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Supreme Court
 No. 129/1945 (Criminal)

District Court, Trincomalee
 No. 293/Magistrate's Court No. 1384.

IN THE PRIVY COUNCIL
 ON AN APPEAL FROM THE SUPREME
 COURT OF CEYLON

THE KING

VERSUS

A. J. E. G. CASPERSZ.....*Accused-Appellant.*

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 OF PROCEEDINGS

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Letter
(Not available in record) 6-5-44.

Not
Transmitted

No.....

Supreme Court
No. 129/1945 (Criminal)

District Court, Trincomalee
No. 293/Magistrate's Court No. 1384.

IN THE PRIVY COUNCIL
ON AN APPEAL FROM THE SUPREME
COURT OF CEYLON

THE KING

VERSUS

A. J. E. G. CASPERSZ.....*Accused-Appellant.*

RECORD OF PROCEEDINGS

PART I.

PART I.

No. 1

No. 1.
Charge laid
against
accused
9-6-45**Charge laid against Accused**

CEYLON POLICE

M. C. Trincomalee 1384.

In the Magistrate's Court of Trincomalee.

This 9th day of June, 1945, I, A. B. Rambukwella, Asst. Supdt. of Police, Criminal Investigation Department, Colombo, in terms of Section 148 (b) of the Criminal Procedure Code (Ch. 16) hereby report to the
 10 Court that A. J. E. G. Caspersz, Executive Engineer, Trincomalee, did between the 10th day of April, 1944, and 18th day of May, 1944, at Trincomalee, within the jurisdiction of this Court being entrusted in his capacity as a public servant, to wit, Executive Engineer, P. W. D., Trincomalee, with dominion over property to wit, money for the purpose of payment to overseers and their labourers for rubble bottoming laid down at the 78th, 79th and 80th mileposts on the Trincomalee-Batticaloa road, commit criminal breach of trust in respect of the sum of Rs. 6,218.48 out of the said money and thereby committed an offence punishable under section 392 of the Ceylon Penal Code.

20 *Witnesses :*

1. J. H. E. de Kretser, Superintending Engineer, Trincomalee.
2. C. H. Bradley, Director, P. W. D., Colombo.
3. H. K. Melson, Junior Asst. Engineer, P. W. D.
4. K. Thambiah, Overseer, Trincomalee.
5. Kandasamy, Overseer, Trincomalee.
6. Dorairajah, Overseer, Trincomalee.
7. D. A. Perera, Overseer, Chilaw.
8. Amerasinghe, Overseer, Chilaw.
9. N. Chelliah, Head Clerk, P. W. D. Office, Trincomalee.
- 30 10. S. Pathanjam, Clerk, P. W. D. Office, Trincomalee.
11. The Agent, Bank of Ceylon, Colombo.
12. Kandiah, Overseer, Trincomalee.

Sgd. A. B. RAMBUKWELLA,
Asst. Superintendent of Police, C. I. D.

Depositions of Witnesses

Accused : A. J. E. G. CASPERSZ, present.

MR. ADVOCATE S. N. RAJARETNAM instructed by MR. D. RAJA-RETNAM for him.

J. H. E. DE KRETSEK, sworn, 52, Superintending Engineer, Kurunegala.

I am the Superintending Engineer, North-Western Division. The Executive Engineer, Trincomalee, is under me. Accused is the Executive 10 Engineer, Trincomalee. He is a public servant. All papers from his office except accounts have to be forwarded through me. Early in 1944 the improvement of the China Bay Road works was started—that is, road leading to Kinniyai ferry, (the road 78th, 79th and 80th miles). In this connection an estimate was prepared by this accused. This is the estimate (P1). It is signed by him. In respect of each mile there is an item “rubble bottom to road”. That is the foundation to the road which is laid before 2” metal is put over it. It is imperative that rubble bottom should be laid where the road crust was weak. The work on the road according to the estimate (P1) was approved by the Director of Public 20 Works’ letter No. S 243/123 of 25-2-44 (P2). Para. 2 of P2 will apply to this estimate. The sum of Rs. 112,500 was in the control of the accused. Accused could spend that amount within the details of the estimate (P1). During the progress of this work accused had to send in fortnightly reports on the orders sent in letter No. S 248/123 of 31-1-44 (P3) addressed by the D. P. W. These reports had to give the details of the work done. I too was ordered to inspect this road weekly and to send an independent report to the Director of Public Works. I carried out the instructions and visited the road every week. My sole inspection was of this road and the metal quarries where metal was being broken for these works. The 80 dimensions for the rubble bottoming vary from 6” to 9” and of the metal is 2”. Regarding payment the following was the procedure :—Overseers who were doing the work submitted the bills for work done to the accused. He on his inspections would measure and check the bills and pass the bills for payment. Measuring is done on a form set apart for that purpose. The bill indicates the nature and description of the work done. Early in May, 1944, or latter part of April, 1944, there was an indication of this work being taken over by an independent officer and for this independent officer to carry on the work solely. In or about March, 1944, I wanted a junior Asst Engineer to assist the accused and one Mr. Melson was sent. 40 Accused was aware that there was going to be a successor. On 22-5-44 I was on inspection. Late in the afternoon Mr. F. H. S. Gunasekera, who was taken over from the accused as the special officer for the new works in the course of conversation with me on these works disclosed that an

item " rubble foundation " had been paid to the overseers on their bills on the 79th and 80th mile of China Bay road works. Being aware that no such work was executed and to verify the information then given I proceeded to the accused's office. (Witness refers to a document. Mr. Rajaretnam brings this to my notice. It is the report made by this witness to the D. P. W. As it was referred to by the witness I order it to be produced. I mark it (P4).

No. 2
Depositions
of
Witnesses
de Kretser,
Examination
—continued.

Sgd. P. SRI SKANDA RAJAH,
Magistrate.

10

27-6-45.

There I scrutinised the bills and observed that certain overseers had been paid for the item foundation rubble bottom. I promptly proceeded from the office and made enquiries. I could not make full inquiries as there was no time. I resumed my inquiries on 26-5-44. From 26-5-44 to 28-6-44 I was in Trincomalee making inquiries into this matter. I had not notified the accused to be present at the inquiry. On the night of 28-6-45 I was out for dinner and returned to the circuit bungalow at about 11 p.m. As soon as I went there this accused turned up to see me. He said : " I understand that you have taken statements from overseers. I have come to make a clean breast of it. I take full responsibility for it ". He also said : " I have come to ask your advice as to what I am to do ". I thought about it and told him that the best thing for him to do was to recall all the money paid and show that as an over-payment. This advice was after the accused made the earlier statement. I mentioned no particular instance of any payment. That is all that took place between me and accused. I am familiar with the handwriting of the accused. (Shown P5)—Monthly Bill No. 39 for the period 1st to 10th May, 1944). It is certified by the accused. P5a which is a measurement form has been filled. This has been checked and certified by the accused. The item rubble bottoming has been altered from 140 to 126 squares. (A square = 100 sq. ft.). The whole item of 126 squares is valued at Rs. 936.18. This bill has been paid by voucher No. 51 (P5b). This voucher P5b is certified by the accused. (Shown voucher No. 64 (P6). It shows a payment of Rs. 4,083.12, the paying officer being the accused. I identify his signature. This is supported by the bill No. 17 (P6a) and measurement form (P6b). P6a has been certified by the accused and P6b has been checked by the accused. P6b contains an item " 198 squares of rubble bottom " costing Rs. 1,471.14. P6a contains statement of other work done. (Shown P7—Voucher No. 42 for Rs. 844.70). The paying officer of P7 is the accused. It is supported by the bill P7a and measurement form P7b. P7a is certified by accused. P7b has been checked by the accused. The item " rubble bottom " in P7b has been altered from 98 squares to 65 squares and its cost is Rs. 482.95. (Shown P8—Voucher No. 41 for Rs. 541.79). The paying officer of P8 is this accused. It is supported by bill No. 29 (P8a) and measurement form (P8b). P8b has been checked by the accused. The item " rubble bottom " is 41 squares

No. 2
Depositions
of
Witnesses
de Kretser,
Examination
—continued.

has been altered by accused to 41 squares. Its cost is Rs. 304.63. P8a has been certified by the accused. (Shown P9—Voucher No. 59). It is certified by the accused. It is supported by measurement form (P9a) and bill (P9b). P9a and P9b are certified by Mr. Melson. Paying officer on this P9 was this accused. The item "rubble bottom" in P9a has been altered from 72 to 60 squares by Melson.

I find that evidence is being led in respect of more offences than three committed during a period of 12 months. Each payment will constitute a distinct offence, if any offence has, in fact, been committed. Therefore, I order the charges to be restricted to three.] 10

Signed. P. SRI SKANDA RAJAH,
Magistrate.
27-6-45.

Accused had no authority to incur expenses other than those shown in the details of the estimates. In P5a, P6b, P7b there are alterations indicating that accused has physically checked them. Accused could not have lawfully paid on items that had not been done. The fortnightly reports sent by the accused in respect of the work covered by the payments on P5b, P6 and P7 did not indicate that rubble foundation was laid. Nor did I on my inspections find any rubble either in the quarries or on the 20 road.

Signed. J. H. E. DE KRETSEK.

Signed. P. SRI SKANDA RAJAH,
Magistrate.
27-6-45.

I explain to the accused the particulars of the offences with which he is charged. Non-Summary No. 1 filed.

Signed. P. SRI SKANDA RAJAH,
Magistrate.
27-6-45 30

F. E., 3-8-45 at 9 a.m. Witnesses 1, 2, 3 and 9 warned to appear. Bail accused in Rs. 1,000/1,000. Cite other witnesses.

Signed. P. SRI SKANDA RAJAH,
Magistrate.
27-6-45.

3-8-45. Accused A. J. E. G. Caspersz present on bail. Appearance as before.

As directed by the Attorney-General I read out the particulars of the offence with which he is charged (as stated in the plaint.) V Non-Summary form No. 1 filed. 40

Signed. P. SRI SKANDA RAJAH,
Magistrate. 3-8-45.

J. H. E. DE KRETSEK, recalled, sworn, previous evidence read over. I produce P1 to P4. (Shown P10—Voucher No. 35 of 7-5-44). It is for a sum of Rs. 2,096·29. To it are attached bill (P10a) and measurement form (P10b). P10a has been certified by the accused. P10b has been checked by Melson, the assistant Engineer under the accused. The paying officer of Voucher P10 is the accused. The item rubble bottom was originally 73½ squares had been altered to 61½ by Melson, alteration is initialled. In P10b too it has been altered, and initialled by Melson. The cost of that amount is Rs. 451·41. (Shown P11—Voucher No. 40 of 10-5-1944 together with bill No. 28 (P11a) and measurement form (P11b) rubble bottoming in P11b is 68·44, checked and certified by Mr. Melson. In P11a this item is certified by the accused. Payment on P11 is authorised by accused Caspersz. The voucher is Rs. 3,287·19. On account of rubble bottoming Rs. 508·50 has been paid. (Shown P12—Voucher No. 30 of 18-5-44 together with bill No. 18 (P12a) and measurement form (P12b). Rubble bottoming has been altered from 51·25 squares to 41·25 squares. P12b has been checked and certified by Mr. Melson in P12a the alteration has been initialled by accused by 51·25 to 41·25. The bill P12a has been certified by the accused. P12 is for Rs. 2,878·26. It has been passed and certified by accused. (Shown P13—Voucher No. 31 of 18-5-44 for Rs. 3,425·70 together with bill 19 (P13a) and measurement form P13b). Rubble bottoming has been checked and passed by Melson on P13b. It is 124 squares. On P13a on account of this item is shown Rs. 921·32. P13a has been certified by this accused. P13 has been certified for payment by accused. (Shown P14—Voucher No. 45 of 18-5-44 for Rs. 1,710·32 certified by accused together with bill 33 (P14a) and measurement form (P14b). In P14b 57½ squares of rubble bottoming has been checked and altered to 52½ squares. It has been checked by accused. It has been certified by this accused and Melson. On account of this item Rs. 390·07 has been paid. The alteration in P14a has been initialled by accused and also certified by the accused. The Voucher P14 has been certified for payment by the accused. I am familiar with the signatures and initials of the accused and Melson. During the progress of this work accused submitted weekly reports wherein he had to show the number of cubes of metal and rubble broken in the quarries and those brought on the road. In none of them has the accused shown any rubble being broken or removed to the road. I produce of six such reports sent by the accused—P15 of 11-2-44, P16 of 31-1-44, P17 of 7-3-44, P18 of 25-3-44, P19 of 27-4-44 and P20 of 9-5-44. All of them have been signed by the accused. At the commencement of the work the rates were discussed by me and accused. These rates had final approval by the Director of Public Works by his letter S 248/112 of 31-1-44 (P21). Accused was fully aware of it, because I sent him a copy of it on 7-2-44. The estimate was framed long before the work commenced. It is only on construction the question of rubble bottoming could be ascertained definitely. But it was assumed that a certain quantity of rubble bottoming was wanted in framing the estimate. If the original rubble bottoming was in order it would not be necessary to replace it. Accused could not, without consulting his immediate

No. 2
Depositions
of
Witnesses
de Kretser,
Examination
—continued.

superior, *i.e.* me, use the money voted for rubble bottoming for any other purpose. I was ordered to inspect this work weekly and send an independent report. On none of my inspections did I notice rubble bottoming, or rubble broken at the quarry or brought on the road for the purpose of rubble bottoming. Accused is the only person who could have operated on that road. According to the present system no account of any transaction passes through me. So I was not aware of the accounts sent by accused and what items had been paid for.

No. 2
de Kretser,
Cross-
examination

XXD. I have known the accused for about 10 years, I think. I have been his superior in other districts too. He knew his work, I should say, I had no occasion to say anything against him at that time. I think he assumed duties at Trincomalee at the beginning of 1944. This is a special work. This was wanted by the Military. In October, 1943, this work was considered by the Public Works Department. His predecessor, Mr. Hunt, also made certain estimates regarding this work. Accused had a hand in the preparation of the whole estimate. Once the estimate was passed the money came under the control of the accused. Rs. 112,500 was not deposited in the name of the accused. Accused draws the money from the department and pays these vouchers. The money was money belonging to the Imperial Government. The Public Works Department was merely working as agents for the Imperial Government. This accused is an Executive Engineer under the Government of Ceylon. This is a P. W. D. road. I cannot remember if Mr. Leader, Assistant D. P. W., was in Trincomalee on 23-2-44. I have not got my diary here. I can remember the conversation accused and I had with Mr. Leader at the Resthouse. It was impressed upon accused that the work had to be finished quickly. It was very difficult to get labour. I cannot remember Mr. Leader telling the accused that he gave the accused a carte blanc to carry on the work. Work was then just started. The Treasury approved 100 % increase in the rates shown in the Departmental Schedule of rates. That was done on our recommendation after consulting the Minister of Communications and Works. Mr. Leader wrote a letter to accused through me to the effect that the cost was to be regarded as of secondary importance to expeditious completion. I agreed with that policy provided there was no irregularity. I had no option but to carry out orders. I expected the same of my subordinates. There was a delay of work owing to difficulty of getting labour. I was told that the work should be proceeded with as fast as possible or otherwise the officers concerned would be reported for inefficiency and that the Commander-in-Chief was interested in the work. All Superintending Engineers throughout the Island were circularised to rush labour to Trincomalee for this purpose. The overseers were circularised to rush labour to Trincomalee for this purpose. The rates were about Re. 1.60 a day. I was not aware that no labour could be had for less than Rs. 3.50 a day. I am not aware of the Military were paying such rates for labour. During the course of the work the question that the rates paid to labourers were inadequate was not made to me. Mr. Gunasekere succeeded accused in the Special Works, *i.e.* on this road.

He is not a friend of mine. He is very well known to me. His father was the late Mr. Moses de Silva. He was a good friend of mine. He too was an Engineer. Mr. Gunasekera arrived to take charge on 13-5-44. He took charge on 15-5-44, as the accused had protested earlier about this transfer. I did not alter the system when Mr. Gunasekera was put in charge. Accused was employing the check-roll system. On 10-3-44 the breaking of 2" metal was allowed on check-roll work. The D. S. R. is payment by the Unit of work done. When the check-roll system is adopted a labourer is paid a daily wage. To the check-roll will be attached the amount of work done. The check-roll system was once used by the Department. It was discontinued as it required more supervising officers. The accused was told at the commencement to adopt the check-roll system if he liked. That was confirmed on 10-3-44. The accounts did not go through me. So I cannot say if the D. S. R. were adopted till 10-3-44. (Mr. Rajaretnam marks letter No. 248/123 of 10-3-44 (D1). D1 states that metal may be broken on a check-roll basis and that 100 % increase on D. S. Rates could be adopted. This letter only confirmed what was decided earlier. I did not give latitude to Mr. Gunasekera to vary the system prevailing. I am not aware if he adopted the check-roll system for work other than metal breaking. I am not aware of accused showing me check-rolls used by Mr. Gunasekera regarding work other than metal breaking. Mr. Gunasekera sent the vouchers to the accused for payment. I had no hand in the preparation of the estimates for rubble bottoming. In my normal district inspections I inspected this road also. That was prior to the preparation of these estimates. Then I considered rubble bottoming necessary in certain places. The stretch of road included in this estimate was 78th to 80th miles. After Mr. Gunasekera came the 75th to 78th miles was also taken on. In certain parts of 78th to 80th miles rubble paving was required. I applied my mind to the question of rubble bottoming of the road at my inspections and I saw no rubble on the road or in the quarry. I did not question the accused about the rubble as a thicker coat of metal could have been used in place of rubble as the work was to be rushed. I took it for granted that accused was not using rubble and that he was using a thicker coating of metal instead. Mr. Gunasekera did no rubble bottoming in this estimate.

No. 2
Depositions
of
Witnesses
de Kretser,
Cross-
examination
—continued.

Signed. J. H. E. DE KRETZER,

3-8-45.

Sgd. P. SRI SKANDA RAJAH,

Magistrate. 3-8-45.

J. H. E. DE KRETZER recalled, sworn.

40 XXD. (contd.). Before Mr. Gunasekera took on accused had completed the stretch of road 78th to 80th miles. I cannot say whether Mr. Gunasekera's work was cheaper or more costly than the accused's work. (Shown Voucher P5b). It has 15 items. Some of the rates in this voucher are check-roll rates. In P5b Rs. 91 is in check-roll rates. The others are on D. S. Rates increased by 100 %. Special labour rates are different

No. 2
Depositions
of
Witnesses
de Kretser,
Cross-
examination
—continued.

from those for casual labourers. The maximum D. S. Rates for a casual labourer is 80 cents. In this case the firewood was cut free from the jungle. I cannot say whether this job has been done at a loss. There are cases when at the end of the financial year work is rushed through. If labour was paid at Rs. 3.50 per day the vouchers do not show any loss to the Imperial Government. Vouchers are sent to the Head Office. Then they are sent on to the Audit Department. If Audit finds that the D. S. Rates have been exceeded queries will arise. Payments by way of compensation will have to be paid only after the Treasury sanctions such payments. I do not know with what intention Mr. Gunasekera disclosed this information to me. I did not question the accused. I wanted to verify the information by questioning the overseers before I questioned the accused I did not think it necessary to question the accused. I considered it an irregularity. It is a serious lapse on the accused's part. I did not consider it necessary to get accused's explanation at that stage. I have not got my diary here. I entered in my diary about my investigations. I am not sure if I entered in my diary that accused saw me in the circuit bungalow. I must look at my diary to specifically state anything. It is not true to say that I did not consider this matter as an irregularity. I think he used the words "clean breast" in the conversation with me on the night of 28-5-44. He said that his motive for payment was to cover up the loss of the overseers. He did not mention that it was done to prevent the men from deserting. My memory is good. Soon after 28-5-44 I reported the matter to the D. P. W. privately and asked for his advice and I received instructions from him on 14-6-45. I wrote P4 on 20-6-45. In P4 I have used the words "When confronted with this affair." That is not a faithful reproduction of what transpired. It does not give the exact details of what took place between me and the accused on the night of 28-5-44. I used the words in general terms. P4 was against the accused. Accused was in service till 27-6-45, when he was interdicted. He was interdicted in this case on the summons returnable date. Between 28-5-44 and 27-6-45 he would have handled large sums of money of the Public Works Department. I have nothing to state about his other work. A copy of the "Searchlight" of 31-1-45 was sent to me. It contained an article about this matter. The Director of Public Works held an inquiry on 13-7-44.

No. 2
de Kretser,
Re-examina-
tion

Re-examined : D. S. Rates varies with the type of labour. Contractors have been compensated for loss on work in other cases as a result of representations made by them to the Department and the Minister. Check-roll rates appear in all the bills P5, P6a, P7a, P8a, P9a, P10a, P11a, P12a, P13a and P14a. The China Bay Road which was under construction is a road belonging to the Ceylon Government.

Sgd. J. H. E. DE KRETSEK,

3-8-45.

Sgd. P. SRI SKANDA RAJAH,

Magistrate. 3-8-45.

C. H. BRADLEY, sworn, 59, Director, P. W. D., Colombo.

I am the Director of Public Works Department. Accused is an acting Executive Engineer in my Department stationed at Trincomalee in 1944. Mr. de Kretser is the Superintending Engineer and Trincomalee is in his Division. (Shown P4). This letter was the first official information sent to me by Mr. de Kretser. On receipt of this letter P4 I held an inquiry. I questioned the accused. The inquiry was in respect of alleged payments for rubble bottoming which has not been done. I questioned the accused regarding it and he made a statement. It was an entirely voluntary one. I gave him no promise or inducement nor did I hold out any threat to the accused for making his statements. Before he made the statement I explained to him the contents of the letter P4. He began by admitting that everything was as stated in the letter. He used the words "I will be making a clean breast of it". Accused said that he went to the circuit bungalow with the intention of telling Mr. de Kretser the truth. I have recorded this statement in question and answer form. I produce the statement of the accused (P22). I am aware that the accused was operating on estimate (P1) which gives several items. Accused had no permission to operate on the estimate otherwise than as prepared.

No. 2
Depositions
of
Witnesses
Bradley,
Examination

20 Cross-examined: There are no cases in which over-payments are excused. I am 34 years in the P. W. D. I am head of the service from January, 1944. This work was done at the request of the Commander-in-Chief. The arrangement at that time was as follows:—When one of the services wanted a work done they communicated with my department. Then an estimate was prepared. It is submitted to the Chief Works Engineer of the service concerned. If he approves it it is sent to the Minister for Communications and Works for sanction. Then the work is done out of Ceylon Government money known as the Service Advance Account. Generally several months in arrears the bill is sent to the Services for refund of the money. The question of the ultimate proportion in which the Imperial Government and the Ceylon Government will pay for the works is still under discussion and has not been settled as yet. This estimate falls under Head 700 Authorised Advances Treasury Sub-Head 55 D. P. W. on account of work done for Imperial Authorities of Budget of the State Council. This work was considered of paramount importance and the Commander-in-Chief wanted it done as speedily as possible. The work was delayed considerably by labour difficulty right from the beginning of this work. Later in the year—I think in July, 1944—I circularised the area outside Trincomalee to move labour to Trincomalee to do the work. On 13-7-44 I held an inquiry. I can't say that I was satisfied with the accused's explanation. He stated that he would call back the money he had paid on this false item. About December, 1944, I inspected the North Coast Road in the company of the accused. Then I returned certain documents to him to be put in the office file. By that time accused had refunded the money to Revenue in February, 1945, I received a copy of "the Searchlight" in which was an article about this matter. In November or December, 1944, I saw the Attorney-

No. 2
Bradley,
Cross-
examination

No. 2
Depositions
of
Witnesses
Bradley,
Cross-
examination
—continued.

General in connection with this matter. As a result this matter was placed in the hands of the Police. Prior to December, 1944, the Audit queried me about this matter. That was before I consulted the Attorney-General. I discussed the matter with the Auditor-General and then went to the Attorney-General.

No. 2
Bradley,
Re-examina-
tion

Re-examined : Mr. Leader, the 1st Assistant D. P. W. left the Island in May, 1944, on retirement.

Sgd. C. H. BRADLEY.

Sgd. P. SRI SKANDA RAJAH,

Magistrate. 3-8-45. 10

No. 2
Melson,
Examination

H. K. MELSON, affirmed, 29, Junior Assistant Engineer, P. W. D., Colombo.

In March, 1944, I was at Trincomalee as temporary Junior Assistant Engineer under the accused for training. At that time the improvements to the section of the road in question was in progress. Amongst my duties was the work of checking the work of the overseers and certifying that. (Shown P9b). This bill and measurement form P9a were checked and initialled by me. In the bill P9b there is an item for rubble bottoming. The original figure was 72. It has been altered to 60. Against the alteration are my initials. That was not a physical check. I knew that²⁰ this work had not been done. So I questioned the Overseer Kandiah who submitted the bill how this item came to be entered. He said that Mr. Caspersz—the accused told him to enter it. I took the bill to the office and questioned the accused. He told me, “you better reduce that item and pass that item”. So I reduced it and passed it. The bill P9b has been certified by me. This is my signature. (Shown P10). This is a bill. It also contains an item for rubble bottoming and 73.5 has been altered to 61.5 and intialled by me. That bill is certified by the accused. P 10 (6) In the measurement form P11a the alteration has been made and initialled by me. There was no rubble bottoming and I questioned Mr. Caspersz³⁰ (accused) about it and he told me to reduce and pass it. (Shown P11b). This measurement form has an item for alleged rubble bottoming. The figure 71.44 has been altered to 68.44 squares. The alteration was made and initialled by me. On this occasion I told that it was wrong. Then he showed me a letter, which was received from the Head Office, stating that money was a matter of secondary importance as long as the work was done in time. He also added that he had verbal instructions from Mr. Leader, with whom he had a talk, to carry out the work at any cost as the Commander-in-Chief was interested in the job. I took his word as I was new to the Department, and as he was an experienced officer. Mr.⁴⁰ Leader left some time after I joined the department. The bill P11a was certified by the accused. I have not initialled it. In that case too there was no rubble bottoming. (Shown P13b). The measurement form was checked by me. It bears my initials. The item *re* rubble bottoming

remains unaltered. It has been ticked off. The bill P13a gives the same item for rubble bottoming as in P13b. This bill bears the signature of the accused against alterations. I am familiar with the signature of the accused. P13a has been certified by the accused. No rubble bottoming was in fact done as indicated by these documents. I ticked off this item in P13b as the accused requested me. Then on second thought I refused to initial that item. He then warned me "You are under training. You must obey my orders" and wanted me to initial that item. I refused to do so as I knew that it was wrong. (Shown P12a). In this the figure 10 51.25 has been altered to 41.25 regarding the item rubble bottoming. Against this alteration are accused's initials. The bill has been certified by the accused. (Shown P12b). In this measurement form item *re* rubble bottoming has been altered, and it bears my initials. No rubble bottoming was in fact done. I made the alteration at the request of the accused. But I refused to sign the alteration in the bill. (Shown P14a). There is an item for rubble bottoming. The figure 57.50 has been altered to 52.50. Accused has initialled the alteration. (Shown P14b). A similar alteration has been made in respect of the item for rubble bottoming. Accused has initialled the alteration on P14b. In P14b my initials appear at the 20 bottom of the bill. They refer to the item gravel. Accused has also signed at the end of P14b. No rubble bottoming work was done in this occasion too. I refused to initial the item in P14b. Then accused said: "if you are a funkstick I will do it. You don't understand". I worked under the accused at Trincomalee for about 2½ months. It was my duty to visit the road and inspect the work done on the road. I know the road between the 78th and 80th mileposts. I know what rubble bottoming is. No rubble bottoming was done on this stretch of road during my time in Trincomalee. No rubble was even broken in any quarry. Checkroll work was done in March, 1944, also in connection with this work. I did 30 not follow the orders given by the accused. So he reported me to the Superintending Engineer and I was transferred as a result.

Cross-examined: I am a qualified Engineer. I have been in England and I qualified there as an Engineer. I spent six years there and qualified as an A.M.I.C.E. I was a field officer in Trincomalee. I was to see that the labourers are pushed on to work to do the work soon. The overseers always asked for more for labour. The question of fraud never entered in my mind as accused was a staff officer and I expected him to be honest. I had to see that the work was done. The Overseer Kandiah told me that accused told him to enter the item so that he might be paid more. I was 40 not satisfied that the overseers were losing and that therefore, they should be paid more. The overseers complained to me that the rates were insufficient. They said that the labourers were costing them about Rs. 3.50 or so a day. In one instance I believed it was some labourers deserted and joined some Military Unit. At the start I thought accused was not doing anything wrong. I have two lawyers to watch my interest today. Case No. 1385, I heard, has been filed against me. I deny I am exaggerating in my evidence fearing a prosecution. I have not been served with sum-

No. 2
Depositions
of
Witnesses
Melson,
Examination
—continued.

No. 2
Melson,
Cross-
examination

No. 2
Depositions
of
Witnesses
Melson,
Cross-
examination
—continued.

mons in that case. I told the D. P. W. that I was not comfortable here and requested him to transfer me. I put that as I was unable to work under the accused. I did not tell the Superintending Engineer about this as I feared that accused would report me and my promotion will be affected.

Re-examined : Nil.

Sgd. H. K. MELSON.

Sgd. P. SRI SKANDA RAJAH,
Magistrate. 3-8-45.

No. 2
Chelliah,
Examination

N. CHELLIAH, affirmed, 49, Head Clerk, P. W. D. Office, Trinco-10
malee. Accused was Executive Engineer in 1944 and till recently. The
overseer submits his bills and the work is checked and passed by the
Executive Engineer and the payment voucher is prepared by my office
when the bill is checked, passed and returned to my office. The voucher
is sent to the Executive Engineer together with the cheque for the amount
of the voucher and he passes the voucher and signs the cheque. I know
accused's signature and initials. I produce P5, P5a and P5b. P5b is
the voucher for Rs. 3,360.60. This amount includes the sum of Rs. 936.18
on account of alleged rubble bottoming. It was paid by Bank of Ceylon
Cheque No. 141969 of 10-5-44 (P23) which was signed by accused and 20
myself. I produce (P6), (P6a) and (P6b). P6 is the voucher for Rs. 4,083.12.
This amount includes the sum of Rs. 1,471.14 on account of alleged rubble
bottoming. It was paid by the Bank of Ceylon Cheque No. 141911 of
12-4-1944 (P24) which was signed by accused and me after deducting an
advance of Rs. 2,500, I produce P7, P7a and P7b. P7 is the voucher for
Rs. 844.70 which includes a sum of Rs. 482.95 for alleged rubble bottoming.
It (P7) was paid by Bank of Ceylon Cheque No. 141991 of 18-5-44 (P25).
It has been signed by me and accused. I produce P8, P8a and P8b. P8
is the voucher for Rs. 541.79 which includes a sum of Rs. 304.63 for alleged
rubble bottoming. It (P8) was paid by Bank of Ceylon Cheque No. 141990 30
of 18-5-44 (P26). It has been signed by accused and me. I produce P9,
P9a and P9b. P9 is the voucher for Rs. 2,942.86, which includes a sum
of Rs. 445.80 for alleged rubble bottoming. P9 was paid by Bank of
Ceylon Cheque No. 141902 of 11-4-44 (P27). It has been signed by me
and accused. P27 includes other sums also. I produce P10, P10a and
P10b. P10 is the voucher for Rs. 2,096.29 which includes a sum of
Rs. 451.41 for alleged rubble bottoming. It was paid by Bank of Ceylon
Cheque No. 141967 of 10-5-44 (P28) after deducting an advance of Rs. 1000.
It has been signed by me and the accused. I produce P11, P11a and P11b.
P11 is a voucher for Rs. 3,283.19 which includes a sum of Rs. 508.50 40
for alleged rubble bottoming. It was paid by Bank of Ceylon Cheque
No. 141970 of 10-5-44 (P29) signed by myself and accused. I produce
P12, P12a and P12b. P12 is a voucher for Rs. 2,878.26 which includes a
sum of Rs. 306.48 for alleged rubble bottoming. It was paid by Bank of
Ceylon Cheque No. 141992 of 18-5-44 (P30) after deducting an advance of

Rs. 1,000. P30 has been signed by accused and myself. I produce P13, P13a and P13b. P13 is a voucher for Rs. 3,425.70 which includes a sum of Rs. 921.32 for alleged rubble bottoming. This was paid by Bank of Ceylon Cheque No. 141982 of 18-5-44 (P31) which has been signed by accused and myself. I produce P14, P14a and P14b. P14 is a voucher for Rs. 1,710.32 which includes a sum of Rs. 390.07 for alleged rubble bottoming. This was paid by Bank of Ceylon Cheque No. 141988 of 18-5-44 (P32) which has been signed by me and accused. The Executive Engineer has authority to sign the cheques. I signed the cheque to show that I have correctly drawn the cheque. That I do in terms of the Financial Regulations. In my absence my senior assistant signs, unless authorised by the accused I have no right to sign a cheque for payment. Accused's weekly reports go through my office. I produce P15 to P20. I also produce letter (P21).

No. 2
Depositions
of
Witnesses
Chelliah,
Examination
—continued.

Cross-examined : The cheque will not be paid unless accused's signature as paying officer and the signature of the account's clerk or my signature are attached. The specimen signatures of all the three officers and Mr. Melson are at the Bank. Mr. Melson has also signed certain cheques in the absence of the accused in respect of this vote.

No. 2
Chelliah,
Cross-
examination

20 Re-examined : Nil.

Signed. N. CHELLIAH.

Sgd. P. SRI SKANDA RAJAH,
Magistrate. 3-8-45.

At Mr. Rajaretnam's request I recall :

H. K. MELSON recalled, affirmed.

Cross-examined (continued) : (Shown P9b). In March, 1944, accused fell ill and went to Colombo on sick leave. P9b was checked, signed and initialled by me as he requested me to do so before he went on leave. The payment was, however, made by the accused. Accused had told me to pass the item *re* rubble bottoming. P9b is dated 6-4-44. I cannot remember when I checked it.

No. 2
Melson,
recalled,
Cross-
examination
—continued.

Re-examined : The date 6-4-44 is in the overseer's handwriting. I have not dated my signature on P9b or on P9a. The voucher P9 was signed for payment on 10-4-44 and paid on 12-4-44.

No. 2
Melson,
Re-examina-
tion

Signed. H. K. MELSON.

Signed. P. SRI SKANDA RAJAH,
Magistrate. 3-8-45.

No. 2
Depositions
of
Witnesses
Chelliah,
recalled,
Examination
—continued.

N. CHELLIAH recalled, affirmed.

I also keep Government receipt book in my office. Receipts are issued for each payment made into an office. (Shown Receipt Book P33.) Receipt No. Y/4 044280 of 21-7-44 (P33a) is counterfoil of the receipt issued to overseer D. A. Perera on account of refund of over-payment for rubble paving (bottoming) for Rs. 482.95. Receipt Y/4 044281 of 21-7-44 (P33b) is counterfoil for refund of over-payment on rubble paving for Rs. 304.63 issued to overseer D. V. Amerasinghe. Receipt Y/4 044282 of 21-7-44 (P33c) is counterfoil for refund of over-payment on rubble paving for Rs. 2,680.37 issued to overseer K. Thambiah. Receipt Y/4 044283 of 21-7-44 (P33d) is counterfoil for refund of over-payment on rubble paving for Rs. 898 58 issued to overseer K. Durairajah. Receipt Y/4 044282 of 21-7-44 (P33e) is counterfoil for refund of payment on rubble paving for Rs. 1,857.50 issued to overseer S. Kandasamy. I produce P33 to P33e. I know these overseers. On 21-7-44 I did not receive any of these monies from these overseers or from any one on their behalf. Nor did I see any of these officers. I wrote out the receipts (P33a to P33e) on a note given to me by the accused. In that note were the names and the figures. I cannot say what happened to that note. P33a to P33e like all receipts have been signed by the accused. Amerasinghe and Perera are overseers from the Chilaw District. Kandasamy (overseer) is from the Anuradhapura District. Amerasinghe and Perera left this district after receiving payment on 18-5-44. I did not see them in my office after that date. On 21-7-44 I was in office. On 21-7-44 Kachcheri Receipt No. 43361 (P34) for Rs. 6,224.03 has been issued to the Executive Engineer, Trincomalee, on account of over-payment to estimate No. M 103/43 Head 700, Sub-Head 55, *i.e.*, the vote on which payment was made for the rubble. Rs. 6,224.03 is the total of receipts P33a to P33e. I produce P34.

No. 2
Chelliah,
Cross-
examination

Cross-examined: The overseers came back for the inquiry by the D. P. W. on 13-7-45. 30

No. 2
Chelliah,
Re-examina-
tion

Re-examined: Nil.

Signed. N. CHELLIAH.

Signed. P. SRI SKANDA RAJAH,
Magistrate. 3-8-45

No. 2
Subrama-
niam,
Examination

S. SUBRAMANIAM affirmed, 26, Cashier, Bank of Ceylon, Colombo. I produce P23 to P32. Payments have been made in respect of all these cheques.

No. 2
Subrama-
niam, Cross-
examination

Cross-examined: The payments have been debited to the Kachcheri account, *i.e.* to the Ceylon Government Account No. 1.

No. 2
Subrama-
niam, re-
examination

Re-examined: That is these cheques have been presented to the Trincomalee Kachcheri. They have made the payments and then presented the cheques to us.

Signed. S. SUBRAMANIAM.

Signed. P. SRI SKANDA RAJAH,
Magistrate. 3-8-45

H. K. MELSON, recalled, affirmed.

When in my evidence referred to overseer Kandiah I meant overseer Thambiah.

No. 2
Depositions
of
Witnesses
Melson,
recalled,
Examination

Cross-examined : Nil.

Signed. H. K. MELSON.

Signed. P. SRI SKANDA RAJAH,
Magistrate. 3-8-45

No. 2
Melson,
Cross-
examination

F. E. on 4-8-45 witnesses 4 to 8 warned to appear.
Accused same bail.

10

Signed. P. SRI SKANDA RAJAH,
Magistrate. 3-8-45.

4-8-45. Accused A. J. E. G. Caspersz present, on bail.
Appearance as before.

K. DURAIRAJAH affirmed, 38, Overseer, Horawapatana.

No. 2
Durairajah,
Examination

I know the special work on China Bay road between 78th and 80th mileposts. I worked on that road. Accused was the Executive Engineer in charge of the works. I was paid for the work done during that period. In respect of work done I submit a statement in the form of a bill together with a measurement form, (Shown P11). This is a voucher. On it I
20 received Rs. 3,283.19. P11a is the bill for a statement of work I did. I signed P11a. It shows an item for rubble bottom, *i.e.*, item 4 in P11a. It gives that item as 71.44 squares costing Rs. 530.79. It was reduced to Rs. 508.50 and I was paid that amount. This is included in P11 and I was paid by cheque P29. I presented P29 at the Kachcheri, and I drew the money. It bears my endorsement. I did not do any rubble bottoming on this road. This is one of the works we did not do. We went and represented to the accused that we were unable to carry on the work with the rates at which we were being paid. Then he wanted us to do the work at any costs. He also threatened to dismiss us if we
30 abandoned the work. He told us then, "There is an item for rubble bottoming. That is not necessary. So include that as an item of work done and charge little by little according to your lossess." We did accordingly. So I charged under this item amount of my actual loss. In connection with this work there were three rates, I think Special rates, D S. Rates and check-roll rates.

Special rates were higher than D. S. Rates. I am still working in the Trincomalee Executive Engineer's area. Up to the time of accused's interdiction I worked under him. I know Mr. de Kretser, the Superintending Engineer. I made no representation either to him or to the
40 Director of Public Works to the effect that the rates were inadequate. (Shown P14). It is a voucher for Rs. 1,710.32. I have perfected this

No. 2
Depositions
of
Witnesses
Durairajah,
Examination
—continued.

voucher acknowledging receipt. It was paid by cheque P32 drawn in my favour. I endorsed P32 and handed it at the Kachcheri and drew the amount shown on it. P14a is the bill showing the alleged volume of work done. Item 3 there is "rubble paving" costing Rs. 427.22. It was reduced to Rs. 390.07. That sum is included in the amount of Rs. 1,710.32. This item of work too was not done by me. My explanation for including it is the same as I gave earlier. This was done on the suggestion of the accused. There was an inquiry held by the D. P. W. I refunded these two amounts. I went to the Executive Engineer's Office, Trincomalee, on the morning of 21-7-44 and handed the money to the accused. I did not get the receipt immediately. I got it some days later from the accused.

No. 2
Durairajah,
Cross-
examination

Cross-examined: I am permanently stationed at Horawapotana which is about 32 miles from this portion of the road. So I had to bring labourers and keep them specially. I had to pay wages at about Rs. 3.50 or Rs. 4 per day per labourer. I worked on this special work for about 1½ months. I have presented more than two bills for the work. I had about 35 labourers. The D. P. W. does not talk to the overseers.

Re-examined: Nil.

To Court: I have never asked for a deposit note and deposited the money at the Kachcheri and taken the receipt to Executive Engineer's Office.

Signed. K. DURAIRAJAH.

Signed. P. SRI SKANDA RAJAH,
Magistrate. 4-8-45.

No. 2
Thambiah,
Examination

K. THAMBIAH, affirmed, 32, Overseer, Kuchchaveli.

I was working on the road in question. I was working under the accused till his interdiction. Accused was in charge of the special work. I had to submit a bill of work and measurement form. Payment is then made on a voucher (Shown P6). This is a voucher in my favour for Rs. 4,083.12. This is in respect of bill No. 17 (P6a). (Shown P6a). In this item 5 is for alleged rubble bottoming costing Rs. 2,376. It was reduced to Rs. 1,471.14. This amount is included in the voucher. I received the amount on the voucher by this cheque (P24). P24 is dated 12-4-44. I perfected the voucher also on 12-4-44. The cheque is for Rs. 1,583.12. I get advances for work. These advances are deducted when payments are made to me. In this instance a sum of Rs. 2,500 which I had drawn in advance was deducted and the cheque issued. I presented the cheque at the Kachcheri and drew the amounts. I did not do the work under the item "rubble bottoming". I suffered loss on account of other items of work. I brought that to the notice of the accused. He said: "I have no votes to help you. There is the vote for rubble bottoming. You charge on that and I will help you." (Shown

P9). This is a voucher for Rs. 2,942·86 for work shown in bill No. 16 (P9b). (Shown P9b). Item No. 5 is for alleged rubble bottoming costing Rs. 864. It was reduced to Rs. 445·80. This amount is included in the sum of Rs. 2,942·86 shown in voucher P9. P9 was paid by cheque P27 which is in my favour. It bears my endorsement. It is for Rs. 3,617·86. It includes amounts due on another voucher also. I drew the amount from the Kachcheri. But I did not do the work of this rubble bottoming. My explanation is the same as before. (Shown voucher P10). This voucher is for Rs. 2,096·29. For work shown in bill P10a. P10a item 5 shows alleged rubble bottoming costing Rs. 539·49. It is reduced to Rs. 451·41. P10a was signed and submitted by me. The sum of Rs. 451·41 is included in P10. I received payment by cheque P28 which I presented at the Kachcheri. P28 is for Rs. 1,096·29. As Rs. 1,000 which I drew in advance was deducted. This work was not done. My explanation is the same as given earlier. (Shown P12). This is a voucher for Rs. 2,878·26. It is for work done on bill P12a in which item 5 is for alleged rubble bottoming costing Rs. 376·17, reduced to Rs. 306·48. I received this on the voucher P12 which was paid by cheque P30 which I presented for payment at the Kachcheri. P30 bears my endorsement. P30 is for Rs. 1,878·26 as I had drawn Rs. 1,000 in advance. I did not do this item of work. My explanation for it is the same as given earlier. (Shown P33c). I have got the original of P33c. I paid the amount Rs. 2,680·37 to the accused on 21-7-44 at 8 a.m. at his office before the clerks came for work.

Cross-examined : I had 175 labourers in my force. I collected them from different places—Pollannaruwa, Batticaloa, Hingurakgoda and Kahatagasdigiliya. I had to advance monies to them and house them here. I paid each of them from Rs. 3 to Rs. 4.50 a day. In the neighbourhood were Military works paying the labourers highly and supplying meals. So I had to keep my labourers from deserting. Some of my labourers deserted me. After Mr. Gunasekera came I was stopped from working there.

Re-examined : At the time we started the work metal breaking was done at the rate of Rs. 18. I deny I paid the labourers at Rs. 12. In this connection were three rates : D. S. Rates, Special rates and check-roll rates. Also some work was given on contract. I have done Military work in 1936.

To Court : I have lost more than Rs. 2,680·37.

Sgd. K. THAMBIAH.

Sgd. P. SRI SKANDA RAJAH,

Magistrate. 4-8-45.

No. 2
Depositions
of
Witnesses
Kandasamy,
Examination

S. KANDASAMY affirmed, 37, Overseer, P. W. D., Anuradhapura.

In 1944 I too came and worked on the road in question, *i.e.*, on this special work. Accused was in charge of the work. In this work there were check-roll rates, District Schedule rates and special rates. I did not do check-roll rate works. (Shown P5b). This is voucher for Rs. 3,360.60. in my favour in respect of work done as shown in bill P5. (Shown P5). It is a statement of work submitted by me and signed by me. Item 10 on P5 is "rubble laying". That work was not done. In respect of that item a sum of Rs. 974.50 was charged. It was altered to Rs. 936.18. This sum was included in voucher (P5b) and paid by cheque P23 for 10 Rs. 3,360.60. I cashed the cheque P23 at the Kachcheri. I included this item in the bill as I lost on other items and accused told me to write that loss under this item. (Shown P13). This is a voucher for Rs. 3,425.70 in my favour for work done as shown in bill P13a. (Shown P13a).

Item 10 on P13a is for alleged rubble paving costing Rs. 921.32. This sum is included in the voucher P13 and was paid by cheque P31 for Rs. 3,425.70. I cashed the cheque P31 at the Kachcheri and received payment. This rubble paving was not done. My explanation is the one given earlier. The D. P. W. held an inquiry. After that I refunded Rs. 1,800 odd to accused personally. I did not remember the date of 20 refund.

No. 2
Kandasamy,
Cross-
examination

Cross-examined: My permanent station was at Mihintale. That is 60 miles from China Bay. Now I am the Town Overseer, Anuradhapura. I brought 45 to 48 labourers for this work. I paid Rs. 2.50 to Rs. 4 to a labourer per day.

No. 2
Kandasamy,
Re-examina-
tion

Re-examined: The labourers were paid bus and subsistence for travelling. I did not complain to the Superintending Engineer about the inadequacy of the labourer's wages. Since I told the accused I thought he too was aware of it.

Sgd. S. KANDASAMY.

30

Sgd. P. SRI SKANDA RAJAH,

Magistrate. 4-8-45.

No. 2
Perera,
Examination

D. A. PERERA sworn, 35, Overseer, P. W. D., Walahapitiya.

I came for the special work on this road. I came to get metal broken and for paving the road with metal. That was skilled labour. The rate was Rs. 18 per cube for breaking metal and Rs. 8 or Rs. 9 for paving or spreading. I got free transport for me and the labourers. I came to know accused after I came here. He was in charge of the road. I did miscellaneous work. I was not given metal breaking or paving work. I was told by the other overseers that they were paying their labourers 40

Rs. 12 for breaking a cube of metal and told me not to pay Rs. 18. Breaking metal is a more paying job. I know to prepare a bill. (Shown P12a). The rate noted in this for breaking metal is Rs. 18 per cube. On that account he had been paid. Thambiah also told me that he was paying the labourers at the rate of Rs. 12 per cube. (Shown P7). This is voucher for Rs. 844.70 in my favour for the work shown in bill P7a. It was prepared and signed by me. Item 6 in P7a is for alleged rubble bottoming costing Rs. 728.12 and altered to Rs. 482.95. This sum is included in the voucher P7 which was paid by cheque. P25 for Rs. 844.70. I presented P25 at the Kachcheri for payment and drew the money. I did not do this rubble bottoming. I told the accused that I had sustained loss by bringing people for breaking metal by paying them advances. So he told me to enter this item to make good that loss. If I had been given metal breaking I would not have sustained any loss as I could have recovered the advances paid by me. I attended the inquiry held by the D. P. W. on 13-7-45. After that inquiry I left Trincomalee on 13-7-45. I did not come to Trincomalee after that till yesterday. Accused asked me, before, and after the inquiry, to refund the money. Prior to that inquiry there was inquiry by the Superintending Engineer. I did not remit the money as requested by the accused. (Shown P33a). This is an alleged receipt dated 21-7-44 in my favour showing that I paid Rs. 482.95. I did not deposit that amount. It is exactly the same sum as paid to me on bill P7a on account of rubble bottoming.

No. 2
Depositions
of
Witnesses
Perera,
Examination
—continued

Cross-examined : I came from Chilaw on receipt of a letter which threatened my dismissal if I did not take labour to Trincomalee. I have that letter. I produce it D2. It was sent by the Executive Engineer, Chilaw. I brought about 17 or 18 labourers. We had to stay under trees here. We arrived here on 10-5-44 in the morning. On 19-5-44 I left China Bay. Another Engineer, Mr. Gunasekera, took over before I left. My labourers fell ill. So I had to leave. Accused wrote to me through the Executive Engineer, Chilaw, to refund the money and wrote the reply also through the same Engineer refusing to refund any money.

No. 2
Perera,
Cross-
examination

Re-examined : According to D2 accused was to supply us with quarters. In my reply I said that I was not given the work of metal breaking though I brought labourers for that purpose. I have a copy of it. I produce it P35. In P35 I state that I brought it to the notice of the accused that the overseers were paying only Rs. 12 to Rs. 15 for metal breaking and in the circumstances accused ordered me to do other work. This (P35) is in my handwriting.

No. 2
Perera,
Re-examina-
tion

Sgd. D. A. PERERA.

Sgd. P. SRI SKANDA RAJAH,
Magistrate. 4-8-45.

No. 2
Depositions
of witnesses
Amerasinghe
Examination

D. V. AMERASINGHE, sworn, 42, Overseer, P. W. D., Nattandiya.

I too brought labour and worked on this road in May, 1944. I brought metal breakers. The Chilaw Engineer made me understand that they would be paid Rs. 18 per cube. We were provided with free transport. We were informed that quarters will be provided by the accused. I arrived with nine metal breakers. Accused was in charge of the works. I was not given metal breaking work as, at the Executive Engineer's Office, the other overseers, *i.e.* the Tamil overseers—told me that they were paying at the rate of Rs. 12 per cube and told me not to let their labourers know of the rate of Rs. 18. They represented matters to the accused, and accused sent for me and Perera. He told us not to break metal and said that he would give us other work. We told him that we were specially asked to bring metal breakers. But, he told us to do other work. I was given miscellaneous work. (Shown P8). This is a voucher for Rs. 541.79 for work as shown in bill P8a, P8a is for work done from 9th to 15th of May, 1944, I worked till 19th of May, 1944. Item 10 on P8a is for alleged rubble bottoming costing Rs. 304.63. It is included in P8 and paid by cheque P26 for Rs. 541.79. I endorsed and cashed the cheque P26 at the Kachcheri. I did not, in fact, do the work of rubble bottoming. I told him of the loss because we were not given metal breaking work. The accused told me to enter this item and made good the loss. If I had been given metal breaking work I would have definitely got back the advances I paid and I would not have sustained any damage. I attended the D. P. W's. inquiry on 13-7-44 and left Trincomalee on 13-7-44 itself. I did not come to Trincomalee after that till I came to give evidence in this case. On 21-7-44 I did not come to Trincomalee. Nor did I make a refund of Rs. 304.63 as shown in P33b to the accused. This amount is the same as that shown in P8a. Accused asked me to refund this sum and I refused.

No. 2
Amerasinghe
Cross-
examination

Cross-examined : I brought nine labourers. I undertook to pay Rs. 18 at the quarry. For transport the Government would pay extra, and for piling Re. 1 per cube would be paid. That rupee one is included in the Rs. 18. We were not to transport the metal. It would cost more than Rs. 19 to pile the metal. If piling too were to be done by me Re. 1 would have been included in the Rs. 18 to be paid to the labourers. On 15-5-44 Mr. Gunasekera took over. I did not tell him or request him to give us metal breaking work. He told us to make lines at the metal quarry at Kanniyai. I worked under him till 19-5-44. I left on 19-5-44 as my labourers fell ill. Accused wrote to me through the Executive Engineer, Chilaw, to refund the over-payment and I refused to refund.

Re-examined : Nil.

Signed : D. V. AMERASINGHE.

Signed : P. SRI SKANDA RAJAH,
Magistrate. 4-8-45,

That is all the available evidence today.

F. E. on 24-8-45. Accused same bail. Cite witness F. H. S. Gunasekera for 24-8-45.

No. 2
Depositions
of witnesses
Amerasinghe
Cross-
examination
—continued

Signed : P. SRI SKANDA RAJAH,
Magistrate. 4-8-45.

24-8-45. Accused A. J. E. G. Caspersz present, on bail.

Appearances as before.

A. S. P. RAMBUKWELLA leads evidence.

F. H. S. GUNASEKERA, sworn, 37, Executive Engineer, Maradan-
10 kadawela.

No. 2
Gunasekera,
Examination

Mr. de Kretser is the Superintending Engineer, under whom I also work. In May, 1944, I got instructions from him to proceed to Trincomalee. I came with him on 8-5-44 then we discussed with Mr. Caspersz (accused) regarding this special work. I was to take over from the accused the special work from where the work was at that stage. Then I came on 11-5-44 to take charge of the work. I did not take charge on that date as accused refused to do so without written instructions from Superintending Engineer. Eventually I returned to Trincomalee on the evening of 13-5-44 and after discussion with the accused I took over from the accused on 20 15-5-44. Mr. de Kretser visits this work usually on Mondays. I was continually going over the stretch of road that had been completed. I noticed that a certain section of the road that had been done up was sinking. I asked some of the overseers who were on the job whether rubble bottoming had been done for that stretch of road. They said that rubble bottoming had been done. So I left the matter at that stage. Mr. de Kretser came next on Monday, the 22nd May, 1944. Sinking of the road could be due to several causes. One of them is the omission to do rubble bottoming. On 22-5-44 after inspection I asked Mr. de Kretser the reason for the road sinking. He said that that was a muddy section and that 30 rubble bottoming should have been done but had not been done. Then I told him that rubble bottoming had been carried out. Whereupon Mr. de Kretser said that rubble bottoming was not done as far as he is aware. Then he went to my office and then to accused's office to check certain figures. After I took charge 2-inch metal was broken. Metal was paid for at Rs. 18 per cube at the quarry. Free transport was supplied by the Military and the Public Works Department. The contractors had nothing to pay for the transport. Loading and unloading of metal was paid for separately. When I took over accused had the custody of the money on this estimate. I could not have signed and operated on 40 that estimate. All that I did was to certify bills and send them up to the accused for payment.

No. 2
Depositions
of witnesses
Gunasekera,
Cross-
examination

Cross-examined : At the time I was stationed at Maradankadawela. That is about 65 miles from this section of the road. Anuradhapura is about the same distance as Maradankadawela from Trincomalee. Mr. de Kretser has a very large area under him. I did not know exactly why I was selected. Of the five Executive Engineers under Mr. de Kretser, I was the most senior. Mr. de Kretser sent a telegram and telegrams to my overseers to meet him. I think I received the telegram on 6-5-44. There was no previous conversation which led to the telegram. On 7-5-44 I telephoned to him as he had left word that I should get in touch with him. When the telegram reached my office on 6-5-44 I was at Polonnaruwa. 10 On 8-5-44 I met Mr. de Kretser at the Habarana Resthouse. I travelled with him in his car to Trincomalee. Before we came into Trincomalee we visited this special works and arranged for my quarters. Simultaneously with the telegram Mr. de Kretser did not send me an official letter. He did not send me any official letter about this matter. On 6-5-44 Mr. de Kretser visited Maradankadawela in my absence, and had told my overseers to be ready to proceed to Trincomalee at short notice. On 13-5-44 he sent me another telegram and it was confirmed by letter. Shown copy of letter dated 6-5-44 addressed by Mr. de Kretser to the Executive Engineer, Maradankadawela (D3). I remember I received this letter. 20 That letter is for confirming the instructions to the overseers to be ready to proceed to Trincomalee, at short notice. It refers to instructions given to my Chief Clerk. It was not received by me before I met Mr. de Kretser on 8-5-44. I was told that the Commander-in-chief viewed this work as the most important in the Island. I believe we met accused on 8-5-44 and I had lunch also together. I have a faint recollection we all lunched together at Elephant House, and met at the Forest Office Circuit Bungalow. We may have met him at his office also on 8-5-44. I returned to my station by train. On 11-5-44 accused also told me that since my going away on 8-5-44 other arrangements had been made to do the work. 30
/an Before 11-5-44 I sent an overseer and advanced labour gang to tidy up the bungalow. I also sent a note to the accused I came prepared to stay. As he had no written instructions to hand over I did not think that accused's attitude was unreasonable. Accused did not vindicate that he resented my taking over. I felt that he wanted to continue the work. I found that a lot of ground had to be covered. I found that transport had not been properly organised. On 8-5-44 my mind was not directed to the road sinking. I kept a diary of my work between 15-5-44 and the date of completion of this work. The sinking of the road is a great defect. The Military was more keen on a road surface than on a last surface. The 40 period was fixed. So I too may not have used rubble bottoming. When I took over I had a look at the estimate and I was aware of the nature of the work I had to do. The stretch of road between the 79th and 78th miles was $\frac{3}{4}$ complete. There was an item for every mile for rubble paving. I did rubble paving in the stretch between the 74th and 76th mileposts and a little rubble paving in a small stretch outside it. I dispensed with rubble paving in other portions. Rubble paving was omitted for a stretch of two miles, *i.e.* between 76th and 78th miles—as I

considered that it was not essential for that stretch. I do not think I made any entry in my diary of the fact that I noticed the road sinking and my questioning the overseer. On 15-5-44, I believe, I went with Mr. de Kretser to the quarries. On 16-5-44 we may have gone over the road. Just then my mind was far too busy with things I had to do and so I failed to notice the sinking of the road. On 22-5-44 I asked Mr. de Kretser, as a matter of interest, why the road was sinking. Then he said that it was due to rubble paving not being done. I had no information from the overseers that rubble bottoming had not been carried out. I don't think I told Mr. de Kretser that rubble bottoming had not been done but paid for. A certain section of 79 to 80 need rubble bottoming, in my opinion. I did not put that to Mr. de Kretser. Possibly when we came on to that section I would have drawn his attention to the sinking of the road. I deny that I did not inform Mr. de Kretser that I found that a certain portion of the road was sinking. Overseers are entitled to a profit. Normally overseers would not pay Rs. 18 at the quarry. Labour was difficult to find. Their wages varied from Rs. 2 to Rs. 3.50. Labour was brought from outside. The district schedule rates were increased 100 %, *i.e.* Rs. 1.60 from 80 cents for a labourer. I did a certain amount of work on the check-roll system. Overseer Kandasamy also worked under me. He was one of those who submitted bills for rubble paving and drawn monies for it. I cannot remember any conversation with him. At that time the appointment of overseers in his area was in Mr. Kretser's hands. Now that is done by the Director of Public Works. I have made mistakes in my work. When I was Executive Engineer, Pelmadulla, I overpaid two or three overseers about Rs. 4,000 odd. The Superintending Engineer there was out to give me trouble. I had a rush of work there at that time. I overpaid the overseers on account of rock blasting, for widening of corners. My Superintending Engineer informed me that my measurements were incorrect and I had overpaid. I contested it and another officer came to make a survey. Eventually it was agreed that a sum of Rs. 4,000 odd had been overpaid. The overseers refunded that amount. I refunded part of the amount, and I collected the rest from the overseers in small amounts. I still maintain that I did not overpay. But I had to come to some agreement. All the transport was done on check-roll system after I took charge of this work. I kept a good check on the overseers. I myself was at the spot. I cannot speak about other Engineers. I can speak only about my affairs. If I did more earthwork than was provided for I would not have shown that under some other item. I would have shown it as "Earthwork in excess". Without doing rubble paving I will not pay under "rubble paving" in order to compensate the overseers for losses they may have sustained.

Re-examined : I was interested in finding out the actual reason for the sinking of the road. It was for my own benefit for applying that knowledge of the road. On 22-5-44 Mr. de Kretser went to my office and looked up some figures. Then the two of us went to the accused's office to check certain figures about 2-inch metal.

No. 2
Depositions
of witnesses
Gunasekera,
Cross-
examination
—continued.

No. 2
Gunasekera,
Re-exami-
nation

No. 2
Depositions
of witnesses
Gunasekera,
Re-
examination
—continued.

To Court : No bill was submitted to me till the end of May, 1944. No overseer told me that he was losing and that accused had told him or the other overseers to charge their losses under the item " rubble bottoming ".

Signed : F. H. S. GUNASEKERA.

Signed : P. SRI SKANDA RAJAH,
Magistrate. 24-8-45.

No. 2
Arasa-
retnam,
Examination

S. ARASARETNAM, affirmed, 28, Chief Assistant Shroff, Kachcheri, Trincomalee.

All Government cheques are paid at the Kachcheri. (Shown P23) 10 this cheque was paid on 10-5-44. (Shown P24) this was paid on 12-4-44. (Shown P25) this was paid on 18-5-44. (Shown P26) This was paid on 18-5-44. (Shown P27) this was paid on 11-4-44. (Shown P28) this was paid on 10-5-44. (Shown P29) this was paid on 10-5-44. (Shown P30) this was paid on 18-5-44. (Shown P31) this was paid on 18-5-44. (Shown P32) this was paid on 18-5-44. (When money is refunded it has to accompany a paying-in-slip. (Shown P36) this is a paying-in-slip in respect of Rs. 6,224.03 paid into the Kachcheri on 21-7-44 by the Executive Engineer, Trincomalee. In acknowledgement of this sum my department issued P34. I produce P36. I produce the register wherein the payments of 20 cheques P23 to P32 are shown (P37).

Cross-examined : Nil.

Signed : S. ARASARETNAM.

Sgd. : P. SRI SKANDA RAJAH,
Magistrate. 24-8-45.

No. 2
Sivasubra-
maniam,
Examination

S. SIVASUBRAMANIAM, affirmed, 35, Store Clerk, P. W. D., Trincomalee.

I am attached to the Executive Engineer's Office. Accused was the executive engineer in charge. (Shown P36). This is in the accused's handwriting. I know his handwriting. I am familiar with it. I can 30 identify his handwriting. A part of the body of P36 is accused's handwriting. This is for refund of Rs. 6,224.03. Mr. Caspersz (accused) gave me P36 and the cash which was on his table and told me to take them and deposit the Rs. 6,224.03 in the Kachcheri. I left. He followed me into the Kachcheri. He told me to deposit the money in the Shroff's department and then he went away (Shown P34). I deposited the money and got this receipt (P34) which I handed to the accused.

Cross-examined : I think I must have given P34 to the Head Clerk.

Re-examined : Nil.

Signed : S. SIVASUBRAMANIAM,

Sgd. P. SRI SKANDA RAJAH,
Magistrate. 24-8-44.

No. 2
Sivasubra-
maniam,
Cross-
examination

N. CHELLIAH, recalled, affirmed.

I produce (P38) letter written by overseer D. A. Perera to the Executive Engineer, Trincomalee, on 26-6-44. P38 was forwarded through the Executive Engineer, Chilaw. On P38 accused made an endorsement on 28-6-44. The endorsement bears accused's initials.

No. 2
Depositions
of witnesses
Chelliah,
(recalled)
Examination

Cross-examined : P34 was sent to the Head Office. I cannot remember if I attended office at 8-35 a.m. on 21-7-44. We have an Attendance Register. From my table I can't see the room of the Executive Engineer. There is another entrance also to his office. If anyone enters that room 10 by that entrance I would not know it.

No. 2
Chelliah,
(recalled)
Cross-
examination

Re-examined : Nil.

Signed : N. CHELLIAH.

Signed : P. SRI SKANDA RAJAH,

Magistrate. 24-8-45.

J. H. DE KRETSEK, recalled, sworn.

In regard to this special work the Executive Engineer, Trincomalee, was instructed to call for quotations for 2-inch metal at the quarry from contractors. These quotations were obtained from five contractors. Lowest was selected. Lowest quotation was Rs. 18 per cube. This became 20 the ruling rate for this special work. The accused applied for sanction of the lowest amount of Rs. 18 and it was sanctioned by the Treasury. All free transport was provided by the Military. We also had one or two P. W. D. lorries. Accused was fully aware of this free transport. Accused himself had to get the transport from the Military Commander. Rs. 2.50 a day was the rate paid per day for casual labour. I produce Director of Public Works' letter No. S 248/123 of 5-7-44 (P39). (Shown P4).

No. 2
De Kretser,
(recalled)
Examination

Question : Can you explain this letter ?

Answer : (I disallow the question following the decision in the case of *King vs. Godamunne* 34 New Law Reports 225. The latter must be 30 construed by the Court.)

Signed : P. SRI SKANDA RAJAH,

Magistrate. 24-8-45.

Cross-examined : Accused ceased to be in charge of this special work on 15-5-44. P39 is dated 5-7-44. I have not got with me here the letter of 23-6-44 referred to in P39. With that letter I sent quotations and not tenders. Casual labour is daily paid labour. P39 was taken out of my file. In March, 1944, there was difficulty in respect of 2-inch metal. So metal was allowed to be broken on the check-roll system.

No. 2
De Kretser,
Cross-
examination

Re-examined : (Shown bills P6a). Metal is shown here as paid for 40 at Rs. 18 per cube. Covering sanction is obtained from the Treasury long after payment. Rs. 18 was the lowest quotation accepted. Bill 6a dated 12-4-44 shows that casual labour was paid at Rs. 2.50 per day. That is certified by the accused. Bill P9b is for work done from 23-3-44 to 31-3-44.

No. 2
De Kretser,
Re-
examination

No. 2
Depositions
of witnesses
De Kretser,
Re-
examination
—continued.

According to P9b also casual labour was paid at Rs. 2.50 a day. That too is certified by the accused. Casual labour was for loading and unloading for check-roll labour.

Signed : J. H. E. DE KRETSEK.

Signed : P. SRI SKANDA RAJAH,
Magistrate. 24-8-45.

That is all the evidence for the prosecution.

I explain to the accused the particulars of the offence with which he is charged. *Vide* Non-Summary Form No. 2 filed.

Signed : P. SRI SKANDA RAJAH, 10
Magistrate. 24-8-45.

Mr. Rajaretnam addresses Court. He wishes to continue his address to the Court further. It is 4-50 p.m. now.

Further address at 9 a.m. on 25-8-45. Accused same bail.

Signed : P. SRI SKANDA RAJAH,
Magistrate. 24-8-45.

25-8-45 : Accused A. J. E. G. Caspersz present, on bail.

Appearance as before. Mr. Rajaretnam continues his address. I commit the accused for trial to the Supreme Court of Batticaloa.

Vide Non-Summary Form No. 3 filed. 20

Signed : P. SRI SKANDA RAJAH,
Magistrate. 25-8-45.

I reconsider the question of bail and order him to furnish fresh security in Rs. 1,000/1,000 as the previous security (bond) has been signed on a wrong form. Finger-print accused, 1-9-45.

Signed : P. SRI SKANDA RAJAH,
Magistrate. 25-8-45.

1-10-45 : Record received from Supreme Court.

Instructions received from the Attorney-General. Notice complainant and accused for 13-10-45. Cite witnesses 2 Bradley. 30

Signed : P. SRI SKANDA RAJAH,
Magistrate. 1-10-45.

13-10-45. Accused A. J. E. G. Caspersz present, on bail.

Notice not served. MR. ADVOCATE S. N. RAJARETNAM instructed by MR. RAJARETNAM for accused.

C. H. BRADLEY, recalled, sworn.

No. 2
Depositions
of witnesses
Bradley,
(recalled)
Examination

Accused had a current account with the Bank of Ceylon (Colombo Branch) in his capacity as Executive Engineer, regarding the repairs to the Batticaloa-Trincomalee Road, *i.e.* regarding this particular work, in order to meet payments accused obtained permission to write vouchers in his office and applied to the Head Office for funds to be deposited in the Bank of Ceylon to his credit. I produce application made by the Executive Engineer, Trincomalee, dated 1-4-44 (P40) requesting me to deposit a sum of Rs. 20,000 in the Bank of Ceylon. P40 was received
10 in my office on 3-4-44 and Rs. 20,000 was deposited in the Bank of Ceylon on 4-4-44. Once the money is deposited I notify the Executive Engineer about it. He acknowledged it by sending in the cash receipt (Shown P33). In P33 ~~is~~ a duplicate of the receipt No. Y/4 044246 of
5-4-44 ~~3-4-44~~ sent by the Executive Engineer, Trincomalee, in respect of the above sum of Rs. 20,000. I produce that duplicate of the receipt (P40a). This sum was for advance payments and weekly payments in respect of this work as well as other works in his charge. I produce application dated 8-4-44 (P41) for a sum of Rs. 10,000 made by the Executive Engineer for advance and weekly payments. It was received in my office on 11-4-44
20 and the money was deposited in the Bank of Ceylon on 12-4-44. The Executive Engineer, Trincomalee, acknowledged receipt by the receipt Y/4 044247 (P41a) signed by accused. I produce P41a. I produce application dated 15-4-44 (P42) to me to deposit a sum of Rs. 5,000 for weekly payments. That was signed by accused and received in my office on 17-4-44. The money was deposited in the Bank of Ceylon on 17-4-44 and the accused acknowledged receipt by Y/4 044249 (P42a) I produce P42a. Then accused sent this list of bills (P43) dated 25-4-44 and requested me to deposit a sum of Rs. 14,834.51 in the Bank of Ceylon. That was deposited on 26-4-44 and accused acknowledged receipt by No. Y/4 044253 (P43a) of
30 27-4-44. I produce P43 and P43a. Then Executive Engineer sent this telegram (P44) on 1-5-44 for a sum of Rs. 10,000 and it was deposited in the Bank of Ceylon on 2-5-44. He acknowledged receipt by Y/4 044254 (P44a) I produce P44 and P44a. The next application was made by accused by telegram of 10-5-44 (P45) to deposit Rs. 15,000 in the Bank and it was confirmed by letter of 10-5-44 (P45a) signed by the accused. That amount was deposited on 11-5-44 and he acknowledged receipt by Y/4 044256 of 13-5-44 (P45b). I produce P45, P45a and P45b. The next application was made by the accused on 15-5-44 by telegram (P46) to deposit Rs. 10,000 and confirmed by letter of 15-5-44 (P46a). The money
40 was deposited in the Bank of Ceylon on 16-5-44. That was acknowledged by accused by receipt Y/4 044257 of 17-5-44 (P46b). I produce P46, P46a and P46b. The next application by telegram dated 18-5-44 (P47) for Rs. 10,000. It was confirmed by letter of 18-5-44 (P47a). The deposit was made on 19-5-44 and it was acknowledged by receipt Y/4 044258 P47b by accused. I produce P47, P47a and P47b. The next application was by letter of 24-5-44 for Rs. 20,000 signed by accused (P48) and received

No. 2
Depositions
of witnesses
Bradley,
(recalled)
Examination
—continued.

in my office on 25-5-44. This money was deposited on 26-5-44. Accused acknowledged receipt of it. I produce the duplicate of the receipt Y/4 044259 (P48a) in P33. I produce P48.

I also produce a certified copy of the Bank's statement for April and May, 1944, (P49). In P49 is a deposit Rs. 900 that is what is known as the standing monthly advance. That too was notified to the Executive Engineer. He acknowledged receipt of it by Y/4 044245 (P50). Bills submitted by the overseers are checked by the Executive Engineer and paid by cheque from this account. There was an arrangement that cheques drawn by this accused should be paid by the Assistant Government Agent, Trincomalee, on this account.

No. 2
Bradley,
Cross-
examination

XXD. The cheque drawn by the accused had to be countersigned by another person, *e.g.* by the Head Clerk. The money is deposited by the Chief Accountant, I think, by cheque P49 shows that the amounts were paid into the Bank of Ceylon by cheques. Advance payments are to cover work done up to the period of payment. That really refers to frequency of payments during the period of the war as it is normal or usual to pay only once a month. Payments had to be made only for actual work done, *i.e.* work which has been measured and checked. The arrangements for the A. G. A., Trincomalee, to pay the cheques drawn by the Executive Engineer was made in 1941. That was made for the convenience of the Engineers.

No. 2
Bradley,
Re-
examination

Re-examined: A bill is paid on a voucher. That voucher has to be certified by the Executive Engineer. A head clerk cannot certify such vouchers. It is on the certificate on the voucher that the cheque is drawn.

Signed. C. H. BRADLEY.

Signed. P. SRI SKANDA RAJAH,
Magistrate. 13-10-45.

Forward record to S. C. and certified copy to Attorney-General,
Accused same bail.

Signed. P. SRI SKANDA RAJAH,
Magistrate. 13-10-45.

30

No. 3

Non-Summary Form No. 1.

INFORMATION TO AN ACCUSED OF THE CHARGE. (Section 156.)

Name of Accused: A. J. E. G. CASPERSZ, Executive Engineer,
Trincomalee.

I read over to the accused the charge in respect of which this inquiry is being held. On the 12th April, 1944, at Trincomalee, you being entrusted in your capacity as a public servant to wit Executive Engineer,

No. 3
Non-
Summary
form
No. 1
27-6-45

P. W. D., Trincomalee, with dominion over property, to wit, money for the purpose of payment to overseers and their labourers for rubble bottoming laid down at the 80th pilepost on Trincomalee-Batticaloa Road did commit criminal breach of trust in respect of Rs. 1,471.14 out of the said money and thereby committed an offence punishable under section 392 of Chapter 15. Ceylon Legislative Enactments. No. 3
Non-Summary
form
No. 1
27-6-45
—continued.

2. Further on the 10th May, 1944, at Trincomalee, you being entrusted in your capacity as a public servant to wit Executive Engineer, P. W. D., Trincomalee, with dominion over property to wit money for the purpose of payment to overseers and their labourers for rubble bottoming laid down at 79th mileposts on Trincomalee-Batticaloa Road commit criminal breach of trust in respect of Rs. 936.18 out of the said money and thereby committed an offence punishable under section 392 of Ch. 15 Ceylon Legislative Enactments.

3. Further on the 18th May, 1944, at Trincomalee, you being entrusted in your capacity as a public servant, to wit, Executive Engineer, P. W. D., Trincomalee, with dominion over property to wit money for the purpose of payment to overseers and their labourers for rubble bottoming laid down at between 79th and 80th milepost on Trincomalee-Batticaloa Road did commit criminal breach of trust in respect of Rs. 482.95 out of the said money and thereby committed an offence punishable under section 392 of Ch. 15 Ceylon Legislative Enactments.

I inform the accused that he is not required to make any reply to the above charge at this stage, and that if any reply is made it will not be recorded by me.

Signed. P. SRI SKANDA RAJAH,
Magistrate. 27-6-45.

No. 4
Non-Summary Form No. 1.

No. 4
Non-Summary
form
No. 1
3-8-45

30 INFORMATION TO AN ACCUSED OF THE CHARGE.

(Section 156.)

Name of Accused : A. J. E. G. CASPERSZ, Executive Engineer,
Trincomalee.

I read over to the accused the charge in respect of which this inquiry is being held. That you did within the jurisdiction of this Court at Trincomalee between 10th April and 18th May, 1944, being entrusted in your capacity as a public servant to wit Executive Engineer, P. W. D., Trincomalee with dominion over property to wit money for the purpose of payment to overseers and their labourers for rubble bottoming laid down at the 78th, 79th and 80th mile posts on the Trincomalee Batticaloa road you did between 10th April, 1944, and 18th May, 1944, commit criminal breach of trust in respect of the sum of Rs. 6,218.48 out of the said money and you did thereby commit an offence punishable under section 392 of the Penal Code Ch. 15 Ceylon Legislative Enactments.

No. 4
Non-Summary
form
No. 1
3-8-45
—continued.

I inform the accused that he is not required to make any reply to the above charge at this stage, and that if any reply is made it will not be recorded by me.

Signed. P. SRI SKANDA RAJAH,
Magistrate. 3-8-45.

No. 5
Non-Summary
form
No. 2
24-8-45

No. 5

Non-Summary Form No. 2.

STATEMENT OF ACCUSED

(Sections 159, 160 and 161.)

Name of Accused : A. J. E. G. CASPERSZ, Executive Engineer, 10
Trincomalee.

Charge : That you did within the jurisdiction of this Court at Trincomalee between 10th April and 18th May, 1944, being entrusted in your capacity as a public servant to wit Executive Engineer, P. W. D., Trincomalee, with dominion over property to wit : money, for the purpose of payment to overseers and their labourers for rubble bottoming laid down at the 78th, 79th and 80th milepost on the Trincomalee-Batticaloa Road you did between 10th April, 1944, and the 18th May, 1944, commit criminal breach of trust in respect of the sum of Rs. 6,218.48 out of the said money and you did thereby commit an offence punishable under 20 section 392 of the Penal Code Ch. 15 Ceylon Legislative Enactments.

Signed. A. J. E. G. CASPERSZ,
Signature of Accused.

The above charge is read out to the accused and the nature thereof explained to him in ordinary language.

The accused is informed that he has the right to call witnesses and, if he so desires, to give evidence on his own behalf.

The accused is addressed as follows :—

“ Do you wish to say anything in answer to the charge ? You are not obliged to say anything unless you desire to do so, but whatever you say will be taken down in writing and put in evidence at your trial.”

The provisions of section 160 (2) have been complied with.

The accused states :

“ I am not guilty.”

I hereby certify that the above record was taken in my presence and contains accurately the whole statement of the accused.

Signed. P. SRI SKANDA RAJAH,
Magistrate. 24-8-45.

The requirements of section 160 having been complied with, the accused is asked whether he desires to give evidence on his own behalf and whether he desires to call witnesses.

The accused states : " No. "

Signed. A. J. E. G. CASPERSZ,
Signature of Accused.

No. 5
Non-Summary
form
No. 2
24-8-45
—continued.

I hereby certify that the above record was taken in my presence and contains accurately the whole statement of the accused.

Signed. P. SRI SKANDA RAJAH,
Magistrate.

10
Date : 24-8-45.

No. 6

Non-Summary Form No. 3.

(Sections 163, 165 and 165B.)

No. 6
Non-Summary
form
No. 3
25-8-45

On the 25th day of August, 1945.

Accused person : A. J. E. G. CASPERSZ.

The accused is committed for trial to the Supreme Court of Batticaloa.
The accused elects an English-speaking Jury, in the event of the trial being held before the Supreme Court.

20 The accused wishes no witnesses to be summoned.

Signed. P. SRI SKANDA RAJAH,
Magistrate.

No. 6a.

**Attorney-General draws up Indictment for Trial before
District Court, Trincomalee.**

*M. C. Trincomalee—No. CN 118/45.
Case No. 1384.*

No. 6a
Attorney-
General
draws up
Indictment
for Trial
before
District
Court,
Trincomalee
24-10-45

THE KING vs. A. J. E. G. CASPERSZ.

To
30 THE SECRETARY, District Court, Trincomalee.

In terms of Section 165 F (1) of the Criminal Procedure Code, I herewith forward an indictment in the above case to be filed in the District Court.

Sgd. H. W. R. WEERASURIYA,
for Attorney-General.

Colombo, October 24, 1945.

Indictment.

Magistrate's Court of Trincomalee.

Case No. 1384.

INDICTMENT (District Court.)

IN THE DISTRICT COURT OF TRINCOMALIE.

Criminal Jurisdiction. No. 293.

THE KING vs. A. J. E. G. CASPERSZ.

You are indicted at the instance of Chellappah Nagalingam, Esquire,
His Majesty's Attorney-General, and the charge against you is :— 10

That between 10th April, 1944, and 19th May, 1944, at Trincomalie, you being entrusted in your capacity as a public servant, to wit Executive Engineer, Public Works Department, Trincomalie, with dominion over property, to wit money for the purpose of payment to overseers for rubble bottoming laid down at the 78th, 79th and 80th mileposts on the Trincomalie-Batticaloa Road, did commit criminal breach of trust in respect of the sum of Rs. 6,218.48 out of the said money, and that you have thereby committed an offence punishable under section 392 of the Penal Code.

This 24th day of October, 1945.

Signed. H. W. R. WEERASURIYA, 20
Crown Counsel.

List of Productions.

1. Statement made by accused before Magistrate, Trincomalie.
2. Estimate dated 12-2-44 marked P1.
3. D. P. W's. letter No. S 248/123 of 25-2-44 marked P2.
4. D. P. W's. letter No. S 248/123 of 31-4-44 marked P3.
5. Letter No. R (G) B 1 of 26-1-44 from S. E. N. W. D. to D. P. W. marked P4.
6. Bill No. 39 marked P5.
7. Measurement form marked P5A. 30
8. Voucher No. 51 marked P56.
9. Voucher No. 64 marked P6.
10. Bill No. 17 marked P6A.
11. Measurement form marked P6B.
12. Voucher No. 42 marked P7.

13. Bill No. 30 marked P7A.
14. Measurement form marked P7B.
15. Voucher No. 41 marked P8.
16. Bill No. 29 marked P8A.
17. Measurement form marked P8B.
18. Voucher No. 59 marked P9.
19. Bill No. 16 marked P9B.
20. Measurement form No. P9A.
21. Voucher No. 35 marked P10.
- 10 22. Bill No. 23 marked P10A.
23. Measurement form marked P10B.
24. Voucher No. 40 marked P11.
25. Bill No. 28 marked P11A.
26. Measurement form marked P11B.
27. Voucher No. 30 marked P12.
28. Bill No. 18 marked P12A.
29. Measurement form marked P12B.
30. Voucher No. 31 marked P13.
31. Bill No. 19 marked P13A.
- 20 32. Measurement form marked P13B.
33. Voucher No. 45 marked P14.
34. Bill No. 33 marked P14A.
35. Measurement form marked P14B.
36. Progress report dated 11-2-44 marked P15.
37. Do. do. 26-2-44 marked P16.
38. Do. do. 7-3-44 marked P17.
39. Do. do. 25-3-44 marked P18.
40. Do. do. 27-4-44 marked P19.
41. Do. do. 9-5-44 marked P20.
- 80 42. D. P. W's. letter No. S 248/112 of 31-1-44 marked P21.
43. Statement of accused to Mr Bradley marked P22
44. Bank of Ceylon Cheque No. 141969 for Rs. 3,960.60 marked P23.
45. Do. do. No. 141911 for Rs. 1,583.12 marked P24.
46. Do. do. No. 141991 for Rs. 844.70 marked P25.
47. Do. do. No. 141990 for Rs. 541.79 marked P26.
48. Do. do. No. 141902 for Rs. 3,617.86 marked P27.
49. Do. do. No. 141967 for Rs. 1,096.29 marked P28.
50. Do. do. No. 141970 for Rs. 3,283.19 marked P29.
51. Do. do. No. 141992 for Rs. 1,878.26 marked P30.
- 40 52. Do. do. No. 141982 for Rs. 3,425.70 marked P31.
53. Do. do. No. 141988 for Rs. 1,710.32 marked P32.
54. Receipt Book marked P33.
55. Counterfoil of receipt No. Y/4 044280 marked P33A.
56. Do. do. 044281 marked P33B.
57. Do. do. 044282 marked P33C.
58. Do. do. 044283 marked P33D.
59. Do. do. 044284 marked P33E.
60. Kachcheri Receipt No. 43361 of 21-7-44 marked P34.

No. 7
Indictment
24-10-45
—continued.

61. Letter from Overseer Perera to E. E., Trincomalie, of 26-6-44 marked P35.
62. Paying-in slip for Rs. 6,224.03 marked P36.
63. Register showing the payment of cheques marked P37.
64. Letter written by Overseer Perera to E. E., Trincomalie, of 26-6-44 marked P38.
65. D. P. W s. letter No. S 248/123 of 5-7-44 to S. E. N. W. D. marked P39
66. Application dated 1-4-44 for Rs. 20,000 marked P40.
67. Receipt dated 5th April (in P33) marked P40A.
68. Application dated 8-4-44 for Rs. 10,000 marked P41. 10
69. Receipt dated 12-4-44 for Rs. 10,000 marked P41A.
70. Application dated 15-4-44 for Rs. 5,000 marked P42.
71. Receipt dated 18-4-44 for Rs. 5,000 marked P42A.
72. Application dated 25-4-44 for Rs. 14,834.51 marked P43.
73. Receipt dated 27-4-44 for Rs. 14,834.51 marked P43A.
74. Telegram dated 1-5-44 for Rs. 10,000 marked P44.
75. Receipt dated 2-5-44 for Rs. 10,000 marked P44A.
76. Telegram dated 10-5-44 for Rs. 15,000 marked P45.
77. Letter dated 10-5-44 confirming telegram marked P45A.
78. Receipt dated 13-5-44 for Rs. 15,000 marked P45B. 20
79. Telegram dated 15-5-44 for Rs. 10,000 marked P46.
80. Letter dated 15-5-44 confirming telegram marked P46A.
81. Receipt dated 17-5-44 for Rs. 10,000 marked P46B.
82. Telegram dated 18-5-44 for Rs. 10,000 marked P47
83. Letter dated 18-5-44 confirming telegram marked P47B.
84. Application dated 24-5-44 for Rs. 20,000 marked P48.
85. Receipt dated 20-5-44 for Rs. 10,000 marked P47B.
86. Receipt dated 26-5-44 for Rs. 20,000 marked P48A.
87. Bank statement marked P49.
88. Receipt dated 3-4-44 for Rs. 900 marked P50. 30

List of Witnesses

1. J. H. E. de Kretser, Superintending Engineer, Kurunegala.
2. C. H. Bradley Director of Public Works, Colombo.
3. H. K. Melson, Junior Assistant Engineer, P. W. D., Colombo
4. M. Chelliah, Head Clerk, P. W. D., Trincomalie.
5. S. Subramaniam, Cashier, Bank of Ceylon, Colombo.
6. K. Thurairajah, Overseer, Horawapothana.
7. K. Thambiah, Overseer, Kuchchaveli.
8. S. Kandasamy, Overseer, Anuradhapura.
9. D. A. Perera, Overseer, Walahapitiya. 40

10. D. V. Amarasinghe, Overseer, Nattandiya.
11. F. H. S. Gunasekera, Executive Engineer, Marandankadawela.
12. S. Arasaretnam, Chief Assistant Shroff, Kachcheri.
13. S. Sivasubramaniam, Store Clerk, P. W. D., Trincomalie.

No. 7
Indictment
24-10-45
—continued.

This 24th day of October, 1945.

Signed. H. W. R. WEERASURIYA,
Crown Counsel.

No. 8

No. 8
Evidence
for the
Prosecution

Evidence for the Prosecution

10 12-10-45.

A. J. E. G. CASPERSZ, accused, present. Indictment read and explained. I ask accused whether he is pleading guilty or not.

Accused states I am not guilty.

MR. GRATIAEN with MR. N. RAJARATNAM, instructed by MESSRS. RAJARATNAM and J. H. M. FERNANDO for accused.

MR. THEADOR GUNASEKERA for the Attorney-General.

MR. GUNASEKERA calls :

J. H. E. DE KRETSEER sworn, 52 years, Superintending Engineer, North-Western Division. I was Superintending Engineer in 1944. Ac-
20 cused was Executive Engineer at Trincomalee under my supervision. He was appointed Executive Engineer on 7-1-44. Early in January, 1944, P. W. D. wanted to improve the China Bay road. Accused was asked to send an estimate. He sent Estimate P1 on 11-2-44 for improving 78th 79th and 80th miles of Batticaloa-Trincomalee Road. The total estimate is Rs. 112,500. In the 78th mile, item 3, in the 79th mile item 10, and in the 80th mile item 20 was for rubble bottom. The estimate for rubble bottom amounts to about 15,000. The estimate was approved and by letter of 25-2-44 P2 the approval was intimated to the accused. My in-
30 structions to accused are contained in P2. The work was started in about the middle of January. The work was started before the estimate was prepared as the work was very urgent. I remember an interview between myself, accused and Mr. Leader on 23-2-44 at the Resthouse. There was a discussion amongst us on this day about the improvement to the road. Mr. Leader has now left the Island. Mr. Caspersz wanted the rates to be increased. Mr. Leader agreed to the request of accused. He said he will confirm it by letter. I do not remember Mr. Leader saying "That accused may do anything and may do it anyhow as long as it was reasonable". My recollection is that certain rates were increased and that he will con-
40 firm it. Later Mr. Leader confirmed the increase in rates by his letter. I remember him impressing on the accused the urgency of the work. The work was done as usual through overseers. Accused was in sole charge of the work. Accused had to render fortnightly reports. I produced in

No. 8
De Kretser,
Examination

No. 8
Evidence
for the
prosecution
De Kretser,
Examination
—continued.

Magistrate's Court P15 of 11-2-44, P16 of 26-2-44, P17 of 7-3-44, P18 of 25-3-44, P19 of 27-4-44, P20 of 9-5-44. All these fortnightly reports are signed by the accused. These reports do not show that rubble bottom was done. If rubble bottoming was done these reports should show it. I inspected the roads weekly. I did not observe any rubble bottom work done. The overseer who is doing the work prepares the bill and submits to the Executive Engineer who goes to the place inspects it checks it and passes these bills for payment. To the bill is attached a form which shows the measurements of the work taken by him. The Executive Engineer will check the measurements taken by the overseer. The fact that 10 the Executive Engineer checks the bill and the measurement will appear in the documents submitted to him by the overseer. On the bill that had been checked by the Executive Engineer vouchers are prepared. The payments are made by cheque drawn by the Executive Engineer. The accounts do not go through my office. It goes to the head office. Mr. Caspersz was assisted by Mr. Melson from 6-3-44. From 15-5-44 Mr. Gunasekera took over the special work. On 22-5-44 I inspected the road. On certain information received I made investigations, on 22-5-44 I returned on 26-5-44 and continued making investigations. I was staying in the circuit bungalow. 28-5-44 was a Sunday. I had dinner out. Accused 20 returned to the circuit bungalow at 11 p.m. When I returned I found accused waiting for me. He started speaking to me. He said "I hear, Sir, that you are making inquiries about the rubble bottom from the overseers. I have come to make a clean breast of it. I take full responsibility". I did not make a note of this conversation anywhere. He wanted me to give him advice as to what he should do. I thought for a while and gave him the advice to recall the money paid for rubble bottom and credit to the revenue and take the chance with the Audit regarding over-payments. He said he would do so and left me. For over-payment Audit would have asked for explanations. It was after he told me that 30 he had come to make a clean breast, and told me what he had done, I gave him the advice to recall the money. In the course of the conversation I did not give him any inducement. I did not make any threat or promise. By P4 I reported this to the D. P. W. This is dated 29-6-44. I had reported this to the Director demi-officially and I sent P4 on his asking me to report it to him officially.

No. 8
De Kretser,
Cross-
examination

XXD. Rates are fixed by the department with the sanction of the Treasury. At normal times there was plenty of labour. Changing of any rate will take considerable time. Audit will scrutinise each item. Right to exercise discretion was within prescribed limits. In normal times 40 rates are seldom increased without prior sanction. Sometimes rates are increased expecting to get a covering sanction later. After Japan came into the war the labour market changed very much and it was difficult to get labour. There was acute shortage of labour. This shortage increased every week and every month. During the war period my department found it difficult to get enough labour. Rates of labour went soaring high. In the early part of 1944 the department found it difficult to get labour, at

the normal rates sanctioned by the Treasury. There were complaints in our department that our labourers were being crimped by competitors. I believed that Military contractors were paying more than we did. There was no change in the system of getting sanction for increased rates. The situation deteriorated as time went on. Except in this case we pay an unskilled labourer 80 cents plus 50 % of the 80 cents. In this case there was an increase of 100 %. The increase of 100 % included war allowance and area allowance. The accused asked for 100 % increase on the 80 cents and Mr. Leader sanctioned it. He later confirmed it by letter.

10 The confirmation was somewhere between end of February and beginning of March. Labour in Trincomalee is more difficult than in any other part of the Island. I can't say whether the 100 % increase failed to attract labour to do this work. There was an acute shortage of labour even after the 100 % increase was sanctioned. I can't say whether others were paying more. I will not admit that the Military was paying more than Rs. 1.60. I can't say what the services paid for labour. As the accused reported that labour could not be obtained we had to go outside Trincomalie to get overseers and men to come over to Trincomalie. I reported the fact that the work was slow. I only said to bring overseers from out-

20 side with their labourers. I did not report accused for slackness. Everybody was hurrying on with the work. The Commander-in-Chief was particular that the work should be done speedily. He said that accused and I and all of us will be dismissed if the work was not finished expeditiously. In official circles it was regarded that the Commander-in-Chief may carry out his threats. It was not my work to get labour. Before the war overseers from outside would have come willingly. We had to threaten the overseers to come over to Trincomalie. The overseers were threatened that if they did not come over to Trincomalie with their labourers they will be dismissed. The overseers were told that they will be dismissed

30 if orders to go to Trincomalie were not carried out. This was towards the end of April. The overseers came from outside with their labourers. It is possible that they came reluctantly. They knew of the 100 % increase. Some wished to come. Some did not like to come. The conditions in Trincomalie were not attractive and some of them were not willing to come. We presumed that overseers from outside will not be willing to come to Trincomalie. That is why we threatened them with dismissal. We suggested at one time that the services should furnish us the labourers. Due to the competition in getting labour we suggested that the services should provide us with the labourers. In the services less work was done by the

40 labourers and there was less supervision over them. Under the P. W. D. the labourer had to put in more work per day. The labourer preferred working under the services as they were doing less work per day. In January, 1944, the work was considered so important that accused was asked to start the work before the estimates were prepared. This estimate was for improving a narrow existing road. According to accused's estimate rubble bottoming was necessary. I accepted accused's estimate for rubble bottoming. Before the estimate one can say whether rubble bottoming is necessary or not. It is only after breaking up the road one

No. 8
Evidence
for the
prosecution
De Kretser,
Cross-
examination
—continued.

could say exactly what quantity is necessary. Accused would have been entitled to spend Rs. 15,000 on laying rubble bottom. Accused never pretended to me that he was doing rubble bottoming. He did not mention it in his reports. On my visits too no pretence was put which would have led me to believe that rubble bottoming was necessary. I thought accused was using a thicker coating of metal. The work on this road had not been done correctly. The road is waivy. Considering the rush with which this work was done, I think the work was done reasonably well. I can't recall exactly the words that passed between Mr. Leader and the accused in that conversation. Mr. Leader said that urgency was of primary 10 importance. The Minister said that the cost was of secondary importance. Mr. Leader left the Island in May, 1944. Accused had worked under me in other districts. He handled during these times fairly large sums. I had no occasion to report him for inefficiency or dishonesty. After 28-5-44 he continued to be Executive Engineer, Trincomalie, till he was suspended on 27-6-45. During these 13 months he was in charge of the district work, work that involved monthly about Rs. 25,000. No irregularity had come out so far. I did not have any occasion to report him. Accused's confession did not suggest that he took any portion of the money. I advised him to get the money back from the overseers. Accused told me why 20 he paid the money. Accused said that he made the payment to cover up the losses of the overseers

No. 8
De Kretser,
Re-
examination

Re-examined: To do rubble bottoming the whole road should be scurryfied to a depth of about 9" rubble 6" in gauge had to be laid on the surface scurryfied, consolidated and then 2" metal spread over it. This would take time and this could not have been done without my seeing. There was no purpose in accused trying to pretend that he was doing rubble bottoming. If he did it I will see it.

Signed. N. KRISHNADASEN,

12/11.

30

No. 8
Bradley,
Examination

C. H. BRADLEY, sworn, 60 years, D. P. W. I am D. P. W. since 1-1-1943. Accused is permanently employed in the Government. Overseer prepares a bill which is checked regarding measurement and the amount by the Executive Engineer. The receipted bills are forwarded to the Head Office Accountant's Branch. The vouchers are prepared in a machine. This is the normal procedure when there is time to do it. All Executive Engineers have Bank accounts for making payment on the vouchers passed. The Executive Engineer, Trincomalie, had such an account in the Bank of Ceylon. Money was deposited in the account by the Head Office. P50 is a receipt by the Executive Engineer, acknow- 40 ledging a receipt of Rs. 900 on 3rd April, 1944. Rs. 900 is the standing monthly advance. From time to time applications are received from the Executive Engineers to deposit monies in the Bank. P40 is such an application, signed by Mr. Melson, P40a is a counterfoil of a receipt acknowledging the receipt of Rs. 20,000 dated 5-4-44. P40a appears in P33,

P33 is the book of counterfoil. P41 of 8th April, 1944, is an application for the deposit of Rs. 10,000, P41 is signed by Chelliah, Head Clerk. The amount was acknowledged by P41a of 12th April, 1944. P41a is signed by accused. P42 is an application dated 15th April, 1944, for Rs. 5,000 signed by accused. Receipt was acknowledged by P42a dated 18-4-44. P42a is signed by accused. P43 is a list of bills and a requisition for Rs. 14,834.51 and P43 is signed by accused. The money was deposited and was acknowledged by P43a of 27th April, 1944. P43a is signed by accused. P44 is a telegram dated 1-5-44 from accused. A deposit of 10 Rs. 10,000 was requested. This sum was acknowledged by P44 of 2-5-44 signed by accused. P45 is a telegram dated 10-5-44 from accused applying for a deposit of Rs. 15,000, by P45a. P45 was confirmed. P45a is signed by accused. This sum was deposited and acknowledged by P45b dated 13-5-44 signed by accused. P46 is a telegram dated 15-5-44 asking for Rs. 10,000. P46 was confirmed by P46a signed by accused. This sum was acknowledged by P46b dated 17-5-44 signed by accused. P47 is a telegram of 18-5-44 from accused applying for Rs. 10,000. P47 was confirmed by P47a. This sum was acknowledged by P47b of 20-5-44 signed by accused, P48 is an application dated 24-5-44 for Rs. 20,000 signed by 20 accused. This sum was acknowledged by P48a. P48a is a counterfoil of the receipt from the book of counterfoil P33. P48a is signed by accused. I produce certified statement issued by the Bank of Ceylon marked P49.

Examination continued: I was confirmed as D P W. from 1-1-44. I was acting D. P. W. in 1943. The monies deposited to the account of the Executive Engineer are public funds. The monies belonged to the Ceylon Government. P4 was received by me. P4 is dated 20-6-44. P4 was a report as the result of his investigation. I inquired into this myself. I read P4 to accused on 13-7-44 in a room in accused's office in Trincomalie. Having read the report of Mr. Kretser I thought I will inquire into this 30 when I was in Trincomalie. The first thing that happened was I read the report. In P22 I recorded what happened on this occasion. I did not offer any inducement to accused to make this statement. I did not promise him anything. I did not threaten him. The accused read over P22 and signed it.

XXD.: At the same inquiry I questioned Mr. Melson and several overseers. In view of the admission of accused I did not consider that any further inquiry was necessary. Mr. Kretser wrote me about this first demi-officially. I was informed by Mr. Kretser of the statement made by accused to him. I did not at that time think of suspending 40 accused. Even after 13-7-44 accused was permitted to continue as Executive Engineer. The matter continued like that for some time. I was considering what action should be taken. I returned to accused some months afterwards the bills and the vouchers relating to this transaction. Auditor-General received a petition. He called for the papers from me either in November or December, 1944. There were articles in the paper Searchlight. I was sent a copy of the Searchlight. Accused did not admit to me that he took the money for himself. That was in question. If that was in question I would not have permitted him to be in charge of

No. 8
Evidence
for the
prosecution
Bradley,
Cross-
examination
—continued.

public funds. During the emergency period moneys were deposited in the account of the Executive Engineer on his application without reference to vouchers or bills. Vouchers and bills were prepared in the office of the Executive Engineer. Before the emergency period vouchers and bills were sent to the Head Office and after the amount was calculated by the machine the amounts were deposited by the head office. We had to accommodate the labourers. We had to pay the labourers. Sometimes weekly. Labour situation was acute during this time. From the point of view of the Commander-in-Chief this was an urgent project. It was not brought to my notice that Mr. Kretser and others were threatened 10 with dismissal by the Commander-in-Chief if the work was delayed. The whole department had a difficult time during the war period. This work was undertaken at the request of the services. The funds were provided in the first instance by the Ceylon Government. Nothing has been definitely settled as regards the payment of these monies by the Imperial Government. This road was 99 % for the use of the services at that time. Speed was of primary importance. This was notified to all officers concerned. I cannot say that the labour situation in Trincomalie was more difficult than any other place in Ceylon. The services were the greatest competitors with us for labourers. The price of labour did not go up for 20 labourers. The price of labour did not go up from time to time. The rates were according to schedule rates. Services did work directly with the labourer. We got our work done by piecework. Our work was done at fixed rates by the overseers. Labour was more attracted to the services than to our department. I can't recall of any complaint which was made that labourers were cramped by the services. This work was not done as fast as it was required. We suggested the services to provide labour. Services said that they were not able to provide labour. All districts were circularised to take labourers especially metal-breakers to Trincomalie and take them back. I do not know that overseers were threatened 30 with dismissal if they did not take labourers to Trincomalie. The Engineers were urged to get labourers. The rates were first increased by 50 % and then by 100 %. According to my recollection the actual authority to increase the rates to 100 % was not obtained from the Treasury till March. The position of labour was never entirely satisfactory. Even in May the Executive Engineers were persuading overseers to take labour to Trincomalie. Executive Engineers had threatened overseers with dismissal if they failed to take labourers. As far as I am aware the head office did not instruct the Executive Engineers to threaten overseers with dismissal. This threat of dismissal will place the overseers in 40 a different position. This threat might have placed the overseers in a position of financial loss. A registered overseer cannot be dismissed without the authority of the head office. If a registered overseer is dismissed he will lose his pension rights. A registered overseer contributes towards his pension. Mr. Leader left in May, 1944. This matter was not referred to him. I neither ordered nor advised accused to refund the money. He

said he will refund it and he asked me for some time. All monies had been refunded. I am not aware that in some cases the overseers refused to refund the money.

No. 8
Evidence
for the
prosecution
Bradley,
Cross-
examination
—continued.

Re-examined : I wrote to the Auditor-General on 31-10-44. Auditor-General wrote to me in December, 1944. After that I communicated with Attorney-General and the Chief Secretary. I was in communication with the Attorney-General before any publication appeared in the Searchlight. Before a prosecution is entered I should have the sanction of the Chief Secretary.

No. 8
Bradley,
Re-
examination

10 To Court : Accused wanted time to call back the money. If I came to know of a defalcation I would write to the Attorney-General and get his opinion. This happened during a time when we were very busy. I was considering the matter. I had not finally decided what I should do. I at one time thought of dealing with him departmentally. I was communicating with the Audit. His opinion was that accused should be prosecuted. My communication with the Attorney-General was after the letter from the Auditor-General. I had drafted tentative charges when I was in communication with the Auditor-General.

Re-examined : The tentative charges had to be sent to the accused.

20 **XXD.** by Mr. Gratiaen with permission. The existence of regulations that for a criminal offence a criminal action should be filed did not influence my mind. The question of interdiction arises when decision is made what should be done. I sent the bills and vouchers to the office in Trincomalie as they were wanted there for purposes of record. There was no doubt in my mind that some action either in the Courts or departmentally had to be taken against accused.

No. 8
Bradley,
Further
Cross-
examination

Signed. N. KRISHNADASEN,
12/11.

S. SIVASUBRAMANIAM, affirmed, 27 years Shroff, Bank of Ceylon, Trincomalie. I produce cheques P23—P32 drawn on the Bank of Ceylon by the Executive Engineer. Each of these cheques had been cashed by the Trincomalie Kachcheri and sent to us to place the amounts to their credit. P49 is signed by the accountant, S. D. Amarasinghe.

No. 8
Sivasubra-
maniam,
Examination

XXD. : Nil.

Signed. N. KRISHNADASEN,
12/11/45.

S. ARASARATNAM, affirmed, 27 years, Chief Assistant Shroff, Trincomalie Kachcheri. There is an arrangement by which cheques drawn by the Executive Engineer on his account should be cashed at the Kachcheri. Cheques P23 to P32 were cashed at the Trincomalie Kachcheri. P37 is the register of cheques kept at the Trincomalie Kachcheri. All these cheques are noted in P37. P23 was cashed on 10-5-44, P24 on 12th April,

No. 8
Arasa-
ratnam,
Examination

No. 8
Evidence
for the
prosecution
Arasa-
ratnam,
Examination
—continued.

1944, P25 on 18th May, 1944, P26 on 18th May, 1944, P27 on 11th April, 1944, P28 on 10th May, 1944, P29 on 10th May, 1944, P30 on 18th May, 1944, P31 on 18th May, 1944, P32 on 18th May, 1944. When anyone wants to deposit money a paying-in voucher is tendered with the money. P36 is such a voucher dated 21-7-44. It relates to the payment by A. J. E. Caspersz of an amount of Rs. 6,224.03 being recoveries on account of over-payments on estimate No. M 103/43-44. P34 is a receipt granted by the Kachcheri acknowledging that payment.

XXD. : Nil.

Signed. N. KRISHNADASEN, 10
12/11/45.

No. 8
Sivasubra-
maniam,
Examination

S. SIVASUBRAMANIAM, affirmed, 35 years, Store Clerk, P. W. D. Trincomalie. Shown P36. I am familiar with the handwriting of accused. P36 is signed by him. Accused gave me P36 to be taken to the Kachcheri. He gave me P36 and Rs. 6,224.03 and asked me to go to the Kachcheri and pay it. I deposited the money and got receipt P34.

XXD. : Nil.

Signed. N. KRISHNADASEN,
12/11.

No. 8
Chelliah,
Examination

N. CHELLIAH, affirmed, 49, Chief Clerk, P. W. D., Trincomalie. I am Head Clerk of P. W. D. in Trincomalie for the last 1 year and 9 months. When an overseer presents a bill it is checked by the Engineer. P5 is such a bill presented by overseer Kandasamy. With P5 measurement form P5a was submitted. P5 is in respect of work done between 1st and 10th May, 1944. Total bill is for Rs. 3,396.60. An item for rubble bottom is included for Rs. 936.18. P5, P5a show that accused had checked the measurements. There are alterations. The item rubble bottoming has been altered. Original figure was Rs. 984.50, it had been altered to Rs. 936.18. Measurements regarding that figure had been corrected. The original figure was 140. It had been altered into 126. When the Executive Engineer checks the bill he makes such alterations. After that alterations he will certify it. P5 is certified by accused. P5a also signed by accused implying that he had checked the measurements. I am familiar with the signature of accused. P5b is the voucher corresponding to P5. The voucher is for Rs. 3,360.60. P5 is signed by accused. When the Executive Engineer passes the bill for payment, office prepares the voucher taking the amount appearing on the bill as correct. We prepare all vouchers according to the bill passed by accused. We check the arithmetic of it. The voucher is submitted to the Executive Engineer for his signature. P5b is signed by accused. This amount was paid by cheque P23. P23 is signed by accused and myself. The cheque should have the signature of the Head Clerk and the Engineer. My signature will show that the cheque had been correctly drawn up. P6a is a bill ~~presented~~ presented by overseer Tambiah for the period April 1 to April 9, 1944. The amount is Rs. 4,083.12. This includes an item for Rs. 1,471.14 for rubble

bottom. P6b is the measurement form attached to P6. P6a was checked and passed for payment by accused. P6b was checked by accused. P6 is the relevant voucher, P6 is signed by accused. It is for Rs. 4,083.12. Cheque P24 was issued in respect of the voucher. There are alterations in P6a. P24 is for Rs, 1,583.12. Advance of Rs. 2,500 was deducted from Rs. 4,083.12. P7a is a bill presented by D. A. Perera in respect of work done from 9th to 15th May, 1944. P7b is the relevant measurement form. The measurements had been checked by accused. There is an alteration regarding rubble bottom. The bill had been checked and passed by accused. The final amount on the bill is Rs. 844.70 including Rs. 482.95 for rubble bottom. Corresponding voucher is P7. P7 is signed by accused. This was paid by cheque P25 for Rs. 844.70. P8a is a bill presented by overseer Amarasinghe in respect of period May 9 to May 15. P8b is the corresponding measurement form. Measurements were checked by accused. Bill was passed for payment by accused. The total amount in the bill is Rs. 541.79 including a sum of Rs. 304.63 for rubble bottom. P8 was drawn in respect of this amount. P8 was signed by accused. This sum was paid by P26. P26 is signed by accused, and so were all the other cheques. I had referred earlier P9b is bill given by overseer Thambiah for period 23rd to 31st March. P9a is the measurement form. There is an alteration on P9a with respect to rubble bottoming. The measurement was checked by Mr. Melson. The item rubble bottoming has been altered from 72 squares to 60 squares. P9b was passed for payment by Mr. Melson. The amount of the bill is Rs. 2,942.86 including Rs. 445.80 for rubble bottoming. P9 is the corresponding voucher signed by accused for Rs. 2,942.86. Voucher P9 is signed by accused. Rs. 2,942.86 is included in cheque P27. P27 is for Rs. 3,617.86. On some other voucher the difference was due. P27 is signed by accused. P10a is bill tendered by Thambiah for period 20th to 30th April. P10b is the corresponding measurement form. P10b has been checked by Melson. He has made an alteration in the rubble bottoming item. P10a has been passed for payment by accused. The amount of bill is Rs. 2,096.29 including Rs. 451.41 for rubble bottoming. P10 is the voucher corresponding to this bill for Rs. 2,096.29 signed by accused. P28 was drawn in respect of voucher P10. P28 is for Rs. 1,096.29. An advance of Rs. 1,000 had been made. The advance is shown in the cash book. Cheque P28 is signed by accused. P11a is a bill submitted by overseer Thurairajah for period April 27 to May 9. P11b is the corresponding measurement form. P11b has been checked by Melson. P11a has been passed for payment by accused. The amount of the bill Rs. 3,283.19 included an item of Rs. 508.50 for rubble bottoming. Corresponding voucher is by P11 signed by accused. P11 was paid by cheque P29 signed by accused. P12a is overseer Thambiah's bill for period May 1st to May 15th. P12b is the measurement attached to it. P12b is checked by Mr. Melson. There is an alteration in the item relating to rubble bottoming. P12a has been passed for payment by accused. The amount of the bill is Rs. 2,878.26 including Rs. 306.48 for rubble bottoming. Corresponding voucher is P12 for Rs. 2,878.26. P12 is signed by accused. P30 is a cheque for Rs. 1,878.26

No. 8
Evidence
for the
prosecution
Chelliah,
Examination
—continued.

No. 8
Evidence
for the
prosecution
Chelliah,
Examination
—continued.

signed by accused. An advance of Rs. 1,000 had been given. P13a is a bill given by overseer Kandasamy from 1st May to 15th May. P13b is the measurement form. P13b has been checked by Mr. Melson. P13a has been passed by accused. The amount is Rs. 3,425.70 including an item of Rs. 921.32 for rubble bottom. The corresponding voucher is P13. This was paid by cheque P31 for the same amount. P13 and P31 were signed by accused. P14a is a bill given by overseer Thurairajah for period 10th to 15th May. P14b is the measurement form. Mr. Melson checked the measurements. There is an alteration in the rubble bottom. The alteration is from $57\frac{1}{2}$ squares to $52\frac{1}{2}$ squares. Mr. Melson has signed P14b¹⁰ indicating that he had checked it. It is also signed by accused indicating that he has also checked the measurements. Accused has initialled the alteration in the item for the rubble bottom. P14a has been passed for payment by accused. The total amount for payment is Rs. 1,710.32 including Rs. 390.07 for rubble bottoming. P14 is the corresponding voucher for Rs. 1,710.32 signed by accused. This was paid by cheque P32 for the same amount signed by accused. I produce all the bills, measurements forms and vouchers. Shown P33—P33 is a receipt book kept in our office in foil and counterfoil. P33a is a counterfoil of a receipt purporting to have been issued to overseer D. A. Perera. P33a is a²⁰ counterfoil which purports to say that accused had received Rs. 482.95 from D. A. Perera. P33a is dated 21-7-44. P33b is a counterfoil receipt for Rs. 304.63 purporting to have been issued to D. V. Amarasinghe. Money is said to have been received as a refund of over-payment in respect of rubble bottoming. Counterfoil is signed by accused. P33c is a counterfoil of a receipt dated 21-7-44 for Rs. 2,680.37. This purports to be the counterfoil of a receipt given to Thambiah also in regard to over-payment on rubble foundation. P33c is signed by accused. P33d is a counterfoil of some date of a receipt said to have been given to overseer Thurairajah for Rs. 898.58 in respect of over-payment regards rubble bottoming. P33e³⁰ is a similar counterfoil of receipt purported to have been issued to Kandasamy for amount Rs. 1,857.50. All amounts shown in the counterfoils total Rs. 6,224.03 which is the amount shown on P34. All these counterfoils are in my handwriting. They are all dated 21-7-44. They bear consecutive numbers. I remember writing the counterfoils. I wrote also the originals. I think I put the date correctly. I am not aware whether these amounts had been paid by the overseers. The accused gave me a chit giving the figures and the names of the overseers. Accused asked me to write out the receipts. The money was brought by accused. I saw the money in the hands of accused on this day. Shown P38. P38 is a⁴⁰ letter purporting to be a letter from D. A. Perera addressed to Executive Engineer dated 26-6-44. This letter was submitted to accused. He made an endorsement on it. The endorsement on P38 is in the handwriting of accused. The endorsement is dated 28-6-44. Now it is 4-30 p.m. Trial adjourned.

Signed. N. KRISHNADASEN,

12/11.

13-11-45.

Caspersz, accused, present. Appearances as before.

MR. CHELLIAH recalled, affirmed. Examination continued : Nil.

XXD. : In certain cases bill tendered for rubble bottoming has been reduced. In some of the claims the original amount for rubble bottoming has been reduced. In no cases was the amount increased. Accused wanted me to give him foils P33a to P33e and I gave them to him.

Re-examined : Nil.

Signed. N. KRISHNADASEN.

13/11.

10

H. K. MELSON affirmed, 31 years, Executive Engineer, Badulla. I joined the department in October, 1943. My first appointment was in the Head Office. From 6-3-44 I was attached to the Executive Engineer's Office, Trincomalie. I was not confirmed at that time. I was on probation. I was sent here to study the work under accused. 78th, 79th, 80th miles were improved. No rubble bottoming was done. I have been over this road when it was improved. Shown P9a and P9b. On P9a there is an item for rubble bottoming. I altered the figure 72 to 60 squares. I certified P9b for payment. I was aware that rubble bottoming had not been done. I was aware when I passed the bill that the statement was not correct. That item was false to my knowledge. P9a and P9b were submitted by Thambiah to me in the office. I think accused was on leave. After P9a and P9b were given to me I went down the road and inspected the items. I questioned the overseer. I did not see any sign of rubble bottoming at any time. I measured the portion of the road pointed by Thambiah. I found the quantities I obtained not tallying with the quantities shown in the bill. I made the necessary alterations. A week after this measurement I had been on the road. I measured the work in relation to this bill in the first week of April. I was on the road in the last part of March. I believed the overseer. The accused previous to this had spoken to me about this rubble bottoming. Accused spoke to me in the office about the rubble bottoming. Once before a bill with rubble bottoming was brought I mentioned to accused that no rubble bottoming was done. Accused asked me to reduce the quantities and pay as the rates were low and as the overseers had to overcome their difficulties. This talk was when I saw a bill with rubble bottoming for the first time. Shown P10b. In this too the rubble bottoming had been altered by me. This was altered after 30th April. Shown P12b. P12b was checked by me. I checked it after 15th May. P13b is also a measurement form. I checked P13b after 15th May. Shown P14b. The item in respect of rubble bottoming in this was altered by accused and initialled by him. The other items on P14b were checked by me. Before accused went on leave accused spoke to me about the rubble bottoming. After he returned from leave I told him that this was irregular and that I could not certify the items for rubble bottoming. I refused to certify and accused then showed me a letter from the Minister indicating that money was of second-

No. 8
Evidence
for the
prosecution
Chelliah,
Cross-
examination

No. 8
Melson,
Examination

No. 8
Evidence
for the
prosecution
Melson,
Examination
—continued.

ary importance. He told me that Mr. Leader asked him to do the work with little delay as possible. As accused was an experienced officer I thought he was telling me the right thing and I followed his instructions, to certify the item for rubble bottoming. I refused to sign for the rubble bottoming in P14b and accused had to sign for it. Accused saying that if you are frightened to sign P14b I will sign it, signed against this item.

No. 8
Melson,
Cross-
examination

XXD.: To my knowledge I have not been prosecuted for this offence. There was rumour to this effect. When I passed these bills I did not think that I was doing anything dishonest. To my knowledge there was no conspiracy between me and accused to cheat the Government for our 10 benefit. I started work in the second week of March, may be about 6th or 7th March. My duties were exclusively confined to the work on the Trincomalie-Batticaloa road. I have been over this road almost every day. I did not know that rubble bottoming was not intended to be done. Owing to labour difficulties there was considerable delay in completing this work. There was a strike by the labourers against the overseers and accused and I settled it. From the commencement the overseers were grumbling that they were losing. They complained that they were paying the labourers more than they were getting from the P. W. D. It was well known that the services and service contractors were paying Rs. 3.50 20 and Rs. 4 a day per labourer. Some of the P. W. D. labourers deserted the overseers and went over to the service contractors. P. W. D. overseers had to pay the labourers more to keep them to our work. Overseers took up the position that they could not continue unless the P. W. D. paid for their work at higher rates. I saw the copy of letter sent by the Minister. I did not know the rules and regulations to realise what I was doing was wrong. Normally I knew what I was doing was wrong. I should say that I considered it not wrong under these circumstances. I thought first that rubble bottoming had been done before I came. The first bill was for work done between 25th March to 31st March. I thought 30 that the work could have been done when I was not on the road. I did not say in the lower Court that case No. 1385 was filed against me. I did not get a summons in this case. There was only a rumour. The record in case 1385 was sent for when I gave evidence. I did not give the number of the case. I do not know whether accused was ill in hospital from 26th March to 7th April. Accused was on leave during this time. I was attending to accused's work during his absence. An arrangement was made with the overseers before 25th March that they should be paid for items of rubble bottoming to cover up their losses.

No. 8
Melson,
Re-
examination

Re-examined: I was not fully aware why the bills were prepared. 40 The bills were prepared to show how the money was spent. I expected that those who read the bills will believe that they were correct. On the first two occasions I did not think that I was deceiving anyone. I thought that accused was doing the correct thing.

To Court: Only on one occasion I measured to find out the work under rubble bottoming. Thambiah is the overseer who pointed a certain portion of the road and I measured it. In P10b I have altered 73 to 60,

Accused asked me to reduce 73 to 61. That is the reason why I reduced 73 to 61. Accused told me that the overseers will get more if this amount was not reduced. In all instances when I altered the quantities from one quantity to another it was because Mr. Caspersz asked me to do it. Before I altered it I showed it to accused and he told me to put a particular amount and I put it. I altered one bill during his absence. In P9a I altered 71 to 60 after measuring the road. I had doubts whether the overseer did it or not and I measured it.

No. 8
Evidence
for the
prosecution
Melson,
Re-
examination
—continued.

XXD. by Mr. Gratiaen with permission : The explanation I gave in the lower Court regarding the alteration in P9a is not correct.

No. 8
Melson,
Further
Cross-
examination

Signed. N. KRISHNADASEN.

K. THAMBIAH affirmed, Overseer, 32 years, Kuchchavely. In the early part of last year I did some work in the Batticaloa-Trincomalee road at the 80th milepost. Shown P6a and P6b. These were submitted by me. P6a has an item for rubble bottoming. No rubble bottoming was done. P6 is the voucher. I signed the receipt on P6 voucher. P24 is the cheque by which I was paid. I cashed the cheque at the Kachcheri. Shown P9a and P9b. These were submitted by me. They contain an item for rubble bottoming. No rubble bottoming was done. P9 is the voucher. P27 is the cheque by which I was paid. I cashed the cheque P10a and P10b were submitted by me. They contain item for rubble bottoming. No rubble bottoming was done. P10 is the voucher. I was paid by cheque P26. I cashed P26. P12a and P12b were submitted by me. They contain an item for rubble bottoming. No rubble bottoming was done. P12 is the voucher. I was paid by cheque P30. I cashed the cheque.

No. 8
Thambiah,
Examination

XXD. : Accused told me that this money had to be refunded. The Director and Mr. Kretser questioned me. I paid Rs. 2,680.37 to accused. This amount was paid to me as compensation under rubble bottoming. I had 175 labourers. I brought them from different parts of the Island. I had lot of trouble with them. Labourers demanded higher pay. I paid my labourers more than the P. W. D. paid me. I suffered losses. Some of the labourers deserted me. The Military contractors paid more than what was paid. I told accused that I could not carry on. Accused told me that the rates could not be altered. He said he will pay us out of the vote under rubble bottoming. I know Mr. Melson. When I gave him P9 he knew that no rubble bottoming was done. He did not measure the road to find the quantity.

No. 8
Thambiah,
Cross-
examination

Re.examined : I started work on the road at the end of February, 1944. When I was doing the work mentioned in P9 I told him I was suffering loss. I told him this week before I submitted bill P9 to him. First he told me that he will try to get the rate raised. Later he said that as it will take two or three months to have the rates raised he will pay me under the vote allotted for rubble bottoming. I refunded the money after the inquiry was held by D. P. W. I paid the money into the

No. 8
Thambiah,
Re-
examination

No. 8
Evidence
for the
prosecution
Thambiah,
Re-
examination
—continued.

hands of accused at the P. W. D. I paid the money to accused at 7 a.m. in the office. I do not know whether any clerks were present. The receipt bears the date on which I gave him the money.

To Court : Accused told me a week before I submitted P9 that he will pay me out of funds allotted under rubble bottoming. This was an individual arrangement between accused and me.

Sgd. N. KRISHNADASEN,
13/11.

No. 8
Kandasamy,
Examination

P 13 (b)

S. KANDASAMY, affirmed, 36 years, Overseer, Anuradhapura. Last year I did some work in the Batticaloa-Trincomalie road. P5 and P5a were 10 submitted by me. I signed P5b. I received cheque P23. I cashed P23. P13a and P6 were submitted by me. P13 is the voucher. I signed P13. I was paid by cheque P31. I cashed P31. P5 and P13a contain items of rubble bottoming. No rubble bottoming was done. For amounts due to us we were asked to include that item.

No. 8
Kandasamy,
Cross-
examination

XXD. : I am a registered overseer. I work under Mr. Kretser. I made a statement to him. My post is pensionable. I am now promoted as town overseer, Anuradhapura. The Executive Engineer, Anuradhapura, recommended me for my new post. I am now overseer for 12 years. I was working at Mihintale during this time. The Superintending Engineer 20 asked the Executive Engineer and the Executive Engineer asked me to go to Trincomalie. When I came I found that the labourers had to be paid more than what was paid by Government. I found that I had to pay Rs. 3 or Rs. 4 for a labourer. We were not paid on check-roll for the labourers we employed. We did the work on contract. We were paid on contract rates for the work done. We take the contract basing the contract amount on the amount we had to pay the labourers. I told accused of the loss. We were losing every week. As ordered we did the work. I would not have gone on indefinitely losing. Though I had men some of my labourers left. They go away because they do less work and 30 they are paid better. If I had not been paid my losses my labourers would have left and the work would not have been done. After inquiry by D. P. W. accused asked me to refund the money. I can't say when accused asked me for the money. I can't say when I paid him. He gave me a receipt later.

No. 8
Kandasamy,
Re-
examination

Re-examined : I refunded all the money paid to me under rubble bottoming. D. P. W. asked me to refund the amounts received under rubble bottoming and I refunded same. I think the rates sanctioned by Government was under Rs. 2. Shown P13a. In P13a I have shown the rate for loading and unloading rubble at Rs. 2.50 per day. I would have 40 used unskilled labourers to load and unload rubble.

To Court : I do not know the rates paid by Government. The rates are fixed by Government for the type of work done. The rates are for squares or for cubes. Generally we make profit by doing work for the P. W. D.

Sgd. N. KRISHNADASAN.
13/11.

K. THURAIRAJAH, affirmed, 39 years, Overseer, Horapatana. In the early part of 1944 I did work on the Batticaloa-Trincomalie road. P11a and P11b were submitted by me. P11 is the voucher in respect of that bill. I was paid by cheque P29. I cashed P29. P14a and P14b were submitted by me. P14 is the voucher. I was paid by cheque P32. I cashed P32. Bills P11a and P14a contain items of rubble bottoming. No rubble bottoming was done.

No. 8
Evidence
for the
prosecution
Thurairajah,
Examination

XXD. : I am overseer for 14 years. I am a registered overseer. I was questioned by the D. P. W. and Mr. Kretser. I am still under P. W. D. I refunded the total amount I received under rubble bottoming. I did not get a receipt for the payment on the same day I paid. My normal duties were at Horepatana. At Horepatana I was able to do my work at the Government rates. Sometimes I made money. Sometimes I lost money. We did not work to lose money. I brought 35 labourers. Before I came I knew that the conditions in Trincomalie were very bad. I knew that the services were paying more. The Executive Engineer said that I should go. I came in May, 1944. I started on 27th or 28th May. No, I came in March, 1944. Bills are presented weekly. Previous to P11 I had presented other bills. I think I lost in the work I did earlier. In previous bills I did not include rubble bottoming. I paid my labourers Rs. 3 a day. I was not able to do this work without incurring loss. I lost for a week. I told accused that I cannot carry on. I found I could not do the work at Government rates. I demanded that some payment should be made to compensate. Accused agreed to compensate. He said that he will see that we did not incur loss. He asked us to put our loss under the head of rubble bottom.

No. 8
Thurairajah,
Cross-
examination

Re-examined : Nil.

Sgd. N. KRISHNADASAN.

13/11.

D. A. PERERA sworn, 33 years, Overseer, Walahapitiya, Chilaw District. Last year I did work in the Trincomalie-Batticaloa road. I submitted P7a and P7b. P7a has an alleged item of rubble bottoming. No rubble bottoming was done. I signed P7. I was paid by cheque P25. I cashed P25 at the Kachcheri. Shown P38. P38 is a letter written by me through Executive Engineer, Chilaw. I sent the letter to accused.

No. 8
Perera,
Examination

XXD.: I am a registered overseer. In March, 1944, I was working in Chilaw District. I was working at Government rates which left me a fair margin of profit. I was asked to go to Trincomalie. I came with 18 or 20 labourers. Before I came I knew the conditions prevailing in Trincomalie. I knew that the services were paying more. I told the Executive Engineer, Chilaw, that I was not willing to go. I received letter D2. I thought I will be dismissed if I did not go. My metal-breakers wanted advances. I came to work in Trincomalie on 8th May. I did not know when I came to work that I will lose in the work I did in Trincomalie. When I did the work I found that I was losing. I brought them to do metal breaking. No metal breaking was done. They did not work and

No. 8
Perera,
Cross-
examination

No. 8
Evidence
for the
prosecution
Perera,
Cross-
examination
—continued.

I paid them four rupees. I could not carry on. I might have stopped work if I was not paid more. I was asked to include items of rubble bottoming. There was no agreement to share this with accused. I told Mr. Kretser what I now said. I was asked to refund the monies I drew for rubble bottoming. I flatly refused. I said I could not refund as I had suffered loss. I am expecting a promotion next year. I have not been punished in any way.

No. 8
Perera,
Re-
examination

Re-examined : I was asked to persuade metal breakers to go to Trincomalie. I took metal breakers. My labourers were not given metal breaking. They were asked to put huts and do other miscellaneous work. 10 Metal workers are skilled labourers. I promised to pay them Rs. 18 for a cube of metal broken by them. I did not expect to lose if I paid them at the rate of Rs. 18 a cube of metal.

Sgd. N. KRISHNADASAN.

No. 8
Amara-
singhe,
Examination

DON VICTOR AMARASINGHE, sworn, 42 years, Overseer, Nattandiya. In May last year I did work in the Batticaloa-Trincomalie road. I submitted P8a and P8b. They contained an item for rubble bottoming. I signed P8. I was paid by cheque P26. I endorsed P26 and cashed it.

No. 8
Amara-
singhe,
Cross-
examination

XXD. : I started work on 10th May, 1944. Within 5 days after my arrival accused handed the work to Mr. Gunasekera. We came to Trincomalie to break metal. We were not given that work. We suffered owing to that. In Chilaw I paid my labourers Rs. 2.50. In Trincomalie I paid Rs. 4. If I did not pay my labourers would have left. I found that I had to pay more in Trincomalie for my metal breakers. Accused agreed to compensate me by agreeing to allow me to insert an item under rubble bottoming. I did not get all my loss. Mr. Gunasekera too did not give me any work of metal breaking. I was asked to refund. I refused to refund. I am still employed by Government. I am not a registered overseer. I made my statement to the D. P. W. and to Mr. Kretser.

To Court : In all I worked in Trincomalie for 2 weeks. The labourers 30 fell sick and I went away. Accused asked me to include item rubble bottoming, two days before I gave him the bill.

Sgd. N. KRISHNADASAN.

Mr. Gunasekera reads the statement of accused and closes his case. He says that he is tendering Mr. F. H. S. Gunasekera for cross-examination. Mr. Gratiaen states that he does not wish to cross-examine Mr. Gunasekera.

Sgd. N. KRISHNADASAN.
13/12.

Mr. Gratiaen says he is calling no evidence. He says he is putting in evidence document D2.

Sgd. N. KRISHNADASAN. 40
13/11.

Mr. Gunasekera addresses me. Mr. Gratiaen addresses me and cites :
All-India Reports 1940, Madras, page 329 to page 336. Ratnalal 1936
Edition, page 57. Archibald's Criminal pleadings, page 59.

No. 8
Evidence
for the
prosecution
Amara-
singhe,
Cross-
examination
—continued.

Sgd. N. KRISHNADASAN.
13/11.

No. 8a.

Verdict of the District Court, Trincomalie.

No. 8a
Verdict of
the District
Court,
Trincomalie
18-11-45

I find accused guilty of criminal misappropriation under section 392
of the Penal Code.

10

Sgd. N. KRISHNADASAN.
13/11.

No. 9.

Statement of Accused.

At this stage Mr. Gratiaen asked permission to call accused to give
evidence in mitigation of sentence.

Intd. N. K.

A. J. E. CASPERSZ, sworn, 45 years. I am the accused. I swear
that I did not take one single cent of the money which was paid to the
overseers for item described as rubble bottom. Three of the overseers
refunded the money. Two did not. I paid the money. The other two
overseers did not pay. I swear that the statement I made to Mr. Bradley
as to the purpose for which I made this payment is true.

No. 9
Statement
of Accused
18-11-45

XXD. : Nil.

Sgd. N. KRISHNADASAN.
13/11.

Mr. Gratiaen addresses me again.

Sgd. N. KRISHNADASAN.
13/11.

As the money has been refunded I sentence accused to 6 months
rigorous imprisonment.

Sgd. N. KRISHNADASAN,
13/11.

In the event of appeal I order accused to give bail in 1000/1000.

Sgd. N. KRISHNADASAN,
13/11.

Judgment and Sentence passed by the District Court.

The accused is charged with having committed criminal breach of trust in respect of property over which he had dominion in his capacity as a public servant. Monies were deposited by the Director of Public Works to the credit of the account of the Executive Engineer, Trincomalie, in the Trincomalie Branch of the Ceylon Bank, and accused was permitted to operate on this account to pay for work done for the P. W. D. at Trincomalie. At the request of the Commander-in-Chief the 78th, the 79th, the 80th mile portions of the Batticaloa-Trincomalie road were improved by 10 the P. W. D. This work was considered very urgent and very important and it was started before estimates were prepared. The estimates were prepared by accused and it included anticipated expenditure of some fifteen thousand rupees for rubble bottoming. The estimate prepared is produced marked P1. The P. W. D. had their standard rates, the overseers did the work under the supervision of the accused and the accused paid the overseers for the work done by them. Before payment was made the overseers submitted their bills along with a measurement form which showed the quantities of the different type of works done by the overseers. The accused, as the Executive Engineer checked the bills and checked the 20 measurements and passed them on to his office for his chief clerk to prepare the voucher and the cheque. The cheques were drawn on the Trincomalie Branch of the Ceylon Bank. They were signed by accused and given in payment to the overseers. Though the estimate included anticipated expenditure on rubble bottoming, no rubble bottoming was at any time done. Some of the bills and measurements submitted by the overseers included items of rubble bottoming. These bills and measurements were checked and passed by accused, and accused paid overseers for rubble bottoming which was never done. The defence did not deny that the accused made payments for items of work that were never done. 30 But submitted that these payments were made under this guise, to cover up the losses incurred by the overseers. The work on the road did not proceed as fast as it was wanted. The labour situation in Trincomalie at this time was very acute. The Executive Engineers of other towns had prevailed upon their overseers to proceed to Trincomalie with their men to do work on threat of dismissal. The statements made by accused to Mr. Kretser the Superintending Engineer and Mr. Bradley the Director of Public Works were put in evidence. The statement made to Mr. Bradley is marked P22. The overseers called by the prosecution to prove the case against the accused said that they complained to accused of 40 losses incurred by them in doing this work and that accused asked them to put these amounts lost, under the fictitious item of rubble bottoming. On being questioned by Mr. Bradley accused told him that Mr. Leader the Additional Deputy Director of Public Works had told him to do the work as quickly as possible by paying "anything and anyhow" and that he gave him a *Carte Blanc* over it and that he allowed the fictitious items

of rubble bottoming to be included in the bills to enable the contractors to cover up their losses. The defence relies on the statements made by accused and on the evidence of the overseers to show that accused had no dishonest intentions when he made these payments. Mr. Kretser had given evidence about the conversation between Mr. Leader and accused. He said that as far as he could recollect, accused during his conversation with Mr. Leader pressed for increased rates, and that Mr. Leader increased them by one hundred per cent., and told him that he will confirm it. He also said that it was only in Trincomalie that the rates were increased by 100 %. He denied that Mr. Leader allowed accused an absolutely free hand in spending public money entrusted to him. Mr. de Kretser added that Mr. Leader later confirmed the 100 % increase. There is no reason why I should reject the evidence of Mr. de Kretser. The quantities relating to rubble bottoming shown in some measurement forms, e.g. P5a, P6a, P9a, P12b, P14b have been altered by accused or his assistant, Mr. Melson, after their check. Mr. Melson said that he reduced the quantities slightly in these measurement forms on the suggestion of accused. He was not able to give a satisfactory explanation as to why these quantities which were never done, were altered. These alterations would not have been made without a purpose. One view is that accused thought that the overseers were charging too much as losses and reduced it. Another view is that accused tried to impress upon the head office and the Audit to whom these bills and forms will be forwarded, the genuineness of these items of rubble bottoming. There is no evidence that the amount of loss incurred was agreed between accused and his overseers. No method has been mentioned how these losses were assessed. The overseers only said that accused asked them to include their losses in their bills and that they put them under rubble bottoming. I am constrained to adopt the latter view that the alterations were effected to impress that these items were genuine. If the overseers paid increased rates it would normally be an all-round increase by all the overseers. If I noticed that the amounts paid for rubble bottoming bore a certain proportion to the total amount in the bill I would have been inclined to accept the explanation given by accused. The proportions in bills P5a, P6a, P7a, P8a, P9a, P11a, P12b, P14b are as 3360/936, 4083/1471, 844/482, 541/304, 2942/445, 3283/518, 2878/306, 1710/390. I am unable to find even a very rough relationship between the alleged losses and the amounts expended on the whole work during the relevant period. Overseer Amerasinghe said that this work was given in charge of Engineer Gunasekera five days after his overseer's arrival. He started work on 10th May, 1944. The bill P8a is for work done by him from 9th May to 15th May. He said that he came from Natandiya to do metal breaking and as that work was not given to him he suffered loss and that two days before he submitted the bill accused asked him to show the loss as rubble bottoming and that he did so. The total bill is for Rs. 541 and the alleged loss is Rs. 304. Perera, another overseer, said that he brought 18 or 20 men from Chilaw to do metal breaking and that as his men were not given metal breaking and asked to put up huts, he suffered loss, and that he would not have suffered loss

No. 10
Judgment
and Sentence
passed by
the District
Court
13-11-45
—continued.

P 12(a)

No. 10
Judgment
and Sentence
passed by
the District
Court
13-11-45
—continued.

if he had been given metal breaking. His bill P7a is for period 9th to 15th May. The total bill is for Rs. 844.70 and the alleged loss is Rs. 482.95. The evidence of these witnesses is in my opinion artificial and false. If my view that there had been dishonest intention on the part of the accused is correct Mr. Melson his assistant and the overseers are accomplices to the offence committed by accused. A case has already been filed against Mr. Melson and he is now an accused in some pending case connected with the same transaction. I do not think I should attach importance to the evidence of Mr. Melson or the overseers either for or against accused. This case should be decided on the admission of the accused and on the 10 documents before me. Mr. Gratiaen who appeared for accused very forcibly urged that as the Crown did not challenge the explanation given by accused I should accept the statements made by accused and the evidence given by the overseers as true. I do not know whether the absence of any challenge by the Crown amounts to an admission by the Crown that the statements of accused are true. Whatever it may be I am of opinion that I should come to a conclusion, after hearing all the evidence and all the views, whether accused had the guilty intention when he made payments for work not done. I am forced to come to the conclusion that accused criminally misappropriated funds entrusted to him as a public 20 servant. I find him guilty under Section 392. The money had been refunded. I find it difficult to accept the evidence that these monies had been refunded by the overseers.

Sgd. N. KRISHNADASAN.

13/11/45.

14/11/45.

Appeal notice issued on the Attorney-General returnable forthwith.

Conviction when the Punishment is by Imprisonment.

IN THE DISTRICT COURT OF TRINCOMALIE.

On the 13th day of November, 1945, at Trincomalie, within the 30 jurisdiction of the said Court, A. J. E. G. Caspersz of Trincomalie, presently of Dehiwela, is convicted before the undersigned, Judge of the said Court, for that he the said A. J. E. G. Caspersz did between 10th April, 1944, and 19th May, 1944, at Trincomalie, within the jurisdiction of the said Court, being entrusted in his capacity as a public servant, to wit, Executive Engineer, Public Works Department, Trincomalie, with dominion over property, to wit, money for the purpose of payment to overseers for rubble bottoming laid down at the 78th, 79th and 80th mileposts on the Trincomalie-Batticaloa road, commit criminal breach of trust in respect of the sum of Rs. 6,218.48 out of the said money and committed 40 an offence punishable under section 392 of the Penal Code, and I sentence

the said A. J. E. G. Caspersz for his said offence to undergo rigorous imprisonment for a space of six months.

The following are the reasons for my decision.

(*vide* Judgment)

Pronounced in open Court this 13th day of November, 1945, and at the same time signed by me and explained to the accused A. J. E. G. Caspersz.

No. 10
Judgment
and Sentence
passed by
the District
Court
13-11-45
—*continued.*

Sgd. N. KRISHNADASAN,
Additional District Judge.

10

No. 11.

Petition of Appeal to the Supreme Court.

IN THE SUPREME COURT OF THE ISLAND OF CEYLON.

M. C. Trincomalie 1384/D. C. (Criminal) Trincomalie No. 293.

THE KING

vs.

A. J. E. G. CASPERSZ *Accused-Appellant.*

On this 13th November, 1945.

To

**HIS LORDSHIP THE CHIEF JUSTICE AND THE OTHER JUDGES OF THE
SUPREME COURT OF THE ISLAND OF CEYLON.**

The Petition of Appeal of the accused-appellant abovenamed appearing by D. Rajaratnam his Proctor, states as follows :—

1. Your Lordships' petitioner was charged in the District Court of Trincomalie with having committed criminal breach of trust in a sum of Rs. 6,218.48.

2. After trial the learned District Judge of Trincomalie informed the accused-appellant that he convicted him of the offence of criminal misappropriation and sentenced him to a term of six months' rigorous imprisonment.

30 3. Being aggrieved by the said conviction and sentence the accused-appellant begs to appeal to Your Lordships' Court on the following amongst other grounds that may be urged by Counsel at the hearing of this appeal :—

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

No. 11
Petition of
Appeal to
the
Supreme
Court
13-11-45

No. 11
Petition of
Appeal to
the
Supreme
Court
18-11-45
—continued.

(b) There is no evidence to support the conviction for misappropriation ;

(c) It was not the case for the Crown that the accused appropriated any moneys himself ;

(d) The element of dishonesty has not been established ;

(e) The particulars alleged in the indictment have not been proved ;

(f) The sentence is excessive.

WHEREFORE the accused-appellant prays that Your Lordships' Court be pleased to set aside the conviction and sentence and grant such other and further relief as to Your Lordships' Court shall seem meet. 10

Signed. A. J. E. G. CASPERSZ,
Accused-Appellant.

Drawn by me :

Sgd. D. RAJARATNAM,
Proctor for Accused-Appellant.

No. 12.

Affidavit of Accused filed in the Supreme Court.

IN THE SUPREME COURT OF THE ISLAND OF CEYLON.

M. C. Trincomalie 1384/D. C. Trincomalie 293/S. C. 129.

THE KING

20

vs.

A. J. E. G. CASPERSZ of Dehiwela, accused.

I, Andrew James Ernest Gerald Caspersz of Dehiwala, being a Christian, do hereby make oath and say as follows :—

1. I am the accused abovenamed.

2. Non-summary proceedings in this case were taken by the Magistrate, Mr. P. Sri Skandarajah, who is also the District Judge of Trincomalie, and after inquiry I was committed by the said Magistrate to stand my trial before the Supreme Court Sessions at Batticaloa.

3. The Attorney-General, however, varied the order of committal to the Supreme Court and directed that the case be tried before the District Court of Trincomalie.

4. Mr. N. Krishnadasan, District Judge of Anuradhapura, was specially gazetted to try this case at Trincomalie.

5. The trial commenced at Trincomalie on the 12th November, 1945, before Mr. N. Krishnadasan. On this date Mr. Sri Skandarajah was on leave and I am credibly informed that he was away from Trincomalie.

No. 12
Affidavit
of Accused
filed in the
Supreme
Court
28-2-46
—continued.

6. The trial continued on 13th November, 1945, on which date Mr. Sri Skandarajah was back from leave. At about 11 a.m. on that day while the trial was proceeding Mr. Sri Skandarajah having apparently finished his Court work early, came on the Bench and sat next to the trial Judge, Mr. Krishnadasan, and continued to remain there up to the luncheon interval. When the Court resumed after the luncheon interval
10 Mr. Sri Skandarajah again came on the Bench and continued to remain next to the trial Judge until my counsel, Mr. E. F. N. Gratiaen, Advocate, closed his address at about 2-45 p.m.

7. At one stage of my counsel's address at the trial when he was referring to and commenting on the Indictment, Mr. Sri Skandarajah picked up the record and handed it back to the trial Judge pointing out something therein.

8. I verily and truly believe that the presence of Mr. Sri Skandarajah on the Bench and his apparent participation in the proceedings have been seriously prejudicial to my interests at the trial.

20 Signed and sworn to at Colombo
on this 28th day of February, 1946 : Before me :

Sgd. E. G. CASPERSZ.

Sgd. D. A. LIYANAGE,
Magistrate.

No. 13.

Judgment of the Supreme Court.

S. C. No. 129/D. C. (Criminal) Trincomalie 293/M. C. 1384.

Present : CANNON, J. & CANEKERATNE, J.

Counsel : H. V. PERERA, K.C., with N. RAJARATNAM, for accused-appellant.

30 *H. H. BASNAYAKE, Acting Attorney-General, with R. A. KANNANGARA, C. C., for the Crown.*

Argued and decided on : 5th, 6th and 7th March, 1946.

CANNON, J.

The appellant was charged under section 392 of the Penal Code that between 10th April and 19th May, 1944, at Trincomalie, he being entrusted in his capacity as a public servant, namely, Executive Engineer, Public Works Department, Trincomalie, with dominion over property, to wit,

No. 13
Judgment
of the
Supreme
Court
7-3-46

No. 13
Judgment
of the
Supreme
Court
7-3-46
—continued.

money for the purpose of payment to overseers for rubble bottoming laid down at the 78th, 79th and 80th mileposts on the Trincomalie-Batticaloa road, committed criminal breach of trust in respect of the sum of Rs. 6,218.48 out of the said money. Evidence was led giving particulars of the accused's position and that in January or February, 1944, he was required to make an estimate for the construction of the road mentioned. This estimate he made for Rs. 100,000 which included an item of Rs. 15,000 for rubble bottoming. The estimate was approved, and in fact the work was begun before the estimate was approved, on account of urgency, as the road was required for military purposes. Contractors called "over-10
seers" contracted to work on the road at certain rates, but the accused overpaid them because they represented to him that they were sustaining losses and could not carry on without compensation and he told them that they should put their losses under the fictitious heading of "rubble bottoming", the rubble bottoming having been omitted from the work. It was understood that he would be unable to get the increased amounts without undue delay if at all.

The defence did not contest these irregular payments or that they were made under those circumstances, but the defence relied on an explanation which had been given by the accused to his superior officer when 20 he began an investigation on or about the 28th of May. In this explanation the accused admitted that he had made irregular payments of the amounts mentioned in the charge but said that he had done so on account of an emergency which had arisen and to avoid undue delay in the work which would be caused by applying for and obtaining the required additional funds. He said that when he was instructed to supervise the work he was threatened with dismissal by the Commander-in-Chief if it were not done expeditiously, and he was further informed that the Minister of Communications had said that cost was of secondary importance in this particular matter. Further to show the urgency of the matter he said 30 that the Director of Public Works had authorised a one hundred per cent. increase in wage rates for labourers instead of the fifty per cent. which had been given over the rest of the Island. In spite of this, however, the overseers met with labour difficulties and complained that they were sustaining loss for which they demanded compensation, adding that without it they would be unable to carry on with the work. These losses he said were sustained by them in the cost of labour, recruiting labour, food, living costs, advances and desertions, the daily expense of keeping labourers on the site of the works and many other overhead charges. He felt that he must meet their demands at once and in order to do so resorted to the 40 approval of a fictitious entry in the place of expenditure for rubble bottoming which was not in fact done. The defence further relied on the cross-examination of the witnesses for the Crown, which elicited from the P. W.D. officials' evidence about the urgency of the work and the Minister of Communication's letter directing that cost would be regarded as of secondary importance, and further that there were labour difficulties and that disproportionate rates of wages were being paid in the Trincomalie area. The defence also elicited from five overseers who gave evidence

that they were paid the money under the fictitious entry and that they had incurred loss for which the money was compensation. The accused was not called to give any further explanation of the matter and the District Judge convicted him and sentenced him to six months' imprisonment.

No. 18
Judgment
of the
Supreme
Court
7-3-46
—continued.

For the appellant Mr. Perera submits that the amount mentioned in the charge was not ear-marked for the construction of this road and therefore the conviction is wrong. There does not seem to be any clear evidence that the amount was ear-marked for the road, but if it was not there is
10 evidence that there was money placed by the Government at the Bank at the disposal of the accused for meeting the cost of public works of which he had the supervision, and undoubtedly this road constituted part of those public works. I do not think, therefore, that there is substance in that contention. It was further submitted that the District Judge in his judgment had mentioned that he had come to the conclusion that the accused had criminally "misappropriated" the funds. Technically, there was no "misappropriation" of funds and therefore the District Judge's finding was unsupported by the evidence. I think the District Judge used the word "misappropriation" in order to express his meaning that the
20 accused had misapplied these funds, and that is borne out by the fact that the District Judge immediately after making that remark proceeds to say "I find him guilty under section 392" which is the charge in the indictment. Mr. Perera further contends that the evidence given by the Crown witnesses, coupled with the accused's explanation, shows that the breach of trust was not dishonest because the overseers state that the money was paid for work which was in fact done. He emphasises the circumstance in which he submits the accused was placed, namely, his mental state in view of the position of urgency with which he was faced and his fear of dismissal if there was any delay; that he had received an
30 ultimatum from the overseers and therefore delay would have been inevitable unless he had paid them as he did; that the accused had therefore been actuated by the paramount importance of the work, the ultimatum of the overseers, and his fear of inevitable delay if the compensation demanded by the overseers was not immediately paid to them. It therefore becomes necessary to discuss the meaning of the word "dishonest" according to the Penal Code, and it appears to have nothing to do with probity. Section 22 of the Penal Code defines "Dishonesty" as follows: "Whoever does anything with an intention of causing wrongful gain to one person or wrongful loss to another is said to do that thing dishonestly".
40 The words "wrongful gain" and "wrongful loss" are explained by section 21 which reads:—

(1) Wrongful gain is gain by unlawful means of property to which the person gaining is not legally entitled.

(2) Wrongful loss is the loss by unlawful means of property to which the person losing it is legally entitled.

No. 13
Judgment
of the
Supreme
Court
7-3-46
—continued.

The issue then is : Did the accused, when he authorised this payment under a fictitious head to the overseers, intend to cause wrongful gain to the overseers or wrongful loss to the Government ? This view of the meaning of "dishonesty" in the section is held in India and was adopted in All-India Reports 1944, Calcutta, page 92. One must, I think, judge a person's intention from what he does and what must appear to him at the time as the natural consequences of his act. It seems to me, therefore, that there can be no doubt that the accused knew quite well that by so acting he was causing wrongful gain to the overseers and wrongful loss to the Government. As regards his state of mind, his explanation that the delay 10 was inevitable and the submissions made about that, it is to be observed that the documentary evidence shows that the Government was taking a keen and active interest in the construction of this road and that the Minister of Communication wrote that cost in regard to its construction was to be regarded as of secondary importance. This should, it seems to me, have indicated to the accused that any application by him for the immediate sanction of necessary increases would have been sympathetically received and quickly dealt with. There is, further, the fact that the Government was requiring from him fortnightly reports on the progress of this work and in one column of the report forms there was a special 20 head "Explanation for delay". Again, it would seem natural for the accused to have put in that column something about these demands of the overseers, but I have examined all these fortnightly reports and nothing of that nature appears in that column. He also knew that Mr. Leader, the then Director of Works, had without any difficulty or delay granted him, in a personal interview, sanction for the one hundred per cent. increase which I have already mentioned. Another point is the lack of intelligence that is conveyed about the amounts, and I think the District Judge is correct when he remarks "I am unable to find even a very rough relationship between the alleged losses and the amounts expended on the whole 30 work during the relevant period". The amounts, too, were large being sums of Rs. 400, Rs. 800, Rs. 1,000, etc., and here again there is not in the evidence, either oral or documentary, anything to show how these amounts of alleged losses were computed, or whether they were checked at all by the accused.

I have been impressed by Mr. Perera's argument that the overseers' evidence that they were genuine losses and were treated as such by the accused is evidence to show that the accused was actuated by a motive of duty, but when one comes to consider the documentary evidence in the case, namely, the Minister's letter, the fortnightly reports and the figures, 40 together with the fact that there is no evidence that the accused consulted any of his superior officers about them or made any report to them on the matter until the investigation was begun, this documentary and oral evidence leads me to the conclusion that the overseers' evidence does not rebut the inference of intention by the accused. The documentary evid-

ence indicates to me that the accused had no reasonable ground to fear undue delay, and if in fact he did fear undue delay, he took no reasonable steps to counteract it. In fact the evidence I have mentioned appears to me to be *prima facie* evidence that he was not acting *bona fide*. For these reasons we are unable to disturb the order of the District Judge convicting the accused.

No. 13
Judgment
of the
Supreme
Court
7-3-46
—continued.

Mr. Perera has, however, addressed us on the question of sentence which was one of six months' imprisonment and submitted that this is not a case where a sentence of imprisonment should be imposed without
10 the option of a fine. It seems to me that if it were a case for imprisonment the sentence passed is inadequate, but I agree that in the particular circumstances the accused should be given the option of a financial penalty for these among other reasons. He has attained from the ranks the high and responsible position of Executive Engineer and has served the State in the Public Works Department for some 29 years without complaint. He is 45 years of age and has a family of five, and unlike what one might say the ordinary person he is likely to lose his pension rights. Moreover I expect that he will be dismissed from the service. These consequences
20 then are in my opinion sufficient punishment without adding that of incarceration. And further the Crown has in fact suffered no loss because the money has been refunded. For the sentence of imprisonment I substitute a fine of Rs. 500 and imprisonment till the rising of the Court. If the fine is not paid within one month the sentence will stand.

The accused has filed an affidavit in which he says that the Magistrate who committed him for trial sat on the Bench with the District Judge during the trial and had some communication with the District Judge about the indictment. He complains that he was thereby prejudiced. The point of prejudice is not pressed by his Counsel, but it is submitted that it is undesirable for a committing Magistrate to sit at the trial on the
30 Bench when the Judge is the Judge of fact as well as of law as he was in this case. I agree with that opinion.

Sgd. G. H. F. CANNON.

J.

CANEKERATNE, J.

I agree.

Sgd. A. R. H. CANEKERATNE,
Puisne Justice.

No. 14
Decree
of the
Supreme
Court
7-3-46

No. 14.

Decree of the Supreme Court.

No. 129 (D. C. Cril.)/1945.

GEORGE THE SIXTH, BY THE GRACE OF GOD OF GREAT BRITAIN,
IRELAND AND THE BRITISH DOMINIONS BEYOND THE SEAS, KING,
DEFENDER OF THE FAITH, EMPEROR OF INDIA.

IN THE SUPREME COURT OF THE ISLAND OF CEYLON.

THE KING *Complainant & Respondent.*

vs.

A. J. E. G. CASPERSZ.....*Accused & Appellant.* 10

Case No. 293. In the District Court of Trincomalie.

Counsel for Appellant : MR. ADVOCATE H. V. PERERA, K.C., with N.
RAJARATNAM.

Counsel for Respondent : MR. ADVOCATE H. H. BASNAYAKE, Acting
Attorney-General, with R. A. KANNANGARA, Crown Counsel.

This case having come before the Hon. Mr. Justice Cannon and the
Hon. Mr. A. R. H. Canekeratne, K.C., Puisne Justices of this Court. for
hearing and determination on the 5th, 6th and 7th March, 1946.

It is considered and adjudged that the conviction of the accused by
the District Court of Trincomalie dated the 13th November, 1945, be and 20
the same is hereby affirmed, but the sentence of imprisonment is set aside
and a fine of Rs. 500 is substituted therefor and imprisonment till the
rising of the Court. If the fine is not paid the sentence of imprisonment
imposed by the District Judge do stand.

The annexed are the reasons for the above order.

Witness the Hon. Sir John Curtois Howard, Kt., K.C., Chief Justice,
at Colombo, the 7th day of March, in the year of our Lord One thousand
Nine hundred and Forty-six, and of Our Reign the Tenth.

Sgd. J. B. JAYASEKERE.

Dy. Registrar. S. C. 30

No. 15.

No. 15
Accused
Serves his
Sentence
30-3-46

Accused Serves his Sentence.

30/3/46.

Accused appears.

Supreme Court decision communicated to him.

He pays the fine. He serves the sentence of imprisonment till rising
of Court.

Sgd. SRI SKANDARAJAH,

District Judge.

30/3/46,

King's Order granting Special Leave to Appeal.
AT THE COURT AT BUCKINGHAM PALACE.

No. 16
King's
Order
granting
Special
Leave to
Appeal
21-12-46

The 21st day of December, 1946.

Present :

THE KING'S MOST EXCELLENT MAJESTY

LORD PRESIDENT
EARL OF LISTOWEL

MR. ALEXANDER
SIR ALAN LASCELLES

WHEREAS there was this day read at the Board a Report from the
10 Judicial Committee of the Privy Council dated the 4th day of December,
1946, in the words following, viz. :—

“ 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 Andrew James Ernest
Gerald Caspersz in the matter of an Appeal from the Supreme Court of the
Island of Ceylon between the Petitioner-Appellant and Your Majesty
Respondent setting forth (amongst other matters) : that the petitioner
prays for special leave to appeal against a judgment of the Supreme Court
dated the 7th March, 1946, dismissing (but with variation of sentence)
20 an appeal from a judgment of the District Court of Trincomalie dated
the 13th November, 1945, by which the petitioner was found guilty and
convicted of the offence of criminal breach of trust under Sections
388/392 of the Ceylon Penal Code and sentenced to six months' rigorous
imprisonment ; that the sentence of imprisonment was set aside by the
Supreme Court and a fine of Rs. 500 and imprisonment until the rising of
the Court substituted therefor ; that the petitioner has paid the fine ; that
the main question is whether a conviction for criminal breach of trust
under Sections 388/392 of the Code should be allowed to stand where in
the Courts below the prosecution has not challenged and on its own
30 evidence could not challenge the probity of the accused ? That the peti-
tioner was in January or February, 1944, instructed to prepare an estimate
in respect of improvements of certain sections of the Trincomalie-Batticaloa
road which the Commander-in-Chief wanted effected at great speed : that
the petitioner drew up the estimate as quickly as he could including in it
the cost of ' rubble bottoming ' which at that stage he thought might be
desirable : that the petitioner's estimate of the cost of the improvement
ran to Rs. 112,500 and was sanctioned ; that the petitioner instructed
certain registered overseers to carry out the various operations involved
with a minimum of delay : that at about the end of February or the
40 beginning of March, 1944, the Public Works Department authorised an

No. 16
King's
Order
granting
Special
Leave to
Appeal
21-12-46
—continued.

increase of 100 per cent. in the rates it had hitherto paid : that in March, 1944, the Minister of Communications and Works informed the Director of Public Works ' that the cost of the work on the roads in question is to be regarded as of secondary importance to that of expeditious completion ' : that meanwhile the increased rates of pay had not proved sufficiently attractive and the overseers were finding it difficult either to recruit any fresh labourers or to retain those whom they had recruited : that in these circumstances the petitioner suggested to the overseers that they should continue to work at top pressure with all the labour that they had or that they could get and that each of them should reimburse himself for losses 10 sustained by the payment of higher wages and prices by inserting in his ' bill ' the amount of his loss as ' rubble bottoming ' which process it had been decided to abandon : that the overseers acted on this suggestion and the petitioner does not dispute that on his authority the compensatory sums were paid out to them from Government funds : that his plea was that he had acted in good faith and that by the payment of such sums he had not caused any ' wrongful gain ' to the overseers nor any ' wrongful loss ' to the Government : that the petitioner submits that it was vitally necessary for the prosecution to prove that he had acted ' dishonestly ' and this it has not done : And humbly praying Your Majesty in Council 20 to grant the petitioner special leave to appeal against the judgment of the Supreme Court dated the 7th March, 1946, and for such further or other relief as to Your Majesty in Council may seem meet :

" 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 and in opposition thereto 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 against the judgment of the Supreme Court of the Island of Ceylon dated the 7th day of March, 1946. . 30

" And Their Lordships do further report to Your Majesty that the proper officer of the said Supreme Court ought to be directed to transmit to the Registrar of the Privy Council without delay an authenticated copy under seal of the Record proper to be laid before Your Majesty on the hearing of the Appeal upon payment by the petitioner of the usual fees for the same."

HIS MAJESTY having taken the said Report into consideration was pleased by and with the advice of His Privy Council to approve thereof and to order as it is hereby ordered that the same be punctually observed obeyed and carried into execution. 40

Whereof the Governor or Officer Administering the Government of the Island of Ceylon and its Dependencies for the time being and all other persons whom it may concern are to take notice and govern themselves accordingly.

Sgd.

No. P 1. Estimate.

No. P 1
Estimate
11-2-44ESTIMATE of the EXPENSE necessary to be incurred for Improving 78, 79 & 80 Miles,
Batticaloa-Trincomalie Road.

SPECIFICATION	QUANTI- TIES	ITEMS	RATE Rs. c.	AMOUNT Rs. c.	TOTAL Rs. c.
78th Mile					
This estimate provides for all necessary labour and materials in improving 78, 79 & 80 miles of Batticaloa-Trincomalie Road by widening road platform to 24 ft. and tarred surface to 18 ft. width. Provision is also made for widening the bridges and culverts and improving same as per details of estimate.	1	260	Cubes : Gravel cut transported and filled to road embankment, 1 mile transport ...	7 68 1,996 80	
	2	102	Cubes : Hard earth cutting in embankments and filling to roadsides ...	2 80 285 60	
	3	264	Sqrs. : 6" rubble bottoming to road including transport 4 miles ...	14 55 3,841 20	
	4	168	Cubes : 2" metal broken and piled including 4 miles transport ...	26 44 4,441 92	
	5	64	Cubes : 2" metal spread and consolidated over new road ...	4 85 310 40	
	6	104	Cubes : Breaking up old road surface to a depth of 2", removed and screening old metal, spreading new and old metal and consolidating same by S. R. ...	10 83 1,126 32	
	7	950	Sqrs. : Semi grout with hot mix. ...	6 06 5,757 00	22,709 24
	8	9	Nos. : Improving bridges and culverts ...	550 00 4,950 00	22,928 44
79th Mile					
	9	750	Cubes : Gravel cut transported and filled to road embankment, 2 miles transport ...	10 30 7,725 00	
	10	370	Cubes : 6" rubble bottoming to road, transport 5 miles...	15 92 5,890 44	
	11	25	Cubes : Hard earth cutting in embankment and filling to roadsides ...	2 80 70 00	
	12	179	Cubes : 2" metal broken and piled including 5 miles transport ...	29 06 5,201 74	
	13	90	Cubes : 2" metal spread and consolidated over road ...	4 85 436 50	
	14	89	Cubes : Breaking up old road surface to a depth of 2" metal, removing and screening old metal, spreading new and old metal and consolidating same by S. R. ...	10 83 963 87	
	15	950	Sqrs. : Tarring semi-grouting ...	6 06 5,757 00	
	16	7	Nos. : Improving bridges and culverts ...	550 00 3,850 00	30,269 51
	17	1	No. : Allow. for improving level crossing ...	375 00 375 00	20,056 54
			Carried over ...		52,294 98 52,978 75
Brought forward ...					
					52,294 98 52,978 75
80th Mile					
	18	498	Cubes : Gravel cut transported and filled to road embankment, 1 mile transport ...	7 68 3,786 24	
	19	50	Cubes : Hard earth cutting in embankment and filling to roadsides ...	2 80 140 00	
	20	370	Cubes : 6" rubble bottoming to road including transport-6 miles ...	17 56 6,497 20	
	21	179	Cubes : 2" metal broken and piled including 6 miles transport ...	31 68 5,670 42	
	22	90	Cubes : 2" metal spread and consolidated over new road ...	4 85 436 50	
	23	89	Cubes : Breaking up old road surface to a depth of 2", removing and screening and replacing old metal and spreading new and old metal and consolidating same by S. R. ...	10 83 963 87	
	24	950	Sqrs. : Tarring semi-grouting ...	6 06 5,757 00	
	25	1	No. : Allow. for improving level crossing ...	375 00 375 00	28,026 58
	26	8	Nos. : Improving bridges and culverts ...	550 00 4,400 00	27,661 76
		81,005.28			20,056 74
	27	Item	Rail freight and local transport ...		1,000 00
	28	Item	Overseerage and Contingencies ...		7,080 98
Item 27—Allow for travelling expenses for securing labour & labourers from Trinco to site 3,500.00					91,046 67
			5% War Risk Insurance on imported materials		1,166 45
Item 28—Rail and local transport 6,000.00			22% Overhead charges ...		92,212 12
Item 29—Overseerage and Contingencies 9,494.72			Total ...		20,286 88
		100,000.00			112,500 00
5% War Risk Insurance on imported materials 1,166.45					
		101,166.45			
22% Overhead Chs. 22,259.61					
Total		123,426.06			

Trincomalee, 11th February, 1944.

Sgd. E. CASPERSZ,
Executive Engineer.

No. P 2. Letter.

No. P 2
Letter
25-2-44

P 2.

My No. 248/123—25-2-44.

Secret.

Improvements to Roads in Trincomalie.

THE S. E., N. W. D.

Further to my letter No. S 248/123 of today's date, please instruct the Executive Engineer to make all necessary arrangements for the supply of metal and rubble necessary for the road round ORR'S Hill in accordance with his estimate for Rs. 98,000 pending its sanction. Expenditure on this account may be charged to Estimate No. M 102, Head 700, Sub-head 55.

2. Expenditure on China Bay road including Estimates amounting to Rs. 112,500 and Rs. 90,000 respectively may be charged to Estimate No. M 103, Head 700, Sub-head 55.

Sgd. T. H. LEADER,
for D. P. W

Secret.

My No. RG (B)—26-2-44.

20 E. E. Trincomalie,

For attention please, *vide* My No. RG (B) of even date.Sgd. J. H. DE K.,
S. E., N. W. D.

No. P 3. Letter.

No. P 3
Letter
2-2-44

P 3.

2nd February, 1944.

Secret.

My No. S 248/123—31-1-44.

Your No. RG (B) of 13-1-44.

THE S. E., N. W. D.

Improvements to Roads at Trincomalie.

30 The M/C & W has called for fortnightly progress reports on the above works. The first report should be furnished so as to reach the Ministry not later than 12-2-44.

2. Please therefore furnish me with fortnightly progress reports—the first report to reach this office not later than 10-2-44 and thereafter every fortnight.

3. For the present the progress reports may be in the following form :—

Name of Road	Item of Work	Total quantity required	Total quantity completed	Anticipated date of completion	Expltn. for delay in any
40					

Sgd. T. H. LEADER,
for D. P. W.

No. P 3
Letter
2-2-44

Secret.

My No. RG (B)—2-2-44.

—continued. E. E., Trincomalie.

For information and compliance, *vide* your No. R. V. 13-1-44.

2. The first report in duplicate should reach this office not later than the 8th instant and thereafter every fortnight.

Sgd. J. H. DE KRETSER,
S. E., N. W. D.

No. P 4
Letter
20-6-44

No. P 4. Letter.

P4.

My No. RG (B)—1/20-6-44.

Confidential.

P 4.

10

THE D. P. W.

Irregular Payments made for Special Works on China Bay Road.

As a result of the confidential consultations I have had with you on this matter, I now make my report on the subject.

2. On my inspection at Trincomalie on 22-5-44 late in the afternoon Mr. F. H. S. Gunasekera, Executive Engineer, Special Works, in the course of a conversation *re* Special Works disclosed to me that an item rubble foundation had been paid in the overseers' bills on the 79th and 80th miles of China Bay Road Works, being aware that no such work was executed and to verify the information then given me I proceeded to the Executive 20 Engineer, Trincomalie's Office and made a preliminary scrutiny of the bills paid and was satisfied that the information given was correct. I next proceeded to China Bay Road in the hope of questioning the overseers concerned but was only able to contact one overseer named Kandasamy who informed me the truth of the matter concerning his bill—that he was paid for work not done. I then had no time to pursue this matter on this inspection as it was time to take the night mail back to Kurunegala and I did so at China Bay Railway Station.

3. It was my intention on my subsequent inspection next week to make a careful investigation of this matter and in order to do so I pro-30 ceeded on inspection to Trincomalie on 26-5-44 and further investigated this case with all bills paid for these works at the E. E. Trincomalie's office and also obtained statements of overseers concerned in the matter whom I was able to contact during this inspection.

4. On 28-5-44 the E. E. Trincomalie saw me at the circuit bungalow and when confronted with this affair admitted that he was solely responsible for payments to the overseers on the item of foundation though work was not done. His only motive in doing so being one of assistance to overseers for the inconveniences they had gone through and the losses

sustained by them in advances made to their labourers, etc. on these works and pleaded for advice from me what he should now do under the circumstances, I advised him to recover all such irregular payments made and credit same to Government. He, Mr. Caspersz, promised to do so. No. P 4
Letter
20-6-44
—continued.

5. My investigations and inquiries revealed the following points :—

(a) The bills of the overseers indicate the payments made to them on item (rubble foundation paving) as tabulated statement below :—

Month 10 1944	Name of Overseer	Rubble Paving		Measurements	Officer's Certificate on	
		80th M. Sqrs.	79th M. Sqrs.		Bill	M'ments
March	Thambiah	60	—	333' 4' x 18'	Melson	Melson
April	do.	198	—	1100' x 18'	Caspersz	Caspersz
do.	Durarajah	—	68.44	$\left. \begin{array}{l} 112' \times 12' \\ 110' \times 10' \\ 80' \times 10' \end{array} \right\} \begin{array}{l} 90' \times 10' \\ 100' \times 15' \\ 100' \times 12' \end{array}$	Caspersz	Melson
May	Thambiah	41.25	—	180' x 18' 95' x 15'	Caspersz	Melson
do.	do.	61.50	—	(200' x 15') (60' x 15') (150' x 15')	Caspersz	Melson
do.	Thurairajah	—	52.50	(300' x 10') (150' x 10') (75' x 10')	Caspersz	Melson
do.	Amarasinghe	—	41.00	(160' x 10') (250' x 10')	Caspersz	Caspersz
May	Kandasamy	—	126.00	1400' x 9'	Caspersz	Caspersz
do.	D. A. Perera	—	124.00	1240' x 10'	Caspersz	Melson
do.	D. A. Perera	—	65.00	(300' x 10') (150' x 10') (200' x 10')	Caspersz	Caspersz

360-75 476.94

(b) A total of 837.69 squares rubble paving has been paid for with no work carried out or done amounting to Rs. 6,224.04.

(c) False measurements given and supposed to be checked by the supervising and paying officers, signifying that officers were working in collusion with overseers.

(d) If the full width of road was paved as shown this work would have been noticed by me at my weekly inspections which was not.

(e) Further rubble dumps on sides of road would have been observed if rubble was transported as no part of road could have been opened up and kept in such a state with such a volume of traffic using the road.

(f) My weekly inspections of quarries clearly indicated to me that no rubble was broken for the purpose of foundation of road at this period of week.

(g) Fortnightly progress reports of the E. E. Trincomalee gave no indication of any rubble being broken or laid. Reports from 11-2-44 to 9-5-44 scrutinised is clear on this fact.

(h) The statements of a majority of overseers establishes a fact that they were paid for work not done.

(i) That some of the overseers were instructed by E. E. Trincomalee, Mr. Caspersz, to insert this item rubble paving on their bills,

No. P 4
Letter
20-6-44
—continued.

(j) It will be noted that over 50 % of this irregular payments have been made to the E. E. Trincomalie's two overseers Thambiah and Thurairajah.

(k) That nearly 60 % of the work of rubble paving was paid in May account at the E. E. Trincomalie's last payments when he knew he had to hand over the work to a new officer taking over the special works.

6. There are five overseers involved in this matter, the names of whom have been given in the tabulated list in para 5 (a). I was only able to obtain the statements of four of them before I interviewed you at the Head Office on the 7th instant which statements have been handed 10 over to you personally, together with a statement of a metal contractor Podiappuhamy who supplied metal to overseer Thambiah one of the overseers involved.

7. The 5th overseer Thurairajah who evaded giving his statement playing for time has now made his statement to me on my inspection of this work on 19-6-44, this I enclose for your information.

8. I have no belief in the statements advanced by the two overseers Thambiah and Thurairajah in defence of these irregular payments both these overseers belonging to the Trincomalie District and came within direction of the Executive Engineer, Trincomalie. Most of the statements 20 made by them are erroneous and can be disproved and I have a strong suspicion that these overseers have been wrongly tutored to give the statements that they have so far given.

9. I am therefore of opinion that after the main issue involved has been decided that steps be taken to deal with these two overseers concerned in a manner that will prevent such false statements being made in future and as a lesson to other overseers in the District.

10. In view of the above circumstances and facts I have no doubt in my mind that the work of rubble paving was not done on miles 80 and 79 but that payments had been made, the paying and certifying officers 30 knowing that no work had been done.

11. The reason stated to me as set out in paragraph 4 by Executive Engineer, Trincomalie (Mr. Caspersz) in order to condone his action I am not inclined to accept as a case of extenuating circumstances to warrant such a procedure by him.

Sgd. Illegible,
S. E., N. W. D.

Overseer Thurairajah states that I did 120.94 squares of rubble foundation as shown in my bills and laid same on 79th mile of China Bay Road and was paid for the full amount of work done as stated on the bills. I got my rubble from the 80th and 79th mile quarries transported by Govern- 40 ment lorries given to me daily and I can point out the places. I have laid this rubble and I have no idea who measured these works both E. E. measured my work Mr. Melson and Mr. Caspersz.

Sgd. THURAIRAJAH,
Overseer.
Sgd. KALYANASUNDARAM,
19-6-44.

No. P 5 Bill No. 39

P 5. Public Works Department Monthly Bill Book.

No. P 5
Bill No. 39
10-5-44Contract No.....
Overseer/Contractor : S. KandasamyDivision : North Western
District : TrincomalieBill No. 39
Date of Service : 1st to 10th May, 1944

Improvements to China Bay Road 79th Mile							
1	2" metal spread and consolidated by						
	steamroller ...	79	Cubes	125	8 20	1025 00	
2	Addl. 2" scarified ...		Sqs.	129	62	79 98	
3	Supplying water for metal consolidation old and new including 1 mile transport ...			125		77 50	
4	Semigrouting with hot tar ...		Cubes	200	E.C. 62	124 00	
5	Cutting transporting and filling gravel to edge of road 1 mile transport ...		Sqrs.	252	1 10	277 20	
6	Hard earth filling where necessary ...		Cubes	97.50	7 28	709 80	
7	Levelling and trimming the above earth filling ...			54.60	2 40	131 04	
8	Mending tynes of scarifier ...		Sqrs.	77.00	20	15 40	
9	Reducing highsides 6" wide ...		No.	10	60	6 00	
10	Supplying and laying rubble bottoming ...				30 00	7 50	
			Mile	$\frac{1}{4}$	40 00	10 00	
				126	7 43	1084 00	
			Sqrs.	142	15 75	2205 50	
						936 18	
11	Pay of Kangany Muttiusami ...		Days	10	1 50		15 00
12	Pay of Kangany Joseph ...		Days	10	1 50		15 00
13	Pay of Lineguard Sellammah ...		Days	10	50	50	6 00
						4340 02	36 00
	Carried forward					3301 60	
						4540 02	36 00
14	Busfare for travelling 20 metal-spreading labourers from Anuradhapura to Trincomalie dis. 68 miles...		Nos.	20	2 75	55 00	
15	Subsistence pay for above 20 labourers for 30 April, 1944 ...		Days	20	2 —	40 00	
						4444 02	4408 02 36 00 M 103 700 55
						3396 60	3360 60

Sgd. S. KANDASAMY.
Overseer. 10/5/44.E. C.
10/5/44.Prepared by :
Checked by : xxPassed for payment of Rupees 3396/60.
Sgd. E. CASPERSZ,
Exec. Engineer.

P 5 (a)

No. P 5 (a) Measurement Form
Public Works Department, Ceylon

No. P 5 (a)
Measure-
ment
Form
10-5-44

Measurement Book.

Overseer : S. Kandasamy.
North-Western Province.

No. P 5 (a). Measurement Form.
Station : Trincomalie.

May 1st to 10th, 1944.

Improvements to China Bay Road 79th Mile		No.	Length	Breadth	Depth	Quantity	Total
10	Additional 2" scarified ...		600'.0	10'.0		60.00	
			300'.0	8'.0		24.00	
			450'.0	x 10'.0		45.00	129.00 Sqrs.
	Semi Grouting ...		1400'.0	18'.0		252.00	252.00 Sqrs.
20	Transporting and filling gravel ...	2	320'.0	2'.6	1.0	16.00	
		2	400'.0	3'.0	1.6	36.00	
		2	470'.0	2'.0	1.9	32.90	
		2	210'.0	3'.0	1.0	12.60	97.50
							Cubes
					16.80		
20	Hard Earth Filling	2	280'.0	3'.0	1.0	EC. 25.20	
		2	490'.0	3'.0	1.0	29.40	46.20 Cubes
						54.00	
						EC.	
	Levelling and Trimming	2	280'.0	5'.0		28.00	
		2	490'.0	5'.0		49.00	77.00 Sqrs.
	Supplying and laying rubble bottoming ...		1400'.0	9'.0		126.0	
				10'.0		140.00	140.00

Sgd. - S. Kandasamy

Sgd. E. CASPERSZ,
Exec. Engineer.

30

P 5 (b)

No. P 5 (b) Voucher No. 51

No. P 5 (b)
Voucher
No. 51
10-5-44

P 5 B

Ceylon

Voucher No. 51.

Station : Trincomalie.

Head :

S. He. : See below.

Payable to : Overseer S. Kandasamy.

Date. Detailed description of service rendered. Work executed or goods supplied.
Rate. Amount.

May	Voucher	Bill No.	Est. No.	Yr.	Hd.	SH.	
40 1944	No.						3360.60 E.C.
44	51	39	M 103	4	700	55	3360.60
							4408.92 4408.92

No. P 5 (b) I certify that the above account amounting to Rupees three thousand three hundred
 Voucher and sixty and cents sixty is correct, and was incurred under the authority quoted, and
 No. 51 that the rate charged is according to contract fair and reasonable and the amount has been
 10-5-44 paid by me to the abovenamed person.
 —continued.

Paid

Sgd. E. CASPERSZ,
E. E., Trincomalie,*Signature of Officer incurring Expenditure.*

Date : 10th May, 1944.

Received this 10th day of May, 1944, in payment of the above account, the sum of
 Rupees Three thousand Three hundred and Sixty and cents Sixty. 10

Witnesses :

Sgd. on 6 cents stamp.

1. S. PATANJALE.

S. KANDASAMY.

 No. P 6. Voucher N. 64

P 6

 No. P 6
 Voucher
 No. 64
 12-4-44

Ceylon

No. P 6. Voucher No. 64.
12-4-44.

P 6.

Station : Trincomalie.

Head :

S. Hd. See below.

Payable to : Overseer K. Thambyah.

 Date. Detailed description of service rendered, work or goods supplied. Amount
 April, 1944 4083.12

20

Pro. & Dist.	Vchr. No.	Bill	Est.	Yr.	Hd.	S.H.	Amount
44	64	17	M. 103	4	700	55	4083.12

Authority.

Total 4083.12

I certify that the above account amounting to Rupees Four Thousand and Eighty-three and Cents Twelve is correct, and was incurred under the authority quoted, and that the rate charged is according to contract fair and reasonable and the amount has been paid by me to the abovenamed person. 80

Paid

Sgd. E. CASPERSZ,
E. E., Trincomalie.*Signature of Officer incurring Expenditure.*

Date : 12th April, 1944.

Received this 12th day of April, 1944, the above account, the sum of Rupees Four Thousand and Eighty-three and cents Twelve only.

Witnesses :

Sgd. K. THAMBYAH,

1. S. KARTHIGESU

On 6 cents stamp.

2. Illegibly.

No. P6 (a) Bill No. 17

P 6 (a) Public Works Department—Monthly Bill Book.

No. P 6 (a)
Bill No. 17
12-4-44Contract No.....
Overseer/Contractor : K. Thambiah.Division : North-Western.
District : Trincomalie.Bill No. 17.
Date of Service : 17th April, 1944 (1-9th).

Item No.	DESCRIPTION	Miles	D. S. R., Special, or Contract Item No.	M. B. Folio	Unit	Quantity	Rate		Amount		Overseer's or Contractor's Total for Work done		Wages of Staff House Rent, &c.	
							Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
Improvement to 80th Mile Batticaloa Road.														
1	2" metal broken and piled ...	80			Cbs.	15	18	00	270	00	270	00		
2	Metal spread and consolidated by steamroller ...					34	9	72	330	48	330	48		
3	Tarring 1st coat with hot and tarring				Sqs.	74.70		68	50	79	50	79		
4	Gravel excavated, transported 1 mile and filled along both sides ...				Cbs.	200.00	7	28	1456	00	1456	00		
5	Rubble 6" to 9" broken and trans- ported 6 miles and paved on bottom sides ...								7	43	1471	14	1471	14
					Sqs.	198.00			12	00	2076	00	2076	00
6	Extra watering for metal consolida- tion 1 mile transport ...				Cubes	34		62	21	08	21	08		E.C.
7	Dry coursed masonry to culvert No. 80/2 with 6 mile transport ...					240	87	44	209	85	209	85		E.C.
8	Gravel excavated, transported 1 mile and spread for above on culvert 79/3					6.00	7	28	43	68	43	68		
									4722	46	4722	46		
									3853	02	3853	02	E.C.	
Brought forward ...														
9	Loading and unloading 2 metal from lorries Helenca ...				Days	9	2	50	22	50		22	50	E.C.
	Surathachy ...				"	9	2	50	22	50		22	50	
	Velupillai ...				"	9	2	50	22	50		22	50	
	Rajaretnam ...				"	9	2	50	22	50		22	50	
	Murugesu ...				"	9	2	50	22	50		22	50	
	Kandasamy ...				"	9	2	50	22	50		22	50	
	Shanmugan ...				"	9	2	50	22	50		22	50	
	Banda ...				"	9	2	50	22	50		22	50	
	Velan ...				"	9	2	50	22	50		22	50	
	Ismail ...				"	9	2	50	22	50		22	50	
	Nallathamby ...				"	9	2	50	22	50		22	50	
	Suppiah ...				"	9	2	50	22	50		22	50	
	Alagaiya ...				"	9	2	50	22	50		22	50	
	Nagachchy ...				"	9	2	50	22	50		22	50	
	Thambipillai ...				"	9	2	50	22	50		22	50	
	Kanapathy ...				"	9	2	50	22	50		22	50	
	Pay of Kangany (Nagamuny) ...				"	9	1	50	13	50		13	50	
	Tambiappah ...				"	9	1	50	13	50		13	50	
	Abdul Cader ...				"	9	1	50	13	50		13	50	
	Stippan ...				"	9	1	50	13	50		13	50	
	Carried forward ...								2	50	22	50		
									5749	90	4722	46	427	50
									4267	02	3853	02	414	00
Brought forward ...														
									5149	90	4722	46	427	50
									4267	02	3853	02	414	00
11	Pay of steamroller staff :—				Days	5	2	50	12	50		12	50	
	S. R. Driver (John) ...				"	4	2	50	10	00		10	00	
	Foreman (S. Fernando) ...				"	4	1	20	4	80		4	80	
	S. R. Watcher (John Perera) ...				"	9	2	50	22	50		22	50	
	Pay of S. R. Driver Juan Appu ...				"	9	1	50	13	50		13	50	
	Foreman (Manuel Appu) ...				"	9	1	20	10	80		10	80	
	S. R. Watcher (S. Croos) ...				"	9	1	50	13	50		13	50	
	Pay of Sub-O'seer (S. Arumugam) ...				"	9	1	50	13	50		13	50	
	Do. (S. Kanagarajah) ...				"	9	1	50	13	50		13	50	
									5861	06	4722	46	528	60
									5861	06	4722	46	528	60
Improvements to 79th Mile Batticaloa Road														
13	2" Metal broken and piled 79 ...				Cubes	15	18	00	270	00	270	00		
14	Pay of lorry driver (P. Saravanamuttu)				Days	9	3	50	31	50		31	50	
	Do. cleaner (Sabaratnam) ...				"	9	1	25	11	25		11	25	
					"	9	1	50	13	50		13	50	
									4680	87	4123	02	560	10
													557	85
Less 7 days S. R. Staff @ 5/70									39	90	39	90		
									865	00	270	00	45	00
									4640	97	4083	12	560	10
													557	85
Grand Total ...														
									5710	06	4992	46	578	60

Sgd. K. THAMBIAH,
Overseer.

Date : 12th April, 1944.

Passed for payment of Rupees Four Thousand Six hundred and
Forty and cents Ninety-seven (Rs. 4640/97) only.Sgd. E. CASPERSZ,
E. E. Engineer.

**No. P 6 (b). Measurement Form.
P 6 (b).**

No. P 6 (b)
Measure-
ment
Form
12-4-44

Public Works Department, Ceylon—Measurement Book

Overseer/Contractor :.....
North-Western Province.

No. P 6 (b)—Measurement Form.
Station : Trincomalie.
April 1—9, 1944.

Description	D.S.R.		Length	Breadth	Depth	Quan- tity	Total
	Special or Contract No.	No.					
10 Improvements to 80th Mile Batticaloa Road							
Tarring 1st coat	...		415'.0	18'.0"		74.70	74.70
Gravel filling	• ...	2	1250'.0	4'.0"	2'.0"	200.00	200.00 Cubes
6" to 9" rubble paving	...		1100'.0	18'.0"		198.00	198.00 Sqrs.
Building rubble wall and cul- vert 80/2	...	3	8'.0	2'.0"	5'.0"	2.40	2.40 Sqrs.
Gravel filling for above	...	3	8'.0	5'.0"	5'.0"	6.00	6.00 „
						Sgd. K. T. THAMBLIAH, <i>Overseer.</i>	
						Sgd. E. CASPERSZ, <i>Executive Engineer.</i> 12-4-44.	

**No. P 7 Voucher No. 42.
P 7.**

No. P 7
Voucher
No. 42
18-5-44

**Payable within 30 days from the date of issue
CEYLON**

No. P 7. Voucher No. 42.
Voucher No. 42.

Station : Trincomalie.
30 Head :
Sub-head : See below..
Payable to : Overseer D. A. Perera.

Date	Detailed description of service rendered, work executed or goods supplied							Rate	Amount	
	Pro.	Vochr.	Bill.	Est.	Yr.	Hd.	SH.	Item	Rs.	c.
May 1944	dis.									
	44	42	30	M 108	4	700	55		844	70
Authority :								Total	844	70

40 I certify that the above account amounting to Rupees Eight hundred and Forty-four and Cents Seventy is correct, and was incurred under the authority quoted, and that the rate/price charged is/are according to regulation/contract or fair and reasonable.

Sgd. E. CASPERSZ,
E. E., Trincomalie.

Paid :
Date : 18-5-1944.

Received this 18th day of May, 1944, in payment of the above account, the sum of Rupees Eight hundred and Forty-four and Cents Seventy only.

Witnesses :
Sgd. AMERASINGHE.
Sgd. KANAPATHIPILLAI.

Sgd. D. A. PERERA,
Signature of Receiver.
On 6 cents stamp.

No. P 7 (b) Measurement Form

P 7 (b).

No. P 7 (b)
Measurement
Form
17-5-44

Public Works Department, Ceylon—Measurement Book.

Overseer/Contractor : D. A. Perera.

No. P7 (b). Measurement Form.

.....Province. .

Station :.....

....., 19

10	Description	D.S.R. Special or Contract No.	No.	Length	Breadth	Depth	Quantity	Total
	Measurement Earthwork							
	79th Mile		1	240'	3'.0"	2'.0"	14.40	} E.C.
			1	445'	3'.0"	2'.4"	81.15	
			1	225'	2'.5"	1'.6"	6.75	
			1	315'	2'.6"	2'.0"	15.75	
			1	500'	3'.0"	3'.0"	45.00	
	80th Mile		1	430'	2'.0"	2'.0"	17.20	
			1	200'	3'.0"	2'.0"	12.00	
20			1	350'	3'.0"	2'.0"	21.00	} E.C.
			1	400'	3'.0"	1'.6"	18.00	
			1	280'	2'.0"	1'.0"	5.60	
							4.20	
			1	415'	2'.0"	1'.6"	12.45	126.00
								905.00
	8" Rubble paving							
	79th Mile		1	300'	10'.0"		30.00	
			1	150'	10'.0"		15.00	
				200'	10'.0"		20.00	
80			1	320'	10'.0"		32.00	65.00
								08.00
								E.C.

Sgd. E. CASPERSZ,

Executive Engineer.

17-5-44.

Sgd. D. A. PERERA,

Overseer.

80

No. P 8
Voucher
No. 41
18-5-44

No. P 8 Voucher No. 41

P 8.

Payable within 30 days from the date of issue.

CEYLON.

Station : Trincomalie.

Voucher No. 41.

Head :.....

Sub-head :.....

Payable to : Overseer D. V. Amarasinghe.

Date	Detailed description of service rendered, work executed or goods supplied							Rate	Amount ¹⁰ Rs. c.	
May, 1944	Vochr.	Bill.	Est.	Yr.	Hd.	S.H.	Amt.			
	41	29	M 103	4	700	55	541.79	541	79	
Authority :								Total	541	79

I certify that the above account amounting to Rupees Five hundred and Forty-one and Cents Seventy-nine is correct, and was incurred under the authority quoted, and that the rate/price charged is/are according to regulation/contract or fair and reasonable.

Paid :

Sgd. E. CASPERSZ,

E. E., Trincomalie.

Date : 18th May, 1944.

Received this 18th day of May, 1944, in payment of the above account, the sum of ²⁰ Rupees Five hundred and Forty-one and Cents Seventy-nine.

Witnesses :

Sgd. D. V. AMARASINGHE,

D. A. PERERA.

Signature of Receiver.

S. KANAPATHIPILLAI.

On 6 cents stamp.

No. P 8 (a) Bill No. 29

P 8 (a). Public Works Department—Monthly Bill Book.

No. P 8 (a)
Bill No. 29
16-5-44Contract No.
Overseer/Contractor : D. V. Amarasinghe.Division :
District :Bill No. 29, May, 1944.
Date of Service : From 9—15.

Item No.	DESCRIPTION	Miles	D. S. R., Special, or Contract Item No.	M. B. Folio	Unit	Quantity	Rate		Amount		Overseer's or Contractor's Total for Work Done		Wages of Staff House Rent, &c.		Remarks
							Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.	
Improvements to Trincomalie-Batticaloa Road															
1	Transporting labourers' luggage and personal things from Kottaramulla to Nattandiya Railway Station, distance of 8 miles both ways 3 double carts half day ...				Days	1½	8	00	12	00					
2	'Bus fare for 15 persons from Kottaramulla to Nattandiya Railway Station ...				No.	15		40	6	00					
3	Pay of unregistered Overseer D. V. Amarasinghe ...				Days	7	2	25	15	75			15	75	
4	Pay of Kangany Ruban Appuhamy ...				Days	7	1	50	10	50			10	50	
5	Pay of labourers engaged on supplying firewood from the jungle, loading to and unloading from lorries loading tar barrels and unloading same on roadside and stacking same ...				Days	84	2	50	210	00			210	00	
6	Subsistence of Overseer D. V. Amarasinghe ...				Days	7	1	90	13	30			13	30	
									267	55	18	00	249	55	
Brought forward ...															
7	Subsistence of Kangany ...				Days	7	1	00	7	00			7	00	
8	Subsistence of labourers travelling from Nattandiya to Trincomalie ...				No.	14	2	00	28	00			28	00	E.C.
9	Excavating hard earth and filling broken edges of road low sides on 79—80 miles ...				Cubes	79.65	2	40	191	16					
10	Rubble paving with 6" rubble to road foundation ...				Sqrs.	41.00	7	43	304	63					
									798	34	284	55	284	55	E.C.
									520	79	405	70	85	00	
											541	79	256	55	
									798	34	510	79	284	55	M 103 4 700 55

E. C. 17/5.
Sgd. D. V. AMARASINGHE,
Overseer.

16th May, 1944.

Passed for payment of Rupees (798/34).
E. CASPERSZ,
Exec. Engineer.

No. P 8 (b) Measurement Form

No. P 8 (b)
Measurement
Form
16-5-44

P 8 (b).

Public Works Department, Ceylon—Measurement Book.

Overseer/Contractor : D. V. Amarasinghe.
.....Province.No. P 8 (b) Measurement Form.
Station : Trincomalie.

May, 1944.

Improvements to Batticaloa-Trincomalie Road.

10	Description	D.S.R. Special or Contract No.	No.	Length	Breadth	Depth	Quan- tity	Total
Hard Earthwork on 79th Mile								
				150'	2'.6"	2'.0"	7.50	
				240'	3'.0"	1'.0"	7.20	
				275'	2'.0"	1'.6"	8.25	22.95
	Do. 80th Mile	...		340'	2'.0"	1'.6"	10.20	
				400'	3'.0"	2'.0"	24.00	
				875'	3'.0"	2'.0"	33.50	56.70
							* Cbs.	79.65
20	Rubble paving	...		160'	10.0"		16.00'.0"	E.C. 16.00 41.00'.0"
				250'	10.0"		25.00'.0"	41.00 25.00
							Sqrs.	41.00

Sgd. D. V. AMERASINGHE,
Overseer.Sgd. E. CASPERSZ,
Executive Engineer.
16-5-44.

No. P 9 Voucher No. 59

P 9.

Payable within 30 days from the date of issue.

No. P 9
Voucher
No. 59
10-4-44

CEYLON

80

Station : Trincomalie.

Head :

Sub-head : See below.

Payable to : Overseer K. Thambyah.

No. P 9. Voucher No. 59.

Date	Detailed description of service rendered, work executed or goods supplied								Rate	Amount Rs. c.	
March, 1944	Pro. Dis.	Vchr.	Bill.	Est.	Yr.	Hd.	S.H.	Amt.			
	44	59	16	M 103	4	700	55	2942.86		2942	86
40 Authority :									Total	2942	86

Loading & Unloading Coolies				3284 01		278 45			
24	R. Hillman	...	...	P.L.	Days	9	2 50	22 50	22 50
25	Amarasingham	...	...	"	"	9	2 50	22 50	22 50
26	Rajaratnam	...	...	"	"	9	2 50	22 50	22 50
27	Tangavaduvel	...	...	"	"	9	2 50	22 50	22 50
28	Valupillai	...	...	"	"	9	2 50	22 50	22 50
29	Pitchevaram	...	...	"	"	9	2 50	22 50	22 50
30	V. Sivathamby	...	...	"	"	9	2 50	22 50	22 50
31	Seeman	...	...	"	"	9	2 50	22 50	22 50
32	Piyadasa	...	...	"	"	9	2 50	22 50	22 50
33	Vadevelem	...	...	"	"	9	2 50	22 50	22 50
34	Banda	...	...	"	"	9	2 50	22 50	22 50
35	Nagalingam	...	...	"	"	9	2 50	22 50	22 50
36	Nadarama	...	...	"	"	9	2 50	22 50	22 50
37	T. Pillai	...	...	"	"	9	2 50	22 50	22 50
38	M. Mohamed	...	...	"	"	9	2 50	22 50	22 50
39	T. Bopiah	...	...	"	"	9	2 50	22 50	22 50
40	Muttiah	...	...	"	"	9	2 50	22 50	22 50
41	Anthony	...	...	"	"	9	2 50	22 50	22 50
42	Appuhamy	...	...	"	"	9	2 50	22 50	22 50
43	Gnanasegaram	...	...	"	"	9	2 50	22 50	22 50
44	Silva	...	...	"	"	9	2 50	22 50	22 50
46	Thomas	...	...	"	"	9	2 50	22 50	22 50
47	Tampransa	...	...	"	"	9	2 50	22 50	22 50
Carried forward ...								3824 01	818 45

Pay of Lorry Staff (No. CE. 2713)				3824 01		818 45			
1	Saravanamuttu (driver)	...	...	Days	9	3 50	31 50	31 50	38.00 (lorry driver salary 108/-)
2	Overtime worked during the month by the driver	...	...	Hours	62	35	21 70	21 70	
3	Sebastian driver	...	...	Days	9	1 25	11 25	11 25	15.60 salary 26.25
	Overtime worked during the month by cleaner	...	...	Hours	52½	12	6 30	6 30	53.60 H.K.M.
Less pay of S. R. Staff 11 days							13	3894 76	3005 56 889 20
								62 70	62 70
War allowance								3832 06	2942 86 889 20
								240 04	240 04
Total								4072 10	2942 86 1129 24 M 103 4 700 55

Sgd. K. THAMBIYAH,
Overseer.

6th April, 1944.

Passed for payment of Rupees Four thousand and Seventy-two and cents ten
(Rs. 4,072.10/100).
Sgd. H. K. MELSOM,
Exec. Engineer.

No. P 10
Voucher
No. 35
7-5-44

No. P 10. Voucher No. 35

P 10.

Payable within 30 days from the date of issue.

CEYLON.

Station : Trincomalie.

No. P 10. Voucher No. 35.

Head :

Sub-head : See below.

Payable to : Overseer K. Thambyah.

Date	Detailed description of service rendered, work executed or goods supplied.								Rate	Amount 10	
									Rs.	c.	
April 1944	Pro. Dis.	Vochr.	Bill.	Est.	Yr.	Head.	S.H.	Amt.			
	44	35	23	M 103	4	700	55	2096.29	2096	29	
Authority :									Total	2096	29

I certify that the above account amounting to Rupees Two thousand and Ninety-six and Cents Twenty-nine is correct, and was incurred under the authority quoted, and that the rate/price charged is/are according to regulation/contract or fair and reasonable.

Paid

Sgd. E. CASPERSZ,

Date : 7th May, 1944.

E. E., Trincomalie. 20

Received this 10th day of May, 1944, in payment of the above account, the sum of Rupees Two thousand and Ninety-six and Cents Twenty-nine.

Witnesses :

1. Illegibly
2. Do.

Sgd. K. THAMBYAH,

Signature of Receiver.

On 6 cents stamp.

P 10 (a). Public Works Department—Monthly Bill Book.

No. P 10 (a)
Bill No. 23
7-5-44Contract No.:
Overseer/Contractor : K. Thambiah.Division : North-Western.
District : Trincomalie.No. P 10 (a). Bill No. 23.
Date of Service : April, 1944 (20—30).

Item No.	DESCRIPTION	Miles	D. S. R., Special, or Contract Item No.	M. B. Folio	Unit	Quantity	Rate		Amount		Overseer's or Contractor's Total for Work Done		Wages of Staff House Rent, &c.		Remarks War Allowance for April, 1944		
							Rs.	c.	Rs.	c.	Rs.	c.	Rs.	s.			
Improvements to 80 Mile Batticaloa Road.																	
									324	00	324	00					
1	2" metal broken and piled ...				Cube	18	18	00	806	00	806	00					
2	2" metal spread and consolidated by steam rollers 104 & 141 ...				"	54	9	72	524	88	524	88					
3	Extra water for metal consolidating (1 mile transport) ...				"	54			62	33	48	33	48				
4	Gravel excavated transported one mile and filled both sides ...				"	90	7	28	54	20	16	20	16	H.K.M.			
5	6" to 9" rubble broken and paved on bottom sides whatever required ...				8 Sqrs.	120	7	84	61.50	7	34	451	41	451	41		
6	1" coat tarring ...				"	540			78.50	7	34	520	40	520	40		
7	Side reducing & surface drainage for 1/4 mile ...				"	540			68	36	72	36	72				
8	Jungle clearing to width off 33" on both sides ...				8 mile	1			40	00	10	00	10	00			
9	Pay of guard () ...				Days	30			80	00	60	00	60	00			
10	Pay of Kangany (Nagamany) ...				"	11	1	50	16	50	16	50	16	50	24.00		
11	" Thambiappah ...				"	11	1	50	16	50	16	50	16	50	24.00		
12	" Abdul Cader ...				"	11	1	50	16	50	16	50	16	50	E.C.		
13	" Stephen ...				"	11	1	50	16	50	16	50	16	50	24.00		
14	" Raman ...				"	11	1	50	16	50	16	50	16	50	24.00		
15	" S. Roller driver Arumugam ...				"	11	1	50	16	50	16	50	16	50	24.00		
										2504	05	2447	05	117	00	96.00	
										H.H.M.	2091	69	2025	69	66	00	
										2091	69	2025	69	66	00		
Brought forward ...																	
16	Pay of Sub-overseer Kanagarajah ...				Days	11	1	50	16	50	16	50	16	50	24.00		
17	Loading and unloading 2" from lorry				"	11	2	50	27	50	27	50	27	50			
	Velupillai ...				"	11	2	50	27	50	27	50	27	50			
	Sinnathamby ...				"	11	2	50	27	50	27	50	27	50			
	Thambipillai ...				"	11	2	50	27	50	27	50	27	50			
	Nagan ...				"	11	2	50	27	50	27	50	27	50			
	Rajadurai ...				"	11	2	50	27	50	27	50	27	50			
	Senathirai ...				"	11	2	50	27	50	27	50	27	50			
	Arunasalam ...				"	11	2	50	27	50	27	50	27	50			
	Sivakolunthu ...				"	11	2	50	27	50	27	50	27	50			
	Kanapathy ...				"	11	2	50	27	50	27	50	27	50			
	Nallathamby ...				"	11	2	50	27	50	27	50	27	50			
	Ponnampalam ...				"	11	2	50	27	50	27	50	27	50			
	Kandiah ...				"	11	2	50	27	50	27	50	27	50			
	Valan ...				"	11	2	50	27	50	27	50	27	50			
	Sellathurai ...				"	11	2	50	27	50	27	50	27	50			
	Thambiappah ...				"	11	2	50	27	50	27	50	27	50			
	Shanmugam ...				"	11	2	50	27	50	27	50	27	50			
18	Pay of Steam roller driver John Appu ...				"	11	2	50	27	50	27	50	27	50	23.00		
19	" Steam roller Manuel Appu ...				"	11	1	50	16	50	16	50	16	50	24.00		
20	" Watcher Banda ...				"	11	1	20	13	20	13	20	13	20	20.40		
										3077	75	2447	05	680	70		
										H.K.M.	2605	39	2025	69	579	70	197.40
										2605	39	2025	69	579	70		
Brought forward ...																	
21	Pay of Overseer Robert Fernando ...				Days	11			27	50	27	50	27	50			
22	" Fireman John Perera ...				"	11	1	50	16	50	16	50	16	50	15.00		
23	" Watcher John ...				"	11	1	20	13	20	13	20	13	20	7.80		
24	" Sub-overseer Sadiris ...				"	11	2	65	29	15	29	15	29	15			
25	" Fireman R. Perera ...				"	11	1	50	16	50	16	50	16	50	33.80		
26	" Watcher Robert ...				"	11	1	50	12	00	12	00	12	00	24.00		
27	" Driver W. J. Fernando ...				"	11	1	20	13	20	13	20	13	20	20.40		
28	Fireman Albert Fernando ...				"	11	3	00	33	00	33	00	33	00			
29	" Watcher I. Duray ...				"	11	14	2	35	00	35	00	35	00	19.20		
30	" Lorry driver Saravanamuttu ...				"	11	1	50	16	50	16	50	16	50			
31	" Driver Sebastian ...				"	11	1	25	13	20	13	20	13	20	9.60		
										3512	20	2447	05	865	15	430.40	

	Improvements to 79 Mile Batticaloa Road								
32	2" metal broken and piled ...	Cube	7 18 00	126 00	126 00				
	Improvements to 76 Mile Batticaloa Road								
33	2" metal broken and piled	Cbs.	15 18 00	270 00	270 00				
	Improvements to 74 Mile Metal Quarry								
34	Jungle clearing to width of 20" on both sides for transport of metal from above quarry on delivery path ...			25 00	25 00				
				50 00	50 00				H.K.M.
				2987 39	2176 69 810 70				
	Brought forward ...			2987 39	2176 69 810 70				H.K.M.
	Improvements to 74 Mile Metal Quarry.								
35	Cutting and filling of hard earth on 5 roads about length of 250"	Cbs.	70 2 80	196 00	196 00				H.K.M.
36	Partitioning with cadjans about 10 rooms taken over from D. C. R. E. at the metal quarry for P. W. D. labourers including value of cadjans and labour ...	Item		35 00	35 00				
				75 00	75 00				
37	Clearing the site of above lines at the metal quarry ...			10 00	10 00				
				331 00	331 00				
				3032 39	2221 69 810 70				
	Less 22 days pay of S. R. Staff at 5/70			125 40	125 40				
				4030 20	3104 05 865 75				
				2906 99	2096 29 810 70				
	War Allowance ...			430 40	430 40				
	Total ...			3337 39	2096 29 1241 10				M 103 4 700 55

Sgd. K. THAMBYAH,
Overseer.

Date : 7th May, 1944.

Passed for payment (Rs. 3337/39) only.
Sgd. E. CASPERSZ,
Exec. Engineer.

No. P. 10 (b) Measurement Form

P 10 (b)

No. P 10 (b)
Measurement Form
April '44

Public Works Department, Ceylon—Measurement Book

Overseer/Contractor : K. Thambiah.

No. P 10 (b). Measurement Form.

North-Western Province.

Station : Trincomalie.

April (20th—30), 1944.

10	Description	D.S.R. Special or Contract No.	No.	Length	Breadth	Depth	Quan- tity	Total
	Improvements to 80th Mile Batticaloa Road.							
	Gravel filling on both sides ...		2	750.0" 1000.0"	H.K.M. 3.0"	2.0	120.00	120.00 cubes
	Rubble paving on both sides...			200.0"	15.0"		30.00	
	do			80.0"	15.0"		12.00	
	do			60.0"	15.0"		9.00	
	do			150.0"	15.0"		22.50	
							61.50	sqrs
20							<u>73.50</u>	73.50
	1st coat of tarring ...			300.0	18.0		54.00	54.00 sqrs
	Improvements to 74th Mile Metal Quarry.							
	Levelling & filling both sides ...		5	140.0	10.0	2.0	70.0	70.0 H.K.M.

Sgd. K. THAMBIAH,

Overseer.

No. P 11
Voucher
No. 40
10-5-44

No. P 11. Voucher No. 40
P 11.

Payable within 30 days from the date of issue.

CEYLON.

Station : Trincomalie.

No. P 11. Voucher No. 40.

Head :.....

Sub-head : See below.

Payable to : Overseer K. Durairajah.

Date	Detailed description of service rendered, work executed or goods supplied							Rate	Amount 10	
								Rs.	c.	
	Pro. Dis.	Vochr.	Bill	Est.	Yr.	Hd.	S.H.	Amt.		
	44	40	28	M 103	4	700	55	3283.19	3283	19
Authority :								Total	3283	19

I certify that the above account amounting to Rupees Three thousand Two hundred and Eighty-three and Cents Nineteen is correct, and was incurred under the authority quoted, and that the rate/price charged is/are according to regulation/contract or fair and reasonable.

Paid.

Date : 10th May, 1944.

Sgd. E. CASPERSZ, 20
E. E., Trincomalie.

Received this 10th day of May, 1944, in payment of the above account, the sum of Rupees Three thousand Two hundred and Eighty-three and Cents Nineteen.

Witnesses :

1. S. Kandasamy.

Sgd. K. DURAIRAJAH,
Signature of Receiver.

On 6 cents stamp.

No. P II (a) Bill No. 28

P 11 (a). Public Works Department—Monthly Bill Book.

No. P 11(a)
Bill No. 28
10-5-44Contract No. :
Overseer/Contractor : K. Durairajah.Division : North-Western.
District : Trincomalie.No. P 11 (a). Bill No. 28.
Date of Service : April 27 to May 9th, 1944

Item No.	DESCRIPTION	Miles	D. S. R., Special, or Contract Item No.	M. B. Folio	Unit	Quantity	Rate		Amount		Overseer's or Contractor's Total for Work Done		Wages of Staff House Rent, &c.		Remarks	
							Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.		
Improvements to Batticaloa Trincomalie Road.																
1	Breaking old surface of road to 2" depth and consolidating both old and new metal by S. R. 79 ...				Cbs.	140	8 20	1148	00							
								9 72	1360	80						
2	Extra scarifying road surface where necessary to 2" depth ...				Sqrs.	200	75	62	124	00						
3	Extra watering for metal consolidation both old and new metal (1 mile)				Cbs.	225	62	139	50							
4	Rubble 6" to 9" broken and paved on bottom for consolidation ...				Sqrs.	68.44			508	50						
								71.44	500	79						
5	Cutting and reducing high slides ...				Mls.	1/8	30	00	3	75						
6	Gravel excavated and filled to broken edges on both sides including 1 mile transport ...				Cbs.	76.50			556	92						
								87.75	628	82						
								15.47	37	12						
7	Hard earth filling on embankments ...				"	16.06	2	40	40	70						
8	Semi grouting with Spramax by hand				Sqrs.	180	1	10	198	00						
9	Levelling and trimming sides ...				1 ft.	1600	20	320	00							
								60	2	40						
10	Mending Tynes ...					40	4	1	00	4	00					
11	Supplying sawn Palu timber for culvert No. 79/6 fixing including transporting to sides ...				item			12	00	12	00					
								15	00	15	00					
									2972	69						
B/F. ...																
									2972	69						
12	Loading and unloading tar barrels from China Bay Railway Station to 79th mile ...				No.	20	2	50	50	00		50	00			
13	Unloading metal ...				No.	2	2	50	5	00		5	00			Overseer K. S. Thambiah
14	Pay of Kangany M. Seythan ...				Days	25	1	50	37	50		37	50	14.40		
15	" P. Manikam ...				"	8	1	50	12	00		12	00			
16	" Line Guard Hasak ...				"	13		60	7	80		7	80	1.50		
17	" Siriwardane ...				"	6		60	3	60		3	60			
18	" S. B. Driver ...				"											
19	" Foreman ...				"											
20	" Watcher ...				"											
21	Subsistence for 30 days from Uluganga to Trincomalie for 17 labourers ...				"	34	3	00	102	00						
22	'Bus fare for 17 men from Uluganga to Trincomalie ...				No.	17	5	50	98	50						
23	Subsistence for 10 men from Uluganga to Trincomalie for 1/2 day each ...				No.	20	3	00	60	00						
24	'Bus fare for 10 men from Uluganga to Trincomalie ...				No.	10	5	50	55	00						
									3399	09	3283	19	115	90		
									15	90			15	90		
									3414	99	3283	19	131	80	M 103	4 700 55

Sgd. K. DURAIRAJAH,
Overseer. 9-5-44.

Date : 10th May, 1944.

Passed for payment of Rupees 3414.99.
Sgd. E. CASPERSZ,
Exec. Engineer.

No. P 11 (b) Measurement Form

P 11 (b).

No. P 11 (b)
Measure-
ment
Form
May, 1944

Public Works Department, Ceylon—Measurement Book.

Overseer/Contractor : K. Durairajah.
North-Western Province.No. P 11 (b). Measurement Form.
Station : Trincomalie.
April 27th to May 9th, 1944.

10	Description	D.S.R. Special or Contract No.	No.	Length	Breadth	Depth	Quantity	Total
	Rubble paving	...		90'.	10'.		9.00	
				100'.	15'.		15.00	
				100'.			12.00	
				112'.	12'.		13.44	
				112'.			13.44	
				128'.	12'.		15.80	
				110'.	10'.		11.00	
								68.44
20				80'	10'.		8.00	72.44 sqrs.
	Gravel filling	...	E.C.	2	950'	3'.	1'.6"	42.25
				2	1000'.	3'.	1'.6"	54.00
				2	450'.0	3'.	1'.3"	33.75
								76.50
								87.75 cubes
	Hard earth filling	...		15'.	10'.	1'.0"	1.50	
				20'.			2.60	
				23'.	13'.	1'.0"	2.90	
		...		20'.	11'	1'.0"	2.20	
				12'.			1.20	
30				13'.	10'.	1'.0"	1.80	
				13'.	9'	1'.0"	1.17	
				10'.	5'.	1'.0"	.50	
				20'.	7'.	1'.0"	1.40	
				10'.	5'.	2'.0"	1.00	H.K.M.
				20'.	3'.	4'.0"	2.40	
				15'.	10'	1'.0"	1.50	15.47
				20'.	5'.	1'.0"	1.00	16.96 cubes
	Semi-grouting	...		1000''	18'	180'	180.00	180.00 sqrs.
	Extra scarifying	...		400''	10'.0	40'.0	35.0	
40			2	250''	7'.0	135.00		
							75.00	sqrs.

Sgd. K. DURAIRAJAH,
Overseer.

Sgd. H. K. MELSOM,

No. P 12
Voucher
No. 30
18-5-44

No. P 12. Voucher No. 30

P 12.

Payable within 30 days from the date of issue.

CEYLON.

Station : Trincomalie.

No. P 12. Voucher No. 30.

Head :

Sub-head : See below.

Payable to : Overseer K. Thambyah.

Date	Detailed description of service rendered, work executed or goods supplied.								Rate	Amount		
									Rs.	c.	10	
May 1944	Pro. Dis.	Vochr.	Bill.	Est.	Yr.	Hd.	S.H.	Amt.				
	44	30	18	M 103	4	700	55	2878.26	2878	26		
- Authority :									Total	2878	26	

I certify that the above account amounting to Rupees Two thousand Eight hundred and Seventy-eight and Cents Twenty-six is correct, and was incurred under the authority quoted, and that the rate/price charged is/are according to regulation/contract or fair and reasonable.

Paid.

Sgd. E. CASPERSZ, 20

Date : 18th May, 1944.

E. E., Trincomalie.

Received this 18th day of May, 1944, in payment of the above account, the sum of Rupees Two thousand Eight hundred and Seventy-eight and Cents Twenty-six.

Witnesses :

Sgd. Illegibly.

Sgd. K. THAMBYAH,

Signature of Receiver.

On 6 cents stamps.

No. P. 12 (a) Bill No. 18

P 12 (a). Public Works Department—Monthly Bill Book.

No. 12 (a).
Bill No. 18
May 1944.Contract No. :
Overseer/Contractor : K. Thambyah.Division : North-Western.
District : Trincomalie.No. P 12 (a). Bill No. 18.
Date of Service : May, 1944 (1—15).

Item No.	DESCRIPTION	Miles	D. S. R., Special, or Contract Item No.	M. B. Folio	Unit	Quantity	Rate		Amount		Overseer's or Contractor's Total for Work Done	Wages of Staff House Rent, &c.	Remarks		
							Rs.	c.	Rs.	c.				Rs.	c.
Improvements to 80th Mile Batticaloa Road															
1	2" metal broken and piled ...	80			Cbs.	30	18	00	540	00	540	00			
2	Metal spread and consolidated by Steam roller 141 & 131 ...				"	85	9	72	826	00	826	00	E.C.		
									52	70	52	70			
3	Extra water for metal consolidation...				"	85		62	58	70	58	70			
4	Gravel excavated, transported 1 mile and filled both sides ...				"	104	7	28	757	12	757	12			
5	6" to 9" rubble broken and paved to bad portions wherever required ...				Sqrs.	41.25			306	48	306	48			
6	1 coat of tarring and blinding ...				"	51.25	7	43	376	17	376	17	E.C.		
7	Erecting temporary sheds to labourers at 5th mile A'pura road and at metal quarry 2 lines; 1 of 60' x 12' = 6 rooms; 1 of 50' x 12' = 5 rooms					72.00		68	48	96	48	96			
8	Pay of Kangany Nagamany ...				Days	15		1 50	22	50		22 50			
9	" Thambiappa ...					15		1 50	22	50		22 50			
10	" Stephen ...					15		1 50	22	50		22 50			
11	" Sub-overseer Arumugam ...					15		1 75	26	25		26 25			
12	" Kanagayah ...					15		1 75	26	25		26 25			
									2180	00	2060	00	120	00	
									2984	26		120	00	E.C.	
Brought forward ...															
									2984	26		120	00		
									2180	00	2060	00	120	00	E.C.
13	Loading and unloading metal from Lorries :														
	1. Velupillai ...				Days	15	2	50	37	50		37 50			
	2. Sinnathamby ...				"	15	2	50	37	50		37 50			
	3. Thanbipillai ...				"	15	2	50	37	50		37 50			
	4. Rajadurai ...				"	15	2	50	37	50		37 50			
	5. Sinnadurai ...				"	15	2	50	37	50		37 50			
	6. Abdul Sadar ...				"	15	2	50	37	50		37 50			
	7. Nallatamby ...				"	15	2	50	37	50		37 50			
	8. Kanapathy ...				"	15	2	50	37	50		37 50			
14	Pay of line guard Parupathipillai ...				"	15		60	9	00		9 00			
15	Extra labourers allowed to loading and unloading 3rd (8) 4th (8) 5th (8) 6th (2) labourers :														
	Kandiah ...				"	3	2	50	7	50		7 50			
	Arumugam ...				"	3	2	50	7	50		7 50			
	Visvam ...				"	3	2	50	7	50		7 50			
	Raju ...				"	3	2	50	7	50		7 50			
	Arunasalam ...				"	3	2	50	7	50		7 50			
	Pasupathy ...				"	3	2	50	7	50		7 50			
	Cader ...				"	5	2	50	12	50		12 50			
	Taranjothy ...				"	5	2	50	12	50		12 50			
	Carried forward ...								3578	09	3060	09	499	00	
									3363	26		499	00	E.C.	
Brought forward ...															
									3363	26		499	00		
									3568	09	3060	09	499	00	E.C.
16	Re transport of all materials tools from 80th mile to 78th mile on 15 inst. (10 labourers) ...				Days	2	7	00	25	00	14	00	25 00		
					Days	10	2	50	14	00	14	00	14 00		
									3377	26	2878	26	499	00	
									3377	26	2878	26	499	00	

Passed for payment of Rupees 3377/26 only.
Sgd. E. CASPERSZ,
Exec. Engineer.

No. P 12 (b). Measurement Form

P 12 (b).

No. P 12 (b)
Measure-
ment
Form
May, 1944

Public Works Department, Ceylon—Measurement Book.

Overseer/Contractor : K. Thambiah.

No. P 12 (b). Measurement Form.

North-Western Province.

Station : Trincomalie.

1—15th May, 1944.

10	Description	D.S.R. Special or Contract No.	No.	Length	Breadth	Depth	Quan- tity	Total
	Improvements to 80th Mile Batticaloa Road							
	Levelling, filling to broken edges on both sides	...	2	650'.0	4'.0	2'.0	104.00	104.00 Cubes
	Rubble paving wherever re- quired	...		100'.0	10'.0		10.00	
				180'.0	15'.0		27.00	41.25
				95'.0	15'.0		14.25	51.25 Sqrs.
20	1st coat of tarring	...		400'.0	18'.0		72.00	72.00 Sqrs.

Sgd. H. K. MELSOM.

No. P 13
Voucher
No. 31
18-5-44

No. P 13. Voucher No. 31

P. 13.

Payable within 30 days from the date of issue.

CEYLON.

Station : Trincomalie.

No. P 13. Voucher No. 31.

Head :.....

Sub-head :.....

Payable to : Overseer S. Kandasamy.

Date	Detailed description of service rendered, work executed or goods supplied.								Rate	Amount	
	Rs.		c.								
	Pro. Dis.	Vochr.	Bill.	Est.	Yr.	Hd.	S.H.	Amt.			
	44	31	19	M 103	4	700	55	3425.70		3425	70
Authority :									Total	3425	70

I certify that the above account amounting to Rupees Three thousand Four hundred and Twenty-five and Cents Seventy is correct, and was incurred under the authority quoted, and that the rate/price charged is/are according to regulation/contract or fair and reasonable

Paid

Sgd. E. CASPERSZ,

Date : 18th May, 1944.

E. E., Trincomalie. 10

Received this 18th day of May, 1944, in payment of the above account, the sum of Rupees Three thousand Four hundred and Twenty-five and Cents Seventy.

Witnesses :

M. Chelliah.

Sgd. S. KANDASAMY,

Signature of Receiver.

On 6 cents stamp.

No. P 13 (a). Bill No. 19.

P 13 (a). Public Works Department—Monthly Bill Books.

No. P 13 (a).
Bill No. 19
18-5-44.Contract No.:.....
Overseer/Contractor : S. Kandasamy.Division : North-Western.
District : Trincomalie.No. P 13 (a). Bill No. 19.
Date of Service : 11th to 15th May.

Item No.	DESCRIPTION	Miles	D. S. R., Special, or Contract Item No.	M. B. Folio	Unit	Quantity	Rate		Amount		Overseer's or Contractor's Total for Work Done	Wages of Staff House Rent, &c.	Remarks
							Rs.	c.	Rs.	c.			
Improvements to China Bay Road 7th Mile.													
1	2" metal spread and consolidated by S. R. cables					98	8	20	803	60			
2	Additional 2" scarified				Sqrs.	113		62	70	06			
3	Supplying water for metal consolida- tion including 1 mile transport				Cbs.	98		62	60	76			
4	Semi grouting with hot tar				Sqrs.	223.20	1	10	245	52			
5	Cutting, transporting and filling gravel to edges of road, 1 mile transport				Cbs.	111.16			809	24			
						98.20	7	28	805	09			
						39.00			93	60			
6	Hard earth filling where necessary				"	52.00	2	40	124	00		E.C.	
7	Levelling and ramming the above earth filling				"	39.00			93	60			
					"	52.00	2	40	124	00			
8	Mending tynes of scarifier				No.	10		60	6	00			
9	Reducing high sides 6' wide				Mile	1		30	00	7	50		
10	Supplying and laying rubble bottom- ing				Sqrs.	124	7	43	921	32			
11	Erecting a temporary labourers' line with jungle timber and cadjan roof- ing at Kanniya				rooms	4	12	00	168	00			
									3687	45			
									3279	20		E.C.	
Brought forward									3279	20		E.C.	
									3687	45			
12	Pay of Kangany Muttusamy				Days	5	1	50	7	50		7	50
13	" Kangany Joseph				"	5	1	50	7	50		7	50
14	" Lineguard Sellammah				"	5		60	3	00		3	00
15	" " Weeramamah				"	5		60	3	00		3	00
16	'Bus fare for travelling labourers from Puttalam to Trincomalie				No.	4	4	25	17	00			
17	'Bus fare for travelling labourers from Talawa to Trincomalie				"	4	3	50	14	00			
18	Subsistence pay for above labourers 2nd and 3rd May, 1944, labourers 8 days 2 each				Days	16	2	00	32	00			
19	Subsistence paid for 23 labourers travelled by P. W. D. lorry No. 72 from A'pura to Trincomalie				"	23	2	00	46	00			
20	Pay of P. W. D. lorry driver P. Sara- vanamuttu 1st to 15th				"	15	3	50	52	50		52	50
21	Pay of Cleaner Sebastian				"	15	1	25	18	75		18	75
									3480	45		92	25
Brought forward									3480	45		92	25
Pay of Overtime worked 1st to 15th.													
22	P. Saravanamuttu, lorry driver				Hrs.	67½		35	23	62		23	62
23	Sebastian, cleaner				"	67½		12	8	10		8	10
24	Pay subsistence to registered Over- seer S. Kandasamy, monthly salary Rs. 70/- (1st to 15th)				Days	15	2	50	37	50			
25	Pay subsistence to registered Over- seer S. Sathasivam, monthly salary Rs. 70/-, 1st to 10th				"	10	2	50	25	00		25	00
26	Raman				"	5	2	50	12	50		12	50
27	Ramasamy				"	5	2	50	12	50		12	50
28	Veerasamy				"	5	2	50	12	50		12	50
29	Vellian				"	5	2	50	12	50		12	50
30	Maran				"	5	2	50	12	50		12	50
31	Banda				"	5	2	50	12	50		12	50
32	Ponnusamy				"	5	2	50	12	50		12	50
									3662	17	3425	70	236
									47	M	103	4	700
									55				

(Sgd.) S. KANDASWAMY,
Overseer.

Date : 18th May, 1944.

Passed for payment of Rupees 3662.17 only.
Sgd. E. CASPERSZ,
Exec : Engineer.

No. P. 13 (b) Measurements Form

P 13 (b).

No. P 13 (b)
Measure-
ment
Form
May, 44.

Public Works Department, Ceylon—Measurement Book.

Overseer/Contractor : S. Kandasamy.

No. P 13 (b). Measurement Form.

North-Western Provlince.

Station : Trincomalie.

10th—16th May, 1944.

10	Description	D.S.R. Special or Contract No.	No.	Length	Breadth	Depth	Quan- tity	Total
	Improvements to China Bay Road, 79th Mile.			250'.0"	10'.0"		25.00	
	Additional 2" scarified	...		420'.0"	10'.0"		42.00	
				200'.0"	8'.0"		16.00	
				300'.0"	10'.0"		30.00	118.00 sqrs
	Semi-grouting	...		1240'.0"	18'.0"		223.20	223.20 sqrs
	Cutting, transporting and fill- ing gravel	...	2	200'.0"	2'.6"	1'.0"	10.00	
20			2	260'.0"	3'.0"	1'.0"	15.60	
			2	410'.0"	2'.00"	1'.6"	7.80 24.60	
			2	340'.0"	2'.6"	1'.0"	17.00	
			2	344'.6"	3'.0"	1'.6"	31.00	
							12.96	111.16
			2	218'.0"	2'.0"	1'.6"	16.00	111.20 cubes
								E.C.
	Hard earth filling	...	2	260'.0"	5'.0"	1'.0"	26.00	
			2	180'.0"	5'.0"	1'.0"	13.00	
30								39.00
			2	180'.0"	5'.0"	1'.0"	13.00	69.00 cubes
	Supplying and laying rubble bottoming	...		124'.0"	10'.0"		124.00	124.00 sqrs

Sgd. S. KANDASAMY,

Overseer.

Sgd. H. K. MELSOM.

No. P 14
Voucher
No. 45
18-5-44

No. P 14. Voucher No. 45

P 14.

Payable within 30 days from the date of issue.

CEYLON.

Station : Trincomalie.

No. P 14. Voucher No. 45.

Head :

Sub-head :

Payable to : Overseer K. Durairajah.

Date	Detailed description of service rendered, work executed or goods supplied.								Rate Amount 10	
									Rs.	c.
May 1944	Pro. Dis.	Vochr.	Bill.	Est.	Yr.	Hd.	S.H.	Amt.		
	44	45	33	M 103	4	700	55	1710.32	1710	32
Authority :									Total	1710 32

I certify that the above account amounting to Rupees One thousand Seven hundred and Ten and Cents Thirty-two is correct, and was incurred under the authority quoted, and that the rate/price charged is/are according to regulation/contract or fair and reasonable.

Paid

Sgd. E. CASPERSZ,

Date : 18th May, 1944.

E. E., Trincomalie. 20

Received this 18th day of May, 1944, in payment of the above account, the sum of Rupees One thousand Seven hundred and Ten and Cents Thirty-two.

Witnesses :

N. Chelliah.

Sgd. K. DURAIRAJAH,

Signature of Receiver.

On 6 cents stamp.

No. P 14 (a.) Bill No. 33

P 14 (a.) Public Works Department—Monthly Bill Book.

No. P 14 (a.)
Bill No. 33
16-5-44.Contract No. :.....
Overseer/Contractor : K. Durairajah.Division : North-Western.
District : Trincomalie.No. P 14 (a.) Bill No. 33.
Date of Service : 10th to 15th May, 1944.

Item No.	DESCRIPTION	Miles	D. S. R., Special, or Contract Item No.	M. B. Folio	Unit	Quantity	Rate		Amount		Overseer's or Contractor's Total for Work Done		Wages of Staff House Rent, &c.		Remarks
							Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.	
Improvements to the Colombo Trincomalie Road.															
1	Breaking old surface of road to 2" depth and consolidating old and new road by steam roller 79 ml. ...				Cbs.	62.00	8	20	508	40	508	40			E.C.
2	Extra watering for metal consolidation ...				"	62.00		62	38	44	38	44			
						62.00			60	10	60	10			
						52.50			390	07	390	07			
						57.50			427	22	427	22			
3	6" to 9" broken and laid on bottom ...		38		Sqrs.	57.50	7	43	427	22	427	22			
4	Levelling and reducing high sides ...				Mile	$\frac{1}{8}$	30	00	3	75	3	75			
5	Gravel excavated and filled to edges on both sides including transporting to distance of 1 mile ...				Cbs.	72.00	7	28	524	16	524	16			
6	Levelling and trimming sides ...				Sq. Ft.	1400		20	280	00	280	00			
7	Mending tynes ...				No.	10		60	6	00	6	00			
8	Payment Kangany M. Seyathu ...				Days	6	1	50	9	00			9	00	
	P. Manikam ...				"	6	1	50	9	00			9	00	
	Lineguard Svandian ...				"	6		60	3	60			3	60	
	Lineguard Rasak ...				"	6		60	3	60			3	60	
									1395	43	1310	29	25	20	
									1776	02	1750	82	25	20	
Pay of S. R. Driver. Deduct over-payments in items 21 and 23 of bill No. for 27-4-44 to 9th May, 1944															
Pay of Fireman ...									40	50	40	50	—		
Do. Watcher ...															
									1735	52	1710	32	25	20	M 103 4 700 55

Sgd. K. DURAIRAJAH,
Overseer.

Date : 16th May, 1944.

Passed for payment of Rupees 1735.52 only.

Sgd. E. CASPERSZ,
Exec. Engineer.

No. P 14 (b)
Measurement
Form
16-5-44

No. P 14 (b) Measurement Form

P 14 (b).

Public Works Department, Ceylon—Measurement Book.

Overseer/Contractor : K. Durairajah.

No. P 14 (b). Measurement Form.

North-Western Province.

Station : Trincomalie.

15-5-1944.

Description	D.S.R. Special or Contract No.	No.	Length	Breadth	Depth	Quantity	Total	
Item No. 3.								
Rubble paving	...		300.0	10.0		30.00		
			150.0	10.0		15.00		
			50.0	10.0		5.00		E.C.
			75'.0	10.0		7.50		
					E.C.	37.50	52.50	
Gravel Item 5	...		250.0	3.0	2.0	15.00		
		2	500.0	3.0	1.6	45.00		
			200.0	3.0	2.0	12.00		20
						<u>72.00</u>		

Sgd. E. CASPERSZ,

Executive Engineer.

16-5-44.

Sgd. K. DURAIRAJAH,

Overseer.

Sgd. H. K. MELSOM.

No. P 15 Progress Report

PROGRESS REPORT ON IMPROVEMENT TO ROADS—TRINCOMALIE.

No. P 15
Progress
Report
12-2-44.

P No. 15. Progress Report.

Name of Road	Item of work	Total quantity required	Total quantity completed today	Anticipated date of completion	Explanation for delay if any
Improving 76th Mile Batticaloa Trincomalie Road (Estimate No. M 17 of 2-11-43) ...	1.	120 cubes 2" metal piled	15-00	30-6-44	
	2.	120 cubes 2" metal spread			
	3.	634 sqrs. semi grouting			
	4.	600 cubes gravel filling			
Inner Harbour Road from Love Lane Junction to Admiralty Bridge (Estimate No. M 49/41-42)	1. 27 & 44	1430 cubes earthwork	1319.36	30-4-44	
	2. 28 & 45	685 sqrs. rubble packing	447.36		
	3. 29 & 46	345 cubes metal piling	105.75		
	4. 30 & 47	1164 sqrs. semi-grouting	246.50		
	Sea wall	9697.71	8492.18		
	Bridges 112/1 & 112/2	3909.71	2185.55		
	Retaining wall	4793.72	4107.10		
	Boundary wall	2585.67	631.75		
	Culverts	1150.00	152.48		
Improvements to Miles 78, 79 & 80 (Estimate No. 229 for Rs. 112,500/-) ...				30-9-44	Estimate is being revised Work is in hand

Secret.

My No. S 2.

Trincomalie, 11 February, 1944.

S. E., N. W. D., forwarded in duplicate *vide* Your No. RG (b) of 2-2-44.

My No. H.G. (B) 12-2-44.

Sgd. E. CASPERSZ,
Executive Engineer.D. P. W. Br. S. Forwarded *vide* Your No. S 248/123 of 31-1-44.Sgd. J. H. DE K.
S. E., N. W. D.

No. P 16
Progress
Report
26-2-44.

No. P 16 Progress Report

PROGRESS REPORT ON IMPROVEMENT TO ROADS—TRINCOMALIE.

No. P 16. Progress Report.

Name of Road	Item of work	Total quantity required	Total quantity completed to date	Anticipated date of Completion	Explanation for delay, if any
(1) Improving 76 mile Batticaloa Trincomalie Road (Estimate 1717 of 2-11-43) ...	1.	120 cubes 2" metal piled	35-00	30-6-44	
	2.	120 cubes spread			
	3.	634 sqrs. semi grouting			
	4.	600 cubes gravel filling			
(2) Inner Harbour from Love Lane Junction to Admiralty Bridge (Est. M 49/41-42) ...	1-27 & 44	1430 cbs. earthwork	1319-36	30-4-44	
	2.28 & 45	685 rubbles packing	500-00		
	3.29	345 cbs. metal piling	120-00		
	4.30 & 47	1164 sqrs. semi grouting	600-00		
	Sea wall	Rs. 9697.71	8492-18		
	Bridge 112/1 & 112/2	3907.77	2185-55		
	Rotary wall	4793.72	4107-10		
	Boundary wall	2585.67	631-75		
Improvement to miles 78, 79, 80 Batticaloa Trinco Road (Est. 229 for Rs. 112,500/-) ...	4, 12 & 21	526 cbs. metal piled	30-00	30-9-44	Est. is being revised, every effort is being made to complete work early.

S 2, D. P. W., Pr. S. My No. RG (B), 28-2-44.

S. E., N. W. D. Forwarded *vide* No. 5.2.48/123 of 31-1-44.

S. E., N. W. D.

Forwarded in duplicate,

Sgd. E. CASPERSZ,
E. E., Trincomalie. 26-2-44.

No. P 17 Progress Report.

PROGRESS REPORT ON IMPROVEMENTS TO ROAD, TRINCOMALIE.

No. P 17
Progress
Report
7-3-44

No. P 17. Progress Report.

Name of Road	Item of work	Total quantity required	Total quantity completed to date	Anticipated date of completion	Explanation for delay, if any
(1) Improving 76 mile Batticaloa Trincomalie Road (Estimate No. M 17 of 2-11-43) ...	1.	120 cubes 2" metal piled	35-00	30-6-44	
	2.	120 cubes 2" metal spread			
	3.	634 sqrs. semi grouting			
	4.	600 cbs. gravel filling			
(2) Inner Harbour Road from Love Lane Junction to Admiralty Bridge (Estimate No. M 49/41-42)	... 1.27 & 44	1430 cbs. earthwork	1319.36 cbs.	30-4-44	
	2.28 & 45	685 sqr. rubble paving	500.00		
	3.29 and 46	345 cbs. metal filling	125.00		
	4.30 & 47	1164 sqr. semi grouting	600.00		
	Sea wall	Rs. 9697.71	Rs. 8492.18		
	Bridge 112/1 & 112/2	4793.72	4107.10		
	Boundary wall	2585.67	631.75		
Culvert	1150.00	152.48			
(3) Improving miles 78, 79 & 80 Batticaloa Trincomalie Road (Est. No. M 103/43-44) 4, 12 & 21	526 cubes 2" metal piled	32.00 cbs.	30-9-44	Heavy rain, every effort is being made to complete work earlier.
		526 cubes metal spread	10.00 cbs.		

D. P. W. My No. RG (d) 9-3-44.

Sgd. E. CASPERSZ,
E. E., Trincomalie. 7-3-44.

Forwarded :

Sgd. Illegibly,
S. E., N. W. D.

No. P 18
Progress
Report
25-3-44.

No. P 18 Progress Report

FORTNIGHTLY PROGRESS REPORT OF IMPROVEMENTS TO ROADS—TRINCOMALIE

No. P 18. Progress Report.

Name of Road	Item of work	Total quantity required	Total quantity completed to date	Anticipated date of completion	Explanation for delay, if any
(1) Improving 76 mile Batticaloa Trincomalie Road (Est. No. M 17/43-44) ...	1.	120 cubes 2" metal piled	35 cubes	30-6-44	
	2.	120 cubes 2" metal spread			
	3.	634 sqr. semi grouting			
	4.	600 cubes gravel filling			
(2) Inner Harbour Road from Love Lane Junction to Admiralty Bridge (Est. No. M 49/41-42) ...	1.27 & 44	1430 cubes earthwork	1319.36 cbs.	30-6-44	
	2.28 & 45	685 sqrs. rubble paving	576.00 sqrs.		
	3.29 & 46	345 cbs. metal piling	152 cbs.		
	4.30 & 47	1164 sqrs. semi grouting	600 sqrs.		
	Sea wall	Rs. 9697.71	Rs. 8492.18		
	Bridge 112/1 & 112/2	3907.77	2185.55		
	Retaining wall	4798.72	4107.10		
	Boundary wall	2535.67	631.75		
(3) Improving miles 78, 79 & 80 Batticaloa Trincomalie Road (Est. No. M 103/43-44) ...	4, 12 & 21	526 cbs. 2" metal piled	130 cbs.	30-9-44	Every effort is being made to complete work much earlier.
	5, 6, 13, 14, 22 & 23	526 cbs. 2" metal spread	78 cbs.		
	7.15 & 24	2850 sqrs. tarring	475.20 sqr.		

D. P. W. My. No. RG (B) 27-3-44.

Trincomalie, 25 March, 1944.
Forwarded :

Sgd. E. CASPERSZ,
Executive Engineer.

Forwarded :
Sgd. Illegibly,
S. E., N. W. D,

No. P 19 Progress Report

PROGRESS REPORTS ON IMPROVEMENTS TO ROADS—TRINCOMALIE FOR THE PERIOD ENDING 23-4-44.

No. P 19
Progress
Report
27-4-44.

No. P 19. Progress Report.

Name of Road	Item of work	Total quantity required	Total quantity completed to date	Anticipated date of completion	Explanation for delay, if any
(1) Improving 76 mile Batticaloa Trincomalie Road (Est. No. M 17 of 2-11-48) ...	1.	120 cbs. 2" metal piled	35 cbs.	30-6-44	
	2.	120 cbs. 2" metal spread			
	3.	634 sqrs. semi grouting			
	4.	600 cbs. gravel filling			
(2) Inner Harbour Road from Love Lane Junction to Admiralty Bridge (Estimate No. M 49/41-42) ...	1.27 & 44	1430 cbs. earthwork	1319.36 cbs.	30-6-44	
	2.28 & 45	685 sqrs. rubble bottoming	624 sqrs.		
	3.29 & 46	345 cbs. metal piling	181 cbs.		
	4.30 & 47	1164 sqs. semi grouting	600 sqrs.		
	Bridge 112/1 & 112/2	Rs. 3907.77	Rs. 2185.55		
	Sea wall	9697.71	8492.78		
	Retaining wall	4798.72	4107.10		
	Boundary wall	2585.67	631.75		
(3) Improving miles 78, 79 & 80 Batticaloa Trincomalie Road ...	4, 12 & 21	526 cbs. 2" metal piled	371½ cbs.	30-9-44	Every effort is being made to complete work much earlier.
	5, 6, 13, 14, 22 & 23	526 cbs. 2" metal spread	262 cbs.		
	7, 15 & 24	2850 sqrs. tarring	929.90 sqrs.		

D. P. W., Br. S. My No. RG (B) 4-5-44. Forwarded *vide* your No. S 248/123 of 31-1-44.
The E. E.'s last progress report dated 25-3-44 was forwarded *vide* my No. RG (B) of 27-3-44.

Sgd. E. CASPERSZ,
Executive Engineer. 27-4-44.

Sgd. Illegibly,
S. E., N. W. D.

No. P 20
Progress
Report
9-5-44.

No. P 20 Progress Report

FORTNIGHTLY PROGRESS REPORT ON IMPROVEMENT TO ROADS FOR THE PERIOD ENDING 9-5-44.

No. P 20. Progress Report.

Name of Road	Item of work	Total quantity required	Total quantity completed to date	Anticipated date of completion	Explanation for delay, if any
(1) Improving 75 mile Batticaloa to Trincomalie Road (Est. No. M 17 of 2-4-43) ...	1.	120 cbs. 2" metal piled	35 cbs.	30-6-44	
	2.	120 cbs. 2" metal spread			
	3.	634 cbs. semi grouting			
	4.	600 cbs. gravel filling			
(2) Inner Harbour Road from Love Lane Junction to Admiralty Bridge (Estimate No. M 49/41-42)	1.27 & 44	1430 cbs. earthwork	1319.36 cbs.	30-6-44	
	2.28 & 45	685 sqrs. rubble paving	624 sqrs.		
	3.29 & 46	345 cbs. rubble filling	181 cbs.		
	4.30 & 47	1164 sqrs. semi grouting	600 sqrs.		
	Sea wall	Rs. 9697.71	Rs. 8492.18		
	Bridge 112/1 & 112/2	3907.77	2185.55		
	Retaining wall	4793.72	4107.10		
	Boundary wall	2585.67	631.75		
Culverts	1150.00	152.48			
(3) Improving miles 78, 79 & 80 Batticaloa Trincomalie Road ...	4, 12 & 21	526 cbs. 2" metal piled	500 cbs.	30-6-44	Every effort being made to complete work much earlier.
	5, 6, 13, 14, 22 & 23	526 cbs. 2" metal spread	500 cbs.		
	7, 15 & 24	2850 sqrs. tarring	1800 sqrs.		

D. P. W., Br. S.

My No. RG (B) 10-5-44.

My No. 52. 9-5-44.

Forwarded :

Sgd. Illegibly,

S. E., N. W. D.

Sgd. E. CASPERSZ,
Executive Engineer.

No. P 21. Letter.

No. P 21
Letter
31-1-44

P 21.

My No. S 248/112—31-1-44.

Ref. : E. E. Trincomalie.

Letter No. R. 1 of 26-1-44 to your
address (copy forwarded to me).

The S. E., N. W. D.

TCO Road from Aerodrome to Junction of KDT-TCO Road.

I forward herewith copy of my report No. S 248/123 of the 29th instant to S/C & W. for your information. This report was submitted for the purpose of the Minister's attendance at a meeting of the War Council today and I have no doubt that he will represent the difficulties with which this Department is faced in Trincomalie as regards labour.

2. It is noted that the proposals of the E. E. Trincomalie with regard to this question are :

(a) To increase the basic rate for unskilled and skilled labour as follows :—

Unskilled labourer from Cents 80 to Re. 1.

Special labourers from Re. 1 to Rs. 1.50.

Artificers from Rs. 1.75 to Rs. 3.50

Special Artificers from Rs. ? to Rs. 4.25

20 (b) To apply a further 100% increase to these proposed basic rates to cover increased living costs and War Allowance

and presumably the intention is to apply these increased labour rates to D. S. R. items.

It is further noted that such increased labour rates will result to increases of the basic D. S. rates varying from 100% to 135% as against the 50% authorised limit at present in force.

3. As pointed out in my report to the Minister this continual increase of departmental rates in order to attract labour is creating very undesirable competition between ourselves and the Services, to avoid 80 which, it is considered best to request the Services to provide the labour required for the work from their funds, or in the alternative to authorise the enhanced departmental rates. In the circumstances therefore Treasury authority is not being sought for increased rates until the reply to our request for the Services to supply labour is made known.

In the case of metal breaking however it must be noted that Departmental rates are now based upon controlled rates at the quarry and not upon the D. S. R. and that in any case the controlled rates cannot be exceeded.

No. P 21
Letter
31-1-44—
continued

4. The E. E. Trincomalie by his letter No. R. 1 of 9-12-43 to your address has in addition to his request for enhanced rated on the basis referred to above requested the following :—

- (a) Permission to go to Kalmunai to recruit necessary labour (metal breakers) ;
- (b) Authority to supply free midday meals to all and tea in the afternoon ;
- (c) Authority to employ four temporary overseers and one clerk ;
- (d) Authority to pay all travelling expenses of labourers from their homes to Trincomalie and back.

10

With regard to (a) permission is granted, as regards (b) if the Services provide the labour as requested, this concession will be a matter for them to consider ; with regard to (c) there is no objection to the employment of temporary overseers against the special estimates concerned, one of them may occasionally help in the office when required, while with regard to (d) there is no objection to this provided such expenses can be met against the estimate.

5. **Transport.**—You will note from my report to the Minister that the Services have been asked to supply 5 lorries, and it is hoped that if they are supplied, that the E. E., Trincomalie, will be able to fully employ them as soon as received.

6. **Materials.**—The E. E.'s requisitions of 17-1-44 are being forwarded for execution.

Sgd. T. H. LEADER,
for D. P. W.

My. No. RG (B) 7-2-44.

Secret.

E. E. Trincomalie.

For information and necessary action.

Please report the names of the four temporary Overseers who were engaged. They should be made to understand that their services are purely temporary and they will be discontinued on completion of these works.

Sgd. J. H. DE K.,
S. E., N. W. D.

No. P 22 Statement of Accused to Mr. Bradley

No. P 22
Statement of
accused to
Mr. Bradley
18-7-44

Statement of Accused to Mr. Bradley.

P 22.

OFFICE MEMO.

A. J. E. G. CASPERSZ—The Confidential report No. R (G) B. 1 of 20-6-44 made by the S. E., N. W. D., to D. P. W. was read over to Mr. Caspersz.

Q. What have you to say with regard to the truth of the statements made by the S. E. and particularly as to the one in which he states that you visited him at the Circuit bungalow and admitted that you had made 10 payments for rubble bottoming which had not actually been done. Is this correct ?

A. Yes. I admit this in full—and went to the Circuit bungalow with the firm intention of telling him.

Q. It is therefore correct that the payment of the amount stated viz. Rs. 6,224.04 was made for work according to the measurement given in the statement to the several overseers named ?

A. Yes.

Q. What reason have you to give for having done this ?

A. At a discussion on 23rd February with the A. D. (Mr. T. H. 20 Leader) and S. E., N. W. D., I was instructed by the A. D. to get this work done as quickly as possible by paying anything and anyhow as long as it was reasonable.

He added I give you Carte blanche over it. As soon as the work was put in hand and proceeded with, I noticed (torn) and it was brought to my notice by the overseers that the (torn) with labour in this district did not cover up their cost with the payments made so when they appealed to me for permission to charge this item I allowed it to all overseers working on that job. I thought if 100% increase on the pre-War D. S. R. rates is allowed, still this does not sufficiently cover up the costs of labour on 30 their works for reasons such as recruiting of labour food and living costs Advances, desertions and daily expense of keeping labour on site of works and many other overhead charges. ~~I thought~~ a labourer is paid Rs. 2.50 a day on check-roll for these works, still I am aware that practically all overseers had all their labour being paid a minimum of about Rs. 3.50 per day. A cube of earthwork on the 100% increase to D. S. R. would work to Rs. 1.60 which is a demonstration of how the present rates work to the detriment of an executive officer trying to have a job of this kind executed against time, the difficulty of obtaining labour and the difficulty of keeping them. My sole purpose was to get the work done and to that 40 extent I succeeded till I was relieved of it. If I have acted foolishly I

Though

No. P 22
Statement of
accused to
Mr. Bradley
13-7-44—
continued

request time to call back all these over payments made to the various overseers regarding road foundation and refund it to revenue. I make bold to state that there has been no collusion between myself and the overseers.

Sgd. E. CASPERSZ,

13-7-44.

MR. H. K. MELSON, J.A.E.

Q. You were employed on the China Bay Road works from March 6. From whom did you receive instructions as to your duties ?

A. The E. E., Mr. Caspersz.

10

Q. Were you entrusted by the E. E. with making measurements and passing the bills ?

A. Not all the bills, but I was so instructed as regards some of them.

Q. Did you actually take the measurements yourself ?

A. I did on certain items, such as earthwork or tarring.

Q. Did you check up these items on the measurement sheets ?

A. Yes.

Q. How did you certify their correctness or otherwise ?

A. By signing the document.

Q. Did you sign the bill of Overseer K. Thambyah for March and 20 also the attached measurement sheet ?

A. Yes, because Mr. Caspersz was on leave.

Q. The measurement sheet shows an item for 400' x 18' rubble bottoming. This you altered in red ink to 333—4' x 18'. Did you actually measure this work ?

A. No.

Q. Why did you include it in the measurement and bill and not strike it off ?

A. Because I was instructed to pass this item.

Q. Why did you alter this measurement ?

30

A. Because I was asked to cut this item down.

Q. Did you subsequently pass similar items to Overseer Thuraijah in April and to this Overseer Kandasamy in May ?

A. Yes.

Q. Did you not think this was a wrong thing to do ?

A. Yes, I told Mr. Caspersz so, but he told me that the Minister for Communications had ordered that this work had to be completed at all costs and that money was a secondary affair and that it had to be done to satisfy the overseers.

Q. Did you not think it was your duty to bring this to the notice of the S. E. ?

No. P 22
Statement of
accused to
Mr. Bradley
13-7-44—
continued

A. Yes. I told Mr. Caspersz several times and it was after that that Mr. Caspersz complained that I was not sufficiently experienced and I was transferred to Badulla.

Cross-examined by Mr. Caspersz.

Q. Are you quite clear that I said that it was the M. C. & W. who sent this letter ?

A. Yes. I am sure that it emanated from the Minister.

10 See D. P. W.'s S/248/123 of 10-3-44.

Q. Did you think that the statement that money was of secondary importance implied that work which had not been done was to be paid for ?

A. No.

Q. Was there to your knowledge any rubble bottoming laid in connection with the China Bay road work.

A. No.

Sgd. H. K. MELSON.

No. P 23. Cheque.

No. P 23
Cheque
10-5-44

P 23.

No. 141969.

Colombo, 10-5-1944.

20

Bank of Ceylon.

Pay Mr. S. Kandasamy or Order

Three thousand three hundred and sixty and cents sixty.

Rupees ~~Four Thousand four hundred and eight and cents Ninety two only.~~
cents sixty only.

on Government Account.

3360/60

Rs. ~~4408/02~~

3360/60

Sgd. E. CASPERSZ,

80

Sgd. M. CHELLIAH,
H. C.

E. E., Trincomalie.

Reverse of cheque :

Sgd. S. KANDASAMY,

No. P 24
Cheque
12-4-44

No. P 24. Cheque.

P 24. **No. 141911. Colombo, 12th April, 1944.**
Bank of Ceylon.

Pay Overseer K. Thambyah or Order
Rupees One thousand five hundred and eighty-three and cents twelve only.

on Government Account.

Rs. 1583/12.

Sgd. S. PATONJALI,
for H. C.

Sgd. E. CASPERSZ,
E. E., Trincomalie. 10

Reverse of cheque : Sgd. K. THAMBYAH.

No. P 25
Cheque
18-5-44

No. P 25. Cheque.

P 25. **No. 141991. Colombo, 18-5-1944.**
Bank of Ceylon.

Pay Mr. D. A. Perera or Order
Rupees Eight hundred and forty-four and cents seventy only.

on Government Account.

Rs. 844/70.

Sgd. M. CHELLIAH,
H. C.

Sgd. E. CASPERSZ,
E. E., Trincomalie. 20

Reverse of cheque : Sgd. D. A. PERERA,

No. P 26
Cheque
18-5-44

No. P 26. Cheque.

P 26. **No. 141990 Colombo, 18-5-1944.**
Bank of Ceylon.

Pay Mr. D. V. Amarasinghe or Order
Rupees Five hundred and forty-one and cents seventy-nine.

on Government Account.

Rs. 541/79.

Sgd. M. CHELLIAH,
H. C.

Sgd. E. CASPERSZ,
E. E., Trincomalie. 30

Reverse of cheque : Sgd. D. V. AMARASINGHE,

• No. P 27. Cheque.

No. P 27
Cheque
11-4-44

P 27. No. 141902. Colombo, 11th April, 1944.

Bank of Ceylon.Pay Overseer K. Thambyah or Order.
Rupees Three thousand six hundred and seventeen and cents eighty-six.

on Government Account.

Rs. 3617/86.

10 Sgd. S. PATHANJALI,
for Head Clerk.Sgd. E. CASPERSZ,
E. E., Trincomalie.

Reverse of cheque : Sgd. K. THAMBYAH.

No. P 28. Cheque.

No. P 28
Cheque
10-5-44

P 28. No. 141967. Colombo, 10-5-1944.

Bank of Ceylon.Pay Mr. K. Thambyah or Order
Rupees One thousand and Ninety-six and cents twenty-nine,
on Government Account.

Rs. 1096/29.

20 Sgd. M. CHELLIAH,
Head Clerk.Sgd. E. CASPERSZ,
E. E., Trincomalie.

Reverse of cheque : Sgd. K. THAMBYAH.

No. P 29. Cheque.

No. P 29
Cheque
10-5-44

P 29. No. 141970. Colombo, 10-5-1944.

Bank of Ceylon.Pay Mr. K. Durairajah or Order
Rupees Three thousand two hundred and eighty-three and cents nineteen.

on Government Account.

Rs. 3283/19.

80 Sgd. M. CHELLIAH,
Head Clerk.Sgd. E. CASPERSZ,
E. E., Trincomalie.

Reverse of cheque : Sgd. K. DURAIRAJAH,

No. P 30
Cheque
18-5-44

No. P 30. Cheque.

P 30. No. 141992. Colombo, 18-5-1944.
Bank of Ceylon.

Pay Mr. K. THAMBIAH or Order
Rupees One thousand eight hundred and seventy-eight and cents
twenty-six.

on Government Account.

Rs 1878/26

Sgd. M. CHELLIAH,
Head Clerk.

Sgd. E. CASPERSZ,
E. E., Trincomalie. 10

Reverse of cheque : Sgd. K. THAMBIAH.

No. P 31
Cheque
18-5-44

No. P 31. Cheque.

P 31. No. 141982. Colombo, 18-5-1944.
Bank of Ceylon.

Pay Mr. S. Kandasamy or Order
Rupees Three thousand four hundred and twenty-five and cents
seventy only.

on Government Account.

Rs. 3425/70.

Sgd. M. CHELLIAH,
Head Clerk.

Sgd. E. CASPERSZ, 20
E. E., Trincomalie.

Reverse of cheque : Sgd. S. KANDASAMY.

No. P 32
Cheque
18-5-44

No. P 32. Cheque.

P 32. No. 141988. Colombo, 18-5-1944.
Bank of Ceylon.

Pay Mr. K. Durairajah or Order
Rupees One thousand seven hundred and ten and cents thirty-two.

on Government Account.

Rs. 1710/32.

Sgd. M. CHELLIAH,
Head Clerk.

Sgd. E. CASPERSZ, 30
E. E., Trincomalie.

Reverse of cheque : Sgd. K. DURAIRAJAH,

P 33. **No. P 33. Receipt Book.** Intd. **No. P 33**
3/8. **Receipt**
Book
 Receipt Book Nos. 044201—044800.
 Production in
 M. C. Trincomalie No. 1384.

No. P 33 (a). Counterfoil of Receipts.

P 33 (a). **Y/4 No. 044280.** **No. P 33 (a)**
21-7-44
Counterfoil
of Receipt
21-7-44
 Date : 21-7-1944.

10 Received from Overseer D. A. Perera, P. W. D., cheque the sum of
 Rupees Four hundred and eighty-two and cents ninety-five.....
 being overpayment on rubble paving.

Rs. 482/95. **F 100** Sgd. E. CASPERSZ.

No. P 33 (b). Counterfoil of Receipt.

P 33 (b). **Y/4 No. 044281.** **No. P 33 (b)**
21-7-44
Counterfoil
of Receipt
21-7-44
 Date : 21-7-1944.

Received from Overseer D. V. Amarasinghe, P. W. D., Chilaw, the
 sum of Rupees Three hundred and four and cents sixty-three..
 20 being overpayment on rubble paving.

Rs. 304/68. **F 100.** Sgd. E. CASPERSZ.

No. P 33 (c). Counterfoil of Receipt.

P 33 (c): **Y/4 No. 044282.** **No. P 33 (c)**
21-7-44
Counterfoil
of Receipt
21-7-44
 Date : 21-7-1944.

Received from Overseer K. Thambiah, P. W. D., Kinneiya, the sum
 of Rupees Two thousand six hundred and eighty and cents thirty-seven
being overpayment on rubble paving.

Rs. 2680/37. **F 100.** Sgd. E. CASPERSZ,

No. P 33 (d)
Counterfoil
of Receipt
21-7-44

No. P 33 (d). Counterfoil of Receipt.

P 33 (d).

Y/4 No. 044283.

Date : 21-7-1944.

Received from Overseer K. Durairajah, Horapotana, the sum of Rupees Eight hundred and ninety-eight and cents fifty-eight, overpayment on rubble paving.

Rs. 898/58.

Sgd. E. CASPERSZ.

No. P 33 (e)
Counterfoil
of Receipt
21-7-44

No. P 33 (e). Counterfoil of Receipt.

P 33 (e).

Y/4 No. 044284. 10

Date : 21-7-1944.

Received from Overseer S. Kandasamy, Mihintale, the sum of Rupees One thousand eight hundred and fifty-seven and cents fifty only..... being overpayment on rubble paving.

Rs. 1857/50.

F 100.

Sgd. E. CASPERSZ.

No. P 34
Receipt
21-7-44

No. P 34. Receipt.

P 34.

No. T/5 No. 43361.

Trincomalie Kachcheri.

Date : 21-7-1944.

Received from the Executive Engineer, P. W. D., Trincomalie, 20 Rupees Six thousand two hundred and twenty-four and cents three onlybeing recovered on account of overpayments to Estimate No. M 103/43 ex Hd. 700 S. H. Estimates 85.

Rs. 6224/03.

Sgd.
Shroff.

No. P 35
Letter
26-6-44

No. P 35. Letter.

P 35.

Walahapitiya, 26-6-1944.

Through E. E., Chilaw.

E. E., Trincomalie.

Sir,

With reference to your letter No. 52 of 13-6-44, I beg to inform you that I came to Trincomalie with the metal breakers and miscellaneous labourers on the instructions received from the E. E., Chilaw, and on the

understanding that the metal breakers would be paid at the rate of Rs. 18 per cube at the quarry and spreading would be paid at Rs. 8 to Rs. 9 per cube.

No. P 35
Letter
26-6-44—
continued

On my arrival with the labourers for these works, after making heavy advances to them as inducement to go to Trincomalie I was accosted in your office by Overseers Anthonipillai, Thambyah and two others from Trincomalie district, who told me that the rate arranged by them with you (E. E.) was from Rs. 12 to Rs. 15 for 2" metal and that their labourers should not be made to understand that I had arranged to pay my labourers
10 anything over their rates. When I put this matter before you I was informed that in the circumstances my labourers can do other miscellaneous works and not metal breaking and spreading and that you would see that I was compensated for any loss on that account.

Accordingly the item now you wish me to refund was included in the Bills on your instructions and paid to me. I have now settled my labourers and other accounts. Concerning this work and therefore regarding that I have no way of refunding any money.

I beg to remain,
Your obedient servant,

Sgd. D. A. PERERA.

20 E. E., Trincomalie,
Forwarded :

Sgd. C. RASIAH,
E. E., Chilaw.

No. P 36 Paying-in Slip.

P 36. Paying-in Voucher.

No. P 36
Paying-in
slip
21-7-44

Head of Receipt : Impersonal Account.

Date : 21st July, 1944.

Sub-Head : Authorised Advance Try, on account of works done for
Imperial Authorities.

80 To : The Assistant Government Agent, Trincomalie.
(Here state Bank or Department to which payment is made.)

Please receive to the credit of the Government of Ceylon from the Executive Engineer, P. W. D , Trinccmalie.

Rupees Six thousand two hundred and twenty-four and cents three, being recoveries on account of overpayments on Estimate No. 103/43, 44, Head 700 S. H. 55.

Sgd. E. CASPERSZ,
Executive Engineer.

P 37. Register Shewing the Payment of Cheques

No. P 37
Register
shewing the
payment
of cheques
(May, '44)

EXTRACTS FROM P 37

Date	Name of Drawer	Name of Bank	Cheque No.	Date of Cheque	Name of Payee	Amount Rs. cts.	Payee's Signature	Commen.
10-5-44	E. E. Trincomalie	Bank of Ceylon	141969	10-5-44	S. Kandasamy	3,360 60	S. Kandasamy	—
12-4-44	E. E. Trincomalie	do.	141911	12-4-44	K. Thambyah	1,583 12	K. Thambyah	—
18-5-44	E. E. Trincomalie	do.	141991	18-5-44	D. A. Perera	844 70	D. A. Perera	—
18-5-44	E. E. Trincomalie	do.	141990	18-5-44	D. V. Amarasinghe	541 79	D. V. Amarasinghe	—
11-4-44	E. E. Trincomalie	* do.	141902	11-4-44	K. Thambyah	3,617 86	K. Thambyah	—
10-5-44	E. E. Trincomalie	do.	141967	10-5-44	K. Thambyah	1,096 29	K. Thambyah	—
10-5-44	E. E. Trincomalie	do.	141970	10-5-44	K. Durairajah	3,283 19	K. Durairajah	—
18-5-44	E. E. Trincomalie	do.	141992	18-5-44	K. Thambyah	1,878 26	K. Thambyah	—
18-5-44	E. E. Trincomalie	do.	141982	18-5-44	S. Kandasamy	3,425 70	S. Kandasamy	—
18-5-44	E. E. Trincomalie	do.	141988	18-5-44	K. Durairajah	1,710 32	K. Durairajah	—

No. P 38 Letter

No. P 38
Letter
26-6-44

P 38. Registered.

D. A. Perera.

Walahapitiya,
Nattandiya, 26 June, 1944.The Executive Engineer,
Trincomalie.

Sir,

With reference to your letter No. S 2 of 13-6-44 I beg to inform you that I came to Trincomalie with the metal breakers and miscellaneous, 10 labourers on the instructions received from the E. E., Chilaw, and on the understanding that the metal breakers would be paid at the rate of Rs. 18 per cube at the quarry and spreading would be paid at Rs. 8 to Rs. 9 per cube.

On my arrival with the labourers for these works, after making heavy advances to them as inducement to go to Trincomalie I was accosted in your office by Overseer Anthony pillai, Thambyah and two others from Trincomalie district, who told me that the rate arranged by them with you were from Rs. 12 to Rs. 15 for two inch metal and that their labourers should not be made to understand that I had arranged to pay my labourers 20 anything over their rate. When I put this matter before you I was informed that in the circumstances my labourers can do other miscellaneous works, and not metal breaking and spreadings, and that you would see that I was compensated for any loss on that account.

Accordingly the items now you wish me to refund were included in the bills on your instructions and paid to me. I have now settled my labourers and other accounts connected with this work, and therefore regret that I have no way of refunding any money.

E. E., Trincomalie.

I beg to remain, Sir,
Your obedient servant,

30 Forwarded :

Sgd. D. A. PERERA,
Overseer.Sgd. C. RASIAH,
E. E., Chilaw. 27-6-44.

No. P 39. Letter.

No. P 39
Letter
5-7-44My No. 248/123—5-7-44.
Your No. R.G. (b) of 23-6-44.

The S. E., N. W. D.

Improvements to Roads in Trincomalie.

The tendered rate of Rs. 18 may be accepted. The tenders are returned herewith,

No. P 39
Letter
5-7-44
—continued.

2. The Executive Engineer's reply to my letter No. L. M. 28 of 13-6-44 is awaited. He should confirm and give particulars and state that the quantity of work done at enhanced D. S. Rates covered the amount of Rs. 2.50 per day referred to in my letter No. L. M. 28 of 13-6-44.

Sgd. A. MAHADEVA,
for D. P. W.

No. P 40
Application
for
Rs. 20,000 P 40.
1-4-44

No. P 40. Application for Rs. 20,000.

My F1—1-4-44.

Advance and Weekly Payments.

Please deposit a sum of Rupees Twenty thousand (Rs. 20,000) in 10 the Bank of Ceylon for Advance and Weekly payments.

Sgd. H. MELSON,
E. E., Trincomalie.

No. P 40 (a)
Receipt
5-4-44 P 40 (a).

No. P 40 (a). Receipt.

Mag. 13/10/45.

Y/4 No. 044246.
Date : 5th April, 1944.

Received from the Director of Public Works, Colombo, the sum of Rupees Twenty thousand only and cents..... being demand for April, 1944. 20

Rs. 20,000.

Sgd. MELSON,
E. E., Trincomalie.

No. P 41
Application
for
Rs. 10,000 P 41.
8-4-44
D. P. W.

No. P 41. Application for Rs. 10,000.

My No. F1—8-4-44.

Branch F. A.

Please deposit in the Bank of Ceylon a further sum of Rupees Ten thousand (Rs. 10,000) for Weekly and Advance payments.

Sgd. PATANJALI,
H. C.
for E. E., Trincomalie. 30

No. P 41 (a). Receipt.No. P 41 (a)
Receipt
12-4-44**P 41 (a).**

Y/4 No. 044247.

Date : 12th April, 1944.

Received from the Director of Public Works, Colombo, the sum of Rupees Ten thousand only and cents..... being demand for April, 1944.

Rs. 10,000.

Sgd. E. CASPERSZ,
*E. E., Trincomalie.***No. P 42. Application for Rs. 5,000.**No. P 42
Application
for Rs. 5000
15-4-44**10 P 42.**

My No. F1—15-4-44.

D. P. W.

Branch FA.

Weekly Payments.

Please deposit a further sum of Rs. 5,000 in the Bank of Ceylon for Weekly payment.

Sgd. E. CASPERSZ,
*E. E., Trincomalie.***No. P 42 (a). Receipt.**No. P 42 (a)
Receipt
18-4-44**P 42.**

Y/4 No. 044249.

Date : 18th April, 1944.

20 Received from the Director of Public Works, Colombo, the sum of Rupees Five thousand only and cents..... being demand for April, 1944.

Rs. 5,000

Sgd. E. CASPERSZ,
E. E., Trincomalie,

No. P 43
Application
for
Rs. 14834.51
25-4-44

No. P 43. Application for Rs. 14,834.51.

Bills for the Month of April, 1944.

Bill No.	Names	Amount.	
		Rs.	cts.
1	Office Bill	4,411	35
2	Overseer S. Karthigesu	9,789	99
3	Overseer P. Muttucumaru	678	50
4	Overseer T. Subramaniam	649	98
5	Overseer K. Durairajah	747	39 10
6	Overseer N. Eliyapillai	1,350	59
7	Overseer T. Canagaratnam	2,503	91
8	Overseer F. J. Zavier	644	42
9	Overseer K. I. Chelliah	3,174	83
10	Overseer S. Ratnam	534	82
11	Overseer K. Thambyah	770	50
12	Overseer K. Ponnampalam	1,730	89
13	Overseer N. Thevathasan	1,215	72
14	Overseer S. Sathasivam	59	95
15	Overseer S. Kandasamy	403	58 20
	Unclaimed wages A/C	230	68
	Absentee vouchers	2,237	28
	Office Staff pay list	406	50
	E. E.'s travelling allowance and claims	577	65
	S. I. S. travelling	74	25
	Order for the Baskets and Cadjan	435	00
	Wages of S. R. Staff at China Bay	2,369	36
	Weekly payments to Overseers on China Bay section of Road	15,737	37
		50,734	51 30
	Amount received	35,900	00
	Balance to remit	14,834	51

D. P. W. Branch FA.

Please make an effort to send the documents to reach me on Friday, the 29th instant, as I have informed all Overseers to attend office for payment on that date.

The delay in sending the Bills which is due to various reasons is regretted.

Sgd. E. CASPERSZ,
E. E., Trincomalie. 25-4-44, 40

No. P 45 (b)
Receipt
13-5-44

P 45 (b).

No. P 45 (b). Receipt.

Y/4 No. 044256.
Date : 13-5-1944.

Received from the Director of Public Works Br. F. B. the sum of Rupees Fifteen thousand only and cents.....being demand for May, 1944.

Rs. 15,000. _____ Sgd. E. CASPERSZ.

No. P 46
Telegram
May '44

P 46.

No. P 46. Telegram.

Ceylon Telegrams.

20 Alfred Place. 10

0 OF TRINCOMALIE STATE 17.

DEPOSIT Rs. 10,000 FOR ADVANCE PAYMENTS. EX-ENG.

No. P 46 (a)
Letter
15-5-44

P 46 (a).

No. P 46 (a). Letter.

My No. F1 of 15-5-44.

D. P. W. Branch F. B.
Colombo.

The following telegram sent to you today is hereby confirmed. :—
Deposit Rs. 10,000 for advance payment. EX-ENG.

_____ Sgd. E. CASPERSZ,
E. E., Trincomalie. 20

No. P 46 (b)
Receipt
17-5-44

P 46 (b).

No. P 46 (b). Receipt.

Y/4 No. 044257.
Date : 17-5-1944.

Received from the Director of Public Works Branch FB. the sum of Rupees Ten thousand only.....being demand for May, 1944.

Rs. 10,000. _____ Sgd. E. CASPERSZ.

No. P 47
Telegram
May '44

P 47.

No. P 47. Telegram.

Ceylon Telegrams.

D P W BR F.B. COLOMBO .30

0 NI TRINCOMALIE STATE 16.

DEPOSIT TODAY Rs. 10,000 FOR PAYMENT—EXENG,

No. P 47 (a). Letter.No. P 47 (a)
Letter
18-5-44

P 47 (a).

My No. F1 18-5-44.

D. P. W. Br. F. B.

I have to confirm the following telegram sent to you today. Deposit today Rs. 10,000 for payments. EX-ENG.

Sgd. M. CHELLIAH,
_____ for E. E., Trincomalie.

No. P 47 (b). Receipt.No. P 47 (b)
Receipt
20-5-44

P 47 (b).

Y/4 No. 044258.

10

Date : 20-5-44.

Received from the Director of Public Works Br. F. B. the sum of Rupees Ten thousand only cents.....being demand for May, 1944

Rs 10,000.

Sgd. E. CASPERSZ,
_____**No. P 48. Application for Rs. 20,000.**No. P 48
Application
for
Rs. 20,000
24-5-44

P 48.

F1—24-5-44.

D. P. W. Br. F. B.

Deposit.

Please deposit in the Bank Rs. 20,000 for payment.

Sgd. E. CASPERSZ,
_____ E. E., Trincomalie.

20

No. P 48 (a). Receipt.No. P 48 (a)
Receipt
26-5-44

P 48 (a).

Y/4 No. 044259.

Date : 26-5-1944.

Received from the Director of Public Works Br. FB. the sum of Rupees Twenty thousand only and cents.....being demand for May, 1944.

F. 71.
Rs. 20,000.

Sgd. E. CASPERSZ.

No. P 49. Bank Statement.

No. P 49.
Bank Statement
May, '44.

P 49.

A/O No.

The Executive Engineer, Trincomalie. 6182. In Account with Bank of Ceylon, Colombo.

Old Balance	Date	Cheque No.	Particulars	Debit Rs. cts.	Credit Rs. cts.	Balance Rs. cts.
	1944					
6,053 15						
6,053 15 Bl.	1 Apl.		By Balance		900 00	6,053 15 Bl.
	3 Apl.		TRF	61 50		6,891 65 Bl.
	3 Apl.	877				
					20,000 00	
6,891 65 Bl.	4 Apl.	887				
	4 Apl.	887		474 48		
	4 Apl.	886		609 17		25,808 00 Bl.
25,808 00 Bl.	5 Apl.	891		58 51		
	5 Apl.	893		2,056 81		
		889		502 06		
		895		309 00		22,881 62 Bl.
22,881 62 Bl.	11 Apl.	868		700 00		
	11 Apl.	882		248 71		
	11 Apl.	899		1,505 14		
	11 Apl.	896		42 25		
	11 Apl.	898		1,000 00		
	11 Apl.	897		2,000 00		17,385 52 Bl.
17,385 52 Bl.	12 Apl.	902		8,617 86		
	12 Apl.	901		504 12		
	12 Apl.	904		600 00		
	12 Apl.	903		650 00		
	12 Apl.	906		1,268 04		
	12 Apl.	905		1,800 00		
	12 Apl.		HQ		10,000 00	18,945 50 Bl.
18,945 50 Bl.	14 Apl.	911		1,583 12		
	14 Apl.	913		102 30		
	14 Apl.	910		319 00		
	14 Apl.	907		150 00		16,791 08 Bl.
16,791 08 Bl.	15 Apl.	914		700 00		
	15 Apl.	915		600 00		
	15 Apl.	917		426 41		
	15 Apl.	916		300 00		14,764 67 Bl.
14,764 67	17 Apl.	909		1,458 50		
	17 Apl.		Chq.		5,000 00	18,806 17 Bl.
18,806 17	18 Apl.	918		217 05		18,089 12 Bl.
18,089 12	21 Apl.	892		29 75		
	21 Apl.	912		4,000 00		14,059 37
14,059 37 Bl.	22 Apl.	919		743 87		
	22 Apl.	920		1,000 00		
	22 Apl.	894		67 67		12,247 83 Bl.
12,247 83	24 Apl.	888		1,219 88		
	24 Apl.	922		211 25		
	24 Apl.	921		100 00		10,716 75 Bl.
10,716 75	26 Apl.		TRF		1,048 16	
	26 Apl.		TRF		14,834 51	26,599 42 Bl.
26,599 42	27 Apl.	925		1,048 16		25,551 26
25,551 26	29 Apl.	926		160 94		25,390 32
25,390 32 Bl.	30 Apl.		By Balance			25,390 32 Bl.
25,390 32 Bl.	1 May	934		634 68		
	1 May	942		446 87		
	1 May	900		177 65		21,231 12 Bl.
21,231 12	1 May	927		2,900 00		
	2 May		TRF		10,000 00	
	2 May	939		249 63		30,981 49
30,981 49	3 May	936		248 67		
	3 May	944		135 00		
	3 May	948		457 23		
	3 May	931		21 00		
	3 May	930		15 00		
	3 May	940		950 24		29,154 35 Bl.
29,154 35	4 May	935		1,653 09		27,501 26
27,501 26	5 May	953		217 50		
	5 May	928		5,237 14		
	5 May	954		68 00		
	5 May	950		308 79		
	5 May	932		660 75		21,009 08
21,009 08	6 May	957		102 50		
	6 May	956		19 70		
	6 May	938		317 22		
	6 May	952		2,395 28		18,174 38
18,174 38 Bl.	10 May	923		700 00		
	10 May	960		42 25		
	10 May	959		51 00		
	10 May	961		851 00		
	10 May	963		57 50		16,472 63 Bl.
16,472 63 Bl.	11 May	941		545 82		
	11 May	962		2,178 15		
	11 May		RFT		15,000 00	
	11 May	951		58 51		
	11 May	933		438 39		
	11 May	964		110 90		
	11 May	967		1,096 29		
	11 May	968		750 00		
	11 May	969		3,360 60		
	11 May	970		3,283 19		
	11 May	966		39 70		
	11 May	965		300 50		19,310 58 Bl.

19,810	58	11 May	955		500	50		19,810	58 Bl.
		12 May	958		24	66			
		12 May	937		552	21			
		12 May	945		411	00			
17,459	71	12 May	946		863	00		17,459	71 Bl.
		15 May	949		254	90			
		15 May	943		600	00			
		15 May	971		1,000	00			
15,513	16	15 May	947		91	65		15,513	16 Bl.
		16 May	973		1,372	96			
		16 May	974		250	00		23,820	20
			972		70	00			
23,820	20	16 May		TRF			10,000	00	
		17 May	929		4,290	00		19,480	20
		17 May	977		100	00			
19,430	20 Bl.	19 May	981		1,576	45			
		19 May	982		3,425	70			
		19 May	984		1,617	23			
		19 May	985		2,500	00			
		19 May	987		947	62			
		19 May	988		1,710				
		19 May	989		1,395	50			
		19 May	990		541	79			
		19 May	991		844	70			
		19 May	992		1,878	26			
		19 May	980		754	60			
		19 May	978		703	96			
		19 May	976		1,000	00			
		19 May	975		60	80			
		19 May	979		1,085	13			
9,438	14	19 May		TRF			10,000	00	9,488
		20 May	924		30	98			14 Bl.
9,407	16	24 May	993		500	00		9,407	16
8,907	16	25 May	986		1,647	68		8,907	16
7,259	48	26 May		TRF			20,000	00	48
		26 May	998		1,100	00			
		26 May	997		200	00			
25,365	68	26 May	996		593	80		25,365	68
		27 May	999		156	50			
26,516	86	27 May		TRF			1,307	68	26,516
		29 May	994		511	77			86
		29 May	2000		1,517	68		25,207	41
25,207	41 Bl.	30 May	409		930	34			
		30 May	406		509	08			
		30 May	408		416	31			
		30 May	407		501	20			
		30 May	412		1,725	32			
		30 May	403		8,641	82			
10,383	34	30 May	402		2,100	00		10,383	34
		31 May	404		222	12			
9,103	46	31 May	414		1,057	76		9,103	46
				By Balance as at 31 May, 1944		...	...	9,103	46 Bl.

We hereby certify that the foregoing is a statement of the account the Executive Engineer, Trincomalie, as shown in the books of the Bank of Ceylon and that such entries were made in the usual and ordinary course of business and that such books are still in the custody of the Bank.

Sgd.
Accountant, Bank of Ceylon.
21/9/45.

No. P 50. Receipt.No. P 50.
Receipt
3-4-44**P 50.**

Y/4 No. 044245.

Date : 3rd April, 1944.

Received from the Director of Public Works, Colombo, the sum of Rupees Nine hundred only. Demand for April, 1944.

Rs. 900.

Sgd. H. K. MELSON,
*for E. E.; Trincomalie.***No. D 1. Letter.**No. D 1.
Letter
10-3-44**Secret.**

My No. S 248/123—10-3-44.

10 D. F. S.

Improvements to Roads in Trincomalie.

With reference to your letter No. 305/1/186 (CTS) of 18-2-44 authorising the invitation of tenders for the metal required, I have to inform you that on the instructions of the Minister for Communications & Works that the cost of the work on the roads in question is to be regarded as of secondary importance to that of expeditious completion. I have further instructed the Executive Engineer, Trincomalie, to—

- (a) To get metal broken on a Check Roll Basis ;
- 20 (b) To frame any special rates for "piece work" on the basis of 100% increase on D. S. Rates instead of the 50% increase at present authorised ;
- (c) To work Steam Rollers overtime and to pay overtime up to a limit of 1½ times normal rates.

Your covering authority is requested accordingly.

Sgd. T. H. LEADER,
for D. P. W.

P. T. O.

Copy to Aud. G.

Treasury No. 305/1/186 (CTS).
Your No. S 248/123 of 10-3-44.

30 D. P. W.

Improvements to Roads in Trincomalie.

The desired covering authority is granted.

Colombo, 22 March, 1944.

Sgd.

for D. F. S.

No. D 2.
Letter
2-6-44

No. D 2. Letter.

D 2.

My No. R—6-5-44.

Overseer D. A. Perera,

Metal Breaking in Trincomalie.

D. P. W. has instructed that all work in the division should be suspended and all metal breakers and overseers should be sent at once to Trincomalie temporarily for about one month. Each overseer is instructed hereby to bring at least four metal breakers before 8th Monday evening. The labourers should be brought to Chilaw in time for the train which leaves Chilaw at 5 a.m. They should bring all their personal requirements including ration books or ration which is sufficient for about one month. Necessary railway warrants from Chilaw to Trincomalie will be issued by me. Accommodation will be found at Trincomalie on arrival by E. E., Trincomalie.

I have to warn you that the work proposed is of paramount importance and is considered by Commander-in-Chief as the most important job in Ceylon at the moment. Your co-operation is solicited without delay. I have been instructed by D. P. W. to inform you that unless you bring the necessary labourers before Monday the 8th evening you will be dismissed from service altogether. The above instructions are issued by D. P. W. on the orders of C. I. C and the Hon. the Minister of Communications & Works. If you are not willing to co-operate you should submit by letter today stating your reasons so that papers could be forwarded to D. P. W. for disciplinary action. I have been instructed to inform you that no excuses will be accepted under any circumstances.

Sgd. C. RASIAH,
Executive Engineer, Chilaw.

No.....

Supreme Court
No. 129/1945 (Criminal)

District Court, Trincomalee
No. 293/Magistrate's Court
No. 1384.

*In the Privy Council
on an Appeal from the Supreme Court of Ceylon*

THE KING

VERSUS

A. J. E. G. CASPERSZ.....*Accused-Appellant.*

RECORD
OF PROCEEDINGS
