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THE GAZETTE OF THE REPUBLIC OF SRI LANKA (CEYLON)

අංක 49 — 1973 මාර්තු 02 දිනි සිකුරාදා — 1973.03.02
No. 49 — FRIDAY, MARCH 02, 1973

(Published by Authority)

PART I: SECTION (I)—GENERAL

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

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Note.—Gem (Amnesty) Bill was published as a Supplement to Part II of the Gazette of the Republic of Sri Lanka (Ceylon) of February 15, 1973.

Other Appointments, &c.

No. 97 of 1973

No. D. 252/RECT/2.

SRI LANKA AIR FORCE—PROMOTIONS

To be Flight Lieutenants with effect from August 1, 1972:—
 Flying Officer TILAKARATNE BANDARA PANANWALA—(01136)—Admin.
 Flying Officer MUDIYANSELAGE PALITHA WIJESURIYA—(01139)—Admin./Regt.
 Flying Officer NIHAL DHAMMIKA DE ZOYSA—(01140)—Admin./Regt.
 Flying Officer UPALI WANASINGHE—(01141)—Tech/Eng.

To be Temporary Flight Lieutenant with effect from August 1, 1972:—

Flying Officer ABUNACHALAM NARENDRA—(01142)—Tech./Eng.

To be Flight Lieutenants with effect from February 2, 1973:—

Flying Officer MOHANLAL YARNELL WALPITA—(01143)—Admin.
 Flying Officer HEMENDRA CHIRANANDA FERNANDO—(01144)—GD/P.

W. T. JAYASINGHE,
Secretary,

Ministry of Defence and Foreign Affairs.

Colombo, February 17, 1973.

3-149—Gazette No. 49 of 73.03.02

No. 98 of 1973

NOTARIES ORDINANCE (CAP. 107)

THE Honourable the Minister of Public Administration, Local Government and Home Affairs has appointed Miss MANEL DESIRÉE WIJAYAWEERA of "Wijaya", 101/5, Ketawalamulla, Colombo 9, to be a Notary Public throughout

the judicial division of Colombo and to practise as such in the English language.

B. MAHADEVA,
Secretary,

Ministry of Public Administration,
Local Government and Home Affairs.

Colombo, 2nd February, 1973.

3-77—Gazette No. 49 of 73.03.02

No. 99 of 1973

NOTARIES ORDINANCE (CAP. 107)

THE Honourable the Minister of Public Administration, Local Government and Home Affairs has appointed Mr. CHA SUSIL MUNASINGHE of No. 3, Ramanadan Place, Dehiwala, to be a Notary Public throughout the judicial

division of Colombo and to practise as such in the English language.

B. MAHADEVA,
Secretary,

Ministry of Public Administration,
Local Government and Home Affairs.

Colombo, 5th February, 1973.

3-76—Gazette No. 49 of 73.03.02

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 Gazettes received out of times specified in the said notice will be returned to the senders concerned.

Department of Government Printing,
Colombo, March 19, 1971.

L. W. P. PEIRIS,
Government Printer.

No. 100 of 1973

NOTARIES ORDINANCE (CAP. 107)

THE Honourable the Minister of Public Administration, Local Government and Home Affairs has appointed Mr. DON VICTOR PIYADASA JAGODA ARACHCHI of "Sisila", Henpita, Walagedara, Matugama, to be a Notary Public throughout the judicial division of Kalutara and to practise as

such in the Sinhalese language.

B. MAHADEVA,

Secretary,
Ministry of Public Administration,
Local Government and Home Affairs.

Colombo, 5th February, 1973.

3-88—Gazette No. 49 of 73.03.02

No. 101 of 1973

NOTARIES ORDINANCE (CAP. 107)

THE Honourable the Minister of Public Administration, Local Government and Home Affairs has appointed Mr. TUAN LATIFF JAMMOM HADGIE of No. 16, Upper Sinhapiya Road, Gampola, to be a Notary Public throughout the

judicial division of Gampola and to practise as such in the English language.

B. MAHADEVA,

Secretary,
Ministry of Public Administration,
Local Government and Home Affairs.

Colombo, 5th February, 1973.

3-81—Gazette No. 49 of 73.03.02

No. 102 of 1973

NOTARIES ORDINANCE (CAP. 107)

THE Honourable the Minister of Public Administration, Local Government and Home Affairs has appointed Mr. LIHNIKADU ARACHCHIGE DON ISAAOK WIMALAWEERA to be a Notary Public throughout the judicial division of Matale

with office at Galewela and an additional office at Wahakotte and to practice as such in the Sinhalese language.

B. MAHADEVA,

Secretary,
Ministry of Public Administration,
Local Government and Home Affairs.

Colombo, 5th February, 1973.

3-79—Gazette No. 49 of 73.03.02

No. 103 of 1973

NOTARIES ORDINANCE (CAP. 107)

THE Honourable the Minister of Public Administration, Local Government and Home Affairs has appointed Mr. PONNIAH VETTIYELU of Vellampokkedy, Kodikamam, to be

a Notary Public throughout the judicial division of Chavakachcheri and to practise as such in the English language.

B. MAHADEVA,

Secretary,
Ministry of Public Administration,
Local Government and Home Affairs.

Colombo, 5th February, 1973.

3-78—Gazette No. 49 of 73.03.02

No. 104 of 1973

THE following appointments to the Supra Class of the General Clerical Service have been made:—

Mr. U. R. T. B. MUWARTIYA, Supra Class of the General Clerical Service to be Office Assistant, Ministry of Public Administration, Local Government and Home Affairs, with effect from December, 01, 1972, until further orders.

Mr. T. G. F. MENDIS, Class I of the General Clerical Service, to act as Office Assistant to the Government Agent in authority over the Administrative District of Colombo, with effect from October 01, 1971, until further orders.

Mr. T. G. F. MENDIS, Supra Class of the General Clerical Service to be Office Assistant to the Government Agent in authority over the Administrative District of Colombo, with effect from July 17, 1972, until further orders.

Mr. T. B. WEERAKOON, Supra Class of the General Clerical Service to be Office Assistant to the Government Agent in authority over the Administrative District of Matale, with effect from September 02, 1972, until further orders.

Mr. K. WIJESINGHE, Supra Class of the General Clerical Service to be Office Assistant to the Government Agent in authority over the Administrative District of Matale, with effect from November 01, 1972, until further orders.

Mr. J. J. VAZ, Class I of the General Clerical Service, to act as Office Assistant to the Government Agent in authority over the Administrative District of Ampara, with effect from February 07, 1972, until further orders.

Mr. S. T. SENARATH, Class I of the General Clerical Service, to act as Office Assistant to the Government Agent in authority over the Administrative District of Badulla, with effect from July 26, 1972, until further orders.

Mr. C. VISAGAPPEUMAL, Class I of the General Clerical Service, to act as Office Assistant to the Government Agent in authority over the Administrative District of Ratnapura, with effect from January 06, 1972, until further orders.

Mr. P. S. JAYASINGHE, Class I of the General Clerical Service, to act as Office Assistant, Department of Rural Development, with effect from August 01, 1972, until further orders.

Mr. M. E. B. PERERA, Class I of the General Clerical Service, to act as Office Assistant to the Government Agent in authority over the Administrative District of Colombo, with effect from September 01, 1972, until further orders.

Mr. R. B. SENARATNE, Class I of the General Clerical Service, to act as Office Assistant to the Government Agent in authority over the Administrative District of Kurunegala, with effect from February 01, 1972, until further orders.

Mr. W. C. H. FERNANDO, Class I of the General Clerical Service, to act as Administrative Officer, Sri Lanka Customs, with effect from September 16, 1972, until further orders.

Mr. T. D. R. GUNAWARDENA, Class I of the General Clerical Service, to act as Office Assistant, Ministry of Housing and Construction, with effect from November 01, 1972, until further orders.

R. M. B. SENANAYAKE,

for Director General of Public Administration.

Department of Public Administration,
Torrington Square,
Colombo 7, February 21, 1973.

3-220—Gazette No. 49 of 73.03.02

Government Notifications

L. D.—B. 23/63.

THE FINANCE ACT, No. 11 OF 1963

ORDER made by the Minister of Finance by virtue of the powers vested in him by section 58 (4) (g) of the Finance Act, No. 11 of 1963.

N. M. PERERA,
Minister of Finance.

Colombo, February 20, 1973.

Order

1. (1) The provisions of sub-sections (1), (2) and (3) of section 58 of the Finance Act, No. 11 of 1963, shall not apply to the transfer of any land or shares in any company to a person who is not a citizen of Sri Lanka and who is the trustee of a charitable trust, if—

- (a) such transfer is for the purposes of such trust;
- (b) such trust has more than two trustees; and
- (c) the majority of the trustees of such trust are citizens of Sri Lanka.

(2) In this Order, the expression "charitable trust" shall have the same meaning as in the Trusts Ordinance (Chapter 87).
3-152—Gazette No. 49 of 73.03.02

L. D.—B. 7/63.

THE INLAND REVENUE ACT, No. 4 OF 1963

Notice under Section 16A

BY virtue of the powers vested in me by section 16A of the Inland Revenue Act, No. 4 of 1963, as amended by Act No. 6 of 1969, I, Nanayakkarachari Martin Perera, Minister of

Finance, do by this Notice, declare "Ceylon Heart Association" to be an approved charity for the purposes of that section.

N. M. PERERA,
Minister of Finance.

Colombo, February 20, 1973.

3-153—Gazette No. 49 of 73.03.02

CRIMINAL PROCEDURE CODE (AMENDMENT) LAW,

No. 9 OF 1972

Order made under Section 1

BY virtue of the powers vested in me by section 1 of the Criminal Procedure Code (Amendment) Law, No. 9 of 1972, I, Felix Reginald Dias Bandaranaike, Minister of Justice, do by

this Order appoint the first day of March, 1973, as the date on which the provisions of section 2, section 3 and section 4 of that Law shall come into operation.

FELIX R. DIAS BANDARANAIKE,
Minister of Justice.

Colombo, 21st February, 1973.

3-133—Gazette No. 49 of 73.03.02

THE BIRTHS AND DEATHS REGISTRATION ACT

Notification under Section 5

BY virtue of the powers vested in me by section 5 of the Births and Deaths Registration Act (Chapter 110), I, Felix Reginald Dias Bandaranaike, Minister of Public Administration, Local Government and Home Affairs, do by this notification, amend with effect from First day of March, 1973, the notification published in the supplement to *Gazette* No. 8,146 of September 20, 1935, as amended from time to time, in the Schedule thereto, under the heading "Eastern Province—Batticaloa District"—,

- (1) by the substitution, for item 12 relating to Eravur Division of the item set out in the Schedule A hereto, and
- (2) by the insertion, immediately after item 12, of the new items 12A, 12B and 12C, set out in the Schedule B hereto.

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

Colombo, 06th February, 1973.

SCHEDULE A

12. Eravur Division comprising the following villages:—

Eravur Division No. 1
Eravur Division No. 3
Iyankerny (part)
Meeradakerny
Punnaikudah (part)
Thalavai (part)
Thamarakerny

SCHEDULE B

12A. Arumugathan-Kudiyiruppu Division comprising the following villages:—

Arumugathan-Kudiyiruppu
Mylambavely
Savukkadi
Thannamunai
Vedakudiyiruppu

12B. Pankudavely Division comprising the following village:—

Eravur Division No. 4
Eravur Division No. 5
Illupadichenai
Iyankerny (part)
Komparchenai
Makkulanai
Nellipodiyarkalchenai
Palamadu
Pankudavely
Punnaikudah (part)
Sangulai
Thalavai (part)
Thoduvilcholai
Veppavaddavan

12C. Rugam Division comprising the following villages:—

Karadiyanaru
Karadiyan Kulam
Kitulwewa
Kopavely
Kosgolla
Kottasa
Kumpuruveli
Marapalam
Mavadichenai
Mavalaiaru
Pullumalai or Periyapullumalai
Puthampuri
Rugam Puthur
Sinnapullumalai
Sokampi
Tharuppulluveli
Thumpalancholai
Urugamam
Vellaikkalthalawai
Weligakandiya

3-23—Gazette No. 49 of 73.03.02

L. D.—B. 12/68.

THE TOURIST DEVELOPMENT ACT, No. 14 OF 1968

Order under Section 2 (1)

BY virtue of the powers vested in me by section 2 (1) of the Tourist Development Act, No. 14 of 1968, I, Punchi Banda Gunatilleka Kalugalla, Minister of Shipping and Tourism, do by this Order, approve the acquisition of the land specified in the Schedule hereto, for the purpose of a Tourist Development Project of the Ceylon Tourist Board, a public corporation established by Act, No. 10 of 1966.

P. B. G. KALUGALLA,
Minister of Shipping and Tourism.

Colombo, 19th February, 1973.

SCHEDULE

Right of way and passage for both foot and vehicular traffic in along and over all that allotment of land called PUNCHIMALINIYAWATTA also known as Dombagahawatta, PUNCHIMALINIYAWATTA also known as PUNCHINAIDEGEWATTA, PUNCHIMALINIYAWATTA also known as ALGEWATTA and MUSIGAWELA and PALUGEDARAWATTA also known as PARATOLLEWATTA situated at Moragalle in Alutgam Badda of Kalutara Totamune, Kalutara District, Western Province, bounded as follows:—

North by: Portions of PUNCHIMALINIYAWATTA also known as Dombagahawatta, PUNCHIMALINIYAWATTA also known as PUNCHINAIDEGEWATTA and PUNCHIMALINIYAWATTA also known as ALGEWATTA and MUSIGAWELA;

East by: Portions of MUSIGAWELA and PALUGEDARAWATTA also known as PARATOLLEWATTA;

South by: Mahamaliniyawatta also known as Gurunnehelagewatta (now Confifi Beach Hotel outer boundary wall);

West by: Mahamaliniyawatta also known as Gurunnehelagewatta (now Confifi Beach Hotel outer boundary wall) and the Road.

Containing in extent 0A. OR. 17.850P. being Lot A1 as depicted in Plan 812 dated 5th and 20th December, 1971, made by G. Ambepitiya, Licensed Surveyor.

3-151—Gazette No. 49 of 73.03.02

L. D.—B. 152/84.

THE MASTERS ATTENDANT ORDINANCE

RULES framed and established for the Port of Colombo by the Minister of Shipping and Tourism under section 3 of the Masters Attendant Ordinance (Chapter 369).

P. B. G. KALUGALLA,
Minister of Shipping and Tourism.

Colombo, February 31, 1973.

Rules

The Colombo Port Rules, 1936, published in the Supplement to Gazette No. 8,251 of October 16, 1936, as amended from time to time, are hereby further amended, by the addition of the following new rules immediately after rule 54A:—

“ 54B. No person shall carry on the undertaking of clearing of garbage in the Port except under the authority of a licence issued in that behalf by the Master Attendant.

54C. (i) Every person who desires to obtain a licence referred to in rule 54B, shall make an application in writing to the Master Attendant.

(ii) Every such application shall state the following:—

(a) the name of the applicant and where the applicant is a company, firm or partnership, its business name, and the names of the directors, proprietors or partners, as the case may be;

(b) the address of the principal place of business of the applicant;

(c) where applicant is a company registered under the Companies Ordinance (Chapter 145), the registration number of such company.

54D. It shall be lawful for the Master Attendant—

(a) after such inquiry, as he may deem necessary, to refuse to grant any such licence if he considers that such work cannot be adequately undertaken by the applicant.

(b) to refuse to grant any such licence if he considers that such work can be adequately undertaken by the Port Commission, or any other organisation in which the Government has a financial interest either directly or through a Corporation.

54E. It shall be lawful for the Master Attendant to cancel such licence—

(a) If such person carries on such undertaking inefficiently or without proper safeguards or precautions;

(b) if he considers that such work can be adequately undertaken by the Port Commission, or any other organisation in which the Government has a financial interest either directly or through a Corporation.

3-41—Gazette No. 49 of 73.03.02

L. D.—B. 23/50.

THE MORTGAGE ACT

BY virtue of the powers vested in me by section 3 (c) of the Mortgage Act (Chapter 89) and on the recommendation of the Board made under section 114 (2) of the said Act, I, Kiri Banda Dissanayake, Director of Commerce, do by this notification declare each of the institutions specified in the Schedule hereto to be an approved credit agency for the purposes of that Act.

කී. දිසානායක,
Director of Commerce.

Colombo, 14th February, 1973.

Schedule

1. The Rupee Finance Company.
2. L. B. Finance Limited.

3-29/1—Gazette No. 49 of 73.03.02

L. D.—B. 16/53.

THE TRUST RECEIPTS ORDINANCE

BY virtue of the powers vested in me by section 5 (1) (a) of the Trust Receipts Ordinance (Chapter 86), I, Kiri Banda Dissanayake, Director of Commerce, do by this notification declare each of the institutions specified in the Schedule hereto to be an approved credit agency for the purposes of that Ordinance.

කී. දිසානායක,
Director of Commerce.

Colombo, 14th February, 1973.

Schedule

1. The Rupee Finance Company.
2. L. B. Finance Limited.
3. Fineo Limited

3-29/2—Gazette No. 49 of 73.03.02

L. D.—B.

THE WAGES BOARDS ORDINANCE

Notification

IN accordance with the provisions of section 28 of the Wages Boards Ordinance (Chapter 136), the Wages Board for the Match Manufacturing Trade hereby notifies that the Board, by virtue of the powers vested in it by section 30 of the aforesaid Ordinance proposes to vary, in the manner set out in the Schedule hereto, such decision of the Board as are specified in that Schedule.

Objections to the aforesaid proposal will be received by the Chairman of the Board until 12 noon on March 30, 1973.

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

W. L. P. DE MEL,
Chairman,
Wages Board for the Match
Manufacturing Trade.

Department of Labour,
Colombo 5, February 19, 1973.

SCHEDULE

The decisions made by the Wages Board for the Match Manufacturing Trade and set out in the Schedule to the Notification published in *Gazette* No. 9,708 of May 30, 1947, as varied from time to time, shall be further varied in Part IV of that Schedule, under the heading "Public Holidays" by the substitution for paragraph 1 of the following paragraph:—

PUBLIC HOLIDAYS

1. (a) Subject to the provisions of this paragraph and of paragraph 2, every employer shall allow as holidays with remuneration to all workers employed under him the following public holidays within the meaning of the Holidays Act, No. 29 of 1971:—
 - (1) The Tamil Thai Pongal Day;
 - (2) The day immediately prior to the Sinhala and Tamil New Year's Day;

- (3) The Sinhala and Tamil New Year's Day;
- (4) May Day (May 1);
- (5) The Full Moon Day of the Sinhala month of Wesak;
- (6) The Day immediately succeeding the Full Moon Day of the Sinhala month of Wesak;
- (7) Republic Day (May 22);
- (8) Good Friday;
- (9) Christmas Day.

(b) The remuneration payable to a worker for each such holiday as is referred to in sub-paragraph (a) shall be the minimum rate of wages prescribed for a normal working day in the month in which such holiday occurs.

3-170—Gazette No. 49 of 73.03.02

THE WAGES BOARDS ORDINANCE

Notification

IN accordance with the provisions of Section 28 of the Wages Boards Ordinance (Chapter 136), the Wages Board for the Tobacco Trade hereby notifies that the Board by virtue of the powers vested in it by Section 30 of the aforesaid Ordinance proposes to vary, in the manner set out in the Schedule hereto, such decisions of the Board as are specified in that Schedule.

Objections to the aforesaid proposal will be received by the Chairman of the Board until 12 noon on 16th March, 1973.

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

W. L. P. DE MEL,
Chairman,

Wages Board for the Tobacco Trade.

Labour Secretariat,
Colombo 5, 21st February, 1973.

SCHEDULE

The decisions made by the Wages Board for the Tobacco Trade and set out in the Schedule to the notification published in *Gazette Extraordinary* No. 14,692/6 of April 28, 1966, as varied in the manner set out in the notification published in *Gazette* No. 27 of September 29, 1972, shall be further varied

PUBLIC HOLIDAYS (SECTION 25)

(a) Subject to the provisions of this paragraph and paragraph (2) hereto, every employer shall allow as holidays with remuneration to all workers employed by him the following public holidays within the meaning of the Holidays Act, No. 29 of 1971, if such worker has worked under him for not less than 3 days during the period of 7 working days immediately preceding each such holiday:—

- (1) The Tamil Thai Pongal Day;
- (2) The day immediately prior to the Sinhala and Tamil New Year's day;
- (3) The Sinhala and Tamil New Year's day;
- (4) May Day (May 1);
- (5) The day immediately following the Full Moon Poya Day of the Sinhala month of Wesak;
- (6) Republic Day (May 22);
- (7) Milad-un-Nabi (Holy Prophet's Birth day);
- (8) Bandaranaike Commemoration Day (September 26);
- (9) Christmas Day.

3-174—Gazette No. 49 of 73.03.02

THE WAGES BOARDS ORDINANCE

Notification

IT is hereby notified that Mr. T. A. Moy, who was appointed by the Minister of Labour under section 9 of the Wages Boards Ordinance (Chapter 136), to act as a member of the Wages Board for the Nursing Home Trade, during the absence, out of the Island of Mr. Paul Sterchi, has ceased to act as such,

with effect from 29th January, 1973, since Mr. Paul Sterchi, has returned to the Island and has resumed office as a representative of the Employers on the Wages Board.

A. E. GOGEBLY MORAGODA,
Secretary,
Ministry of Labour.

Colombo, February 20, 1973.

3-168—Gazette No. 49 of 73.03.02

5941

THE NATIONAL HOUSING ACT, No. 37 OF 1954

Certificate under Section 49

BY virtue of powers vested in me by section 49 of the National Housing Act, No. 37 of 1954, I, Pieter Gerald Bartholomeusz Keuneman, Minister of Housing & Construction, do hereby certify that the land described in the Schedule hereto should be acquired by the Government for the purpose of being made available for the carrying out of any housing object within the meaning of Section 2 of that Act.

P. G. B. KEUNEMAN,
Minister of Housing and Construction.

GAB/ACQ/129,
Colombo, 13.2.1973.

SCHEDULE

A strip of land which is 4 feet wide 225 feet long being a portion of land bearing Asst. No. 181, Park Road, Thimbiri-gayaya situated within the Municipal Council limits of Colombo, Colombo District, Western Province and bounded as follows:—

- North by: Remaining portion of the same land;
East by: Crown land;
South by: Park road;
West by: Municipal drain.

3-82—Gazette No. 49 of 73.03.02

5941

THE NATIONAL HOUSING ACT No. 37 OF 1954

Certificate under Section 49

BY virtue of powers vested in me by Section 49 of the National Housing Act No. 37 of 1954, I, Pieter Gerald Bartholomeusz Keuneman, Minister of Housing and Construction, do hereby certify that the land described in the Schedule hereto should be acquired by the Government for the purpose of being made available for the carrying out of any housing object within the meaning of Section 2 of that Act.

P. G. B. KEUNEMAN,
Minister of Housing and Construction

Colombo, February 13, 1973.

SCHEDULE

A block of land approximately one acre in extent of land called Wellabodawatta *alias* Millagahawatta situated along Colombo-Kandy Road, Gramasevaka Division of Belummahara, D.R.O's Division of Gampaha, Colombo District, Western Province and bounded as follows:—

- North by land of G. Baby Nona;
East by Colombo-Kandy Road;
South by land of G. Peter Singho;
West by cart track.

3-75—Gazette No. 49 of 73.03.02

My No. W. 105/176.

Order

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 Planter's Society, P. O. Box 46, Kandy of the one part and (1) Messrs. Opalgalla Tea & Rubber Estates Ltd. and (2) Messrs. Carson Cumberbatch & Co. Ltd., both of P. O. Box 24, Colombo of the other part was referred by order dated July 17, 1972, made under section 4 (1) of the Industrial Disputes Act, Chapter 131 as amended, and published in the *Gazette of the Republic of Sri Lanka* (Ceylon) No. 19 of August 4, 1972, 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 5, 15th February, 1973.

A-1172.

No. W. 105/176.

In the matter of an industrial dispute
between

Ceylon Planters' Society of P. O. Box 46, Kandy, of the one part
and

(1) Messrs. Opalgalla Tea & Rubber Estates Ltd., and (2) Messrs. Carson Cumberbatch & Co. Ltd., both of P. O. Box 24, Colombo, of the other part.

This matter was referred to me by the Honourable Minister of Labour by his order dated 17th July, 1972, under section 4 (1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (Revised Edition 1956) as amended by the Industrial Disputes (Amendment) Acts Nos. 14 and 62 of 1957, 4 of 1962 and 39 of 1963 (read with Industrial Disputes (Special Provisions) Act, No. 37 of 1968), for settlement by arbitration.

The matter in disputes between the aforesaid parties is "whether the failure of the management of Opalgalla Group, Gammaduwa to continue the employment of Mr. A. W. H. Ellawala as Acting Superintendent of the said Opalgalla Group, Gammaduwa is justified and to what relief he is entitled".

Mr. Athulathmudali instructed by Mr. Samarasinghe appeared for the Ceylon Planters' Society. Mr. Mark Fernando instructed by Julius and Creasy appeared for the employer.

Both the applicant and the respondents did not file their statements as required under Regulation 21 (1) of the Industrial Disputes Regulations, 1958, as a settlement was been negotiated

On November 2, 1972, the parties informed me that there is no dispute now pending between them as the matter has been settled to the satisfaction of both parties.

In the circumstances I make no award in this case.

R. R. NALLIAH,
Arbitrator.

Dated at Colombo, this 14th day of December, 1972.

3-68—Gazette No. 49 of 73.03.02

My No. T. 7/1032.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to the Commissioner of Labour by the Arbitrator to whom the industrial dispute which had arisen between the United General Workers' Union, 291, Main Street, Negombo and Mr. B. M. Aloysius Perera, Proprietor, Wijaya Printers, No. 277, Main Street, Negombo was referred by order dated 9th November, 1971 under section 4 (1) of the Industrial Disputes Act, Chapter 131, as amended and published in *Ceylon Government Gazette* No. 14,986 of 26.11.71, 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 5, 14th February, 1973.

A-1104.

No. T. 7/1032.

In the matter of an Industrial Dispute
between

the United General Workers' Union,
291, Main Street, Negombo,
and

Mr. B. M. Aloysius Perera,
Proprietor, Wijaya Printers,
No. 277, Main Street, Negombo.

Award

The Hon'ble Minister of Labour, by virtue of the powers vested in him under section 4 (1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (1956 Revised Edition) as amended by (Amendment) Acts Nos. 14 and 62 of 1957, 4 of 1962, and 39 of 1963 (read with Industrial Disputes (Special Provisions) Act No. 37 of 1968) has, by his Order dated 9th November, 1971, referred the above mentioned dispute to me for settlement by arbitration.

The matter in dispute between the aforesaid parties is whether the non-employment of thirty employees, whose names are listed in the latter part of this Award, and who are members of the above Union, by the Management of Wijaya Printers, No. 277, Main Street, Negombo, is justified, and to what relief each of them is entitled.

The inquiry into the dispute commenced on 13.1.1972, on which date Dr. J. Sivapragasam appeared for the Applicant Union, and Mr. W. E. M. Abeysekera, Advocate, instructed by Mr. Winslow Wijayaratanam of the Labour & Allied Consultant Service, appeared for the Respondent Employer. On the next date of inquiry and thereafter the Applicant Union was represented by Mr. V. Karalasingham, Advocate, with Dr. J. Sivapragasam and Mr. W. Lionel M. Fernando of the United General Workers' Union.

A preliminary Objection taken by Mr. Abeysekera, on behalf of the Respondent Employer, to this inquiry, was over-ruled by me.

During the course of the inquiry both parties informed me that they had amicably settled the dispute on the terms which are set out below:

1. The Respondent Employer, Mr. B. M. Aloysius Perera, shall pay, *ex gratia*, the amounts of money shown against each worker as shown below, in full and final Settlement of all their claims and dues, whether Statutory or otherwise, namely:

| | Rs. |
|--|-----------------|
| 1. P. Joseph Anthony | 450.00 |
| 2. M. A. Chandrasiri | 110.00 |
| 3. M. Kasthuriratne | 450.00 |
| 4. C. L. Leetin Fernando | 180.00 |
| 5. K. S. Ranjith Leiton | 85.00 |
| 6. K. Nimanis Fernando | 810.00 |
| 7. K. D. Cyril Appuhamy | 810.00 |
| 8. H. M. M. Bandara | 130.00 |
| 9. K. D. Anthony Appuhamy | 180.00 |
| 10. G. Sebastian Fernando | 200.00 |
| 11. W. Tudor Fernando | 165.00 |
| 12. K. Francis Perera | 85.00 |
| 13. A. Canecious Fernando | 85.00 |
| 14. B. A. Ariyapala | 85.00 |
| 15. George Ranjit Fernando | 80.00 |
| 16. W. L. Bernard Appuhamy | 810.00 |
| 17. J. Kingsley Fernando | 85.00 |
| 18. V. Nathan | 210.00 |
| 19. A. Maxwell Fernando | 630.00 |
| 20. Anton Selvarajah | 210.00 |
| 21. D. C. M. Peiris <i>alias</i> Camillus Peiris | 85.00 |
| 22. D. C. M. Nettikumara | 120.00 |
| 23. Dayananda Wickramasinghe | 270.00 |
| 24. W. D. Kenneth Perera | 75.00 |
| 25. T. H. M. Solomon Peiris | 1,170.00 |
| 26. Edward Loyola | 85.00 |
| 27. M. D. Anthony Appuhamy | 75.00 |
| 28. Lakshman Rodrigo | 85.00 |
| 29. K. L. Piyaratne | 85.00 |
| 30. D. Anthony Fernando | 125.00 |
| | 8,025.00 |

2. The United General Workers' Union accepts the above and it or its members have no dues or claims whatsoever against Mr. Aloysius Perera by way of employment or other wise on the payment of the aforesaid monies.

3. Mr. Aloysius Perera agrees to deposit with the Assistant Commissioner of Labour, Negombo, the total sum of Rs. 8,025 less the sum of Rs. 2,223.44 (which sum is already in deposit with the said Assistant Commissioner of Labour, on or before 15.2.1973. Mr. Aloysius Perera will, therefore, deposit the sum of Rs. 5,801.56 as aforesaid on or before 15.2.1973.

I am of the view that the above terms of Settlement are fair and reasonable, and I make Award accordingly.

E. B. K. DE ZOYSA,
Arbitrator.

Dated at Colombo, this 23rd day of January, 1973.

3-70—Gazette No. 49 of 73.03.02

My No. C/I. 1175.

THE INDUSTRIAL DISPUTE ACT, CHAPTER 131

THE Award transmitted to me, by the arbitrator to whom the industrial dispute which has arisen between Lanka Waraya Samajawadi Kamkaru Samithiya, No. 2, Leyden Bastian Gate, Colombo 1, of the one part and Mr. P. J. David 19 2/12, Mackinon Mackenzie Building, Victoria Arcade, Colombo 1, and Mr. K. W. Wijesena, 70, Sri Gunananda Mawatha, Colombo 13, of the other part was referred by order dated 29th August, 1972, made under section 4 (1) of the Industrial Disputes Act, Chapter 131, as amended and published in the *Gazette of the Republic of Sri Lanka* (Ceylon) No. 24 of September, 8th, 1972, 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 5, 20th February, 1973.

A-1186.

C. I. 1175.

In the matter of an Industrial Dispute
between

Lanka Waraya Samajawadi Kamkaru
Samithiya,
No. 2, Leyden Bastian Gate,
Colombo 1, of the one part

and

Mr. P. J. David,
19 2/12, Mackinon Mackenzie Building,
Victoria Arcade, Colombo 1

and

Mr. K. W. Wijesena,
70, Sri Gunananda Mawatha,
Colombo 13, of the other part.

Award

The Honourable the Minister of Labour, by virtue of the powers vested in him by section 4 (1) of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (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) has by his Order dated 29th August, 1972, appointed me to be the arbitrator and referred to me the aforesaid dispute for settlement by arbitration.

The matter in dispute as set out in terms of section 16 of the aforesaid Act by the Commissioner of Labour in his statement of 22nd August, 1972, is "whether the non-offer of work to the following employees who are members of the Lanka Waraya Samajawadi Kamkaru Samithiya by the aforesaid Messrs. P. J. David and K. W. Wijesena is justified and to what relief each of them is entitled.

1. S. A. Seimon
2. P. A. D. Silva
3. L. A. Wijithadasa
4. D. M. Dharmasena
5. U. G. Sumathipala "

Parties appeared before me on 28.9.72, 2.11.72, 18.11.72, 22.11.72 and 28.11.72. The Union was represented by Mr. G. Coomaringam, Proctor, with Mr. L. G. Piyasingha, Secretary, Lanka Waraya Samajawadi Kamkaru Samithiya and Mr. P. J. David by Mr. R. L. Jayasuriya, instructed by Mr. C. E. Gurusinghe, Proctor, Mr. K. W. Wijesena was present in person and was not represented.

On 30.11.72, the parties to the dispute agreed to the settlement of the dispute on the following terms:—

- S. A. Seimon, P. A. D. Silva, L. A. Wijithadasa, D. M. Dharmasena and U. G. Sumathipala, referred to in the statement of the matter in dispute will be offered work, along with the other 47 workers who are already working on ships worked by Mobile Marine Engineering Company, on the same term and conditions as obtained earlier. Those workers will report for work on the 1st of December, 1972, and thereafter they will be assigned work on the first available ship.

I consider the above terms of settlement fair and equitable and make award accordingly.

M. MATHIAPARANAM,
Arbitrator.

Dated at Colombo, this 14th day of December, 1972.

3-167—Gazette No. 49 of 73.03.02

My No. T/23/CO. 358/71.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by the President, Labour Tribunal to whom the industrial dispute which has arisen between Mr. A. X. B. Anandappa, 43, Sagara Road, Colombo 4 and The Ceylon Estates Employers' Federation, 73/1, Kollupitiya Road, Colombo 3 was referred by order dated 29th April, 1971, made under section 4 (1) of the Industrial Disputes Act, Chapter 131 as amended and published in *Ceylon Government Gazette* No. 14,957 of May 7th 1971, 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 5,
February 20, 1973.

In the Matter of an Industrial Dispute
between

Mr. A. X. B. Anandappa of
43, Sagara Road, Colombo 4

and

The Ceylon Estates Employers' Federation of
73/1, Kollupitiya Road,
Colombo 3.

Award

ID/LT. 8/5/71.

The above dispute was referred to this Tribunal by the Minister of Labour by virtue of the powers vested in him by section 4 (1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (1956 Revised Edition) as amended by Acts, No. 14 of 1957, 62 of 1957, 4 of 1962 and 39 of 1968 (read with the Industrial Disputes (Special Provisions) Act, No. 37 of 1968), for settlement by arbitration.

The matters in dispute between the aforesaid parties are:—

- (1) whether the order of the employer transferring the workman with effect from 1st April, 1971, is justified and to what relief the workman is entitled.
- (2) whether the employer who justified in treating the workman as having vacated his employment with effect from 1st April, 1971, and to what relief the workman is entitled.

At the inquiry before the Tribunal Mr. N. Satyendra instructed by Mr. Sambandan appeared for Mr. Anandappa, hereinafter called the applicant, and Mr. S. J. C. Kadirgamar, Q.C., with Mr. Desmon Fernando, instructed by Messrs. Julius & Creasy appeared for the Ceylon Estates Employers' Federation, hereinafter called the respondent.

According to the statement filed by the respondent it was the position of the respondent that on 18th January, 1971, the applicant was informed of his transfer to Hatton with effect from 1st April, 1971.

The applicant protested against this transfer and on 27th March, 1971, he informed the respondent that he would not report for duty in Hatton on 1st April, 1971. Thereafter he failed to report for work on 1st April, 1971 as instructed. The respondent thereupon informed the applicant by letter dated 1st April, 1971, that he was in breach of the contract of his employment and was therefore being treated as having vacated his employment from 1st April, 1971.

It was the position of the applicant that though the respondent purported to transfer him to Hatton with effect from 1st April, 1971, by letter dated 18th January, 1971, the said purported transfer was unlawful and unjustified. He also stated that though the respondent wrote to him informing him that on 1st April, 1971, he was treated as having vacated his employment with effect from that date he denied having done so by his letter dated 3rd April, 1971. He further stated that he had at no stage vacated his employment with the respondent and that the respondent was not justified in treating him as having vacated his employment.

In order to understand the circumstances in which this dispute has arisen it is necessary to recount in some detail the event leading to the dispute. According to the evidence produced before the Tribunal the applicant was appointed Labour Relations Officer under the Ceylon Estates Employers' Federation on 15.4.66. His terms and conditions of appointment are contained in the letter of appointment dated 5th April, 1966 marked "A" and attached to the answer filed by the respondent.

The applicant accepted the appointment in terms of this letter and started functioning as a Labour Relations Officer under the respondent. His main functions were legal work in connection with matters arising before Labour Tribunals and he along with a number of other Labour Relations Officers who performed similar functions were also designated Legal Labour Relations Officers. He was first assigned work at the Labour Tribunal, Galle, in May, 1966 and travelled to Galle from Colombo. He was paid travelling expenses at the rate of 35 cents a mile and subsistence at the rate of Rs. 37.50 for a night out. He was also entitled to receive a car allowance of Rs. 150 per month in terms of the letter of appointment. At that time there were 4 similar Labour Relations Officers employed in the Federation who also were resident in Colombo and were travelling to the various places where Labour Tribunals had been established. They too were paid batta and travelling for outstation work in the way that the applicant had been paid. In September, 1966 the applicant was assigned work in Ratnapura and he continued to travel to Ratnapura from Colombo till the end of 1968. In 1969 he was asked to go to Hatton but as there was no Tribunal functioning at Hatton at that time he was attached to Colombo itself, and was assigned work in Galle, Kandy and Nuwara Eliya whenever the necessity arose. In August, 1969, the Labour Tribunal at Hatton started to function on a circuit basis but the applicant was not assigned work in Hatton but continue to function in Colombo and other places as before while the work at Hatton was covered by the Labour Relations Officer at Nuwara Eliya. In November, 1969, he started working in Hatton operating from Colombo for which he was paid batta and travelling in the usual manner.

On 1st December, 1970, a permanent President was appointed to Hatton and the Tribunal at Hatton commenced working on a permanent basis and he continued to function in Hatton operating from Colombo as before. Somewhere towards the end of December the applicant asked for his 7 days' annual leave. He stated in his application for leave that his wife, who, it was revealed somewhere in June, 1969 as having cancer of an advanced stage, was asked by the Doctors to undergo various tests and X-rays in the course of the treatment accorded to her. It was for this purpose that he had asked for this leave. The leave was allowed till 10th January, with some intervening public holidays. On 2nd January, 1971, the respondent by letter marked A1 asked the applicant to cancel his leave as there were several cases listed for hearing in the Labour Tribunal at Hatton. This was an unusual procedure and the applicant replied by A2 stating that he was unable to do so. Thereafter he reported for work on 10th January and on the 18th of January he received a letter transferring him to Hatton with effect from 1st April, 1971. Since the applicant's wife was seriously ill and required his personal attention and presence constantly with her, he asked the respondent to reconsider the order of transfer in view of these circumstances. This however, was refused. Thereafter the letters marked E2 to E17 passed between the applicant and the respondent.

In the course of this correspondence the applicant had forwarded by letter dated 24th February, 1971 marked E5 a report from the Medical Specialist who was treating the applicant's wife, wherein it was stated that the patient required regular specialist treatment which the applicant stated was available only in Colombo. The applicant had also appealed to the President of the C. E. E. F. but this appeal too had been turned down. Thereupon on a suggestion made by the respondent that the transfer could be altered if another Labour Relation Officer would consent to proceed to Hatton, the applicant had replied that such an arrangement could be made if suitable furnished quarters could be provided. As the respondent had taken up the position that there was no obligation on the part of the respondent to provide furnished quarters this arrangement had fallen through. Thereupon the applicant had suggested to the respondent that he be allowed to continue to attend to Labour Tribunal work in Hatton on the existing basis until such time as suitable accommodation was found for the L. R. O. who would take up duties in Hatton in his place. In this same letter the applicant also had pointed out that according to his terms and conditions of appointment he was only required to serve in any

planting district in Ceylon, but there was no specific requirement for residence in any planting district. The respondent had been unable to agree with this interpretation and, therefore, insisted on the applicant reporting for duty with effect from 1st April, 1971 in Hatton. Since the applicant failed to report for duty on 1st April, 1971, the respondent had written the letter dated 1st April, 1971 marked E16, whereby applicant has been informed that the respondent was reluctantly compelled to treat him as having vacated his employment with effect from that date.

The applicant in answer had written the letter dated 3rd April, 1971, marked E17 denying that he had vacated his post and had reiterated that he had not refused to serve in any planting district in which he had been asked to serve in keeping with the terms and conditions of employment.

These briefly were the circumstances that led to this dispute. Evidence in regard to the dispute was heard on several dates; Mr Anandappa himself gave evidence on his own behalf while on behalf of the respondent Mr. T. R. R. Wijewickreme, Secretary of the Ceylon Estates Employer's Federation, who had throughout acted on behalf of the Federation, gave evidence. In addition the President of the Ceylon Estates Employers' Federation, Mr. T. Nugawela, Mr. E. Ratnayake and Mr. D. Balasuriya, both Labour Relations Officers, also gave evidence.

It was the contention of the Learned Counsel for the respondent that the right to transfer an employee is the right of the employer and that it is a managerial function. The obligation to go on transfer, he said, was an incident of service as well as a condition in the contract of employment, marked "A" in the instant case. He also stated that personal events, or personal considerations could not be taken into account in considering the question whether a transfer order was lawful or justified. The only ground he said on which a transfer order can be impugned is where malice is established. In this particular instance, he said, the applicant had categorically stated that there was no malice in the transfer order and, therefore, the respondent was justified in the actions he had taken. In support of these contentions the Learned Counsel relied on the Judgements reported in 73 NLR—278 to 288 in Ceylon Estates Staff's Union vs. Meddecembra Estate, Watagoda, 71 NLR—223 to 225 in Municipal Council Colombo vs. Moonasinghe and 73 NLR—211 to 216 in Ceylon Transport Board vs. T. K. Thangadasa,

It would be necessary to examine closely the judgements referred to above in order to see how far these propositions can be applied in all the circumstances of the instant case. It would be seen from the submissions that much reliance has been placed on the order made in Ceylon Estates Staff's Union vs. Superintendent, Meddecembra Estate in 73 NLR pages 278 to 288. In this order Justice Weeramantry, after examining a number of judgements both in the Supreme Court of India and Ceylon as well as the Labour Appellate Court of India came to the conclusion "Liability to be transferred from one establishment to another at a different place by the employer or at his instance is a normal incident of service, that is to say, it is an implied condition of service" (page 282).

I have no doubt that His Lordship had the circumstances of that particular case and other similar cases in his mind when he enunciated this broad proposition. However, it has been held by a Bench of 3 Judges in the Supreme Court of India, in Kundan Sugar Mills vs. Ziya Uddin and others—1960 1 LLJ pages 266 to 270 that the liability to transfer an employee cannot be considered as an inherent right of the employer. In the words of the Learned Judges it was observed "The arguments of the Learned Counsel for the Appellant that the right to transfer is implicit in every contract of service is too wide (sic) the mark". To appreciate the distinction drawn between the board propositions set out in C. E. S. U. vs. Superintendent Meddecembra Estate and the limitations set on this right in the other, it is necessary to examine the circumstances of these two cases.

In the first case the workman concerned was a Factory Officer who had been transferred from the Northern Division, Meddecembra Estate, Watagoda, to the Southern Division of the same Estate as a Senior Assistant Factory Officer on the same salary and terms and conditions of the appointment he held in the Northern Division. The workman refused to accept the transfer on the ground that it appeared to him to be a demotion. It was admittedly a condition in the contract of service that the employee shall not be reduced in Grade, but the employer repeatedly assured him that there was no reduction in grade or emoluments. The workman concerned had been an employee of the same Company for a considerable period of time and

had been gradually promoted from the original post he held at the lowest rung of the service to the position of a Factory Officer. He was drawing a salary in accordance with the post he held. There is absolutely no doubt in this case that the workman concerned was subject to transfer from one factory to another within the service of the Company. In fact in the course of his promotions he had to hold positions in Factories involving progressively larger acreages of Tea in order that he may qualify for these promotions, a circumstance which was in accordance with a Collective Agreement between his Union and the Employer.

In the other case the circumstances were different. The 4 workmen concerned were employees in a Sugar Factory run by a partnership concern at a particular place. Sometime after their employment the employer acquired another factory in a distant place and the workmen concerned were transferred to this factory. At the time the workmen originally entered into the contract of service with the employer there was no possibility for the workmen to envisage a transfer from the factory in which they were thus employed as there was no indication that the employer was going to acquire more factories elsewhere. In these circumstances the contract of service made at the time the workmen joined the service of the employer did not permit the employer to insist on their transfer to the new place on the basis that it was an implied term in their contracts.

Hence I would say with great respect that the proposition that the liability to transfer is an implied condition of service cannot be applied unreservedly to each and every employee without reference to the contract of service entered into between the workman and the employer. I would say the rights of an employer and an employee must primarily be governed by the terms of contract between them or by the terms necessarily implied therefrom. In other words it must be subject to whatever limitations that are circumscribed by the contract itself. In such circumstances an examination of the contract itself becomes relevant. This brings us to the document marked "A" in the answer of the respondent.

The principal clause which governs this condition in the contract of service of the applicant reads as follows :—

"You may be required to serve in any planting district in Ceylon on such work as you may be directed to undertake. On your appointment you will be first attached to the Head Office in Colombo".

According to the respondent it was claimed that under the terms of this condition the respondent had the right to transfer the applicant to various places where the respondent felt that his services were required. It was the contention of the applicant that this condition only permitted the respondent to require him to serve in any planting district but not to be stationed in any such area. In support of this contention the applicant also stated in E13 that this was what had been done by him in the past and that he was still prepared to do in the future. On this basis he had stated that he was prepared to continue to do Labour Tribunal work in Hatton on the existing basis until such time as arrangements were made for another officer to take his place.

It is observed from the wording of this condition in the contract of service that there is no express condition that the applicant should be resident at any particular place. Even in the transfer order E1 there is no specific requirement of residence in Hatton. It was the contention of the applicant that when he joined this service in April, 1966, there was no insistence that he should be resident in any particular place. According to his evidence he was first operating in the Labour Tribunal, Galle, and later up to the end of 1968 in the Labour Tribunal, Ratnapura. During these 2 years of his service he had been stationed in Colombo and travelled both to Galle and Ratnapura whenever there was work. Admittedly the work in Ratnapura kept him occupied for 5 or 6 days of the week and he used to stay over for a few days at the Ratnapura Club; but whenever there was a break in the middle of the week he came down to Colombo. There is no indication in the evidence of the volume of work in Galle. He had been paid travelling expenses and batta for the entire period of his service in Ratnapura and Galle apparently on the terms set out in para (g) of the contract. He had also been similarly paid batta and travelling for the various spells of work that he did in Hatton and other places during the period that there was no permanent Labour Tribunal functioning in Hatton. When ultimately the Labour Tribunal in Hatton

commenced functioning on a permanent basis in December, 1970, the applicant continued to operate on the same basis until the transfer order of 18th January, 1971, when the respondent insisted that he should take up residence with effect from 1st April, 1971, in Hatton.

It was also the evidence of the applicant that the 4 other Labour Relations Officers in employment under the respondent, namely Messrs. M. S. Wallbeoff, S. A. Wijewardene, A. S. Nicholas and Anthony de Vos were at the time he joined the service of the respondent resident in Colombo and operating in the various Tribunals they were attached to. It was also his evidence that these officers were paid travelling and batta from Colombo in the same way that he was paid. It would also appear from his evidence that in the subsequent years the same practice continued for Labour Relations Officers to operate from Colombo in various Tribunals in the island, but in one or two instances these officers took up residence in stations within their area of operation. Of these he said the Labour Relations Officers in Kandy lived in his own house while the Labour Relations Officer in Nuwara Eliya was found quarters by the Federation paying a rental of Rs. 350. The Labour Relations Officer who operated in Badulla was found quarters in Bandarawela and he was paid travelling from Bandarawela to Badulla, while his rental was paid by the Federation. This evidence has not been contradicted by the respondent except for the fact that the Labour Relations Officer who was in Bandarawela from 1.1.69 paid his own rent and that he was paid a rent allowance of Rs. 250 as given in the contract of service.

In this connection the respondent led the evidence of Mr. T. R. R. Wijewickreme, the Secretary of the Federation and Mr. D. Balasuriya, Labour Relations Officer attached to Badulla. Mr. Wijewickreme was unable to speak to any facts beyond the time that he took up duties as Secretary and that was in March, 1970. In fact he has categorically stated in cross-examination that he was not in a position to speak to the various functions of Labour Relations Officers and the practice prevailing in 1966 except what was stated in the letter of appointment of the applicant. He was, however, able to say that a Labour Relations Officer was permanently posted to Hatton in 1967 to attend to Labour Tribunal work and that he was not given quarters by the respondent. The respondent led the evidence of Mr. Balasuriya who was the Labour Relations Officer who functioned in Hatton when the Labour Tribunal was first established in 1967. According to his evidence he was posted to Hatton from 1.1.67 and he worked there till the end of 1968. He also stated that he started operating from Colombo at the commencement of his service but in March on being asked to take up residence in Hatton he shared accommodation with the District Labour Relations Officer who was also resident in Hatton. But he stated, he obtained permission to come to Colombo during weekends and made himself available for work in Colombo whenever he came down. From 1.1.69 he was attached to the Labour Tribunal, Badulla and he found accommodation in Bandarawela and the respondent paid him his travelling and subsistence whenever he went to Badulla for work in the Labour Tribunal.

From this evidence it would appear that the general practice in regard to the posting of these Labour Relations Officers for work at various Tribunals was for them to operate from Colombo. There is absolutely no doubt that the officers working in Galle and Ratnapura had invariably been in Colombo right throughout and even up to now. The Labour Relations Officer, Badulla, according to the evidence, had at first been operating from Colombo and subsequently operating from Bandarawela. There is no evidence before the Tribunal that the Labour Relations Officer was stationed at Bandarawela on the express orders of the respondent. A Labour Relations Officer had also been stationed in Nuwara Eliya, but the evidence is that he was found quarters by the respondent. The period of such residence has not transpired in the course of the evidence before the Tribunal. The Labour Relations Officer in Kandy originally appears to have travelled from Colombo but later had taken up residence in Kandy in his own house. There is no evidence by the respondent to indicate that any of these Labour Relations Officers have been stationed in these 3 places, namely Kandy, Nuwara Eliya and Bandarawela on the express orders of the respondent. The only place where the respondent appears to have posted a Labour Relations Officer to be stationed outside Colombo was in respect of the Labour Tribunal at Hatton. There was, of course, no claim that this was a special condition in the case of this particular Tribunal. Even here this posting had been in respect of one particular Labour Relations

Officer and that is Mr. Balasuriya who assumed duties on 1.1.67. It was the contention of the Learned Counsel for the applicant that since his contracts of service has not been produced before the Tribunal it could not be presumed that this officer was recruited on the same terms as the applicant. In his evidence Mr. Balasuriya has stated that he obtained permission to come to Colombo during the weekends and at the same time he has stated that he has made himself available for work in Colombo whenever he came down. If Mr. Balasuriya came down to Colombo only during weekends it is not understood how he was able to make himself available for work in Colombo as it is a well-known fact that during weekends no office actually functions. In this respect I have some doubts whether Mr. Balasuriya was actually speaking the entire truth.

To sum up, therefore, the weight of the evidence produced before the Tribunal would appear to support the conclusion that the respondent, far from insisting on residence at the place of work, except in one solitary instance, permitted its officers to reside in place convenient to them and travel to the Tribunals they had to appear in and paid their travelling expenses. The applicant throughout his career had worked on these terms. On this basis the insistence on residence in Hatton on his transfer to operate there is clearly an attempt to import a new condition which is not supported by the hitherto prevailing practice and is outside the contract of service. It is, therefore, my view that the right of the respondent to transfer the applicant must be contained within the limitations thus expressed in his contract of service.

Assuming, however that the respondent had this right either in terms of the contract or implied therefrom, the question also arises as to whether the applicant was under an obligation to obey the transfer order whatever the circumstances he may have been in. It is necessary to consider this question because apart from the question of the lawfulness of the order of transfer, the issue is also whether the order of transfer was justified. It was the contention of the Learned Counsel for the respondent that an employee was not justified in refusing to obey a transfer order and that personal considerations could not be taken into account. He was once again replying on the authorities referred to earlier.

In order to answer this question it is necessary at this stage to examine the personal considerations that weighted in the mind of the applicant when he took up the position that he was unable to go on transfer to Hatton. I have already referred to this matter earlier in the course of this order. It was stated by the applicant in the course of his evidence that when the original transfer was made on 29th October, 1968, by E19 he was not concerned with any such personal problems. This was one of the reasons besides the fact that there was no permanent Tribunal functioning in Hatton at that time that he remained silent on this issue. But when in January 1971 the respondent insisted on his residence in Hatton he made an appeal for the cancellation of the transfer because of the grave condition of his wife's health. His letter dated 24th February, 1971 marked E5 states this his wife was a cancer patient under regular specialist treatment and in support of this he has also forwarded a medical certificate which has been marked A3. Further evidence of the condition of his wife's health is seen in A2 of 3rd January, 1971 where the applicant in refusing to comply with the respondent's order to cancel his leave has explained in great detail the nature of his problem. The respondent himself in his reply to E5 on 26th February, 1971 (marked E6) has indicated his appreciation of the personal difficulties of the applicant. It is clear from this evidence that the malady from which the applicant's wife was suffering was something that needed constant specialist attention which admittedly was not available in a place like Hatton. Although the Learned Counsel for the respondent submitted that personal considerations should not be taken into account in complying with an order of an employer I feel that in circumstances of this nature an employee could be permitted to disregard such orders. Even in English Law it has been permitted in *Ottoman Bank vs. Chakarian* (1930, A.C. 277) for an employee to disobey the order of his employer when his wife was in danger. On the other hand in *Turner vs. Mason* (1845 14 M. & W. 112) the employee was not permitted to do so and it was upheld that the servant had no right to disobey the command of her employer even though her mother was likely to die.

The instant case would appear to fall between these two extreme instances. In this case the transfer of the applicant must necessarily mean a very grave risk for the health of his wife. An employee who is confronted with such a problem would naturally hesitate to comply with such an order. The applicant had taken con-

siderable time thinking over the matter before finally deciding on the course of action he had taken. I do not think in the modern context of employer/employee relations that any employer could be heard to say that he would not care what happens either to an employee or his family but the employer's orders must be carried out to the very letter. To permit such conduct would be a gross violation of the principles of social justice which the labour legislation of this country is trying to uphold today.

Another aspect of this question of justifiability of the transfer is referred to in the submission of the Learned Counsel for the applicant. He has pointed out that as a result of such a transfer an applicant must not be made to suffer in any way. In this respect Justice Weeramantry in his order in *C.R.S.U. vs. Meddecombra Estate* has stated that one of the limitations having a bearing on the right of an employer to transfer an employee is "that the employee cannot be made to suffer financially". The Labour Appellate Tribunal of India in accepting the management's right to transfer in *West Bengal Flour Mill Mazdoor Congress vs. Hoogly Flour Mills Ltd., & others* 22.2.1956, 10 F.J.R. 240, subjected such right to two conditions, one of which was that "the employee must not suffer financially on that account".

It was the submission of the Learned Counsel for the applicant that if the applicant was compelled to take up residence in Hatton he should suffer financially on the question of batta and travelling. It was also the position of the applicant that if he was compelled to leave his wife in Colombo to enable her to continue specialist treatment he would have had to run a separate establishment in Hatton for himself and that he would have to be going up and down from Hatton to Colombo to look after his wife's health. This would mean a constant drain on the applicant's purse. Therefore the transfer must necessarily cause financial loss to the applicant.

The Learned Counsel for the respondent also contended that the only ground on which a transfer order can be impugned is where malice is established. In this respect as referred once again to the judgement in *C. E. S. U. vs. Superintendent, Meddecombra Estate*. In the course of this judgement reference has been made to certain limitations to the principle of the right of the employer to transfer an employee. His Lordship in this connection has stated that a transfer should be bonafide and in the interests of the business. It was also the connection of the Learned Counsel for the applicant that whether a transfer order is not made in good faith or not is a matter which is justiciable before a Tribunal. In this connection Learned Counsel for the respondent has pointed out that the applicant has attributed no malice to the respondent in effecting this transfer. The applicant, however, in his evidence has stated that the transfer order was unreasonable and, therefore, it was an order made in bad faith.

According to the evidence of Mr. Wijewickreme, the Secretary of the C. E. E. F., this was a routine transfer made along with 3 other transfers on 29th October, 1968 and was to have taken effect from 1st January, 1969. As there was no permanent Tribunal sitting in Hatton from January, 1969, till the end of November, 1970, there was no necessity for an officer to be stationed in Hatton. It was only after a permanent President was appointed to Hatton on 1.12.70 that it became necessary to have a permanent officer stationed in Hatton. It was his evidence that the applicant was selected for this transfer by him because he had originally been transferred there and that he was attending to the work from Colombo. Furthermore he also felt that a permanent officer was necessary to be stationed in Hatton in the interests of the efficient working of the organisation and because of the financial position of the Federation. He emphasised that the financial position was uppermost in his mind because the Federation had been running at a loss and in order to meet a large deficit in the previous year an additional levy had to be imposed on its members. He also admitted in cross-examination that the commitments of the Federation had been increased after his appointment for which the Federation had to incur a further expenditure of Rs. 50,000 a year. His contention was that if an officer was stationed in Hatton the Federation would save a considerable amount of money on the expenditure involved on batta and travelling for an officer from Colombo. In this respect he marked in evidence a statement of the travelling and batta paid to Mr. Anandappa for the year 1969 and for 3 months in 1971.

The applicant in his evidence pointed out that though a permanent President was appointed to Hatton on 1.12.70 until the 18th January, 1971, the respondent did not think of ordering him to take up residence in Hatton. His contention was that the respondent was not

acted by the reasons stated by Mr. Wijewickreme but that the latter took this action for the reason that he refused to cancel his leave from the 5th of January to the 10th. He also stated that when the request was made by the Secretary to cancel his leave he promptly replied by A2 on 3rd January, 1971 explaining in detail the reasons why he was unable to do so. It was the contention of the Learned Counsel for the applicant that the transfer order of 18th January, 1971, was sprung on the applicant suddenly, only 8 days after he resumed work after his leave, because the Secretary was annoyed that his request had not been heeded. It was also his submission that the reasons given by the respondent for this transfer would not be found to be bona fide on a closer examination of the circumstances of the case. It is, therefore, necessary to examine these reasons in greater detail.

It is not disputed that the applicant was originally transferred along with 3 others in 1968. But his transfer did not take effect and he was assigned work in various other Tribunals and even went up to Hatton when there was a circuit Tribunal functioning there. The respondent merely wanted him to go there because the permanent Tribunal started functioning. Therefore the contention that it was a purely routine matter, on the face of it, appears to be true. But on a closer examination of the reasons given by the Secretary there is certainly much more than meets the eye.

According to the Secretary one factor that concerned him a great deal was the expenditure involved in the payment of travelling and batta for his officers. It was in order to stop this expenditure that he insisted on the applicant taking up residence in Hatton. It is, however, strange that he took no action whatsoever to curtail expenditure on this account in connection with the two other officers who were travelling from Colombo and operating in Ratnapura and Galle. He has given no reason why he permitted his L. R. O. who was attached to Badulla to be resident in Bandarawela and paid him his travelling and batta from there. It was only in the case of the applicant that this expenditure appeared to be something that could have been curtailed. But after 1st April, 1971 the officer who was moved over from Ratnapura to look after the work in Hatton, it was admitted, continued to operate from Colombo and was paid batta and travelling as before.

One reason which the applicant urged made him allege that the transfer order was unreasonable was the failure of the respondent to appreciate the personal difficulties that he was faced with. It is in evidence that the applicant had made known to the respondent the nature of the personal difficulty that he was placed in. In his letter E5 he says "As you are aware my wife is a cancer patient under regular specialist treatment". To this he has attached a medical certificate. Mr Wijewickreme had replied this letter by E6 where he has categorically stated that he appreciated the applicant's personal difficulties very much and he had returned the medical certificate sent by him. In his evidence before the Tribunal the witness attempted to deny that these personal difficulties of the applicant were known to him. At page 26 of the proceedings of 3.6.72 he went to the extent of denying that there was a medical certificate attached to the letter E5, but on being confronted with his reply E6 he admitted that there was. The evidence in regard to E5 runs as follows:—

"Q. Do you today in this witness box state that what Mr Anandappa said there is dishonest?"

A. I have doubts in my mind after his evidence.

Q. So doubts have been created in your mind as a result of the evidence that Mr Anandappa gave in these proceedings?

A. Yes.

Q. To E5, was attached a medical certificate?

A. I don't think there was any medical certificate attached.

Q. Please look at E5. There is a reference there in E 5 to a medical certificate from a Specialist?

A. Yes, there was.

Q. Because you have replied to it later by E6?

A. Yes

Q. When you replied you returned the medical certificate with your reply?

A. Yes."

Thereafter the medical certificate was shown to the witness but his reply was that he could not say whether that was the certificate.

On further cross-examination he replied:—

Q "Do you know that the medical certificate was in respect of his wife and she was suffering from cancer?"

A. I don't recollect".

On being pressed further he insisted on stating that he could not recollect although he stated that he had a good memory.

Finally when he was pressed still further and asked the question "And you accept the position that Mrs. Anandappa's condition required constant specialist observation and treatment available in Colombo?" he had no answer to give.

This witness attempted to justify his action in transferring the applicant on the ground of the efficient working of the organisation. He stated in answer to Counsel for the applicant "I did not think of reasonableness, I thought of the interests of the organisation. I did not have an army of L. R.O.O. I had only 10 L.R.O.O who were also agitating to come to Colombo".

In this respect he went on further to say that the applicant had already stayed in Colombo and, therefore, on grounds of his wife's illness he could not be permitted to be always in Colombo. It was also in evidence that the L. R. O. who was functioning in Galle was a bachelor who appears to have been in Colombo right throughout. When the witness was asked why he had not thought of sending this officer in place of the applicant who had this personal problem the witness gave several reasons, none of which could be accepted as reasonable. First he said that there were not very many cases in Galle and that he was covering Kalutara and preparing answers in Colombo. Next, that this officer was short of hearing and therefore would not be able to tackle the heavy work in Hatton. Finally on further cross-examination he fell back on what the Learned Counsel for the applicant referred to as an interesting explanation that the work in Hatton was more complicated than the work in Galle. These excuses made on behalf of this particular officer only go to show that the Secretary in his quest for efficiency in his organisation was at times prepared to tolerate shortcomings in the case of certain individuals. It is also unfortunate that he had failed to realise that an officer embarrassed with a grave personal problem would not be the most suitable person to contribute to efficiency in work if his mind was kept preoccupied with what was happening in his home a 100 miles away. In this connection it is also interesting to note that even when the applicant himself found an officer who was willing to take his place in Hatton but asked for suitable furnished quarters, the witness ignoring everything else joined issue with the applicant stating that the respondent was under no obligation to find furnished quarters for Labour Relations Officers. What is significant here is that Mr. Wijewickreme ignored the possibility of coming to some arrangement with the officer who was willing to go in place of the applicant and instead was trying to controvert what the applicant had stated. I would say that in the matter of labour relations many things are achieved through discussion and negotiation with parties. It is strange that Mr. Wijewickreme who has boasted of experience in labour relations work for 25 years never used this experience to solve this problem in regard to the applicant.

Therefore, in an overall assessment of the evidence produced on the question of bad faith regarding the transfer of the applicant I find that on a careful analysis of the evidence produced before the Tribunal, there is sufficient and proper evidence of such a finding.

In conclusion, therefore, on the issue whether the order of the employer transferring the applicant is justified I hold that, on the evidence produced before the Tribunal, the respondent was not justified in effecting this transfer in this manner.

I now come to the 2nd issue, namely whether the employer was justified in treating the workman as having vacated his employment with effect from 1st April, 1971 and to what relief the workman is entitled.

On the evidence before the Tribunal the relevant date on which the applicant was ordered to report for duty at Hatton was 1st April, 1971. The applicant, however, failed to proceed to Hatton on this date and instead came to work in the Head Office in Colombo. Therefore the Secretary of the C. E. E. F. issued him a letter, marked E16, on that day, where he told him that he was reluctantly compelled to treat him as having vacated his employment with effect from 1st April, 1971. The applicant replied on 3rd April, 1971 by letter marked E17 denying that he had vacated his post and stated that he was presenting himself for work on 3rd April, 1971. On the same day the Secretary

replied by letter marked E18 stating that the applicant was in breach of his contract of employment and that he had nothing further to add to what has so far transpired. In his own evidence the applicant asserted that he had at no stage any intention to vacate his post nor was he in breach of his contract of employment. As this was a half day and there being no sittings in the Tribunal at Hatton he attended Head Office as was customary. The question, therefore, before the Tribunal is whether the applicant on his failure to report for duty at Hatton on 1.4.71 could be treated as having vacated his post.

The principle of vacation of post becomes normally applicable where a workman has failed to turn up for work without prior permission from his employer. The common law principle governing an application of this principle is clearly laid down in the decision in the Supreme Court of India, in *Buckingham and Carnatic Co., Ltd. vs. Venkatiiah*—1963 2 L. L. J. 638 where it was held that—

“It is true that under the common law an inference that an employee has abandoned or relinquished service is not easily drawn unless from the length of absence and from other surrounding circumstances an inference to that effect could be legitimately drawn and it could be assumed that the employee intended to abandon service. Abandonment or relinquishment of service is always a question of intention and normally such an intention cannot be attributed to an employee without adequate evidence in that behalf.”

The evidence of the applicant in this case, both oral and documentary, leaves no doubt that he had any such intention. Yet what the Secretary of the Federation repeatedly asserted was that the respondent did not terminate the applicant's services, but that the

latter had vacated his post on his failure to report for work at Hatton as was directed by the employer. The factual position being otherwise the basis for this assertion must be looked for elsewhere. This is found in respondent's letters E16 and E18. From these letters it is evident that the applicant was treated as having vacated his post in view of a breach of one of the conditions of his contract of employment. The question whether the respondent is entitled to resort to the device of applying the principle of vacation of post in these circumstances is not a matter that need be gone into in view of the earlier finding that the applicant was not in breach of any of the terms of his contract of employment. Therefore the respondent was not entitled to draw the inference that the applicant had vacated his post.

For these reasons I answer the issue in the negative.

On the question of relief the applicant is entitled to reinstatement with backwages. Accordingly I order the respondent to reinstate the applicant with effect from 2nd April, 1973 and also pay him the sum of Rs. 58,000 being backwages for the period of non-employment. This sum should be deposited with the Assistant Commissioner of Labour (Colombo South) on or before 30th April, 1973 and the applicant will be free to draw the same thereafter.

I make award accordingly.

R. C. de S. MANUKULASOORIYA,
President,
Labour Tribunal (8).

Dated at Colombo, this 14th day of February, 1973.

3-218—Gazette No. 49 of 73.03.02

My No. W. 105/317.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by the Arbitrator to whom the industrial dispute which has arisen between the Ceylon Workers' Congress, 72, Ananda Coomaraswamy Mawatha, Colombo 7, and the Uplands Tea Estates of Ceylon Ltd., the proprietors of Moray Group, Maskeliya, c/o. Whittalls Estate & Agencies Ltd., 148, Vauxhall Street, Colombo 2, was referred by order dated November 24, 1969, made under section 4 (1) of the Industrial Disputes Act, Chapter 131, as amended and published in the *Ceylon Government Gazette* No. 14,383 of December 5, 1969, 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 5, 20th February, 1973.

W. 105/317/H.

A-854

In the matter of an industrial dispute
between

The Ceylon Workers' Congress,
72, Ananda Coomaraswamy Mawatha,
Colombo 7,

and
The Uplands Tea Estates of Ceylon Limited,
the Proprietors of Moray Group, Maskeliya,
c/o. Whittalls Estate & Agencies Limited,
Colombo 2.

Award

THIS is an award made in terms of Section 17 (1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (1956 Revised Edition) as amended by Acts Nos. 14 and 62 of 1957 and 4 of 1962 and 39 of 1968 (read with Industrial Disputes (Special Provisions) Act, No. 37 of 1968). The Honourable Minister of Labour and Employment has, by his Order dated 24th November, 1969, referred the above matter to this Court for settlement by arbitration.

The statement of the Commissioner of Labour, accompanying the reference, sets out the matter in dispute as follows:—

“Whether the transfer orders issued by the management of Moray Group, Maskeliya, to the

employees whose names appear in the attached Schedule are justified and, if not, to what relief each of them is entitled.”

The parties to this dispute are the Ceylon Workers' Congress and the Proprietors of Moray Group, Maskeliya.

Statements in terms of the Act from parties are filed of record.

Mr. Lakshman Kadirgamar with Mr. P. Amerasinghe appeared for the Ceylon Estates Employers' Federation, and Mr. N. Satyendra for the Ceylon Workers' Congress.

The facts would appear to be as follows:—

The Moray Group of Estates comprises six Divisions, of which Moray Division comprises an acreage of 169 acres and a labour force of between 1,500 and 1,000 workers. The Superintendent of Moray Group is M. A. Hermon, who took charge of the Estate in June 1967. He has three Assistant Superintendents under him.

The locale of the present dispute Moray Division, originally had an extent of 169 acres, but, at present, for reasons shortly to be stated, has only 101 acres. The Factory for the entire Group stands on Moray Division, although there is a Factory on Osborne Division which, however, has long been in disuse.

In the implementation of the Maskeliya Oya Project, it became necessary for Government to acquire 68 planted acres of Moray Division, and, at the time this dispute arose, acquisition proceedings had been completed. It was inevitable that the Management would have to take some action with regard to the displaced labour.

It should be mentioned at this stage, that on the Estate, at the time, there were two Unions: (1) The Ceylon Workers' Congress which, at the time was in a minority, and (2) The National Union of Workers, enjoying a majority membership. The 78 workers concerned in this dispute all belong to the Ceylon Workers' Congress which now enjoys an overall majority.

As a result of the impending inundation, in regard to the date to which, it would appear, no clear-cut notice was given, Mr. Hermon, the Superintendent, formulated a scheme in regard to the excess labour. It should straightway be noted, that he did not resort to the expedient of retrenchment as he might have done, but made arrangements to transfer the workers to the Upper Division. His scheme centred round one vital factor, namely, the smooth and efficient working of the Factory.

New machinery had been installed in about the period November 1968-January 1969, a matter which had been exercising his mind for some time. He had decided to have a regular and trained work force functioning in the Factory.

As an initial step, he decided to introduce a new working arrangement. Up to that time, the prevailing practice had been to alternate labour in the different departments of the Factory and between Factory and Field.

Accordingly, on 8.1.69, he ordered freezing of the labour in the Factory—each worker to a particular job—at the same time leaving room for any necessary adjustments later.

It has to be noted that this change affected workers of both Unions.

The National Union of Workers promptly wrote in (vide letter 'R6' dated 11.11.69) protesting against the change. According to Mr. Hermon, he then explained the position to the spokesmen of the Unions, the Union witness Sinnapayal, a worker of long-standing, on behalf of the Ceylon Workers' Congress, and one Selladurai on behalf of the National Union of Workers. The workers of the latter Union struck work on 12.1.69, but the Ceylon Workers' Congress workers did not, and in fact, helped the Management to counter the strike.

Mr. Hermon replied by letter dated 15.1.69 —'R7' deprecating the strike action, and pointing out that such arrangements were now standard practice on most, if not all, Estates. On 17.1.69, the strike was called off and the strikers resumed work, under, it must be noted, the new arrangement.

In February, 1969, Mr. Hermon began to take steps in regard to the displaced workers—the inundation incidentally, began in April 1969, and was duly completed. He decided to retain the Factory workers and their families and certain other categories of workers necessary for the running of the Division, such as the following :—

- (a) Bungalow Gardeners.
- (b) Some Supervising Kanganys.
- (c) Sweepers.
- (d) Some Mechanics.
- (e) Road Roller Operators.
- (f) Tappal Bearers, and
- (g) Medical Orderlies.

According to him the main considerations underlying his scheme were—

- (i) the need for a trained and experienced Factory force ; and
- (ii) preservation of the family unit.

Accordingly, about February 1969, he set about drawing up lists of workers, who were to be transferred to the Upper Division, and also of workers who were to be retained. This work was done by the Personnel Officer with the assistance of a few of the older hands. A list of 101 workers was compiled—vide list 'R11' dated 10.3.69, and, according to Mr. Hermon, notices of transfer were given at various times to the transferees in batches during the period commencing 10/3 and the end of May—the first such notice being given on 27/3 to the first batch.

As a result of certain appeals for retention, 22 names were deleted from 'R11'.

Of the 78 workers under reference, about 12 were casual workers and their names did not appear in 'R11', and no transfer orders were issued to them according to Mr. Hermon, but their families were informed, as it was possible that some of them might be registered workers. Mr. Hermon says that of the 101 workers in 'R11', about 12 accepted the transfer orders and, as a matter of fact, have already moved into some of the new line rooms provided for them.

The others refused to go on transfer to the Upper Division and remained behind without work.

Correspondence ensued between the Management and the Union and the dispute was taken up for discussion at the Labour Office, at Hatton and also in Colombo.

The documents R5, R6, R7, R8, R9, R10, R11, R12, and R13 are in point. Two conferences were held : One at the Labour Office, Hatton, on 18.3.69 and the other at the Labour Department, Colombo, on 27.10.69.

The notes of these conferences are embodied in documents 'R14' and 'R19' and 'R14A', 'R15', 'R16', 'R17', 'R17A', 'R18' and 'R20' are connected correspondence.

The position taken up by the Union is that the basis of selection adopted by Mr. Hermon was unfair and involved discrimination ; that he has acted in an arbitrary manner, and that the proper basis for selection should have been the principle of 'Last to come, first to go.'

It is the case for the Management that movement of labour was inevitable, and that acting in the best interests of the smooth and efficient administration of the Factory and the Estate generally. Mr. Hermon decided on the course he did, as being one also calculated to preserve the family unit.

No settlement being possible, this reference to arbitration ensued.

In proceeding to consider the issue before Court, two considerations stand out in the forefront of this case :—

- (1) that the proposed inundation rendered the movement of labour inevitable ; and
- (2) that, despite the loss of 68 productive acres, the Management did not resort to retrenchment as it might have.

I have considered the large volume of evidence elicited, oral as well as documentary, and also the statements of the parties filed of record. A factor that strikes one as being very important to the issue is that when the National Union of Workers struck work in protest against the freezing order, the Ceylon Workers' Congress did not strike, but, in fact, assisted the Management and co-operated with it. It would, therefore, be a legitimate inference that this step was not unacceptable to the Ceylon Workers' Congress, which would have known in what context it was taken.

The Union has been at pains to show that Mr. Hermon's scheme took the workers, more or less by surprise. Mr. Hermon claims that far from that having been the case, the Ceylon Workers' Congress at that time, not only did not object to his scheme, but accepted it. He says that this is a belated attempt to disrupt the scheme. As I have already mentioned, the CWC stood by the Management during the strike. The drawing up of the lists commenced about February, 1969, and Mr. Hermon says that he deputed the Personnel Officer, Mr. Sinniah, to attend to this work, and instructed him to get the assistance of the Conductor, Rengasamy, two long-standing labourers, named Thodayaman Kangany and Masudian, and the two Talavarts of the Division, namely, Sinnapayal on behalf of the Ceylon Workers' Congress and Selladurai on behalf of the National Union of Workers. He says he kept personally in touch with the work, which took about a month.

He also says that on 7.3.69, he had an interview with the District Representative of the Ceylon Workers' Congress, Michael, and gave him a copy of the lists, and he claims that his scheme was agreed to.

Strangely, Sinnapayal denies that he was associated in any way with the drawing up of the lists and says that they came as a surprise to him and the others as late as May 1969. It is a fact, however, that he does say that one of Sinniah's helpers was Selladurai, and that a Kangany named Thodayaman also helped in the work. In the very next breath, however, he says that he cannot give the names of the helpers. When pressed on this point, he gives the lame explanation that when the "Superintendent told the people 'I am going to transfer these people'". Sinniah and Selladurai were both present.

According to Mr. Hermon one of the transferees was one Letchumanan, who is the son-in-law of Sinnapayal, and he says that the latter spoke to him on behalf of Letchumanan and asked that his name be excluded from the list as he was an epileptic, and that he acceded to this request on compassionate grounds. Sinnapayal denies he made such a request. I do not believe him. The document 'R10', dated 31.3.69, is very significant. In this letter to the General Secretary of the National Union of Workers, Mr. Hermon refers to the case of Letchumanan, and says that he has exempted him and his family from transfer. I have no doubt that Sinnapayal did speak to Mr. Hermon on behalf of Letchumanan. It would have been only natural in the circumstances.

Again, letter 'R5' is in point. It bears the date 15.3.69, and pleads the case of three workers, namely, Periannan, Mariaie Kangany and Arumugam Kangany, and asked that they be exempted from transfer. The

basis of the plea is that they co-operated with the Management during the January strike of the National Union of Workers. Now, this letter bears the signature 'V. Sinnapayal' in Tamil characters. Sinnapayal denies that he brought this letter personally to Mr. Hermon and that he had anything to do with such a letter. Confronted with the signature on it, Sinnapayal first denied that the signature was his, then became very vague and uncertain, claimed that his eye-sight was bad and that he could not decipher the signature, while admitting, nevertheless, that he does not use spectacles for reading and, all in all, made a very sorry exhibition of himself. He finally admitted that it looked like his signature; then alleged that the signature had been engineered by his enemies. The document "R2" bears the genuine signature of Sinnapayal. I have not the least doubt that the signature on "R5" is his. His denials only confirm the truth of the evidence of Mr. Hermon. Incidentally, it should be noted that Mr. Hermon did not accede to the request in "R5".

While these matters show that the evidence of Sinnapayal is unworthy of credit, they have a more important bearing on the issue, as they indicate that, as Mr. Hermon claims, no objection, as such, was taken by the Ceylon Workers' Congress to the transfers at the time. In this regard, there is another item of evidence that is significant. Mr. Hermon claims that Mr. Michael agreed to the transfers at the interview he had with him. If Mr. Hermon is not speaking the truth on this point, the Union could easily have summoned Mr. Michael to refute this testimony. Mr. Michael has not, however, been called as a witness. It has to be noted in this connection that it was not a case of the Union being taken by surprise over this point in Court. Mr. Kadiragamar in his opening address on 19.8.70, made a point of this fact I have no doubt that Mr. Hermon is speaking the truth.

The document "R8", letter dated 8.3.69, from the Ceylon Workers' Congress, and "R9", letter dated 28.3.69 from the National Union of Workers, both to the Superintendent, also bear on this point. They are also appeals to him on behalf of certain individual families for exemption from transfers, but they do not question the basis of selection itself.

The document "R12", dated 4.4.69, raises the matter of selection, and the Superintendent's reply to it, "R13" dated 6.4.69, is important. "R12" is captioned "Retrenchment Moray Division", and in "R13" Mr. Hermon takes exception to this description of his action and refers to his interview with Michael and the fact that at no time was the basis of selection questioned, although he had given the Union Representative every opportunity for representing to him any difficulties regarding particular individuals. It is not without significance that no reply was sent to him and no refutation made.

At the conference at the Labour Office on 18.5.69, Mr. Hermon again reiterated his claim that both the Ceylon Workers' Congress and the National Union of Workers at the time agreed to the transfer arrangement and he also claimed that he had not been blind to humanitarian considerations. I might say that one fact that emerges from these preliminaries is the consistency of Mr. Hermon's position in regard to his claim that both Unions accepted his arrangement.

Paragraph 5 of "R14" is important: The following agreement is purported to have been arrived at:—

1. Labourers with five years and more factory service will be retained for factory work and the choice of such hands is left to the discretion of Mr. Hermon;
2. Among the rest, the principle of 'Last to come, first to go' to operate; and
3. Any resulting problems to be discussed between the Management and the Union.

In this connection, it should be noted that by letter dated 24th May, written on receipt of a copy of 'R14' from the Labour Office, Mr. Hermon took objection to the notation in paragraph 5 reading—

"suggestions which were accepted by both" and pointed out that he had made it clear to the Assistant Commissioner of Labour that he was not agreeable to deviate from the policy he had decided on, "particularly in view of the fact that both Unions had been consulted before its implementation" and, that owing to the Chairman's insistence only it was that, he had agreed to give this matter further consideration. This resulted in an amendment to paragraph 5—vide 'R14A' whereby

the words "which the Management agreed to consider" were substituted for the words—"which were accepted by both".

On 27.7.69 Mr. Hermon writes to the Assistant Commissioner of Labour, Hatton, informing him that, in deference to his wishes and after consideration, he was agreeable to implement the transfer on the basis suggested at the conference reserving to himself, however, the right to choose the factory workers for retention from those who had done factory work for five or more years. He says that any additional labour as may be required in the factory could be recruited from the families of such retained workers. He points out that, otherwise, it would be required of him to put up additional accommodation to house the full complement of labour if they are to be recruited from individual families.

A copy of Mr. Hermon's letter having been sent to the Ceylon Workers' Congress that body wrote to the Assistant Commissioner of Labour, Hatton, by letter dated 6.8.69 (R7), asking that Mr. Hermon be requested to send a list of such workers as he had selected for retention in order to ensure that there would be no discrimination in the choice.

Mr. Hermon's letter dated 23.8.69 (R18) encloses the required list (R24) setting out 54 names for retention.

On 27.10.69, another conference was held at the Labour Department, Colombo, at which Mr. Hermon and both Unions took part. Mr. Hermon pointed out that although the required lists had been made available to the parties at the end of August, 1969, no representations had been made in regard to the question of suitability.

The Ceylon Workers' Congress accused the Management of having taken a long time to prepare the lists. I fail to see any merit in that complaint, since it has taken just over two weeks.

The Union also insisted that the entire list should be recast on the basis of the principle "Last to come, first to go".

Mr. Hermon refused to agree to this, but stated that he was still prepared to consider any representations in regard to eligibility.

The National Union of Workers stated that it agreed with the basis of selection adopted by Mr. Hermon, and that the principle of 'Last to come, first to go' was not appropriate in cases of transfer.

It was agreed that the Ceylon Workers' Congress should send in a statement to the Management setting out the specific grounds of any objections to the selection, but no such statement was ever sent in. This default on the part of the Ceylon Workers' Congress is further pinpointed by 'R21'—letter dated 5.12.69 from the Secretary, Ceylon Estates Employers' Federation to the Commissioner of Labour, stating that no statement had been received from the Ceylon Workers' Congress as was required of them.

In cross-examination, it was suggested to Mr. Hermon that the Ceylon Workers' Congress did, in fact, write to the Commissioner of Labour, protesting against his selection. His answer was that he was not in a position to deny it, a perfectly natural reply, as it would appear to be a fact, that he received no such letter or a copy of one. It is a fact that the Union has not called any one to speak to the fact that such a letter was, in fact, written. I have no doubt at all that such a letter was not written.

There is another point arising out of 'R24' (Mr. Hermon's list of selections for retention). In examination-in-chief Mr. Hermon said that the list 'R24' was erroneous in that it was not a complete list, and that about 18 families had been inadvertently left out. Under cross-examination, he explained that at the time he sent 'R24' to the Assistant Commissioner of Labour, he was unaware of this omission, and that what happened, in fact, was that the names had been typed on different sheets of paper by the Personnel Officer who had inadvertently omitted to send one of the sheets, on which sheet these names appear. He further says that the first he knew of this was during consultations with his lawyers. It would also appear that these 18 names appear in the Factory check-rolls of November, 1968. I have no doubt at all, as far as this goes, that Mr. Hermon is speaking the simple truth. What is important, however, is the fact that there is a very notable omission in "R24" namely the name of Sinnapayal himself. His name nowhere appears on it. Clearly, he was not one of the transferees. The conclusion is very strong that the Union did not pay any real

attention to "R24", which, in my opinion, reflects unfavourably on the 'bona fides' of its allegation of discrimination.

Surely if it did, it could not have failed to point to the omission of Sinnapayal specifically instead of making vague allegations of discrimination. Although it mentions the fact that 27 persons of the 54 in "R24" have not been selected in accordance with the agreed principle, it has not, at any time, mentioned who those persons are or what the specific grounds of objection are in respect of them.

It is significant, again, that in "R14" the Union, while suggesting the adoption of the principle of 'Last to come, first to go', at the same time suggests that the factory workers be taken from the remaining labour who have had factory experience. This could justify the inference that the Union accepted the concept of experience and training as being important in the working of the Factory.

Incidentally, Mr. Hermon was very searchingly cross-examined in regard to the machinery he has referred to and the need for a trained work force. It was shown that a certain measure of manual work was involved. Now, apart from the fact that the Factory is the hub of the Estate, and that the best way to run it is primarily a matter for the Management, I am not disposed on the evidence to interfere with Mr. Hermon's concept of what is best calculated to ensure maximum efficiency.

In any event, it appears a very late stage at which to seek to challenge that concept. In the general context of the evidence on this aspect of the case, one cannot help but feel that the request of the Union in paragraph 2 of "R17" for a list from Mr. Hermon of the retainees in order to ensure that there would be no discrimination is really tantamount to the Union conceding the position, but with an ill-grace.

I have no doubt that the Union did not object to Mr. Hermon's scheme, but, in fact, as he claims, excepted it, and that for certain considerations not excluding Union rivalry—a matter shown up in the evidence—it is now seeking to go back on its earlier position.

As earlier pointed out, Mr. Hermon's scheme is based on two main considerations—

- (i) the necessity for a trained work force for the factory; and
- (ii) the preservation of the family unit.

The Union contends that the correct basis of selection should have been the principle of 'Last to come, first to go'.

Mr. Kadirgamar cited the Estate Labour Indian Ordinance, which enacts that if the services of one spouse are terminated, those of the other and of all dependent children should also be terminated—so as no doubt to preserve the family entity.

Mr. Satyendra, in admitting the principle underlying this legislation, submits that the 78 workers under reference also belong to various families which have been on Moray Division longer than the others and, in support, he called several workers, namely: Muttu, Sellamuttu, Nagamuttu, Iyankutty and Govindan, whose evidence I have taken into consideration.

It seems to me that this question has to be judged in the exclusive context of the general body of evidence. A relevant question is the question of the 'bona fides' of Mr. Hermon's approach to his problem. There is nothing of any substance in the evidence to indicate any ulterior motive on his part, or for that matter, on the part of Mr. Sinniah, who was chiefly instrumental in drawing up the lists under Mr. Hermon's supervision. Having in the first instance, taken the humanitarian decision not to retrench any of the workers—in itself an indication of his good faith—he takes certain other measures, which, in his judgement are best calculated to serve the interests of both the Estate administration and the workers themselves, in the predicament in which the Management was placed.

It has to be remembered that the movement of labour was forced on him. This is not a case of Mr. Hermon, under normal circumstances, deciding to put certain ideas of his into operation. His reasons for making the Factory the king-pin of his scheme can well be appreciated. As an Estate Superintendent he is no fledgeling, but one possessed of considerable planting experience and consequently of maturity of judgement. He claims that the system he introduced in the Factory is standard practice on the majority of Estates. I have no doubt that that is so. On the evidence the question of Mr. Hermon's good faith cannot be in doubt.

At this point, I would observe that Mr. Hermon's evidence, both in the matter of demeanour and substance, was characterised by an obvious honesty. His evidence under a searching cross-examination was singularly devoid of vacillation, hedging and prevarication and was forthright, frank and fair. It was also marked by a striking consistency. He made a most convincing and impressive witness.

I would, at this point, advert to the documents "R14", "R15", "R16", "R17" and "R18". One fact emerges clearly from them, namely, that the basis of the settlement agreed to at the conference on 18.5.69 was that only workers with five years or more of factory experience be retained; and that the choice of the personnel for retention out of such workers be left to the discretion of the Superintendent.

In "R16" dated 20th July, 1969, Mr. Hermon finally agreed—"in deference to your wishes"—to the suggestion of the Assistant Commissioner of Labour, Hatton, that, after the choice of workers with five years factory experience had been made, the principle of 'Last to come, first go go' should be applied in the selection of the others required.

In "R24" Mr. Hermon, in a foot-note, says that this question will not arise as the other workers in the families of the retainees are sufficient for the field work. I do not think it can be said that Mr. Hermon has resorted to this as an expedient to avoid his obligations in this regard, as he had indicated this position earlier, vide paragraph 5 of "R13" dated 6.4.69.

I wish to refer to an item of evidence bearing on this point. Sinnapayal says that after the issue of these transfer orders, and after the stoppage of work in May, 1969, about 20 to 30 workers were brought down daily from the Upper Division in lorries to work in the Factory and that that practice is going on up to the time of speaking.

This evidence purports to show than an insufficient number of workers has been retained by Mr. Hermon for the working of the Factory. Sinnapayal says that he has seen these workers being brought on the occasions when he passed by the Factory. In cross-examination, he says that after the stoppage of work in May, 1969, he has not gone past the factory and later contradicts himself by saying that he does go about once a week for his provisions. Incidentally, Sinnapayal who was one of the retainees did not work after the stoppage of work, and it is in evidence that there is a case filed on his behalf against the Management at the Labour Tribunal, Hatton.

Mr. Hermon denies this averment and says that what actually happened was that an epidemic of Influenza broke out in May, 1969, resulting in a great deal of absenteeism, and accordingly he had to bring down relief from the Upper Division.

I believe Mr. Hermon. Surely, it stands to reason and common sense, that Mr. Hermon, who obviously was out to obtain maximum efficiency in the Factory, would have made sure, in the first instance, of retaining a sufficient work force for that purpose instead of having to incur daily expense and inconvenience of getting down workers from several miles away in a lorry and returning them to their line rooms.

Such a course, however, would be quite understandable in the context of some unusual emergency such as an epidemic of disease.

I would, at this stage, refer to the claim of the Union that several of those who received transfer orders had put in extensive periods of factory service. Reference has been made in this connection to the Factory Pocket Check-Rolls and the Big Estate Check-Rolls.

It has, however, transpired in evidence that in several of these cases no work at all had been done in the Factory in the year immediately preceding, namely, 1968, and that in others only one or two days work, at the most, had been done in that year. Mr. Hermon has explained his selection of workers in "R24"—the application of the agreed criterion of five years experience. It is common ground that he was given the right to make his own choice from among those answering to that qualification, and, in my opinion, rightly so, as it is he who would be in the best position to decide who best would serve his purpose. In fact, this is what he has done at the very outset. If, what was expected of him was to make his choice on the basis of the actual period of factory service—there would be no question of there being any choice at all left him. On the contrary, it would have been merely a matter of arithmetical calculation. It is

obvious, therefore, that he was left free to make his own selection from among those with the necessary qualifications, and there is nothing at all to impugn the 'bona fides' of his choice.

A large volume of evidence was elicited in regard to the periods of residence on the Estate of the various workers. It appears to me on the general body of evidence, that the fact that one worker in the transfer list has spent a longer time on the Estate than one in the list of retainees or that the one has longer factory experience than the other is not vitally material. I do not think that in all fairness the Court can be expected to put everything back into the melting pot and evolve an entirely fresh scheme of transfers. The choice of the retainees was, of consent, left to the discretion of the Superintendent, and I am satisfied that he has exercised his discretion in a 'bona fide' manner.

In regard to the principle of 'Last to come, first to go', Mr. Hermon gives two reasons as to why its application is not practicable—

- (i) it would result in splitting up of the family unit— for example a parent may be retained in Moray Division by virtue of his or her being an old entrant, while the children may be qualified to be sent to the Upper Division ;
- (ii) the Estate would be called upon to provide extra quarters if workers were to be recruited from individual families.

At the conference of 27th October, 1969, the National Union of Workers stated that it did not agree with the suitability of this principle for application in cases of transfer, pure and simple, for various reasons.

It has to be noted that this is not a case of transfers from one Estate to another, but merely of transfers within one and the same Estate occasioned by an unusual event over which the Management had no power of control. Had it been otherwise, this principle would have called for serious consideration. I am of the opinion that its application would be attended with real difficulties here.

There has been some argument in regard to the powers of the Management to transfer employees. Mr. Satyendra, for the Union, contended that there was no inherent power in an Employer to transfer. This question has been the subject of decisions by the Supreme Court, to which my attention has been invited. I have already dealt with this point, as will appear from the record. Suffice it to say now that, in my opinion, there is an inherent power of transfer residing in an Employer unless he contracts himself out of it. That is not the case here.

This Court is expected to make an award which in the words of the Industrial Disputes Act is "just and equitable" as between the parties. In other words, it is required to act fairly by both parties.

The issue confronting Court is whether the transfer orders in question are justified or not. On a consideration the relevant evidence, I fail to see how they can be regarded as unjustified. There can be no question but that the running of an Estate is the exclusive concern of the Management and that the Management is entitled

to take all reasonable steps towards achieving the best possible results. Confronted with the loss of 68 acres of Tea, as pointed out earlier, the Superintendent, nevertheless, decides against retrenchment and resorts to transfer measures within the Estate itself. He also decides to reorganise the work of a very vital arm of the Estate in regard to production, namely, the Factory, and to maintain a trained factory force. This proposal of his was definitely accepted by the Ceylon Workers' Congress. In regard to the transfer orders, he sets about implementing them in a fair and reasonable manner. Every opportunity is afforded the Union for representing to him any cases of individual hardship entailed. A few of these appeals for exemption were allowed, others refused on a question of principle. New quarters were provided for those transferred to the Upper Division. Although the transfer orders were flouted and the transferees remained behind not one of them has had his or her services terminated.

The Superintendent has acted in accordance with the Agreement of 18th May, 1969. The Union, as already pointed out, has failed to carry out its part of the bargain. There is absolutely no question with regard to the 'bona fides' of the Superintendent. As I have already stated, I can see no justification for this Court taking it on itself to interfere with the Superintendent's conception of how the Estate should be run. I also consider it would be unfair by the management at this stage to undo what has already been done. To do so would entail serious disruption and would cause hardships to the workers who have already gone on transfer and settled down, as also to those who have been retained. It is obvious, of course, that all cannot be retained and that some would have to go.

Before concluding, I should mention that in the cross-examination of Mr. Hermon it was brought out that Moray Group and the 78 workers under reference are bound by the terms of a Collective Agreement entered into between the Ceylon Workers' Congress and the Ceylon Estates Employees' Federation in 1967. The matter was left at that. As Mr. Kadirgamar pointed out, no referenc at all to this Agreement has been made in any of the documents marked in evidence, or at either of the conferences at the Department of Labour, or in the statements filed by the parties, or even in the opening of the respective cases. It is also a fact that no question at all was put to Mr. Hermon on the basis of a breach of the provisions of that Agreement.

In the absence of relevant evidence on this matter, the Court is not in position to arrive at any finding relative thereto.

In conclusion, for the various reasons given above, I hold that the transfer orders in question issued to the 78 employees under reference are justified, and that, accordingly, they are not entitled to any relief.

I make award accordingly.

G. E. AMERASINGHE,
Arbitrator.

Date at Colombo,
this 30th day
of January, 1973.

3-219—Gazette No. 49 of 73.03.20

Price Orders

Food Price Order No. T/PC/3.

WHEAT FLOUR

THE CONTROL OF PRICES ACT

Order

BY virtue of the powers vested in me by Section 4 read with Section 3(2) of the Control of Prices Act (Chapter 173), I, Hugh Colman Orilton Ebert, Assistant Controller of Prices (Food) for the Administrative District of Trincomalee, do by this Order—

- (i) revoke with immediate effect the Food Price Order No. T/5/68 of November 6, 1968, published in *Ceylon Government Gazette Extraordinary* No. 14,827/1 of November 8, 1968 ;
- (ii) fix with immediate effect the prices specified in Column 2 of the First Schedule hereto to be the maximum Wholesale price per 150 lbs. gross above which Wheat Flour shall not be sold by wholesale in the areas mentioned in the corresponding entries in Column 1 of the First Schedule ;
- (iii) fix with immediate effect the prices specified in Column 2 of the Second Schedule hereto to be the maximum retail price per lb. nett above which Wheat Flour shall not be sold in the areas mentioned in the corresponding entries in Column 1 of the Second Schedule ;
- (iv) direct that for the purpose of this Order—
 - (a) any sale of any quantity of Wheat Flour for the purpose of resale or any sale of Wheat Flour in a quantity of 150 lbs. gross or more at a time shall be deemed to be a sale by Wholesale,
 - (b) any sale of any quantity of Wheat Flour less than 148 lbs. nett for the purpose of consumption or use shall be deemed to be a sale by retail,
 - (c) "Wheat Flour" shall be deemed to include any mixture of Wheat Flour with Maize Flour ;

- (v) direct that no person shall sell Wheat Flour mixed with any other article except Maize Flour ;
- (vi) direct that no person shall sell any mixture of Wheat Flour and Maize Flour which contain more than 10 per cent by weight of Maize Flour ;
- (vii) direct that every area where maximum prices are fixed by this Order every trader who has any Wheat Flour in his possession or under his control at any place or in any vehicle shall exhibit conspicuously at that place or on that vehicle a quantity of Wheat Flour in a suitable container with the maximum prices for Wheat Flour fixed by this Order displayed in figures not less than one inch in height on Price Tags or Boards attached to such container in such a manner that the article and the maximum prices could be clearly seen by any customer ;
- (viii) direct that for the purpose of this Order " Pound " or " lb. " shall be deemed to be the standard pound avoirdupois weight ;
- (ix) direct that when any Wheat Flour is sold, the maximum prices fixed by this Order shall include the price of the wrapper or container, if any, in which such Wheat Flour is sold ;
- (x) direct that in every area where maximum prices are fixed by this Order every person who sells Wheat Flour by wholesale shall, and every person who sells Wheat Flour by retail shall, on demand, give the purchaser thereof a receipt in which there shall be set out—
 - (a) the date of sale ;
 - (b) the quantity of Wheat Flour sold (by weight) ;
 - (c) the price paid for the quantity sold ; and
 - (d) the nature of transaction, that is to say, whether the sale was by wholesale or by retail.

Signed at Trincomalee at 9.45 a.m. on 15th day of February, 1973.

H. C. O. EBERT,
 Assistant Controller of Prices (Food),
 Trincomalee District.

FIRST SCHEDULE

| Column 1 Area | Column 2 Wholesale Dealer's Maximum Wholesale Price per 150 lbs gross of Wheat Flour Rs. c. |
|---|--|
| 1. Divisional A. G. A's Division of Trincomalee Town and Gravets | 57 17 |
| 2. D. R. O's Division of Kantalai | 57 60 |
| 3. D. R. O's Division of Kinniya | 57 40 |
| 4. Gramasevakas Divisions of Tampalakamam South and Tampalakamam North in the D/A. G. A's Division of Tampalakamam | 57 44 |
| 5. D. R. O's Division of Kaddukulam Pattu East and D/A. G. A's Division of Kaddukulam Pattu West | 57 70 |
| 6. D. R. O's Divisions of Mutur and Seruvilla | 57 79 |

SECOND SCHEDULE

| Column 1 Area | Column 2 Retail Dealer's Maximum Retail Price per lb. nett of Wheat Flour Rs. c. |
|---|---|
| 1. Trincomalee Urban Council Area and Gramasevakas' Divisions of Sampalthivu, Uppuveli, Vellamanal and China Bay in the D/A. G. A's Division of Trincomalee Town and Gravets ; Gramasevakas' Divisions of Kantalai in the D. R. O's Division of Kantalai and Tampalakamam South and North in the D/A. G. A's Division of Tampalakamam ; Gramasevakas' Divisions of Periyakinniya, Sinnakinniya East and West and Kurinchikerni in the D. R. O's Division of Kinniya | 0 40 |
| 2. Gramasevakas' Divisions of Panikettimurippu, Gomarankadawala, Galakadawala and Madawachchiya in the D/A. G. A's Division of Kaddukulam Pattu Wet and Gramasevakas' Divisions of Kumburupiddy and Nilaveli in the D. R. O's Division of Kaddukulam Pattu East ; Gramasevakas' Divisions of Kuchchaveli in the D. R. O's Division of Kuchchaveli ; Gramasevakas' Divisions of Mallikaithivu, Toppur, Pallikudiyiruppu, Sampoor, Kaddaiparichchan, Koonithivu, Mutur (Muslims) and Mutur (Tamils) in the D. R. O's Division of Mutur ; Gramasevakas' Divisions of Ichchilampattai in the D. R. O's Division of Seruvilla, Menkamam and Kiliveddy in the D. R. O's Division of Mutur | 0 41 |
| 3. Gramasevakas' Divisions of Verugal Muhathuvaram in the Gramasevakas' Division of Ichchilampattai in the D. R. O's Division of Seruvilla | 0 42 |

Note.—These prices do not constitute fixed prices at which the above must be sold. They are the MAXIMUM prices above which sales should not take place. D/A. G. A. means Divisional Assistant Government Agent.

3-31/1—Gazette No. 49 of 73.03.02

SUGAR (WHITE REFINED)

Food Price Order No. T/PC/15

THE CONTROL OF PRICES ACT

Order

BY virtue of the powers vested in me by section 4 read with section 3(a) of the Control of Prices Act (Chapter 173), J. Hugh Colman Orilton Ebert, Assistant Controller of Prices (Food) for the Administrative District of Trincomalee, do by this Order revoke with immediate effect the Food Price Order No. T/8/67 dated 24th day of November, 1967, published in the Ceylon Government Gazette Extraordinary No. 14,777/5 of December 3, 1967.

Signed at Trincomalee on 15th day of February, 1973.

H. C. O. EBERT,
 Assistant Controller of Prices (Food),
 Trincomalee District.

3-31/2—Gazette No. 49 of 73.03.02

BREAD

Food Price Order No. T/PC/4

THE CONTROL OF PRICES ACT

Order

BY virtue of the powers vested in me by section 4 read with section 3(2) of the Control of Prices Act (Chapter 173), I, Hugh Colman Orilton Ebert, Assistant Controller of Prices (Food) for the Administrative District of Trincomalee do by this Order—

- (i) revoke with immediate effect the Food Price Order No. T/7/67 of November 24, 1967 published in the *Ceylon Government Gazette Extraordinary* No. 14,777/5 of December 3, 1967;
- (ii) fix with immediate effect the prices specified in columns 2 and 3 of the Schedule hereto to be the maximum prices above which bread shall not be sold in 16 oz. loaves and in 8 oz. loaves respectively within the areas specified in the corresponding entries in Column 1 of the Schedule hereto;
- (iii) direct that any loaf weighing more than 8 oz. or any part more than 8 oz. in weight of any loaf shall not be sold in any area at a price higher than the price calculated proportionately by weight from the maximum price per 8 oz. loaf fixed by this Order for that area;
- (iv) direct that any loaf weighing not more than 8 oz. or any part not more than 8 oz. in weight of any loaf shall not be sold in any area at a price higher than the price calculated proportionately by weight from the maximum price per 8 oz. loaf fixed by this Order for that area;
- (v) direct that when any bread is sold at the maximum prices fixed by this Order shall include the price of wrapper, if any, in which such bread is sold;
- (vi) direct that in every area where maximum prices are fixed by this Order, every trader who has bread in his possession or under his control at any premises, shall exhibit in a conspicuous place at those premises a notice in which there shall be set out the maximum prices fixed by this Order in respect of bread;
- (vii) direct that in every area where maximum prices are fixed by this Order every person who sells any bread shall, on demand, give the purchaser thereof a receipt in which there shall be set out—
 - (a) the date of sale;
 - (b) the description of the loaf sold;
 - (c) the quantity of the bread sold; and
 - (d) the price paid for the bread sold.
- (viii) direct that for the purpose of this Order "oz." shall be deemed to be the standard ounce avoirdupois weight.

Signed at Trincomalee at 9.30 a.m. on 15th day of February, 1973.

H. C. O. EBERT,
Assistant Controller of Prices (Food),
Trincomalee District.

SCHEDULE

| Column 1 Area | Column 2 Maximum Price applicable to Bread weighing more than 8 oz. Rs. c. | Column 3 Maximum Price applicable to Bread weighing 8 oz. and less Rs. c. |
|--|---|--|
| 1. Trincomalee Urban Council Area and Gramasevakas' Divisions of Sampalthivu, Uppuveli, Vellaimanal and China Bay in the Divisional A. G. A.'s Division of Trincomalee Town and Gravets | 0 42 (16 oz.) | 0 21 (8 oz.) |
| 2. Gramasevakas' Divisions of Panikettimurippu, Gomarankadawala, Galkadawala, Madawachchiya in the D/A. G. A.'s Division of Kaddukulam Pattu (West), Kumburupiddy and Nilaveli in the D. R. O's Division of Kaddukulam Pattu (East), Kuchchaveli; Gramasevakas' Divisions of Kantalai in the D. R. O's Division of Kantalai, Tampalakamam North and South in the D/A. G. A.'s Division of Tampalakamam; Gramasevakas' Divisions of Periyakinniya, Sinnakinniya East and West and Kurinchakerni in the D. R. O's Division of Kinniya; Gramasevakas' Divisions of Mallikaithivu, Toppur, Pallikudiyiruppu, Sampoor, Kaddaiparichechan, Koonithuvu, Mutur (Muslim), Mutur (Tamils) in the D. R. O's Division of Mutur | 0 44 (16 oz.) | 0 22 (8 oz.) |
| 3. Gramasevakas' Divisions of Thiriyay and Kuchchaveli in the D. R. O's Division of Kaddukulam Pattu East; Gramasevakas' Divisions of Ichchilampattai in the D. R. O's Division of Seruville and Menkamam and Kiliveddy in the D. R. O's Division of Mutur | 0 45 (16 oz.) | 0 23 (8 oz.) |

Note.—These prices do not constitute fixed prices at which the above must be sold. They are the MAXIMUM prices above which sales should not take place.

3-31/3—Gazette No. 49 of 73.03.02

Price Order No. G. 3 of 1973

THE CONTROL OF PRICES ACT

BREAD

Order

BY virtue of powers vested in me by section 4, read with section 3 (2) of the Control of Prices Act (Chapter 173), I, Henry Wijetilaka, Assistant Controller of Prices (Food and Miscellaneous Articles) for the Administrative District of Galle, do by this Order—

- (i) revoke with immediate effect Food Price Order No. G. 7 of 1967 published in the *Ceylon Government Gazette Extraordinary* No. 14,777/5 of December 3rd, 1967;
- (ii) fix the prices specified in columns 2 and 3 of the schedule hereto to be the maximum prices above which bread shall not be sold in 16 oz. loaves and 8 oz. loaves respectively within the area specified in the corresponding entry in column 1 of the schedule hereto;
- (iii) direct that any loaf weighing more than 8 oz. or any part more than 8 oz. in weight of any loaf shall not be sold in any area at a price higher than the price calculated proportionately by weight from the maximum price per 16 oz. loaf fixed by this Order for that area;

- (iv) direct that any loaf weighing not more than 8 oz. or any part not more than 8 oz. in weight of any loaf shall not be sold in any area at a price higher than the price calculated proportionately by weight from the maximum price per eight ounce loaf fixed by the Order for the area ;
- (v) direct that when any bread is sold the maximum price fixed by this Order shall include the price of wrapper, if any, in which such bread is sold ;
- (vi) direct that in every area where maximum prices are fixed by this Order, every trader, who has bread in his possession at any premises, shall exhibit in a conspicuous place at those premises a notice in which there shall be set out the maximum prices fixed by this Order in respect of Bread ;
- (vii) direct that in every area where maximum prices are fixed by this Order every person who sells any bread shall, on demand, give the purchaser thereof a receipt in which there shall be set out—
 - (a) the date of sale ;
 - (b) the description of the loaf sold ;
 - (c) the quantity of bread sold ; and
 - (d) the price paid for the bread sold .

(viii) direct that for the purposes of this Order "OZ" shall be deemed to be the standard ounce avoirdupois weight.

Signed at Galle at 10 a.m. 12th January, 1973.

H. WIJETILAKA,
Assistant Controller of Prices,
(Food and Miscellaneous Articles) for Galle District.

SCHEDULE

| Column 1 Area | Column 2 Maximum price applicable to Bread weighing more than 8 oz. Rs. c. | Column 3 Maximum Price applicable to Bread weighing 8 oz. Rs. c. |
|------------------|---|--|
| Galle District | 0 40 per 16 oz. | 0 21 per 8 oz. |

Note.—These prices do not constitute fixed prices at which the above must be sold. They are the MAXIMUM price above which sales should not take place.

3-80/1—Gazette No. 49 of 73.03.02

Food Price Order No. G 2 of 1973

THE CONTROL OF PRICES ACT

WHEAT FLOUR

Order

BY virtue of powers vested in me by section 4 of the Control of Prices Act (Chapter 173) read with section 3 (2) of that Act, I, Henry Wijetilaka, Assistant Controller of Prices (Food and Miscellaneous Articles) for the Administrative District of Galle, do by this Order—

- (i) revoke with effect from this date Food Price Order No. G. 3 of 1969 dated 14th March, 1969 published in the *Ceylon Government Gazette Extraordinary* No. 14,854/4 of 17th March, 1969 ;
- (ii) fix with immediate effect the prices specified in column 2 of the second schedule hereto to be the wholesale dealer's maximum wholesale price per 148 lb. nett above which the article specified in the first schedule shall not be sold within the corresponding areas in the Administrative District of Galle, specified in column 1 of the second schedule ;
- (iii) fix with immediate effect the prices specified in column 3 of the second schedule hereto to be a retail dealer's maximum retail price per pound nett, to a consumer, above which the article specified in the first schedule shall not be sold within the corresponding areas in the administrative district of Galle, specified in column 1 of the second schedule ;
- (iv) the maximum price payable for any quantity of wheat flour which is less than or more than 148 pounds nett, and; sold by wholesale shall be calculated proportionately in respect of the maximum wholesale price per 148 lb. nett specified in column 2 of the second schedule hereto ;
- (v) direct that for the purpose of this Order—
 - (a) "Wheat Flour" referred to in the first schedule shall be deemed to include any mixture of maize flour ;
 - (b) any sale of any quantity of wheat flour for the purpose of resale or any sale of wheat flour in a quantity of one hundredweight nett or more at a time shall be deemed to be a sale by wholesale ;
 - (c) any sale of any quantity of wheat flour less than 1 cwt. nett for the purpose of consumption or use shall be deemed to be a sale by retail ;
- (vi) direct that in every area where maximum prices are fixed by this Order, no person shall sell wheat flour which is adulterated with any other article except maize flour ;
- (vii) direct that in every area where maximum prices are fixed by this order, any trader who has any wheat flour in his possession or under his control at any place or in any vehicle shall exhibit conspicuously at that place or on that vehicle, a quantity of wheat flour in a suitable container with the maximum prices fixed by this order displayed in figures not less than one inch in height on price tags or boards attached to such container in such a manner that the wheat flour and the maximum prices could be clearly seen by any customer ;
- (viii) direct that for the purpose of this Order "pound" or "lb." shall be deemed to be the standard pound avoirdupois weight;
- (ix) direct that in every area where maximum prices are fixed by this Order every person who sells any wheat flour by wholesale shall, and every person who sells wheat flour by retail shall, on demand, give the purchaser thereof a receipt in which there shall be set out—
 - (a) the date of the sale ;
 - (b) the quantity of wheat flour sold (by weight) ;
 - (c) the price paid for the quantity sold ; and
 - (d) the nature of the transaction, that is to say, whether the sale was by wholesale or retail.
- (x) direct that when any wheat flour is sold, the maximum prices fixed by this Order shall include the price of the wrapper or container, if any, in which such wheat flour is sold.

Signed at the Kachcheri, Galle at 10 a. m. on 12th January, 1973.

H. WIJETILAKA,
Assistant Controller of Prices (Food and Miscellaneous
Articles) for Galle District.

Description and Grade : Wheat Flour

FIRST SCHEDULE

SECOND SCHEDULE

| Column 1 Area | Column 2 Maximum Wholesale price per 148 lb. nett Rs. c. | Column 3 Maximum retail price per pound nett Rs. c. |
|--|--|---|
| Galle Municipal Area and Four Gravets, Akmeemaṇa V.C. area, Bope V. C. area, Poddala V. C. Area | 56 68 | 0 39½ |
| Ambalangoda U. C. area, Madampe V. C. area | 56 89 | 0 39½ |
| Watugedera T. C. area, Karandeniya V. C. area.. .. | 56 95 | 0 39½ |
| Batapola V. C. area, Weragoda V. C. area | 56 89 | 0 39½ |
| Ahangama T.C. area, Kataluwa V.C. area, Kahanda Nakanda V.C. area, Pilana Metaramba V.C. area, and Paragoda V.C. area .. | 56 97 | 0 40 |
| Habaraduwa V. C. (excluding Melagoda Grama Sevaka area) | 56 76 | 0 40 |
| Melagoda Grama Sevaka area | 56 73 | 0 40 |
| Kodagoda V. C. area, Polpagoda V. C. area | 56 97 | 0 40 |
| Kottawa V. C. area | 57 0 | 0 40 |
| Baddegama V.C. area, Wanduramba V.C. area, Thelikada-Majuwana V. C. area | 56 87 | 0 39½ |
| Pitigala-Weiheha V.C. area (excluding Pitigala Grama Sevaka area) | 57 24 | 0 40 |
| Pitigala Grama Sevaka area | 56 61 | 0 39½ |
| Poddiwela-Niyagama V. C. area, Welivitiya-Diviture V. C. area.. | 57 24 | 0 40 |
| Dodanduwa T. C. area, Rathgama V. C. area | 56 62 | 0 39½ |
| Hikkaduwa T. C. area, Totagamuwa-Tiranagama V.C. area, Gonapinuwa-Meetiayagoda V. C. area | 56 68 | 0 39½ |
| Balapitiya T. C. area | 56 97 | 0 40 |
| Uragsmanhandiya V. C. area, Pahalaganhaya V.C. area | 57 15 | 0 40 |
| Kosgoda V. C. area | 57 03 | 0 40 |
| Bentota T.C. area, Induruwa V. C. area | 57 18 | 0 40 |
| Elpitiya T. C. area, Goluwamulla-Omatta V.C. area, Ambana-Pinikahana V. C. area | 56 50 | 0 39½ |
| Nagoda Mapalagama V.C. area, Udugama V.C. area, Yatalamatta V.C. area | 57 14 | 0 40 |
| Hiniduma V. C. area, Opatha V.C. area, Neluwa V.C. area, Dellawa V.C. area | 57 42 | 0 40 |

Note.—These prices do not constitute fixed prices at which Wheat Flour must be sold. They are the MAXIMUM prices above which sales should not take place.

3-60/2—Gazette No. 49 of 73.03.02

Food Price Order No. KL. 2

WHEAT FLOUR

THE CONTROL OF PRICES ACT

Order

BY virtue of the powers vested in me by section 4, read with section 3 (2) of the Control of Prices Act (Chapter 173), I, Gallege Aryapala de Silva, Assistant Controller of Prices (Food and Miscellaneous Articles) for the Administrative District of Kalutara do by this Order—

- (i) revoke with immediate effect Food Price Order No. KL. 119 dated 25th November, 1967, published in *Ceylon Government Gazette Extraordinary* No. 14,776/13 of November 29, 1967.
- (ii) fix with immediate effect the prices specified in column 2 of the First Schedule hereto to be the maximum wholesale prices per 148 lbs. nett above which wheat flour shall not be sold in the areas specified in the corresponding entries in column 1 of the same Schedule ;
- (iii) fix with immediate effect the prices specified in column 2 of the Second Schedule hereto to be the maximum retail price per lb. nett above which wheat flour shall not be sold in the areas specified in the corresponding entries in column 1 of the same Schedule ;
- (iv) direct that for the purposes of this Order—
 - (a) any sale of any quantity of any wheat flour for the purpose of resale or any sale of wheat flour in a quantity of 148 lbs. nett or more at a time, shall be deemed to be a sale by wholesale ;
 - (b) any sale of any quantity of wheat flour less than 148 lbs. nett for the purpose of consumption or use shall be deemed to be a sale by retail ;
 - (c) "wheat flour" shall be deemed to include any mixture of wheat flour with maize flour ;
- (v) direct that no person shall sell any wheat flour which is mixed with any other article except maize flour ;

- (vi) direct that no person shall sell any mixture of wheat flour and maize flour which contains more than ten per cent. by weight of maize flour ;
- (vii) direct that when any wheat flour is sold the maximum prices fixed by this order shall include the price of the wrapper or container, if any in which such wheat flour is sold ;
- (viii) direct that in every area where maximum prices are fixed by this order, every trader, who has wheat flour specified in column 1 of the Schedule in his possession or under his control at any place or in any vehicle, shall exhibit conspicuously at that place or on that vehicle a quantity of such wheat flour in a suitable container, with the maximum prices for such wheat flour fixed by this Order displayed in figures not less than one inch in height on price tags or boards attached to such container in such a manner that the wheat flour and the maximum prices could be clearly seen by any customer ;
- (ix) direct that within the Urban Council limits of the town of Kalutara every person who sells any wheat flour by wholesale shall, and every person who sells any wheat flour by retail shall, on demand, give the purchaser thereof a receipt in which there shall be set out—
 - (a) the date of sale ;
 - (b) the weight of wheat flour sold ;
 - (c) the price paid for the quantity of wheat flour sold ; and
 - (d) the nature of transaction, i.e., whether the sale was by wholesale or retail.
- (x) direct that for the purpose of this Order, "pound" or "lb." shall be deemed to be the standard pound avoirdupois weight.

Signed at Kalutara Kachcheri, at 8 a.m. on 1st February, 1973.

G. A. DE SILVA,
Assistant Controller of Prices
(Food and Miscellaneous Articles),
Kalutara District.

| FIRST SCHEDULE | | | SECOND SCHEDULE | | |
|---------------------------|--------------------|--|---|--|-------|
| D. R. O's Division | Column 1 Area | Column 2 Maximum Wholesale Price per 148 lbs. nett Rs. c. | Column 1 Area | Column 2 Maximum Retail Price per lb. nett Rs. c. | |
| Raigam Korale (East) | Ingiriya | 55 99 | D. R. O's Division of Raigam Korale (East) G. S. Divisions—Nos. 604 to 642 and 648 and 650 and 650A | | 0 39 |
| | Horana | 55 78 | D. R. O's Division of Raigam Korale (West) G. S. Divisions—Nos. 643 to 647 and 649 and 651 to 669 | | 0 39 |
| | Madurawala | 55 92 | D. R. O's Division of Panadura Totamune G. S. Divisions—Nos. 670 to 697A and 699 and 702 | | 0 39 |
| | Millewa | 55 87 | D. R. O's Division of Kalutara Totamune (North) G. S. Divisions—Nos. 698 and 700 and 701 and 703 to 732 | | 0 39 |
| Raigam Korale (West) | Galpatha | 55 96 | D. R. O's Division of Kalutara Totamune (South) G. S. Divisions—Nos. 733 to 770 | | 0 39½ |
| | Bandaragama | 55 75 | D. R. O's Division of Pasdun Korale (West) G. S. Divisions—Nos. 771 to 776 and 792 to 810 | | 0 39½ |
| | Maddewatta—Haltota | 55 85 | D. R. O's Division of Pasdun Korale (South) G. S. Divisions—Nos. 777 to 791 and 842 and 843 and 843A and 844 A and 848 to 850 | | 0 39½ |
| Panadura Totamune | Panadura | 55 56 | D. R. O's Division of Gangabada Pattu—G. S. Division—Nos. 811 to 825 | | 0 39½ |
| | Alubomulla | 55 64 | D. R. O's Division of Pasdun Korale (East) G. S. Divisions—Nos. 826 to 841 and 844 and 845 to 847 | | 0 39½ |
| | Tantirimulla | 55 59 | | | |
| Kalutara Totamune (North) | Kalutara | 55 78 | <i>Note.—(1) These prices do not constitute fixed prices at which the above must be sold. They are the MAXIMUM prices above which sales should not take place.</i> | | |
| | Waskaduwa | 55 78 | <i>(2) The maximum amount that is payable for any quantity of wheat flour which is less than or more than 148 lbs. nett and sold by wholesale should, as usual, be calculated proportionately from the maximum wholesale price per 148 lbs. nett specified above.</i> | | |
| | Wadduwa | 55 70 | 3-1003/1—Gazette No. 49 of 73.03.02 | | |
| Kalutara Totamune (South) | Alutgama | 56 04 | | | |
| | Beruwala—Dharga | 55 96 | | | |
| | Paiyagala—Maggonna | 55 92 | | | |
| Pasdun Korale (West) | Matugama | 56 06 | | | |
| | Welipenna | 56 11 | | | |
| | Sapugahawatta | 55 96 | | | |
| | Neboda | 56 06 | | | |
| Pasdun Korale (South) | Ittapana | 56 13 | | | |
| | Meegahatenna | 56 24 | | | |
| Gangaboda Pattu | Bulathsinghala | 55 99 | | | |
| Pasdun Korale (East) | Agalawatta | 56 06 | | | |
| | Latpandura | 56 16 | | | |
| | Mahagama | 56 18 | | | |

Price Order No. KL. 3

BREAD

THE CONTROL OF PRICES ACT

Order

BY virtue of the powers vested in me by section 4, read with section 3(2) of the Control of Prices Act (Chapter 173). I, Gallego Aryapala de Silva, Assistant Controller of Prices (Food and Miscellaneous Articles) for the Administrative District of Kalutara, do by this Order—

- (i) revoke with immediate effect Food Price Order No. KL 120 dated November 25, 1967, published in the *Ceylon Government Gazette Extraordinary* No. 14,776/13 of November 29, 1967;
- (ii) fix the prices specified in Columns 2 and 3 of the Schedule hereto to be the maximum prices above which bread shall not be sold in 16 ozs. loaves and in 8 ozs. loaves respectively within the area specified in the corresponding entry in column 1 of the Schedule hereto;
- (iii) direct that any loaf weighing more than 8 ozs. or any part more than 8 ozs. in weight of any loaf shall not be sold in any area at a price higher than the price calculated proportionately by weight from the maximum price per 16 ozs. loaf fixed by this Order for that area;
- (iv) direct that any loaf weighing not more than 8 ozs. or any part not more than 8 ozs. in weight of any loaf shall not be sold in any area at a price higher than the price calculated proportionately by weight from the maximum price per 8 ozs. loaf fixed by the Order for that area;
- (v) direct that when any bread is sold the maximum prices fixed by this Order shall include the price of wrapper, if any, in which such bread is sold;
- (vi) direct that in every area where maximum prices are fixed by this Order every trader, who has bread in his possession at any premises, shall exhibit in a conspicuous place at those premises, a notice in which there shall be set out the maximum prices fixed by this Order in respect of bread;
- (vii) direct that in every area where maximum prices are fixed by this Order every person who sells any bread shall, on demand, give the purchaser thereof a receipt in which there shall be set out—
 - (a) the date of sale;
 - (b) the description of the loaf sold;
 - (c) the quantity of bread sold; and
 - (d) the price paid for the bread sold.

(viii) direct that for the purpose of this Order "oz." shall be deemed to be the standard ounce avoirdupois weight.

Signed at Kalutara Kachcheri, at 9.00 a.m. on February 1, 1973.

G. A. DE SILVA,

Assistant Controller of Prices (Food and Miscellaneous Articles),
Kalutara District.

SCHEDULE

| Column 1 Area | Column 2 Maximum Price applicable to Bread weighing more than 8 ozs. Rs. c. | Column 3 Maximum Price applicable to Bread weighing 8 ozs. Rs. c. |
|---|--|--|
| G. S. Division Nos : 604 to 642 and 648 and 650 and 650A—Raigam Korale (East) 643 to 647 and 649 and 651 to 669—Raigam Korale (West) 670 to 697A and 699 and 702—Pananadura Totamune 698 and 700 and 701 and 703 to 732—Kalutara Totamune (North) 733 to 770—Kalutara Totamune (South) | 0 39 per 16 ozs. . . | 0 20 per 8 ozs. |
| 771 to 776 and 792 to 810—Pasdun Korale (West) 777 to 791 and 842 and 843 and 843A, 844A and 848 to 850—Pasdun Korale (South) 811 to 825—Gangaboda Pattu 826 to 841 and 844 and 845 to 847—Pasdun Korale (East) | 0 40 per 16 ozs. . . | 0 20 per 8 ozs. |

*Note.—*These prices do not constitute fixed prices at which the above must be sold. They are the MAXIMUM prices above which sales should not take place.

3-1003/2—Gazette No. 49 of 73.02.03.

Food Price Order No. FC/5/13/73.

WHEAT FLOUR

THE CONTROL OF PRICES ACT

Order.

BY virtue of the powers vested in me by section 4 of the Control of Prices Act, No. 29 of 1950, read with section 3(2) of that Act I, Ratugamage Cyril Anthony Fernando, Assistant Controller of Prices (Food), Amparai District, do by this order—

- (1) revoke with immediate effect Food Price Order No. FC ; 5/13/68 dated 11th April 1968, published in the *Ceylon Government Gazette Extraordinary* No. 14,797/2 dated 11th April, 1968 ;
- (2) fix with immediate effect the prices specified in the column 2 of the first Schedule hereto, to be, the wholesale dealers maximum wholesale price per 148 lbs. nett above which wheat flour shall not be sold by wholesale (within the areas mentioned in the corresponding entries in column 1 of the same Schedule) ;
- (3) fix with immediate effect the prices specified in column 2 of the Second Schedule hereto, to be the retail dealer's maximum retail price per pound nett above which wheat flour shall not be sold by retail within the areas mentioned in the corresponding entries in column 1 of the same Schedule ;
- (4) direct that for the purpose of this order—
 - (a) any sale of any quantity of any wheat flour for the purpose of resale, or any sale of wheat flour in a quantity of 148 lbs., nett or more at a time, shall be deemed to be a sale by wholesale ;
 - (b) any sale of any quantity of wheat flour less than 148 lbs., nett for the purpose of consumption or use shall be deemed to be a sale by retail ;
 - (c) "wheat flour" shall be deemed to include any mixture of wheat flour with maize flour ;
- (5) direct that no person shall sell any wheat flour which is mixed with any other article except maize flour ;
- (6) direct that no person shall sell any mixture of wheat flour and maize flour which contains more than ten per cent by weight of maize flour ;
- (7) direct that when any wheat flour is sold the maximum prices fixed by this Order shall include the price of the wrapper or container if any, in which such wheat flour is sold ;
- (8) direct that in every area where maximum prices are fixed by this Order, every trader, who has any wheat flour in his position or under his control, at any place or in any vehicle shall exhibit conspicuously at that place or on that vehicle a quantity of wheat flour in a suitable container, with the maximum prices for wheat flour fixed by this Order, displayed in figures not less than one inch in height on price tags or boards attached to such container in such a manner that the wheat flour and the maximum prices could be clearly seen by any customer ;
- (9) direct that in every area where maximum prices are fixed by this Order, every person who sells any wheat flour by wholesale shall, and every person who sells any wheat flour by retail shall, on demand, give the purchaser thereof a receipt in which shall be set out—
 - (a) date of sale ;
 - (b) the quantity of wheat flour sold by weight ; and
 - (c) the price paid for the quantity of the wheat flour ; and
 - (d) the nature of the transaction, that is to say, whether the sale was by wholesale or retail.
- (10) direct that for the purpose of this Order "pound" or "lb." shall be deemed to be the standard pound avoirdupois weight.

Signed at Amparai Kacheheri, at 8.30 a.m. on February 17, 1973.

සී ජනාන්ත,
Assistant Controller of Prices (Food),
Amparai District.

FIRST SCHEDULE

| Column 1 Areas | Column 2 Wholesale Dealer's Maximum Wholesale Price per 148 lbs. nett Rs. c. |
|--|--|
| (1) Ampara Town (including Uhana, Paragahakele, Wavinna, Damana, Pallanoya, Hingurana areas) | 58 17 |
| (2) Gonagolla area (including Bakkiella) | 58 33 |
| (3) Central Camp area | 58 20 |
| (4) Karavahupattu and Ninthavurpattu area | 57 94 |
| (5) Sammanthuraipattu area (excluding Ampara Town) | 58 04 |
| (6) Akkaraipattu area | 58 17 |
| (7) Panamapattu area | 58 50 |

SECOND SCHEDULE

| Column 1 Areas | Column 2 Maximum Retail Price per lb. nett Rs. c. |
|--|---|
| (1) Ampara Town (including Uhana, Paragahakele, Wavinna, Damana, Pallanoya, Hingurana areas) | 0 40½ |
| (2) Gonagolla area (including Bakkiella) | 0 40½ |
| (3) Central Camp area | 0 40½ |
| (4) Karavahupattu and Ninthavurpattu area | 0 40½ |
| (5) Sammanthuraipattu area (excluding Ampara Town) | 0 40½ |
| (6) Akkaraipattu area | 0 40½ |
| (7) Panamapattu area (excluding Kumana area) | 0 41 |
| (8) Kumana area | 0 42½ |

Note.—(1) These prices do not constitute fixed prices at which wheat flour must be sold. They are the MAXIMUM prices above which sales should not take place.

(2) The maximum amount that is payable for any quantity of wheat flour which is less than or more than 148 lbs. nett and sold by wholesale should, as usual be calculated proportionately from the maximum wholesale price per 148 lbs. nett specified above.

Price Order No. FC/5/27/73

Bread

THE CONTROL OF PRICES ACT, No. 29 OF 1950

Order

BY virtue of the powers vested in me by Section 4, read with Section 3(2) of the Control of Prices Act, No. 29 of 1950, I Rathugamage Cyril Anthony Fernando, Assistant Controller of Prices (Food), Ampara District, do by this order—

- (1) revoke with immediate effect the Price Order No. FC/5/27/67 dated 1967 December 3, published in *Ceylon Government Gazette Extraordinary* No. 14;777/5 dated December 3, 1967 ;
- (2) fix the prices specified in Columns 2 and 3 of the schedule hereto to be the maximum prices above which bread shall not be sold in 16 oz. loaves and in 8 oz. loaves respectively within the area specified in the corresponding entry in column 1 of the Schedule hereto with effect from midnight Thursday 11th January 1973 ;
- (3) direct that any loaf weighing more than 8 oz. or any part more than 8 oz. in weight of any loaf, shall not be sold in any area at a price higher than the price calculated proportionately by weight from the maximum price per 16 oz. loaf fixed by this order for that area ;
- (4) direct that any loaf weighing not more than 8 oz. or any part not more than 8 oz. in weight of any loaf, shall not be sold in any area at a price higher than the price calculated proportionately by weight from the maximum price per 8 oz. loaf fixed by this Order for that area ;
- (5) direct that when any bread is sold the maximum prices fixed by this Order shall include the price of wrapper if any in which such bread is sold ;
- (6) direct that in every area where maximum prices are fixed by this Order, every trader, who has bread in his possession at any premises, shall exhibit in a conspicuous place at those premises, a notice in which there shall be set out the maximum prices fixed by this Order in respect of bread ;
- (7) direct that in every area where the maximum prices are fixed by this Order every person who sells any bread shall on demand give the purchaser thereof a receipt in which there shall be set out—
 - (a) the date of sale ;
 - (b) the description of the loaf sold ;
 - (c) the quantity of bread sold ; and
 - (d) the price paid for the bread sold.

(8) direct that for the purpose of this Order "oz" shall be deemed to be the standard ounce avoirdupois weight.
Signed at Ampara Kachcheri, at 8.30 a.m. on 17th, February, 1973.

සී ජනාන්දු,
Assistant Controller of Prices (Food)
Ampara District.

SCHEDULE

| Column 1 Area | Column 2 Maximum price applicable to bread weighing more than 8 oz. | | Column 3 Maximum price applicable to bread weighing 8 oz. | |
|---|---|----|---|----|
| | Rs. | c. | Rs. | c. |
| (1) Karavahupattu, Nintavurpattu and Sammanthuraipattu .. | 0 | 42 | 0 | 21 |
| (2) Akkaraipattu and Wewagampattu .. | 0 | 43 | 0 | 22 |
| (3) Panamapattu .. | 0 | 44 | 0 | 22 |

Note.—These prices do not constitute fixed prices at which the above must be sold. They are the MAXIMUM prices above which sales should not take place.

3-201—Gazette No. 49 of 73.03.02

Miscellaneous Departmental Notices

Comp. 11.

COMPANIES ORDINANCE (CHAPTER 145)

Notice under Section 277 (3) to Strike off Korala and Company Limited

WHEREAS there is reasonable cause to believe that Korala and Company Limited, a copy incorporated on 5.9.1956, under the provisions of the Companies Ordinance, (Chapter 145), is not carrying on business or in operation.

Now know ye that I, Ruwanpura Lickmond de Silva, Registrar of Companies, acting under section 277 (3) of the Companies

Ordinance (Chapter 145), do hereby give notice that at the expiration of three months from this date the name of Korala and Company Limited, will, unless cause is shown to the contrary, be struck off the registrar of companies kept in this office and the company will be dissolved.

R. L. DE SILVA,
Registrar of Companies.

Department of Registrar of Companies,
Colombo 1, February 9, 1973.

3-2—Gazette No. 49 of 73.03.02

THE PILGRIMAGES (JAFFNA DISTRICT) REGULATION
1951—NOTIFICATION UNDER REGULATION 3

THE periods of the festivals at the under-mentioned temples and churches during the year 1973 are hereby fixed as the period during which the pilgrimages (Jaffna District) Regulations, 1951, published in the *Government Gazette* No. 10,234 of April 13, 1951, as amended by the Pilgrimages (Jaffna District) Regulation published in the *Government Gazette* No. 10,263 of June 29, 1951 and the Pilgrimages (Jaffna District) published in the *Government Gazette* No. 10,390 of May, 1952 and the Pilgrimages (Jaffna District) Regulations published in the *Government Gazette* No. 10,943 of June 21, 1956 and the Pilgrimages (Jaffna District) Regulations published in the *Government Gazette* No. 14,715 of September 30, 1966 shall be in force in respect of the pilgrimages.

| | Date of Commence- ment | Date of Termina- tion |
|--|------------------------------|-----------------------------|
| 1. St. Anthony's Church, Palaitivu .. | 22. 3. 73.. | 25. 3. 73 |
| 2. Maruthady Pillaiyar Temple, Manipay | 28. 3. 73.. | 14. 4. 73 |
| 3. Nainativu Buddhist Vihare, Vesak | 16. 5. 73.. | 17. 5. 73 |
| 4. Siddiveram Amman Temple .. | 14. 5. 73.. | 28. 5. 73 |
| 5. Nainativu Nagapooshani Amman Temple | 1. 7. 73.. | 16. 7. 73 |

| | Date of Commence- ment | Date of Termina- tion |
|--|------------------------------|-----------------------------|
| 6. Nainativu Buddhist Vihare, Poson | 15. 6. 73 | 17. 6. 73 |
| 7. St. Sebastian Church, Pathumadu Mullian | 29. 6. 73.. | 8. 7. 73 |
| 8. Maviddapuram Kandasamy Temple | 5. 7. 73.. | 29. 7. 73 |
| 9. St. James Church, Kilaly .. | 16. 7. 73.. | 25. 7. 73 |
| 10. The Church of Our Lady of Holy Rosary, Sinnamadu | 27. 7. 73.. | 5. 8. 73 |
| 11. Keerimalai Adi Amavasai .. | 29. 7. 73.. | 30. 7. 73 |
| 12. Sellasannathy Temple, Thondamanar | 28. 8. 73.. | 12. 9. 73 |
| 13. The Church of Our Lady of Good Voyage, Chaddy, Velanai | 15. 9. 73.. | 24. 9. 73 |
| 14. Vallipuram Temple, Thunnalai .. | 26. 9. 73.. | 12. 10. 73 |
| 15. Sellasannathi Temple, Thondamanar, Kathasasti | 26. 10. 73.. | 1. 11. 73 |

M. T. W. AMARASEKERA,
Government Agent, Jaffna District.

The Kachcheri,
Jaffna, February 13th, 1973.

3-22—Gazette No. 49 of 73.03.02

KUCHCHAVELI REST HOUSE

THE Kuchchaveli Rest House will be closed temporarily for repairs with effect from 25th February, 1973, until further notice.

TISSA DEVENDRA,
Government Agent, Trincomalee District.

The Kachcheri,
Trincomalee, 20.2.73.

3-147—Gazette No. 49 of 73.03.02

**NEW SCALE OF CHARGES FOR NOTICES AND ADVERTISEMENTS
 IN THE GAZETTE OF THE REPUBLIC OF SRI LANKA (CEYLON)
 EFFECTIVE AS FROM 1st DECEMBER, 1968
 (Issued every Friday)**

1. All Notices and Advertisements are published at the risk of the Advertisers.
2. All Notices and Advertisements by Private Advertisers may be handed in or sent direct by post together with full payment to the Government Printer, Government Press, Colombo.
3. The office hours are from 8 a.m. to 12 noon on Saturdays and 8 a.m. to 3.30 p.m. on other days.
4. Cash transactions close at 11 a.m. on Saturdays and 2.30 p.m. on other days.
5. All Notices and Advertisements must be prepaid. Notices and Advertisements sent direct by post should be accompanied by Money Order, Postal Order or Cheque, made payable to the Government Printer. Postage stamps will not be accepted in payment of advertisements.
6. To avoid errors and delay "copy" should be on one side of the paper only and preferably typewritten.
7. All signatures should be repeated in block letters below the written signature.
8. Notices re change of name from Non-Government Servants and Trade Advertisements are not accepted for publication.
9. Advertisements purporting to be issued under Orders of Courts will not be inserted unless signed or attested by a Proctor of the Supreme Court.
10. The authorized Scale of Charges for Notices and Advertisements is as follows from December 1, 1968 :—

| | Rs. | c. |
|--|-----|----|
| One inch or less | 20 | 0 |
| Every additional inch or fraction thereof | 20 | 0 |
| One column or $\frac{1}{2}$ page of Gazette | 220 | 0 |
| Two columns or one page of Gazette | 440 | 0 |

All fractions of an inch will be charged for at the full inch rate.

11. The "Gazette of the Republic of Sri Lanka (Ceylon)" is published every Friday. Day of publication is subject to alteration in any week where Public Holidays intervene.
12. With effect from December 1, 1968, all Notices and Advertisements should reach the Government Printer, Government Press, Colombo, as shown in Schedule of separate notice published at the end of each part of the Gazette.
13. REVISED SUBSCRIPTION RATES EFFECTIVE FROM DECEMBER 1, 1968* :—

| | Government Gazette (Annual) | | Local | | Foreign | |
|-------------------------------|-----------------------------|-----|-------|----|---------|----|
| | | | Rs. | c. | Rs. | c. |
| Each Part | ... | ... | 46 | 0 | 60 | 0 |
| One Section of Part I | ... | ... | 36 | 0 | 42 | 0 |
| Two Sections of Part I | ... | ... | 43 | 50 | 51 | 50 |

Subscriptions to the "Gazette of the Republic of Sri Lanka (Ceylon)" are booked per periods of not less than six months so as to terminate at the end of a calendar year or half-year only.

*Rates for Single Copies, if available in stock

| | Price | | Postage (Local) | |
|--|-------|----|--------------------|----|
| | Rs. | c. | Cents | |
| (a) (i) Each Part of the Gazette within one month from the date of the Gazette | 0 | 50 | ... | 20 |
| (ii) Each Part of the Gazette after one month from the date of the Gazette | 1 | 0 | ... | 20 |
| (b) (i) Each Section of Part I of the Gazette within one month from the date of the Gazette | 0 | 30 | ... | 13 |
| (ii) Each Section of Part I of the Gazette after one month from the date of the Gazette | 0 | 60 | ... | 13 |

All remittances should be made in favour of the Superintendent, Government Publications Bureau, P. O. Box 500, Secretariat Building, Colombo, who is responsible for booking subscriptions and for sale of single copies.

IMPORTANT NOTICE REGARDING PUBLICATION OF GAZETTE

THE Weekly issue of the *Gazette of the Republic of Sri Lanka (Ceylon)* 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 *Gazette*. All notices received out of times specified below will not be published. Such notices will be returned to the sender by post for necessary amendment and return if publication is desired in a subsequent issue of the *Gazette*. It will be in the interest of all concerned if those desirous of ensuring the timely publication of notices in the *Gazette* make it a point to see that sufficient time is allowed for postal transmission of notices to the Government Press.

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

Note.—Payments for inserting Notices in the *Gazette of the Republic of Sri Lanka (Ceylon)* will be received by the Government Printer and not by the Superintendent, Government Publications Bureau.

Schedule

1973

| Month | Date of Publication | Last Date and Time of Acceptance of Notices for Publication in the Gazette |
|-----------------|-------------------------------|---|
| JANUARY | Friday 5. 1.73 .. 12 noon | Friday 29.12.72 |
| | Friday 12. 1.73 .. 12 noon | Friday 5. 1.73 |
| | Friday 19. 1.73 .. 12 noon | Friday 12. 1.73 |
| | Friday 26. 1.73 .. 12 noon | Friday 19. 1.73 |
| FEBRUARY | Friday 2. 2.73 .. 12 noon | Friday 26. 1.73 |
| | Friday 9. 2.73 .. 12 noon | Friday 2. 2.73 |
| | Thursday 15. 2.73 .. 12 noon | Friday 9. 2.73 |
| | Friday 23. 2.73 .. 12 noon | Thursday 15. 2.73 |
| MARCH | Friday 2. 3.73 .. 12 noon | Friday 23. 2.73 |
| | Friday 9. 3.73 .. 12 noon | Friday 2. 3.73 |
| | Friday 16. 3.73 .. 12 noon | Friday 9. 3.73 |
| | Friday 23. 3.73 .. 12 noon | Friday 16. 3.73 |
| | Friday 30. 3.73 .. 12 noon | Friday 23. 3.73 |
| APRIL | Friday 6. 4.73 .. 12 noon | Friday 30. 3.73 |
| | Wednesday 11. 4.73 .. 12 noon | Friday 6. 4.73 |
| | Thursday 19. 4.73 .. 12 noon | Wednesday 11. 4.73 |
| | Friday 27. 4.73 .. 12 noon | Thursday 19. 4.73 |

L. W. P. PEIRIS,
Government Printer.

Department of Government Printing,
Colombo, August 18, 1972.