangala
143	... Karandana North
143A	... Karandana South
144	... Yatipawwa
145	... Kiriella
146	... Talawitiya
147	... Ellawala
148	... Pohorabawa
149	... Mudunkotuwa
150	... Dodampe
154	... Walandura
155	... Kuruwita
156	... Teppanawa
157	... Kandangoda-Watuyaya
158	... Pussella
160	... Endiriyawala
161	... Eratna

2. (c) The following Grama Sevaka Divisions will comprise the Nawadun Korale Divisional Revenue Officer's Division:—

Division No.:

166	...	Kuttapitiya
167	...	Ganegama
168	...	Denawaka Udakada
169	...	Moratota
170	...	Panawenna
171	...	Denawaka Pathakada
172	...	Lellopitiya
173	...	Karawita
174	...	Nivitigala
175	...	Noragalla
176	...	Doloswala
177	...	Delwala
178	...	Bopetta
179	...	Marapana
180	...	Hakamuwa
181	...	Batugedara.

3. The following local bodies areas fall within each of the Divisional Revenue Officers' Divisions:—

(a) Ratnapura D.R.O.'s Division:—

Part of Ratnapura Municipal Council area, part of Kuruwita Village Council area, Part of Gilimale Village Council area, Bambarabotuwa Village Council area and Nawadun Korale Palle Pattu Village Council area.

(b) Kuruwiti Korale D.R.O.'s Division:—

Kuruwiti Korale Palle Pattu Village Council area, Kuruwiti Korale Meda Pattu Village Council area, Ellawala Village Council area, part of Kuruwita Village Council area and part of Gilimale Village Council area.

(c) Nawadun Korale D.R.O.'s Division:—

Part of Ratnapura Municipal Council area, Part of Pelmadulla Town Council area, Part of Marapana Village Council area, Pelmadulla Village Council area and Nivitigala Village Council area.

4. The following Rural Courts will exercise jurisdiction over each of the new D.R.O.'s Divisions:—

(a) Ratnapura D.R.O.'s Division:—

- (1) Kuruwita Rural Court.
- (2) Kotamulla Rural Court.

(b) Kuruwiti Korale D.R.O.'s Division:—

- (1) Eheliyagoda Kendangamuwa Rural Court.
- (2) Kuruwita Rural Court.
- (3) Kiriella Rural Court.

(c) Nawadun Korale D.R.O.'s Division:—

- (1) Pelmadulla Rural Court.
- (2) Marapana Rural Court.

5. The new D.R.O.'s Division will fall within the following Electoral Districts:—

(a) Ratnapura D.R.O.'s Division:—

- (1) 139—Part of Ratnapura Electoral District.
- (2) 140—Part of Pelmadulla Electoral District.
- (3) 143—Part of Nivitigala Electoral District.

(b) Kuruwiti Korale D.R.O.'s Division:—

- (1) 138—Kiriella Electoral District.
- (2) 139—Part of Ratnapura Electoral District.

(c) Nawadun Korale D.R.O.'s Division:—

- (1) 139—Part of Ratnapura Electoral District.
- (2) 140—Part of Pelmadulla Electoral District.
- (3) 143—Part of Nivitigala Electoral District.

6. The office of each of the D.R.O.'s Division will be situated as follows:—

- (a) Ratnapura D.R.O.'s Division—Ratnapura.
- (b) Kuruwiti Korale D.R.O.'s Division—Kuruwita.
- (c) Nawadun Korale D.R.O.'s Division—Batugedara.

A. E. GOGERLY MORAGODA,
The Permanent Secretary
to the Ministry of Home Affairs.

Ministry of Home Affairs,
Colombo 7, 1st March, 1970.

CEYLON SAVINGS BANK

Rate of Interest

IT is hereby notified that the rate of interest payable to depositors for the year 1970 is 4 per cent. on Savings Deposits and 4½ per cent. on Fixed Deposits.

By order,

T. J. KARIYAWASAN,
Manager.

Ceylon Savings Bank,
Colombo, 13th March, 1970.

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DEPARTMENT OF HIGHWAYS

Interruption to Traffic

WESTERN DIVISION-KALUTARA DISTRICT

BRIDGE NO. 4/1 ON MAGGONA-MUNHEENA-HALKANDAWILA ROAD

THE general public is hereby informed that the above bridge will be closed to traffic, with effect from 5.3.70 for another 6 months as the reconstruction of the bridge is to be taken up.

The alternative route for traffic during this period is Paiyagala-Nauthuduwa Road via 4th mile.

C. R. TRISSAINAYAGAM,
for Director, Highways.

Highways Department,
Colombo 1.

3—70

RECONSTITUTION OF GRAMA SEVAKA DIVISIONS IN ALUTHKURU KORALE NORTH 'A'—D. R. O'S DIVISION IN COLOMBO DISTRICT

IT is hereby notified for general information that Godigomuwa Grama Sevaka Division No. 57 in Aluth Kuru Korale North 'A' D. R. O's Division in Colombo Administrative District is established as from 15th March 1970.

(a) The following villages fall into G. S. Division of Godigomuwa No. 57:—

- (1) Godigomuwa East, Balawala
- (2) Galewatta
- (3) Godigomuwa West
- (4) Pahala Otharawadiya.

2. The Magistrates and Rural Court and Police Station which have jurisdiction over this new G. S. Division, Births, Deaths and Marriages Registrar's Division, Electoral District and Local Body to which this Division belongs are appended for general information.

G. S. Division	Magistrate's Court	Rural Court
57—Godigomuwa	Negombo	Katana

Police Stations which have jurisdiction—

- | | | |
|------------------------------|----|--------------|
| 1. Godigomuwa East, Balawala | .. | Divulapitiya |
| 2. Galewatta | .. | Kochchikade |
| 3. Godigomuwa West | .. | |
| 4. Pahala Otharawadiya | .. | |

Births, Deaths and Marriages Division	Local Body	Electoral District
Othara East	.. Kehelella. V C. ..	8—Divulapitiya

D. R. UMAGILIYA,
Government Agent, Colombo District.

Kachcheri,
Colombo, February, 27, 1970.

1554/2635.

THE AGRICULTURAL AND INDUSTRIAL CREDIT CORPORATION OF CEYLON

Resolution under Section 71 of the Agricultural and Industrial Credit Corporation of Ceylon (Cap. 402)

It is hereby notified that the Board of Directors of the Corporation has unanimously passed the following resolution on the 28th day of November, 1969:—

"Whereas Muthusamy Suppiah of 50, Holbrook, Agrapatana, in the District of Kandy, has made default in the payments due on Bond No. 256 of 9.5.1956 attested by O. P. Mack, Notary Public, and Bond No. 1122 of 21.3.1963 attested by S. E. Abey-suriya, Notary Public, respectively in favour of the Agricultural and Industrial Credit Corporation of Ceylon, and there is due and owing to the Corporation the aggregate sum of Rupees One hundred and sixty nine thousand three hundred and fifty two and cents seventy three (Rs. 169,352.73), on the said Bonds; the Board of Directors of the Agricultural and Industrial Credit Corporation of Ceylon, under the powers vested in them by the Agricultural and Industrial Credit Corporation Ordinance (Cap. 402 of the Legislative Enactments of Ceylon, Revised Edition, 1956), do hereby resolve that the property and premises called and known as DALHOUSIE ESTATE with bungalows, factories, labour lines, and other buildings thereon together with machinery installed in the factory of the aggregate extent of 5 1/3 acres more or less situated in the village of Nalugammuna in Maskeliya in the Kandy District mortgaged to the said Corporation by the said Bond No. 256 of 9.5.1956 attested by O. P. Mack, N.P., and Bond No. 1122 of 21.3.1963 attested by S. E. Abey-suriya, N.P., be sold by PUBLIC AUCTION by Mr. Lloyd Samarawickrema, Licensed Auctioneer of Kandy, for the recovery of the said sum of Rs. 169,352.73 with interest on the principal sum of Rs. 55,827.12 on Bond No. 256 and Rs. 101,500 on Bond No. 1122 at 5 and 5 1/2 per centum per annum from 10.5.1969 and 1.10.1969 respectively to date of sale and costs of sale".

H. S. F. GOONEWARDENA,
General Manager.

292, Galle Road,
Colombo 3, February 7, 1970.

3-162

Loan No. 821

THE AGRICULTURAL AND INDUSTRIAL CREDIT CORPORATION OF CEYLON

Notice under Section 64 of the Agricultural and Industrial Credit Corporation Ordinance (Cap. 402)

To:

- (1) Mrs. Subramaniam Chettiar Kothai Achchi, wife of Meiyappan Chettiar Yaliappan Chettiar of Dayanawatte Division, EL Teb Group, Passara;
- (2) Kehelwatte Estates Ltd., "Charmaine" 142, Buller's Road, Colombo;
- (3) Palaniappan Chettiar son of Periyacaruppan Chettiar of 41, Kaluwatte, Galle.

It is hereby notified that the Board of Directors of the Agricultural and Industrial Credit Corporation of Ceylon has unanimously passed the following resolution under Section 71 of the aforementioned Ordinance on the 9th day of December 1968:—

"Whereas Mihindukulasuriya Stephen Fernando of Gonambal Estate, Wattagama, in the District of Kandy, has made default in the payments due on Bond No. 1,300 dated 10.12.1952, attested by Alfred Fernando, Notary Public, in favour of the Agricultural and Industrial Credit Corporation of Ceylon, and there is due and owing to the Corporation a sum of Rupees Seventeen thousand three hundred and eighty-four and cents thirteen (Rs. 17,384.13) on the said Bond; the Board of Directors of the Agricultural and Industrial Credit Corporation of Ceylon under the powers vested in them by the Agricultural and Industrial Credit Corporation Ordinance (Cap. 402 Revised Legislative Enactments 1956) do hereby resolve that the property and premises mortgaged to the said Corporation by the said Bond No. 1,300 of 10.12.1952, attested by

Alfred Fernando, Notary Public, be sold by Public Auction by Mr. T. Jayawardena, Licensed Auctioneer of Kegalle, for the recovery of the said sum of Rs. 17,384.13 with interest on the principal sum of Rs. 14,984.90 at 5 per centum per annum from 11.6.1968, to date of sale and costs of sale".

DESCRIPTION OF PROPERTY UNDER MORTGAGE

All that remaining divided portion of Mount Carmel Estate formerly known as Ambalankanda Estate with the buildings, bungalow, machinery and fixtures thereon situated at Berawila in Tunapalata Pattu in the District of Kegalle Sabaragamuwa Province, containing in extent One hundred and eighty-one acres three roods and thirty-seven perches (181A. 3R. 37P.) according to Plan No. 51 dated 28.6.1917 and made by K. J. S. Rodrigo, Licensed Surveyor and registered under title A 280/240 in the Kegalla District Land Registry.

H. S. F. GOONEWARDENA,
General Manager.

292, Galle Road,
Colombo 3, February 26, 1970.

3-161

2908/L.

THE AGRICULTURAL AND INDUSTRIAL CREDIT CORPORATION OF CEYLON

Resolution under Section 71 of the Agricultural and Industrial Credit Corporation Ordinance (Cap. 402)

It is hereby notified that the following resolution was passed by the Board of Directors of the Corporation, on the 25th day of May, 1969:—

"Whereas Mahante Acharige Don Bastian of Nungomugoda, Kelaniya, in the District of Colombo, has made default in the payments due on Bond No. 997 dated 24.8.1964 attested by A. F. B. de W. Tillekeratne, Notary Public of Colombo, in favour of the Agricultural and Industrial Credit Corporation of Ceylon, and there is due and owing to the Corporation a sum of Rupees Forty seven thousand five hundred and twenty seven and cents nine (Rs. 47,527.09), on the said bond; the Board of Directors of the Agricultural and Industrial Credit Corporation of Ceylon, under the powers vested in them by the Agricultural and Industrial Credit Corporation Ordinance (Cap. 402 of the Legislative Enactments of Ceylon, Revised Edition 1956), do hereby resolve that the property and premises mortgaged to the said Corporation by the said Bond No. 997 of 24.8.1964 attested by A. F. B. de W. Tillekeratne, Notary Public, be sold by PUBLIC AUCTION by Mr. K. G. Edmund, Licensed Auctioneer of Colombo, for the recovery of the said sum of Rs. 47,527.09 with interest, on the principal sum of Rs. 42,551.38 at 6 1/2 per centum per annum from 1.12.1968 to date of sale and costs of sale".

DESCRIPTION OF PROPERTIES UNDER MORTGAGE

1. All that allotment of land marked lot 1 in Plan No. 599A dated 27th August, 1962, made by D. L. Peiris, Licensed Surveyor of the land called Hikgahawatta *alias* Milllagahawatte together with the dwelling house and factory, buildings, machinery and everything thereon situated in the villages Nungomugoda in the Adicari Pattu in the District of Colombo, Western Province and containing in extent 1A. 1R. 20P. according to the said Plan No. 599A—registered under title C1—13/659 in the Colombo District Land Registry.

2. All that allotment of land marked lot J in the said Plan No. 599A of the land called Hikgahawatta *alias* Milllagahawatta together with the buildings, trees and plantations thereon situated in the village Nungomugoda aforesaid and containing in extent 0A. 1R. 04P. according to the said Plan No. 599A—registered under title C1—13/6591 in the Colombo District Land Registry.

H. S. F. GOONEWARDENA,
General Manager.

292, Galle Road,
Colombo 3, November 5, 1969.

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IMPORTANT NOTICE REGARDING PUBLICATION OF GAZETTE

THE Weekly issue of the *Ceylon Government Gazette* is normally published on Fridays. If a Friday happens to be a Public Holiday the *Gazette* is published on the working day immediately preceding the Friday. Thus the last date specified for the receipt of notices for publication in the *Gazette* also varies depending on the incidence of public holidays in the week concerned.

The Schedule below shows the dates of publication and the latest time by which notices should be received for publication in the respective weekly *Gazettes*. All notices received out of times specified below will not be published. Such notices will be returned to the sender by post for necessary amendment and return if publication is desired in a subsequent issue of the *Gazette*. It will be in the interest of all concerned if those desirous of ensuring the timely publication of notices in the *Gazette* make it a point to see that sufficient time is allowed for postal transmission of notices to the Government Press.

The Government Printer does not accept payments of subscriptions for the Government Gazette. Payments should be made direct to the Superintendent, Government Publications Bureau, P. O. Box 500, Secretariat, Colombo 1.

Schedule

1970

Month	Date of Publication	Last Date and Time of Acceptance of Notices for publication in the Gazette
MARCH	Thursday 5. 3.70 .. 12 noon	Friday 27. 2.70
	Friday 13. 3.70 .. 3.30 p.m.	Thursday 5. 3.70
	Friday 20. 3.70 .. 3.30 p.m.	Friday 13. 3.70
	Thursday 26. 3.70 .. 3.30 p.m.	Thursday 19. 3.70
APRIL	Friday 3. 4.70 .. 3.30 p.m.	Wednesday 25. 3.70
	Friday 10. 4.70 .. 3.30 p.m.	Friday 3. 4.70
	Friday 17. 4.70 .. 3.30 p.m.	Wednesday 8. 4.70
	Friday 24. 4.70 .. 3.30 p.m.	Friday 17. 4.70
	Thursday 30. 4.70 .. 3.30 p.m.	Thursday 23. 4.70
MAY	Friday 8. 5.70 .. 3.30 p.m.	Thursday 30. 4.70
	Friday 15. 5.70 .. 3.30 p.m.	Friday 8. 5.70
	Friday 22. 5.70 .. 3.30 p.m.	Friday 15. 5.70
	Friday 29. 5.70 .. 3.30 p.m.	Friday 22. 5.70
JUNE	Friday 5. 6.70 .. 3.30 p.m.	Friday 29. 5.70
	Thursday 11. 6.70 .. 3.30 p.m.	Friday 5. 6.70
	Thursday 18. 6.70 .. 12 noon	Thursday 11. 6.70
	Thursday 25. 6.70 .. 12 noon	Thursday 18. 6.70

L. W. P. PEIRIS,
Government Printer.

Dept. of Govt. Printing,
Colombo, March 5, 1970.