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## THE CEYLON GOVERNMENT GAZETTE

අංක 14,919 — 1970 අගෝස්තු 14 වැනි පිතුරුදා — 1970.8.14

No. 14,919 — FRIDAY, AUGUST 14, 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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#### Appointments, &c., by the Governor-General

No. 234 of 1970

No. D. 277/Rect.

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

THE undermentioned officer retires from the Regular Force of the Army with effect from September 1, 1970.

Captain (Temporary Major) JOSEPH PHILIP ANDREW FERNANDO, C.E.M.E.

By His Excellency's command,

A. R. RATNAVALE,  
Acting Permanent Secretary,  
Ministry of Defence and External Affairs.

Colombo, July 29, 1970.

8—422

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

No. 235 of 1970

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

Name of Officer	New Appointment	Effective date of New Appointment	Remarks
Mr. B. R. SILVA	.. Additional Magistrate, etc., Balapitiya, in addition to his other duties	From 31st July, 1970	.. To deliver judgement in M.C. Balapitiya Case No. 58508
Mr. D. WIMALARATNE	.. Acting Secretary, Judicial Service Commission, in addition to his other duties	30th July to 3rd August, 1970	.. During absence of the permanent holder of the post of Secretary, Judicial Service Commission
Mr. E. A. WIJEKULASURIYA	.. Supernumerary Officer & to be Addl. Magistrate etc., Balapitiya	27th July to 23rd August, 1970	Or until further orders.

#### 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 the Government Printer,  
Colombo, December 14, 1968.

L. W. P. PERIS,  
Government Printer.

<i>Name of Officer</i>	<i>New appointment</i>	<i>Effective date of new appointment</i>	<i>Remarks</i>
Mr. A. S. WIJETUNGA	.. Addl. Magistrate, etc., Kegalle..	From 27th July, 1970	.. Until further orders
Mr. V. N. A. W. WICKREMASURIYA	Supernumerary Officer & Addl. Magistrate, etc., Badulla	From 27th July, 1970	.. do.
Mr. C. THIYAGARAJAH	.. Addl. District Judge, Kandy, at Matale	31st July to 5th August, 1970	.. During absence of Mr. S. SELLIAH
Mr. J. A. GUNARATNE	.. Addl. Magistrate, etc., Kalutara,	28th to 30th July & 3rd August, 1970	.. During absence of Mr. C. MANOHARA
Mr. M. J. PEERIS	.. Addl. Magistrate, etc., Badulla,	24th to 26th July, 1970	.. During absence of Mr. S.J. D. DE S. WIJEVABATNE
Mr. M. O. M. THAHIR	.. Addl. Magistrate, etc., Kurunegala	19th July, 1970	.. During absence of Mr. K. V. SWARNATHIPATHI
Mr. M. M. WIJESURIYA	.. Addl. Magistrate, Colombo, at Homagama, etc.	15th July, 1970	.. During absence of Mr. C. AMERASINGHE
Mr. M. L. N. WICKREMASINGHE	Addl. District Judge, etc., Galle,	26th July, 1970	.. During absence of Mr. C.V. UDALAGAMA
Do.	.. Addl. Magistrate, etc., Galle, ..	27th to 31st July, 1970	.. During absence of Mr. J. SENATHIRAJAH
Mr. A. SEEMAMPILLAI	.. Addl. District Judge, etc., Vavuniya & Mannar	9th to 11th August, 1970	.. During absence of Mr. M. B. G. DISSANAYAKE
Mr. P. V. SENATHIRAJAH	.. do. ..	4th to 8th August, 1970	.. do.
Mr. T. S. DOOLE	.. Addl. Magistrate, etc., Hambantota	21st July, 1970	.. During absence of Mr. H.W. SENANAYAKE
Mr. A. SIVAGURUNATHAN	.. Addl. Commissioner of Requests, etc., Colombo	22nd July, 1970	.. During absence of Mr. N. DEVENDRA
Mr. C. L. DE SILVA	.. Addl. District Judge, etc., Balapitiya	26th July, 1970	.. During absence of Mr. L. H. de ALWIS
Mr. D. SERASINGHE	.. Addl. Magistrate, etc., Tangalle	24th to 29th July, 1970	.. During absence of Mr. G. C. W. DE SILVA
Mr. L. W. FERNANDO	.. Addl. District Judge, Kandy, at Gampola,	24th and 25th July, 1970	.. During absence of Mr. L. A. GUNAWARDENE
Mr. S. MATHAVARAJAH	.. Addl. District Judge, etc., Trincomalee	31st July to 4th August, 1970	.. During absence of Mr. D.C.W. WICKREMASEKERA
Mr. N. J. V. COORAY	.. Addl. Magistrate, etc., Colombo	24th July, 1970	.. During absence of Mr. R. L. DE SILVA
Mr. N. CHINNIAH	.. Addl. District Judge, Batticaloa, at Kalmunai, etc.	23rd to 27th July, 1970	.. During absence of Mr. T. N. ABYEWIRA
Mr. H. G. PANDITHASEKERA	.. Addl. District Judge, etc., Chilaw and Puttalam	28th to 30th July, 1970	.. During absence of Mr. M. A. M. HUSSAIN
Mr. M. M. ABUTHAHIR	.. Addl. Magistrate, etc., Mannar	27th to 30th July, 1970	.. During absence of Mr. K. V. NAVARATNAM
Mr. P. V. SENATHIRAJAH	.. Addl. Magistrate, etc., Vavuniya	25th and 26th July, 1970	.. During absence of Mr. K. SINNATHAMBY
Mr. W. A. O. DE SILVA	.. Acting President, R.C., Bentota-Walallawiti Korale, etc.	27th July, 1970	.. During absence of Mr. G.H.G.F.N. DE SILVA
Mr. S. A. E. PINTO	.. Acting President, R.C., Puttalam Pattu, etc.	16th July, 1970	.. During absence of Mr. P. D. P. WIJESSEKERA
Mr. P. V. SENATHIRAJAH	.. Acting President, R.C., Vavuniya South, etc.	26th July, 1970	.. During absence of Mr. K. SINNATHAMBY
Mr. C. RASIAH ..	.. Acting President, R.C., Islands, etc.	3rd to 8th August, 1970	.. During absence of Mr. I. KIRUPAKARAN
Mr. P. N. PREMARATNE	.. Addl. President, R.C., Kuliya-pitiya D.R.O.'s Division, etc.	From 22nd August, 1970	.. To hear, determine and deliver judgement in R.C. Kuliya-pitiya Case No. 10779
Mr. G. SURIYARACHCHI	.. Acting President, R.C., Kuliya-pitiya D.R.O.'s Division etc.	17th July, 1970	.. During absence of Mr. S. KADAWATHARACHCHI
Mr. M. N. ABUTHAHIR	.. Acting President, R.C., Mannar	28th July, 1970	.. During absence of Mr. K. V. NAVARATNAM
Mr. S. P. P. JAYATILAKE	.. Addl. President, R.C., Wellessa-Bintenne, etc.	From 1st September, 1970	.. To hear determine and deliver judgement in R.C. Bibile Case No. B/C 1709
Mr. J. E. ILANGANTILAKE	.. Acting President, R.C., Pata Dumbara, etc.	6th and 7th August, 1970	.. During absence of Mr. G. NUGAWELA
Mr. C. KUMARAGE	.. Acting President, R.C., Dehigampal Korale, etc.	15th July, 1970	.. During absence of Miss. S. DHARMADASA
Mr. A. W. A. EMMANUEL	.. Acting President, R.C., Galgamuwa D.R.O.'s Division, etc.	31st July & 3rd August, 1970	.. During absence of Mr. M. M. PERERA
Mr. S. KARUNARATNE	.. Acting President, R.C., Siyane Korale East, etc.	27th July, 1970	.. During absence of Mr. W. B. DISSANAYAKE

SIRIMEVAN AMERASINGHE,  
Secretary,  
Judicial Service Commission.

## Other Appointments, &c.

No. 236 of 1970

My No. EB/A-258/2.

THE Honourable the Minister of Public Administration, Local Government and Home Affairs has been pleased to make the following appointments:—

Mr. T. DEVENDRA, Acting Government Agent in authority over the Administrative District of Matara, to be, in addition to his own duties, Local Authority under the Petroleum Ordinance for the Administrative District of Matara, with effect from July 6, 1970, until further orders.

B. MAHADEVA,  
Permanent Secretary.

Ministry of Public Administration,  
Local Government & Home Affairs,  
Torrington Square,  
Colombo 7, July 27, 1970.

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No. 237 of 1970

P 4/SV 33/7, P 4/SV 2/349,  
P 4/SV 20/26.

## 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, Jusey Maria Jayamanne, Minister of Justice, do hereby appoint—

1. Mr. MOHIDEEN MOHAMED HALALDEEN, Proctor, to be a Justice of the Peace and Unofficial Magistrate for the Judicial District of Anuradhapura.
2. Mr. BOMBUWALA DEWAGE ENDORIS FERNANDO, to be a Justice of the Peace for the Judicial District of Negombo.
3. Mr. PAVILON SEBAMALAI SINNATHURAI, to be a Justice of the Peace for the Judicial District of Jaffna.

J. M. JAYAMANNE,  
Minister of Justice.

Ministry of Justice,  
Colombo, 5th August, 1970.

8-489

## Government Notifications

### THE STAMP ORDINANCE

RULE made by the Minister of Finance under section 6 of the Stamp Ordinance (Chapter 247).

N. M. PERERA,  
Minister of Finance.

Colombo, 30th July, 1970.

#### Rule

The rule made under section 6 of the Stamp Ordinance (Chapter 247), and published in *Gazette* No. 14,707 of August 5, 1966, as last amended by rule published in *Gazette* No. 14,910 of June 11, 1970, is hereby further amended in the Schedule thereto, by the insertion, immediately after item 76, of the following new items:—

- “ 77. Postage and Revenue Stamps in the 50 cents denomination depicting the New Building of the Universal Postal Union issued to commemorate the Opening of the New Building of the Universal Postal Union Headquarters.
78. Postage and Revenue Stamps in the Re. 1/10 cents denomination depicting the New Building of the Universal Postal Union issued to commemorate the opening of the New Building of the Universal Postal Union Headquarters.
79. Postage and Revenue Stamps in the 5 cents denomination depicting an Oil Lamp which is the traditional symbol of learning and the caduceus which is the symbol of the Medical Profession issued to commemorate the Colombo Medical School Centenary.
80. Postage and Revenue Stamps in the 45 cents denomination depicting an Oil Lamp which is the traditional symbol of learning and the caduceus which is the symbol of the Medical Profession issued to commemorate the Colombo Medical School Centenary.”

8-309

## THE POST OFFICE ORDINANCE

RULE made by the Minister of Posts and Telecommunications under section 16 of the Post Office Ordinance (Chapter 190).

C. KUMARASURIER,  
Minister of Posts and Telecommunications.

Colombo, 29th July, 1970.

#### Rule

The rule made under section 16 of the Post Office Ordinance (Chapter 190) and published in *Gazette* No. 14,707 of August 5, 1966, as last amended by rule published in *Gazette* No. 14,910 of June 11, 1970, is hereby further amended, in the Schedule thereto, by the insertion, immediately after item 77, of the following new items:—

- “ 78. Postage and Revenue Stamps in the 50 cents denomination depicting the New Building of the Universal Postal Union issued to commemorate the opening of the New Building of the Universal Postal Union Headquarters.
79. Postage and Revenue Stamps in the Re. 1/10 cents denomination depicting the New Building of the Universal Postal Union issued to commemorate the opening of the New Building of the Universal Postal Union Headquarters.
80. Postage and Revenue Stamps in the 5 cents denomination depicting an Oil Lamp which is the traditional symbol of learning and the caduceus which is the symbol of the medical profession issued to commemorate the Colombo Medical School Centenary.
81. Postage and Revenue Stamps in the 45 cents denomination depicting an Oil Lamp which is the traditional symbol of learning and the caduceus which is the symbol of the medical profession issued to commemorate the Colombo Medical School Centenary.”

8-299

L. D.—B. 97/41.

PN 1880.

## THE MINUTES ON PENSIONS

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

FELIX R. D. BANDARANAIKE,  
Minister of Public Administration,  
Local Government and Home Affairs.

Colombo, 28th July, 1970.

#### Notification

The Minutes on Pensions, dated February 5, 1934, as amended from time to time, are hereby further amended by the insertion immediately after section 480 of the following new section:—

- “ 48P. Any public servant in Grade I or Grade II of the Ceylon Overseas Service whose post in that service had been declared pensionable whilst held by him and who has not attained the age of fifty-five years may, by written notice duly given to the Public Service Commission on or before August 15, 1970, elect to retire from the public service, and upon his retirement taking effect, be granted a pension or gratuity of such amount as would have been awarded to him under section 7 of these Minutes if he had retired from the public service on abolition of office.”

8-308

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

IN pursuance of section 2 of the Minutes on Pensions and subject to the provisions of the said Minute, it is hereby notified that the holder of the office specified below is eligible for pension with effect from the date on which he is appointed to such post.

## DEPARTMENT OF EXTERNAL AFFAIRS ABROAD

One post in Grade I of the Ceylon Overseas Service (whilst held by Mr. G. S. Peiris).

B. MAHADEVA,  
Permanent Secretary to the  
Ministry of Public Administration,  
Local Government and Home Affairs.

Ministry of Public Administration,  
Local Government and Home Affairs,  
Colombo 7, 28th July, 1970.

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## THE WAGES BOARDS ORDINANCE

## Notification

IT is hereby notified under regulation 26 of the Wages Boards Regulation 1943, that under section 9 of the Wages Boards Ordinance (Chapter 136), the Honourable Minister of Labour has been pleased to appoint Mr. Charles Wijesooriya, to be a member of the Wages Board for the Tyre and Tube Manufacturing, Tyre re-building, Rubber and Plastic Goods Manufacturing Trade, to represent the employers in that trade in place of Mr. Alfred Wijesooriya who has been removed from membership of the said Board under section 9 (4) (b) of the Ordinance.

A. E. GOGGERLY MORAGODA,  
Acting Permanent Secretary,  
Ministry of Labour.

Colombo, 3rd of August, 1970.

8—316

## NOTICE

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

I, Senevaratne 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, Puttalam, 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.

26th March, 1970.

## SCHEME FOR THE IMPROVEMENT OF MINOR IRRIGATION WORKS

1. Name and description of work: Anaivilunthan Tank 1/6 (5.15 × 8.60).

2. Extent and nature of lands irrigable under the scheme—  
Private land: ... 200 acres approximately.  
Crown land: ... — acres approximately.

3. Terms agreed upon:—

(1) The construction of the following items of the necessary work namely—  
(a) Raising of the Tank Bund.  
(b) Construction of three Nos. Sluices.  
(c) Construction of a Regulator.  
up to the estimated cost of Rs. 130,000 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.

8—329/1

## NOTICE

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

I, Senevaratne 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, Puttalam, 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.

26th March, 1970.

## SCHEME FOR THE IMPROVEMENT OF MINOR IRRIGATION WORKS

1. Name and description of work: Suruwila Tank 1/6 (5.80 × 8.05).

2. Extent and nature of lands irrigable under the Scheme—  
Private land: ... 150 acres approximately.  
Crown land: ... — acres approximately.

3. Terms agreed upon:—

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

(a) Construction of Tank Bund.  
(b) Construction of 4 Nos. Sluices.

up to the estimated cost of Rs. 115,000 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.

8—329/2

## NOTICE

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

I, Senevaratne 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, Puttalam, 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

26th March, 1970.

## SCHEME FOR THE IMPROVEMENT OF MINOR IRRIGATION WORKS

1. Name and description of work: Maiyawa Tank 1/6 (6.05 × 7.15).

2. Extent and nature of lands irrigable under the Scheme—  
Private land: ... 150 acres approximately.  
Crown land: ... — acres approximately.

3. Terms agreed upon:—

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

(a) Improvements to Tank Bund.  
(b) Construction of 4 Nos. Sluices.  
(c) Construction of a Clear Overfall Spill.

up to the estimated cost of Rs. 140,000 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 contribution 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.

8—329/3

**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, Puttalam, 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.

26th March, 1970.

**SCHEME FOR THE IMPROVEMENT OF MINOR IRRIGATION WORKS**

1. Name and description of work: Tinipitigama-Marakalagama SWE Scheme. 1/11 (6.90 × 1.30).

2. Extent and nature of lands irrigable under the Scheme—  
Private land : .... 205 acres approximately.  
Crown land : ... — acres approximately

3. Terms agreed upon:—

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

(a) Construction of Bund.

(b) Construction of Eight Nos. 2 Bay Regulators.

up to the estimated cost of Rs. 140,000 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.

S-329/4

L. D.—B. 27/70.

**THE CEYLON BROADCASTING CORPORATION ACT,  
No. 37 of 1966**

REGULATIONS made by the Minister of Information and Broadcasting under section 45 (1) of the Ceylon Broadcasting Corporation Act, No. 37 of 1966.

R. S. PERRERA,  
Minister of Information and Broadcasting.

Colombo, August 10, 1970.

**Regulations**

1. These regulations may be cited as the Ceylon Broadcasting Corporation (Consultative Committees) Regulations, 1970.

2. (a) The Corporation may establish such number of consultative committees as the Corporation considers necessary to advise the Corporation on matters relating to broadcasting referred to in paragraph (3).

(b) A consultative committee established under paragraph (1) is hereafter in these regulations referred to as an "Advisory Committee".

(c) The Corporation shall assign to each Advisory Committee one or more of the matters set out in the Schedule hereto or such other matters as may be determined from time to time, by the Corporation with the concurrence of the Minister.

(d) The Corporation shall appoint one member of each Advisory Committee to be its Chairman.

(e) Every Advisory Committee, other than any such Committee to which any matter pertaining to any religion is assigned, shall consist of not more than six members, of whom not more than four members shall be appointed by the Corporation and not more than two members shall be appointed by the Minister.

(f) Every Advisory Committee to which any matter pertaining to any religion is assigned shall consist of not more than ten members, of whom the Minister may appoint not more than four members, and the Corporation may appoint not more than six members.

(g) Every Advisory Committee shall meet at least once in every three months and a person nominated by the Director-General shall be present at every such meeting and shall function as Secretary of such Committee.

(h) In the exercise of its powers and the performance of its functions under this Act, the Corporation may in its discretion refer any matter to the appropriate Advisory Committee for advice.

3. (a) The Corporation shall establish a consultative committee consisting of the Chairman of all Advisory Committees and three other persons appointed by the Minister to advise the Corporation generally on all matters relating to broadcasting.

(b) The consultative committee established under paragraph (1) is hereafter in these regulations referred to as the "General Advisory Council".

(c) The Corporation shall, with the concurrence of the Minister, appoint one member of the General Advisory Council to be its Chairman.

(d) The General Advisory Council shall meet once in every two weeks and the Director-General or his authorized representative shall be present at such meetings. A person nominated by the Director-General shall function as the Secretary of the Council.

4. (a) The Corporation may establish such number of consultative committees as the Corporation considers necessary for the purpose of assisting the Corporation to assess the value of different programmes broadcast by the Corporation. Each such Committee shall consist of such number of radio listeners as the Corporation determines.

(b) A Consultative Committee established under paragraph (1) is hereafter, in these regulations referred to as a "Listeners' Panel".

(c) The Corporation shall appoint a Chairman and Secretary to each of the Panels so established.

(d) The Corporation shall determine the duties and functions of the Listeners' Panels and the procedure to be followed at meetings of such Panels.

5. It shall be the duty of each Advisory Committee and Listeners' Panel to tender advice to the Corporation in respect of any matter assigned to such Committee or Panel.

6. (a) Every member of an Advisory Committee or a Listeners' Panel or a member of the General Advisory Council appointed by the Minister shall, unless he vacates office by resignation, removal or death, hold office for a period of three years and shall be eligible for re-appointment:

Provided that a member appointed in place of a member who has ceased to be a member before the expiry of his term of office shall, unless he vacates office by resignation, removal or death, hold office for the un-expired period of the term of office of the member whom he succeeds.

(b) The Minister may without assigning any reason terminate the membership of any member of an Advisory Committee, or a Listener's Panel or a member of the General Advisory Council.

(c) Every Chairman of an Advisory Committee shall, on ceasing to be the Chairman of such Committee cease to be a member of the General Advisory Council.

7. (a) Every decision made by the Advisory Committee, the General Advisory Council and by a Listeners' Panel shall be by the majority vote of the members present and voting at such meeting. In the event of an equality of votes, the Chairman or the person presiding at such meeting shall have a second or casting vote.

(b) The quorum for a meeting of—

(i) an Advisory Committee or a Listener's Panel shall be three members of such Committee or Panel;

(ii) the General Advisory Council shall be seven members of such Council.

8. In these regulations—

"Act" means the Ceylon Broadcasting Corporation Act, No. 37 of 1966;

"Corporation" means the Ceylon Broadcasting Corporation established under the Act;

"Director-General" means the Director-General appointed under section 19 of the Act; and

"Minister" has the same meaning as in the Act.

## SCHEDULE

- (a) Buddhist Affairs
- (b) Christian affairs
- (c) Hindu affairs
- (d) Muslim affairs
- (e) School education
- (f) Adult education
- (g) Spoken word programmes, including dramas, talks, forums and other features in Sinhala
- (h) Spoken word programmes, including dramas, talks, forums and other features in Tamil
- (i) Spoken word programmes, including dramas, talks, forums and other features in English
- (j) Music in Sinhala
- (k) Music in Tamil
- (l) Music in English
- (m) Science, industry and medicine
- (n) Agriculture and rural affairs
- (o) Youth affairs
- (p) Women's programmes
- (q) Commercial Service programmes
- (r) Commercial advertising
- (s) World affairs and news
- (t) National integration.

8-491

## MILK BOARD ACT, No. 12 OF 1954

## Notification

IT is hereby notified for general information that the Honourable Minister of Agriculture and Lands has been pleased, under section 4 (i) of the Milk Board Act, No. 12 of 1954, as amended by Act No. 18 of 1964 and No. 9 of 1957, to appoint Mr. M. V. Alahakoon, as a member of the Milk Board from 24.7.1970.

A. T. M. SILVA,  
Permanent Secretary,  
Ministry of Agriculture and Lands.

Ministry of Agriculture and Lands,  
Vauxhall Street,  
Colombo 2, 5th August, 1970.

8-418

## CEYLON PETROLEUM CORPORATION

## Notice of Disclaimer

WHEREAS by a notice of claim published in *Gazette* No. 13,035 of the 26th April, 1962, under sub-section 1 of section 34 of the Ceylon Petroleum Corporation Act, No. 28 of 1961, as amended by the Ceylon Petroleum Corporation (Amendment) Act, No. 5 of 1963, the property described in item 16 of the schedule to the said notice of claim and morefully described in the schedule hereto has been declared to be notified property within the meaning of section 34 of the said Act.

I, LAVANA BANDAAR MADURAWA, being an officer of the Ceylon Petroleum Corporation authorised in that behalf by the Hon. Minister, do hereby under the provisions of sub-section 4 of section 34 of the said Act, disclaim the need for the purpose of the Corporation of the property described in the Schedule herto.

LAVANA B. MADURAWA,  
General Manager,  
Ceylon Petroleum Corporation.

Colombo, 6.8.1970.

## SCHEDULE

All that allotment of land depicted in Plan No. 476 dated 1.2.59. made by W. M. Perera, Licensed Surveyor, containing in extent nil acres, nil rood, ten decimal five four perches (0A. 0R. 10.54P.), bearing assessment No. 16. Yatinuwara Veediya, situated at Yatinuwara Veediya in the District of Kandy, Central Province, and bounded on the north by the same land bearing assessment No. 18, east by remaining portion of premises bearing assessment No. 12 and 16, south by premises bearing assessment No. 10, and west by Yatinuwara Veediya.

(Shell—Kandy, Brownrigg Street.)

(LA/B/126).

8-468

My No. C/I. 1<sup>9</sup>

## THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by the Arbitrator to whom the industrial dispute which had arisen between The Ceylon Mercantile Union, 22 1/1, Upper Chatham Street, Colombo 1 and Messrs. Walker Sons & Co. Ltd., Main Street, Colombo 1 was referred by Order dated January 21st, 1970 made under Section 4 (1) of the Industrial Disputes Act, Chapter 131 as amended and published in *Ceylon Government Gazette* No. 14,892 of February 5th, 1970 for settlement by arbitration is hereby published in terms of Section 18 (1) of the said Act.

W. L. P. de Mel,  
Commissioner of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 6.  
July 31, 1970.

In the matter of an industrial dispute

between

The Ceylon Mercantile Union,  
22, 1/1, Upper Chatham Street,  
Colombo 1,

and

M/s. Walker Sons & Co., Ltd.,  
Main Street,  
Colombo.

## Award

The Honourable Minister of Labour and Employment by order dated 21st January 1970 referred to me under Section 4 (1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (1956 Revised Edition), as amended by Acts, Nos. 14 of 1957, 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 an industrial dispute between the Ceylon Mercantile Union and M/s. Walker Sons and Company Limited. The matter in dispute was whether the termination of the services of Mr. Gabriel Perera by the management of M/s. Walker Sons & Co., Ltd., is justified and to what relief is Mr. Gabriel Perera entitled. Hereinafter Mr. Gabriel Perera will be referred to as 'Gabriel', the Ceylon Mercantile Union as 'the Union' and M/s. Walker Sons & Company Limited as 'the Company'. At the inquiry the Union was represented by its General Secretary, Mr. Bala Thampoe and the Company by Mr. S. R. de Silva, Assistant Secretary of the Employers' Federation of Ceylon.

Gabriel joined the services of the Company on 10.6.63 as an apprentice, on the termination of which he was employed as a coppersmith from 3.7.67 until his services were terminated. On the 3rd November 1969, the Company issued Gabriel with a notice of suspension for threatening Mr. Muller with bodily harm at 2.45 p.m. on the same day in the presence of Mr. Loos, and requiring him to submit his explanation. Messrs. Muller and Loos are engineers in the Company. After receipt of Gabriel's explanation (produced marked R3), the Company held a domestic inquiry consequent upon which Gabriel's services were terminated with effect from 4th November 1969 by letter of 15th November 1969 (produced marked R2). Though there are many points on which the Union and the Company are at one, the two versions of the incidents of 3rd November are substantially different on matters crucial to this case.

Messrs. Muller and Loos have given evidence on behalf of the Company. The evidence for the Company is that on 3rd November some time after 2 p.m. Mr. Muller saw Gabriel driving a Lister truck belonging to the Company in the yard. Gabriel had no authority to drive the truck. Mr. Muller then inquired from Mr. Loos whether the latter had authorised Gabriel to drive the truck and the latter said that no such authority had been given. Mr. Loos in Mr. Muller's presence questioned the driver of the truck who denied having allowed Gabriel to drive the truck. On being questioned by Mr. Loos Gabriel admitted having driven the truck, but stated that the driver had allowed him to do so. Mr. Loos then confronted Gabriel with the driver whereupon Gabriel admitted that the driver had not allowed him to drive the truck. On being questioned by Mr. Loos as to why he drove the truck Gabriel replied that he did so because it was there and pointing to Mr. Muller said "mayath dakka" "මෙයක් දක්කා" (He also saw).

Gabriel's demeanour and attitude was one of defiance. Mr. Muller's evidence on this aspect of the incident is corroborated by Mr. Loos on all material particulars.

Mr. Muller thereafter walked up with Mr. Loos towards the latter's office, washed his hands and went into a room known as the Gauge Room. This room has only one door about 4 feet wide. According to Mr. Muller, Gabriel came into this room, stood at the doorway and addressed Mr. Muller in Sinhala in the following terms—මහොම පුලුදෙකට මම විපේචි කරන්න පුළුවන් නම් කඩුද කියලා හිතා ගන්නද?

(For a trivial thing such as this, can you report me) (Who do you think I am). Gabriel's attitude was aggressive. Mr. Muller told him that he had reported him, that he would receive a show cause notice and that he should give his defence in reply. Gabriel then said "shama karanda puluvanda" "එහෙම කරන්න පුළුවන්ද" (Can that be done). Mr Muller thereupon asked Gabriel to leave the room which he did not do. Mr. Muller repeated his request, but still there was no reaction from Gabriel. According to Mr. Muller he walked out of the room and in so doing brushed past Gabriel as Gabriel had planted himself in the doorway. Mr. Muller's evidence on this point is as follows:—

Q. In all how many times did you ask Gabriel to leave ?

A. Twice.

Q. And he did not do so ?

A. No.

Q. What did you do ?

A. I brushed past him and there was physical contact.

Q. What was the exact physical contact ?

A. My shoulder brushed against his chest. He must have turned to let me go.

Q. Did you deliberately brush your shoulder against his chest ?

A. Not consciously.

Mr. Muller's position was that he could not in the circumstances make his exit without the physical contact which he described.

Mr. Muller on leaving the Gauge Room met Mr. Loos and asked the latter to issue Gabriel with a suspension.

Mr. Loos walked up to the Machine Shop with Mr. Muller and summoned Gabriel whereupon Gabriel began to shout at the top of his voice at Mr. Muller uttering statements like "Umbawa Maranawa", "උමඹ මරනවා" "Umbawa Bawanawa", "උමඹ බවනවා", "Eliyata Avoth Kapanawa", "එලියට දාවෙන්න කපනවා". (I will kill you. I will put you down and if you come out I will cut you). Gabriel was gesticulating at the time he made these utterances. Gabriel himself does not deny these threats and remembers having used words such as "Gahanawa", "Bawanawa" and "Eliyata enda epa" "හෙතරා බවෙනවා" "එලියට එන්න එපා". Mr. Loos then asked Gabriel to get back to his place of work as the latter appeared to be in a temper. Thereafter Mr. Loos returned to his office and Mr. Muller went upstairs saying that he was going to have a charge sheet issued on Gabriel.

Gabriel's version of the incidents of 3rd November is substantially different. While admitting having driven the Lister truck, Gabriel said he did so to play a practical joke on the driver. Gabriel said that while he was in the truck Mr. Muller questioned him, while Mr. Muller's position is that he did not question Gabriel about the Lister truck incident but instead brought the matter to Mr. Loos' notice and it was the latter who questioned Gabriel. Gabriel states that Mr. Muller told him that he had no authority to drive the truck and that he was going to report him. Thereafter Mr. Muller went into the Gauge Room. Gabriel followed him into the room and said to Mr. Muller "Please excuse me for what I did. Do not report me". Mr. Muller said that there was nothing to discuss between them and he caught Gabriel by the neck and pushed him. This incident was witnessed by John and Sirisena, two other employees who were in the Gauge Room at the time. Mr. Muller does not deny that they were present. On being pushed, Gabriel claims that he was flung against a not in the Gauge Room and he, Gabriel, immediately began scolding Mr. Muller. The latter went out of the room to call Mr. Loos. In the meantime Gabriel left the room and returned to his work place and when Mr. Loos arrived on the scene with Mr. Muller Gabriel continued scolding Mr. Muller. Gabriel claims that it was at this stage that Mr. Loos questioned him about the Lister truck and that he informed Mr. Loos that he was scolding Mr. Muller because Mr. Muller had pushed him by the neck. I have no hesitation in accepting the evidence of Mr. Muller and Mr. Loos that Gabriel was questioned about the Lister truck incident before the Gauge Room incident and I am satisfied that the Gauge Room incident was a sequel to Gabriel being questioned by Mr. Loos about the Lister truck.

The crucial question of fact is what exactly transpired in the Gauge Room. In R2 the Company has stated that it does not accept that Mr. Muller pushed Gabriel by the neck and that even if he had done so Gabriel's subsequent conduct cannot be condoned. Both Mr. Muller and Mr. Loos conceded that if Mr. Muller had pushed Gabriel by the neck as alleged by Gabriel his reaction to it was to be expected. On a careful consideration of the evidence I am of the view that Gabriel's description of the Gauge Room incident is highly exaggerated and I accept Mr. Muller's evidence of what transpired in the room. Gabriel's position is that he followed Mr. Muller to the Gauge Room to ask for pardon, but was unable to give a satisfactory explanation as to why he did not ask for pardon at the time he says Mr. Muller questioned him. The Union's suggestion

that if Mr. Muller did not push Gabriel, Gabriel's reaction is more or less meaningless, is more applicable to Gabriel's version of the Gauge Room incident. According to Gabriel himself Mr. Muller's reaction to Gabriel's request for pardon was utterly unprovoked. Mr. Muller's explanation for Gabriel's behaviour appears more probable.

According to Mr. Muller, Gabriel when he came into the Gauge Room appeared to be angry that Mr. Muller should have reported him to Mr. Loos over an incident which Gabriel thought was trivial. When Mr. Muller brought Mr. Loos for a second time and Gabriel saw Mr. Muller with Mr. Loos in all probability Gabriel realised that he had been reported again. He thereupon became angry and threatened Mr. Muller. Thus, in the context of the Company's description and sequence of events, there appears to be a reason for Gabriel's behaviour. The Union's description of the Gauge Room incident leaves Mr. Muller's conduct unexplained. Sirisena, the only other witness who gave evidence to support Gabriel's position that he was pushed by the neck contradicts Gabriel on certain important matters. Sirisena says that he saw Mr. Muller push Gabriel by the neck after Gabriel had asked for pardon but contradicts Gabriel's evidence that he was flung against the net. Incidentally, Gabriel himself admitted that at the domestic inquiry he did not mention that he was flung against the net. Further, according to Sirisena that on being pushed Gabriel left the room does not corroborate Gabriel's story that he immediately began scolding Mr. Muller. This supports the Company's case that the threats commenced not in the gauge Room nor immediately after the Gauge Room incident but only when Mr. Muller turned up with Mr. Loos at Gabriel's work place.

Gabriel's reaction was therefore not immediate and as claimed by the Company was the outcome of a second report made by Mr. Muller to Mr. Loos which Gabriel guessed when he saw Mr. Muller with Mr. Loos. I accept the evidence of Mr. Muller and Mr. Loos that Gabriel was questioned about his having driven the Lister truck before Gabriel met Mr. Muller in the Gauge Room so that it is unlikely that Gabriel's visit to the Gauge Room was with a view to asking Mr. Muller for pardon and to request him not to report him. Inasmuch as Gabriel had already been questioned by Mr. Loos Gabriel obviously knew that he had already been reported.

A further point urged on behalf of the Company was that the first complaint that Gabriel made to Mr. Loos or to anyone in authority that Mr. Muller had pushed him by the neck was at about 3.30 p.m. on the 3rd which was about 45 minutes after the alleged incident in the Gauge Room. According to Mr. Loos Gabriel came into his room about 3.30 p.m. and wanted him to make a report to the effect that Mr. Muller pushed him by the neck whereupon Mr. Loos asked him to give it in writing. The reason for Mr. Loos' request was that he had had experiences of workers making complaints and later going back on them; and in any event since the complaint was against another executive, Mr. Loos himself could not deal with the matter and it would have to be dealt with by a higher authority.

Mr. Loos' request is in no way unreasonable. No written complaint was made. At about 4.40 p.m. on the same day Mr. Loos sent for Gabriel to hand to him the suspension order and Gabriel again mentioned that he wished to make a report and Mr. Loos repeated his earlier request that it should be in writing. No written complaint was finally given. Gabriel has undoubtedly shown great reluctance to communicate his complaint in writing and his explanation in this Court that he thought it would be put into the waste-paper basket cannot be accepted. It is of significance that in their evidence both Mr. Muller and Mr. Loos said that at the time Gabriel threatened Mr. Muller, no complaint was made by Gabriel that Mr. Muller had pushed him by the neck. This position was not contested in cross-examination. It was only when Gabriel gave evidence that he took up the position that he told Mr. Loos at the time he was scolding Mr. Muller that the latter had pushed him by the neck. Further, in R2 dated 15th November, 1969, the Company has stated: "We do not accept your evidence that on this occasion Mr. Muller pushed you by the neck. You made no complaint about this to anyone in authority till some time had elapsed after the alleged incident." There is no evidence that either Gabriel or the Union contested this position at the time this letter was sent or even afterwards until Gabriel himself gave evidence though I would have expected that the matter was important enough to be controverted if it was untrue at a much earlier stage. Gabriel further claims that before he complained to Mr. Loos at 3.30 p.m. he complained to another Engineer, Mr. de Silva. The latter has denied this in evidence. Mr. de Silva has also denied Sirisena's evidence that he mentioned to Mr. de Silva at about 3.10 p.m. that he had seen Mr. Muller push Gabriel by the neck. According to Mr. de Silva, Sirisena told him at about 3.10 p.m. on the 3rd that there was a small incident in the Gauge Room. Mr. de Silva inquired whether he, Sirisena, was involved. Sirisena answered in the negative whereupon Mr. de Silva asked Sirisena to put down in writing any complaint he had and went away as he was busy at the time. He had no idea at the time that the incident involved Mr. Muller. Mr. de Silva like Mr. Muller and Mr. Loos struck me as being a truthful witness and I accept his evidence. I hold that Mr. Muller did not push Gabriel by the neck as alleged by Gabriel and that Gabriel's threats were therefore not the result of his having been pushed by the neck by Mr. Muller.

Mr. Tampoe for the Union argued that the threats issued by Gabriel against Mr. Muller were empty threats, and that he did not intend to carry them out.

The impressions of Mr. Muller and Mr. Loos have been otherwise. Mr. de Silva for the Company pointed out that Gabriel's threat "Eliyata Awoth Kapanawa" එලියට ආවොත් කපනවා suggests that the threats were not empty though he may have realised that he would not be able to carry them out in the work place. Mr. de Silva further submitted that even if Gabriel did not intend to carry out his threats the Company's action was nevertheless justified. I agree. Nor am I able to agree with the Union that the threats were empty.

Mr. Tampoe also drew my attention to the fact that in R2 the Company has found, on the evidence led at the inquiry, that Gabriel had "abused Mr. Muller in the most offensive language and also threatened him with bodily harm". He submitted that the words uttered by Gabriel as repeated by Mr. Muller in this Court do not amount to abuse. Mr. de Silva for the Company submitted that it would suffice for the purposes of his case if the words constituted a threat of bodily harm as that was a more serious matter than abuse. I am in agreement with him. It has not been contested that the words amounted to a threat of bodily harm. Mr. de Silva further argued that the words could be construed as abuse considering the relationship of superior and subordinate that existed between Mr. Muller and Gabriel in the Company. He drew my attention to the fact that according to the Shorter Oxford Dictionary abuse includes "to wrong with words", "to malign", "injurious speech". He also referred me to Soule's Dictionary of English Synonyms, according to which abuse carried the meaning 'dishonour', 'mal-treat', 'harm', 'injure', 'hurt', 'ill-treat', 'revile'. The language used, I think, could legitimately be considered by Mr. Muller as offensive in view of the relationship of superior and subordinate existing between them and as they were used in the presence of other employees of the Company.

Mr. de Silva for the Company submitted to me that if abuse justifies termination so must threats of bodily harm made against a superior officer as the latter is the more serious misconduct of the two. He referred me to an unreported decision of the Supreme Court of Ceylon in A. Baur & Company Limited vs. Ceylon Manure Industries Workers' Union S/C. 43/63 reported at page 212 of 'Law of Industrial Adjudication' by W. E. M. Abeyskera where the Supreme Court held that the finding of a Labour Tribunal that abuse by itself does not justify dismissal was an erroneous expression of opinion on a matter of law. He also referred me to the decision of H. N. G. Fernando (C.J.) and Sirimanne (J) in Heath & Co., Ltd., vs. Kariyawasam, 71, N. L. R. 382, where the Court said that "the use of obscene language when addressing the employer's representative, a contemptuous disregard for any form of discipline coupled with threats of violence should not be condoned in the name of industrial peace". The Court also said "The workman merely denied that he used the obscene words complained of and admitted —as indeed he must—that, had such words been used, the dismissal of an employee would be justified." This decision, though not directly in point, lends at least some support to the view that use of obscene words against a superior officer justifies dismissal. I have no doubt that threats of bodily harm against a superior officer would justify termination. I am unable to accept the Union's contention that the punishment meted out to Gabriel was too harsh in the circumstances and I therefore hold that the termination of Mr. Gabriel Perera's services is justified.

The only other question that arises for consideration is the question of relief. The Union has claimed reinstatement with the imposition, if I think fit, of some other punishment in lieu of dismissal. In view of my finding that the termination is justified, no question of reinstatement or compensation arises. However, on the last date of inquiry, 29th June 1970, Mr. Percy Perera, Branch Secretary representing the Union as the spokesman for Gabriel addressed me at length in Sinhala and submitted that Gabriel is a young man on the threshold of his career. He is a skilled workman and would like to mend his ways. Mr. Percy Perera summed up his position in Gabriel's own words thus "Magey Kata Varethuna" "මගේ කට වැරද්දා"—"Nokiya Yuttak Kiyavuna". "නොකිය යුත්තක් කියවුනා". In other words, Mr. Percy Perera wanted to say that Gabriel never intended to utter those offending words, but they just escaped his lips.

Gabriel's desire to mend his ways is praiseworthy and he could more readily accomplish this in a different milieu (the word 'milieu' has no exact equivalent in English as it implies both centre and environment or setting).

Although the Union's claim for relief has been confined to reinstatement, I would strongly recommend to the Company to take into account Gabriel Perera's 7 years' service and pay him a sum of Rs. 2,000 ex gratia. I am confident that the Company will accept this recommendation in view of their readiness to adopt my suggestion.

I make my award accordingly.

W. D. THAMOTHERAM,  
Arbitrator.

Dated at Colombo this 14th day of July, 1970.

No. C/I. 597.

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

Order under Section 4 (1)

WHEREAS an industrial dispute in respect of the matter specified in the statement of the Commissioner of Labour which accompanies this Order exists between All Ceylon Commercial and Industrial Workers' Union, No. 47, Jayantha Weerasekera Mawata, Colombo 10, and Messrs. Lanka Weaving Mills Ltd., Velona, Moratuwa.

Now, therefore, I, Michael Paul de Zoysa Siriwardena, Minister of Labour, do, by virtue of the powers vested in me by section 4 (1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (1956 Revised Edition), as amended by Acts, Nos. 14 of 1957, 62 of 1957, 4 of 1962 and 39 of 1968 (read with Industrial Disputes (Special Provisions) Act, No. 37 of 1968), hereby refer the aforesaid dispute to Labour Tribunal No. XV for settlement by arbitration.

M. P. DE Z. SIRIWARDENA,  
Minister of Labour.

Colombo, 4th August, 1970.

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

In the matter of an industrial dispute

between

All Ceylon Commercial and Industrial Workers' Union, No. 47,  
Jayantha Weerasekera Mawata, Colombo 10

and

Messrs. Lanka Weaving Mills Ltd., Velona, Moratuwa.  
STATEMENT OF MATTER IN DISPUTE

The matter in dispute between the aforesaid parties is whether the non offer of work to the following employees who are members of the All Ceylon Commercial & Industrial Workers' Union by the management of Messrs. Lanka Weaving Mills Ltd., is justified and to what relief each of them is entitled.

1. Wimalasiri Wijeratne
2. H. Basil Nonis
3. H. D. Albert Jayathilake
4. V. Gabriel
5. Duke Fernando
6. D. Ariyapala
7. Lionel Fernando
8. W. Somadasa
9. Mahilal Peiris
10. R. S. Wickramasuriya
11. M. W. Jayasekera
12. H. A. Jayaweera
13. N. Somadasa
14. Cyril Fernando
15. Piyasiri Peiris
16. Soma Deraniyagala
17. Tesin Weerasinghe
18. T. T. Shelton Peiris
19. W. Mahindaratne
20. Daya Malini
21. D. M. Somalatha
22. P. Seelawathie
23. Yasapala
24. Dayananda

Dated at the office of the Commissioner of Labour, Colombo,  
this 3rd day of August, 1970.

W. L. P. DE MEL,  
Commissioner of Labour.



My No. O/I. 487.

**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 Ceylon Mercantile Union, 22 1/1, Upper Chatham Street, Colombo 1, of the other part, on the 29th day of April, 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 5, August 4, 1970.

W. L. P. DE MEL,  
Commissioner of Labour.

**Collective Agreement No. 3 of 1970**

THIS COLLECTIVE AGREEMENT made this twenty-ninth day of April, 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 20 and 100, Airport Road, Ratmalana (hereinafter referred to as "the Company"), of ONE PART and THE CEYLON MERCANTILE UNION, a trade union duly registered under the provisions of the Trade Unions Ordinance and having its registered office at 22 1/1, Upper Chatham Street, Colombo 1 (hereinafter referred to as "the Union"), of the OTHER PART witnesseth and it is hereby agreed between the parties as follows :

TITLE : This Agreement shall be known and referred to as the Clerical and Other Specified Staff Collective Agreement of 1970.

**PART I**

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

1. *Employer to be Bound.*—This Agreement shall bind the Bata Shoe Company of Ceylon Limited.
2. *Employees to be covered and Bound.*—(i) Clerks, typist clerks, stenographers and telephone operators.  
(ii) In-charges, instructors, quality controllers, manipulators, cement distributors, assistant stock-keepers, category-in-charges and design assistants.  
(iii) All comparable staff, who are members of the Union, save and except—
  - (a) staff holding executive or managerial positions,
  - (b) staff employed in manual work,
  - (c) all employees not covered by (i), (ii) and (iii) above.
3. *Union to be bound.*—This Agreement shall bind the Ceylon Mercantile Union.
4. *Date of Operation and Duration.*—This Agreement shall be effective as from the twenty-ninth day of April, One Thousand nine hundred and seventy and shall thereafter, subject to Clause 4 of Part II hereof continue in force unless it is determined by either party giving six month's notice in writing to the other. Provided, however, that neither party hereto shall give such notice to the other party before the First day of July, One Thousand nine hundred and seventy-one.
5. *General Terms and Conditions of Employment.*—(i) The terms and conditions of this Agreement shall, as from the date hereof and during the continuance in force of this Agreement, be deemed to be included in all the contracts of service between the Company and an Employee covered and bound by this Agreement, whether such contracts of service be written or oral, which are subsisting as at the date hereof or which comes into being during the continuance in force of this Agreement.  
(ii) Where an employee was immediately prior to the date hereof entitled or becomes entitled on or after that date under or by virtue of any law or under any contract, agreement, award or custom to any rights or privileges more favourable than those to which he would be entitled under this Agreement nothing in this Agreement shall be deemed or construed to authorise or permit the Company to withhold, restrict or terminate such rights or privileges.
6. *Hours of Work.*—The normal working hours shall, during the continuance in force of this Agreement, be those hours which are customarily worked in the Company.
7. *Overtime.*—(i) Any work which is performed in excess of normal working hours shall be remunerated at one and one-half (1½) times the normal hourly rate.  
(ii) Where it appears that an employee on being asked to work overtime, other than on a weekly holiday, is likely to work overtime for a period of more than two (2) hours after the normal working hours, the Employee shall be entitled to an interval of not less than thirty (30) minutes at the end of such normal working hours before commencing overtime work.
8. *Weekly Holidays.*—Subject to Clause 11 of Part I hereof, the following provisions shall govern weekly holidays :—
  - (i) Subject to sub-clause (4) hereof, the weekly holidays prescribed by the Act shall be the weekly half holiday and the weekly full holiday as defined in Part III hereof.
  - (ii) Work performed on not more than two such weekly holidays in any one calendar month may, at the instance of the Company and with the consent of the Employee, be paid for in the manner set out hereunder and the Employee on being paid in the manner set out hereunder shall not be entitled to a half holiday or a full holiday as the case may be, in lieu :—
    - (a) For any work performed after the normal closing time up to 5 p.m. on the weekly half holiday, the Employee shall be paid overtime remuneration at double the normal hourly rate for each hour or proportionately for any fraction of an hour.
    - (b) For any work performed after 5 p.m. on the weekly half holiday, the Employee shall be paid overtime remuneration at treble the normal hourly rate for each hour or proportionately for any fraction of an hour.
    - (c) In addition to the remuneration payable under paragraph (a) above or paragraphs (a) and (b) above, the Employee shall be paid the equivalent of the Employee's salary for one half day.
    - (d) For any work performed under and up to four (4) hours before 1 p.m. on the weekly full holiday the overtime remuneration payable to the Employee shall be one-thirtieth (1/30th) of the Employee's monthly salary.
    - (e) For any work performed in excess of four (4) hours and up to eight (8) hours before 5 p.m. on the weekly full holiday the overtime remuneration payable to the Employee shall be one-thirtieth (1/30th) of the Employee's monthly salary in respect of the excess hours.
    - (f) For any work performed in excess of eight (8) hours or continuing after 5 p.m. on the weekly full holiday, the Employee shall be paid overtime remuneration at treble the normal hourly rate for each hour or proportionately for any fraction of an hour of such excess.
    - (g) In addition, to the remuneration payable under paragraph (d), or paragraphs (d) and (e) or paragraphs (d), (e) and (f) above, the Employee shall be paid the equivalent of the Employee's salary for one day.
  - (iii) Where an Employee has performed work on not more than two weekly holidays, in any one calendar month and has been paid for such work in the manner set out in the preceding sub-clause, then in respect of work performed on any further weekly holidays in the same calendar month, the Employee shall be remunerated in the manner set out hereunder and shall be entitled to and allowed a half holiday and/or a full holiday in lieu of the weekly half holiday and/or the weekly full holiday as the case may be :—
    - (a) For any work performed after the normal closing time up to 5 p.m. on the weekly half holiday, the Employee shall be paid overtime remuneration at double the normal hourly rate for each hour or proportionately for any fraction of an hour.

- (b) For any work performed after 5 p.m. on the weekly half holiday, the Employee shall be paid overtime remuneration at treble the normal hourly rate for each hour or proportionately for any fraction of an hour.
- (c) For any work performed under and up to four (4) hours before 1 p.m. on the weekly full holiday, the Employee shall be paid overtime remuneration at one thirtieth (1/30th) of the Employee's monthly salary.
- (d) For any work performed in excess of four (4) hours and up to eight (8) hours before 5 p.m. on the weekly full-holiday, the Employee shall be paid overtime remuneration at one thirtieth (1/30th) of the Employee's monthly salary in respect of the excess hours.
- (e) For any work performed in excess of eight (8) hours or continuing after 5 p.m. on the weekly full holiday, the Employee shall be paid overtime remuneration at treble the normal hourly rate for each hour or proportionately for any fraction of an hour of such excess.

9. *Casual Leave.*—Leave for private business or for any other reason whatsoever including ill-health, if an Employee's entitlement of sick leave has been fully utilised, shall be allowed in accordance with the Employee's entitlement under the Act up to a maximum of 7 (seven) days in each year of employment thereof not more than two (2) days at any one time shall be taken, save upon the grounds of ill-health. Such leave shall be known as Casual Leave and shall be additional to all other holidays and leave provisions but an Employee shall not be entitled to take such Casual Leave preceding or following any period of annual leave. Casual Leave shall normally be granted on request, without the employee being required to state the reason for the request. Where the Company finds it difficult to grant an application for Casual Leave, the difficulty shall be notified to the Employee as soon as possible after the application is made, and in such case the Employee may be required to state the reason for the application in order that the Company may decide whether or not it is reasonable in the circumstances to grant the leave.

10. *Statutory Holidays.*—(i) The Employees will be entitled to the statutory holidays granted in terms of the Shop and Office Employees' Act.

(ii) If any of these holidays falls on a weekly half holiday, an additional half-holiday shall be granted on the working day immediately preceding it and if it falls on a weekly full holiday, a substitute holiday shall be granted on a working day either in the six days preceding or in the six days succeeding such weekly full-holiday.

(iii) Muslim employees shall normally, on application, be granted leave on the day following the end of Ramazan and the Hadji Festival Day; and Hindu employees shall normally, on application, be granted leave on the Deepavali Festival Day; and such leave shall be set off against any paid leave entitlement or if all such paid leave entitlement for that year shall be exhausted, such leave may be granted as an unpaid holiday.

(iv) Where the Company requires an employee to work on any of the statutory holidays granted under Clause (i), above, and provided the Commissioner of Labour has given his permission for the employee to work on such holiday, the Company shall pay the employee either—

- (a) on the basis set out in paragraphs (d), (e), (f) and (g) of Clause 8 (ii) of Part I hereof, and the employee shall not be entitled to a holiday in lieu, or
- (b) on the basis set out in paragraphs (c), (d) and (e) of Clause 8 (iii) of Part I hereof and the employee shall be entitled to and allowed a holiday in lieu.

11. *Specified Staff.*—The provisions of Clauses 8 and 10 Part I hereof regarding weekly holidays and statutory holidays shall not apply to Specified Staff, but in respect of such Specified Staff the following provisions shall apply :—

- (i) *Weekly short working day.*—For any work performed in excess of the normal working hours on the weekly short working day, the employee shall be remunerated at one and one-half (1½) times the normal hourly rate and such employee shall not be entitled to any holiday in lieu for any overtime work so performed on a weekly short working day.
- (ii) *Weekly full-holiday.*—For any work performed on the weekly full holiday, the employee shall be remunerated as follows :—
  - (a) (i) For any work performed under and up to four (4) hours before 1 p.m. on the weekly full holiday, the employee shall be paid overtime remuneration at one-thirtieth (1/30th) of the employee's monthly salary.
  - (ii) For any work performed in excess of four (4) hours and up to eight (8) hours before 5 p.m. on the weekly full holiday, the employee shall be paid overtime remuneration at one-thirtieth (1/30th) of the employee's monthly salary in respect of the excess hours.
  - (iii) In respect of any work performed in excess of eight (8) hours or continuing after 5 p.m. on the weekly full holiday, the employee shall be paid overtime remuneration at treble the normal hourly rate for each hour or proportionately for any fraction of an hour of such excess.
  - (iv) In addition to the remuneration payable under paragraph (a) (i) above or paragraph (i) and (ii) or paragraphs (i), (ii) and (iii) above, the employee shall be paid the equivalent of the employee's salary for one day.

Where any work is performed on the weekly full-holiday and the employee is remunerated in the manner set out above, the employee shall not be entitled to any holiday in lieu—

or

- (b) (i) For any work performed under and up to four (4) hours before 1 p.m. on the weekly full holiday, the employee shall be paid overtime remuneration at one-thirtieth (1/30th) of the employee's monthly salary.
- (ii) For any work performed in excess of four (4) hours and up to eight (8) hours before 5 p.m. on the weekly full holiday, the employee shall be paid overtime remuneration at one-thirtieth (1/30th) of the employee's monthly salary in respect of the excess hours.
- (iii) For any work performed in excess of eight (8) hours or continuing after 5 p.m. on the weekly full holiday, the employee shall be paid overtime remuneration at treble the normal hourly rate for each hour or proportionately for any fraction of an hour in respect of the excess.

Where any work is performed on the weekly full holiday and the employee is remunerated in the manner set out above, the employee shall, in addition, be entitled to and allowed a holiday in lieu.

(iii) *Statutory Holidays.*—Specified Staff shall be entitled to such statutory holidays as they have hitherto enjoyed prior to the coming into force of this Agreement notwithstanding anything to the contrary contained in this Agreement and for any work performed on such statutory holidays, as the specified staff shall continue to be remunerated in the manner in which they were remunerated prior to the coming into force of this Agreement notwithstanding anything to the contrary contained in this Agreement. Provided, however, that the specified staff shall have the same holidays as may, from time to time, be enjoyed by the staff employed in manual work and that the total of such holidays shall not be less than the total of the statutory holidays enjoyed by the specified staff as at the date hereof.

(iv) Nothing in this Agreement shall be construed in any way as bringing the specified staff within the provisions of the Act.

12. *Annual Holidays.*—Employees will be entitled to 14 days Annual Holiday as prescribed by the Shop and Office Employees' Act, which will be granted annually in the following manner :—

- (a) The Company will calendar the annual leave of the employees governed by the Shop and Office Employees' Act during a period to be decided by the Company up to a maximum of 9 days out of the entitlement of annual leave due to said employees.
- (b) The Company will calendar the annual leave of the employees belonging to the non-manual factory staff during a period decided on by the Company up to a maximum of 11 days out of the entitlement of annual leave due to the said employees.
- (c) Any balance annual leave due to either category of employee referred to above, will be taken on days to be mutually agreed upon between the Company and the employees.

13. *Sick Leave.*—(i) An employee shall be entitled up to 14 days leave, exclusive of weekly or other holidays, in any one year in case of sickness, on full-pay. Provided, however, that the Company will be entitled to refuse to grant pay for any days of absence on grounds of sickness not supported by a certificate from a registered Medical Practitioner, endorsed by the Company Doctor—

- (a) where such period of absence exceeds two (2) days ;
- (b) where the number of days already allowed on full-pay on grounds of sickness, uncertified by a Medical Practitioner, is in excess of ten (10) days in any one year and the Company has reasonable cause for suspicion of the *bona fides* of the application of the employee ;
- (c) where the absence of the employee on grounds of sickness immediately follows or precedes any holiday allowed under Clauses 9, 10 and 12 of Part I hereof.

Provided further that any employee who has abused the concession conferred by paragraph (a) above shall be liable to forfeit the same and the Company may by mutual agreement with the Union accordingly withdraw such concession.

(ii) An employee who takes less than fourteen (14) days sick leave in any one year as prescribed above, shall be entitled to avail himself of the balance of his entitlement for such year in any succeeding year or years. Provided, however, that in no case shall the entitlement to sick leave on full-pay in any one year, by reason of such accumulation of sick leave entitlement exceed ninety (90) days.

(iii) An employee who was in the employ of the Company prior to the date hereof shall be entitled to accumulated sick leave as prescribed in sub-clause (ii) above in respect of any period of employment under the Company after the thirty-first day of March, One thousand nine hundred and fifty-six.

14. *Salaries.*—Employees covered and bound by this Agreement shall receive salaries in accordance with the scales set out in the Appendix I of this Agreement, and arrears of salaries will be paid with effect from first day of October, One Thousand nine hundred and sixty-seven.

15. *Conversion of Salaries.*—(i) The conversion of salaries of employees covered and bound by this Agreement will be in accordance with the conversion table in Appendix II of this Agreement.

(ii) Apart from the arrears of salaries as provided in Clause 14 hereof and Provident Fund contributions on those arrears no employee shall claim any right or benefit or advantage conferred upon him by this Agreement retrospectively from the date hereof.

16. *Non-Recurring Cost of Living Gratuity.*—As the scales of consolidated salaries set out in the Appendix II hereto have been fixed on the basis of the Colombo Consumers' Price Index being 112.6 an Employee shall be entitled to receive and the Company shall be liable to pay a non-recurring cost of living gratuity to the Employees in the service in October each year in respect of the preceding twelve months (i.e., 1st October to 30th September, hereinafter referred to as "the qualifying period") commencing from October, One Thousand nine hundred and sixty-seven ascertained in accordance with the undernoted formula :

The Formula : If the average of the Colombo Consumers' Price Index for the qualifying period exceeds 112.6 a sum computed at rupees two (Rs. 2) for each complete point (i.e., 1.0) by which such average exceeds 112.6 in respect of each month of service during the qualifying period.

17. *Salaries for Periods less than One Month.*—For the purpose of this Agreement, salaries of any employee for periods less than one month shall be computed in the manner following :—

- (a) For one hour .. the salary for a month divided by two hundred and forty (240).
- (b) For one day .. the salary for a month divided by thirty (30).
- (c) For one half-day .. (either morning or afternoon) a day's salary ascertained as above divided by two (2).
- (d) For one week .. a day's salary ascertained as above multiplied by seven (7).

18. *Rates of Provident Fund Contributions.*—Notwithstanding anything to the contrary in the Rules or Regulations of any Provident Fund, the minimum rates of contributions to Provident Fund shall be eight per centum (8%) and five per centum (5%) of the salaries set out in Appendix I hereto by the Company and Employee respectively.

19. *Terminal Benefits.*—The Company will subject as hereinafter provided pay terminal benefits to employees who are eligible to receive the same in accordance with the scheme of terminal benefits set out in this clause.

- (i) The scheme will apply only to employees who joined the Company's service before 1st January, 1955, and are in the Company's service as at the date hereof.
- (ii) The salary for the purpose of sub-clause (iii) hereof shall be the salary which would have been payable for October, 1967.
- (iii) Employees who are eligible to receive the terminal benefits under this clause will be paid the equivalent of half ( $\frac{1}{2}$ ) month's salary for each year of service prior to 1st January, 1955.

20. *Bonus.*—(i) The Company will continue to pay *ex-gratia* to Employees bonuses which will not be less than the quantum of bonus payments paid to them in accordance with the prevailing practice, prior to the first day of October, One thousand nine hundred and sixty-seven. If the Company finds it necessary, in its discretion, to reduce the quantum of bonus payments in respect of any year, the Branch Union in the Company may canvass the question of the reduction with the Company. If the Branch Union is not satisfied by the Company in the matter, the Union may pursue the matter with the Employers' Federation of Ceylon (hereinafter referred to as "the Federation"). Thereupon, the Federation will consider the matter and advise the Company in such manner as the Federation deems fit in the circumstances. If the Union is not satisfied in regard to the quantum of bonus payments finally decided by the Company in the light of the advice given by the Federation, the Union will not pursue the matter further by any form of trade union action or otherwise during the pendency of this Agreement.

(ii) Payment of a bonus, higher than the quantum of bonus payments in the past will be in the sole discretion of the Company and the payment of such higher bonus shall also not be subject to any dispute.

21. *Promotions.*—(1) The following shall be the principles which will guide the Company on the question of promotion :

- (a) Mere length of service shall not be the sole criterion for promotion and the Company shall be entitled to take into account other factors such as efficiency, educational qualifications and character. Where suitability is comparable, seniority shall be given preference.
- (b) An Employee in Grade I in the clerical or Grade II of the non-manual factory employees grade, will normally be promoted to Grade II and Grade III respectively, after completing a year's service in Stage 7 unless his work is of a mechanical or routine nature not involving a degree of skill or responsibility or unless his inefficiency has been established after due inquiry as provided in Clause 27 of Part I hereof.

An Employee in Grade I in the non-manual factory employees scale will normally be promoted to Grade II of the non-manual factory employees scale after completing a year's service in Stage 10 unless his work is of a mechanical or routine nature not involving a degree of skill or responsibility or unless his inefficiency has been established after due inquiry as provided in Clause 27 of Part I hereof.

- (c) Promotion from Grade II to Grade III of the clerical staff and from Grade III to Grade IV of the non-manual factory staff will depend on vacancies and employees who have shown the necessary capacity will be eligible for promotion to Grade III of the clerical staff or Grade IV of the non-manual factory staff as the case may be.
- (d) Promotion to Grade IV of the clerical staff will be from Grade III of the clerical staff and will depend on merit, promotion to Grade V of the non-manual factory staff will be from Grade IV of the non-manual factory staff and will depend on merit.

(e) In respect of non-manual employees the operation of the above principles is subject to the following :

Grade I	..	Applicable to all non-manual factory employees promoted from manual categories.
Grade II	..	Applicable to quality controllers, manipulants, cement distributors, instructors, design assistants, category-in-charges, assistant stock-keepers and in-charges.
Grade III	..	Category-in-charges, Assistant Stock-keepers and in-charges.
Grade IV	..	In-charges.

(2) Where an Employee is promoted at the normal incremental date from one Grade to another, such Employee shall be placed at a salary stage in the higher grade which will give such Employee a salary not less than that which he would have received had he remained in the grade from which he is promoted and had been advanced one stage in that grade, but where an Employee is promoted on a date other than the normal incremental date, such Employee shall be placed at a salary stage in the higher grade which will give him a salary not less than that which he would have received if he had remained in the grade from which he is promoted. Provided however that if an Employee is standing at the end of a grade when he is promoted to the next higher grade, such Employee may be placed at any stage in the higher grade to which he is promoted which will give him a higher salary than the maximum salary in the grade from which he is promoted.

22. *Annual Increments.*—The annual increments provided in each grade of the scales of consolidated salaries shall be automatic unless as a matter of punishment for general inefficiency or disciplinary action on account of serious misconduct an increment is suspended, stopped or deferred, in which case where an increment is—

- deferred, the loss of increment shall be continuous throughout the year ;
- stopped, the loss of increment shall only be for the period of stoppage during the year ;
- suspended, the increment is suspended pending a decision to defer or stop an increment, such decision being dependent upon a consideration of the factors giving rise to the suspension. Where on such decision an increment is neither stopped nor deferred, then the suspension shall be treated as waived and the full increment from the date of suspension thereof shall accrue to the Employee concerned.

Deferment, stoppage or suspension of an increment shall only be effected in cases where the Employee has been notified in writing of a complaint against such employee and has been found guilty after due inquiry of inefficiency, fraud or misconduct, which in the circumstances does not merit termination of employment.

23. *Transfers.*—(i) Where it is a term of employment either express or implied that an Employee is liable to be transferred from one locality of an establishment to another, such Employee will not be entitled to any additional remuneration if, in consequence of a transfer from one locality to another, there is an increase in the number of hours of work.

(ii) Where it is not a term of employment either express or implied that an Employee is liable to be transferred from one locality of an establishment to another, such Employee will be entitled to receive, and the Company shall be liable to pay additional remuneration in order to compensate for any increase in the number of hours of work arising from a transfer from one locality of an establishment to another. The amount of such additional remuneration, which will depend on the extent to which the hours of work have been increased, shall be mutually agreed upon between the Company and the Employee or the Union on his behalf. Provided however, that if the Employee is re-transferred to the locality in which he was previously employed and/or the hours of work previously worked by him are restored to such Employee, the additional remuneration granted to him shall be withdrawn with effect from the date of such re-transfer or restoration.

(iii) Where it is not a term of employment either express or implied that an Employee is liable to be transferred from one locality of an establishment to another and the transfer of such an Employee will cause him substantial domestic disorganization such as may arise in consequence of a transfer from one station to another, such transfer shall be effected of mutual consent between the Company and such employee even if—

- such transfer will not involve a change in the number of hours of work

or

- he is offered additional remuneration in terms of sub-clause (2) above.

(iv) Nothing in the preceding sub-clauses of this clause shall prejudice the right of an Employee to make representations to the Company against any order of transfer.—If the Company requires an Employee to comply with in order of transfer notwithstanding such representations, the Employee shall comply with the order of transfer but without prejudice to the right of the Employee or the Branch Union or the Union on his behalf to dispute such transfer with the Company as provided in this Agreement.

(v) If the Executive Committee of the Union considers that any order of transfer of an Employee by the Company is calculated to threaten or undermine the existence or the legitimate activities of the Union or its members or is grossly unfair or seriously detrimental to the interests of the Union, the Union shall notify the Company in writing and may, if in the opinion of the Executive Committee of the Union the circumstances so warrant, instruct the Employee to refrain from complying with the order of transfer pending settlement of the dispute as provided in this Agreement. If the Union instructs the Employee to refrain from complying with the order of transfer as aforesaid, the Union shall notify the Company and the Federation in writing and in that event the Company shall be entitled to suspend the Employee immediately without pay. Provided however that if the Company subsequently agrees or if an Arbitrator holds that the order of transfer was not justified the Employee shall be entitled to his salary for the period of suspension. If on the other hand, an Arbitrator holds that the order of transfer was justified, the Employee shall comply with the order of transfer and he shall not be entitled to his salary for the period of suspension. The refusal of an Employee to comply with an order of transfer on instructions from the Union after the Union notifying the Company and the Federation as aforesaid shall not be deemed to be an act of insubordination by the Employee and the Employee shall not be liable to disciplinary action by the Company for such refusal.

24. *Carrying out Employer's Instructions as to Duties.*—(i) If an Employee considers that any duty which he is required to perform by the Company does not fall within the scope of his employment under the Company, the Employee shall be entitled to bring such matter to the notice of the Company. If notwithstanding such notification the Company requires the Employee to carry out such instructions, then the Employee shall be entitled to request the Company and to give him such instructions in writing.

(ii) If the Company gives the Employee such instructions in writing, the Employee shall carry out the same but without prejudice to the right of the Employee or the Branch Union or the Union on his behalf to dispute such matter with the Company thereafter as provided in this Agreement.

(iii) If the Company refuses to give such instructions in writing, the Employee shall be entitled to refuse to carry out such instructions and in that event, the Company shall have no right of action against the Employee.

(iv) If the Company gives such instructions in writing, but the Employee fails to carry out the same, the Company shall be entitled to suspend the Employee immediately without pay and to take disciplinary action against him without prejudice to the right of the Employee or the Branch Union or the Union on his behalf to dispute such suspension or such disciplinary action as may be taken against the Employee as provided in this Agreement.

25. *Suspension.*—(1) An Employee may, subject as hereinafter provided, be suspended without pay by the Company—

- pending an inquiry to be held by the Company on a charge or charges of misconduct where such charge or charges relate to—

- fraud, theft, misappropriation or a like offence by the Employee in the course of his employment ;
- abuse, threat or gross insubordination by the Employee of or to a member of the executive or managerial staff of the Company ;

- a breach of peace, or damage to property, or disturbance of the business of the Company :

Provided however that the Company shall suspend an Employee under paragraph (iii) above only for so long as the Employee's continuance in employment will or is likely to be undesirable or to be prejudicial to the proper investigation of the charges or the Company carrying on its business ;

- as a punishment for misconduct for a period not exceeding seven (7) days, after due inquiry.

(c) if an Employee refrains from complying with an order of transfer in terms of Clause 23 of Part I hereof or fails to carry out the Company's written instructions in terms of clause 24 of Part I hereof.

(2) At the time of suspension or within twenty-four (24) hours thereof, the Company shall provide the Employee with a written order of suspension specifying the reasons for such suspension.

(3) Nothing in the preceding sub-clauses shall prejudice the right of an Employee or a Branch Union or the Union on his behalf to dispute an order of suspension thereafter as provided in this Agreement.

26. *Probation.*—Every Employee recruited by the Company shall serve a period of probation of not more than six (6) months. Provided however that if at the expiry of the six (6) months' probationary period the Company is not satisfied with the progress of such Employee the probationary period may be extended for further period of three (3) months and in that event the Company shall indicate to the Employee in writing the reasons why the probationary period has been further extended. During the period of probation or extended probation, the Company shall have the right to terminate the services of the Employee without notice.

27. *Disciplinary Action.*—Where the Company proposes to proceed against an Employee, then—

- (i) Irrespective of whether an Employee has been suspended under clause 25 (1) of Part I hereof or not, the Employee shall be furnished with a show cause notice which shall set out the particulars of the charges of misconduct alleged against such Employee and such show cause notice shall give the Employee not less than three (3) clear days in which to give the answer or explanation to the charges preferred.
- (ii) Within three (3) clear days after the date of the show cause notice, the Employee shall furnish in writing to the Company the answer or explanation to the charges preferred against such employee. Provided however that if in the circumstances it is reasonable, the Employee may ask the Company for an extension of time within which to furnish the written answer or explanation to the show cause notice and where such request is made by an Employee to the Company, the Company shall grant such request for such further period of time as is deemed necessary in the circumstances of the case.
- (iii) If the Company is satisfied with the written answer or explanation of the Employee, the Employee shall, if he is under suspension, forthwith be re-instated and shall be paid all emoluments and entitlements due during the period of such suspension.
- (iv) If the Company is not satisfied with the written answer or explanation of the Employee to the show cause notice and such answer or explanation is rejected by the Company, the Company shall commence an inquiry within (10) ten days from the date of receipt of the written answer or explanation to the show cause notice.
- (v) After holding such inquiry, the Company shall notify the Employee of the findings on each of the charges in the show cause notice and the punishment, if any, imposed by the Company. Provided that if the Company, fails to make an order, except for reasons beyond the control of the company on the charges in the show cause notice within thirty (30) days from the conclusion of the inquiry into such charges the Employee shall not be liable to be punished thereafter in respect of such charges and no inference adverse to the Employee in respect of such charges shall be drawn from such charges.
- (vi) If the Employee is under suspension and the Company, after such inquiry, makes order that—
  - (a) the Employee shall not be dismissed, then the Employee shall resume employment forthwith and shall, subject to clause 25 (1) (b) hereof, be paid all emoluments 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 charges in the show cause notice;
  - (b) the Employee shall be dismissed, the Employee's dismissal shall take effect as from the date of the Employee's suspension and accordingly the Employee shall not be paid for the period of such suspension.
  - (c) In view of the serious or involved nature of the charges of the show cause notice against the Employee, 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 be therefore referred to the Police or other authorities or if in view of the serious or involved nature of the charges preferred against the Employee the matter had been previously referred to the Police or other authorities for investigations or inquiries that the outcome of such investigations or inquiries be awaited, then in either of such circumstances the Employee may remain suspended without pay.
- (vii) If in any case where an Employee 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 the Employee's own seeking within thirty (30) days from the date of the Employee's suspension, the employee shall be entitled to half his normal remuneration for the period of thirty (30) days from the date of such suspension and to his full remuneration 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.
- (viii) In any case where an Employee is suspended as provided herein, the Company shall make an order under paragraph (a) to (c) of sub-clause (6) hereof within ninety (90) days of the date of suspension of the Employee, unless he is prevented from so doing by reason of the Employee's own seeking or for reasons beyond the control of the Company or it is agreed between the Company and the Union that in the circumstances of the case the period of ninety (90) days be extended for such further time as may be agreed.

28. *Retirement.*—An Employee has the option of retiring at the age of fifty-five (55) years or at any time thereafter and shall retire on attaining the age of sixty (60) years. Provided however that if the Company requires to retain the services of an Employee who has attained the age of sixty (60) years, the Employee shall be offered fresh employment on a temporary basis so long as the Company requires the services of such Employee.

29. *Trade Union Action.*—The Union hereby undertakes in respect of all the terms and conditions of employment covered by this Agreement not to seek to vary or alter any such terms or conditions other than by negotiation during the currency of this Agreement and hereby expressly undertakes subject to clause 30 (4) (d) of Part I hereof, not to engage in a strike or other form of trade union action in respect of a dispute but will have such dispute settled in accordance with the procedure set out in clause 30 of Part I hereof.

30. *Disputes Procedure.*—Save and except any difference arising out of bonus which shall be dealt with as provided in clause 20 of Part I hereof, it is hereby agreed that the procedure to be followed for the settlement of a dispute shall be as set out in sub-clause (1) or (2) hereof.

- (1) (a) Where a dispute is between an Employee and the Company, the Employee shall in the first instance, raise the matter through such Employee's Branch Union with the Company and both parties shall endeavour to effect an amicable settlement. Provided however that if the exigencies of the circumstances warrant the Union acting immediately in accordance with the succeeding paragraph (b) it shall not be necessary for the Employee's Branch Union to raise the matter as herein provided before the Union acts under the succeeding paragraph (b).
- (b) In the event of a dispute not being settled under paragraph (a) above, or in the case of a dispute between a Branch Union and the Company, the Union may, if it so desires raise the matter with the Federation and thereupon all steps shall be taken that may be reasonable by the Union and the Federation, in conjunction with the Company, for an amicable settlement of the matter in dispute utilising if desired, the good offices of the Conciliation Division of the Department of Labour.
- (c) In the event of a dispute not being resolved or settled under the preceding paragraphs (a) or (b), the parties shall agree a statement of the matter in dispute and such matter shall be referred to an Arbitrator or Arbitrators under section 3 (1) (d) of the Industrial Disputes Act for settlement of the matter by Arbitration. Provided however that should the parties fail to agree a statement of the issues in dispute, each party shall furnish the Commissioner of Labour with a statement setting out the issues in dispute and thereafter the Commissioner of Labour shall set out the issues in dispute to be referred to the Arbitrator or Arbitrators.

- (2) (a) The Union may notify the Federation in writing with a statement of the matter in dispute that such dispute should be dealt with under this sub-clause. As soon as possible after such notification by the Union to the Federation, a Special Disputes Committee of the Federation shall endeavour to settle the Dispute. If no settlement is effected within seven (7) days from the date of the Union notifying the Federation, the dispute shall, as soon as possible, be referred to the Commissioner of Labour for settlement by arbitration as provided in clause (1) (e) above, or if the Union or the Company so requests, the dispute shall be referred immediately to a Special Arbitrator for settlement by Arbitration.
- (b) If a dispute arising from the dismissal or discharge of an Employee by the Company is referred to a Special Arbitrator as aforesaid and he is unable to make an award within twenty-one (21) days of the date of receipt of the reference, the Special Arbitrator shall be competent, but not bound, either of his own motion or at the instance of the Union, to make an interim award after duly considering all the relevant facts and circumstances for his failure to make an award within twenty-one (21) days of the date of the reference, directing the Company to pay the Employee a sum not exceeding the equivalent of one half of the Employee's normal remuneration for the first thirty (30) days from the date of cessation of employment and for such period thereafter but not later than the date of the award on the reference a sum not exceeding the equivalent of the Employee's full remuneration. The parties shall be bound by and comply with the terms of any such interim award.
- (3) Subject to sub-clause (4) hereof, the procedure for the settlement of a dispute shall be as set out in sub-clause (1) hereof.
- (4) The procedure for the settlement of a dispute in respect of the matters enumerated in the succeeding paragraphs (a), (b) or (c) shall, subject to the succeeding paragraph (d), be as set out in sub-clause (2) (a) hereof.
- (a) A dispute in connection with the interpretation or implementation of this Agreement arising from an act of the Company, which in the opinion of the Executive Committee of the Union is calculated to threaten or undermine the existence or the legitimate activities of the Union.
- (b) A dispute not connected with the interpretation or implementation of this Agreement arising from an act of the Company which in the opinion of the Executive Committee of the Union is calculated to threaten or undermine the existence or the legitimate activities of the Union or its members or is grossly unfair or seriously detrimental to the interests of the Union or its members. Provided however that the dispute shall be referred to an Arbitrator or Arbitrators under the Industrial Disputes Act or to a Special Arbitrator as the case may be, if no settlement is effected within seven (7) days from the date of the Union notifying the Federation in terms of sub-clause (2) (a) hereof, only if the Union so desires.
- (c) A dispute arising from the dismissal or discharge of an Employee by the Company on disciplinary grounds, which dismissal or discharge is in the opinion of the Executive Committee of the Union vindictive or in bad faith and is calculated to threaten or undermine the existence or the legitimate activities of the Union. Provided however that the dispute shall be referred to an Arbitrator or Arbitrators under the Industrial Disputes Act or to a Special Arbitrator as the case may be, if no settlement is effected within seven (7) days from the date of the Union notifying the Federation in terms of sub-clause (2) (a) hereof only if the Union so desires.
- (d) If the Union does not, however, desire to refer a dispute for settlement by arbitration under the provisions of the preceding paragraphs (b) or (c), the Union reserves to itself the right to engage in or authorise a strike or other form of trade union action and the Federation and the Company reserves to itself, the right to take such steps as it may deem fit in the circumstances.
- (5) (a) In respect of a dispute arising between the parties hereto where arbitration is provided for under this Agreement, it is agreed that the parties to the dispute shall determine at the date thereof whether the dispute shall be settled by arbitration by one Arbitrator or three Arbitrators. Provided, however, that disputes arising over dismissals shall normally be referred to one Arbitrator and disputes arising over the proper interpretation or implementation of this Agreement if involving matters of principle or matters of general importance shall normally, if possible be referred to a panel of not less than three Arbitrators.
- (b) For the purposes of this Agreement, an Arbitrator or Special Arbitrator shall be selected from the names set out in the Schedules. Provided however that from time to time other names may be added to these Schedules by the consent of both parties. Provided further that nothing in this clause shall prevent the parties agreeing to any other person acting as an Arbitrator or Special Arbitrator, should in any dispute the parties hereto so desire.
- (c) Where a dispute over a dismissal has been referred for settlement by arbitration under the provisions of this Agreement and the award contains a finding that the dismissal of the employee by the Company was not justified, then it is hereby agreed between the parties that normally in such a case the Arbitrator or Special Arbitrator shall order that the employee shall be reinstated in his employment with the Company and it is hereby further agreed that in any such arbitration the Arbitrator or Special Arbitrator shall take note of this paragraph in making any such award.
- (d) A Special Arbitrator shall be competent, but not bound, to make order in his award as to the manner in which the costs of the arbitration excluding the legal expenses of either party shall be borne by the parties.
- (e) An Award of an Arbitrator or Special Arbitrator made as herein provided shall be final and binding on the parties hereto.

## PART II

## CONTAINING THE RIGHTS OF THE COMPANY AND FACILITIES AND CONCESSIONS GRANTED BY THE COMPANY TO THE UNION

1. *Domestic Inquiries.*—If an Employee who is furnished with a show cause notice in terms of clause 27 of Part I hereof is a member of the Union, the following provisions shall apply to the inquiry held by the Company pursuant to such show cause notice :—

- (a) The Company will, subject as hereinafter provided, allow another member of the Union (hereinafter referred to as "an observer") to be present as an observer without loss of salary for absence from work.
- (b) If the Employee who is served with a show cause notice desires an observer to be present at the inquiry to be held pursuant to such show cause notice, he shall forty-eight (48) hours at least before the time appointed for the commencement of the inquiry submit to the Company the name of such observer.
- (c) An observer may answer any questions which the person who conducts the inquiry may ask him, but an observer shall not be entitled to represent the employee who is served with a show cause notice or otherwise partake in this inquiry.
- (d) The person who conducts an inquiry shall be entitled to require an observer who obstructs such inquiry in any manner whatsoever to withdraw therefrom and an observer, shall forthwith comply with such requirements.
- (e) The absence of an observer from the whole or any part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings thereat, nor the findings pursuant thereto.
2. *Union Meetings.*—(1) The following provisions shall apply to meetings of 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 the 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 General Council 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 a member of the General Council of the Union in order to attend a meeting of the General Council, to leave office not earlier than 3 o'clock in the afternoon and 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 forty eight hours before the time appointed for holding the meeting of the General Council;
- (b) For the purpose of paragraph (a) above, the Union shall forthwith furnish the Company in whose service there are members of the General Council of the Union with a list of such members and keep the Company informed of all changes therein which may be made from time to time.

(3) The provisions of the preceding sub-clauses (1) and (2) shall not be in derogation of any existing concessions or facilities granted by the Company to a Branch Union regarding Union meetings.

3. *Duty Leave.*—(1) 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 less than two 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 inquiries before industrial Courts, Arbitrators or Labour Tribunals without loss of salary for such absence.

(2) The Company will in its discretion grant leave to an employee to attend a Trade Union course or seminar or conference either in Ceylon or abroad on no pay leave unless the employee concerned is entitled to annual or statutory holidays which he wishes to utilise for the purpose.

4. *Check Off.*—(1) (a) In this clause "Company" shall mean the Company bound by this Agreement and in whose establishment the membership of this Union is not less than forty per centum (40%) of the persons employed by the Company in the categories covered and bound by this Agreement.

(b) If, for the purpose of this sub-clause, it becomes necessary to decide the question whether in the Company bound by this Agreement the membership of the Union is not less than forty per centum (40%) of the persons employed by the Company in the categories covered by this Agreement, the same shall be determined by a referendum which shall be held by the Department of Labour and the result of such referendum shall be binding on the parties hereto and the Company.

(2) The Company shall on the written request of an Employee deduct from the pay due to such Employee the current monthly Union dues as are specified by the Employee to be payable monthly by the Employee to the Union and remit the amount so deducted to the Union in accordance with the procedure and upon and subject to the conditions hereinafter set forth.

(3) Every Employee who agrees to the deduction of Union dues from his pay shall sign a statement to that effect in the form set out in Form No. 1 in the Schedule hereto and hereinafter referred to as an "authorisation".

(4) Every Employee shall be entitled to withdraw his agreement to check-off at any time by signing a statement to that effect in the form set out in Form No. 2 in the Schedule hereto and hereinafter referred to as "a revocation".

(5) No variation in the monthly deductions by way of check-off shall be made by the Company except by mutual agreement with the Union and the Employee concerned. In the event of any variation being agreed, each Employee will need to signify this agreement to the revised amount being deducted by way of check-off by signing a fresh authorisation to that effect in the form set out in Form No. 3 in the Schedule hereto.

(6) Entrance or readmission fees or special levies authorised by the Union's constitution or contributions to the Union's political fund shall not be deducted by way of check-off.

(7) (a) As far as practicable, deductions under an authorisation shall commence from the pay due immediately after the date of receipt of such authorisation and shall continue thereafter until the authorisation is cancelled by a revocation.

(b) As far as practicable, deductions under an authorisation shall cease from the date of receipt of a revocation cancelling such authorisation: Provided however—

- (i) that the Company shall not be liable in any manner whatsoever to the Union or the Employee concerned for failure to comply with paragraphs (a) or (b) above.
- (ii) that, in its discretion, the Company shall be entitled not to make deductions by way of check-off in any month if the deduction by way of check-off will together with all other deductions from an Employee's pay in that month exceed the deductions permitted by law.

8. (a) The Company shall once each month within fifteen (15) days after the regular pay day remit to the Treasurer of the Union the total sums deducted by way of check-off by a cheque drawn payable to "The Treasurer, Ceylon Mercantile Union" and crossed "Account Payee".

(b) The cheque shall be sent, at the Union's risk, by post in a prepaid envelope addressed to "The Treasurer, Ceylon Mercantile Union, 22-1/1, Upper Chatham Street, Colombo 1".

(c) The Treasurer of the Union shall promptly acknowledge receipt of the cheque.

(d) The Company shall not be liable to pay to the Union or to the Treasurer on its behalf as aforesaid any sum other than the actual deductions made.

9. The Company may suspend the operation of this clause as hereinafter provided by notice in writing to the Union :

- (a) If the Union or the Branch Union resorts to a strike or any other form of trade union action in breach of the terms or provisions of Part I of this Agreement the Company may suspend the operation of this clause for such time as may be decided by the Company, but not exceeding the duration of such strike or other form of trade union action. Before such a decision is made the Company and the Union shall endeavour to effect an amicable settlement.
- (b) If the Union fails to maintain itself as a properly registered Trade Union under the Trade Unions Ordinance the Company may decide that the Company may suspend the operation of this clause for such time as may be decided by the Company.
- (c) If a decision is made by the Company under paragraphs (a) or (b) above, the Company shall be absolved of complying with the provisions of this clause in accordance with the tenor of such decision.

PART III

CONTAINING DEFINITIONS OF CERTAIN WORDS

In Parts I and II of this Agreement unless excluded by the subject or context the following words shall have the meaning set opposite to them :—

<i>Words</i>	<i>Meaning</i>
Industrial Disputes Act .. .. .	The Industrial Disputes Act, No. 43 of 1950.
The Act .. .. .	The Shop and Office Employees (Regulation of Employment and Remuneration) Act No. 19 of 1954.
The Federation .. .. .	The Employers' Federation of Ceylon.
The Union .. .. .	The Ceylon Mercantile Union.
Branch Union .. .. .	The Branch Union of the Ceylon Mercantile Union in Bata Shoe Company of Ceylon Limited.
Employee (for convenience sometimes referred to as "he" or its grammatical variations)	An Employee covered and bound by this Agreement.
Week .. .. .	The period between midnight on any Saturday night and midnight on the succeeding Saturday night.
Weekly full holiday in respect of any week	The Poya Day in that week or if a holiday declared under section 7 of the Act falls on such Poya day or if there is no Poya day in that week, such day as may be fixed by the Company in lieu of the Poya day in that week.
Weekly half holiday in respect of any week	The half holiday on the day immediately preceding the Poya day in that week or if a holiday under section 7 of the Act falls on such day immediately preceding the Poya day or if there is no day immediately preceding the Poya day in that week, on such day as may be fixed by the Company in lieu of the day immediately preceding the Poya day.
Two such weekly holidays .. .. .	Two full holidays or four half holidays of any combination of half or full holidays which does not exceed two full holidays.
Salary .. .. .	The monthly salary according to the scales of consolidated salaries in the Appendix I hereto agreed to by the Company and the Union
Normal incremental date .. .. .	The date on which the Employee would normally receive an increment
Dispute .. .. .	A dispute or difference between the Company and an Employee or between the Branch Union and the Company or between the Union and the Company on any matter covered by this Agreement or affecting the Employees covered by this Agreement in relation to their employment under the Company.
Check-Off .. .. .	The act of the Company deducting, at the request of the Union, subscriptions payable to the Union by an Employee from the latter's pay with his concurrence.

Words importing the masculine gender shall include the feminine.

Words importing the singular number shall include the plural and vice versa.

APPENDIX I

Bata Shoe Company of Ceylon Limited

SALARY SCALES—CLERICAL

<i>Grade I</i>	<i>Grade II</i>	<i>Grade III</i>	<i>Grade IV</i>
<i>Rs. c.</i>	<i>Rs. c.</i>	<i>Rs. c.</i>	<i>Rs. c.</i>
1. 250 00			
2. 260 00			
3. 270 00			
4. 280 00			
5. 290 00			
6. 300 00			
7. 310 00			
8. 320 00	322 50		
9. 330 00	335 00		
10. 340 00	347 50		
11. 350 00	360 00		
12. 360 00	372 50		
13. 370 00	385 00		
14. 380 00	397 50		
15. 390 00	410 00		
16. 400 00	422 50		
17. 410 00	435 00		
18. 420 00	447 50		
19. 430 00	460 00		
20. 440 00	472 50		
21. 450 00	485 00		
22. 460 00	497 50		
23. 470 00	510 00		
24. 480 00	525 00		
25. 490 00	540 00		
26. 500 00	555 00	557 50	
27. 510 00	570 00	575 00	
28. 520 00	585 00	592 50	
29. 530 00	600 00	610 00	
30. 540 00	615 00	627 50	
31. 550 00		645 00	
32. 560 00		662 50	
33. 570 00		680 00	690 00
34. 580 00		697 50	710 00
35. 590 00		715 00	730 00
36. 600 00		732 50	750 00
37. 610 00			770 00
38. 620 00			790 00
39. 630 00			810 00
40. 640 00			830 00

} 20 x Rs. 10 (for Grades 1-21)  
 } 15 x Rs. 12.50 (for Grades 22-36)  
 } 7 x Rs. 15 (for Grades 37-43)  
 } 10 x Rs 17.50 (for Grades 44-53)  
 } 7 x Rs. 20.00 (for Grades 54-60)



APPENDIX II

Bata Shoe Company of Ceylon Limited  
CONVERSION POINTS — CLERICAL

Stage	Present Scale Rs. c.	Points of conversion on New Scale			
		Grade I Rs. c.	Grade II Rs. c.	Grade III Rs. c.	Grade IV Rs. c.
1	230 00	260 00			
2	240 00	270 00			
3	250 00	280 00			
4	260 00	290 00			
5	270 00	300 00			
6	280 00	310 00			
7	290 00	320 00			
8	300 00	330 00	335 00		
9	310 00	350 00	347 50		
10	320 00	360 00	360 00		
11	330 00	270 00	372 50		
12	340 00	380 00	385 00		
13	350 00	390 00	397 50		
14	360 00	400 00	410 00		
15	370 00	410 00	410 00		
16	380 00	420 00	422 50		
17	390 00	430 00	435 00		
18	400 00	440 00	447 50		
19	410 00	450 00	460 00		
20	420 00		460 00		
21	440 00		485 00		
22	460 00		510 00		
23	480 00		540 00		
24	500 00		555 00	557 50	
25	520 00		570 00	575 00	
26	540 00		585 00	592 50	
27	560 00		600 00	610 00	
28	580 00		615 00	627 50	
29	600 00		645 00	645 00	
30	620 00			662 50	
31				680 00	690 00
32				697 50	710 00
33				715 00	730 00
34				732 50	750 00
35					770 00
36					790 00
37					810 00
38					830 00

APPENDIX III

Bata Shoe Company of Ceylon Limited  
SALARY SCALE FOR NON-MANUAL FACTORY EMPLOYEES

Stage	Grade I Rs.	Grade II Rs.	Grade III Rs.	Grade IV Rs.	Grade V Rs.
	Existing wages converted to monthly.	Same as Grade I of Clerical scale	Same as Grade II of clerical scale	Same as Grade III of clerical scale	Same as Grade IV of clerical scale
1					
2	195 00				
3	200 00				
4	205 00				
5	210 00				
6	215 00				
7	220 00				
8	225 00				
9	232 50				
10	240 00				
11	247 50				
12	255 00				
13	262 50				
14	270 00				

GRADE I.— Applicable to all non-manual factory employees promoted from manual categories. Further promotion depends on work performance, conduct and qualifications.

GRADE II.— Quality Controllers, Manipulants, Cement Distributors, Instructors, Design Assistants, Category-in charges, Assistant Stock-keepers and In-Charges.

GRADE III.— Category-In-charges, Assistant Stock-keepers and In-charges.

GRADE IV.— In-Charges.

Note.—Non-manual factory employees mean non-manual employees in all sections of the Company except the Company's offices and includes stock-rooms, merchandising departments, designing departments, maintenance department and canteen.

APPENDIX IV

Bata Shoe Company of Ceylon Limited

CONVERSION POINTS—NON-MANUAL FACTORY EMPLOYEES

Grade I	Present Salary	Points of Conversion on New Scale			
		Grade II	Grade III	Grade IV	Grade V
1. Existing Wage plus Rupees 25 ..	230 0	260 0			
2.	240 0	270 0			
3.	250 0	280 0			
4.	260 0	290 0			
5.	270 0	300 0			
6.	280 0	310 0			
7.	290 0	320 0			
8.	300 0	330 0	335 0		
9.	310 0	350 0	347 50		
10.	320 0	360 0	360 0		
11.	330 0	370 0	372 50		
12.	340 0	380 0	385 0		
13.	350 0	390 0	397 50		
14.	360 0	400 0	410 0		
15.	370 0	410 0	410 0		
16.	380 0	420 0	422 50		
17.	390 0	430 0	435 0		
18.	400 0	440 0	447 50		
19.	410 0	450 0	460 0		
20.	420 0		460 0		
21.	440 0		485 0		
22.	460 0		510 0		
23.	480 0		540 0		
24.	500 0		555 0	557 50	
25.	520 0		570 0	575 0	
26.	540 0		585 0	592 50	
27.	560 0		600 0	610 0	
28.	580 0		615 0	627 50	
29.	600 0		645 0	645 0	
30.	620 0			662 50	
31.				680 0	690 0
32.				697 50	710 0
33.				715 0	730 0
34.				732 50	750 0
35.					770 0
36.					790 0
37.					810 0
38.					830 0

LIST OF ARBITRATORS

- Mr. W. D. Thamotheram of 22, Collingwood Place, Colombo 6
- Mr. H. Wanigatunga of 42/6, Samudrasanna Road, Mount Lavinia

LIST OF SPECIAL ARBITRATORS

- Mr. N. Sivaganasunderam of 100/4, Horton Place, Colombo 7

THE SCHEDULE REFERRED TO IN CLAUSE 4 OF PART II

FORM NO. 1

Name of Employer : \_\_\_\_\_

AUTHORISATION

In pursuance of the Agreement entered into between the Bata Shoe Company of Ceylon Limited and the Ceylon Mercantile Union of which I am a member, please deduct from my pay each month the sum of Rupees . . . . . (Rs. . . . .) and remit the same to the said Union on my behalf in respect of my current monthly membership dues. The first payment should please be made from my next pay following the date hereof.

(Date of signing)

(Signature of Employee)

(Full name of Employee in Block Capitals)

(Address of Employee)

RECEIVED ON . . . . .  
 (To be filled by the Company)

FORM NO. 2

Name of Employer : \_\_\_\_\_

REVOCATION

With reference to the authorisation submitted by me, please cease to deduct from my pay any further membership dues in favour of the Ceylon Mercantile Union with effect from the next pay due to me immediately following the date hereof.

(Date of Signing)

(Signature of Employee)

(Full Name of Employee)

(Address of Employee)

RECEIVED ON . . . . .  
 (To be filled by the Company)

FORM NO. 3

Name of Employer : \_\_\_\_\_

AMENDMENT OF AUTHORISATION

With reference to the authorisation submitted by me, please deduct from my next pay following the date hereof Rupees . . . . . (Rs. ) instead of Rupees . . . . . (Rs. ) as heretofore and remit the same to the Ceylon Mercantile Union on my behalf in respect of my current monthly membership dues.

(Date of signing)

(Signature of Employee)

(Full name of Employee)

(Address of Employee)

RECEIVED ON.....

(To be filled by the Company)

IN WITNESS WHEREOF the parties aforesaid have hereunto set their hand at Colombo PETER ZDENEX BALDIK, Managing Director of Bata Shoe Company of Ceylon Limited, GOVINDAR RASANAYAGAM, Purchasing Manager of Bata Shoe Company of Ceylon Limited, have set their hands for and on behalf of the said Company on the Twenty-ninth day of April, One Thousand Nine hundred and Seventy.

Sgd.....  
P. Z. BALDIK

Sgd.....  
G. RASANAYAGAM

Witnesses to the signatures of the said PETER ZDENEX BALDIK and GOVINDAR RASANAYAGAM

1.....  
2.....

IN WITNESS WHEREOF the parties aforesaid have hereunto set their hand at Colombo MAY WICKREMASURIYA, Assistant Secretary, Ceylon Mercantile Union, JUAN PEDIGE BENNET FERNANDO, Secretary, Ceylon Mercantile Union Branch at Bata Shoe Company of Ceylon Limited, have set their hands for and on behalf of the said Union, on the Twentyninth day of April, One thousand Nine hundred and Seventy.

Sgd.....  
M. WICKREMASURIYA  
Sgd.....  
J. P. B. FERNANDO

Witness to the signatures of the said MAY WICKREMASURIYA and JUAN PEDIGE BENNET FERNANDO

1.....  
1.....

8-427

My No. C/I. 832.

My No. C/I. 832.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

NOTICE of repudiation received by me from Managing Director M/s. Rockland Distilleries Ltd., 73, Gregory's Road, Colombo 7, under Section 20 (1) of the Industrial Disputes Act (Chapter 131), of the award of the Arbitrator dated 12th December, 1964, binding on The Ceylon Mercantile Union, 22 1/1, Upper Chatham Street, Colombo 1 and Messrs. Rockland Distilleries Ltd., 73, Gregory's Road, Colombo 7 and published in *Government Gazette* No. 14,276 of January 1, 1965, is hereby published in terms of Section 20(2) (b) of the said Act.

NOTICE of repudiation received by me from General Secretary, The Ceylon Mercantile Union, 22 1/1, Upper Chatham Street, Colombo 1, under section 20 (1) of the Industrial Disputes Act (Chapter 131), of the award of the Arbitrator dated 12th December, 1964, binding on The Ceylon Mercantile Union, 22 1/1, Upper Chatham Street, Colombo 1 and M/s. Rockland Distilleries Ltd., 73, Gregory's Road, Colombo 7 and published in *Government Gazette* No. 14,276 of January 1, 1965, is hereby published in terms of Section 20(2)(b) of the said Act.

In terms of Section 20(2)(b) of the Industrial Disputes Act, Chapter 131, it is hereby declared that the aforesaid award shall cease to be in force on and after 1st September, 1970.

In terms of Section 20(2)(b) of the Industrial Disputes Act, Chapter 131, it is hereby declared that the aforesaid award shall cease to be in force on and after 1st September, 1970.

W. L. P. DE MEL,  
Commissioner of Labour.

W. L. P. DE MEL,  
Commissioner of Labour.

Dated this 4th day of August, 1970.

Dated this 4th day of August, 1970.

The Notice of Repudiation

The Notice of Repudiation

Rockland Distilleries Ltd.,  
Gregory's Road, Colombo,  
23rd May, 1970.

THE INDUSTRIAL DISPUTES ACT, No. 43 OF 1950  
(CAP. 131)

Notice of repudiation of an award of an arbitrator.  
The Ceylon Mercantile Union,  
22 1/1, Upper Chatham Street,  
Colombo 1,  
23rd May, 1970.

THE INDUSTRIAL DISPUTES ACT, No. 49 OF 1950  
(CAP. 131)

Notice of repudiation of an award of an arbitrator.  
To: The Commissioner of Labour,  
Department of Labour,  
Colombo.

To: The Commissioner of Labour,  
Department of Labour,  
Colombo.

Notice is hereby given of the repudiation of the award of the arbitrator (Mr. S. A. Wijayatilake) dated 12th December, 1964, binding on the Ceylon Mercantile Union, H. M. Peiris and Rockland Distilleries Ltd., and published in *Ceylon Government Gazette* No. 14,276 of 1st January, 1965.

Notice is hereby given of the repudiation of the award of the arbitrator (Mr. S. A. Wijayatilake) dated 12th December, 1964, binding on the Ceylon Mercantile Union, H. M. Peiris and Rockland Distilleries Ltd., and published in *Ceylon Government Gazette* No. 14,276 of 1st January, 1965.

ROCKLAND DISTILLERS LTD.,  
J. G. C. DE S. WIJEBERATNE,  
Managing Director.

H. M. PEIRIS,  
General Secretary, Ceylon  
Mercantile Union for and on  
Behalf of the Ceylon Mercantile  
Union.

My No. T. 7/874.

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131**

THE Award transmitted to me by the Arbitrator to whom the industrial dispute which had arisen between the Ceylon Mercantile Union, 22 1/1, Upper Chatham Street, Colombo 1. and Messrs. Trincomalee Tea Administration Co. Ltd., Trincomalee, was referred under section 3 (1) (d) of the Industrial Disputes Act, Chapter 131 (as amended) for settlement by arbitration, is hereby published in terms of section 18 (1) of the said Act.

W. L. P. DE MEL,  
Commissioner of Labour.

Department of Labour,  
Colombo 5, July 31, 1970.

A-774

No. T. 7/874.

In the Matter of an Industrial Dispute  
between

The Ceylon Mercantile Union,  
22 1/1, Upper Chatham Street, Colombo 1,  
and

Messrs. Trincomalee Tea Administration Company Ltd.,  
Trincomalee

**The Award**

The Commissioner of Labour, by virtue of the powers vested in him under section 3 (1) (d) of the Industrial Disputes Act, Chapter 131, as amended by Industrial Disputes (Amendment) Acts, Nos. 14 and 62 of 1957 and 4 of 1962, referred the following dispute to me for settlement by arbitration—vide his Order dated 5th August, 1968:—

" Whether the termination of the services of Mr. M. Nadarajah by Messrs. Trincomalee Tea Administration Co. Ltd. was justified and to what relief, if any, is Mr. Nadarajah entitled "

When this matter came up before me on the 28th January, 1969, and on subsequent dates, Mr. Vernon de Livera represented the Ceylon Mercantile Union, and Mr. S. R. de Silva, Assistant Secretary, Employers' Federation of Ceylon, represented the Trincomalee Tea Administration Co. Ltd.

The workman in this case, Mr. M. Nadarajah, was employed as a Watcher under the Trincomalee Tea Administration Co. Ltd., at Chinabay. A charge was framed against Mr. Nadarajah to the effect that he was detected removing 2½ lbs. tea without due authority from the premises of the Company on 3rd February, 1968.

His explanation was called for on this charge, and after a domestic inquiry, he was dismissed by letter R5. The circumstances of this incident which are material are that Mr. C. N. Beadle, the Stores Manager, received information from a person whose identity is not disclosed, that Mr. Nadarajah was removing some tea from the premises of the Company. Mr. Nadarajah himself had seen Mr. Beadle a few minutes before this information was received shortly before 3 p.m. Mr. Beadle says that he then came down from his Office with the object of meeting Mr. Nadarajah who should have been in the premises at that time, but that he was delayed for about 5 or 10 minutes by some obstreperous lorry drivers who wanted some assurance from him regarding the unloading of their lorries. Mr. Beadle then called the Stores Overseer, Mr. K. B. de Waas, who got into a jeep with him and went in the direction that Mr. Nada-

rajah had taken. Mr. Beadle met Mr. Nadarajah on the road on his bicycle and stopped him. The exact distance that Mr. Nadarajah had covered before Mr. Beadle met him is not clear, but it seems to be about half a mile. Mr. Beadle examined Mr. Nadarajah's bag and found in it some personal belonging and the tea. At this stage Mr. Beadle speaks to a confession made by Mr. Nadarajah in which he admitted that he had taken the tea and asked for pardon. The first written record of his confession appears to have been made when Mr. Beadle gave evidence at the domestic inquiry. If such a confession had been made immediately on the alleged detection, a record of it should in the ordinary course have been made even if the procedure laid down by the legal advisers did not cover such a situation. Such a record could have been made when Mr. Nadarajah was produced before the Manager or the Personnel Officer.

I do not think that I am entitled to take into account this alleged confession in deciding whether the charge has been proved or not, and I accordingly disregard it. According to Mr. Nadarajah, he had told Mr. Beadle at the time he was first questioned that he had purchased this tea from outside. The first record of this defence is also contained in the domestic inquiry. Mr. Nadarajah denied the confession, and Mr. Beadle denied the defence put forward by Mr. Nadarajah.

The witness Mr. de Vos stated in evidence that there would be tea on the ground every day in the stores from damaged chests. Where such tea could be identified as belonging to a particular chest, the chest was repaired and the tea put back into it; where this could not be done, the tea was swept into the sea at the end of the day. He said that about 50 to 60 lbs. of tea may be disposed of in this way in a day.

It is not possible for anyone to say whether the tea found in Mr. Nadarajah's bag came from the premises, or, if it did, whether it came directly from a broken chest or from the discarded tea on the floor. Had it been discarded tea, it would be a *res nullius* which could not be the subject of theft or retention.

Mr. Beadle would have realised the importance of the information given to him by the undisclosed informant; and had he come down from his office immediately, Mr. Nadarajah would have been apprehended at the stores itself with the tea in his possession. Mr. Beadle should have realised the seriousness of the charge against the Watcher and should not have been deterred by the lorry drivers (who have not been called) from pursuing or detaining the alleged thief and apprehending him within the premises and searching him.

I am not satisfied with the frankness of Mr. Beadle in this matter, and there remains a reasonable doubt in my mind on the question whether Mr. Nadarajah had removed the tea from the premises of the Company; the benefit of this doubt I am bound to give to Mr. Nadarajah. Even in a charge of retaining stolen property, all that the accused is called upon to do is to give a reasonable explanation in regard to his possession of the property, and such an explanation has been given.

I, therefore, hold that the dismissal of Mr. M. Nadarajah is not justified, and I make Award that he be reinstated with backwages with effect from the date of his dismissal, viz. 3.2.1968. reinstatement to be effected within a fortnight of the date of publication of this Award, and backwages to be paid within 3 months of his reinstatement.

H. P. WANIGATUNGE,  
Arbitrator.

Dated at Colombo, this 8th day of July, 1970.

8-470

**Miscellaneous Departmental Notices****NOTICE UNDER THE LAND REGISTERS (RECONSTRUCTED FOLIOS) ORDINANCE (Cap. 120)**

I hereby give notice, under Section 4 of the Land Registers (Reconstructed Folios) Ordinance (Chapter 120), that the land register folio, particulars of which appear in column 1 of the schedule hereto, affecting the land described in column 2 thereof, which has been found to be missing or torn, has been reconstructed in full in a provisional folio and relates to the connected deeds, particulars of which are shown in column 3 of the said schedule.

The provisional folio will be open for inspection by any person or persons interested therein at the office of the Registrar of Lands, Trincomalee, from 17th August, 1970 to 30th August, 1970, between the hours of 10 a.m. and 4 p.m. on week days and between 10 a.m. to 12 noon on Pre-poya days.

Any person desiring to lodge any objection against any entry included in a provisional folio or folios or against any of the particulars contained in any such entry and any person desiring to make a claim for the insertion of any entry or of any particulars alleged to have been improperly omitted from any entry must do so by an objection or claim in writing, addressed to the undersigned, which must be sent under registered cover and must reach the office of the Registrar-General not later than 16th September, 1970. The matter in respect of which the objection or claim is made must be clearly and fully set out in the objection or claim, and the objection or claim must be accompanied by all documentary evidence relied upon in support of it.

Schedule

1 Particulars of Land Register folio	2 Description of Land affected as appearing in folio	3 Particulars of deed
Folio 30, Volume 10, Division B, Land Registry, Trincomalee	Lot 1 of Kathanalagera situated at Anaitivu in the Koddiiyar Pattu in the District of Trincomalee Eastern Province and bounded on the north by T.P. 198998, East by the remaining portion of T.P. 226326, South by Lot 1 in PP 5339 and Mudikuriyapumi said to be crown and on the West by Mudikuriyapumi said to be crown and containing in extent 4 Acres, 0 Roods, 33 Perches	Document dated 2nd August, 1938
Registrar General's Office, Colombo, 30th July, 1970. 8-440		R. SAMARASEKARA, Registrar-General.

DEPARTMENT OF INLAND REVENUE

Special Issue of Stamps to Commemorate the Opening of the New Building of the Universal Postal Union Headquarters

IT is hereby notified for general information that a special issue of stamps of the denominations 50 cents and Re. 1.10 cents will be made on the 14th August, 1970, to commemorate the opening of the New Building of the Universal Postal Union Headquarters. These stamps will remain on sale till 28th February, 1971, or until stocks are exhausted, whichever is earlier. During this period the sale of the stamps of the denomination 50 cents of the current series of stamps will be suspended.

2. The 50 cents and the Re. 1.10 cents stamps depict new building of the Universal Postal Union Headquarters.

S. SITTAMPALAM,  
Commissioner of Inland Revenue.

Department of Inland Revenue,  
Colombo 1, 7th August, 1970.

8-505

COMPANIES ORDINANCE (CHAPTER 145)

Notice under Section 277 (5) to Strike Off Sapphire Enterprises Limited

WHEREAS there is reasonable cause to believe that Sapphire Enterprises Limited, a company incorporated on 7th July, 1965, under the provisions of the Companies Ordinance (Chapter 145), is not carrying on business or in operation—

And whereas notice dated 1st April, 1968, was published in the *Ceylon Government Gazette* No. 14,798 of 18th April, 1968, that the name of Sapphire Enterprises Limited, would at the expiration of three months from that date, be struck off the register unless cause was shown to the contrary:

And where Sapphire Enterprises Limited has not shown cause to the contrary within the period of three months aforesaid:

Now therefore I, Jeyaratnam Felix Ponnambalam, Registrar of Companies, acting under section 277 (5) of the Companies Ordinance (Chapter 145), do by this notice declare that Sapphire Enterprises Limited, was this day struck off the Register of Companies and the said Company is dissolved.

J. F. PONNAMBALAM,  
Registrar of Companies.

Department of the Registrar of Companies,  
Colombo 1, 26th July, 1970.

8-340

COMPANIES ORDINANCE (CHAPTER 145)

Notice under Section 277 (5) to Strike Off Tourist Inns Limited

WHEREAS there is reasonable cause to believe that Tourist Inns Limited, a company incorporated on 11th March, 1966, under the provisions of the Companies Ordinance (Chapter 145), is not carrying on business or in operation:—

And whereas notice dated 8th April, 1970, was published in the *Ceylon Government Gazette* No. 14,903 of 24th April, 1970, that the name of Tourist Inns Limited, would at the expiration

of three months from that date, be struck off the register unless cause was shown to the contrary:

And whereas Tourist Inns Limited, has not shown cause to the contrary within the period of three months aforesaid:

Now, therefore, I, Jayaratnam Felix Ponnambalam, Registrar of Companies, acting under section 277 (5) of the Companies Ordinance (Chapter 145), do by this notice declare that Tourist Inns Limited, was this day struck off the Register of Companies and the said Company is dissolved.

J. F. PONNAMBALAM,  
Registrar of Companies.

Department of the Registrar of Companies,  
Colombo 1, 3rd August, 1970.

8-465

PILGRIMAGE ORDINANCE

Esala Festival, 1970—Wellassa Kotaboya Devale

IT is hereby notified for the information of the General Public that the above festival commences on 3rd August, 1970, and terminates on 19th August, 1970.

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

W. J. FERNANDO,  
Government Agent, Monaragala District.

The Kachcheri,  
Monaragala, 28.7.1970.

8-307

CLOSING OF THE CIVIL MEDICAL STORES FOR THE ANNUAL VERIFICATION AND STOCK TAKING

THE Civil Medical Stores will be closed so far as the issue of drugs are concerned from 1st September, 1970 to 30th September, 1970, (both days inclusive) for the purpose of annual stock taking and verification of stores.

Heads of Departments, all Officers-in-charge of Hospitals and Dispensaries and Superintendents of Estates, etc., are requested to note that no requisitions for drugs etc., except urgent items as Seras, Antibiotics, Milk Foods, Medical gases and Opium preparations will be entertained during this period.

D. A. A. MUNASINGHE,  
Superintendent,  
Civil Medical Stores.

Office of the Superintendent,  
Civil Medical Stores,  
355, Deans Road, Colombo 10,  
29th July, 1970.

8-346

CEYLON GOVERNMENT RAILWAY

Level Crossing Repairs

THE Level Crossing at 64 miles 59.28 chains between Wellawa and Ganewatta Stations on Northern Line on Kurunegala-Hiripitiya P.W.D. Road, will be closed to vehicular traffic partially from 7 p.m. to 11.30 p.m. on Saturday, 22.8.70 and from 4 a.m. to 6 p.m. on Sunday, 23.8.70 and totally closed from 11.30 p.m. on Saturday, 22.8.70 to 4 a.m. on Sunday, 23.8.70 for effecting repairs. During this period Traffic will be diverted via Kurunegala-Wariyapola-Ganewatta road.

J. PAUL SENARATNE,  
for General Manager Railways.

8-320

Loan 3189.

**THE AGRICULTURAL AND INDUSTRIAL CREDIT CORPORATION OF CEYLON****Cancellation of Sale**

LOTS MARKED 1 AND 2 OF THE LAND CALLED TIHAWA SITUATED IN THE VILLAGE TIHAWA IN TISSAMAHARAMA, HAMBANTOTA DISTRICT, CONTAINING IN EXTENT 20A. 2R. 22P.

IT is hereby notified that the sale of the aforementioned property fixed for the 22nd day of August, 1970, at 2 p.m., and published in Part I, Section (I) of *Gazette* No. 14,915 of July 17, 1970, has been cancelled.

H. S. F. GOONEWARDENA,  
General Manager.

292, Galle Road,  
Colombo 3, August 6, 1970.  
8—471

**PROCLAMATION OF RABIES**

WHEREAS there is danger of Rabies in the Erukkalampiddy V. C. area which falls within the area of the Divisional Revenue Officers Division of Mannar and Murunkan V. C. area which falls within the area of the Divisional Revenue Officers Division of Musali in the Mannar District, Northern Province. It is hereby notified under section 11 of the Rabies Ordinance (Chapter 476) that any dog found in any public place or road or any other place other than a private building, compound or garden, within the above-mentioned Village Council areas, and not being tied up or led, shall be liable to be destroyed forthwith.

The proclamation shall take effect from 20th August, 1970 to 20th February, 1971.

S. KADIRKAMANATHAN,  
Government Agent, Mannar.

The Kachcheri,  
Mannar, 30th July, 1970.  
8—312

My No. CK/RB/14.

**RABIES**

NOTICE is hereby given that as I am satisfied that there is a danger of Rabies in the rural areas of Colombo District—the whole district outside the areas of Colombo, Negombo, and Dehiwala-Mount Lavinia Municipal Councils, Avissawella, Gampaha, Ja-ela, Kolonnawa, Kotte, Moratuwa, Wattala-Mabole and Peliyagoda Urban Councils and Battaramulla, Kotikawatta, Kelaniya, Hendala, Kandana, Mulleriyawa, Maharagama, Homagama, Dalugama, Piliyandala, Ragama, Mirigama, Veyangoda, Minuwangoda and Kochchikade Town Councils, are hereby proclaimed from August 1, 1970, under section 11 of the Rabies Ordinance (Chapter 476).

Any dog found in any public place or road or any place other than a private building, compound or garden within the

said area of the Colombo District and not being tied or led, shall be liable to be destroyed forthwith.

D. W. DE ALWIS,  
Government Agent, Colombo District.

The Kachcheri,  
Colombo, 27th July, 1970.  
8—317

**PROCLAMATION**

NOTICE is hereby given that, as danger of rabies exists in Kaithady area in the D.R.O's Division of Thenmaradchy in the administrative District of Jaffna, the whole area comprising the Kaithady Village Council area is hereby proclaimed under section 11 of the Rabies Ordinance, Chapter 476, for a period of six months from the date of this notification.

2. Any dog found in any public place or road or any place other than a private building, compound or garden, within the area proclaimed and not being tied up or led, is liable to be destroyed forthwith.

J. M. SABARATNAM,  
Acting Government Agent,  
Jaffna District.

The Kachcheri,  
Jaffna, 29th July, 1970.  
8—315

**“Excise Ordinance” Notices**

LD—B. 16/87.  
EC/LB/E/5.

**THE EXCISE ORDINANCE****Excise Notification No. 579**

THE Minister of Finance has, under section 25 of the Excise Ordinance (Chapter 52) directed that, with effect from July 1, 1970, Excise Notification No. 449 published in *Gazette* No. 10,793 of May 5, 1955, as amended by Excise Notification No. 459 published in *Gazette* No. 10,984 of October 26, 1956, be further amended in form A. E. 1 appearing in Schedule 11 thereof, as follows:—

- (a) by the renumbering of condition 6 as condition 7; and  
(b) by the insertion immediately after condition 5 of the following condition:—

“6. All rectified, flavoured, blended and coloured arrack shall be of such strength between 20° under London Proof and 35° under London Proof as the Excise Commissioner may determine.”

M. RAJENDRA,  
Permanent Secretary,  
Ministry of Finance.

Colombo, 27th July, 1970.  
8—314

**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 payment 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
JUNE	Friday	5. 6.70 .. 3.30 p.m.
	Thursday	11. 6.70 .. 3.30 p.m.
	Thursday	18. 6.70 .. 12 Noon
	Thursday	25. 6.70 .. 12 Noon
JULY	Thursday	2. 7.70 .. 12 Noon
	Friday	10. 7.70 .. 12 Noon
	Friday	17. 7.70 .. 12 Noon
	Friday	24. 7.70 .. 12 Noon
	Friday	31. 7.70 .. 12 Noon
AUGUST	Friday	7. 8.70 .. 3.30 p.m.
	Friday	14. 8.70 .. 3.30 p.m.
	Friday	21. 8.70 .. 3.30 p.m.
	Friday	28. 8.70 .. 3.30 p.m.
SEPTEMBER	Friday	4. 9.70 .. 3.30 p.m.
	Friday	11. 9.70 .. 3.30 p.m.
	Friday	18. 9.70 .. 3.30 p.m.
	Friday	25. 9.70 .. 3.30 p.m.
OCTOBER	Friday	2.10.70 .. 3.30 p.m.
	Friday	9.10.70 .. 3.30 p.m.
	Friday	16.10.70 .. 3.30 p.m.
	Friday	23.10.70 .. 3.30 p.m.
	Friday	30.10.70 .. 3.30 p.m.
NOVEMBER	Thursday	5.11.70 .. 3.30 p.m.
	Thursday	12.11.70 .. 12 Noon
	Friday	20.11.70 .. 12 Noon
	Friday	27.11.70 .. 12 Noon
DECEMBER	Friday	4.12.70 .. 12 Noon
	Friday	11.12.70 .. 12 Noon
	Friday	18.12.70 .. 3.30 p.m.
	Thursday	24.12.70 .. 3.30 p.m.
	Thursday	31.12.70 .. 3.30 p.m.

L. W. P. PEREIRA,  
 Government Printer.

Dept. of the Govt. Printer,  
 Colombo, March 5, 1970.