

Judgment 34, 1971

IN THE PRIVY COUNCIL

No.13 of 1969

ON APPEAL FROM
THE SUPREME COURT OF CEYLON

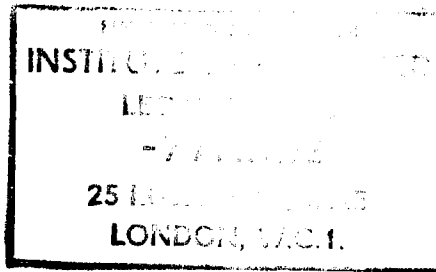
B E T W E E N :

RAJAMUNI GNANAMUTTU MOSES Appellant

- and -

THE QUEEN Respondent

R E C O R D O F P R O C E E D I N G S



T.L. WILSON & CO.,
6 Westminster Palace Gardens,
London, S.W.1.
Solicitors for the Appellant

HATCHETT JONES & CO.,
90 Fenchurch Street,
London, E.C.3.
Solicitors for the
Respondent

IN THE PRIVY COUNCILNO. 13 of 1969

ON APPEAL FROM
THE SUPREME COURT OF CEYLON

B E T W E E N :

RAJAMUNI GNANAMUTTU MOSES
Appellant

- and -

THE QUEEN Respondent

R E C O R D O F P R O C E E D I N G SI N D E X O F R E F E R E N C E

No.	Description of Document	Date	Page No.
	<u>In the District Court</u>		
1.	Indictment	27th October 1967	1.
2.	Summary of Facts	27th October 1967	2.
3.	Proceedings	2nd February 1968	3.
	<u>Prosecution Evidence</u>		
4.	U. Kumatheris	2nd February 1968	4.
5.	M.U.T. Singho	2nd February 1968	10.
6.	K. Gunapala	2nd February 1968	14.
7.	M. Don David	2nd February 1968	19.
8.	K.G.P. Wijesiri	21st February 1968	25.
9.	J.W.P. Wijeratne	21st February 1968	28.
10.	Proceedings	21st February 1968	30.
	<u>Defence Evidence</u>		
11.	R.G. Moses	21st February 1968	30.
12.	W. Gunaratne	21st February 1968	36.
13.	J. Habaragamuwa	21st February 1968	37.
14.	P.B. Abeyaratne	21st February 1968	37.

No.	Description of Document	Date	Page No.
15.	Proceedings	21st February 1968	40.
16.	Reasons	29th February 1968	41.
17.	Sentence	29th February 1968	48.
	<u>In the Supreme Court</u>		
18.	Petition of Appeal	29th February 1968	49.
19.	Order	23rd January 1969	51.
	<u>In the Privy Council</u>		
20.	Order granting Special Leave to Appeal in forma pauperis to Her Majesty in Council	23rd May 1969	52.

EXHIBITS

Exhibit Mark	Description of Document	Date	Page No.
D.1	Promissory Note, R.G. Moses to W.K. Prematilleke	30th September 1959	57.
D.2	Salary Particulars of R. G. Moses	-	62.
D.3	Letter, R.G. Moses to GS/1 Section, with Minutes thereon	2nd December 1958	55.
D.6	Letter, Assistant Commissioner of Labour to P.K.L. Gunaratne	15th December 1953	55.
D.7	Letter, P.K.L. Gunaratne to Commissioner of Labour	17th November 1953	54.
P.1	Promissory Note, R.G. Moses to U.T. Singho	3rd December 1959	57.
P.2	Letter, R.G. Moses to Mr. Kumatheris	7th October 1960	59.

Exhibit Mark	Description of Document	Date	Page No.
P.3	Letter, R.G. Moses to Mr. Kumatheris	20th October 1960	59.
P.4	Letter, U.T. Singho to Commissioner, Bribery Commission	29th December 1960	60.
P.5	Letter, R.G. Moses to Mr. David	17th December 1959	58.
P.6	Letter, R.G. Moses to Mr. David	29th December 1959	58.

DOCUMENTS TRANSMITTED
BUT NOT REPRODUCED

<u>In the District Court</u>	
List of Documents	27th October 1967
Journal Entries	30th October 1967 to 3rd April 1968

EXHIBITS

Exhibit Mark	Description of Documents	Date
D.4	Letter (in the vernacular)	1961
D.5	Letter (in the vernacular)	1961

1.

IN THE PRIVY COUNCIL

No.13 of 1969

ON APPEAL FROM
THE SUPREME COURT OF CEYLON

B E T W E E N :

RAJAMUNI GNANAMUTTU MOSES
- and - Appellant

THE QUEEN Respondent

RECORD OF PROCEEDINGS

10

NO. 1

In the
District Court

INDICTMENT

No. 1

IN THE DISTRICT COURT OF COLOMBO

Indictment

THE QUEEN

27th October
1967

Vs.

RAJAMUNI GNANAMUTTU MOSES
of No.266 Rattanapitiya Road,
Boralesgamuwaw.

20 I, Abdul Caffoor Mohamed Ameer, Queen's
Counsel, Her Majesty's Attorney-General, do hereby
indict you on the following charge:-

30

That on or about the 3rd day of
December, 1959, at Kalubowila, in the division
of Colombo, within the jurisdiction of this
Court, you did accept a gratification of
Rs.500/- from Magamma Uggalage Thomas Singho
as an inducement for Procuring for Uggalage
Kumatheris employment in the Food Control
Department and that you are thereby guilty of
an offence punishable under Section 20 of
the Bribery Act.

This 27th day of October 1967

Sd. A.C.M. Ameer
ATTORNEY GENERAL

-/nf

In the
District Court

NO. 2

No. 2

SUMMARY OF FACTS

Summary
of Facts

27th October
1967

At the material time the accused was a clerk in the Nugegoda office of the Food Control Department.

U. Kumatheris who had passed the Senior School Certificate Examination was in search of employment. He sought the assistance of K. Gunapala, a teacher at the Buddaghosha Vidyalaya, Kalubowila, who had mentioned it to one of his colleagues, M. Don David. A buddhist monk W.K. Prematilleke informed Don David that there was a person by name Moses through whom it might be possible to obtain a job, and this information was conveyed to Kumatheris by the said Gunapala. 10

Towards the end of November 1959, as agreed Kumatheris and Gunapala met the accused at the Buddaghosha Vidyalaya. There were present at the discussion that followed both W.K. Prematilleke and Don David. The accused stated that he was in government employment attached to the Food Controller's Office, Nugegoda, and that he was in a position to secure Kumatheris employment as a clerk, and that if he was given Rs.500/- on the 3rd of the following month (i.e. 3rd December, 1959) he would secure a job within a month of that date. If he failed he would return the money that very month and further that he would give a receipt for the sum of money given. Kumatheris agreed to pay Rs. 500/- as requested by the accused. 20 30

Kumatheris informed his father, M.U. Thomas Singho, about the accused's terms for securing him employment. Thomas Singho borrowed Rs.200/- from one Cornelis Singho as he was short of money, and with his son met the accused at the Buddaghosha Vidyalaya, Kalubowila on the 3rd December 1959 and paid him Rs. 500/-. Gunapala, David and another teacher of the Vidyalaya by name Mayurapala were also present at the time the gratification was given. The accused gave a promissory note for Rs. 500/- signed by him and assuring Kumatheris that he would obtain a job for him as a clerk accepted Rs. 500/- from his father, Thomas Singho. 40

David and Mayurapala signed the promissory note as witnesses.

In the District Court

No.2

Summary of Facts

27th October 1967

(contd)

As no job was forthcoming in spite of several visits and reminders to the accused, Thomas Singho complained to Mr. Wijeratne, who was then the Assistant Food Controller, Nugegoda. At Mr. Wijeratne's request Thomas Singho sent a complaint in writing to Mr. Wijeratne on the 21st November 1960 and on 29th December 1960 Thomas Singho reported the matter to the Bribery Commissioner.

10

This 27th day of October 1967.

Sgd. A.C.M. Ameer

ATTORNEY GENERAL

-nf/

NO. 3

PROCEEDINGS

Before C.V. Udalagama, Esqr., A.D.J.
Recorded by: W. Perera

No.3

Proceedings

2nd February 1968

2.2.68

D.C. Colombo No.B.29

Accused present. He is unrepresented.

Mr. Kenneth Seneviratne, Crown Counsel, for the prosecution.

The Indictment is read and explained to the accused and the accused is charged from the Indictment. He states, "I am not guilty."

Sgd. C.V. Udalagama

A.D.J. 2.2.68

Mr. Seneviratne opens the case for the prosecution and calls:-

In the
District Court

NO. 4

U. KUMATHERIS

Prosecution
Evidence

U. KUMATHERIS - Affd; 36 years, Labourer,
Magamma.

No.4

U. Kumatheris

Examination

2nd February
1968

Presently I am residing at Magamma close to Homagama. I have passed the Senior School Certificate Examination in the Sinhala Medium. I passed the S.S.C. in December 1951. At that time too I was living at Magamma with my parents. My father is Thomas Singho.

10

After passing the S.S.C. I was on the look out for employment. I had three credits and one distinction at the S.S.C. Examination. I registered myself at the Employment Exchange for the purpose of securing some employment. I expected a job as a clerk. Apart from registering myself at the Employment Exchange, I mentioned to several people that I was interested in getting a job. I know K. Gunapala of Magamma. He is my father's elder brother's son. After I passed the S.S.C. examination I had mentioned to Gunapala to look out for a job for me. At that time Gunapala was employed as a teacher at the Buddhagosa Vidyalaya, Kalubowila.

20

Sometime in 1959 Gunapala mentioned to me the prospect of getting a job. He said that somewhere in November 1959. Thereafter I went with him to Buddhagosa Vidyalaya somewhere at the end of November 1959. I reached the Vidyalaya at about 5 p.m. There I met the accused in this case. Apart from the accused there were two other gentlemen and a Buddhist priest. I was introduced to this accused by Gunapala. I was also introduced to the priest as well as to the other two gentlemen who were there. One of them was David and the other was Mayurpala. After I was introduced to this accused, the accused spoke to me and he said, "Is this the boy who is seeking employment?". Gunapala replied, "This is the boy," referring to me. The accused asked me what examination I had passed and I said that I had passed the S.S.C. with three credits and a distinction. The accused said he could get employment for me in the department he was serving. He said he was working in the Food Control Department and

30

40

10 he could get a job for me in the same department. He said he would get the job within that month and that there were certain documents and a copy of the senior certificate that were necessary. He said he had to get the assistance of some other officers also to get the job and if I could give him Rs. 500/- within that month he could guarantee employment for me, and that if I could come with Rs. 500/- on the 3rd of December he could definitely get a job for me. He also told me that he could get a job as a clerk in his department. The accused said that he was working in the Food Control Department at Nugegoda. He said that he would give a receipt for the money. On that occasion I believed that the accused could get employment for me. After this conversation I told the accused that I would get a copy of my senior certificate and I would come with my father on that day along with the money. Then I went home. I said that on that occasion there was a Buddhist priest present. I know that he has since disrobed. The name that he has now assumed is Prematilleke.

20
30 After I returned home I spoke to my father about the proposition put forward by the accused. I asked my father to raise that money for me. My father was not in a position to give me the Rs. 500/- himself. He had to borrow money for this purpose. He borrowed money from one Cornelis Singho of Kiriwatthuduwa in Yakahaluwa. By 3.12.59 my father had the Rs. 500/-.

40 On 3.12.59 I left the house, accompanied by my father, to meet the accused. We went to Buddhagosa Vidyalaya. Gunapala also came with us. We reached the vidyalaya at about 7 a.m. We went to the teachers' room. First we met David and Mayurapala there and shortly afterwards the accused also came into that room. After the accused came into that room he asked me whether I had brought the copy of the senior certificate. I told him that I had brought it and showed him the certificate. He took a copy of that certificate into his hand. He said that he had to get to office early and asked me whether I had come ready with the money. I told him that I had come ready with

In the District Court

Prosecution Evidence

No.4

U. Kumatheris

Examination

2nd February 1968

(contd)

In the
District Court

Prosecution
Evidence

No.4

U. Kumatheris

Examination

2nd February
1968

(contd)

the money. Then he wrote out a receipt, taking a piece of paper from his pocket. He wrote out the receipt in English. I could not understand what was written there. I believed that it was a receipt acknowledging receipt of the money. He signed it on a six-cents stamp. David and Mayurapala signed it as witnesses. That document was given to my father by the accused. Then he looked at his wrist watch and said he was late to office and he promised to get a job for me within a month and said that for the other documents he would come to my place and he asked me how to come to my place. My father handed over that money to Gunapala to count. Gunapala counted it and handed it over to my father. Then my father, after the receipt was written, handed it over to the accused who put the money into his pocket. It was thereafter that he said he was late to office and left. Before he left he promised to get me employment within a month. Then I and my father returned home.

10

20

Thereafter we did not hear anything from this accused. We were expecting to get the job. About two weeks after the 3rd of December I went with my father to the place of work of the accused. We went to the Food Control Dept. at Nugegoda and I met the accused and spoke to him about the job that he had promised. He asked me not to get afraid and he said that somehow or other he would get the job within that month itself. He said that within a day or two I would get a letter. I believed him and returned home with my father. Even thereafter I did not hear anything about the promised job. When I found that there was no prospect of my getting a job, I went again and met the accused. As far as I remember, I went along with my father on that occasion. I went immediately after the month within which he promised to get the job ended. When I went to meet the accused on the second occasion I met him at his office. On that occasion he said he would get me the job and if he could not get me the job he would return the money. Then my father went and complained to the Asst. Food Controller. I went only twice before the complaint was made to the Food Control Dept. Thereafter my father went on several occasions to see the accused himself as the accused had said he would return the money if he could not get a job for me. My father had not got the money or any part thereof from this accused. He also did

30

40

50

not get me a job. It was after my father had gone several times to see the accused that my father had complained to the Asst. Food Controller of the Nugegoda Office. Then my father told me that the matter had been referred to the Bribery Commissioner. Thereafter I remember an officer from the Bribery Commissioner's Office questioning me at Hultsdorf. I was questioned on 2.3.61. I made a statement to that officer. I handed over to that officer that document which the accused signed on 3.12.59. I also handed over to that Officer two letters that had been sent by this accused to me. Those two letters were addressed to me, as far as I remember. (Shown pro. note P1 and two letters P2 and P3) P1 is the receipt that was given by the accused to me. P2 and P3 are the letters which the accused wrote to me. The two letters are dated 7.10.60 and 20.10.60.

XXD.

My father is a cultivator. He is not a man of means. At the time I left school my father was not a man of means. He was a poor man. I had not been given any money by my father. Gunapala is my cousin brother. He is a teacher. David also works in the same school. I came to know Mayurapala after this incident. Mayurapala is also a teacher in that same school. I did not know the Buddhist priest prior to my meeting him over this transaction. I did not visit frequently the Buddhagosa Vidyalaya prior to this. I used to go there if there was any special reason. I have not been to the Padukka Temple. I cannot say whether Gunapala had been to the Padukka Temple. I do not know the Viharadhipathy of Padukka Temple, Rev. Soratha Thero. I do not know of a priest at Padukka Temple who practises astrology. I do not know Cyril Appuhamy, a friend of the priest, who practises astrology.

P1 was written in the teachers' room at Buddhagosa Vidyalaya. I know that there are several teachers in that school. The other teachers did not come there at that time on this day; there are other rooms also and some teachers go to those rooms. I was in that room when P1 was written. I do not know anything

In the
District Court

Prosecution
Evidence

No.4

U. Kumatheris

Examination

2nd February
1968

(contd)

Cross-
examination

In the
District Court

Prosecution
Evidence

No.4

U. Kumatheris

Cross-
examination

2nd February
1968

(contd)

about promissory notes. I have not had any money transactions in my life. I deny that at the time P1 was written there were 8 teachers. The people who were present at the time were David, Mayurapala, Gunapala, the accused, my father and myself. I deny that P1 was brought by Gunapala. I deny that at the time P1 was written Mayurapala gave the accused Rs.200/-. I deny that Gunapala took the money and gave it to my father. I deny that Rs. 200/- was given to Mayurapala to Gunapala on the accused's account, as arranged previously to be given to my father.

10

I am not aware that Chandrapala Liyanage, the uncle of David, owned a car. I deny that David, Mayurapala, Gunapala, the accused, my father and I came in a car to Colombo. I deny that there was a job of a teacher arranged for me and that on 6.1.60 the accused, Liyanaga, Rev. Prematilleke, David, K.A. Perera, Mayurapala, Gunapala, my father and I came to the Education Office. I deny that again on 9.1.60 we all went to the Education Office, Colombo. I deny that from the time of the communal riots of 1958 I have been seen in the Nugogoda area. I deny I have demanded interest on behalf of my father from the accused. I am not aware that my father had a friend called Gunaratne. My father cultivates somebody else's field. We collect the paddy from our field during harvest time. There is no practice in our village for cultivators to lend paddy to other cultivators at the time of harvesting. I deny that in 1953 the accused had come to my house. I deny that I have been to the accused's office from the end of 1958. I cannot say whether the accused has a separate room in the office or whether he has his desk among other desks of the officers working in the office. I deny I am trying to hide that fact because I want to show that I spoke to the accused secretly; I cannot answer that because the accused came out and spoke to me. I did not know that the accused was working in the rice ration books section. I did not know that according to the position held by the accused he was not in a position to obtain employment for anyone. I deny that the accused did not take the Rs.500/- in cash. I deny that at the time P1 was written out, Mayurapala gave Gunapala on the accused's behalf to be given to my father

20

30

40

50

only Rs.200/- on account of a loan which the accused had taken from my father. I deny that I studied at the Jayanthi Vidyalaya, Padukka. I cannot say whether my father went to the Food Controller in order to get the Food Controller to induce the accused to return the money that was due to my father. I am not aware that during this period my father, Rev. Prematilleke, Mayurapala, David, Chandrapala Liyanage, K.A. Perera jointly had many discussions. I am not aware that Rev. Prematilleke, had taken money from young unemployed persons to secure employment for them as teachers. I deny there was pressure from those persons from whom he had taken money and therefore on the night of 10.9.60 I along with Dhandrapala Liyanage, Gunapala, my father, Mayurapala came to the house of the accused with a knife to threaten the accused and get money from him. I am not aware that Rev. Prematilleke went with my cousin Gunapala to see the accused on 13.9.60. I deny that the accused had made a complaint to the police against me, my father, Mayurapala and Gunapala. I deny that after that complaint we cooked up the present case.

REXD:

I knew that Gunapala was a teacher at the Buddhagosa Vidyalaya. I saw David for the first time on the day that the money was handed over to the accused. It was through Gunapala that I came to know David. I knew him only by name at that time. Gunapala had earlier mentioned to me the name of David, but I had not seen him before this transaction. I saw Mayurapala for the first time on the day of this transaction.

I went to the Food Control Dept. at Nugegoda on two occasions when I met the accused. The accused came out on to the road and he talked to us by the side of the road.

Sgd. C.V. Udalagama.

A.D.J. 2.2.68.

In the
District Court

Prosecution
Evidence

No.4

U. Kumatheris

Cross-
examination

2nd February
1968

(contd)

Re-
examination

In the
District Court

NO. 5

Prosecution
Evidence

MAGAMMANA UGGALLAGE THOMAS SINGHO

No. 5

MAGAMMANA UGGALLAGE THOMAS SINGHO - Affd;
70 years. Cultivator, Magamma.

Magamma
Uggallage
Thomas Singho

Examination

2nd February
1968

The previous witness Kumatheris is my son. He passed his Senior School Certificate examination in Sinhala in 1951. Thereafter he was on the look out for some employment. Sometime in November 1959 he mentioned to me the possibility of getting a job for himself. On this occasion my son told me that he was not looking forward for my inheritance but that if I did not get him Rs.500/- he would commit suicide and that a gentleman from Nugegoda had promised him a job and that gentleman was trustworthy. I agreed to find this money for him. I did not have the money with me. I had only Rs. 300/- at that time. I found the balance Rs. 200/-. I borrowed that money from one Ukwattage Cornelis.

10

(To Court: I borrowed this money verbally. Cornelis is a rich person owning 10-12 acres of rubber. He is related to me. He is my aunt's son.)

20

In early December 1959 I went with my son to Buddhagosa Vidyalaya, Kalubowila. On that occasion I took with me a sum of Rs. 500/-. We reached that school at about 7 a.m. At the Buddhagosa Vidyalaya we met the accused. He came and entered a room. Before we met the accused we met Gunapala who is a relation of mine and a teacher in that same school. That morning I met Gunapala first. This visit took place on 3.12.59. After I met Gunapala we went to the school. We were taken to the room to which the accused went. In that room the accused asked my son whether "the talk was right". (Kathawa harida) Gunapala said "it was right." Then the accused wrote out a document and promised to get a job in the Food Control Department for my son. He took the Rs. 500/- from me. He wrote out the receipt and two other gentlemen signed it as witnesses. The writing was given to us to keep it until the job was obtained for my son. The two witnesses to that document are Mayurapala and David. I did

30

40

not know either of those gentlemen prior to that date. I handed over the Rs. 500/- to the accused.

In the District Court

Q. For what did you give the money?

Prosecution Evidence

A. The accused promised to get a job for my son within that month and if he failed to do so he promised to return the money.

No.5

Magamma
Ugallage
Thomas Singho

Q. Did you take the document which he wrote out and signed?

Examination

10 A. Yes.

2nd February
1968

(contd)

My son did not get a job thereafter. A month later I went to see this accused to the Food Control Dept. at Nugegoda. I found out that place from Gunapala. Thereafter I have gone on more than 8 occasions to see this accused. I found out at a certain point of time that this accused could not find a job for my son. Then I asked for my money. The accused then said that he had distributed the money to 2 or 3 people and therefore he could not give the money. At that point of time I was interested in getting my money back when I knew that I had been deceived. I did not succeed in getting that Rs. 500/- or any part thereof from this accused. Thereafter I made a complaint to Mr. Wijeratne, Asst. Food Controller, Nugegoda. Mr. Wijeratne asked me to take legal action. I then sent a petition to the Bribery Commissioner. (Shown P1) This is the document that the accused handed me on 3.12.59 when I gave him the money. (Shown petition P4) This is the petition that I sent to the Bribery Commissioner. I identify my signature on it. On 3.12.59 I met this accused at the Buddhagosa Vidyalaya and gave him Rs. 500/-. I had not known this accused prior to that date; nor had I seen him. I have never had any transactions with him. I had never lent him any money.

20

30

XXD:-

Cross-examination

40

I went to see the Asst. Food Controller, Nugegoda prior to 21.11.60. I told him to get me the money that was due from the accused. I showed him P1. I did not go to meet him thereafter. I wrote out the facts and sent a

In the
District Court

Prosecution
Evidence

No.5

Magamma
Ugallage
Thomas Singho

Cross-
examination

2nd February
1968

(contd)

letter to the Asst. Food Controller. There-
after I sent a petition to the Bribery
Commissioner.

Q. There you mentioned the names of your son,
Gunapala, Rev. Prematilleke, Mayurapala,
David and Cornelis Singho?

A. No.

I do not know Cyril Appuhamy, Rev. Soratha of
Padukka Temple, K.A. Perera or Chandrapala
Liyanage. I deny that on 10.9.60 at about 10
7 p.m. I went with my son, Gunapala, Rev.
Prematilleke, Chandrapala Liyanage and K.A.
Perera to the accused's house. I am not aware
that on 13.9.60 the accused had made a complaint
to the police against us; the police never
questioned me on such a complaint.

My son left school after passing the S.S.C.
in 1951. Thereafter he helped me in my
cultivations. I do not know whether he had done 20
any transactions with anyone. I do not know of
one Gunaratne of Nugegoda. I deny that in 1953
I lent Rs. 400/- to the accused. I deny that the
accused paid me the interest on that until the
communal riots of 1958. I deny that through
Gunaratne he paid me the money. I deny that
he failed to make payment after the communal
riots in 1958. I am not aware that after the
communal riots in 1958 my son went to see the
accused. I was present when P1 was written out.
I deny I was not present when P1 was written. 30
This was written in the school. It was only on
that day that I went to that school. It was the
accused who brought P1. I deny that it was
Gunapala who brought P1. I do not know whether
Mayurapala was to get married that month.
Gunapala is my nephew. I have not had any
money transaction prior to this. I did not
know that P1 was a promissory note. On
3.12.59 when P1 was given to me I understood it
to contain that the accused had taken Rs. 500/- 40
from me. I do not know whether it was Gunapala
who suggested that this money be given to this
accused; I gave it because my son wanted me to
give it. I deny that I am lying with regard to
this matter.

(To Court: One or two letters were written to the accused. My son told me about the receipt of P2 and P3. I had no idea of filing action on the note and recovering this money. It is stated in these letters that the accused would come to my house and pay the money and not to file action; it is a falsehood.)

In the
District Court

Prosecution
Evidence

No. 5

Magamma
Ugallage
Thomas Singho

10 It was after I received a letter from the Asst. Controller of Food that we took these steps. I deny that on 6.1.60 David, Rev. Prematilleke, Mayurapala, Gunapala, my son and this accused and I went to Colombo in a car. On 9.1.60 also I did not go with the accused to Colombo.

Cross-
examination

2nd February
1968

(contd)

REXD:-

Re-
examination

20 (To Court: I had only Rs. 300/- with me. I have 3 or 4 acres of high land planted with rubber and coconut. I also own about 1 pole of paddy. I have an income of about Rs. 25/- a month. I used to keep about Rs. 200/- to Rs. 300/- with me. I got Rs. 200/- from Cornelis on a loan.)

(To Court contd:-

30 Rs. 500/- was a big amount for me. I did not go to see who this gentleman was before I went with the money. My son told me that it was Gunapala who had introduced this gentleman to him. I did not meet Gunapala and question him. As my son wanted to commit suicide I got him that money. I have 4 children, 2 sons and 2 daughters. My oldest son is doing cultivation. Before 1959 Kumatheris helped me in cultivation. Kumatheris had not attempted to commit suicide on any earlier occasion. Through love for the children I got him that money. This money was given in denominations of rupees ten, five and two. I had counted the money earlier. The accused did not count the money, but put it in his trouser pocket.)

40

In the
District Court

Prosecution
Evidence

My son was keen on getting a job in Government Service and he had told so many people about it. I had not advised my son not to seek employment in Government Service.

No.5

(To Court: My son told me that he was promised a job in the Food Control Dept.)

Magamma
Ugallage
Thomas Singho

Sgd. C.V. Udalagama

Re-examination

A.D.J. 2.2.68

2nd February
1968

(contd)

No.6

NO. 6

10

Kotelawalage
Gunapala

KOTELAWALAGE GUNAPALA

Examination

KOTELAWALAGE GUNAPALA - Affd; 41 years.
Teacher, Magamma.

2nd February
1968

In 1959 I was employed as a teacher in the Buddhagosa Vidyalaya in Kalubowila. I am still employed there. In 1959 I had served in that school for about 11 years. At that time I was living at Magamma. The previous witness Thomas Singho is a relation of mine and lives close to my house. I know that his son Kumatheris had passed his S.S.C. examination sometime in 1951. Thereafter on many occasions Kumatheris had asked me to find a job for him. I got the impression that he was quite keen on getting a job for himself. I told so many people who were known to me about this matter. I mentioned this to one Don David who was in the staff of this same school. I mentioned this matter to David in the year 1959 itself. Somewhere in 1959 David mentioned to me the possibility of getting a job. I think it was in November 1959. He said that there was a person known to him, who could get him a job, but that he was expecting some money. David also told me that he would make arrangements to meet this person in the school premises one evening. I mentioned this matter to Kumatheris

20

30

later. David arranged for me to meet this particular gentleman in the school. As far as I remember, it was somewhere at the end of November 1959. I mentioned the date and time to Kumatheris. On that appointed date Kumatheris came at about 5 p.m. He came alone. I accompanied him to the school. When we went there there was David, a Buddhist priest and another gentleman in trousers who was this accused. That day I went to school. School started at 8 a.m. and was over at 1.15 p.m. After school I went home and came back with Kumatheris at about 5 p.m. I had not seen this accused prior to that date. I was introduced to this accused and Kumatheris was also introduced to the accused by David. Thereafter a conversation took place between this accused and us. The accused said he could get Kumatheris a job and that he would have to pay about Rs. 500/-. The accused did not name the job. But he said he could get a job in the Food Control Dept. The accused said he was working in the Food Control Department, at Nugegoda. If this was taking place, he asked us to come and meet him on 3.12.59. On that day Kumatheris was to bring a copy of his senior certificate and the money. I said a Buddhist priest was present on that occasion. He was a priest known to David. Rev. Prematilleke said that there was nothing to fear and the accused would give a receipt for the money he was taking. Later I came to know his name. I did not ask the accused what connection he had with the priest. David said he knew the priest well and that he was in the village temple. I did not know the Buddhist priest before that. That was the first time I set eyes on him. That was the first time I set eyes on the accused also. As far as I was concerned, it was Kumatheris who was interested in getting a job and David was acting as the intermediary. When I went to the Vidyalaya that evening it was David who introduced the accused and the others to us. Thereafter we dispersed. Kumatheris said that he had to go and tell his father and consider the matter. If he was agreeable to pay the money he was asked to come on 3.12.59 again to the same school.

In the
District Court

Prosecution
Evidence

No.6

Kotelawalage
Gunapala

Examination

2nd February
1968

(contd)

In the
District Court

Prosecution
Evidence

No. 6

Kotelawalage
Gunapala

Examination

2nd February
1968

(contd)

On 3.12.59 Kumatheris, his father and I went to this school. We went to the teachers' room. That is a house with several rooms. There was a music teacher and he resides in that house. This is a separate building from the class-rooms of the school. It is built in the same premises where the class-rooms are built. A music teacher was residing there and other teachers also come there for their tea and to relax. It was not in that same room that we met on the previous occasion. On the first occasion we met in a hall. On 3.12.59 when we went to the teachers' room, Mayurapala and David came after the three of us went there. A little later the accused also came. After the accused came into that room the accused said "there is no one who is suspicious". He also asked whether we were ready according to our earlier conversation. Kumatheris said he was ready. Then the accused asked for the senior certificate. It was given to him by Kumatheris. He asked again whether the money was brought. The accused took a paper from his pocket and filled it up and handed it over to Thomas Singho. The accused signed it and besides him David and Mayurapala signed it. It was thereafter that the accused handed it over to Thomas Singho. Thereafter Thomas Singho counted the money and gave it to me to check it up. I counted it. There was Rs. 500/-. I gave it back to Thomass Singho who gave it to the accused. The accused accepted that money. After accepting the money the accused promised to get a job for Kumatheris within that month. He also said that if he could not get the job for him he would return the money to him. This transaction took place between 7 and 7.30 a.m. on 3.12.59. Apart from Kumatheris, Thomas Singho, Mayurapala, David, this accused and myself there was no one else in that room when this transaction took place.

(To Court: Thomas Singho gave me to count the money.

Q. Was he not sure of the amount?

A. That I cannot say.

Q. Did you ask him how much of money there was?

A. I asked him and he said there was Rs. 500/- and asked me to count and see.

10

20

30

40

Q. Did the accused also count the money?
A. No.

In the
District Court

Q. In what denominations was this money?
A. Mostly in ten-rupee notes.)

Prosecution
Evidence

No. 6

Kotelawalage
Gunapala

Examination

2nd February
1968

(contd)

XXD:-

Cross-
examination

10 I came to know the accused about a week
prior to 3.12.59. I am Trained Teacher. I was
an Assistant Teacher before I became a Trained
Teacher. I had to sit for an examination to
enter the Training College. The examination
was gazetted in the Government Gazette. I know
that the accused is a Government Servant. I
am aware that a Government Clerk is higher than
a teacher. I was not aware that a clerk cannot
appoint another clerk. I deny that this is a
false case. David is a good friend of mine. I
know Chandrapala, a nephew of David. I do not
take part in Teachers' Association meetings. I
20 have not gone to the Padukka Temple. I do not
know Rev. Soratta, Viharadipathi of the Padukka
Temple. The money was given to the accused on
the advice of David. Kumatheris is a cousin
brother of mine. Kumatheris's father is an
uncle of mine. Kumatheris's father is not an
educated person. Kumatheris's father and I
live close to each other. I cannot recollect
the accused coming to Magamma. The accused has
written several letters to me. I have not
brought those letters with me today. I have
30 gone to see the accused. I remember I went with
two others to meet the accused, on two
occasions. I know a little English. I deny
that I brought the promissory note (P1). The
accused was present when the two witnesses
signed the note (P1). There was a friend of
mine in the school called Mayurapala. I cannot
say that Mayurapala got married or was engaged

In the
District Court

Prosecution
Evidence

No. 6

Kotelawalage
Gunapala

Examination

2nd February
1968

Cross-
examination

(contd)

to be married. I asked for the money if the job cannot be procured. The money was not given to the accused on interest. I do not know whether Kumatheris's father was sick after the communal disturbances. I have gone to see the accused alone on one occasion. On 6.1.60 on a Wednesday, I, Mayurapala, David, Liyanage and others did not go to Colombo. I deny that the names of all those people were not included in this case as they are not willing to give evidence in this false case. On 9.1.60 I did not go to Colombo along with others. On 11.1.60, I, David, Prematilleke and others did not go to the house of Liyanage. I have letters written to me by the accused. I did not hand them over to Bribery Commissioner. I did not think it necessary to hand them over to the Bribery Commissioner.

10

To Court: I am the person who told about this matter to Kumatheris. I informed the Officer in Charge of the Food Control Office about this. I did not make a complaint to the Police. (Shown P1) This is a promissory note. The accused has promised to pay the money on the note. We did not want to file action and recover the money. Kumatheris and his father gave this money at my request. I believed what David said. I have not met the accused before that. I met Kumatheris's father before giving the money. I told Kumatheris's father that there is a person like this who could get the job.

20

30

In November, 1958 I did not attempt to recover interest on this money. I deny the accused told me to get some money from Mayurapala to be given to Kumatheris's father on account of a loan the accused had taken from Kumatheris's father. I did not ask the accused to come to the school on 3rd December. I deny that David, Prematilleke and others arranged for this promissory note to be written in this manner.

40

To Court: The Buddhist Priest is Premasiri.

Q. How did he come into this business?

A. He was the Priest in charge of the Temple which is in David's village. That is the Padukka Temple.

Q. How did he enter into this transaction?
A. David came to know the accused through the Priest.

In the District Court
Prosecution Evidence

Re-XD: - Nil.

No. 6

Sgd. C.V. Udalagama
A.D.J. 2.2.68

Kotelawalage Gunapala
Cross-examination
2nd February 1968
(contd)

NO. 7

M. DON DAVID

No. 7

M. Don David
Examination

M. DON DAVID: Affd; 38, Teacher, Kananwila.

2nd February 1968

10

My village is Kananwila. Kananwila is close to Horana. In 1959 I was living at Padukka. In 1959 I had been at Padukka for 3 years. I shifted from Padukka in 1962. Sometime in February, 1958 I was on the staff of Buddhagosa Vidyalaya, Padukka. The last witness was also on the staff of the same school. In the course of time I became friendly with the last witness. Whilst I was at Padukka, I became acquainted with a priest called Prematilleke.

20

He disrobed in 1960. I came to know this Priest for the first time in the middle of 1959. That Priest was observing "Vas" in the Padukka Temple. In 1959 Gunapala said that he must find a job for a relation of his. He first told me that in the middle of 1959. Gunapala told me that there is a relation of his who is unemployed and if there is someone who could help him to find a job, to inform him. I mentioned this to Prematilleke Priest at the Padukka Temple. The Priest said that there is a gentleman called Moses, and that if he is given something, that could be done and that it would be possible to obtain a job through Mr. Moses. I came and told Gunapala what Prematilleke Priest told me. Gunapala told me that he would speak about this to his relations and let me know.

30

I came and told Gunapala what Prematilleke Priest told me. Gunapala told me that he would speak about this to his relations and let me know.

In the
District Court

Prosecution
Evidence

No. 7

M. Don David

Examination

2nd February
1968

(contd)

Thereafter, Gunapala asked me to make arrangements to discuss this matter with the Priest. In November, 1959 towards the end, I and the Priest went to Buddhagosa Vidyalaya to discuss about this matter with Gunapala and the person who was seeking employment. Gunapala and his relation who was in search of the job, came to the school that evening.

Q. Who was Gunapala's relation who was in search of the job?

10

A. I do not know him.

They said his name was Kumatheris.

Q. Apart from you, Gunapala, the Priest and Kumatheris, was there anybody else present?

A. Kumatheris's father was there.

There was a discussion about this job among all those who were present there. Moses was going to get the job. Moses is the accused. Moses was also present at the Vidyalaya that evening for this discussion. Prior to that date, I did not know the accused. The accused, was introduced by the Priest to us. On that occasion the accused said that he was working at the Food Control Department and that he could get the job. He said in regard to the job, he had to give money to so many people and that money is needed for the purpose. He mentioned Rs. 500 /-. He did not give further details of the job. A date was fixed for a further meeting for 3.12.59. The accused said if the money is to be handed over that day, to come prepared with the money.

20

Thereafter, Kumatheris left the place. On 3.12.59 we met at the school. That day I went to the school as usual at 7.10 a.m. I went to the school and I went to the teachers' quarters and was reading a paper. Then Gunapala, Kumatheris and Thomas Singho came there and also Mayurapala. Mayurapala is also a teacher in our staff. After they came, no one else came. After Gunapala, Kumatheris and his father came there, we were discussing. At about 7.20 a.m. the accused came. Then the accused said that he had to go to office soon and asked whether we had come with the money. Gunapala replied to that. Then Kumatheris's father gave some money to Gunapala to count. I saw Gunapala counting the

30

40

10 money. Then Gunapala said there is Rs. 500/- and handed the money back to Kumatheris's father. Thereafter, Kumatheris's father gave that money to the accused. The accused then said that he wanted a copy of the birth certificate. He took a note and said, "Do not fear, within a month I will find the job." He said he will give a note. No one asked for a receipt. The accused himself said that he was taking the money to find a job, and asked us not to suspect him.

To Court:

Q. Did any one of you say that you do not know the accused?

A. No.

The accused was very excited after taking the money.

20 Q. How did the question of this receipt arise? Did anyone ask for a receipt for future reference?

A. No.

Q. Then why did the accused give the receipt?

A. I cannot say.

Q. Did he in fact write out a document?

A. Yes.

In the document he has stated that he had taken a sum of money like that. The accused said that he would give a promissory note.

30 Q. Did you not say that this is a promissory note, this is not a loan transaction. This is for a job and that by giving a promissory note the accused will be in trouble later?

A. No.

Q. Even if the accused found the job, you could have sued the accused on the note?

A. Yes.

We did not ask him to give a receipt and not a promissory note.

In the
District Court

Prosecution
Evidence

No. 7

M. Don David

Examination

2nd February
1968

(contd)

In the
District Court

Prosecution
Evidence

No. 7

M. Don David

Examination

2nd February
1968

(contd)

Q. Did you have any suspicion about the accused, that he was going to deceive you for the money?

A. We did not feel suspicious.

To Court:

Q. Then why did you accept a promissory note, if any one of you did not feel suspicious?

A. We did not feel suspicious.

None of us said not to give a promissory note. We trusted the accused.

10

(Shown P1). I have signed as the first witness. Mayurapala has also signed as a witness to P1.

To Court:

Q. Why did you take the promissory note?

A. He gave it.

Q. What was your intention in taking the promissory note?

A. We did not have any intention.

Two witnesses have signed the note.

Q. Loan transactions are also signed and witnessed like this?

20

A. I had not seen a promissory note before that.

The accused asked two people to sign as witnesses. Mayurapala signed as a witness at the request of Gunapala. After the money passed into the accused's hands, he did not say anything. He left the place. He took a copy of the birth certificate and went. He took a copy of the birth certificate from Kumatheris.

To Court:

30

I did not see that birth certificate.

The accused did not say that the age is alright for the job. He did not say anything.

I handed the letters sent to me by the accused, to the Bribery Commissioner. (Shown P5 and P6). These are the letters.

Q. Did you ascertain from Gunapala or any other person whether Kumatheris had been given the job?

A. Yes. I made inquiries from Gunapala.

I came to know from Gunapala that the job had not materialised. (Shown P5). I cannot say to whom the word "Mr.S" in P5, refers to. I thereafter contacted the accused. I met the accused on about two occasions at the Food Control Department, Nugegoda. The priest told me that he was working there. I visited the accused on those occasions because Gunapala said that he did obtain the job, nor returned the money. I met the accused on those occasions and asked him to give back the money or to find the job as promised. He asked me not to be afraid and that he will get the job as early as possible.

XXD:-

Priest Prematilleke was a Priest attached to the Exaula Temple. I do not know how Priest Prematilleke came to know the accused. The Priest told me that he knew the accused. I said that I came to know Prematilleke Priest in the middle of 1959. I deny that I knew Prematilleke Priest from a very long time. I knew Charles. I go to the Padukka Temple to worship. My uncle lives along the Horana Road. I know Rev. Soratta there, Incumbent of the Padukka Temple. I use to go to the Padukka Temple for various things. I have not taken Gunapala with me. Chandrapala use to go to that Temple. I do not know Cyril. I know a person called Sastra. Sastra is frequently in the Temple. I do not know whether he is a good friend of the Priest. There was a Vidyalaya called Jayanti Vidyalaya in the Temple premises. In that Vidyalaya, Priests do not teach. I do not know whether children of rich people come to that Vidyalaya. Priest Prematilleke was not in the tutorial staff of that Vidyalaya. I did not think that Priest Prematilleke would tell a lie.

To Court: I did not try to find out whether the accused could get the job.

In 1956 I was a pupil. I did not read in the papers cases regarding bribery and corruption. The school authorities did not find out why we

In the District Court

Prosecution Evidence

No. 7

M. Don David

Examination

2nd February 1968

(contd)

Cross-examination

In the
District Court

met in the school premises. I saw the note given by the accused. I do not know what he wrote.

Prosecution
Evidence

To Court: I read the note. It states that Rs. 500/- was taken.

No. 7

M. Don David

I took up the Training Examination in 1959. I took up the Examination as a private candidate. I knew that the accused was a clerk in the Food Control Department. That was after Priest Prematilleke told me that. I have gone to see the accused in the office. I waited till the office was over and spoke to the accused .

Cross-
examination

2nd February
1968

(contd)

The letters I received from the accused, I handed over to the Bribery Commissioner. The accused did not say that he will get a clerk's job. He said he will get a job. I know a little English. There was a talk everywhere that a job could be secured by giving money. In 1960, I deny that my uncle went and threatened the accused. I, the accused and others did not go together to Colombo. I deny that I, the accused, Chandrapala and others went to the Padukka Temple. I deny that I have not mentioned the names of Rev. Soratta, Chandrapala and others because this is a false case.

10

20

Re-Xd: - Nil.

Sgd. C.V. Udalagama

A.D.J. 2.2.68

This is all the evidence available today.

30

Further trial on 21.2.68.

Re-issue summons on Witness No. 4.

Sgd. C.V. Udalagama

A.D.J. 2.2.68

Before C.V. Udalagama, Esqr., A.D.J.

Recorded by Ivan Fernando.

D.C. Colombo Case No. B/29

21.2.68

Mr. Adv. I. Wickremenayake, Crown Counsel,
instructed by Crown Proctor for the
prosecution.

In the
District Court

Prosecution
Evidence

NO. 8

No. 8

KULATUNGE GAMAGE
PREMATILLEKE WIJESIRI

Kulatunge
Gamage
Prematilleke
Wijesiri

10 KULATUNGE GAMAGE PREMATILLEKE WIJESIRI
Affd; 43, Manager of rice Mill, Kurunegala.

Examination

I know the accused. I first came to know
him in about 1957. At that time he was
employed in the D.R.O.'s office. I know David,
a witness in this case. I came to know him in
1959. I discussed with the accused in 1959,
the possibility of getting a job for a certain
person. David told me that he was trying to
find a job for a certain person and asked me
whether I knew anybody who could get that done.
I said that there is one Mr. Moses in the D.R.
O.'s office who had once told me that he is
capable of getting a job in the Government,
if he is helped in some way or other. Moses
referred to is this accused. After my
conversation with David, I told Moses that a
certain person is in need of a job. I was a
Buddhist Priest earlier. I was known as Rev.
Kottawe Prematilleke as a Buddhist Priest.
The accused told me to meet him. Then I told
Moses that I would be bringing David to his
place of work. Moses told me not to bring
him to his office, but to make arrangements to
meet him elsewhere. We arranged to meet at the
Buddagosa Vidyalaya at Kalubowila in the
afternoon. This took place in 1960. I cannot
remember the month. It must be towards the
end of 1960. On that day, I, David, the
person who was seeking employment, came to
meet the accused. I introduced the accused
to David and to the person who was seeking
employment. I told David that the accused is
the gentleman and to settle the matter with
him. The accused said that a certain sum of

21st February
1968

20

30

40

In the
District Court

Prosecution
Evidence

No. 8

Kalatunge
Gamage
Prematilleke
Wijesiri

Examination

21st February
1968

(contd)

Cross-
examination

money is required and to give him that money and not to have any suspicion on him. After the accused was introduced to David, the accused promised to do the job. After that we dispersed. The accused also undertook to give a writing. Thereafter, the accused used to come to my place of residence. I also met David after that. David told me that as agreed they had given the money to the accused, and that the accused had given a writing also. Later David met me and told me that the job was not procured. I told David that the accused will not do such a thing and that he will some how or other get the job. After that I went to meet the accused on a number of occasions. Thereafter I disrobed myself and the accused also promised to find me a job. I left the robes for the purpose of finding a job.

10

XXD:-

I disrobed in March 1960. The evidence I gave may be based on the statements I made to the Police. I did not say in my statement that Kumatheris had passed the S.S.C. It must have been for Kumatheris that David was finding a job. I knew the accused from 1958. I informed David that there was a person called Moses. I told David that Moses could get the job. The accused had earlier told me that he could get a job in the Government. I knew that the accused was a clerk doing work in connection with rice ration books in the Food Control Department. In 1958 and 1959 the accused had come to see me in the Temple. I remember taking the accused to Rev. Soratta. The accused came early morning to the Temple to see me. Rev. Soratta gave a chair for the accused to sit. Rev. Soratta did not tell the accused that he had some trouble. Rev. Soratta is a relation of David. On that day the accused came to say that some more money is needed to find that job. Rev. Soratta did not tell the accused that he had some trouble with the young priest and whether something could be done to relieve him from that trouble. Rev. Soratta told the accused to find the job for David's friend. On that day the accused left the Temple at about 7.30 a.m. saying that he had to go to office. No promise was made to the accused that day to give him more money. We said that if the job is found, something will

20

30

40

be paid. The promissory note was not signed and given by the accused in my presence. The accused has given me also a promissory note which is dated 30.9.59. (Shown D1). This is the promissory note the accused gave me. There are no witnesses to it. The accused took some money from me promising to find me also a job. The accused said not to fear about the money and gave me a note. I deny the accused came and met me and asked me to accomodate him on the debt due to Thomas Singho, the father of Kumatheris. I deny that Gunapala gave me Rs. 200/- to be given to Thomas Singho on account of the loan due by the accused to Thomas Singho. I do not know whether the accused had to pay interest to Thomas Singho from February. I deny I advanced Rs. 200/- on the accused's behalf to Thomas Singho and that the accused gave me note D1.

In the
District Court

Prosecution
Evidence

No. 8

Kalatunge
Gamage
Prematilleke
Wijesiri

Cross-
examination

21st February
1968

(contd)

10

20

Q. How could I find you a job when you were in robes?

A. In September 1959, Mr. Bandaranaike was shot and killed by a Buddhist Priest. At that time I was in robes. The accused came to our Temple and said that a Buddhist priest has done a thing like this and Buddhist Priests are not allowed to go on the road and suggested to me to leave the robes.

30

I said I also have a fear and asked him whether he could find me a job. The accused promised to get me a job. It was the accused who induced me to leave the robes. The accused has written to me several letters. I have not produced all the letters the accused has written to me. I have gone to the accused's house. The accused and I were good friends. I told David the accused could get a job. I went to Beruwala with Balasuriya. At that time Balasuriya was about 21 years. In the Jayanthi Vidyalaya both boys and girls study. I do not know whether Gunapala's uncle has a car. I have not gone in Gunapala's uncle's car. I have gone with the accused to Colombo in cars. I did not go with the accused to Colombo with Mayurapala and others. In September 1959, I did not go to the accused's house with a knife. I

40

In the
District
Court

told the accused to find the job for David's
friend soon, as it was a trouble to me also.

Prosecution
Evidence

Re-XD - Nil

No. 8

Kalatunge
Gamage
Prematilleke
Wijesiri

Sgd. C.V. Udalagama

A.D.J.
21.2.68

Cross-
examination

21st February
1968

(contd)

No. 9

Jayatilleke
D.P. Wijeratne

No. 9

JAYATILLEKE D.P. WIJERATNE

Examination

JAYATILLEKE D.P. WIJERATNE - Affd; 39,
Assistant Food Controller, Kegalle.

21st February
1968

I was Assistant Food Controller, Food
Control Department, Nugegoda from 1958 to 1961.
I know the accused. He was employed as a clerk.
Somewhere in 1960, there was a complaint that
the accused had promised to give a job to a
certain person and had taken Rs. 500/-. He had
promised to find a job for one Kumatheris and
had taken Rs. 500/- and had not found the job.
I instructed the person who complained to take
legal action.

10

Cross-
examination

XXD -

I was an Executive of a large Department.
I had the power to have disciplinary control
over the staff. I draw the money and pay the
staff. There were no malpractices in my office.
If there was any such malpractice, I had the
power to deal with such matters. If there
was substantial proof of any malpractices in the
office, I would not have hesitated to take
necessary action. One Thomas came and
complained to me that Moses the accused, had
taken some money and he wanted my assistance to

20

10 recover that money from the salary of the accused. I told him to give it in writing. When he wrote to me, I summoned Moses and made inquiries. Moses then made me understand that that was money he had borrowed on a promissory note. Thomas Singho mentioned to me that the accused took the money promising to get a job. When I questioned Moses, his version was different. I asked Thomas to take legal action. I know Nanayakkara who was in the office. (Shown D2). These are the salary particulars of the accused. I know the deductions on Moses's pay sheet. I know he was indebted. During my service there I did not come across any malpractices by the accused. I remember in 1958 there was the difficulty of the language problem. (Shown D3). I cannot say with certainty whether there was a talk that those persons who were not proficient in the language will be transferred elsewhere where they will be of use. (Shown D4 Bribery Commissioner's letter dated 3.4.1961). I have endorsed on that letter D4. I advised Thomas Singho to take legal proceedings for the recovery of the money. (Shown D5). This is a letter from the Bribery Commissioner. I cannot remember whether Thomas Singho told me that he had a son who was in need of a job.

30 Re-XD - Nil.

Sgd. C.V. Udalagama.

A.D.J. 21.2.68

Prosecution closed.

Sgd. C.V. Udalagama

A.D.J. 21.2.68

In the
District Court

Prosecution
Evidence

No. 9

Jayatilleke
D.P. Wijeratne

Cross-
examination

21st February
1968

(contd)

In the
District Court

NO. 10

PROCEEDINGS

No. 10

Defence

Proceedings

21st February
1968

I comply with the provisions of section 296 (1) of the Criminal Procedure Code and inform the accused of his right to give evidence and to call witnesses. He states that he is giving evidence and calling witnesses.

I explain to him the principal points in the case for the prosecution which tells against him.

10

Sgd. C.V. Udalagama

A.D.J. 21.2.68

Defence
Evidence

NO. 11

No. 11

RAJAMUNI GNANAMUTTU MOSES

Rajamuni
Gnanamuttu
Moses

RAJAMUNI GNANAMUTTU MOSES: Sworn, 57, Clerk,
Food Control Department, Colombo.

Examination

21st February

I am the accused in this case. In 1953 I was in financial difficulties. There was a friend of mine, P.K.L. Gunaratne. I told him to get me some money on a loan. He told me that he will find out and let me know. In 1953 he took me to Hathlehagoda in Magamma and he got me Rs. 400/- from witness Thomas Singho. I gave him a promissory note for Rs. 400/- and paid him interest at the rate of Rs. 40/- a month. In the first month I had to pay a commission to Guneratne of Rs. 25/-. Thomas used to call over at the end of every month and collect the interest from me. From time to time he wanted the capital, but I paid the interest Rs. 40/- every month. From 1953 to 1956 I was paying Rs. 40/- a month. In 1956 there was some relief given to me by the Lady Lochore Fund. With that money I settled Thomas Singho in January 1956. I paid him the full amount. He gave me back the promissory note. Again in 1956 October, I told Gunaratne that I wanted some money. He went and arranged

20

30

with the same person. Christmas season was approaching and I took a loan of Rs. 400/- from the same person on 15.12.56 on a promissory note. He brought the money to Nugegoda and paid me in a hotel. From there onwards, I was paying Rs. 40/- a month right through. Meanwhile there was the communal disturbances. Thomas Singho came in August or September 1958, and was troubling me to return the capital. He had a fear that I might run away from the area. In October 1958, Thomas Singho sent his son Kumatheris to ask for the money. These people, Thomas Singho's son, Prematilleke, Liyanage and Gunapala used to come and trouble me. I explained to Prematilleke to intercede on my behalf. Somewhere in July, Prematilleke came and told me that these people are planning to come to my house in the evening and sometimes there might be trouble. Prematilleke, Liyanage, Mr. Perera, came to my house with Gunapala and Thomas Singho. Prematilleke told me that he will find some money from somewhere and pay the money on my account through Gunapala to Thomas Singho. Prematilleke told me that I should give a promissory note covering that sum of money Rs. 200/-, and that arrears of interest which I failed to pay Thomas Singho. David asked them not to give any trouble and that he will do something about it. On 30.9.59 Prematilleke brought Rs. 200/- in Liyanage's car. He came with Kumatheris, Gunapala David and K.A. Perera and worked out the arrears of interest. The arrears of interest worked out were from February 1959 to the end of September 1959. That is Rs. 320/- plus Rs. 200/- brought by Prematilleke all amounting to Rs. 520/-. Gunapala had the promissory note with him. Prematilleke told me he has brought the money as a favour to me in view of my circumstances. He said he will not give the money to my hand, but he will give it to Gunapala. Since I had failed to pay the interest he said I must give them a promissory note for Rs. 520/-. I explained to him that I had been paying interest to Thomas Singho from 1953, and Rs. 20/- was deducted. I signed the promissory note for Rs. 500/-. I asked Prematilleke whether anybody should sign the note. He said that he does not want even

In the
District Court

Defence
Evidence

No. 11

Rajamuni
Gnanamuttu
Moses

Examination

21st February
1968

(contd)

10

20

30

40

50

In the
District Court

Defence
Evidence

No. 11

Rajamuni
Gnanamuttu
Moses

Examination

21st February
1968

(contd)

interest, but to pay the money gradually to Gunapala who had sent it to him. Gunapala started pressing for the money from October 1959. Meanwhile I was paying a little interest to Gunapala at the rate of Rs. 20/- or Rs. 15/- once a month, on the Rs. 200/-. I could not pay the interest on the Rs. 400/- for October and November. Then again they came and pressed me. I pleaded to Prematilleke, Liyanage and K.A. Perera. Thomas Singho was insisting that I must pay him the capital. I wanted to give Thomas Singho a promissory note for Rs. 500/- exclusive of the arrears for October and November, and it was arranged to meet Gunapala on 3.12.59. Prematilleke, Liyanage, K.A. Perera came to see me and I wrote out the promissory note. They told me that I need not insert interest and to only give the promissory note. I signed and gave the note, and came back. I was not there to see whether the witness signed. I went to the office. Thereafter Kumatheris and Gunapala used to call on me with Thomas Singho and wanted the money even from the festival advance. I have written letters and sent telegrams to them explaining my difficulties. Prematilleke told me to come to Colombo to discuss certain matters. On 6.1.60 I went to the Education Department with them. I reached the Education Department at about 3 p.m. Then David and Gunapala came there. I, Prematilleke Thomas Singho and Kumatheris were in the car. About 4.10 p.m. Liyanage came and said that there was no time to go to Colombo and we came back. They dropped me at Nugegoda and told me that I must come with them to go to Colombo on another day. On 9.1.60 by arrangement, we met at the Nugegoda junction. Thomas Singho, Liyanage, K.A. Perera, Gunepala and others and I went to the Education Office, Malay Street. They went to the Training College side and I was in the Accounts Branch talking to a friend of mine. Thereafter they came back, and all of us came to Nugegoda. Then Liyanage told me that I should accompany them to Padukka. We went to the Padukka Temple. There Rev. Soratta told me that Prematilleke had undertaken a number of matters to be attended to in regard to the Buddagosa Vidyalaya, and asked me to find out the particulars. I used to go to Colombo and find out these particulars because I was indebted to

10

20

30

40

50

10 them. Prematilleke told me that if I cannot find out those particulars, he will not be able to face Rev. Soratta, and that he will have to change his robes. Thereafter they threatened me and asked for the money if I cannot help them to find out the particulars from the Education Department. I lodged a complaint on 11.9.60 and gave the names of Liyanage, Prematilleke, Gunapala, K.A. Perera and Kumatheris's father and stated that they came and threatened me. On 13.9.60, Prematilleke came with these people and I told him that I have informed the Police and not to give me trouble. After October, I wrote to Kumatheris to come with the note, to pay him some money. Thereafter, a complaint was made to the Assistant Food Controller and from there it went to the Bribery Commissioner. I have stated in my statement of 10.4.60 how I got the money. On 27.10.67 action was filed against me.

20 XXD:-

30 I came to know Thomas Singho through Gunaratne. Gunaratne is dead. He died in 1961. When I went to the Bribery Commissioner, I was asked to produce Gunaratne, but I could not get at him. Again the Bribery Commissioner wrote to me. I could not produce Gunapala. Gunapala's wife told me that Gunapala died. She is a witness for me today. In 1959 the only relationship I had with Thomas Singho was that he lent me money. Up to 1956 I was neglecting to pay him. In 1956 I paid all the money that was due to Thomas Singho on the promissory note of Rs. 400/- I paid Rs. 400/- and one month's interest Rs. 40/-. I had to pay interest from 1953 to 1956. In 1956 I paid up the principal sum on the note. He returned the note. I do not have the note with me. I had no occasion to preserve the note.

40 Q. You preserved a number of other things, but you did not preserve that note?

A. Yes.

Q. In 1956 again you went to Thomas Singho and got another Rs. 400/-?

A. Yes.

In the District Court

Defence Evidence

No.11

Rajamuni
Gnanamuttu
Moses

Examination

21st February
1968

(contd)

Cross-examination

In the
District Court

Defence
Evidence

No. 11

Rajamuni
Gnanamuttu
Moses

Cross-
examination

21st February
1968

(contd)

Q. This time you went through Gunaratne?

A. Yes.

Q. And in spite of the fact that you delayed to pay Thomas Singho, he gave you the money?

A. Yes.

Q. Did you make any payments to anybody in the presence of a village headman?

A. I cannot remember.

Q. In 1956 this note for Rs. 400/- you had given to Thomas Singho?

A. Yes.

10

Q. In 1959, you say you gave Thomas Singho the note for Rs. 500/-?

A. Yes.

Q. Where is the note for Rs. 400/-?

A. The arrangement was that because I failed to pay interest, that note should remain with Gunapala, and I asked to hold on pressure so that they may have more confidence in me. In addition I also gave a note to Prematilleke for Rs. 500/-.

20

Q. That is, on account of the Rs. 400/-, you gave an additional note of Rs. 500/- to Thomas Singho and another note for Rs. 500/- to Prematilleke?

A. Yes.

Q. Neither the note to Prematilleke, nor the note to Thomas Singho, have any rate of interest inserted on them?

A. No rate of interest was inserted as arrears and interest were included in the sum referred to in the note.

30

Q. The position would be, for the Rs. 400/- you had borrowed in 1956, you had given notes to the tune of Rs. 1400/- in addition to the interest of Rs. 40/- you paid a month?

A. Yes.

Q. You say in spite of all that, Thomas Singho and others took you on a trip to the Education Office?

A. Yes.

40

They wanted me to find out some particulars from the Education Office regarding some matters concerning Buddagosa Vidyalaya. They told me at the Temple that some examination papers were given to some people and they were unable to trace those people in the Education Department. Rev. Soratta was being blamed by parents of the pupils with regard to that matter and they wanted me to go and attend to that.

In the
District Court

Defence
Evidence

No. 11

Rajamuni
Gnanamuttu
Moses

10

- A. I know a lady called Rosalin Kariyapperuma. I have borrowed money from her also. I did not pay that money to her. She took me to Court. I have borrowed money from so many. I did not promise to find out a job for Rosalin Kariyapperuma, and take the money.

Cross-
examination

21st February
1968

(contd)

20

(At this stage, Mr. Adv. Wickremanayake, Crown Counsel, moves to put to the witness, certain facts which will prove system, and in consequence his state of mind.

I allow the application.

Sgd. C.V. Udalagama

A.D.J. 21.2.68)

Q. You said you did not cheat Rosalin Kariyapperuma?

A. Yes.

30

Q. You were charged and convicted in M.C. Gampaha, in Case No. 88081?

A. I was convicted.

Q. You were charged with falsely representing to Rosalin Kariyapperuma that you will find a job for her and induced her to give Rs. 500/-?

A. Yes

Q. You were found guilty and sentenced to 4 months rigorous imprisonment?

40

A. Yes. I appealed and the appeal was dismissed.

In the District Court

Defence Evidence

No. 11

Rajamuni
Gnanamuttu
Moses

Cross-examination

21st February
1968

(contd)

No. 12

Wiskanthi
Gunaratne

Examination

21st February
1968

Cross-examination

Q. You produced a writing given by you and you said it was a loan?

A. Yes.

Q. I suggest to you that you took a gratification from Thomas Singho and not a loan?

A. I borrowed a loan.

Re-XD - Nil

Sgd. C.V. Udalagama
A.D.J.
21.2.68

10

NO. 12

WISKANTHI GUNARATNE

WISKANTHI GUNARATNE - Affirmed; 49 years, Widow of P.K. Gunaratne, Gangodawila.

My husband was P.K.L. Gunaratne. I have seen the accused coming to meet my husband on one or two occasions. My husband's village was Balangoda. In 1953 he was working in a shoe shop at Ratmalana. (Shown D6 and D7) I am unable to identify D6 and D7.

20

XXD:

My husband died about 7 years ago, I cannot remember the year. I cannot say why the accused had come to meet my husband on one or two occasions.

Re-XD - Nil.

Sgd. C.V. Udalagama
A.D.J. 21.2.68

NO. 13

JAYANTHA HABARAGAMUWA

JAYANTHA HABARAGAMUWA: Afd; 28 years,
P.C. No.6759 Maharagama.

The Information Book of 11.9.1960 is not available as it has been destroyed. The accused made an application for a certified copy of the complaint of 11.9.1960 but we were unable to issue one as the Information Book had been destroyed.

10

XXD - Nil.

Sgd. C.V. Udalagama

A.D.J. 21.2.68

In the
District Court

Defence
Evidence

No. 13

Jayantha
Habaragamuwa

Examination

21st February
1968

NO. 14

PEDGE BRAKMANAGEDERA ABEYARATNE

PEDGE BRAKMANAGEDERA ABEYARATNE. Affirmed;
39 years, P.S. 4726, attached to the Bribery
Commissioner's Department, Colombo.

20

On letters sent by the accused on 10.4.61
and 16.6.61 I made certain investigations.
(Shown D4 and D5)

These letters were sent by Inspector
Wijesooriya. On instructions from I.B.
Wijesuriya, I recorded these statement of Moses,
the accused.

Q. The accused has told you that he has
renewed the promissory note of 3.12.59 in
lieu of the old note for Rs. 400/- of 1956?
A. Yes.

30

Q. And after interrogations and investigations,
you asked the accused to cite his witnesses?
A. Yes.

Q. The accused gave the names of one Mr.
Peiris and one P.K.L. Gunaratne?
A. Yes.

No. 14

Pedge
Brakmanagedera
Abeyaratne

Examination

21st February
1968

In the
District Court

Defence
Evidence

No. 14

Pedge
Brakmanagedera
Abeyaratne

Examination

21st February
1968

(contd)

Q. You told the accused that you will be writing to him fixing a date for inquiry?

A. Yes.

Q. Accordingly letter marked P5 was sent dated 9.6.61?

A. Yes. I.P. Wijesooriya has sent this letter to the accused.

Q. The accused appeared for the inquiry on 16.6.61 with Mr. Peiris as his witness?

A. Yes.

10

Q. And the accused made you understand that Mr. P.K.L. Gunaratne had shifted from his residence and that he did not know his whereabouts?

A. Yes.

Q. After 16.6.61 you did not file action on this matter because, most probably, you did not have the proof to file action.

A. I made inquiries and I handed over the file to Mr. Werapitiya.

20

Q. After 16.6.61 no action was filed on this case, is that not correct?

A. After that we did not take any statement from the accused.

Q. Neither did you inform him of the case?

A. No.

Q. You filed this case in this Court on 27.10.67?

A. I cannot say that. I completed my inquiries and handed over the matter to Mr. Werapitiya.

30

Q. You served summons on the accused on 7.12.67?

A. I served a copy of the indictment on 7.12.67.

Q. When you came to serve the summons, the accused was at home?

A. Yes.

Q. At that time, you very sympathetically inquired from the accused as to what he was doing

A. To everybody I am very sympathetic.

40

Q. The accused asked you how you came to know about his position?

A. I do not know that.

In the District Court

Q. You have said that you came to know Sergeant 6453 Perera and another?

A. No.

Defence Evidence

No. 14

Q. You told him that he told you that the accused was convicted in a case?

A. No.

Pedge Brakmanagedera Abeyaratne

10 Q. At that time the accused asked you whether Mr. Perera had told you that the accused had represented certain matters about him?

A. No.

Examination

21st February 1968

Q. At that time the accused told you, with regard to the case, that he had represented matters to His Lordship the Chief Justice?

A. No.

(contd)

Q. And also the accused told you that he had represented matters to the Law Society of Colombo and the Public Service Commission about his matter?

A. No.

20

Q. You did not file this case on the merits of that conviction in 1966?

A. I am not an authority to speak on those matters.

Q. And during the period 1960 to 1967 you have not taken any action on this case?

A. I completed my inquiries into this case on the 24th of October 1963, and I handed over the file to A.S.P. Werapitiya. I cannot explain the delay for that.

30

Q. You will be sorry to see that the delay may accrue to the detriment of the defence?

A. (No answer)

XXD - Nil

Sgd. C.V. Udalagama

A.D.J. 21.2.68

In the
District Court

NO. 15

PROCEEDINGS

No. 15

Proceedings

21st February
1968

Defence case closed.

Accused addresses Court -

From the evidence recorded, it can be seen that the accused has been indebted - he has borrowed money and paid money. On account of the debts incurred, when people came to see him, and when there was much pressure, the accused has asked certain persons to intercede on behalf of the accused, and the accused had occasion to approach Rev. Prematilleke. The money was given on 30.9.59. The Court will see that during this period, the accused had written several letters with regard to the gratification of Rs. 500/-. The prosecution had every opportunity to institute an action but this was not done. The allegation was made only after 30.9.60 and after this date there has been vengeance and rivalry on the part of parties.

10

20

Court: Why did Prematilleke come to stab you on 30.9.60?

Prematilleke came to see the accused with one Balasuriya in his house, and the pressure to get this money was so great that Prematilleke came to the house of the accused and threatened to kill the accused and injure his children. This incident happened on the 10.9.60 and they promised to come again on 13.9.60, and the accused sought Police protection. After that they had a vengeance against the accused.

30

Then the Bribery Commissioner took up this matter, and there was a delay in that department also for a period of 6 years 4 months and 12 days before action was filed. Summons in this case was served as far back as 7.12.59.

Sgd. C.V. Udalagama

A.D.J. 21.2.68

I find the accused guilty of the charge.
Reasons and sentence on 29.2.68.
Bail accused in 2500/2500.

40

Sgd. C.V. Udalagama

A.D.J. 21.2.68

NO. 16In the
District CourtREASONSNo. 16D.C. Colombo No. B/29

29th February 1968

Reasons

29th February
1968REASONS

10 The accused in this case is indicted that on or about the 3rd day of December, 1959, at Kalubowila, in the division of Colombo, he did accept a gratification of Rs. 500/- from Magamma Uggallage Thomas Singho as an inducement for procuring for Uggallage Kumatheris employment in the Food Control Department and that he was therefore guilty of an offence punishable under Section 20 of the Bribery Act.

20 According to the prosecution, Uggallage Kumatheris had passed the Senior School Certificate Examination in December, 1951, and was on the lookout for a job. He had mentioned about his lookout for a job to several people and had even registered himself at the Employment Exchange. He was expecting a job as a clerk. One of the persons to whom he had turned for help to get a job was K. Gunapala of Magamma, a cousin brother of his. At that time Gunapala was a teacher at the Buddhagosa Vidyalaya, Kalubowila. Gunapala had mentioned about Kumatheris' request to a fellow teacher of his by the name of Don David somewhere in November, 1959. David informed him that there was a person known to him who could get Kumatheris a job but that he would want some money for securing the job. Gunapala, with the assistance of David, arranged to meet the person at the Buddhagosa Vidyalaya premises on an evening. Accordingly, somewhere at the end of November, 1959, he came to Buddhagosa Vidyalaya with Kumatheris about 5 p.m. where he met David, Rev. Prematilleke, Mayurapala and the accused. The accused informed Kumatheris that he could get him a job in the Food Control Department, but that he would have to pay him about Rs. 500/-. If Kumatheris was prepared to pay the money, the accused asked him to meet him on 3rd December, 1959 along with a copy of his Senior School Certificate and the money. Kumatheris informed his father Thomas Singho of the job which the accused had promised and the

30

40

In the
District Court

No. 16

Reasons

29th February
1968

(contd)

accused's request for Rs. 500/-. Thomas Singho raised the money and brought it along with Kumatheris on 3rd December, 1959 to Buddhagosa Vidyalaya about 7 a.m. There he met Gunapala, David and Mayurapala. Subsequently the accused arrived about 7.10 a.m. and asked Kumatheris whether he had brought the copy of the Senior School Certificate and the money. Kumatheris informed the accused that he had brought the money and the Certificate. Thomas Singho handed the money to Gunapala to be counted. Gunapala counted the money and found Rs. 500/- which he handed back to Thomas Singho who gave it to the accused. The accused accepted the money. Thereafter he took out a piece of paper from his pocket and wrote out a "Receipt" in English and signed it on a -/06 cents stamp. David and Mayurapala signed the document as witnesses. The document was thereafter handed over to Kumatheris' father by the accused. The document was at the trial identified as P1, which is a printed promissory note by the accused to Uggalage Thomas Singho for a sum of Rs. 500/-. The accused thereafter left for office saying that he was already late and promised to get the job for Kumatheris within a month. Neither Kumatheris nor his father heard anything from the accused for about two weeks. They thereafter met the accused at his office at Nugegoda, when the accused asked them not to get afraid and that somehow or other he would get the job he had promised within a month. They believed him and returned home. They waited for the month and found that the promised job was not forthcoming, and so they met the accused again at his office at Nugegoda. On that occasion the accused again promised to get the job or in the alternative return the money which he had taken. The accused, however, did not get the job for Kumatheris, and Thomas Singho met the accused on several occasions and asked the accused to return the money which they had given him. The accused informed Thomas Singho that he had distributed the money to two or three people and, therefore, he could not return the money. Thomas Singho then realised that he would not get back his money and so he made a complaint to Mr. Wijeratne, Assistant Food Controller, Nugegoda. Mr. Wijeratne questioned the accused

10

20

30

40

50

and found his version different from the version given by Thomas Singho. He therefore, referred Thomas Singho to his legal remedy. Thomas Singho thereupon submitted a petition to the Bribery Commissioner. The petition was produced in evidence and marked as P4.

In the
District Court

No. 16

Reasons

29th February
1968

(contd)

10 The accused gave evidence on his own behalf and stated that in 1953 he was in financial difficulties. He had a friend by the name of P.K.L. Gunaratne to whom he applied to get him a loan. Gunaratne contacted Thomas Singho, the father of Kumatheris, and got him Rs. 400/- on a promissory note and the interest was Rs. 40/- a month. The accused paid Thomas Singho interest regularly from 1953 to 1956, and in 1956 he got relief from the Lady Lochore Fund whereupon he settled the amount due to Thomas Singho. That was in January, 1956. Again in October of the same year, as the Christmas season was approaching, he made a further request to Gunaratne to get another loan for him. Gunaratne again contacted Thomas Singho and got him a loan on 15th December, 1956 of a sum of Rs. 400/- at Rs. 40/- a month as interest. He continued to pay the interest of Rs. 40/- a month. When in 1958 the communal riots broke out Thomas Singho fearing that he might run away from the area started pressing him for the return of his money. Besides Thomas Singho, his son Kumatheris, Rev.Prematilleke, Liyanage and Gunapala also used to meet him and press him to return the money due to Thomas Singho on the promissory note. Somewhere in July Prematilleke informed him that Kumatheris and the others were planning to come to his house one evening and cause trouble to him, and promised to find some money from somewhere and pay the amount to Thomas Singho. Accordingly, Prematilleke got a sum of Rs. 200/- from Gunapala and paid Thomas Singho. The said sum of Rs.200/- was in reduction of the loan given by Thomas Singho to him. He had failed to pay the interest from February 1959 to the end of September 1959, which worked out to Rs. 320/-. In all on the day the sum of Rs. 200/- out of the loan of Rs. 400/- was paid to Thomas Singho there was a sum of Rs. 520/- still

20

30

40

50

In the
District Court

No. 16

Reasons

29th February
1968

(contd)

due. Prematilleke wanted him to give him a promissory note for this sum, but he explained to him and asked him to deduct the Rs. 20/- out of the Rs. 520/- and take a promissory note for Rs. 500/-. Accordingly a promissory note for Rs. 500/- was written out and given to Prematilleke. Prematilleke did not want any interest on the money, but requested him to pay Gunapala the money in instalments. The accused stated that promissory note D1 was the one he gave Prematilleke on this occasion. Subsequently Gunapala started pressing him for the money which he had advanced on his behalf. For October and November he was unable to pay Gunapala any interest on the Rs. 200/- which he had earlier been paying at the rate of Rs. 15/- or Rs. 20/- once a month. When he was being pressed by Gunapala, he appealed to Prematilleke Liyanage and K.A. Perera. Thomas Singho was also pressing for the balance Rs. 200/- due on the loan of 1956. He accordingly decided to give Thomas Singho a promissory note for Rs. 500/- exclusive of the arrears for October and November, and accordingly he arranged to meet Gunapala on 3rd December, 1959. On 3rd December 1959, Prematilleke, Liyanage and K.A. Perera met him and he wrote out promissory note P1 in favour of Thomas Singho and handed it to Prematilleke. At the time P1 was handed over the witnesses, whose names now appear on P1, were not there, as he was informed by Prematilleke, Liyanage and K.A. Perera that there was no need to insert any interest but only to give a promissory note. Thereafter Kumatheris and Gunapala with Thomas Singho used to call on him and press him for the money even from the Christmas Festival Advance. He was unable to comply with their request. On 11th September, 1960, Liyanage, Prematilleke, Gunapala, K.A. Perera and Kumatheris' father came to his house and threatened him. He made a complaint about this to the Police. On 13th September, 1960 Prematilleke again came with the same people, when he informed them that he had made a complaint to the police and not to give him trouble. The accused stated that it was thereafter that Thomas Singho made a complaint to the Assistant Food Controller and the Bribery Commissioner. His entire defence was that this was a money transaction and that he had not taken the money as a bribe to obtain a job for

10

20

30

40

50

Kumatheris.

In the
District Court

No. 16

Reasons

29th February
1968

(contd)

10 The evidence of Kumatheris and Thomas
Singho was corroborated by the evidence of
Gunapala and Don David regarding the handing
over of the money to the accused and the
circumstances under which the note P1 came to
be given by the accused to Thomas Singho.
Thomas Singho's evidence was that on 3rd
December, 1959, he went to Buddhagosa
Vidyalaya where, in a room, they met the
accused. The accused wrote out the promissory
note P1 and promised to get a job for
Kumatheris in the Food Control Department and
took the sum of Rs. 500/- from him as a
consideration for obtaining the job. The
accused wrote out the note P1 and it was
witnessed by Mayurapala and David in his
presence. Kumatheris' evidence was also to the
same effect, namely, that on 3rd December, 1959
20 he went with his father to Buddhagosa Vidyalaya
accompanied by Gunapala. At the Buddhagosa
Vidyalaya in a teacher's room they met David
and Mayurapala, and shortly after the accused,
who accepted the money, promising to obtain a
job for him. Promissory note P1 was written
out and given by the accused to his father.
David and Mayurapala signed the promissory
note P1 as witnesses. Gunapala's evidence was
that on 3rd December, 1959 Kumatheris, his
30 father and he went to the school about 7 a.m.
and met Mayurapala and David in a teacher's
room, when the accused came there and met
them and asked them whether they were ready
with the money. Thereupon Thomas Singho
handed over the money to the accused and the
accused accepted the money and promised to get
Kumatheris a job within a month. Don David's
evidence was also of the same tenor, namely,
40 that on 3rd December 1959 he with Mayurapala,
Gunapala, Kumatheris and his father Thomas
Singho met the accused in a teacher's room
at the Buddhagosa Vidyalaya where Thomas
Singho handed over the money to the accused
and the accused wrote out the note P1 and
gave it to Thomas Singho informing him not to
fear and that within a month he will get
Kumatheris a job.

The accused cross-examined all these

In the
District Court

No. 16

Reasons

29th February
1968

(contd)

witnesses in detail. It was suggested to Kumatheris that at the time P1 was written, Mayurapala gave through Gunapala, the accused Rs. 200/-. This money, it was suggested, was taken by the accused, from Gunapala and given to Thomas Singho. It was also suggested to him that the accused had been coming to their house from 1953. He denied of any such visits by the accused to their house. Similarly it was suggested to Thomas Singho that in 1953 he lent the accused Rs. 400/-. Thomas Singho denied of any such transaction. He also denied that the loan was obtained by the accused from him through one Gunapala. In fact Thomas Singho stated quite categorically that he had no money transactions with the accused prior to the incident in question. I was impressed with the evidence of Thomas Singho, Gunapala, Don David and Kumatheris. Their cross-examination did not raise any doubts in my mind about their evidence. I accept their evidence. Witness Prematilleke corroborated the evidence of David. He stated that David contacted him about getting a job for Kumatheris and that he introduced the accused to David who in turn introduced the accused to Gunapala, Kumatheris and Thomas Singho. The accused produced a promissory note given by him to Prematilleke dated 30th September, 1959, and marked D1. It was suggested by the accused to Prematilleke that this promissory note was given on the occasion that Gunapala advanced a sum of Rs. 200/- to Prematilleke to be given to Thomas Singho on the accused's account. Prematilleke denied that he advanced a sum of Rs. 200/- on the accused's behalf to Thomas Singho and the accused gave him D1. His evidence was that the promissory note D1 was given by the accused to him as a result of the accused taking some money from him also promising to find him a job. Prematilleke also denied that the accused had met him and asked him to accommodate him on the debt due to Thomas Singho.

The accused contended that this was entirely a money transaction between him and Thomas Singho. There were two letters P5 and P6 produced by the prosecution which gave the lie to the accused's defence apart from the obvious falsity of his evidence. In the letter by the

10

20

30

40

50

accused to David dated 17th December, 1959 (P5) the accused has informed David that he went to see one Mr. S and that Mr. S has informed him that there is a delay in finalising the application, but that it will not take a long time and every endeavour is being made to settle matters early. Further, as soon as the final letter is ready he would write to him. The accused did not explain the circumstances under which he came to write this letter. David in his evidence has stated that he came to know from Gunapala that the accused had not got the job he had promised for Kumatheris. He thereafter contacted the accused and called upon him to return the money or to find the job. P5 is one of the replies sent by the accused to him when he had requested the accused to return the money. In P5 there is a definite statement by the accused "that there is a delay in finalising the application." It was suggested by the prosecution that the "application" here refers to the job which the accused had promised Kumatheris. Further, the evidence of the accused rings untrue from beginning to end. He stated that in 1953 he took a loan of Rs. 400/- from Thomas Singho, and one P.K.L. Gunaratne arranged the loan for him. P.K.L. Gunaratne is dead, and his evidence was not available either to the Bribery Commissioner or to this Court. He called Gunaratne's wife as a witness. She was only able to say that the accused had visited her house on two occasions but that she was unable to say for what purpose the accused had come to meet her husband. Thomas Singho categorically denied that in 1953 he had lent any money to the accused or that Gunaratne had introduced him to the accused. The accused was also unable to produce the promissory note on which he had borrowed a sum of Rs. 400/- from Thomas Singho in 1953. His explanation was that he had no occasion to preserve the note. Further he stated that he paid Thomas Singho Rs. 40/- a month as interest on the Rs. 400/- he borrowed in 1953 up to 1956. If one works out the amount the accused has paid Thomas Singho as interest one would see how many times over the accused had paid Thomas Singho the capital sum of Rs. 400/- by way of interest. This story of the accused struck

In the
District Court

No. 16

Reasons

29th February
1968

(contd)

In the
District Court

No. 16

Reasons

29th February
1968

(contd)

me as utterly false and not worthy of credit. Further he stated that immediately after he paid up the debt of 1953, in January 1956 he obtained a further loan of Rs. 400/- on the same terms from Thomas Singho through Gunaratne. Thomas Singho denied of any such loan being given by him to the accused. The accused further stated that when he was being pressed by Thomas Singho he got Prematilleke to get Gunapala to advance a sum of Rs. 200/- to be paid to Thomas Singho. It was on that occasion that he gave Prematilleke the note D1. Prematilleke denied of any such intervention by him. He stated the circumstances under which he gave the money on D1 to the accused. Finally the accused stated that he gave the note P1 to Thomas Singho when he found Thomas Singho pressing him for the balance Rs. 200/- due on the note of 1956. Prematilleke and Thomas Singho have denied this story of the accused. It appears that the accused on an earlier occasion too had promised one Rosalin Kariyapperuma a job and obtained money on a promissory note in similar circumstances. He admitted that he was charged in M.C. Gampaha Case No.88081 with falsely representing to Rosalin Kariyapperuma that he would find a job for her and induced her to give him Rs. 500/- and was convicted and sentenced to four months' rigorous imprisonment. I disbelieve the accused and reject his defence.

10

20

30

For the above reasons I find the accused guilty of the charge.

Sgd. C.V. Udalagama
Addl. District Judge
29.2.68

CVU/MAW

No. 17

Sentence

29th February
1968

NO. 17

SENTENCE

Before C.V. Udalagama Esq., A.D.J.
Recorded by Miss R. Jebarajah

40

D.C. Colombo Case No. B/29 29.2.68

Crown Counsel I.B. Wickremanayake instructed for the prosecution.

In the District Court

Accused present.

No. 17

Reasons delivered in open court.

Sentence

The accused in mitigation of sentence states that now he will be civilly liable on the promissory note P1.

29th February 1968

(contd)

He further pleads that he be dealt with leniently in view of his age and family.

10

SENTENCE

Cases of bribery among Government Servants is a serious matter. On the evidence in this case the accused had been found guilty on an earlier occasion too of having obtained money on false pretences for finding employment. I convict the accused and sentence him to 3 years rigorous imprisonment and to a fine of Rs. 500/-, in default 6 months rigorous imprisonment. Under Section 26 of the Bribery Act I further order the accused to pay a sum of Rs. 500/- as penalty to Thomas Singho within 4 years of today.

20

Sgd. C.V. Udalagama.
A.D.J. 29.2.68

NO. 18

PETITION OF APPEAL

IN THE SUPREME COURT OF THE ISLAND OF CEYLON

D.C. Colombo

Case No.B/29

RAJAMUNI GNANAMUTTO MOSES of 266
Rattanapitiya Road, Boralesgamua
Accused-Appellant

Vs.

THE QUEEN

Respondent

30

On the 29th day of February, 1968

In the Supreme Court

No. 18

Petition of Appeal

29th February 1968

In the
Supreme Court

No. 18

Petition
of Appeal

29th February
1968

(contd)

To: THE HONOURABLE THE CHIEF JUSTICE AND THE
OTHER HONOURABLE JUDGES OF THE SUPREME
COURT OF THE ISLAND OF CEYLON

The PETITION OF APPEAL of the Accused-
Appellant respectfully sheweth as follows:-

1. The accused-appellant was tried in the
District Court of Colombo on an Indictment on
the following Charges:-

That on or about the 3rd day of December,
1959 at Kalubowila, in the division of
Colombo, within the jurisdiction of this
Court, you did accept a gratification of
Rs. 500/- from Magamma Uggallage Thomas
Singho as an inducement for procuring for
Uggallage Kumatheris employment in the
Food Control Department and that you are
thereby guilty of an offence punishable
under Section 20 of the Bribery Act.

10

2. After trial in the said case, the learned
District Judge convicted the accused-appellant
and sentenced him to three years rigorous
imprisonment and a fine of Rs. 500/- in default
six months rigorous imprisonment.

20

3. Being aggrieved with the said order,
conviction and sentence the accused-appellant
begs to appeal to Your Lordships' Court on the
following among other grounds that may be urged
by Counsel at the hearing of this Appeal.

(a) The said order, conviction and sentence
are contrary to law and against the weight
of evidence led in the case.

30

(b) The Prosecution failed to discharge its
burden of proving the case against the
accused and the learned District Judge
erred in convicting the accused on the
evidence led in the case.

(c) The Prosecution failed to prove the
ingredients of the offence with which the
accused-appellant was charged, as such the
said conviction and sentence are bad in law.

40

(d) The learned District Judge erred in law in
acting on documents which were not proved
before Court in the manner required by law.

(e) In any event, the sentence passed on the accused is excessive.

In the Supreme Court

WHEREFORE the accused-appellant humbly prays that Your Lordships' Court be pleased to -

No. 18

(i) set aside the said conviction and sentence and/or reduce the sentence

Petition of Appeal

(ii) to acquit the accused

29th February 1968

(iii) for such other and further relief as to Your Lordships' Court may seem meet.

(contd)

10

Sgd. R.G. Moses
(Accused-Appellant) 29.2.68

NO. 19

No. 19

ORDER

Order

No. S.C. 3/'68

23rd January 1969

(Bribery)

ELIZABETH THE SECOND, QUEEN OF CEYLON AND OF HER OTHER REALMS AND TERRITORIES, HEAD OF THE COMMONWEALTH

20

IN THE SUPREME COURT OF THE ISLAND OF CEYLON

THE QUEEN

Complainant and Respondent

Versus

RAJAMUNI GNANAMUTTO MOSES
of No.266 Rattanapitiya
Road, Boralesgamuwa

Accused and Appellant

Case No.B/29 In the District Court of Colombo

Counsel for Appellant: Mr. Advocate Y.C. David

Counsel for Respondent: Mr. Advocate S.W.B.

30

Wadugodapitiya,
Crown Counsel.

This case having come before the Hon. Anthony

In the
Supreme Court

No. 19

Order

23rd January
1969

(contd)

Christopher Augustus Alles, Puisne Justice,
and the Hon. Oswald Leslie de Kretser, Puisne
Justice, of this Court, for hearing and deter-
mination on 18th January, 1969.

It is considered and adjudged that this
appeal be and the same is hereby dismissed.

Sgd. A.A.A. Alles

Puisne Justice

Sgd. O.L. de Kretser

Puisne Justice

10

Witness the Hon. Gardiye Punchihewage
Amaraseela Silva, Chief Justice (Acting),
at Colombo, the 23rd day of January in the year
One thousand nine hundred and sixty nine, and
of Our Reign the Seventeenth.

Sgd. Lauri Wickramasinha

(Seal)

Deputy Registrar, S.C.

In the
Privy Council

No. 20

Order granting
Special Leave
to Appeal in
forma pauperis
to Her Majesty
in Council

23rd May 1969

NO. 20

ORDER GRANTING SPECIAL LEAVE TO
APPEAL IN FORMA PAUPERIS TO
HER MAJESTY IN COUNCIL

20

AT THE COURT AT HOLYROODHOUSE

The 23rd day of May, 1969

PRESENT

THE QUEEN'S MOST EXCELLENT MAJESTY

Lord Wilson of Langside
Mr. Secretary Ross

Lord Stott
Mr. Thomson

Whereas there was this day read at the
Board a Report from the Judicial Committee of
the Privy Council dated the 23rd day of April
1969, in the words following, viz.:-

30

10 "Whereas by virtue of his late Majesty King Edward the Seventh's Order in Council of the 18th day of October 1909 there was referred unto this Committee a humble Petition of Rajamuni Gnanamuttu Moses in the matter of an Appeal from the Supreme Court of Ceylon between the Petitioner and Your Majesty Respondent setting forth that the Petitioner prays for special leave to appeal in forma pauperis to Your Majesty in Council from the Judgment of the Supreme Court of Ceylon dated the 23rd January 1969 whereby the said Court dismissed the Petitioner's Appeal against his conviction on a charge of bribery by the District Court Colombo and sentence of three years rigorous imprisonment and a fine of Rs. 500/- and in default six months rigorous imprisonment: And humbly praying Your Majesty in Council to grant him special leave to appeal in forma pauperis against the Judgment of the Supreme Court of Ceylon dated the 23rd January 1969 or for further or other relief:

20

30 "The Lords of the Committee in obedience to his Late Majesty's said Order in Council have taken the humble Petition into consideration and having heard Counsel in support thereof no one appearing at the Bar on behalf of the Respondent Their Lordships do this day agree humbly to report to Your Majesty as their opinion that leave ought to be granted to the Petitioner to enter and prosecute his Appeal in forma pauperis against the Judgment of the Supreme Court of Ceylon dated the 23rd January 1969:

40 "And Their Lordships do further report to Your Majesty that the authenticated copy of the Record produced by the Petitioner upon the hearing of the Petition ought to be accepted (subject to any objection that may be taken thereto by the Respondent) as the Record proper to be laid before Your Majesty on the hearing of the Appeal."

Her Majesty having taken the said Report

In the
Privy Council

No. 20

Order granting
Special Leave
to Appeal in
forma pauperis
to Her Majesty
in Council

23rd May 1969
(contd)

In the
Privy Council

No. 20

Order granting
Special Leave
to Appeal in
forma pauperis
to Her Majesty
in Council

23rd May 1969
(contd)

into consideration was pleased by and with
the advice of Her Privy Council to approve
thereof and to order as it is hereby ordered
that the same be punctually observed obeyed
and carried into execution.

Whereof the Governor-General or Officer
administering the Government of Ceylon for the
time being and all other persons whom it may
concern are to take notice and govern them-
selves accordingly.

W.G. Agnew

10

Exhibits

D. 7

D.7

Letter, P.K.L.
Guneratne to
the Commissioner
of Labour

LETTER, P.K.L. GUNERATNE TO
THE COMMISSIONER OF LABOUR

429, Gansabawa Road,
Nugegoda.

17th November, 1953.

17th November
1953

The Commissioner of Labour,
Labour Department,
Lower Lake Road,
Galle Face,
Colombo 3.

20

Dear Sir,

The is to inform you that I join Messrs.
The Ceylon Shoe Co. Ltd., on 4th December, 1950,
and was discharged on 31st October, 1953.

Since I join the above company, I was not
paid any overtime. I have been working overtime
daily about an hour or so per day.

Therefore, I shall be very much obliged to
you if you would kindly take necessary steps on
above firm to recover same from 4th Dec.1950 to
31st October, 1953.

30

Thanking you, and expecting a reply.

Yours faithfully,

P.K.L. Gunaratne

55.

D. 6

LETTER, ASSISTANT COMMISSIONER
OF LABOUR TO P.K.L. GUNARATNE

No. C/M 503/53
Department of Labour,
Colombo, 15.12.53.

Sir,

Petition against Ceylon Shoe Co.

10 With reference to your letter of
17.11.53, I have the honour to request you to
see me at this office on any working day.

I am, Sir,

Your obedient Servant,

Sgd. Illegibly.

Assistant Commissioner of Labour

(Colombo District)

Mr. P.K.L. Gunaratne,
429, Gansabawa Road,
Nugegoda.
MHS

Exhibits

D. 6

Letter,
Assistant
Commissioner of
Labour to
P.K.L.
Gunaratne

15th December
1953

20

D. 3

LETTER, R.G. MOSES TO GS/1.
SECTION, WITH MINUTES THEREON

GS/1. Section,
A.F.C's Office,
Nugegoda.
2nd December, 1958.

AFC/CC

Sir,

30 I have to bring to your kind notice that
in view of the General Circular on Sinhala
Correspondence - number of cases in this
Section are apt to cause delayed action. I

D. 3

Letter, R.G.
Moses to
GS/1. Section,
with Minutes
thereon

2nd December
1958

Exhibits

D. 3

Letter, R.G. Moses to GS/1. Section, with Minutes thereon

2nd December 1958

(contd)

shall thank you to be good enough to consider and grant me re-dress. The work is liable to increase further from the latter part of this month on account of prior preparations of HHL. etc. for the 19th series of rationing period.

2. So far I have been depending on the mercy of other Officers and now I feel it is cumbersome to urge them any more during their normal busy period to exceed to their kindness.

Thanking you for early consideration.

10

I am, Sir,

Your obedient servant,

Sgd. R.G. Moses

Clerk QCS.

AFC

Submitted.

We are unable to give change of work to Mr. Moses as a knowledge of Sinhalese is necessary in connection with all work dealt in this office and also in the interest of the officer.

20

For orders please.

Sgd. Illegibly 3.12.58

Inform Mr. M. accordingly

Sgd. Illegibly 3.12.58

Discussed Mr. Moses states that he is prepared to give the drafts in English and only a translation is required. The number of letters on an average will not exceed four per day. Mr. Ebert has consented to assist Mr. M. Inform M. accordingly.

30

Sgd. Illegibly 3.12.58

AFC/CC

Noted please.

Sgd. Illegibly 4.12.58



D. 1

PROMISSORY NOTE R.G. MOSES
TO W.K. PREMATILLAKE

Exhibits

D. 1

Promissory Note
R.G. Moses to
W.K.
Prematillake

30th September
1959

Capital sum
borrowed

30th Sep., 1959.

Rs. 500/-

Rs. 500/-

2. Interest
Premium
or other
Charges
deducted
or paid
in
Advances

On demand I the undersigned
R.G. Moses of No.266 Rathana-
pitiya Road, Borelesgomuwa
promised to pay to Mr. W.K.
Prematillake or order the sum
of RUPEES Five Hundred only

10

Rs.

Currency for value received with
interest thereon at the rate of
..... per centum per
annum from the date hereof

3. Rates of
interest
per
centum
per annum

Witnesses:-

20

Sgd. R.G. Moses.
30.9.59

P. 1

PROMISSORY NOTE R.G. MOSES
TO U.T. SINGHO

P. 1

Promissory Note
R.G. Moses to
U.T. Singho

3rd December
1959

1. Capital sum
borrowed

NO: 3.12.1959
Rs. 500/-

Rs.
2. Interest
premium or
charges
deducted or
paid in
advance

On demand I the undersigned
R.G. Moses promise to pay to Mr.
Uggellage Thomis Singho or order
the sum of Rupees Five hundred
only.

30

Rs.

With interest thereon at the rate
of per centum per annum,
from the date hereof, currency
value received.

3. Rate of
interest
per centum
per annum
Initial ..
2.3.1961.
Sgd. U.
Kumatheris

WITNESSES: 1. Sgd Illegibly
2. Sgd. Illegibly

40

Sgd. R.G. Moses.
3.12.59

Exhibits

P. 5

P. 5

LETTER, R.G. MOSES TO MR. DAVID

Letter,
R.G. Moses to
Mr. David

No. 266 Rathanapitiya Road,
Borelesgomuwa.

17th Dec. '59.

17th December
1959

Dear Mr. David,

I went to see Mr. S. and he says that there is a delay in finalising the application. But it will not be a very long delay. Every endeavour is being made to settle matters early. But, unavoidable official delays has to be born up. I am confident there will be nothing going wrong. Your monies will not be denied and your monies are safe. As soon as the final letter is ready, I will also write to you. If there is anything urgent write to me and meet on the 21st or on an earlier date. As I told you, you can meet me in Colombo on Monday the 21st instant.

10

Yours sincerely,

Sgd. R.G. Moses

20

P. 6

P. 6

Letter,
R.G. Moses to
Mr. David

LETTER, R.G. MOSES TO MR. DAVID

Boralesgamuwa.

29.12.59

29th December
1959

Dear Mr. David,

As I promised to you and Rev. Pematilleka I met my friend he explains that there is a delay still, I will return by tomorrow evening or 31st. It is very essential that we should meet and discuss matters. Therefore kindly hold on till I return.

30

Yours sincerely,

Sgd. R.G. Moses

Sgd. Illegibly.

15.6.61

Sgd. Illegibly.

15.6.61

59.

P. 2

LETTER, R.G. MOSES
TO MR. KUMATHERIS

Boralesgamuwa,
7.10.60

Dear Mr. Kumatheris,

Please be good enough to request your father to give me time till about the 17th instant. I will send an instalment without fail.

Yours sincerely,

Sgd. R.G. Moses

2.3.1961

Sgd. U. Kumatheris

10

Exhibits

P. 2

Letter,
R.G. Moses to
Mr. Kumatheris

7th December
1960

P. 3

LETTER, R.G. MOSES
TO MR. KUMATHERIS

No: 266, Rathanapitiya,
20.10.60.

Dear Mr. Kumatheris,

I told your father that I will see him on 19th or 20th. I went to Wennapuwa and came late yesterday. Therefore I did not come. Also I had to be in office. This is my last request. I will not ask you any more grace. Kindly tell your father to consider my family responsibility and give me time till 30th Sunday. I will come to your house personally and pay some money. Please tell him not to file action. Why spend money to Courts. You can take any interest for your money.

Yours sincerely,

Sgd. R.G. Moses

20

30

P. 3

Letter,
R.G. Moses to
Mr. Kumatheris

20th October
1960

Exhibits

P. 4

P. 4

LETTER, U.T. SINGHO TO
COMMISSIONER, BRIBERY COMMISSION

Letter,
U.T. Singho to
Commissioner,
Bribery
Commission

U. Thomas Singho,
of Magamma, Hathlahagoda,
Homagama, 29th December, 1960

29th December
1960

The Commissioner,
of the Bribery Commission,
Colombo.

Honoured Sir,

With due respect and profound submission I
have the honour to submit the following facts
for your kind and favourable consideration.

10

I am a Sinhalese, age 62 years, Cultivator,
my son U. Kumatheris, age 28 years, who have
passed the s.s.c., informed me that he had
spoken to Mr. R.G. Moses a Clerk of the Asst.
Food Control Department, Nugegoda who wanted
Rs. 500/- to give him a job in the Food Control
Department, and told me to give him Rs. 500/-
to be handed over at the Kalubovila School,
which amount I paid to Mr. Moses on 3.12.59 at
the Kalubovila School in the presence of Mr.M.
David, a pupil at Nittambuwa Buddhist Training
College, and his Private address of Arruck
watte, Padukka, 2.B.S. Mayurapala of No.124 Old
Kottawa Road, Mirihana, Nugegoda, 3. K.
Gunapala of Magamma, Homagama. All the above
witnesses were present when the money was given
to him (Mr. Moses.)

20

Mr. Moses after receiving the money of
Rs. 500/- and promised to get him the job with
in one months time failure of which that he
would return the amount, but he has not complied
with as promised.

30

On several occasions I have been asking him
about the job but in respond to which he has
sent me 2 letters dated on 7.10.60 & 20.10.60
praying not to take action and that he will
return the money. In the meantime I forwarded
a letter to the Asst. Food Controller Nugegoda,
on 21.11.1960 to which he has replied, his
Ref. No. PF/8 of 27.12.1960, to the affect

40

61.

referring for legal remedy, the letters will be produce in the inquiry when necessary.

Under the forgoing facts, I am a large familied man to support, I therefore most humbly beg of your honour be pleased to cause inquiry and meet justice.

For which act of kindness and justice be ever grateful.

Thanking your honour and awaiting for an early reply.

I beg to remain Sir,

Your most obedient servant.

Sgd. U. Thomas Singho

22.2.61 at 10 a.m. B.D.C. Office.

The complainant was sent a notice today under Registered Cover directing him to appear in this Office on 25.2. at 10 a.m. along with his son and to bring with him the documents referred to in his petition.

Sgd. Illegibly

22.2.61.

Exhibits

P. 4

Letter,
U.T. Singho to
Commissioner,
Bribery
Commission

29th December
1960

(contd)

10

Exhibits

D. 2D. 2SALARY PARTICULARS OF R.G. MOSESSalary
Particulars
of R.G. MosesSalary Particulars of Mr. R.G. Moses,
Clerk Q.C.S., A.F.C.'s Office,
Nugegoda.

	Rs.	Cts.	
1. Salary	176.	00	
2. Additional Remuneration	Nil.		
3. Rent Allowance	21.	12	
4. C.L.A.	101.	60	
5. S.L.A.	45.	00	10
	<u>343.</u>	<u>72</u>	
<u>Abatements</u>			
1. W. & O.P. FUND	7.	04	
2. Salary Advances (Festival)	10.	00	
3. Lady Lochore Loan Fund (on a/c of Debts)	60.	00	
4. Colombo Kachcheri C/S. (on a/c of Loans)	22.	38	
5. N.D. Tax	13.	72	
	<u>113.</u>	<u>14</u>	20
	<u>230.</u>	<u>58</u>	

IN THE PRIVY COUNCIL

No.13 of 1969

ON APPEAL FROM
THE SUPREME COURT OF CEYLON

B E T W E E N :

RAJAMUNI GNANAMUTTU MOSES Appellant

- and -

THE QUEEN Respondent

R E C O R D O F P R O C E E D I N G S

T.L. WILSON & CO.,
6 Westminster Palace Gardens,
London, S.W.1.

Solicitors for the Appellant

HATCHETT JONES & CO.,
90 Fenchurch Street,
London, E.C.3.

Solicitors for the
Respondent