

Judgment 20, 1970
20

Appeal No. 2 OF 1970

Supreme Court of Ceylon,
Application No. 532/68.

In the matter of an Application
for a Mandate in the nature of a
Writ of Certiorari under section
42 of the Courts Ordinance
(Cap. 6).

IN HER MAJESTY'S PRIVY COUNCIL
ON AN APPEAL FROM
THE SUPREME COURT OF CEYLON

BETWEEN

DON LEONARD JAYAWARDANE of "The Anchor", Kandana.

Petitioner - Appellant

AND

1. V. P. SILVA, Assistant Collector of Customs, H. M. Customs, Colombo.
2. V. P. VITTACHI, Principal Collector of Customs, H. M. Customs, Colombo.
3. G. CUMARANATUNGE, Acting Principal Collector of Customs, H. M. Customs, Colombo.

Respondents-Respondents

UNIVERSITY OF LONDON
INSTITUTE OF ADVANCED
LEGAL STUDIES
6 - DEC 1971
25 RUSSELL SQUARE
LONDON W.C.1

RECORD
OF PROCEEDINGS

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No. **2** OF 1970

Supreme Court of Ceylon,
Application No. 532/68.

In the matter of an Application
for a Mandate in the nature of a
Writ of Certiorari under section
42 of the Courts Ordinance
(Cap. 6).

IN HER MAJESTY'S PRIVY COUNCIL
ON AN APPEAL FROM
THE SUPREME COURT OF CEYLON

BETWEEN

DON LEONARD JAYAWARDANE of "The Anchor", Kandana.

Petitioner - Appellant

AND

1. V. P. SILVA, Assistant Collector of Customs, H. M. Customs, Colombo.
2. V. P. VITTACHI, Principal Collector of Customs, H. M. Customs, Colombo.
3. G. CUMARANATUNGE, Acting Principal Collector of Customs, H. M. Customs, Colombo.

Respondents-Respondents

RECORD
OF PROCEEDINGS

Petition of D. L. Jayawardane

IN THE SUPREME COURT OF THE ISLAND OF CEYLON

IN THE MATTER OF AN APPLICATION FOR A
MANDATE IN THE NATURE OF A WRIT OF
CERTIORARI UNDER SECTION 42 OF THE COURTS
ORDINANCE (CAP. 6)

10 D. L. JAYAWARDANE, Director, Vavasseur
Trading Co., Ltd., of 51/53, Queen Street,
Colombo and residing at "The Anchor,"
Kandana.

Petitioner

Vs.

1. V. P. SILVA, Assistant Collector of Customs,
H. M. Customs, Colombo.
2. V. P. VITTACHI, Principal Collector of Customs,
H. M. Customs, Colombo.
3. G. CUMARANATUNGE, Acting Principal Collec-
tor of Customs, H. M. Customs, Colombo.

20

Respondents

To

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

On this 16th day of October 1968.

The Petition of the abovenamed Petitioner appearing by JAMES
ARELUPAR NAIDOO, ALEXANDER RICHARD NEVILLE DE FONSEKA, LENA
CHARLOTTE FERNANDO, REGINALD FREDERICK MIRANDO, FRANCIS LUKE
THEODORE MARTYN, PERCY SELVADURAI THAMBYAH and DAVID ERNEST
30 MARTENSZ, Proctors of the Honourable the Supreme Court of the Island of
Ceylon, carrying on business in partnership under the name and style of
JULIUS & CREASY and their assistants REX HERBERT SEBASTIAN
PHILLIPS, JOHN AJASATH RANCOTH WEERASINGHE, BERTRAM MANSON
AMARASEKERA, GERALD EBENEZER ABEYNAIKE, JUSTIN MERVYN
CANAGARETNA, NADARASA RATHINASAPATHY, RAJARATNAM SENATHI
RAJAH, SARAVANAMUTTU KUGAPERUMAL, HERMON ANNESLEY FERNANDO,
PRASANNA STANISLAUS GOONEWARDENE, NIHAL HUBERT GUNARATNA,
SRIYANTHA GILBERT SENARATNA and JAYANTA MOOTATAMBY
SWAMINATHAN his Proctors, states as follows :—

1. The Petitioner abovenamed is and was at all times material Director
40 of Vavasseur Trading Company Limited, which is a Company duly
incorporated under the Companies Ordinance (Cap. 145) having its

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Jayawardane —
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registered office at 51 - 53, Queen Street, Colombo 1, and carrying on business, *inter alia*, of exporters of desiccated coconut and other coconut products. Vavasseur Trading Company Limited is a subsidiary of J. H. Vavasseur & Co. Ltd. of London, England.

2. The first Respondent abovenamed is and was at all times material a Landing Surveyor and an Assistant Collector of H.M. Customs. The second Respondent abovenamed is the Principal Collector of H.M. Customs and the third Respondent is Acting Principal Collector of H.M. Customs, who are and were at all times material the first Respondent's superior officers. 10

3. By a letter dated 17th September 1968 (a true copy of which marked 'A' is annexed to the affidavit filed herewith) the first Respondent informed the Petitioner (amongst others) as follows:—

Shipments of D.C. Nuts

"An Inquiry will be conducted by me in my office commencing at 9-30 a.m. on 23rd and 24th September 1968 in regard to the following shipments of Desiccated Coconuts effected by your establishment in contravention of Sections 58, 57 and 130 of the Customs Ordinance, Chap. (235) read with the Coconut Products Ordinance (Chap. 160). 20

(i) "Jeppessen Maersk" sailed	22-4-68	
742,900 lbs. D.C. Nuts valued at		Rs. 713,553/00
(ii) "Johannes Maersk" sailed	5-4-68	
504,400 lbs. D.C. Nuts valued at		Rs. 483,780/48
(iii) "Leda Maersk" sailed	14-3-68	
499,900 lbs. D.C. Nuts valued at		Rs. 472,835/75

as persons being concerned in the exportation of the above shipments of Desiccated Coconuts contrary to restriction, in that the above Desiccated Coconuts were shipped to the Port of New York, instead of the Port of Halifax as stated in your application in respect of each consignment. You are requested to be present at this inquiry and show cause, as to why I should not proceed to make order of forfeiture of three times the value of the said Desiccated Coconuts in each case, on each of you, in terms of Section 130 of the Customs Ordinance Chap. 235." 30

4. The aforesaid Inquiry was thereafter postponed to the 25th and 26th September, 1968.

5. On the 25th September, 1968 the first Respondent informed the Petitioner that the "application" referred to in the aforesaid annexure 'A' was the Intend-to-Ship Application made by Vavasseur Trading Company Limited under Section 58 of the Customs Ordinance in respect of the shipments specified in the said annexure. 40

6. The sworn testimony of the Petitioner and of a certain S. Amaratunge of Carson Cumberbatch & Co. Ltd. of Colombo, and of certain other persons of Vavasseur Trading Co. Ltd. of Colombo, was recorded at the said Inquiry and a number of documents were produced in evidence on behalf of H.M. Customs, and at the request of the first Respondent were initialled by the Petitioner or by one or other of the persons to whom the letter marked 'A' had been addressed, and the first Respondent maintained a written record of the evidence led before him. The relative bills of lading were shown and made use of at the inquiry.

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—Continued.

10 7. By a letter dated 30th September, 1968 (a true copy of which marked 'B' is annexed to the affidavit filed herewith) the first Respondent informed the Petitioner that having carefully considered the aforesaid evidence that had been led before him he held that the Petitioner was guilty of the charges made against him and conveyed to him by the first Respondent's letter of the 17th September, 1968 (annexure marked 'A') and the first Respondent elected in terms of Section 130 of the Customs Ordinance (Cap. 235) to impose a forfeiture on the Petitioner of three times the value of each of the consignments of desiccated coconut in question, amounting to a total of Rs. 5,010,504/-.

20 8. By a letter dated 4th October, 1968 (a true copy of which marked 'C' is annexed to the affidavit filed herewith) the first Respondent required the Petitioner to pay the aforesaid forfeiture totalling to Rs. 5,010,504/- within two weeks of the receipt of that letter. The letter was received on the 4th October, 1968.

9. The decision and/or order of the first Respondent contained in the said letter marked 'B' is a finding that is wholly unsupported by the evidence led before the first Respondent and/or is a wholly unreasonable finding on the said evidence and is accordingly erroneous in law.

30 10. The Petitioner states that it is common ground between the Petitioner and the first Respondent and the evidence on record establishes that Vavasseur Trading Co. Ltd. of Colombo had export licences issued under the provisions of the Coconut Products Ordinance (Cap. 160) for the export of the consignments of desiccated coconut in question. The said licences were substantially in the following form:—

“Valid for fourteen days from the date of issue:

The Coconut Products Ordinance No. 13 of 1935

DESICCATED COCONUT GENERAL EXPORT LICENCE

Not Transferable/Not Negotiable

Mr/Messrs : Vavasseur Trading Co. Ltd.

40 of: Colombo is/are hereby permitted to export per
S.S.....to Halifax.....lbs. (in words)

No. 1
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—Continued.

of DESICCATED COCONUT as specified hereunder :—

- cases of.....lbs. each (nett) =
(Fine)
- cases of.....lbs. each (nett) =
(Medium/Fancy)
- paper bags of.....lbs. each (nett) =
(Fine)
- paper bags oflbs. each (nett) =
(Medium/Fancy)

Manager, Ceylon Coconut Board” 10

Date of issue :

The originals of the said export licences were produced and form part and parcel of the record maintained by the first Respondent at the said Inquiry.

The Petitioner respectfully submits that, even if the consignments of desiccated coconut in question eventually reached New York, at the time of exportation of the said consignments there was no contravention by the Petitioner or by Vavasour Trading Co. Ltd. of any restriction upon the exportation of desiccated coconut, and accordingly there was no violation by the Petitioner of Section 130 of the Customs Ordinance. 20

11. The Petitioner further states that Vavasour Trading Co. Ltd. had export licences for the export of the consignments of desiccated coconut in question as hercinbefore stated.

It is respectfully submitted that even if the said consignments of desiccated coconut eventually reached New York, there was no export contravening the provisions of the Coconut Products Ordinance (Cap. 160) or an export contrary to the provisions of the Customs Ordinance in that the intended place of destination and/or discharge of the said consignments of desiccated coconut, appearing on the said export licences, is not a valid and/or lawful condition or restriction of the licence and as such is void and of no effect in 30 law.

12. The Petitioner states that prior to proceeding to impose an order of forfeiture as aforesaid on the Petitioner in terms of Section 130 of the Customs Ordinance, the first Respondent had to act within his jurisdiction inasmuch as, unless it was established that the Petitioner was a person concerned in exportation contrary to restriction, the first Respondent had no power and/or jurisdiction in law to make the aforesaid order of forfeiture under Section 130 of the Customs Ordinance.

The Petitioner states that the evidence, both documentary and oral, placed before the first Respondent and admitted as of record by the first 40 Respondent does not establish that there was an exportation contrary to restriction of the specified consignments of desiccated coconut and the first Respondent therefore acted without or in excess of jurisdiction in making the order of forfeiture against the Petitioner.

13. The said decision and/or order of the first Respondent contains *ex facie* errors of law and the first Respondent has failed to take into account vital and relevant factors and/or has taken into account irrelevant and extraneous matters and has thereby acted without or in excess of jurisdiction, more particularly in that the first Respondent by his letter dated 30th September 1968 (marked 'B') having held that the specified consignments of desiccated coconut were shipped to the Port of New York instead of to the Port of Halifax as stated in the Intend-to-Ship Application made by Vayas-seur Trading Co. Ltd. has erred in law in deciding that upon such determination the Petitioner was guilty of a charge under Section 130 of the Customs Ordinance.

No. 1
Petition of D. L.
Jayawardane —
16-10-68
—Continued.

14. The Petitioner also submits that by reason of the abovementioned averments the finding of the first Respondent that the Petitioner was guilty of a charge under Section 130 of the Customs Ordinance and/or the imposition of an order of forfeiture thereunder is a violation of the principles of natural justice.

15. In any event, the first Respondent having been appointed by the Public Service Commission has not been lawfully appointed to act under Section 130 of the Customs Ordinance in that the first Respondent when so acting is performing the functions and duties of a Judicial Officer within the meaning of that term in Section 55 of the Ceylon (Constitution) Order in Council of 1946 and/or is exercising judicial power.

16. The Petitioner submits that he has been subject to grave hardship and prejudice by the aforesaid order and/or decision of the first Respondent.

17. The Petitioner pleads that in the aforesaid premises the Petitioner is entitled to apply to Your Lordships' Court and obtain a Mandate in the nature of a Writ of Certiorari as prayed for herein.

WHEREFORE the Petitioner prays :—

- 30 (a) that Your Lordships' Court be pleased to call for, inspect and examine the record of the proceedings in the Inquiry held by the first Respondent ;
- (b) that Your Lordships' Court grant and issue a Mandate in the nature of a Writ of Certiorari quashing the order and/or decision of the first Respondent contained in the annexure 'B' including the order of forfeiture of Rs. 5,010,504/- ;

No. 1
Petition of D. L.
Jayawardane—
16-10-68
—Continued.

- (c) that Your Lordships' Court be pleased to direct the first, second and third Respondents to refrain from taking further steps in connection with the order and/or decision of the first Respondent contained in the letter dated 30th September, 1968 (marked ' B ') till the final determination of this application ;
- (d) to award the Petitioner costs against the first Respondent ;
- (e) for such other and further relief as to Your Lordships ' Court shall seem meet.

(Sgd.) JULIUS & CREASY,
Proctors for Petitioner.

10

Settled by :

C. RANGANATHAN, Q.C.
N. SATYENDRA
M. SANMUGANATHAN
N. E. WEERASOORIYA JNR.
R. D. C. DE SILVA.
Advocates.

No. 2
Affidavit of D. L.
Jayawardane—
16-10-68

No. 2

Affidavit of D. L. Jayawardane

IN THE SUPREME COURT OF THE ISLAND OF CEYLON

20

IN THE MATTER OF AN APPLICATION FOR A MANDATE IN THE NATURE OF A WRIT OF CERTIORARI UNDER SECTION 42 OF THE COURTS ORDINANCE (CAP. 6)

D. L. JAYAWARDANE, Director, Vavasseur Trading Co. Ltd., of 51/53, Queen Street, Colombo and residing at "The Anchor," Kandana.

Petitioner

Vs.

1. V. P. SILVA, Assistant Collector of Customs, H. M. Customs, Colombo.
2. V. P. VITTACHI, Principal Collector of Customs, H. M. Customs, Colombo.
3. G. CUMARANATUNGE, Acting Principal Collector of Customs, H. M. Customs, Colombo.

30

Respondents.

I, DON LEONARD JAYAWARDANE of "The Anchor," Kandana do hereby make oath and state as follows :—

No. 2
Affidavit of D. L.
Jayawardane—
16-10-68
--Continued.

1. I am and was at all times material Director of Vavasseur Trading Company Limited, which is a Company duly incorporated under the Companies Ordinance (Cap.145) having its registered office at 51-53, Queen Street, Colombo 1, and carrying on business, *inter alia*, of exporters of desiccated coconut and other coconut products. Vavasseur Trading Company Limited is a subsidiary of J. H. Vavasseur & Co. Ltd. of London, England.

2. The first Respondent abovenamed is and was at all times material a Landing Surveyor and an Assistant Collector of H. M. Customs. The second Respondent abovenamed is the Principal Collector of H. M. Customs and the third Respondent is Acting Principal Collector of H. M. Customs, who are and were at all times material the first Respondent's superior officers.

3. By a letter dated 17th September, 1968 (a true copy of which marked 'A' is filed herewith) the first Respondent informed me (amongst others) as follows :—

Shipments of D.C. Nuts

" An Inquiry will be conducted by me in my office commencing at 9-30 a.m. on 23rd and 24th September, 1968 in regard to the following shipments of Desiccated Coconuts effected by your establishment in contravention of Sections 58, 57 and 130 of the Customs Ordinance, (Chap. (235) read with the Coconut Products Ordinance (Chap. 160).

- | | |
|---|----------------|
| (i) " Jeppessen Maersk " sailed 22-4-68
742,900 lbs. D.C. Nuts valued at | Rs. 713,553/00 |
| (ii) " Johannes Maersk " sailed 5-4-68
504,400 lbs. D.C. Nuts valued at | Rs. 483,780/48 |
| (iii) " Leda Maersk " sailed 14-3-68
499,900 lbs. D.C. Nuts valued at | Rs. 472,835/75 |

as persons being concerned in the exportation of the above shipments of Desiccated Coconuts contrary to restriction, in that the above Desiccated Coconuts were shipped to the Port of New York, instead of the Port of Halifax as stated in your application in respect of each consignment. You are requested to be present at this inquiry and show cause, as to why I should not proceed to make order of forfeiture of three times the value of the said Desiccated Coconuts in each case, on each of you, in terms of Section 130 of the Customs Ordinance Chap. 235. "

4. The aforesaid Inquiry was thereafter postponed to the 25th and 26th September, 1968.

No. 2
Affidavit of D. L.
Jayawardane—
16-10-68
—Continued.

5. On the 25th September, 1968 the first Respondent informed me that the “ application ” referred to in the aforesaid annexure ‘ A ’ was the Intend-to-Ship Application made by Vavasseur Trading Company Limited under Section 58 of the Customs Ordinance in respect of the shipments specified in the said annexure.

6. The sworn testimony of myself and of a certain S. Amaratunge of Carson Cumberbatch & Co. Ltd. of Colombo, and of certain other persons of Vavasseur Trading Co. Ltd. of Colombo, was recorded at the said Inquiry and a number of documents were produced in evidence on behalf of H.M. Customs, and at the request of the first Respondent were initialled by me or by one or other of the persons to whom the letter marked ‘ A ’ had been addressed, and the first Respondent maintained a written record of the evidence led before him. The relative bills of lading were shown and made use of at the inquiry. ¹⁰

7. By a letter dated 30th September 1968 (a true copy of which marked ‘ B ’ is filed herewith) the first Respondent informed me that having carefully considered the aforesaid evidence that had been led before him he held that I was guilty of the charges made against me and conveyed to me by the first Respondent’s letter of the 17th September 1968 (annexure marked ‘ A ’) and the first Respondent elected in terms of Section 130 of the Customs Ordinance (Cap. 235) to impose a forfeiture on me of three times the value of each of the consignments of desiccated coconut in question, amounting to a total of Rs. 5,010,504/-. ²⁰

8. By a letter dated 4th October 1968 (a true copy of which marked ‘ C ’ is filed herewith) the first Respondent required me to pay the aforesaid forfeiture totalling to Rs. 5,010,504/- within two weeks of the receipt of that letter. The letter was received on the 4th October 1968.

9. I am advised that the decision and/or order of the first Respondent contained in the said letter marked ‘ B ’ is a finding that is wholly unsupported by the evidence led before the first Respondent and/or is a wholly unreasonable finding on the said evidence and is accordingly erroneous in law. ³⁰

10. It is common ground between me and the first Respondent and the evidence on record establishes that Vavasseur Trading Co. Ltd of Colombo had export licences issued under the provisions of the Coconut Products Ordinance (Cap. 160) for the export of the consignments of desiccated coconut in question. The said licences were substantially in the following form :-

“ Valid for fourteen days from the date of issue :

The Coconut Products Ordinance No. 13 of 1935

DESICCATED COCONUT GENERAL EXPORT LICENCE

Not Transferable/Not Negotiable

Mr/Messrs : Vavasseur Trading Co., Ltd.

of : Colombo is/are hereby permitted to export per
S.S.....to Halifax.....lbs. (in words)

of DESICCATED COCONUT as specified hereunder :—

No. 2
Affidavit of D. L.
Jayawardane—
16-10-68
—Continued.

..... cases of.....lbs. each (nett) =
(Fine)
..... cases of.....lbs. each (nett) =
(Medium/Fancy)
..... paper bags of.....lbs. each (nett)=
(Fine)
..... paper bags of.....lbs. each (nett)=
(Medium/Fancy)

10

Manager, Ceylon Coconut Board ”

Date of issue :

The originals of the said export licences were produced and form part and parcel of the record maintained by the first Respondent at the said Inquiry.

I am advised that, even if the consignments of desiccated coconut in question eventually reached New York, at the time of exportation of the said consignments there was no contravention by me or by Vavasseur Trading Co. Ltd. of any restriction upon the exportation of desiccated coconut, and accordingly there was no violation by me of Section 130 of the Customs Ordinance.

20 11. Vavasseur Trading Co. Ltd. had export licences for the export of the consignments of desiccated coconut in question as hereinbefore stated.

I am advised that even if the said consignments of desiccated coconut eventually reached New York, there was no export contravening the provisions of the Coconut Products Ordinance (Cap. 160) or an export contrary to the provisions of the Customs Ordinance in that the intended place of destination and/or discharge of the said consignments of desiccated coconut, appearing on the said export licences, is not a valid and/or lawful condition or restriction of the licence and as such is void and of no effect in law.

30 12. I am advised that prior to proceeding to impose an order of forfeiture as aforesaid on me in terms of Section 130 of the Customs Ordinance, the first Respondent had to act within his jurisdiction inasmuch as, unless it was established that I was a person concerned in exportation contrary to restriction, the first Respondent had no power and/or jurisdiction in law to make the aforesaid order of forfeiture under Section 130 of the Customs Ordinance.

No. 2
Affidavit of D. L.
Jayawardane—
16-10-68
—Continued.

The evidence, both documentary and oral, placed before the first Respondent and admitted as of record by the first Respondent does not establish that there was an exportation contrary to restriction of the specified consignments of desiccated coconut and I am advised that the first Respondent therefore acted without or in excess of jurisdiction in making the order of forfeiture against me.

13. I am advised that the said decision and/or order of the first Respondent contains *ex facie* errors of law and the first Respondent has failed to take into account vital and relevant factors and/or has taken into account irrelevant and extraneous matters and has thereby acted without¹⁰ or in excess of jurisdiction, more particularly in that the first Respondent by his letter dated 30th September, 1968 (marked 'B') having held that the specified consignments of desiccated coconut were shipped to the Port of New York instead of to the Port of Halifax as stated in the Intend-to-Ship Application made by Vavasseur Trading Co. Ltd. has erred in law in deciding that upon such determination I was guilty of a charge under Section 130 of the Customs Ordinance.

14. I am advised that by reason of the abovementioned averments the finding of the first Respondent that I was guilty of a charge under Section 130 of the Customs Ordinance and/or the imposition of an order of forfeiture²⁰ thereunder is a violation of the principles of natural justice.

15. In any event, I am advised the first Respondent having been appointed by the Public Service Commission has not been lawfully appointed to act under Section 130 of the Customs Ordinance in that the first Respondent when so acting is performing the functions and duties of a Judicial Officer within the meaning of that term in Section 55 of the Ceylon (Constitution) Order in Council of 1946 and/or is exercising judicial power.

16. I have been subject to grave hardship and prejudice by the aforesaid order and/or decision of the first Respondent.

17. I am advised that in the aforesaid premises I am entitled to apply³⁰ to Your Lordships' Court and obtain a Mandate in the nature of a Writ of Certiorari as prayed for in my Petition.

Signed and Sworn to at Colombo }
this Sixteenth day of October } (Sgd.) Illegibly.
1968.

Before me

(Sgd.) Illegibly.
Justice of the Peace.

Motion of the Respondents

IN THE SUPREME COURT OF THE ISLAND OF CEYLON

IN THE MATTER OF AN APPLICATION FOR A MANDATE IN THE NATURE OF A WRIT OF CERTIORARI UNDER SECTION 42 OF THE COURTS ORDINANCE (CAP. 6).

D. L. JAYAWARDANE, Director, Vavassour Trading Co., Ltd. of 51/53, Queen Street, Colombo and residing at "The Anchor," Kandana.

10

Petitioner

S. C. Application }
No. 532 of 1968. }

Vs.

1. V. P. SILVA, Assistant Collector of Customs, H.M. Customs, Colombo.
2. V. P. VITTACHI, Principal Collector of Customs, H.M. Customs, Colombo.
3. G. CUMARANATUNGE, Acting Principal Collector of Customs, H.M. Customs, Colombo.

Respondents.

20 The Respondents abovenamed appearing by Solomon Christoffel Obeysekere de Livera and his assistants Abaya Tissa Dimbulane, Thomas Gerald Gooneratne, Ukwattege Ranjit Wijetunge and Kalpage Dennis Laksman Weerasekera Perera, do hereby move that this Application be dismissed with costs payable to them for the following, among other grounds that may be urged by Counsel at the hearing :—

- 30
- (a) that a Mandate in the nature of a Writ of Certiorari in respect of the matters prayed for by the Petitioner does not lie and cannot be granted in these proceedings as the Respondents were not called upon in law to act judicially or quasi-judicially in respect of the determinations made in this case and the impugned acts of the Respondents being administrative acts cannot be reviewed in these proceedings ;
 - (b) that necessary administrative action under the Customs Ordinance which is being taken in respect of the shipments of cargo, referred to in the petition, has not yet been completed and the Petitioner's Application is likely to cause undue delay in the institution of appropriate judicial proceedings by the Attorney-General on behalf of the Crown ;

No. 3
Motion of the
Respondents—
30-11-68
--Continued.

- (c) that the Petitioner who, in paragraph 11 of the petition, alleges the invalidity of conditions of authorisation to export has failed and neglected to make all necessary parties Respondent to this Application for a full and effectual determination of such allegation and accordingly this Application is improperly constituted and no inquiry should be held in these proceedings into the matters pleaded in paragraph 11 of the petition in the absence of such parties ;
- (d) that the Petitioner cannot in these proceedings make a collateral attack on the validity of the conditions contained in the licences referred to in paragraph 11 ; ¹⁰
- (e) that since the Petitioner and/or the Vavasour Trading Co. had not taken any steps to have the said conditions in such licences declared null and void in appropriate proceedings and have made use of the said licences to export the cargo in question the Petitioner is now estopped from questioning the validity of such conditions ;
- (f) that the Petitioner has failed and neglected to make a full and frank disclosure of all the facts relevant to the determination of the question whether the goods were exported in contravention of restrictions imposed, in particular, has failed to place before Your Lordships' Court the declarations made in respect of these shipments to the Ceylon Coconut Board, the applications and declarations made to the Controller of Exchange and the authorisations granted thereon by the Controller and state the actual port of destination of the goods exported and is by reason of such material non-disclosure disentitled to the relief or remedy prayed for ;
- (g) that, in any event, the allegations in paragraphs 10, 11 and 12 of the Petition that there was no contravention by the Petitioner or by Vavasour Trading Co., of any restriction on the exportation of desiccated coconut and that there was no violation of section ³⁰ 130 of the Customs Ordinance are not grounds in law upon which a Writ of Certiorari may be granted as such grounds do not establish a lack of jurisdiction or an excess of jurisdiction as alleged;
- (h) that the averments in paragraph 13 of the Petition are vague and imprecise in that the Petitioner has failed to specify all the alleged relevant and vital matters which the First Respondent is said to have failed to take into account and the alleged irrelevant and extraneous matters which he is alleged to have taken into account and accordingly no inquiry should be held into such matters as in the absence of such particulars the Respondents are unable to ⁴⁰ enter upon a proper defence on these averments ;
- (i) that the averments in paragraph 13 of the Petition do not constitute manifest errors of law on the face of the record and that, in any event, affidavit evidence is not admissible to prove such error ;

The Respondents, while reserving to themselves the right to apply to Your Lordships' Court to file such counter-affidavits as may become necessary, humbly pray that Your Lordships' Court be pleased to inquire into the objections herein stated in limine at an early date.

No. 3
Motion of the
Respondents—
30-11-68
—Continued.

Colombo, this 30th day of November, 1968.

(Sgd.) S. C. O. DE LIVERA,
Proctor for Respondents.

Received Notice with copy and we object.

10 (Sgd.) JULIUS & CREASY,
Proctor for Petitioner.

No. 4

No. 4
Order of the
Supreme Court—
9-12-68

Order of the Supreme Court

S. C. Application No. 533/68.

Before : SIRIMANE, J. and PANDITA-GUNAWARDENE, J.

Counsel : C. RANGANATHAN, Q.C., with P. NAVARATNARAJAH, Q.C.,
WALTER JAYEWARDENE, Q.C., N. SATYENDRA, M. SHANMUGA-
NATHAN, N. E. WEERASOORIA (Jnr.) and R. D. C. DE SILVA for
the Petitioner.

20 H. L. DE SILVA, C.C., with ANANDA DE SILVA, C.C., for the 1st
to 3rd Respondents.

Argued on : December 2, 6 & 7, 1968.

Decided on : December 9, 1968.

SIRIMANE, J.

This matter comes up for an order of Court on an application made by learned Crown Counsel on behalf of the respondents, that certain preliminary objections to the granting of the petitioner's application, be heard first, and that *the respondents be granted the right to file affidavits thereafter.*

80 The petitioner, and three others, in applications 532, 534 and 535 have prayed for writs of certiorari to quash the orders of the first respondent, an officer in the Customs, imposing penalties of over five million rupees on each of them, for alleged contraventions of the Customs Law. The second and the third respondents are also officers in the Customs.

No. 5
Affidavit of
V. P. Silva
(1st Respondent)—
9-1-69
—Continued.

Coconut General Export Licences relating to the port of destination and at this inquiry the Petitioner's Counsel addressed me at length on the question whether the stipulation as to the destination constituted a valid restriction and whether the shipment was a contravention of Section 130 of the Customs Ordinance. I deny that the inquiry was conducted in violation of any principle of natural justice or that I was actuated by any irrelevant or extraneous considerations in coming to the view that the Petitioner was liable to a forfeiture in terms of Section 130 of the Customs Ordinance. I based my decision solely upon evidence and documents shown to the Petitioner at the said inquiry. I produce a true copy of my findings and the election made in terms of Section 130, marked "R 119."

44. The material upon which I came to the view that the Petitioner was liable to forfeit the sum specified in exhibit 'B' attached to the Petition has been placed before the Attorney-General for the institution of proceedings to recover the same. The Petitioner has given notice of action intended to be filed by him in the District Court of Colombo in respect of the forfeiture. I produce marked "R 120" a true copy of the said Notice together with its annexures.

Signed and Sworn to by the
deponent Vaasawa Piyasena }
Silva at Colombo on this 9th day } (Sgd.) V. P. SILVA
of January, 1969.

20

Before me,

(Sgd.) CECIL N. GOONEWARDENA,
(*Crown Counsel*)
Justice of the Peace,
for the Island of Ceylon.

No. 6
Affidavit of D. L.
Jayawardane—
27-1-69

No. 6

Affidavit of D. L. Jayawardane

IN THE SUPREME COURT OF THE ISLAND OF CEYLON

30

IN THE MATTER OF AN APPLICATION FOR A MANDATE IN
THE NATURE OF A WRIT OF CERTIORARI UNDER SECTION
42 OF THE COURTS ORDINANCE (CAP. 6).

D. L. JAYAWARDANE, Director, Vavasour Trading
Co., Ltd., of 51/53, Queen Street, Colombo and
residing at "The Anchor," Kandana.

Petitioner.

S. C. Application }
 No. 532 of 1968. }

vs.

No. 6
 Affidavit of D. L.
 Jayawardane—
 27-1-69
 —Continued.

1. V. P. SILVA, Assistant Collector of Customs, H.M. Customs, Colombo.
2. V. P. VITTACHI, Principal Collector of Customs, H.M. Customs, Colombo.
3. G. CUMARANATUNGE, Acting Principal Collector of Customs, H.M. Customs, Colombo.

Respondents.

¹⁰ I, DON LEONARD JAYAWARDANE, being a Catholic make oath and say as follows :—

1. I am a working Director of Vavas seur Trading Co., Ltd.

2. At all times material to the Inquiry conducted in regard to the Desiccated Coconut shipments covered by the "Leda Maersk" of 14-3-68, the "Johannes Maersk" of 5-4-68, and the "Jeppessen Maersk" of 22-4-68, I was the official, *inter-alia*, in charge of shipping arrangements of the said Company. I state that the consignments on all these vessels were shipped to Halifax.

²⁰ 3. I have read the Affidavit dated 9th January, 1969, filed by the 1st Respondent and the annexures filed therewith.

4. The relevant matters referred to in the said Affidavit were accurately and fully set out in the evidence given by me and on my behalf under oath at the Inquiry held by the 1st Respondent, who recorded the same and the said evidence forms part of the record maintained by the 1st Respondent.

5. I state that the averments contained in paragraphs 5, 6, 7, 8, 12, 19, 23, 29, 33, 40 and 42; and the Documents R 1, R 2, R 4, R 5 — R 9, R 19 — R 23, R 30 — R 41, R 62 — R 68, R 77 — R 83, R 98 — R 101, and R 116 — R 117; are fresh material and I was given no opportunity at the Inquiry to offer any explanation or make any submissions in respect thereof.

³⁰ 6. I state :—

(a) That Vavas seur Trading Co., Ltd., made application for export licences by Application Forms R 5 — R 9; R 30 — R 41 and R 77 — R 83, but deny that the said Applications were for licences to export to Halifax in Canada;

(b) That Vavas seur Trading Co., Ltd., obtained general export licences in respect of the consignments of Desiccated Coconut in question. The Documents R 10 — R 14; R 42 — R 53 and R 84 — R 90 are photostat copies of the export licences issued to Vavas seur Trading Co., Ltd. I state that the said licences

authorise the export of Desiccated Coconut from Ceylon and did not contain any restriction or in any event any valid restriction limiting the export to any particular place or Port, *viz*; Halifax.

I state that the translation appearing on the reverse of the said documents is incorrect. I file herewith marked "D" a correct translation of R 10, which is a specimen of the said licences.

- (c) That the 1st Respondent has made a selective choice of only some of the evidence that was given at the Inquiry held by him, and the assertions made by the 1st Respondent in relation to or arising out of the Inquiry can only be determined and appraised by a perusal of and in relation to the full written record of the proceedings at the said Inquiry. ¹⁰
- (d) Copies of Cables marked VAVAMARKT are circulated to all the Directors. VAVAMARKT cables are received outside normal working hours or on non-working days by Mr. M. Thiagarajah who communicates the contents of these cables to Mr. N. U. Jayawardena and, if replies have to be sent urgently and can be done without reference to records in the office, sends replies in consultation with Mr. N. U. Jayawardena. Outgoing cables are not prepared by Mr. M. Thiagarajah during normal working hours. ²⁰
- (e) That I stated at the Inquiry held by the 1st Respondent that the request for optional Halifax/New York stowage was made by me at the request and as agent of Vavasseur Trading Company's London buyer, J. H. Vavasseur & Co., Ltd., and that these instructions were given to Carson Cumberbatch & Co., Ltd., just prior to loading in the case of each of the three vessels in question.
- Mr. S. W. Ameratunge of Carson Cumberbatch & Co., Ltd., who was called as a witness by the 1st Respondent admitted at the Inquiry that the said instructions were given just prior to loading. The evidence relating to these matters forms part of the written record maintained by the 1st Respondent. ³⁰
- (f) That all the consignments of Desiccated Coconut in question were sold by Vavasseur Trading Company Ltd., to J. H. Vavasseur & Co., Ltd., of London on F.O.B. terms and evidence to this effect was given at the Inquiry. No instructions were given by Vavasseur Trading Co., Ltd., as shippers and/or exporters to deliver the cargo at the Port of New York to any person.
- (g) That after the "Leda Maersk" of 14-3-68 had sailed from the Port of Colombo, on instructions received by Vavasseur Trading Co., Ltd.'s buyers, Messrs. J. H. Vavasseur & Co., Ltd., London, and at their request, and as their agent, I requested Messrs. Carson Cumberbatch & Co., Ltd., to discharge the cargo at New York. ⁴⁰

The Respondents, while reserving to themselves the right to apply to Your Lordships' Court to file such counter-affidavits as may become necessary, humbly pray that Your Lordships' Court be pleased to inquire into the objections herein stated in limine at an early date.

No. 3
Motion of the
Respondents—
30-11-68
—Continued.

Colombo, this 30th day of November, 1968.

(Sgd.) S. C. O. DE LIVERA,
Proctor for Respondents.

Received Notice with copy and we object.

10 (Sgd.) JULIUS & CREASY,
Proctor for Petitioner.

No. 4

No. 4
Order of the
Supreme Court—
9-12-68

Order of the Supreme Court

S. C. Application No. 533/68.

Before : SIRIMANE, J. and PANDITA-GUNAWARDENE, J.

Counsel : C. RANGANATHAN, Q.C., with P. NAVARATNARAJAH, Q.C., WALTER JAYEWARDENE, Q.C., N. SATYENDRA, M. SHANMUGANATHAN, N. E. WEERASOORIA (Jnr.) and R. D. C. DE SILVA for the Petitioner.

20 H. L. DE SILVA, C.C., with ANANDA DE SILVA, C.C., for the 1st to 3rd Respondents.

Argued on : December 2, 6 & 7, 1968.

Decided on : December 9, 1968.

SIRIMANE, J.

This matter comes up for an order of Court on an application made by learned Crown Counsel on behalf of the respondents, that certain preliminary objections to the granting of the petitioner's application, be heard first, and that *the respondents be granted the right to file affidavits thereafter.*

30 The petitioner, and three others, in applications 532, 534 and 535 have prayed for writs of certiorari to quash the orders of the first respondent, an officer in the Customs, imposing penalties of over five million rupees on each of them, for alleged contraventions of the Customs Law. The second and the third respondents are also officers in the Customs.

No. 4
Order of the
Supreme Court—
9-12-68
—Continued.

The main objection taken by learned Crown Counsel is that the writ does not lie, as the respondents are not called upon, in law, to act judicially or quasi-judicially in respect of the determinations made in this case. The mere fact that an objection of this nature is taken, does not necessarily persuade a Court to deal with it first unless it is reasonably clear that such a course would be convenient and result in the expeditious disposal of the whole case.

The same question has come up for decision twice before, when the legality of the acts of the Customs officers have been challenged (see *Tennekoon vs. the Principal Collector of Customs*, 61 N.L.R. 232 and *Omar vs. Caspersz*, 65 N.L.R. 494). This Court has held that Customs officers are under a duty to act judicially. Learned Crown Counsel said that he would be canvassing the correctness of those decisions.

Having heard Counsel on the matters arising for decision in this case, it is difficult, on the material before us, to say at this stage, that the most convenient and expeditious course to follow would be to hear the preliminary objections first. We think that the Court would be in a better position to judge whether or not the preliminary objections should be dealt with in limine, after the respondents have filed their affidavits on the facts.

In almost all the cases cited before us where notice had been issued, on the respondents, the Court has decided to hear similar preliminary objections only after the respondents had filed their affidavits. We see no good reason to depart from this practice in this case.

The respondents are granted three weeks' time to file affidavits. The case can be listed for argument on a date convenient to Counsel before any Bench.

(Sgd.) A. L. S. SIRIMANE,

Puisne Justice.

PANDITA-GUNAWARDENE, J.

I agree.

30

(Sgd.) V. T. PANDITA-GUNAWARDENE,

Puisne Justice.

Affidavit of V. P. Silva (1st Respondent)**IN THE SUPREME COURT OF THE ISLAND OF CEYLON**

IN THE MATTER OF AN APPLICATION FOR A MANDATE IN
THE NATURE OF A WRIT OF CERTIORARI UNDER SECTION
42 OF THE COURTS ORDINANCE (CAP. 6).

D. L. JAYAWARDANE, Director, Vavasseur Trading
Co., Ltd., of 51/53, Queen Street, Colombo and
residing at "The Anchor," Kandana.

¹⁰ S. C. Application
No. 532 of 1968

Petitioner.

vs.

1. V. P. SILVA, Assistant Collector of Customs,
H. M. Customs, Colombo.
2. V. P. VITTACHI, Principal Collector of Customs,
H. M. Customs, Colombo.
3. G. CUMARANATUNGE, Acting Principal Collector
of Customs, H. M. Customs, Colombo.

Respondents.

²⁰ I, VAASAWA PIYASENA SILVA, being a Christian make oath and say as follows :—

1. I am the First Respondent abovenamed and the Landing Surveyor and Assistant Collector of Customs.

2. Vavasseur Trading Co. Ltd. is a company duly incorporated under the Companies Ordinance having a nominal share capital of Rs. 2,455,500/-, divided into 245,550 shares of Rs. 10/- each. The total number of shares taken up to the 14th October 1968 was 245,550 of which 74,441 shares were fully paid up in cash and 171,109 were fully paid up otherwise than in cash.

³⁰ 3. The Directors of the aforesaid company are N. U. Jayawardene (Managing Director), F. C. Rowan, M. Thiagarajah and D. L. Jayawardane. Two hundred and forty-five thousand and five hundred and forty-six (245,546) shares in Vavasseur Trading Co. Ltd., are held by J. H. Vavasseur & Co. Ltd., London, a British Company and the four Directors abovenamed held one share each. The aforesaid F. C. Rowan is the Managing Director of J. H. Vavasseur & Co., Ltd.

4. Vavasseur Trading Co., Ltd., (hereinafter referred to as the Company) was at all material times a registered shipper of desiccated coconut under the Coconut Products Ordinance and the regulations made thereunder.

No. 5
Affidavit of
V. P. Silva
(1st Respondent)
9-1-69
---Continued.

5. The Ceylon Coconut Board (hereinafter referred to as the Board), pursuant to its power to formulate schemes to give effect to the objects and purposes of the Coconut Products Ordinance provided by circulars and instructions issued to millers and shippers certain special procedures for the manufacture and export of desiccated coconut to the U.S.A. in view of the stringent requirements and controls imposed by the U.S. Government authorities on the import of food.

6. In terms of the said circulars only mills which were equipped with thermostatic control of the sterilizer system and heat sealers were approved for manufacture of desiccated coconut for export to the U.S.A. In the case of U.S. exports special inspections, more stringent sampling and laboratory testing were carried out by officers of the Board both in regard to the process of manufacture and the quality of the manufactured product to ensure compliance with the required standard.

7. In the case of exports to the U.S.A., in terms of these special procedures, shippers of desiccated coconut were required to inform the Board of the quantities intended to be shipped and the names of the millers who had contracted to supply the desiccated coconut to be shipped. No licences were issued in respect of the desiccated coconut to be exported to the U.S.A. until tests of samples of the product were found to be satisfactory. A less stringent and different procedure was followed in respect of exports to countries other than the U.S.A. I produce true copies of circulars issued by the Board dated 29th November, 1963 ; 21st July, 1966 ; 18th March, 1968 and 27th March, 1968 marked " R 1 ", " R 2 ", " R 3 " and " R 4 " respectively.

8. On various dates in February and March, 1968, the Company applied to the Board for licences to export five thousand (5,000) bags of desiccated coconut, weighing 500,000 lbs., on board the ship ' Leda Maersk ' to the port of Halifax in Canada, specifying, *inter alia*, the particular mills where the desiccated coconut was manufactured and giving the registration numbers of the said mills. The company declared in the said applications that the statements contained therein were true and accurate. I produce marked " R 5 " to " R 9 " true copies of the said applications.

9. Desiccated Coconut General Export Licences were granted by the Board to the Company authorising the export of the said desiccated coconut per s.s. Leda Maersk to the said port of Halifax. I produce marked " R 10 " to " R 14 " true copies of the said licences.

10. On instructions from D. L. Jayawardane, Director of the Company, S. W. Ameratunge, Assistant Shipping Manager of Carson Cumberbatch & Co., Ltd., Colombo who were the local agents of the Maersk Line, made a booking of freight aboard the Leda Maersk for the said cargo of desiccated coconut and on instructions from the said D. L. Jayawardane arrangements were made to store the cargo with the option of discharge at Halifax or at the port of New York, U.S.A. Bills of Lading specifying the port of discharge as Halifax were issued in respect of these goods and a true copy of a Bill of Lading for a quantity of 100 bags is produced marked " R 15 ".

11. The Company made applications, under Section 58 of the Customs Ordinance for permission to export the aforesaid 500,000 lbs. of desiccated coconut prior to the presentation of bills of entry for such goods, stating their intention to ship the cargo per s.s. Leda Maersk for Halifax and the said application was signed by S. Rasanayagam, Office Manager of the Company. I produce true copies of these documents, marked " R 16 ", " R 17 " and " R 18 ".

No. 5
Affidavit of
V. P. Silva
(1st Respondent)—
9-1-69
—Continued.

12. The Company made applications, under Section 22 (3) of the Exchange Control Act to export to J. H. Vavasour & Co., Ltd., London the aforesaid quantity of 500,000 lbs. of desiccated coconut stating *inter alia*, that the total invoice value of the goods, f.o.b., was £ 33,345 — 4s — 8d and that the country of destination of the said goods was Canada. The Controller of Exchange granted permission to export the goods in accordance with the aforesaid details given by the Company. The Company also stated in the said applications the name of the exporting vessel as Leda Maersk and the port of final discharge as Halifax. I produce, marked " R 19 " to " R 23 " true copies of the said applications in Form ' H ' and the orders made thereon.

13. On examination by officers of the Customs Department the particulars stated in the following documents: Desiccated Coconut General Export Licences (R 10 to R 14) applications made under Section 58 of the Customs Ordinance (R 16 to R 18) and the applications made and permits granted under Section 22 (3) of the Exchange Control Act (R 19 to R 23) were found to correspond with the particulars stated in the Bills of Lading issued in respect of these goods and exportation was accordingly authorised.

14. The Leda Maersk sailed from Colombo on 15th March, 1968. I produce a true copy of the final manifest of the vessel, marked " R 24 ". The vessel discharged 4,999 bags of desiccated coconut of the aforesaid cargo at the Port of New York, U.S.A. and delivered the same to the consignees.

15. The Company delivered bills of entry dated 18th March, 1968, signed by S. Rasanayagam, Office Manager of the Company, under Section 57 of the Customs Ordinance, in respect of the aforesaid cargo showing the total quantity actually shipped on the s.s. Leda Maersk of 14th March, 1968 as 499,900 lbs. of desiccated coconut and the total f.o.b. value as Rs. 472,835/75 and the final destination of the goods was in these documents declared to be Canada. I produce true copies of these documents marked " R 25 ", " R 26 " and " R 27 ".

16. On the 22nd March, 1968, Carson Cumberbatch & Co., Ltd, as local agents of the Maersk Line, on the instructions of Vavasour Trading Co., Ltd., requested discharge of the aforesaid cargo on board the Leda Maersk at New York and amendment of the Bills of Lading for New York discharge. I produce a true copy of the letter dated 22nd March, 1968, marked " R 28 ".

17. On 12th April, 1968, N. U. Jayawardene, Managing Director of the Company received a cable from R. Cowing, Director of J. H. Vavasour & Co., Ltd., London informing him that 5,000 bags of desiccated coconut on board the Leda Maersk passed U.S. Health examination. I produce a true copy of this document marked " R 29 ".

No. 5
Affidavit of
V. P. Silva
(1st Respondent)—
9-1-69
—Continued.

Coconut General Export Licences relating to the port of destination and at this inquiry the Petitioner's Counsel addressed me at length on the question whether the stipulation as to the destination constituted a valid restriction and whether the shipment was a contravention of Section 130 of the Customs Ordinance. I deny that the inquiry was conducted in violation of any principle of natural justice or that I was actuated by any irrelevant or extraneous considerations in coming to the view that the Petitioner was liable to a forfeiture in terms of Section 130 of the Customs Ordinance. I based my decision solely upon evidence and documents shown to the Petitioner at the said inquiry. I produce a true copy of my findings and the election made in terms of Section 130, marked " R 119. "

44. The material upon which I came to the view that the Petitioner was liable to forfeit the sum specified in exhibit ' B ' attached to the Petition has been placed before the Attorney-General for the institution of proceedings to recover the same. The Petitioner has given notice of action intended to be filed by him in the District Court of Colombo in respect of the forfeiture. I produce marked " R 120 " a true copy of the said Notice together with its annexures.

Signed and Sworn to by the }
deponent Vaasawa Piyasena } (Sgd.) V. P. SILVA 20
Silva at Colombo on this 9th day }
of January, 1969. }

Before me,

(Sgd.) CECIL N. GOONEWARDENA,
(Crown Counsel)
Justice of the Peace,
for the Island of Ceylon.

No. 6
Affidavit of D. L.
Jayawardane—
27-1-69

No. 6

Affidavit of D. L. Jayawardane

IN THE SUPREME COURT OF THE ISLAND OF CEYLON 30

IN THE MATTER OF AN APPLICATION FOR A MANDATE IN
THE NATURE OF A WRIT OF CERTIORARI UNDER SECTION
42 OF THE COURTS ORDINANCE (CAP. 6).

D. L. JAYAWARDANE, Director, Vavasseur Trading
Co., Ltd., of 51/53, Queen Street, Colombo and
residing at " The Anchor, " Kandana.

Petitioner,

24. On examination by officers of the Customs Department the particulars stated in the following documents : Desiccated Coconut General Export Licences (R 42 to R 53) applications made under Section 58 of the Customs Ordinance (R 55 to R 61), applications made and permits granted under Section 22 (3) of the Exchange Control Act (R 62 to R 68) were found to correspond with the particulars stated in the Bills of Lading issued in respect of these goods and exportation was accordingly authorised.

No. 5
Affidavit of
V. P. Silva
(1st Respondent)—
9-1-69
—Continued.

25. The s.s. Johannes Maersk sailed from Colombo on 5th April, 1968. I produce a true copy of the final manifest of the vessel marked " R 69 ".
10 The vessel discharged 504,400 bags desiccated coconut of the aforesaid cargo at the Port of New York and delivered the same to the consignees.

26. Delivery Orders were issued in respect of 504,400 lbs. of desiccated coconut actually shipped on the s. s. Johannes Maersk authorising delivery at New York to Stavros and Anderson or their order. I produce marked " R 70 " a true copy of one of the said Delivery Orders dated 26th April, 1968 issued in respect of a quantity of 100 bags and a copy of a letter dated 29th April, 1968, sent by the London Agents of the vessel to their New York Agents marked " R 71. "

27. On 4th April, 1968, the Company received a cable stating, " New York Urge ship Johannes Maersk SB, 372, 378, 383, 385. Advise Progress. " I produce a true copy of this cable marked " R 72 ".
20

28. The Company presented bills of entry dated 15th and 17th May, 1968, signed by S. Rasanayagam, Office Manager of the Company under Section 57 of the Customs Ordinance, in respect of the aforesaid cargo showing the total quantity actually shipped on s. s. Johannes Maersk on 5th April, 1968 as 504,400 lbs. of desiccated coconut and the total f.o.b. value as Rs. 483,780/48 and the final destination of the goods was in these documents declared to be U.S.A. I produce true copies of these documents marked " R 73 " to " R 76. "

29. On various dates in April, 1968, the Company also made applications to the Board to export 749,500 lbs. of desiccated coconut to Halifax in Canada on board the s.s. Jeppessen Maersk. I produce marked " R 77 " to " R 83," true copies of the said applications.
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30. Pursuant to such applications, Desiccated Coconut General Export Licences were granted by the Board to the Company authorising the export of the said quantity of 749,500 lbs. of desiccated coconut per s.s. Jeppessen Maersk to the said port of Halifax. I produce marked " R 84 " to " R 90 " true copies of the said Licences.

31. On instructions received from D. L. Jayawardane, a Director of the Company, S. W. Ameratunge of Carson Cumberbatch & Co., Ltd., booked freight for the aforesaid cargo on board the Jeppessen Maersk and on instructions of the said D. L. Jayawardane the cargo was stowed with the option of discharge at Halifax or New York. Bills of Lading specifying the port of discharge as Halifax were issued in respect of the goods and a true copy of a Bill of Lading issued for a quantity of 100 bags of desiccated coconut is produced marked " R 91. "
40

No. 5
Affidavit of
V. P. Silva
(1st Respondent)—
9-1-69
—Continued.

32. The Company made applications under Section 58 of the Customs Ordinance for permission to export the aforesaid 749,500 lbs. of desiccated coconut prior to the presentation of the bills of entry for such goods, stating their intention to ship the cargo per s.s. Jeppessen Maersk for Halifax and the said applications were signed by S. Rasanayagam, Office Manager of the Company. I produce marked " R 92 " to " R 97 " true copies of the said applications.

33. The Company made applications under Section 22 (3) of the Exchange Control Act to export to J. H. Vavas seur & Co., Ltd., London a quantity of 893,900 lbs. of desiccated coconut stating, *inter alia*, the total¹⁰ invoice value of the goods to be Rs. 576,083/- and a further amount of £ 20,350 — 9s — 00d. and that the country of destination of the said goods was Canada. National & Grindlays Bank on behalf of the Controller of Exchange granted permission to export the goods in accordance with the aforesaid details given by the Company. The Company also stated in the said applications that the name of the exporting vessel was Jeppessen Maersk and the port of final discharge as Halifax. I produce marked " R 98 " to " R 101 " true copies of the said applications in Form ' H ' and the orders made thereon granting permission.

34. On examination by officers of the Customs Department the parti-²⁰ culars stated in the following documents : Desiccated Coconut General Export Licences (R 84 to R 90), applications made under Section 58 of the Customs Ordinance (R 92 to R 97) and the applications made and permits granted under Section 22 (3) of the Exchange Control Act (R 98 to R 101) were found to correspond with the particulars stated in the Bills of Lading issued in respect of these goods except in regard to the quantity shipped which was 749,400 lbs. and the exportation was accordingly authorised.

35. The s.s. Jeppessen Maersk sailed from Colombo on 22nd April, 1968. I produce a true copy of the final manifest of the vessel marked " R 102. " The vessel discharged 7,393 bags of desiccated coconut of the³⁰ aforesaid cargo at the Port of New York and delivered the same to the consignees.

36. On 15th April, 1968, N. U. Jayawardena, Managing Director of the Company received a cable from R. Cowing of J. H. Vavas seur & Co., Ltd., London requesting him to cable shipping programme of outstanding New York commitments. In reply thereto a cable was sent on 23rd April, 1968, stating *inter alia*, that the Jeppessen Maersk had been loaded with 3,554 Medium and 3,941 Fine quality bags of desiccated coconut. I produce marked " R 103 " and " R 104 " true copies of the said cables.

37. Delivery Orders were issued in respect of 742,900 lbs. of desiccated⁴⁰ coconut actually shipped on s. s. Jeppessen Maersk, authorising delivery at New York to Stavers and Anderson Ltd., or to their order. I produce marked " R 105 " a true copy of one of the said Delivery Orders dated 15th May, 1968 issued in respect of a quantity of 100 bags of desiccated coconut and copies of four letters dated 15th, 20th, 21st and 29th May, 1968 marked " R 106 " to " R 109 " respectively.

38. Carson Cumberbatch & Co., Ltd., received a cable from the Maersk Line New York dated 21st May, 1968, which read: "29 Jeppessen 41 desiccated coconut please advise total number of bags diverted to New York and confirm all given optional stowage." To which Carson Cumberbatch & Co., Ltd., cabled the following reply: "To Maersk Line New York 37/29 Jeppessen total seven four two nine bags stowed.....New York discharge." These cables refer to the Jeppessen Maersk which sailed from Colombo on 22-4-1968 and the desiccated coconut referred to therein relates to the cargo of the Company. I produce marked "R 110" and "R 111" ¹⁰ true copies of the said cables.

No. 5
Affidavit of
V. P. Silva
(1st Respondent)—
9-1-69
—Continued.

39. Between the 18th and 22nd May, 1968 the Company presented bills of entry, signed by S. Rasanayagam under Section 57 of the Customs Ordinance in respect of the said cargo of desiccated coconut shipped on s. s. Jeppessen Maersk which sailed from Colombo on 22nd April, 1968, showing *inter alia*, the total quantity actually shipped as 742,900 lbs. the total f.o.b. value of the cargo as Rs. 713,553/- and in three such bills of entry the final destination was declared to be U.S.A. and in the other (Entry No. 2587 R), Canada. I produce marked "R 112" to "R 115" true copies of the said bills of entry.

²⁰ 40. I produce a true copy of a letter dated 12th September, 1968, sent by the First Secretary to the Ambassador of Ceylon to the U.S.A. and a true copy of a letter dated 2nd October, 1968, sent by the Bureau of Customs, Region 11 of the Treasury Department of the State of New York, U.S.A., marked "R 116" and "R 117" respectively confirming the discharge of the aforesaid cargo at the port of New York for the information of Your Lordships' Court.

³⁰ 41. On the 5th August, 1968, the Company wrote to the First Respondent requesting alteration of four bills of entry relating to the Johannes Maersk of 15-4-1968 and three bills of entry relating to the Jeppessen Maersk of 22-4-1968, stating that the final destination of the vessel should be altered from U.S.A. to Canada. I produce marked "R 118" a true copy of the said letter.

⁴⁰ 42. On the 28th February, 1968, 100 bags of desiccated coconut bearing marks: AA Medium B/L 16A Colombo, shipped by the Company from Colombo per s. s. Jeppessen Maersk on voyage 40 was refused admission at the Port of New York by the U.S. Government Food and Drugs Administration as merchandise shipped in violation of the Federal Food, Drug and Cosmetic Act. Upon inquiries made by the Board I commenced investigations into the shipments of desiccated coconut effected by the Company and issued notice on the Petitioner in terms of exhibit 'A' annexed to the ⁴⁰ Petition.

43. Pursuant to the said notice, at the inquiry held by me the Petitioner was represented by Mr. P. Navaratnarajah, Queen's Counsel who appeared with Messrs N. E. Weerasooriya (Jnr.), Nimal Jayawardene and R. D. C. de Silva (Advocates) instructed by Messrs. Julius & Creasy (Proctors). The Petitioner was aware of the allegation that he was concerned in the exportation of goods in contravention of the restrictions contained in the Desiccated

No. 5
Affidavit of
V. P. Silva
(1st Respondent)—
9-1-69
—Continued.

Coconut General Export Licences relating to the port of destination and at this inquiry the Petitioner's Counsel addressed me at length on the question whether the stipulation as to the destination constituted a valid restriction and whether the shipment was a contravention of Section 130 of the Customs Ordinance. I deny that the inquiry was conducted in violation of any principle of natural justice or that I was actuated by any irrelevant or extraneous considerations in coming to the view that the Petitioner was liable to a forfeiture in terms of Section 130 of the Customs Ordinance. I based my decision solely upon evidence and documents shown to the Petitioner at the said inquiry. I produce a true copy of my findings and the election made in terms of Section 130, marked "R 119." 10

44. The material upon which I came to the view that the Petitioner was liable to forfeit the sum specified in exhibit 'B' attached to the Petition has been placed before the Attorney-General for the institution of proceedings to recover the same. The Petitioner has given notice of action intended to be filed by him in the District Court of Colombo in respect of the forfeiture. I produce marked "R 120" a true copy of the said Notice together with its annexures.

Signed and Sworn to by the }
deponent Vaasawa Piyasena } (Sgd.) V. P. SILVA 20
Silva at Colombo on this 9th day }
of January, 1969. }

Before me,

(Sgd.) CECIL N. GOONEWARDENA,
(*Crown Counsel*)
Justice of the Peace,
for the Island of Ceylon.

No. 6
Affidavit of D. L.
Jayawardane—
27-1-69

No. 6

Affidavit of D. L. Jayawardane

IN THE SUPREME COURT OF THE ISLAND OF CEYLON 30

IN THE MATTER OF AN APPLICATION FOR A MANDATE IN
THE NATURE OF A WRIT OF CERTIORARI UNDER SECTION
42 OF THE COURTS ORDINANCE (CAP. 6).

D. L. JAYAWARDANE, Director, Vavasseur Trading
Co., Ltd., of 51/53, Queen Street, Colombo and
residing at "The Anchor," Kandana.

Petitioner,

S. C. Application }
 No. 532 of 1968. }

Vs.

No. 6
 Affidavit of D. L.
 Jayawardane—
 27-1-69
 —Continued.

1. V. P. SILVA, Assistant Collector of Customs,
 H.M. Customs, Colombo.
2. V. P. VITTACHI, Principal Collector of Customs,
 H.M. Customs, Colombo.
3. G. CUMARANATUNGE, Acting Principal Collector
 of Customs, H.M. Customs, Colombo.

Respondents.

¹⁰ I, DON LEONARD JAYAWARDANE, being a Catholic make oath and say
 as follows :—

1. I am a working Director of Vavasseur Trading Co., Ltd.

2. At all times material to the Inquiry conducted in regard to the Desiccated Coconut shipments covered by the “Leda Maersk” of 14-3-68, the “Johannes Maersk” of 5-4-68, and the “Jeppessen Maersk” of 22-4-68, I was the official, *inter-alia*, in charge of shipping arrangements of the said Company. I state that the consignments on all these vessels were shipped to Halifax.

²⁰ 3. I have read the Affidavit dated 9th January, 1969, filed by the 1st
 Respondent and the annexures filed therewith.

4. The relevant matters referred to in the said Affidavit were accurately and fully set out in the evidence given by me and on my behalf under oath at the Inquiry held by the 1st Respondent, who recorded the same and the said evidence forms part of the record maintained by the 1st Respondent.

5. I state that the averments contained in paragraphs 5, 6, 7, 8, 12, 19, 23, 29, 33, 40 and 42; and the Documents R 1, R 2, R 4, R 5 — R 9, R 19 — R 23, R 30 — R 41, R 62 — R 68, R 77 — R 83, R 98 — R 101, and R 116 — R 117; are fresh material and I was given no opportunity at the Inquiry to offer any explanation or make any submissions in respect thereof.

³⁰ 6. I state :—

(a) That Vavasseur Trading Co., Ltd., made application for export licences by Application Forms R 5 — R 9; R 30 — R 41 and R 77 — R 83, but deny that the said Applications were for licences to export to Halifax in Canada;

(b) That Vavasseur Trading Co., Ltd., obtained general export licences in respect of the consignments of Desiccated Coconut in question. The Documents R 10 — R 14; R 42 — R 53 and R 84 — R 90 are photostat copies of the export licences issued to Vavasseur Trading Co., Ltd. I state that the said licences

authorise the export of Desiccated Coconut from Ceylon and did not contain any restriction or in any event any valid restriction limiting the export to any particular place or Port, *viz* ; Halifax.

I state that the translation appearing on the reverse of the said documents is incorrect. I file herewith marked "D" a correct translation of R 10, which is a specimen of the said licences.

- (c) That the 1st Respondent has made a selective choice of only some of the evidence that was given at the Inquiry held by him, and the assertions made by the 1st Respondent in relation to or arising out of the Inquiry can only be determined and appraised by a perusal of and in relation to the full written record of the proceedings at the said Inquiry. ¹⁰
- (d) Copies of Cables marked VAVAMARKT are circulated to all the Directors. VAVAMARKT cables are received outside normal working hours or on non-working days by Mr. M. Thiagarajah who communicates the contents of these cables to Mr. N. U. Jayawardena and, if replies have to be sent urgently and can be done without reference to records in the office, sends replies in consultation with Mr. N. U. Jayawardena. Outgoing cables are not prepared by Mr. M. Thiagarajah during normal working hours. ²⁰
- (e) That I stated at the Inquiry held by the 1st Respondent that the request for optional Halifax/New York stowage was made by me at the request and as agent of Vavasseur Trading Company's London buyer, J. H. Vavasseur & Co., Ltd., and that these instructions were given to Carson Cumberbatch & Co., Ltd., just prior to loading in the case of each of the three vessels in question.
- Mr. S. W. Ameratunge of Carson Cumberbatch & Co., Ltd., who was called as a witness by the 1st Respondent admitted at the Inquiry that the said instructions were given just prior to loading. The evidence relating to these matters forms part of the written record maintained by the 1st Respondent. ³⁰
- (f) That all the consignments of Desiccated Coconut in question were sold by Vavasseur Trading Company Ltd., to J. H. Vavasseur & Co., Ltd., of London on F.O.B. terms and evidence to this effect was given at the Inquiry. No instructions were given by Vavasseur Trading Co., Ltd., as shippers and/or exporters to deliver the cargo at the Port of New York to any person.
- (g) That after the "Leda Maersk" of 14-3-68 had sailed from the Port of Colombo, on instructions received by Vavasseur Trading Co., Ltd.'s buyers, Messrs. J. H. Vavasseur & Co., Ltd., London, and at their request, and as their agent, I requested Messrs. Carson Cumberbatch & Co., Ltd., to discharge the cargo at New York. ⁴⁰

(h) That Mr. S. W. Ameratunge of Carson Cumberbatch and Co., Ltd.,^{No. 6} stated at the said Inquiry held by the 1st Respondent that the Affidavit of D. L. cable R 111 sent by Carson Cumberbatch & Co., Ltd., to Maersk^{Jayawardane—} Line, New York had been recorded in that manner since the enquiry²⁷⁻¹⁻⁶⁹ in cable R 110 had come from Maersk Line, New York. He further^{—Continued.} stated that had the enquiry come from Maersk Line, Halifax his reply would have been as follows :—

“ To Maersk Line Halifax 37/29 Jeppessen total seven four two nine bags stowed.....Halifax discharge.”

10 The reason given by Mr. S. W. Ameratunge for adopting the above wording in the said cable R 111 was because the cargo had been stowed for optional Halifax/New York discharge.

(i) That New York is one of the largest trading centres in the world *inter alia*, for Desiccated Coconut ; and New York buyers of J. H. Vavasseur & Co., Ltd., of London buy Desiccated Coconut for trading purposes including resale as well as for consumption in the U.S.A.

Signed and Sworn at Colombo }
this 27th day of January, 1969. }

(Sgd.) D. L. JAYAWARDANE

20

Before me,

(Sgd.) V. GNANARATNAM COOKE,
Justice of the Peace.

No. 7

Judgment of the Supreme Court

No. 7
Judgment of the
Supreme Court—
30-3-69

IN THE MATTER OF AN APPLICATION FOR A MANDATE
IN THE NATURE OF A WRIT OF CERTIORARI ON V. P.
SILVA, ASST. COLLECTOR OF CUSTOMS, H. M. CUS-
TOMS, COLOMBO, AND TWO OTHERS.

S. C. Application No. 532/68.

30 *Present* : H. N. G. FERNANDO, C. J., SAMERAWICKREMA, J. and
WEERAMANTRY, J.

Counsel : E. F. N. GRATIAEN, Q.C. with WALTER JAYAWARDENE, Q.C.,
N. E. WEERASOORIYA (Junior) and R. D. C. DE SILVA for the
Petitioner.

H. L. DE SILVA with ANANDA DE SILVA, SIVA PASUPATHY and
G. P. S. SILVA, Crown Counsel for the Respondents.

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Argued on : 17th, 18th, 19th, 21st, 22nd, 28th February, 1969 and on 1st, 4th and 5th March, 1969.

Decided on : 30th March, 1969.

THE JUDGMENT OF THE COURT :

The Petitioner in this case is a Director of a Company carrying on business *inter alia* as exporters of desiccated coconut from Ceylon. Early in March 1968, the Company made applications to the Principal Collector of Customs stating its intention to ship certain quantities of desiccated coconut to Halifax (Canada). These applications were made under S. 58 of the Customs Ordinance for permission to export the goods prior to the presenta-¹⁰ tion of the Bill of Entry for the goods. Customs duty and dues having been duly recovered or secured, the desiccated coconut was exported in April and March 1968. Although however, the applications and the ship's manifests specified Halifax as the port of destination, the three shipments of desiccated coconut were in fact landed at the port of New York.

On 17th September 1968, the 1st Respondent to the present application, an Assistant Collector of Customs, issued a notice to the present petitioner in the following terms :—

Shipments of D.C. Nuts

“ An Inquiry will be conducted by me in my office commencing at 9-30²⁰ a.m. on 23rd and 24th September 1968, in regard to the following shipments of Desiccated coconuts effected by your establishment in contravention of Sections 58, 57 and 130 of the Customs Ordinance, Chap. (235) read with the Coconut Product Ordinance, (Chap. 160).

- | | |
|--|------------------------------|
| (i) “ Jeppessen Maersk ” sailed on 22-4-68 | |
| 742,900 lbs. D. C. Nuts valued at | Rs. 713,553/00 |
| (ii) “ Johannes Maersk ” sailed 5-4-68 | |
| 504,400 lbs. D. C. Nuts valued at | Rs. 483,780/48 |
| (iii) “ Leda Maersk ” sailed 14-3-68 | |
| 499,900 lbs. D. C. Nuts valued at | Rs. 472,835/75 ³⁰ |

as persons being concerned in the exportation of the above shipments of Desiccated Coconuts contrary to restriction, in that the above Desiccated Coconuts were shipped to the Port of New York, instead of the Port of Halifax as stated in your application in respect of each consignment. You are requested to be present at this inquiry and show cause, as to why I should not proceed to make order of forfeiture of three times the value of the said Desiccated coconuts in each case, on each of you, in terms of Section 130 of the Customs Ordinance Chap. 235. ”

Similar notices were also issued to two other Directors of the same⁴⁰ Company and to the Office Manager of the Company.

On 25th September 1968, the 1st Respondent informed the Petitioner that the " application " referred to in the above notice was " the intend-to-ship application " made by the Company under S. 58 of the Customs Ordinance in respect of the shipments specified in the notice.

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The inquiry referred to in the notice was ultimately held on 25th and 26th September, at which sworn evidence was recorded of the petitioner and other Directors or employees of the Company, and at which also some documents were produced by the Customs. The 1st Respondent kept a written record of the evidence. The inquiry was followed by a letter of 30th September 1968 addressed to the petitioner in the following terms :—

Shipments of D.C. Nuts.

" I have carefully considered the evidence that was led before me at this inquiry, and I hold that Mr. D. L. Jayawardane, is guilty of the charges made against him and conveyed to him by my notice No. EXP. 470 of 17-9-68.

I elect in terms of Section 130 of the Customs Ordinance (Cap. 235) to impose a forfeiture of three times the value of the goods in question.

viz : (a) " Jeppessen Maersk " Rs. 2,140,659·00

(b) " Johannes Maersk " Rs. 1,451,340·00

20 (c) " Leda Maersk " Rs. 1,418,505·00

amounting to a total of Rs. 5,010,504·00 (Rupees Five million ten thousand five hundred and four)"

Letters were addressed in identical terms to the two other Directors and the Office Manager, subject only to the difference that in the case of Office Manager the amount of the forfeiture was mitigated to Rs. 1,670,168/-.

We reserve for explanation at a later stage, the references in the notice of 17th September to ss. 57 and 58 of the Customs Ordinance, because they do not appear to be of relevance to the questions we have firstly to decide.

30 Some explanation is here necessary of the reference in the Collector's notice of 17th September 1968 to the Coconut Products Ordinance, Cap. 160. It is sufficient to state for the present that the position of the Collector has been that the export of desiccated coconut from Ceylon is subject to a licensing scheme established by Regulations made under that Ordinance, that the scheme requires as export licence to authorise the export of desiccated coconut, that the licence actually issued to the Company is one which authorised export only to Halifax (Canada), that the exportation of these consignments to New York was therefore contrary to a restriction imposed by those Regulations, and that the petitioner was a person concerned in such exportation.

If the position of the Controller as just explained be correct, then the exportation of these consignments of desiccated coconut was in contravention of S. 12 of the Customs Ordinance, read with the last paragraph of Schedule B to that Ordinance. The penalty for such a contravention is set out in S. 130 of that Ordinance, which we now proceed to examine.

The relevant provision of Section 130 which has to be considered for present purposes may be stated as follows :—

“ Every person who shall be concerned in exporting any goods the exportation of which is restricted contrary to such restriction shall forfeit either treble the value of the goods, or be liable to a penalty of 10
Rs. 1,000/- at the election of the Collector of Customs. ”

It is necessary at this stage to point out that Sections 33, 129, 132, and 133 of the Customs Ordinance also provide for a similar election by the Collector as between the same two alternative penalties. But in these Sections, the language employed is slightly different from that used in S. 130, and the forfeiture is expressed as :—“ shall forfeit treble the value thereof, or the penalty of Rs. 1,000/- at the election of the Collector of Customs. ” It is clear that this is the language appropriate to express the apparent intention, that is to say, that the offender will forfeit a sum equal to treble the value of the goods or the sum of Rs. 1,000/- the choice between the two 20 sums being made at the election of the Collector.

It will be seen that this intention was not accurately stated in the language of the Section 130, that language is in fact ungrammatical. The use of the words “ shall forfeit either ” obviously indicates an intention to impose one of two alternative forfeitures ; but that intention is not properly carried out in the phrases which follow. Reference to the English Customs Statutes establishes that the imposition of a forfeiture of one or two alternative sums was adopted into our Law from the English Law and that in corresponding Sections of the English Statutes the Language was the same as that employed in our Sections 33, 129, 132 and 133. It is therefore clearly neces- 30 sary to correct the grammar of S. 130 and to assume its intention to be that a person concerned in any of the acts referred to in the Section “ shall forfeit treble the value of the goods, or the penalty of Rs. 1,000/- at the election of the Collector of Customs. ” The propriety of this assumption was not questioned by Counsel at the hearing.

In the case of *Palasamy Nadar v. Lanktree* (51 N.L.R. 520 at p. 523) this Court considered the effect of a provision in S. 46 (now S. 44) of the Customs Ordinance that any goods exported or taken out of the Island contrary to certain specified prohibitions and restrictions shall be forfeited and construed 40 this provision to mean that on the happening of some event “ the owner of the goods is automatically and by operation of law divested of his property in the goods as soon as the event occurs. ” The Court further held that “ no adjudication declaring the forfeiture to have taken place is required to implement the automatic incident of forfeiture. ” The decision in this case followed the construction placed in *De Keyzer v. British Railway Traffic Co.*, 1936

I K. B. 224, on the language of S. 202 of the English Customs Consolidation Act of 1876 which states that all conveyances used for the conveyance of any goods liable to forfeiture under the Customs Acts shall be forfeited. The judgments in the English case state that "where certain events have happened the property in question is labelled "forfeited" under S. 202 and that "as soon as it is ascertained that a conveyance has been used for the conveyance of goods liable to forfeiture, *ipso facto* that conveyance is forfeited."

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We can see no sensible distinction between the language in S. 130 and the language of the two Sections which were construed in the two decisions to which we have just referred, and much of the argument before us proceeded on the basis that the forfeiture under S. 130 is incurred at the moment a prohibited or restricted exportation takes place. It thus appears that the function, and even the duty, of the Collector under S. 130, is only to make an election as between the two specified amounts of the incurred forfeiture.

Consideration of the matters to which we have thus far referred shows, despite some indications to the contrary in the Collector's notice of 17th September and his letter of 30th September, that the action which the Collector intended to take was to elect "treble the value of the goods exported," and not a sum of one thousand rupees, as being the sum forfeited under S. 130 in the instant case. It is this action, purporting to have been taken under S. 130, which the petitioner seeks to have quashed by means of a Mandate in the nature of a Writ of Certiorari issuing from this Court. Applications for similar Mandates were made to this court by the two other Directors and the Office Manager of the Company, and arguments we have heard covered all the four applications.

The first question which arises for our decision is whether a Writ of Certiorari will lie to quash action taken by the Collector of Customs under S. 130 of the Ordinance.

Undoubtedly the Collector cannot claim that the occasion for the exercise of his function or duty of election under S. 130 has arisen, unless, at the least, he has reason for forming an opinion that goods have been exported contrary to one of the statutory prohibitions or restrictions contemplated in the Section; but the argument for the petitioner has been that the election cannot lawfully be made unless the Collector has first determined that the facts by reason of which the statutory forfeiture is incurred do actually exist. On this ground it was argued that such a determination is one which affects the rights of the person concerned in the exportation, in that the consequence of the election can be that the person will have to pay the larger of two alternative sums. Having regard to the magnitude of the difference between the two alternative sums which may have to be paid in the instant case, it was further argued that a determination which precedes an election, which can have so serious a consequence, must be reached in a quasi-judicial manner.

It was also submitted by one Counsel in the course of his argument that the application of S. 130 may well involve two stages of quasi-judicial decision, namely, the stage at which the Collector satisfies himself in regard

to the existence of what were described as the jurisdictional facts, and secondly, the stage at which he brings his mind to bear on the question of electing between the alternative statutory forfeitures.

Another similar argument was that, because there are two stages in this process of election and because the election made at the second stage can seriously affect the rights of subjects, the quasi-judicial character attaches to both stages of the consideration which the Collector must give to the matter.

We have had the benefit of full and helpful arguments from both sides upon the question whether a Writ will lie in this case, and Counsel have¹⁰ very properly referred us to numerous decisions, of British, Ceylon and other Courts. But we find after consideration that it will suffice to refer only to some of those decisions which in our opinion help to resolve the problem which we have to decide.

We ask no excuse for citing the celebrated dictum of Atkin L. J. in the case of *R. v. Electricity Commissioners*, 1924, 1 K. B. 171 at 205 :—

“ Wherever any body of persons having legal authority to determine questions affecting the rights of subjects, and having the duty to act judicially, act in excess of their legal authority they are subject to the controlling jurisdiction of the King’s Bench Division exercised²⁰ in these Writs.”

This dictum was amplified in the judgment of Lord Hewart C. J. in *Rea v. Legislative Committee of the Church Assembly* (1928, 1 K. B. 411 at 415) as follows :—

“ The question therefore which we have to ask ourselves in this case is whether it is true to say in this matter, either of the Church Assembly as a whole, or of the Legislative Committee of the Church Assembly, that it is a body of persons having legal authority to determine questions affecting the rights of subjects and having the duty to act judicially. It is to be observed that in the last sentence of Atkin L. J.³⁰ the word is not “ or ”, but “ and ”. In order that a body may satisfy the required test it is not enough that it should have legal authority to determine questions affecting the rights of subjects ; there must be superadded to that characteristic the further characteristic that the body has the duty to act judicially. The duty to act judicially is an ingredient which, if the test is to be satisfied, must be present. As these writs in the earlier days were issued only to bodies which without any harshness of construction could be called, and naturally would be called Courts, so also today these Writs do not issue except to bodies which act or are under the duty to act in a judicial capacity.”⁴⁰

Acting upon the dicta which we have just cited, what we have to consider is whether, in making an election under S. 130 of the Customs Ordinance, the Collector firstly has to determine a question affecting the rights of subjects, and secondly has to act judicially in making the election.

In the case of the *Electricity Commissioners*, what was claimed to be *ultra vires* was a Scheme purporting to be adopted under Statute by the Commissioners. The Attorney-General relied on provisions in the Statute which required the Scheme to be submitted to a Minister for confirmation and to both Houses of Parliament for approval, and under which the Scheme might be altered or even rejected. In view of these provisions, it was argued that the Scheme as adopted by the Commissioners did not affect the rights of subjects, and that the Writ therefore would not lie. Once this objection to the issue of a Writ of Prohibition was over-ruled, the fact that the provisions of the Scheme did affect the rights of subjects could no longer be disputed. There then remained the question whether the Commissioners had a duty to act judicially. In regard to this question, the judgment of Bankes, L. J. (1924. 1. K. B. 198) points out that the Act imposed upon the Commissioners very wide and responsible duties and powers in reference to the approval or formulation of schemes, and that "at every stage they are required to hold local inquiries for the purpose of giving interested parties the opportunity of being heard." There is a further statement in the judgment that the Court should hold "that powers so far-reaching, affecting as they do individuals as well as property, are powers to be exercised judicially and not ministerially." It appears therefore that in the circumstances of the case it was manifest to the Court that the Commissioners did indeed have a duty to act judicially. For the present we must say that the existence of such a duty is not made manifest in S. 130 and in connected provisions of our Customs Ordinance.

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Mr. Gratiaen relied on a dictum of their Lordships of the Privy Council in a recent appeal from Ceylon, *Durayappah v. Fernando* (69 N.L.R. 265), where the matter for consideration was whether a Minister, in making an order for the dissolution of a Municipal Council, had a duty to observe the principle *audi alteram partem*. The dictum in this judgment, which we find of great assistance, reads thus :—

" In Their Lordships' opinion there are three matters which must always be borne in mind when considering whether the principle should be applied or not. These three matters are :

First what is the nature of the property the office held, status enjoyed or services to be performed by the complainant of injustice.

Secondly in what circumstances or upon what occasions is the person claiming to be entitled to exercise the measure of control entitled to intervene.

Thirdly when a right to intervene is proved what sanctions in fact is the latter entitled to impose upon the other.

It is only upon a consideration of all these matters that the question of the application of the principle can properly be determined."

It is convenient at this stage to consider the third of the matters which Their Lordships in *Durayappah's case* regarded as of importance in deciding whether the principle *audi alteram partem* does or does not apply, namely what sanctions the authority is entitled under the Statute to impose upon the complainant of injustice. We pass therefore to discuss the consequences which will or can flow from the Collector's election under S. 130. No doubt (as is apparent from the letter of 30th September 1968, addressed to the petitioner) the Collector will, when he makes an election under S. 130, proceed to make a demand of payment of the forfeiture; but no liability to pay the amount demanded arises merely by reason of the demand. The Collector¹⁰ has no right under the Ordinance, by any executive act to seize or take any sum of money from a person to whom such a demand is addressed. Unless of course a person voluntarily complies with such a demand, there is only one means by which he can be compelled to pay the amount of the demand, and this¹⁵ by a decree of a competent Court entered in an action instituted by the Attorney-General and referred to in S. 145 of the Ordinance, which provides as follows:—

“ All penalties and forfeitures which shall be incurred under this Ordinance shall and may be sued for and recovered in the name of the Attorney-General in the respective courts of Ceylon, in like man-²⁰ner as other revenue cases.”

It was common ground at the argument that in such an action the Attorney-General cannot succeed in obtaining a decree unless he is able to establish the relevant cause of action, namely, that a person has been concerned in an exportation falling within the scope of S. 130. Once the existence of the cause of action is established in the action, the further element that he forfeits a sum of money is automatically established by the operation of S. 130 itself. It is thus clear that the fact that the Collector makes an election of one of the two alternative sums which Section 130 declares to be forfeit, does not and must not in any way affect the duty of a competent³⁰ Court to decide whether or not the statutory forfeiture was actually incurred in a particular case. Indeed the judgment in the case of *Palasamy Nadar v. Lanktree* (51 N.L.R. 520) makes it clear that the Collector *makes no adjudication* when he elects to seize goods which S. 46 declares to be forfeited. We are satisfied that similarly there is no adjudication on the facts by the Collector when he makes his election under S. 130, and that the only determination having the legal effect of an adjudication is that which a Court will make in an action brought by the Attorney-General. There is thus no sanction attached to the Collector's election in the nature of any compulsion to make payment. What is effective in the Collector's election is that, if a⁴⁰ Court does hold that the liability to make payment has arisen in law, the amount of the payment (as between the two alternative sums specified in S. 130) has been pre-determined by the Collector's election. We cannot think that this fixation of one of two alternative sums is a *sanction* imposed upon the petitioner in the sense in which that term is used in the judgment in *Durayappah's case*. With respect to this point, Their Lordships observed as follows:—

“ The third matter can be dealt with quite shortly. The sanction which the Minister can impose and indeed, if he is satisfied of the necessary premise, must impose upon the erring Council is as complete as could be imagined ; it involves the dissolution of the Council and therefore the confiscation of all its properties. ”

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In regard to the first matter enumerated by Their Lordships in *Durayappah's case*, the precise question for us is “ what is the nature of the property held by the petitioner ? ” He certainly has a right to keep his money, which right can clearly be affected, but only because the Statute, and not the
¹⁰ Collector, imposes a forfeiture of money against a person who has in fact contravened S. 130. By reason of that forfeiture, he incurs under the Statute a liability to pay money, which of course places in jeopardy his right to keep his money. In making this observation we are appreciative of the principle that the rights affected need not necessarily be “ rights ” from a jurisprudential point of view. The election of the Collector under S. 130 however, *does not create a new jeopardy* to the petitioner's right ; the election serves only to fix the extent of the statutory jeopardy to one of two alternative amounts arbitrarily imposed by S. 130. The election will have validity only if a Court holds, in an action instituted under S. 145, that there has been
²⁰ a contravention of S. 130; and if a Court does so hold, we much doubt whether a person so found to have contravened the section can properly be regarded as having any “ right ” to suffer the lesser of the two alternative forfeitures.

It is significant that in S. 130, as well as in a few other Sections of the Ordinance, the Legislature compels the Collector to make a choice between what manifestly appear to be two arbitrary alternatives. The Sections give no guidance to the Collector as to the considerations which might affect his choice between these two alternatives, and they do not leave it open for him at the stage of election to demand no forfeiture at all or to demand a sum lower than either of the two arbitrary sums specified in these Sections.
³⁰ In the absence of any standard prescribed in the Statute by reference to which the Collector might decide to recover a sum which he might consider appropriate in a particular case, it is unreasonable to infer that the Legislature had any intention that the Collector should in making this election act otherwise than in his absolute discretion. In *Pritchard's case* (1953, 1 W.L.R. 1158) Parker J., as he then was, observed that it cannot be too clearly understood that the remedy by way of Certiorari only lies to bring up to this Court and quash *something which is a determination or a decision* (The italics are ours). This description of the character of the matter which may be quashed can scarcely be said to apply to an *election* between two arbitrary alternatives,
⁴⁰ one or other of which must necessarily be chosen under S. 130.

It was submitted for the petitioner that the duty of election imposed on the Collector must necessarily carry with it the duty to have due regard to the extent of the participation of the offender in any of the acts referred to in S. 130 to the question whether his participation was with guilty knowledge of the breach of any relevant law, and also to the question whether his

blameworthiness was such as to render more appropriate the one penalty or the other. One practical example of a case which in this submission might deserve special consideration of a quasi-judicial nature would be that of a clerk employed in the petitioner's Company who had merely been concerned upon instructions from his employers in filling up application forms in a misleading manner. It was submitted, of course on the assumption that a clerk who had acted in that manner comes within the scope of S. 130, that the penalty of Rs. 1,000/- would be more appropriate and that the Collector, despite the lack of any indication to this effect in the Section, would nevertheless be under a duty to take all the circumstances into con-¹⁰ sideration and impose the lesser penalty. In our opinion the answer to this submission is two-fold; firstly, the Legislature has nowhere indicated the principle on which the Collector is to be guided in making his election; secondly, that the Legislature has not expressly contemplated the process of a quasi-judicial determination of this matter by the Collector. Moreover the possibility that the lesser penalty may appear to a Court to be the more appropriate in a particular case is not in our opinion a consideration upon which to base an inference that the Legislature intended the Collector to act quasi-judicially. While it is true that one can contemplate cases in which the milder choice may appear more appropriate, one can also contem-²⁰ plate cases in which either choice which the collector may make would be harsh in the particular circumstances. If for instance a messenger of the petitioner's Company who delivered to the Customs authorities documents effective to promote the exportation of these shipments of desiccated coconut is assumed to fall within the scope of S. 130, even the lesser penalty of Rs. 1,000/- appears to us to be somewhat fantastic. In any event if the election actually made by the Collector under S. 130, whether of the graver or less grave forfeiture specified in S. 130, is excessive, the matter does not end there. The Ordinance provides in S. 163 for mitigation by the Collector of any forfeitures incurred under the Ordinance and for appeals to the³⁰ Minister. We have no doubt that it was the intention of the Legislature that the provisions of S. 163 will be utilised with due regard to particular circumstances and to any mitigating factors, and to soften the strictness of the arbitrary forfeitures imposed by various Sections of the Ordinance. Sections 131 and 142, for instance, impose automatic forfeitures which might be harsh and unreasonable in the circumstances of a particular case. In enacting S. 163, the Legislature took account of the fact that the penalties which it itself arbitrarily imposed, or which it compelled a Collector to select, may be arbitrary and should as a matter of policy be mitigated in appropriate⁴⁰ circumstances.

Some stress was laid during the argument on cases in which it has been held that the need for confirmation or the possibility of alteration or abandonment of some determination does not have the effect that there is no duty to act judicially in reaching the stage of determination. Two such cases were those of *Carmichael* (1928, 1. K. B. 291) and *Boycott* (1939, 2 A. E. R. p. 626) in which the ground for the issue of a Writ was that the certifying officer in those cases made adjudications which virtually decided facts upon which another authority could make an order affecting the rights of a subject. This view of those cases was expressed in the case of *R. v. Manchester Legal Aid Committee* (1952, 1. A. E. R. 480 at 490).⁵⁰

“ The certifying surgeon in the former case and the Board of Education certifying medical officer in the latter case were concerned solely with the facts of the particular case, facts presented to them *ex parte*, and it was not for them to take into consideration any questions of policy or expediency. ”

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It suffices to point out that there is no indication in S. 130 of the Customs Ordinance that the Collector need consider any matters *other than matters of policy or expediency*.

With reference to the second matter specified in the dictum in Durayappah's case, Their Lordships directed attention to the statutory grounds upon which the Minister was empowered to dissolve a Municipal Council. With reference to two of these specified grounds, it appeared manifest to them that a Council must be entitled as a matter of the most elementary justice to be heard before the Minister decided to dissolve a Council on such grounds. That being so, and looking at the Section as a whole, it was not possible to single out for different treatment the third ground of dissolution, which was incompetence on the part of a Council. Their Lordships thought that if the sole ground for dissolution had been only the vague ground of incompetence, there might be some force in the argument that the principle *audi alteram partem* is not applicable. In the instant case, the Legislature has not specified even a vague ground upon which the election of the Collector is to be based. Thus the circumstances or occasions on which the Collector intervenes do not appear to be such as require that a party be heard before an election unfavourable to him is made.

Our consideration, in the context of S. 130, of the matters mentioned in the dictum in *Durayappah's case* thus leads us to these conclusions: at the highest the Collector's election may, in a provisional manner and to a limited extent, affect a “right” of the petitioner; but the circumstances in which the election is made are not such as to require the Collector to hear the other side; and no sanction in the proper sense can either be imposed by the Collector upon a person liable to a forfeiture or can else attach under the Ordinance to render the election effective. We hold therefore that the principle *audi alteram partem* does not apply in the case of the making of the election authorised or required by S. 130.

Mr. Gratiaen cited a decision of the Supreme Court of India in *East India Commercial Co., Ltd., v. Collector of Customs* (1962, A.I.R. S.C. 1893), in which it was held that certain proceedings taken under the Indian Sea Customs Act are quasi-judicial, and that a Writ of Prohibition will lie in respect of them. It is not necessary to discuss the circumstances of this particular case, because there is a decisive distinction between the structure of the Indian Act and that of our own. Section 167 of the Indian Act, which was construed in the case mentioned, uses the language that goods “shall be liable to confiscation,” and that a person “shall be liable to a penalty.” Section 182 provides that “where goods are under any other

to entertain the same.” (Section 146 now S. 154). If notice is given and security tendered within the prescribed time, the Collector is required to deliver up the goods to the claimant who is given a further thirty days within which to prosecute his claim in the appropriate Court. Unless notice and security are so given, and the action filed within the prescribed period, the owner no longer retains a right to claim property in the goods and is also precluded from challenging the validity of the seizure and alleged forfeiture in judicial proceedings. In that event he may only hope for but he may not demand as of right from the appropriate authority a merciful mitigation of the full rigours of the forfeiture. (Sections 155, 156 and 157 — now Sections 163, 164 and 165).¹⁰

We agree entirely with this explanation. It follows that when goods are declared by the Ordinance to be forfeited, and are seized as provided in S. 125, the property in the goods will be lost to their owner unless the validity of the seizure is challenged by an action instituted in a competent Court within a strictly limited period.

Counsel did not attempt to argue before us that seizures under S. 125 need be preceded by any quasi-judicial proceedings; and the explanation which we have just cited confirms our own opinion that no such proceeding need be held, for instance, when Customs Officers seize goods because of an opinion that they are forfeit under S. 43 or S. 44 or any other of the Sections we have mentioned. In other words, such a seizure is purely an executive act, which will render effective in practice the statutory forfeiture of goods, unless of course an action is brought by their owner as provided in S. 154.²⁰

It readily appears that the restrictions contemplated in SS. 44 and 130 are identical or substantially similar. The breach of such an export restriction entails (if the goods are within reach) a physical forfeiture of the goods under S. 44, and entails also a monetary forfeiture under S. 130 against persons concerned in the exportation. There is a corresponding relationship between SS. 43 and 129 in the case of imports. The physical seizure of goods under S. 125, which conclusively deprives their owner of his property unless he is vigilant to prosecute his claim to them by action in the Court, creates a real and present peril. Far slighter is the peril, if any, created by the mere election and demand of the monetary forfeiture incurred under S. 130, which may or may not be sued for by the Attorney-General and will be recoverable only if a Court determines that it was indeed incurred. If then a quasi-judicial proceeding need not precede so grave an action as a seizure of goods, far less is there the need of such a proceeding before an election is made under S. 130.³⁰

In the case of *Omer v. Caspersz*, Customs Officers had taken three different actions, because of an opinion that certain goods had been imported contrary to restrictions :—⁴⁰

- (1) The goods were seized in March 1962 and the importer was later informed that the goods were forfeited. This action was referable to S. 43 read with Section 125.

In *Tennekoon v. Principal Collector of Customs*, (61 N.L.R. p. 2327) the version of the facts presented by the Customs was that the petitioner in the case had been concerned in unshipping of two bars of gold unlawfully imported, or had knowingly concealed them. On this ground the petitioner was called upon to pay a penalty of Rs. 10,000/- under S. 127 of the Customs Ordinance, which is now S. 129. This Section provides just as does S. 130 for the automatic forfeiture of either treble the value of the goods, or the penalty of Rs. 1,000/-, at the election of the Collector. Weerasooriya J. referred to the Collector's order as being one "calling upon the petitioner to pay a penalty of Rs. 10,000/-." Relying principally upon dicta in the case of *R. v. Manchester Legal Aid Committee*, the learned Judge held that the Collector was under a duty to act judicially. Having regard to a concession by the Crown that no opportunity was given to the petitioner to meet the case against him, a Writ of Certiorari was issued to 'quash' the Collector's order. This judgment was followed in the case of *Omer v. Caspersz* (65 N.L.R. p. 494), without any fresh consideration of the question whether Certiorari would lie. There was in this latter judgment criticism of the Customs Officers who had dealt with the matter under review to the effect that, because of the earlier decision in *Tennekoon's case*, they should have known that it was their duty to conduct a proper inquiry before imposing a forfeiture. It appears that this criticism has led to the form of procedure (notice and inquiry) which the Collector adopted in the instant case. Despite our opinion that the Collector has no duty to act judicially in electing between the two alternative forfeitures, we would encourage rather than discountenance the procedure of a notice and inquiry.

In considering the character of the forfeiture which is incurred under S. 130 and the nature of the function performed by the Collector under this Section, it is useful to compare the character of other forfeitures for which the Ordinance provides. Section 41 which was considered in the case of *Palasamy Nadar v. Lanktree* (51 N.L.R. 520) provides that goods exported contrary to the restrictions in Schedule B "shall be forfeited and shall be destroyed or disposed of as the Principal Collector of Customs may direct." Section 43 has identical provision for the case of goods imported contrary to certain prohibitions or restrictions. Sections 47, 50, 65 and 75, for example, also provide for the forfeiture of goods in certain events. As was held in the case just mentioned, the forfeiture is "automatic" in all these cases, and the character of the forfeiture was thus explained in that case (*idem* at p. 523) :—

" A forfeiture of goods by operation of law would, of course, be of purely academic interest until the owner is in fact deprived of his property by some official intervention. Section 123 (now S. 125) of the Ordinance provides the machinery for this purpose. It empowers any officer of the Customs to seize any goods which are "declared to be forfeited" by the Ordinance. When that is done, the goods "shall be deemed and taken to be condemned" and may be dealt with in the manner directed by law unless the person from whom they have been seized or their owner "shall, within one month from the date of seizure..... give notice in writing to the Collector..... that he intends to enter a claim to the..... goods..... and shall further give security to prosecute such claim before the Court having jurisdiction

to entertain the same.” (Section 146 now S. 154). If notice is given and security tendered within the prescribed time, the Collector is required to deliver up the goods to the claimant who is given a further thirty days within which to prosecute his claim in the appropriate Court. Unless notice and security are so given, and the action filed within the prescribed period, the owner no longer retains a right to claim property in the goods and is also precluded from challenging the validity of the seizure and alleged forfeiture in judicial proceedings. In that event he may only hope for but he may not demand as of right from the appropriate authority a merciful mitigation of the full rigours of the forfeiture. (Sections 155, 156 and 157 — now Sections 163, 164 and 165).¹⁰

We agree entirely with this explanation. It follows that when goods are declared by the Ordinance to be forfeited, and are seized as provided in S. 125, the property in the goods will be lost to their owner unless the validity of the seizure is challenged by an action instituted in a competent Court within a strictly limited period.

Counsel did not attempt to argue before us that seizures under S. 125 need be preceded by any quasi-judicial proceedings; and the explanation which we have just cited confirms our own opinion that no such proceeding need be held, for instance, when Customs Officers seize goods because of an opinion that they are forfeit under S. 43 or S. 44 or any other of the Sections we have mentioned. In other words, such a seizure is purely an executive act, which will render effective in practice the statutory forfeiture of goods, unless of course an action is brought by their owner as provided in S. 154.²⁰

It readily appears that the restrictions contemplated in SS. 44 and 130 are identical or substantially similar. The breach of such an export restriction entails (if the goods are within reach) a physical forfeiture of the goods under S. 44, and entails also a monetary forfeiture under S. 130 against persons concerned in the exportation. There is a corresponding relationship between SS. 43 and 129 in the case of imports. The physical seizure of goods under S. 125, which conclusively deprives their owner of his property unless he is vigilant to prosecute his claim to them by action in the Court, creates a real and present peril. Far slighter is the peril, if any, created by the mere election and demand of the monetary forfeiture incurred under S. 130, which may or may not be sued for by the Attorney-General and will be recoverable only if a Court determines that it was indeed incurred. If then a quasi-judicial proceeding need not precede so grave an action as a seizure of goods, far less is there the need of such a proceeding before an election is made under S. 130.³⁰

In the case of *Omer v. Caspersz*, Customs Officers had taken three different actions, because of an opinion that certain goods had been imported contrary to restrictions :—⁴⁰

- (1) The goods were seized in March 1962 and the importer was later informed that the goods were forfeited. This action was referable to S. 43 read with Section 125.

- (2) In October 1962 the Principal Collector informed the importer that an additional forfeiture of Rs. 149,850/- (treble the value of the goods) had been "imposed" on him under S. 129, and he was called upon to pay this sum. ^{No. 7} Judgment of the Supreme Court -- ³⁰⁻³⁻⁶⁹ Continued.
- (3) In November 1962 the Principal Collector informed the importer that under S. 144 steps were to be taken to stop all his imports or exports until the additional forfeiture was paid.

The application made by the importer to this Court was for a Writ of Mandamus to compel the Collector to pass entries for subsequent imports ¹⁰ by the importer, and this Writ was issued by the Court.

The Crown at the present hearing has not questioned the correctness of the issue of the Writ of Mandamus in that case, although Crown Counsel has argued that the Writ should have been issued on a ground different from that set out in the judgment. He conceded that S. 144 applies only if and after a forfeiture is adjudged due by a Court in an action under S. 145.

In addition however, the learned Judge in that case either did, or thought that he could, issue a Writ of Certiorari to quash the order of November 1962, in so far as it related to the additional forfeiture referred to at (2) above; and the ground for the issue of the Writ or the opinion that it could ²⁰ issue, was that the Collector had a duty to act quasi-judicially before "imposing a forfeiture."

The circumstances of that case reveal the inconsistency which can arise from the opinion which the learned Judge in that case obviously held.

The seizure and forfeiture of the goods alleged to have been unlawfully imported in March 1962 was referable to S. 43, under which unlawfully imported goods are automatically forfeited. In fact the importer had actually resorted to the remedy against a seizure afforded by S. 154, for he had instituted an action in the District Court to challenge the validity of the seizure. The Crown had in the same action made a claim in reconven- ³⁰ tion for the forfeiture of Rs. 149,850/-.

As we have already pointed out above, the physical forfeiture and the monetary forfeiture both automatically applied on the assumption that the importation in March 1962 had been unlawful. In the action filed by the importer, the District Judge would have had to decide whether in fact the importation was unlawful; and if he so decided, then the consequences would be that both the physical forfeiture and the monetary forfeiture were legally effective; but the quashing by this Court of the monetary forfeiture had the effect of nullifying the physical forfeiture, and of thus preventing the District Court from upholding the counter claim by the Crown which ⁴⁰ in law should have been perfectly valid.

It seems to us that the circumstances of the case of *Omer v. Caspersz* illustrate the error of admitting a distinction between S. 43 and S. 129, based on an opinion that a quasi-judicial proceeding is required in the latter case although such a proceeding is not required in the former.

The present Bench is not bound by the two decisions, each of a single Judge, to which we have just referred. The decision in *Tennekoon's case* appears to have been reached without consideration of the Legislative Scheme in the Customs Ordinance providing for the incidence and recovery of forfeitures, and without the advantage of applying, to the circumstances and effect of the Collector's election, tests of the nature which were subsequently laid down by the Privy Council in *Durayappah's case*. In view of the conclusion which we now reach, the decision in *Tennekoon's case* must be over-ruled; so also the decision in *Omer v. Caspersz*, in so far as it is inconsistent with the present judgment. 10

For the reasons now stated we uphold the objection to the issue of the Writ which was taken by the youthful Counsel who led for the Crown, and we express our appreciation of the assistance which we have derived from his able and lucid arguments. We hold that the Writ of Certiorari does not lie to quash an election made by the Collector under S. 130 of the Ordinance, and we must accordingly dismiss this application.

At the conclusion of the arguments pertaining to the question which we have just decided, Mr. Gratiaen, referring to certain observations made by the Privy Council in the case of *Kariapper v. Wijesinghe* (70 N.L.R. p. 49), invited us to express our views on the merits of the Petitioner's application, ²⁰ even if we were to decide that the Writ would not lie in this case. Counsel appearing for the Petitioners in the other applications endorsed this invitation. Learned Crown Counsel did the same; but we must note that at a later stage of the hearing he did express the fear that the position of the Crown might be prejudiced if, while dismissing this application on the ground upon which we have now decided to do so, we were to express *obiter* any opinion on the merits of the Petitioner's case. His fear was that if the proceedings in the present applications are not at this stage taken before the Privy Council by way of an appeal against our judgment, a District Judge may in any further action taken by the Attorney-General under S. 145 of ³⁰ the Ordinance, quite naturally be influenced by any opinion we express adverse to the Crown's case. Even a Bench of this Court hearing an appeal in such an action may, Crown Counsel thought, at the least be embarrassed by opinions expressed by the present Bench. We shall bear in mind the considerations which Crown Counsel has urged, especially as opinions which we may now express may also place at a disadvantage the petitioners in these four applications. At the same time we must record Mr. Gratiaen's statement from the Bar that the legal advisers of the Petitioners in these applications would be anxious to recommend that an appeal be taken from a decision of this Bench holding that Certiorari does not lie in this case. We ⁴⁰ invited Counsel who led for the Petitioner in Application No. 535 of 1968 to make such statements from the Bar as he might wish in relation to this matter, and we understood that his silence meant acquiescence in the statement made by Mr. Gratiaen.

On the assumption that the Writ will lie in an appropriate case to quash the election of the Collector of Customs under S. 130 of the Ordinance, Mr. Gratiaen argued that even if the Petitioner had been "concerned in the exportation" of shipments of desiccated coconut to New York, instead of to Halifax, such exportation was not within the restrictions contemplated

in S. 130 read with Schedule B to the Customs Ordinance, and that accordingly there did not exist the jurisdictional facts upon which the Collector could lawfully elect the forfeiture of treble the value of the consignments. This argument calls for consideration of the history of the control of the export of desiccated coconut, which would in Mr. Gratiaen's submission establish that there have been only ineffective attempts to regulate and control such exports.

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It is perfectly correct that until 4th June 1962 Parliament had not directly imposed any control of such exportation. In April 1961 a set of regulations, which we will refer to as the "1961 Regulations", were published in the Gazette after approval by the Senate and the House of Representatives. These regulations purported to be made under the powers conferred by S. 30 of the Coconut Products Ordinance (Cap. 160). The scheme of control embodied in these regulations can be briefly summarised thus :—

- (a) persons engaged in the manufacture or export of desiccated coconut were required to register themselves with the Manager of the Ceylon Coconut Board as "manufacturers" or "shippers", as the case may be.
- 20 (b) the right to registration was made dependent upon the availability to an applicant of a factory at which the process of manufacture is in accordance with certain specified requirements, where registration as a manufacturer is sought, or the availability of a place of business suitable for the storage and shipment of desiccated coconut, in the case of a person seeking registration as a shipper ;
- (c) a registered shipper would be entitled free of charge to an export permit, but such a shipper was prohibited from exporting any desiccated coconut not manufactured by a registered manufacturer;
- 30 (d) certain standards of quality as to the manufacture of desiccated coconut were prescribed and comprehensive requirements were enforced as to the factories and processing by which desiccated coconut may be manufactured.

Counsel for the Crown did not argue that the 1961 Regulations were *intra vires* the powers conferred by S. 30 of the Coconut Products Ordinance. Although desiccated coconut is a "coconut product" as defined in S. 31, it is fairly clear that S. 30 did not enable the Minister to make Regulations for the control of the *export* of desiccated coconut. In the case of copra and coconut oil, which also are "coconut products", SS. 18 and 20 respectively did enable the Executive to introduce a scheme of control for exportation
40 whether by licence or by permit ; but there was no corresponding provision for the case of desiccated coconut. This apparent deficiency in the Ordinance was provided for in the Amending Act, No. 20 of 1962, which inserted in the principal Ordinance the following new section :—

“ 20. A. On and after such date as may be fixed in that behalf by the Minister by notification published in the Gazette, no person shall export any desiccated coconut from Ceylon except under the authority of a desiccated coconut general export licence or desiccated coconut special export licence issued by the Board. ”

At the same time a new section 20B was also so inserted which authorised Regulations to be made for

- “ (a) the regulation, inspection, supervision, and control of the manufacture, packing, transport, storing *and export* of desiccated coconut ; ¹⁰
- (b) prescribing standards of quality to which all desiccated coconut manufactured shall conform ;
- (c) ensuring that desiccated coconut exported from Ceylon is free from impurities or foreign matter, and is of good quality ;
- (e) the issue, renewal, suspension and cancellation of desiccated coconut general export licences and desiccated coconut special export licences, and the terms and conditions subject to which such general or special licences shall be issued, and the manner of disposal of desiccated coconut in respect of which such licences ²⁰ are refused. ”

In addition, power was taken for regulations to be made in regard to numerous matters affecting the manufacture of desiccated coconut, and the registration of manufacturers and shippers. Sub-section (2) of the new section 20 B further provided as follows :-

“ (2) Section 20 B, inserted in the principal enactment by sub-section (1) of this section, shall be deemed to have come into force on the date of commencement of the principal enactment and accordingly, the Desiccated Coconut (Manufacture and Export) Regulations 1961, published in Gazette No. 12,400 of May 5, 1961, shall be deemed to have ³⁰ been duly made under the said Section 20B, and to have been valid and effectual for all the purposes for which they were made. ”

As matters have turned out, it appears that Parliament's intention to control the export of desiccated coconut by means of a licensing system, has to this day not being directly implemented. The simple mode of implementation contemplated in the new Section 20 A was that the Minister should fix a date as envisaged in that section, having previously obtained the approval of Parliament for regulations made under the new S. 20 B, embodying details of the procedure for the issue, renewal, suspension and cancellation of licences to exporters of desiccated coconut. Instead of taking the obvious ⁴⁰ course of rendering the new Section 20 A effective by fixing a date, the Minister in April 1963 was content only to obtain the approval of Parliament for a

set of Regulations which amended the 1961 Regulations. The principal amendment for present purposes was the introduction of a new Regulation 7, which includes the following provisions :—

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- “ 7. (1) No desiccated coconut shall be exported from the Island except on a general export licence issued in that behalf by the Manager on a payment of a fee at the rate of 15 cents per hundred weight or part thereof.
- (2) Every application for a Desiccated Coconut General Export Licence shall be substantially in such Form as may be approved for the purpose by the Board, and shall be accompanied by a declaration that the statements contained therein are true and accurate.
- (3) If the Manager is satisfied that the particulars given in the application are correct and if the bacteriological reports relating to the production of the mill on or about the date or dates of manufacture have consistently been satisfactory up to the date of application in that they do not indicate contamination with pathogenic organisms or other organisms to a harmful extent, the Manager shall issue a Desiccated Coconut General Export Licence to the applicant.”

It is unhelpful to speculate about the reason why the Minister did not in 1963 think fit to fix a date as envisaged in new Section 20 A ; but his failure so to do has given rise to doubts and difficulties which might well have been avoided. The petitioner relies on that failure for the submission that there is not in force any lawful provision which restricts the exportation of desiccated coconut. The submission in brief has been that the only lawful provision which can require an export licence as a condition precedent to the export of desiccated coconut is section 20 A, but that this requirement in S. 20 A is not effective in the absence of the notification referred to therein.

³⁰ The new regulation 7 purports to impose such a requirement, but it is submitted that the regulation is *ultra vires*.

The answer of Crown Counsel has been that the power given by paragraph (a) of S. 20 B, to make regulations for the regulation supervision and control of the export of desiccated coconut, when read with S. 17 (1) (d) of the Interpretation Ordinance, includes the power to provide for an export licensing system. What is involved in the answer of Crown Counsel is that paragraph (a) of S. 20 B conferred on the Minister, independently of S. 20 A and as an alternative to enforcing its provisions, power to make regulations for an export licensing system.

⁴⁰ We agree of course that had paragraph (a) of S. 20 B been the only provision of the Ordinance relevant to this question, the general provision in S. 17 of the Interpretation Ordinance would have the effect of conferring the independent and general power contended for by Crown Counsel. But S. 17 of the Interpretation Ordinance applies in the case of an enactment unless the contrary intention appears ; and we must therefore consider

whether a contrary intention does appear. The Legislature undoubtedly intended that from a date to be fixed by the Minister, the requirement of export licences which Parliament had in prospect would become operative. The powers to make regulations which will make that requirement workable and effective and which will be ancillary to that requirement were expressly conferred by Parliament in paragraph (b), (c) and (e) of S. 20 B; and the descriptions “general export licence” and “special export licence” which are used in S. 20 A recur in paragraph (e) of S. 20 B. Moreover, the Legislature specified the Board as the authority competent to grant the licences, and we are unable to agree that the apparent general power which paragraph (a) of S. 20 B confers would enable the Minister to commit the function of granting licences to some other authority chosen by the Minister. We note also that, if Crown Counsel’s argument be correct, S. 20 A and paragraph (e) of S. 20 B become mere surplusage if the Minister elects to exercise his alleged alternative powers. Our conclusion is therefore that Parliament did not intend to confer such alternative powers. (An explanation for the subject of “export” being mentioned in paragraph (a) of S. 20 B can be found in sub-section (2) of S. 20 B. That sub-section validated the 1961 Regulations, which *inter alia* did control export; and since “cover” was being given to those Regulations under the powers in S. 20 B (2), it was perhaps thought expedient that those powers should (in paragraph (a) include the regulation..... of export).

The conclusion we have stated above is not however decisive in favour of the petitioner. We have to take note of the fact that the Regulations which the Minister did make in 1963, and which introduced the new Regulation 7, had the approval of both Houses of Parliament. In so far therefore as the Amending Regulations purport to require a General Export Licence as a condition for the exportation of desiccated coconut, we cannot shut our eyes to the fact of Parliament’s approval of this Regulation, and we are compelled to the conclusion that Parliament did thus approve what was in substance a proposal of the Minister to bring into effect the intention of Parliament evidenced in S. 20 A that desiccated coconut may only be exported under the authority of a licence. We hold in other words that Parliament’s approval of the Regulations relieved the Minister of the duty to fix a date under S. 20 A, and that the coming into force of the Regulations as so approved was tantamount to the requisite fixation of the date by the Minister.

The doubt to which we have so far dealt is not however the only doubt which has arisen because of the Minister’s failure to act in the manner precisely contemplated by Parliament. We have thus far held that the approval and publication of the Amending Regulations of 1963 was tantamount to the fixation of the date from which S. 20 A was effective. But S. 20 A contemplated Export licences to be issued by the Ceylon Coconut Board, whereas Regulation 7 of the Amending Regulations provides for licences to be issued by the Manager of the Board. Here again, we are quite unable to understand why the Minister and the Draftsman of the Regulations apparently failed to read S. 20 A and to frame the Regulations so as to accord with that section. Nevertheless we think that the defect in Regulation 7, that it committed to the Manager, and not to the Board, the function of issuing export licences is not so fundamental as to render the Regulation *ultra vires*.

The Manager is a subordinate officer appointed by the Coconut Board, and no doubt acts under the Board's supervision. Moreover, under paragraph (8) of Regulation 7 the refusal by the Manager to grant an export licence is subject to an appeal to the Board, which may then allow the licence. The Regulation thus complies in substance with the intention of S. 20 A that licences be issued by the Board.

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We pass now to material relevant for the consideration of Mr. Gratiaen's second submission upon the question whether the exportation in this case was contrary to a valid legal restriction contemplated in Schedule B to the ¹⁰ Customs Ordinance. Regulation 7 (2) of the 1961 Regulations as amended in 1963 provides that an application for an export licence shall be in a form approved by the Board, and it has been assumed on all sides that the form upon which the Petitioner made this application for a licence was one so approved by the Board. This form required the petitioner's company to specify the port of discharge and the final destination of the consignments in respect of which the Company sought export licences and the company specified respectively "Halifax" and "Canada." Similarly, the form of the licences issued to the Company specified "Halifax" as the port of discharge.

²⁰ From certain averments in an affidavit of the 1st respondent and from the contents of copies of certain notices which have been produced, it would appear that the Coconut Board had decided and notified to shippers that shipments of desiccated coconut *to the United States* would be authorised by licence only if officers of the Board had first exercised certain special precautions in the matter of the supervision of the manufacture and the inspection and testing of desiccated coconut intended for export to the United States. In order that these special precautions may be taken, it was important that the Manager should have notice in advance of a shipper's intention to export desiccated coconut to the United States. Two circulars ³⁰ to shippers, dated 29th November 1963 and 21st July 1966, accordingly requested shippers to notify the Board immediately upon their entering into contracts with American buyers, and to furnish particulars of the mill from which desiccated coconut would be purchased for shipment under such contracts. In the instant case, the Company did not furnish any such notification or particulars to the Board, although the petitioner does not deny that his Company had received the two notices to which we have referred. The position for the Crown has been that the petitioner was aware that the exportation of these three consignments to New York would not have ⁴⁰ been authorised by export licence if the Company's applications of March 1968 had specified the United States, and not Canada, as the final destination of the shipments.

One point in Mr. Gratiaen's second submission is that the licences issued to the Company, while specifying Halifax as the port of destination, did not in terms state, either that they authorised exportation only to that port or that the shipments must not be exported to any port in the United States. We should add that there is nothing in the Regulations which might indicate to a shipper that the specification of a destination, whether in a shipper's application or in the Manager's licence, is restrictive in the sense that exportation to any other destination would constitute a breach of a fundamental

condition of the licence. We were referred in this connection to paragraph (o) of S. 30 (2) of the Ordinance which gave power to maintain statistics relating to the coconut industry ; the specification of the destination of shipments, it was contended, may have been required merely for statistical purposes, and not for the purpose of controlling the destination of exports. It was further urged that the specification of a destination in an export licence is no more restrictive than is the specification of the name of the vessel in which a shipment is to be made ; learned Crown Counsel did not argue that the specification of the vessel was intended to be restrictive.

We understand that the Board's decision to exercise special precautions¹⁰ and control in relation to the export of desiccated coconut to the United States was one of much importance for the maintenance of the reputation in that Country of Ceylon's product and for the promotion of our exports to that country. It is surprising therefore that neither the Regulations nor the Forms employed were altered in order to give clear effect to that decision, and to avoid the possibility of objections that export to the United States was not in contravention of the Board's licences. Nevertheless but with some hesitation we think that in all the circumstances these objections must be over-ruled. The Company was aware of the contents of the Board's circulars and of the intention to prevent exports to the United²⁰ States of desiccated coconut, in respect of which the special precautions therein mentioned had not been taken. The Company was thus aware that, had the United States been specified in its applications as the final destination, the licences either would not have been granted or else would have been granted only after a special investigation as to the source and quality of the proposed shipments. In these circumstances, when the Company specified Canada as the Final destination, it represented to the Board that the shipments were not destined for the United States ; and the Company was further aware that the Board's licence was not intended to authorise exportation to a destination in the United States.³⁰ The Company cannot rely on the lack of clarity in the four licences in order to disclaim knowledge of the fact that the licences did not authorise exportation to the United States. We hold therefore that the exportation to that country was in contravention of the terms of the licence. We should add that we were not invited to consider whether or not the petitioner himself had knowledge of the matters of which we hold the Company to have been aware.

For the reasons we have stated, we must now assume that the licences issued in this case did purport to restrict or prohibit exportation of the three consignments to the United States. This means in effect that we have to⁴⁰ read the entry in the licences of the destination as being "Halifax, and not any destination in the United States." The further question which now arises is whether the Manager had power in law to make such an entry, or in any other manner to prevent the exportation of these shipments to the United States. The question, framed somewhat differently, is : if the Company had in its three applications specified the United States as the final destination, did the Manager have power to refuse the licences solely on the ground that there had not been compliance with the requirements set out in the Board's circulars?

Upon this question, it was submitted for the crown that Parliament's intention in enacting provisions for a scheme of licensing must be construed in the light of present-day economic conditions and of the need to regulate trading with any country in particular products by reference to the special requirements of the country of importation. For example, it was suggested, the authorisation of exports from Ceylon to particular countries only may be desirable in order to redress an adverse balance of our trade with those countries, or because the exports might fetch higher prices in those countries than in others; again, as is the case with rubber produced in Ceylon much of which is the subject of a "barter" agreement, it may be desirable to "channel" Ceylon exports to those countries which supply some of our essential requirements. As to the particular restriction in the present case, we have no doubt that the Coconut Board decided to take special precautions before authorising exports of desiccated coconut to the United States, for the very good reason that the Health authorities of that country insist on high standards of quality and purity.

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Crown Counsel argued that the provisions of S. 20A and of S. 20B (in particular paragraphs) (a) and (e) are wide enough to authorise the Board or its Manager to impose what was described as a system of "destination control." He submitted that the word "export" carries with it the connotation of "sending out to another country"; this submission is undoubtedly correct, being borne out by the fact that some sections of the Customs Ordinance distinguish between "exporting" and "taking out" of goods. Relying on the considerations mentioned in the preceding paragraph of this judgment, Crown Counsel further submitted that S. 20A of the Ordinance, and/or paragraph (a) of S. 20B contemplate that it is not only exportation from Ceylon generally, but also exportation to any particular country, which may be regulated by a licensing scheme.

It was urged that the purpose of the Board, in deciding that special precautions must be taken in the case of desiccated coconut intended for shipment to the United States, was not to impose a higher standard of quality or purity in such a case, but only to make investigations and inspections which should eliminate as completely as possible the risk that such shipments do not attain the prescribed standards. In this view if the special precautions thus taken reveal deficiencies in standard of quality, then the Board would refuse a licence for exportation, not only to the United States, but to any country whatsoever. But this view of the matter is not readily reconcilable with a relevant paragraph in the Board's Circular of 21st July 1966 :—

" The Board's inspectors will then pay special attention to the manufacture of the material destined for America, and will carry out bag by bag sampling. If the material is likely to satisfy American requirements, licences for shipment to America will be issued. Licences will not be granted in respect of material that does not reach the required standard. "

The only explicit provisions in the regulations which refer to the issue of export licences are found in regulation 7. Paragraph (3) of that regulation refers to certain "bacteriological reports relating to the production of

the mill. ” Having regard to the form provided by the Board for the making of applications for export licences, this reference is to the mill at which is manufactured the desiccated coconut which an applicant intends to export. If the reports relating to the production at that mill have consistently been satisfactory, paragraph (3) requires that the Manager “ shall issue ” the export licence. This paragraph by implication empowers the Manager to refuse a licence if the relevant bacteriological reports are not satisfactory. Thereafter paragraph (9) also empowers the Manager to refuse a licence if the packages intended for export do not bear labels issued by him. It is not the position of the Crown that the company’s application could have been refused on either of these grounds, or that the Manager was deceived into issuing the licences to the Company despite the existence of one or other of these grounds for refusal. ¹⁰

Regulation 11 prescribes standards of quality for the manufacture of desiccated coconut, and regulations 14, 17 and 19 contain elaborate provisions regarding the packing of desiccated coconut for export, the conditions with which a shipper’s store and packing room must conform, and the inspection of such store and packing rooms by the Board’s officers. Despite the absence of any link between Regulation 7 and these other regulations, it may have been open to the Crown to argue that these other regulations qualify ²⁰ the apparently peremptory provision in regulation 7 (3), which entitles an applicant to an export licence if the condition specified in that regulation is satisfied. But such an argument was not presented by the Crown in this case, because there is no averment that there was any breach of any of these regulations.

Our consideration of the relevant regulations shows that there is no provision in the regulations, which requires a shipper to give notice to the Board at the stage when he enters into a contract with any foreign buyer or with a buyer in any particular foreign country, or which empowers the Manager to refuse a licence for export to any particular country on the ground ³⁰ that special precautions could not be taken to supervise the manufacture of the product intended to be exported.

It thus appears that the Manager’s alleged power to control the destination of a shipment of desiccated coconut exists, if at all, only by implication : namely that any statutory requirement of a licence to export goods implies that the authority issuing the licence has power to impose a restriction as to the countries to which they may be exported. In considering whether such a power may be implied, we have to bear in mind the following observations of Lord Halsbury L. C. in *Rossi v. Edinburgh Corporation* (1905, A.C. 21 at ⁴⁰ p. 26) :—

“ What is sought to be done, whether by by-laws, or indirectly by the language of the licence that is issued, is something that can only be done by the Legislature. It is a restraint of a common right which all His Majesty’s subjects have — the right to open their shops and to sell what they please subject to legislative restriction — and, if there is no legislative restriction which is appropriate to the particular

thing in dispute, it seems to me it would be a very serious inroad upon the liberty of the subject if it could be supposed that a mere single restriction which the Legislature has imposed could be enlarged and applied to things and circumstances other than that which the Legislature has contemplated."

No. 7
Judgment of the
Supreme Court—
30-3-69
—Continued.

We have unfortunately not been able to reach unanimity upon the question whether or not the Manager does have the implied or inherent power which learned Crown Counsel claimed that he has. That being so, we do not consider it appropriate, in the circumstances of this case, to express
10 by way of an *obiter* the opinion of the majority of us on this question. We shall only set out therefore the substance of the opposing arguments.

The position of the Crown was that it is implicit in any system of licensing of exports that goods are not to be sent out of the country to any other country except upon the authority of a licence authorising the sending of the goods to that other country. The fact that export licences are and may be issued which are silent as to destination, in this view really creates no difficulty. A licence may expressly or impliedly grant wide authority to export to any part of the world, and where a licence is silent as to destination, it impliedly gives authority to do so. In the ordinary case, a licence would
20 give authority for the export to a particular country or place. In such a case, the authority to export to that particular country or place is both and substance of the licence and is not a condition or restriction attached to it.

If the Coconut Board had reason to think that it was in the interest of the industry that more stringent steps than were ordinarily taken should be taken to ensure that desiccated coconut to be exported to American ports was free of contamination and conformed to the standards laid down by the regulations, there was no reason why it should not issue export licences for such export only after such steps were taken. The regulations provide for sampling, for inspection of the factory and the shipper's place of work
30 where the packing is done. It was submitted that one of the purposes which was served by the special precautions taken by the Board was to ensure that shipments to American ports do not fail to attain to the prescribed standards of quality and purity, and that this was a legitimate purpose.

Crown Counsel further urged that, even if the Board had no power to require for exports to American ports standards higher than those generally prescribed, the petitioner's Company nevertheless took an improper course in failing to disclose its intention to export these shipments to the United States. If the company had been refused a licence on the ground that the shipments did not conform to such a higher standard, it could have insisted
40 on its rights and, if necessary, sought its legal remedy against a wrongful refusal to issue the licence. It was, however, not open to the company to resort to the device of applying for an export licence to send desiccated coconut to Halifax and thereafter to send that desiccated coconut to New York, for an export licence to send goods to Halifax, gives no authority to send them to any other place.

The arguments for the petitioner on this question directed attention to the context of the Ordinance, particularly paragraphs (b) and (c) of S.20 B, and of the regulations themselves.

In the case of ^{the} export of desiccated coconut, both the Ordinance and the Regulations enter into comprehensive details indicative of the nature and extent of the contemplated scheme of export licensing : standards and methods of manufacture, quality and purity, sampling, storage, packing, and labelling of the product to be exported — all these matters are the subject of express regulation. It was contended that if a particular intended shipment of the product satisfied all these detailed express requirements, ¹⁰ it would be unreasonable to suppose that the Legislature or the Minister had in contemplation a further unspecified restriction on export, namely that the Manager may refuse to authorise export to a particular country if he is of opinion that the shipment “ does not satisfy the requirements ” of that country. Had such an additional restraint been in contemplation, one would expect even a passing or indirect reference to it in the regulations. Instead, and on the contrary, regulation 7 (3) provides that the Manager shall issue the licence if the condition stated in that regulation is satisfied.

Mr. Gratiaen further submitted that if the regulations could properly have introduced “ destination control ”, the power to do so is referable to ²⁰ paragraph (c) of S. 20 B, which enables regulations to be made for “ the issue ” of export licences and for “ the terms and conditions subject to which ” licences shall be issued. A specification “ Halifax, and not the United States ”, or a restriction “ any destination other than the United States ”, would be in his submission a condition of a licence, and the insertion of such a condition would be lawful only if it is clearly authorised by the regulations. In the absence of such an empowering regulation, the proper conclusion he argued, is that the Manager had no authority to impose such a condition.

Learned Crown Counsel also relied on something in the nature of an “ estoppel ”. He contended that since the Company accepted and had the ³⁰ benefit of an export licence, the validity of a restriction or condition contained or implied therein cannot now be challenged. We adopt with respect the answer given by Sankey J. (as he then was) to a similar contention which was made in the case of *Ellis v. Dubowski* (1921, 3 K.B. 621, at p. 627).

We need refer only to one further point raised on behalf of the petitioner. It was contended that the only “ offence ” referred to in the notice of 17th September 1968 was that of making a false statement in the “ intend to ship ” applications, and that the notice did not inform the petitioner of the much more serious charge that there had been exportation contrary to a restriction referred to in S. 130 of the Customs Ordinance. We are satisfied, ⁴⁰ however, that there is no substance in this contention. The notice refers to a *contravention of S. 130 of the Customs Ordinance*, read with the Coconut Products Ordinance ; it uses the language of S. ~~105~~ ¹³⁰ “ persons concerned in

the exportation ” ; it states that the Desiccated Coconut were shipped to the port of New York, instead of the port of Halifax ; and it refers to a forfeiture of three times the value *in terms of S. 130*. Moreover, the arguments of Counsel who appeared for the petitioner at the inquiry held by the Collector show clearly Counsel’s knowledge that the charge was one of exportation to an unauthorised destination. No grounds were made out, in our opinion, for an objection that the petitioner did not have notice of the “ charge ” against him, or that in any other respect the Collector failed to observe the principles of natural justice.

No. 7
Judgment of the
Supreme Court—
30-3-69
—Continued.

¹⁰ These applications to this Court were probably made in reliance upon the two earlier cases which we have held to have been wrongly decided. While the application is dismissed, we make no order as to costs.

(Sgd.) H. N. G. FERNANDO,

Chief Justice.

SAMERAWICKREMA, J.

I agree.

(Sgd.) G. T. SAMERAWICKREMA,

Puisne Justice.

WEERAMANTRY, J.

²⁰ I agree.

(Sgd.) C. G. WEERAMANTRY,

Puisne Justice.

No. 8

No. 8
Decree of the
Supreme Court
30-3-69.

Decree of the Supreme Court

IN THE SUPREME COURT OF THE ISLAND OF CEYLON

IN THE MATTER OF AN APPLICATION FOR A MANDATE
IN THE NATURE OF A WRIT OF CERTIORARI UNDER
SECTION 42 OF THE COURTS ORDINANCE (CAP. 6).

³⁰ D. L. JAYAWARDANE, Director, Vavasasseur Trading
Co. Ltd., of 51/53, Queen Street, Colombo and residing at
“ The Anchor,” Kandana.

Petitioner.

No. 8
Decree of the
Supreme Court
30-3-69.
—Continued.

S.C. Application
No. 532 of 1968.

Vs.

1. V. P. SILVA, Assistant Collector of Customs, H. M. Customs, Colombo.
2. V. P. VITTACHI, Principal Collector of Customs, H. M. Customs, Colombo.
3. G. CUMARANATUNGE, Acting Principal Collector of Customs, H. M. Customs, Colombo.

Respondents.

This application in which the petitioner abovenamed prays the Court ¹⁰ *inter alia* to call for, inspect, and examine the record of the proceedings in the Inquiry held by the first respondent abovenamed and to grant and issue a mandate in the nature of a Writ of Certiorari quashing his order and/or decision contained in the letter EXP. 470 of 30th September, 1968 including the order of forfeiture of Rs. 5,010,504/- and also to direct the 1st, 2nd and 3rd respondents abovenamed to refrain from taking further steps in connection with that order and/ or decision of the first respondent till the final determination of this application, having come up for final disposal before the Honourable Hugh Norman Gregory Fernando, Chief Justice, and the Honourable George Terrence Samerawickrema, Q.C. and ²⁰ the Honourable Christopher Gregory Weeramantry, Puisne Justices of this Court, on the 17th, 18th, 19th, 21st, 22nd, 28th February 1969, and on 1st, 4th and 5th March 1969, in the presence of E. F. N. Gratiaen Esquire, Q.C. appearing with Walter Jayawardene, Esquire, Q.C. and Messrs. N. E. Weerasooria (Junior) and R. D. C. de Silva, Advocates for the petitioner, and H. L. de Silva Esquire, appearing with Messrs. Ananda de Silva, Siva Pasupathi, and G. P. S. Silva, Crown Counsel for the respondents :

It is considered and adjudged for the reasons set out in the judgment delivered by this Court on the 30th March 1969, that this application be ³⁰ and the same is hereby dismissed.

Witness the Honourable Gardiye Punchihewage Amaraseela Silva, Senior Puisne Justice, at Colombo this 23rd day of April in the year One thousand Nine Hundred and Sixty Nine and of Our Reign the Eighteenth.

(Sgd.) LAURIE WICKRAMASINHA,

Deputy Registrar of the Supreme Court.

Application for Conditional Leave to Appeal to the Privy Council
IN THE SUPREME COURT OF THE ISLAND OF CEYLON

No. 9
Application for
Conditional
Leave to Appeal
to the Privy
Council—
18-4-69.

IN THE MATTER OF AN APPLICATION FOR A MANDATE
IN THE NATURE OF A WRIT OF CERTIORARI UNDER SECTION
42 OF THE COURTS ORDINANCE (CAP. 6).

DON LEONARD JAYAWARDANE of "The Anchor,"
Kandana.

Petitioner.

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Vs.

S.C. Adplication No. 532/68. 1. V. P. SILVA, Assistant Collector of Customs, H. M. Customs, Colombo.

S.C. Application No. 223/69 2. V. P. VITTACHI, Principal Collector of Customs, H. M. Customs, Colombo.

(Conditional Leave) 3. G. CUMARANATUNGE, Acting Principal Collector of Customs, H. M. Customs, Colombo.

20

Respondents.

AND

IN THE MATTER OF AN APPLICATION FOR CONDITIONAL
LEAVE TO APPEAL TO HER MAJESTY THE QUEEN-IN-
COUNCIL UNDER THE PROVISIONS OF THE PRIVY COUNCIL
(APPEALS) ORDINANCE IN S. C. APPLICATION NO. 532/68.

DON LEONARD JAYAWARDANE of "The Anchor,"
Kandana.

Petitioner - Petitioner.
(Applicant for Conditional Leave)

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Vs.

1. V. P. SILVA, Assistant Collector of Customs, H. M. Customs, Colombo.

2. V. P. VITTACHI, Principal Collector of Customs, H. M. Customs, Colombo.

3. G. CUMARANATUNGE, Acting Principal Collector of Customs, H. M. Customs, Colombo.

Respondents - Respondents,

No. 9
Application for
Conditional
Leave to Appeal
to the Privy
Council—
18-4-69.
—Continued.

To :

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

On this 18th day of April, 1969.

The Petition of Don Leonard Jayawardane, the Petitioner-Petitioner (Applicant for Conditional Leave) abovenamed appearing by JAMES ARELUPAR NAIDOO, ALEXANDER RICHARD NEVILLE DE FONSEKA, LENA CHARLOTTE FERNANDO, REGINALD FREDERICK MIRANDO, FRANCIS LUKE THEODORE MARTYN, PERCY SELVADURAI THAMBYAH and DAVID ERNEST MARTENSZ, Proctors of the Honourable the Supreme Court of the Island of Ceylon, carrying on business in partnership under the name and style of ¹⁰ JULIUS & CREASY and their assistants REX HERBERT SEBASTIAN PHILLIPS, BERTRAM MANSON AMARASEKERA, GERALD EBENEZER ABEYNAIKE, JUSTIN MERVYN CANAGARETNA, NADARASA RATHINASAPATHY, RAJARATNAM SENATHI RAJAH, SARAVANAMUTTU KUGAPERUMAL, HERMON ANNELEY FERNANDO, PRASANNA STANISLAUS GOONEWARDENE, NIHAL HUBERT GUNARATNA, SRIYANTHA GILBERT SENARATNA and JAYANTA MOOTATAMBY SWAMINATHAN his Proctors, states as follows :—

1. That feeling aggrieved by the Order and/or Decision and/or Decree of Your Lordships' Honourable Court pronounced on the 30th day of March 1969 the Petitioner-Petitioner in the above application No. 532/68 is ²⁰ desirous of appealing therefrom to Her Majesty the Queen-in-Council.

2. That the said Order or Decision or Decree is a Final Order of Your Lordships' Court and the matter in dispute on the appeal is in excess of the value of Rupees Five Thousand (Rs. 5,000/-) and/or involves directly or indirectly some claim or question to or respecting property or some Civil right of the value of over Rupees Five Thousand (Rs. 5,000/-). Further, the Petitioner-Petitioner states that the questions involved in the appeal are questions which by reason of their great, general or public importance or otherwise ought to be submitted to Her Majesty the Queen-in-Council for decision. ³⁰

3. That notice of the intended application for Conditional Leave to appeal to Her Majesty the Queen-in-Council was given to the Respondents-Respondents in terms of Rule (2) of the Rules in the Schedule to the Appeals (Privy Council) Ordinance on the 7th and 8th days of April 1969 by serving the said notices on the 1st and 3rd Respondents-Respondents at H. M. Customs, Colombo and on the 2nd Respondent-Respondent at his residential address at No. 30/3, Clifford Road, Kollupitiya and on the 8th day of April 1969 by sending the said notices to the Respondents-Respondents by Express Registered Post to their official addresses at H. M. Customs, Colombo and to their residential addresses at 160, Park Road, Colombo - 5, ⁴⁰ 30/3, Clifford Road, Colombo - 3, and 22/3, Byrde Place, Pamankade, Kirillapone, Colombo - 6 respectively and also by ordinary Post to their official addresses at H. M. Customs, Colombo.

The said notice was also served on the Respondents-Respondents' Proctor Mr. S. C. O. de Livera on the 10th day of April 1969 by personal service.

No. 9
Application for
Conditional
Leave to Appeal
to the Privy
Council—
18-4-69.
—Continued.

WHEREFORE the Petitioner-Petitioner (Applicant for Conditional Leave) prays that Your Lordships' Court be pleased to grant the Petitioner-Petitioner Conditional Leave to appeal against the said Order and/or Decision and/or Decree of this Court pronounced on the 30th day of March 1969 to Her Majesty the Queen-in-Council, for costs and for such other and further relief in the premises as to Your Lordships' Court shall seem¹⁰ meet.

(Sgd.) JULIUS & CREASY
Proctors for Petitioner-Petitioner
(Applicant for Conditional Leave)

Settled by :

C. RANGANATHAN, Q.C.
WALTER JAYAWARDENA, Q.C.
R. D. C. DE SILVA, and
A. N. JAYAWARDENA
Advocates.

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No. 10

Minute of Order granting Conditional Leave to Appeal to
the Privy Council

No. 10
Minute of Order
granting
Conditional Leave
to Appeal to the
Privy Council.
9-6-69.

IN THE SUPREME COURT OF THE ISLAND OF CEYLON

IN THE MATTER OF AN APPLICATION FOR CONDITIONAL
LEAVE TO APPEAL TO THE PRIVY COUNCIL UNDER THE
RULES SET OUT IN THE SCHEDULE TO THE APPEALS (PRIVY
COUNCIL) ORDINANCE.

DON LEONARD JAYAWARDANE of "The Anchor,"
Kandana.

³⁰ S.C. Application
No. 223/69
(Conditional Leave)

vs.

Petitioner-Appellant.

S.C. Application
No. 532/68

1. V. P. SILVA, Assistant Collector of Customs,
H. M. Customs, Colombo.
2. V. P. VITTACHI, Principal Collector of Customs,
H. M. Customs, Colombo.
3. G. CUMARANATUNGE, Acting Principal Col-
lector of Customs, H. M. Customs, Colombo.

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Respondents-Respondents.

No. 10
Minute of Order
granting
Conditional Leave
to Appeal to the
Privy Council.
9-6-69.
—Continued.

The Application of Don Leonard Jayawardane of "The Anchor," Kandana, for conditional Leave to Appeal to Her Majesty the Queen-in-Council from the judgment and decree of the Supreme Court of the Island of Ceylon pronounced on the 30th day of March 1969 in S. C. Application No. 532/68 having been listed for hearing and determination before the Honourable Anthony Christopher Augustus Alles, Puisne Justice and the Honourable Samarappilimudalige Ratnapala Wijayatilake, Puisne Justice in the presence of C. Ranganathan, Esquire, Q. C. with Walter Jayawardane Esquire, Q. C., N. Satyendra, Esquire, Nimal Jayawardena, Esquire and R. D. C. de Silva, Esquire, Advocates for the Petitioner-Appellant and H. L. de Silva, Esquire, Crown Counsel for the Respondents-Respondents,¹⁰ order has been made by Their Lordships on the 9th day of June 1969 allowing the aforementioned application for Conditional Leave to Appeal to Her Majesty the Queen-in-Council.

(Sgd.) N. NAVARATNAM,
Registrar of the Supreme Court.

No. 11
Application for
Final Leave to
Appeal to the
Privy Council.
3-7-69.

No. 11

**Application for Final Leave to Appeal to the Privy Council
IN THE SUPREME COURT OF THE ISLAND OF CEYLON**

IN THE MATTER OF AN APPLICATION FOR A MANDATE IN
THE NATURE OF A WRIT OF CERTIORARI UNDER SECTION 42²⁰
OF THE COURTS ORDINANCE (CAP. 6).

DON LEONARD JAYAWARDANE of "The Anchor,"
Kandana.

Petitioner.

Vs.

S.C. Application

No. 532/68. 1. V. P. SILVA, Assistant Collector of Customs,
H. M. Customs, Colombo.

S.C. Application

No. 223/69 2. V. P. VITTACHI, Principal Collector of Customs,
(Conditional Leave) H. M. Customs, Colombo.

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3. G. CUMARANATUNGE, Acting Principal Col-
lector of Customs, H. M. Customs, Colombo.

Respondent

AND

IN THE MATTER OF AN APPLICATION FOR FINAL LEAVE TO APPEAL TO HER MAJESTY THE QUEEN-IN-COUNCIL UNDER THE PROVISIONS OF THE PRIVY COUNCIL (APPEALS) ORDINANCE IN S. C. APPLICATION NO. 532/68.

No. 11
Application for
Final Leave to
Appeal to the
Privy Council.
3-7-69.
—Continued.

DON LEONARD JAYAWARDANE of "The Anchor,"
Kandana.

S.C. Application
No. 413/69
¹⁰ (Final Leave)

Petitioner-Petitioner
(Applicant for Final Leave)

Vs.

1. V. P. SILVA, Assistant Collector of Customs,
H. M. Customs, Colombo.
2. V. P. VITTACHI, Principal Collector of
Customs, H. M. Customs, Colombo.
3. G. CUMARANATUNGE, Acting Principal Col-
lector of Customs, -H. M. Customs, Colombo.

Respondents-Respondents.

²⁰ **To**
**THE HONOURABLE THE CHIEF JUSTICE AND THE OTHER JUDGES OF
THE SUPREME COURT OF THE ISLAND OF CEYLON**

On this 3rd day of July 1969.

³⁰ The Humble Petition of the Petitioner-Petitioner (Applicant for Final Leave) abovenamed appearing by JAMES ARELUPAR NAIDOO, ALEXANDER RICHARD NEVILLE DE FONSEKA, LENA CHARLOTTE FERNANDO, REGINALD FREDERICK MIRANDO, FRANCIS LUKE THEODORE MARTYN, PERCY SELVADURAI THAMBYAH and DAVID ERNEST MARTENSZ, Proctors of the Honourable the Supreme Court of the Island of Ceylon, carrying on business in partnership under the name and style of JULIUS & CREASY and their assistants REX HERBERT SEBASTIAN PHILLIPS, BERTRAM MANSON AMARASEKERA, GERALD EBENEZER ABEYNAIKE, JUSTIN MERVYN CANAGARETNA, NADARASA RATHINASAPAPATHY, RAJARATNAM SENATHI RAJAH,

No. 11
Application for
Final Leave to
Appeal to the
Privy Council.
3-7-69.
—Continued.

SARAVANAMUTTU KUGAPERUMAL, HERMON ANNESLEY FERNANDO, PRASANNA STANISLAUS GOONEWARDENE, NIHAL HUBERT GUNARATNA, SRIYANTHA GILBERT SENARATNA and JAYANTA MOOTATAMBY SWAMINATHAN, his Proctors, states as follows :—

1. The Petitioner-Petitioner (Applicant for Final Leave) abovenamed on the 9th day of June 1969 obtained Conditional Leave from this Honourable Court to Appeal to Her Majesty the Queen-in-Council against the Judgment and Decree of this Court pronounced on the 30th day of March 1969.

2. The Petitioner-Petitioner (Applicant for Final Leave) has in compliance with the conditions on which such leave was granted deposited with the Registrar of this Court a sum of Rs. 3,000/- on the 18th day of June 1969 and has by Bond dated the 30th day of June 1969 mortgaged and duly hypothecated the said sum of Rs. 3,000/- with the said Registrar.

3. The Petitioner-Petitioner (Applicant for Final Leave) has further deposited with the said Registrar on the 18th day of June, 1969 a sum of Rs. 300/- in respect of the amounts and fees mentioned in Section 4 (2) (b) and (c) of the Appeals (Privy Council) Ordinance Chapter 100.

4. The Petitioner-Petitioner (Applicant for Final Leave) has on the 30th day of June, 1969 lodged stamps with the said Registrar for the duty payable in respect of the Registrar's certificate in appeal to Her Majesty the Queen-in-Council.

WHEREFORE the Petitioner-Petitioner (Applicant for Final Leave) abovenamed prays that he be granted Final Leave to Appeal against the said Judgment and Decree of this Court dated the 30th day of March, 1969 to Her Majesty the Queen-in-Council and for such other and further relief in the premises as to Your Lordships' Court shall seem meet.

(Sgd.) JULIUS & CREASY

Proctors for Petitioner-Petitioner ³⁰
(Applicant for Final Leave)

Settled by :

R. D. C. DE SILVA

A. N. JAYAWARDENA
Advocates

No. 12

Minute of Order granting Final Leave to Appeal to the
Privy CouncilNo. 12
Minute of Order
granting Final
Leave to Appeal to
the Privy Council.
1-8-69.

IN THE SUPREME COURT OF THE ISLAND OF CEYLON

IN THE MATTER OF AN APPLICATION FOR FINAL LEAVE
TO APPEAL TO THE PRIVY COUNCIL UNDER THE RULES
SET OUT IN THE SCHEDULE TO THE APPEALS (PRIVY
COUNCIL) ORDINANCE.S.C. Application
¹⁰ No. 413/69
(Final Leave)DON LEONARD JAYAWARDANE of "The Anchor,"
Kandana.*Petitioner-Appellant.*S.C. Application
No. 223/69
(Conditional Leave)

Vs.

S.C. Application
No. 532/68

1. V. P. SILVA, Assistant Collector of Customs,
H. M. Customs, Colombo.
2. V. P. VITTACHI, Principal Collector of Customs,
H. M. Customs, Colombo.
- ²⁰ 3. G. CUMARANATUNGE, Acting Principal Col-
lector of Customs, H. M. Customs, Colombo.

Respondents-Respondents.

The application of Don Leonard Jayawardane of "The Anchor,"
Kandana, for Final Leave to Appeal to Her Majesty the Queen-in-Council
from the judgment and decree of the Supreme Court of the Island of Ceylon
pronounced on the 30th day of March, 1969 in S. C. Application No. 532/68
having been listed for hearing and determination before the Honourable
Hugh Norman Gregory Fernando, Chief Justice and the Honourable
Samarappilimudalige Ratnapala Wijayatilake, Puisne Justice in the pre-
³⁰ sence of R. D. C. de Silva Esquire, Advocate for the Petitioner-Appellant
and H. L. de Silva Esquire, Crown Counsel for the Respondents-
Respondents, order has been made by Their Lordships on the 1st day of
August, 1969 allowing the aforementioned application for Final Leave to
Appeal to Her Majesty the Queen-in-Council.

(Sgd.) N. NAVARATNAM,
Registrar of the Supreme Court.

PART II — EXHIBITS .

Circular to Shippers issued by the Ceylon Coconut Board

CEYLON COCONUT BOARD

No. 11, Duke Street,
Colombo 1.
29th November, 1963.

Circular to Shippers

Messrs.....

.....

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Dear Sirs,

D.C. SHIPMENTS TO AMERICA

Interest is being shown in exports of D.C. to the American market by several shippers. It is therefore necessary to emphasise that American buyers are much more discriminating than buyers elsewhere. The requirements of the Federal Health Authorities are also more stringent than those in other countries.

As it would be very damaging to the reputation of Ceylon D.C. if shipments are rejected because they do not conform to the requirements of either the buyers or of the Health Authorities in America, the Board considers it essential that special precautions should be taken to ensure the highest possible quality in shipments to this market.

Shippers are requested to notify the Board immediately they have entered into contracts with American buyers. Shippers will be required to satisfy the Board that they have sent samples to the American buyer of the quality they propose exporting, and that the buyer has expressed himself as satisfied with the samples. The shipper should state the mill or the mills from which he proposes to purchase his requirements for fulfilling the contract. The Board's inspectors will then pay special attention to the manufacture of the material destined for America, and will carry out bag by bag sampling. If the material is likely to satisfy American requirements, licences for shipment to America will be issued. Licences will not be granted in respect of material that does not reach the required standard.

These steps are necessary to safeguard the interests of the Industry, as it seems possible to build up a market in America in the quite near future, and all precautions must be taken to prevent initial rejections.

Yours faithfully,
(Sgd.) S. GUNASEKARA,
Manager.

R 2
Circular to
Shippers issued
by the Ceylon
Coconut Board.
21-7-66.

R 2

Circular to Shippers issued by the Ceylon Coconut Board

CEYLON COCONUT BOARD

11, Duke Street,
Colombo 1.
21st July, 1966.

Circular to Shippers

.....
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.....

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Dear Sirs,

D.C. SHIPMENTS TO AMERICA

Interest is being shown in exports of D.C. to the American market by several shippers. It is therefore necessary to emphasise that American buyers are much more discriminating than buyers elsewhere. The requirements of the Federal Health Authorities are also more stringent than those in other countries.

As it would be very damaging to the reputation of Ceylon D.C. if shipments are rejected because they do not conform to the requirements of either the buyers or of the Health Authorities in America, the Board²⁰ considers it essential that special precautions should be taken to ensure the highest possible quality in shipments to this market.

Shippers are requested to notify the Board immediately they have entered into contracts with American buyers. Shippers will be required to satisfy the Board that they have sent samples to the American buyer of the quality they propose exporting, and that the buyer has expressed himself as satisfied with the samples. The shipper should state the mill or mills from which he has purchased his requirements for fulfilling of the contract. The Board's inspectors will then pay special attention to the manufacture of the material destined for America, and will carry out bag³⁰ by bag sampling. If the material is likely to satisfy American requirements, licences for shipment to America will be issued. Licences will not be granted in respect of material that does not reach the required standard.

These steps are necessary to safeguard the interests of the Industry, as it seems possible to build up a market in America in the quite near future, and all precautions must be taken to prevent initial rejections.

Yours faithfully,
(Sgd.) S. GUNASEKARA,
Manager.

40

R 5

**Application to Ceylon Coconut Board by Vavasasseur Trading Co., Ltd.,
for Desiccated Coconut Export Licence**

R 5
Application to
Ceylon Coconut
Board by
Vavasasseur Trading
Co., Ltd., for
Desiccated Coco-
nut Export
Licence—
28-2-68.

APPLICATION FORM

CEYLON COCONUT BOARD

Application for Desiccated Coconut Export Licence

1. Name of applicant and/or of shipper & registration No. :— Vavasasseur Trading Co., Ltd.,
S 19.

2. Quantity & grade to be exported :—

10	<u>CASES</u>	<u>LBS.</u>		
	.....Cases (Fine)	@.....lbs.	=	.....
	.....Cases (Medium)	@.....lbs.	=	.....
	.....Cases (Fancy)	@.....lbs.	=	.....
	<u>BAGS</u>	<u>LBS.</u>		
	1,000 Bags (Fine)	@ 100 lbs.	=	100,000 lbs.
	1,000 Bags (Medium)	@ 100 lbs.	=	100,000 lbs.
	.....Bags (Fancy)	@.....lbs.	=	.....
		Total		200,000 lbs.

3. Name of ship & date of sailing :— " LEDA MAERSK " due 1/3

20 4. (a) Port of Discharge :— HALIFAX

(b) Final Destination :— CANADA

5. Name of Mill/Mills where manufactured & Registration numbers :— Mill Nos. as per reverse.

6. Serial Numbers of the packages :—

7. Sampling & Licensing fees @ -/15 cts. per cwt. or part thereof :— 267/90

8. Any other information.

I/We hereby declare that the.....cases used for packing.....lbs of Desiccated Coconut in respect of which an Export Licence is applied for, are all locally made new wooden chests.

I /We hereby declare that the statements contained herein are true and accurate.

Vavasasseur Trading Co., Ltd.,

Date : 28/2/68

(Sgd.) (Illegibly)

Signature

R 5
Application to
Ceylon Coconut
Board by
Vavasour Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
28-2-68
—Continued.

1000 Bags Medium

B/f — 736 bags

M 61 CCB 61			
C 26048 —			1
C 26053 —			1
C 26060 —			1
C 26070 —			1
C 26092 —			1
C 26099 —	26100	—	2
C 26258 —	26264	—	7
C 26463 —	26519	—	57
M 84 CCB 84			
A 99906 —	99935	—	30
M 85 CCB85			
A 63841 —	83963	—	123
M 87 CCB 87			
A 98741 —	98751	—	11
A 98806 —	98843	—	38
M 91 CCB 91			
B 02000 —			1
B 02801 —	02824	—	24
M 95 CCB 95			
A 79953 —	80000	—	48
A 80701 —	80719	—	19
M 104 CCB 104			
B 13608 —	13653	—	46
B 13830 —	13860	—	31
M 106 CCB 106			
A 80885 —	80894	—	10
M 108 CCB 108			
A 69912 —	63967	—	56
M 109 CCB 109			
A 64801 —	64853	—	53
A 64934 —	64945	—	12
M 114 CCB 114			
A 94953 —	95000	—	48
A 95701 —	95725	—	25
M 119 CCB 119			
A 33981 —	34000	—	20
A 34701 —	34715	—	15
M 126 CCB 126			
A 90855 —	90884	—	30
M 128 CCB 128			
A 76912 —	76930	—	19
A 76934 —	76935	—	2
M 130 CCB 130			
A 61954 —	61969	—	16

736

M 131 CCB 131			
A 59749 —	59752	—	4
A 59785 —	59790	—	6
A 59821 —	59846	—	26
A 59892 —	59922	—	31
A 59994 —	60000	—	7
A 60801 —	60806	—	6

M132 CCB 132

B 35762 —	35774	—	13
B 35865 —	35867	—	3
B 36708 —	36714	—	7
B 36732 —	36770	—	39
B 36777 —	36790	—	14

10

M 134 CCB 134

A 35758 —	35799	—	42
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M 136 CCB 136

A 49943 —	49954	—	12
A 49959 —	49982	—	24

20

M 138 CCB 138

A 68743 —	68760	—	18
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1000

1000 bags Fine

M 61 CCB 61			
C 27888 —	27987	—	100

30

M 72 CCB 72

A 73733 —	73800	—	68
A 74001 —	74120	—	120

M 76 CCB 76

B 81933 —	82000	—	68
B 83001 —	83109	—	109

M 87 CCB 87

A 98343 —	98438	—	96
A 98454 —	98463	—	10

40

M 109 CCB 109

A 64257 —	64387	—	131
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M 119 CCB 119

A 33529 —	33599	—	71
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M 131 CCB 131

A 60269 —	60316	—	48
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50

M 132 CCB 132

A 37170 —	37257	—	88
A 37304 —	37378	—	75

M 134 CCB 134

A 34670 —	34685	—	16
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1000

R 19

**Application for an Exchange Control Permit
to Export 200,000 lbs. of Desiccated Coconut**

R 19
Application for an
Exchange Control
Permit to Export
200,000 lbs. of
Desiccated Coconut
28-2-68.

Exchange Control 7

Form H 2
(H 2* S. & E.) 1/64

Serial No. G38/68/CAN/40
To be inserted by authorised dealer

10 To be submitted to exporter's bank with Form CD 2; or to the Controller of Exchange in terms of special arrangements made with the Controller if documents are not to be passed through medium of a bank. After approval to be submitted to the Customs at time of shipment.

If transshipment at a sterling area (Scheduled Territories) port is necessary, approved **DUPLICATE COPY** should be attached to Captain's Copy of Bill of Lading.

CEYLON

EXCHANGE CONTROL ACT, No. 24 OF 1953

EXPORT TO COUNTRIES IN THE NON-STERLING AREA (NON-SCHEDULED TERRITORIES) OF GOODS CONSIGNED TO THE ORDER OF A PERSON IN THE STERLING AREA (SCHEDULED TERRITORIES) OUTSIDE CEYLON

20 (N.B.— Please read Notes on reverse of this form.)

PARTICULARS

1. Name and address of exporter	Vavas seur Trading Co. Ltd. P.O. Box 163 Colombo.
2. Name and address of sterling area (Scheduled Territories) buyer	J. H. Vavas seur & Co., Ltd. London E.C. 3
3. Name and address of non-sterling area (Non-Scheduled Territories) consignee	
4. Country of destination of goods	Canada
5. Description of goods	Desiccated Coconut
30 Quantity	200,000 lbs — Traders A/c.
Full invoice value of the goods (state whether c.i.f., c. & f. or f.o.b.)	£ 13,300/19/4 F.O.B.

To THE CONTROLLER OF EXCHANGE, DEPARTMENT OF EXCHANGE CONTROL,
CENTRAL BANK OF CEYLON, COLOMBO.

I/We the undersigned request that I/we may be granted a permit to export goods in accordance with the details given above. I/We attach a declaration and undertaking on Form CD 2 as to the manner in which payment for the goods is to be/has been recovered.

*I/We have obtained permit No.....from the Controller of Exports.

VAVASSEUR TRADING CO. LTD.
(Sgd.)

40 Date : 28/2/68

Signature

R 19
Application for an
Exchange Control
Permit to Export
200,000 lbs. of
Desiccated
Coconut—
28-2-68
—Continued.

Permission granted under the Exchange Control Act, No. 24 of 1953, on behalf of the Controller of Exchange, Central Bank of Ceylon, Colombo, for export of the goods detailed above, subject to the condition that you comply with the undertakings subscribed to by you in the declaration on page 2 of the Form CD 2 furnished by you in respect of the goods, within the period specified.

(BILL OF LADING PASSED.
Intld. Illegible
Date : 7/3 Customs Officer)

(Sgd.) A. K. KANAGASUNDERAM
1-3-68.

VALID FOR ONE MONTH FROM DATE OF ISSUE

(This need not be completed before issue of above licence, but **MUST** be completed by exporter before shipment.)

**PARTICULARS OF SHIPMENT
AS THEY APPEAR IN BILL OF LADING**

6. Name of Exporting Vessel : LEDA MAERSK
7. Port of final discharge : HALIFAX
8. Port of transshipment (if any).....
9. Marks and Numbers
of Packages : as per reverse
10. Quantity Exported : 200,000 lbs.

(To be completed by the
Customs/Postal Authorities.)

To : THE CONTROLLER OF EXCHANGE,
DEPARTMENT OF EXCHANGE CONTROL,
CENTRAL BANK OF CEYLON, COLOMBO.

Quantity Exported : 200,000 lbs.
(by unit shown in cage 5)

Date of Export : 14/3

Permit returned. Particulars shown by shipper correspond with those appearing on the 20 Bill of Lading.

(Seal H. M. CUSTOMS - COLOMBO
(Intld.) Illegible 17/3)

Customs/Postal Stamp and initials of
Checking Officer.

Date :

*To be furnished where the goods are subject to Export Licence from the Controller of Exports.

(Reverse of the Form)

NOTES TO EXPORTER

1. Please make sure that you are using the correct form. The following forms are in use :—

Form CD 1 and H 1—(i) For exports to the sterling area (Scheduled Territories)⁴⁰ sold to buyers in the sterling area (Scheduled Territories) or sent on consignment.

(ii) For exports outside the sterling area (Scheduled Territories) sold to buyers outside the sterling area (Scheduled Territories) or sent on consignment.

Form CD 2 and H 2—For exports outside the sterling area (Scheduled Territories) sold to buyers in the sterling area (Scheduled Territories), or made to the order of a person or firm in the sterling area (Scheduled Territories).

Form CD 3 and H 3—For export to the sterling area (Scheduled Territories) by⁴⁰ exporters who have made special arrangements with the Controller of Exchange to finance exports to countries in the sterling area (Scheduled Territories) without passing the documents through an authorised dealer.

If you have doubts as to the correct form you should use, please consult your bank.

2. Procedure for use of Form CD 2.—

(i) If documents are to be passed through your bank, both copies of Form CD 2 and one copy of Form H2 [two copies if shipment involves transshipment at a sterling area (Scheduled Territories) port] should be completed and presented to the Bank to whom you will deliver the sterling/rupee proceeds of the shipment. If approved, the bank will return to you the⁵⁰ duplicate copy of Form CD 2. The approved Form H2 should be presented to the Customs at the time of Export (the duplicate copy, if one is necessary, being attached to the Captain's copy of the Bill of Lading).

When invoices and shipping documents are ready the duplicate copy of Form CD 2 should be completed by the insertion in the spaces provided for the final figures and values relating to the shipment and should be presented to the bank with an extra copy of the invoice.

R 19
Application for an
Exchange Control
Permit to Export
200,000 lbs. of
Desiccated
Coconut —
28-2-68.

—Continued.

(ii) If documents are not to be passed through your bank (a procedure that would be permissible only by special arrangement with the Controller), you should forward the forms direct to the Controller, who will return to you only the approved Form H 2. After or at the time of shipment, you should forward a certified copy of the invoice to the Controller who will then release the duplicate copy of Form CD 2 for resubmission to the Controller of Exchange, after completing the certificate on page 4 of the duplicate copy of Form CD 2. You will be required to certify within 6 months of the date of export that you have received the sterling/rupee proceeds of the shipment.

3. *Invoices.*— The invoices required to be attached must be certified copies of sales invoices, or if the goods had not been sold at the time of exportation, invoices or statements showing the computation of the amount declared in Cage 6 of Form CD 2. These invoices must be endorsed with a reconciliation (supported by any available documentary evidence) between the total amount of the invoice or statement and the amount to be received in payment. It should be noted that these invoices must agree with the details in Cages 1 to 6 of Form CD 2. They are not returnable.

4. *False statements.*— All persons are warned that by tampering with any part of Forms CD 2 and H 2 after approval or by making false statements in them, they may render themselves liable to heavy penalties.

5. *Records* — You are advised to keep a record of the serial numbers of all permits issued to you on Form H 2. Reference to these numbers on subsequent applications for remittance of commissions, &c., will make it easy for your bank or the Controller to deal with such applications.

6. All unutilised H 2 licences should be forwarded (through the respective bank in case of licences obtained from them) to the Controller of Exchange for cancellation within one week of the date of expiry of its validity.

	UUU			B/F	1500	Bags
30	FINE	—	100	FFF		
	VVV			MEDIUM	—	100
	FINE	—	100	GGG	—	100
	WWW			MEDIUM	—	100
	FINE	—	100	HHH		
	XXX			MEDIUM	—	100
	FINE	—	100	III		
	YYY			MEDIUM	—	100
	FINE	—	100	JJJ		
	ZZZ			MEDIUM	—	100
40	FINE	—	100			
	AAB					2000
	FINE	—	100			Bags
	AAC					
	FINE	—	100			
	AAD					
	FINE	—	100			
	AAE					
	FINE	—	100			
	AAA					
50	MEDIUM	—	100			
	BBB					
	MEDIUM	—	100			
	CCC					
	MEDIUM	—	100			
	DDD					
	MEDIUM	—	100			
	EEE					
	MEDIUM	—	100			
			1500			Bags

R 6
Application to
Ceylon Coconut
Board by
Vavas seur Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
29-2-68

Application to Ceylon Coconut Board by Vavas seur Trading Co., Ltd.,
for Desiccated Coconut Export Licence

APPLICATION FORM

CEYLON COCONUT BOARD

Application for Desiccated Coconut Export Licence

1. Name of applicant and/or of shipper & registration No. :— Vavas seur Trading Co., Ltd.,
S 19.

2. Quantity & grade to be exported :—

<u>CASES</u>	<u>LBS.</u>	10
.....Cases (Fine)	@.....lbs. =	.....
.....Cases (Medium)	@.....lbs. =	.....
.....Cases (Fancy)	@.....lbs. =	.....
<u>BAGS</u>	<u>LBS.</u>	
1,850 Bags (Fine)	@ 100 lbs. =	185,000 lbs.
..... Bags (Medium)	@.....lbs. =	.....
..... Bags (Fancy)	@.....lbs. =	.....
Total		185,000 lbs.

3. Name of ship & date of sailing :— " LEDA MAERSK " due 4/3

4. (a) Port of Discharge :— HALIFAX 20

(b) Final Destination :— CANADA

5. Name of Mill/Mills where manufactured & Registration numbers :— Mill Nos. as per reverse.

6. Serial Numbers of the packages :—

7. Sampling & Licensing fees @ -/15 cts. per cwt. or part thereof :— 247/80 30

8. Any other information.

I/We hereby declare that the.....cases used for packing.....lbs of Desiccated Coconut in respect of which an Export Licence is applied for, are all locally made new wooden chests.

I /We hereby declare that the statements contained herein are true and accurate.

Vavas seur Trading Co., Ltd.,

Date : 29/2/68

(Sgd.) (Illegibly)
Signature

		(Reverse)			
		1850 bags Fine			
		M 61 CCB 61			
	C	28259	— 28628	—	370
		M 67 CCB 67			
	B	64140	— 64159	—	20
		M 69 CCB 69			
	B	45265	— 45315	—	51
10		M 70 CCB 70			
	A	68659	— 68729	—	71
		M 72 CCB 72			
	A	74249	— 74276	—	28
		M 76 CCB 76			
	B	83160	— 83243	—	84
	B	83246	— 83507	—	262
	B	83509	— 83510	—	2
		M 84 CCB 84			
	B	00831	— 00900	—	70
20		M 85 CCB 85			
	A	85336	— 85425	—	90
		M 86 CCB 86			
	A	91586	— 91605	—	20
	A	91686	— 91700	—	15
	A	92001	— 92090	—	90
		M 87 CCB 87			
	A	98464	— 98552	—	89
	A	99003	— 99072	—	70
		M 94 CCB 94			
	A	99256	— 99291	—	36
30		M 95 CCB 95			
	A	80184	— 80297	—	114
		M 105 CCB 105			
	A	83400	— 83454	—	55
		M 106 CCB 106			
	A	80250	— 80366	—	117
		M 119 CCB 119			
	A	33677	— 33678	—	2
		M 132 CCB 132			
	B	37779	— 37793	—	15
40		M 134 CCB 134			
	A	34686	— 34700	—	15
	A	35001	— 35094	—	94
		M 138 CCB 138			
	A	68131	— 68200	—	70
				<u>1850</u>	

R 6
Application to
Ceylon Coconut
Board by
Vavasasseur Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
29-2-68
—Continued.

R 20
Application for an
Exchange Control
Permit to Export
100,000 lbs. of
Desiccated.
Coconut—
29-2-68

R 20

**Application for an Exchange Control Permit
to Export 100,000 lbs. of Desiccated Coconut**

Exchange Control 7
Form H 2

(H 2* S. & E.) 1/64

Serial No. G38/68/CAN/41
To be inserted by authorised dealer

To be submitted to exporter's bank with Form CD 2 ; or to the Controller of Exchange in terms of special arrangements made with the Controller if documents are not to be passed through medium of a bank. After approval to be submitted to the Customs at time of Shipment.

If transhipment at a sterling area (Scheduled Territories) port is necessary, approved DUPLICATE COPY should be attached to Captain's Copy of Bill of Lading.

CEYLON

EXCHANGE CONTROL ACT, No. 24 OF 1953

EXPORT TO COUNTRIES IN THE NON-STERLING AREA (NON-SCHEDULED TERRITORIES) OF GOODS CONSIGNED TO THE ORDER OF A PERSON IN THE STERLING AREA (SCHEDULED TERRITORIES) OUTSIDE CEYLON

(N.B.— Please read Notes on reverse of this form.) (See page 68 of the Record of Proceedings)

PARTICULARS		20
1. Name and address of exporter	Vavas seur Trading Co. Ltd., P.O. Box 163 Colombo.	
2. Name and address of sterling area (Scheduled Territories) buyer	J. H. Vavas seur & Co. Ltd., London E.C. 3	
3. Name and address of non-sterling area (Non-Scheduled Territories) consignee		
4. Country of destination of goods	Canada	
5. Description of goods	Desiccated Coconut	
Quantity	100,000 lbs. — Traders A/c.	30
Full invoice value of the goods (state whether c.i.f., c. & f. or f.o.b.)	£ 6650/9/8 F.O.B.	

To THE CONTROLLER OF EXCHANGE, DEPARTMENT OF EXCHANGE CONTROL,
CENTRAL BANK OF CEYLON, COLOMBO.

I/We the undersigned request that I/we may be granted a permit to export goods in accordance with the details given above. I/We attach a declaration and undertaking on Form CD 2 as to the manner in which payment for the goods is to be/has been recovered.

*I/We have obtained permit No.....from the Controller of Exports.

VAVASSEUR TRADING CO. LTD.

(Sgd.)

40

Date : 29/2/68

Signature.

Permission granted under the Exchange Control Act, No. 24 of 1953, on behalf of the R 20
 Controller of Exchange, Central Bank of Ceylon, Colombo for export of the goods detailed Application for an
 above, subject to the condition that you comply with the undertakings subscribed to by you Exchange Control
 in the declaration on page 2 of the Form CD 2 furnished by you in respect of the goods, within Permit to Export
 the period specified. 100,000 lbs. of
 Desiccated
 Coconut—
 29-2-68
 —Continued.

(BILL OF LADING PASSED.
 Intld. Illegible
 Date: 7/3 Customs Officer)

(Sgd.) A. K. KANAGASUNDERAM
 1-3-68.

VALID FOR ONE MONTH FROM DATE OF ISSUE

10 (This need not be completed before issue of above
 licence, but MUST be completed by exporter
 before shipment.)

PARTICULARS OF SHIPMENT
 AS THEY APPEAR IN BILL OF LADING

6. Name of Exporting Vessel : LEDA MAERSK

7. Port of final discharge : HALIFAX

8. Port of transhipment (if any).....
 20

9. Marks and Numbers
 of Packages : as per reverse

10. Quantity Exported : 100,000 lbs.

(To be completed by the
 Customs/Postal Authorities)

To : THE CONTROLLER OF EXCHANGE,
 DEPARTMENT OF EXCHANGE CONTROL,
 CENTRAL BANK OF CEYLON, COLOMBO.

Quantity Exported : 100,000 lbs.
 (by unit shown in cage 5)

Date of Export : 14/3

Permit returned. Particulars shown by ship-
 per correspond with those appearing on the
 Bill of Lading.

(Seal H. M. CUSTOMS - COLOMBO
 (Intld.) Illegible 17/3)

Customs/Postal Stamp and initials of
 Checking Officer.

Date :

*To be furnished where the goods are subject to Export Licence from the Controller of Exports.

(Reverse of the Form: For Notes to Exporter, see page 68 of the record.)

80	KKK		
	FINE	—	100 Bags
	LLL		
	FINE	—	100 „
	MMM		
	FINE	—	100 „
	NNN		
	FINE	—	100 „
	OOO		
	FINE	—	100 „
40	PPP		
	FINE	—	100 „
	QQQ		
	FINE	—	100 „
	RRR		
	FINE	—	100 „
	SSS		
	FINE	—	100 „
	TTT		
	FINE	—	100 „
50			1000 Bags

R 21
Application for an
Exchange Control
Permit to Export
100,000 lbs. of
Desiccated
Coconut—
29-2-68.

R 21

**Application for an Exchange Control Permit
to Export 100,000 lbs. of Desiccated Coconut**

Exchange Control 7
Form H 2

(H 2* S. & E.) 1/64

Serial No. G98/68/CAN/42
To be inserted by authorised dealer

To be submitted to exporter's bank with Form CD 2 ; or to the Controller of Exchange in terms of special arrangements made with the Controller if documents are not to be passed ¹⁰ through medium of a bank. After approval to be submitted to the Customs at time of Shipment.

**If transhipment at a sterling area (Scheduled Territories) port is necessary, approved
DUPLICATE COPY should be attached to Captain's Copy of Bill of Lading.**

CEYLON

EXCHANGE CONTROL ACT, No. 24 OF 1953

**EXPORT TO COUNTRIES IN THE NON-STERLING AREA (NON-SCHEDULED
TERRITORIES) OF GOODS CONSIGNED TO THE ORDER OF A PERSON IN
THE STERLING AREA (SCHEDULED TERRITORIES) OUTSIDE CEYLON**

(N.B.— Please read Notes on reverse of this form.) (See page 68 of the ²⁰
PARTICULARS Record of Proceedings)

1. Name and address of exporter	Vavasour Trading Co. Ltd., P.O. Box 163 Colombo.	
2. Name and address of sterling area (Scheduled Territories) buyer	J. H. Vavasour & Co. Ltd., London E.C. 3	
3. Name and address of non-sterling area (Non-Scheduled Territories) consignee		
4. Country of destination of goods	Canada	
5. Description of goods	Desiccated Coconut	
Quantity	100,000 lbs.— Traders A/c.	30
Full invoice value of the goods (state whether c.i.f., c. & f. or f.o.b.)	£. 6650/9/8 F.O.B.	

To THE CONTROLLER OF EXCHANGE, DEPARTMENT OF EXCHANGE CONTROL,
CENTRAL BANK OF CEYLON, COLOMBO.

I/We the undersigned request that I/we may be granted a permit to export goods in accordance with the details given above. I/We attach a declaration and undertaking on Form CD 2 as to the manner in which payment for the goods is to be/has been recovered.

*I/We have obtained permit No.....from the Controller of Exports.

VAVASSEUR TRADING CO. LTD. 40
(Sgd.)

Date : 29/2/68

Signature.

Permission granted under the Exchange Control Act, No. 24 of 1953, on behalf of the Controller of Exchange, Central Bank of Ceylon, Colombo for export of the goods detailed above, subject to the condition that you comply with the undertakings subscribed to by you in the declaration on page 2 of the Form CD 2 furnished by you in respect of the goods, within the period specified.

R 21
Application for an
Exchange Control
Permit to Export
100,000 lbs. of
Desiccated
Coconut—
29-2-68
—Continued.

(BILL OF LADING PASSED.
Intld. Illegible
Date: 7/3 Customs Officer)

(Sgd.) A. K. KANAGASUNDERAM
1-3-68.

VALID FOR ONE MONTH FROM DATE OF ISSUE

¹⁰ (This need not be completed before issue of above licence, but **MUST** be completed by exporter before shipment.)

(To be completed by the Customs/Postal Authorities)

PARTICULARS OF SHIPMENT AS THEY APPEAR IN BILL OF LADING

To: THE CONTROLLER OF EXCHANGE, DEPARTMENT OF EXCHANGE CONTROL, CENTRAL BANK OF CEYLON, COLOMBO.

6. Name of Exporting Vessel : LEDA MAERSK

Quantity Exported : 100,000 lbs.
(by unit shown in page 5)

7. Port of final discharge : HALIFAX

Date of Export : 14/3

²⁰ 8. Port of transhipment (if any).....

Permit returned. Particulars shown by shipper correspond with those appearing on the Bill of Lading.

9. Marks and Numbers of Packages : as per reverse

(Seal H. M. CUSTOMS - COLOMBO
(Intld.) Illegible 17/3)
Customs/Postal Stamp and initials of
Checking Officer.

10. Quantity Exported : 100,000 lbs.

Date :

*To be furnished where the goods are subject to Export Licence from the Controller of Exports.

(Reverse of the Form: For Notes to Exporter, see page 68 of the record.)

AAA		
³⁰ FINE	—	100 Bags
BBB		
FINE	—	100 „
CCC		
FINE	—	100 „
DDD		
FINE	—	100 „
EEE		
FINE	—	100 „
FFF		
⁴⁰ FINE	—	100 „
GGG		
FINE	—	100 „
HHH		
FINE	—	100 „
III		
FINE	—	100 „
JJJ		
FINE	—	100 „
		<u>1000</u> Bags

R 7
Application to
Ceylon Coconut
Board by
Vavas seur Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
1-3-68.

Application to Ceylon Coconut Board by Vavas seur Trading Co., Ltd.,
for Desiccated Coconut Export Licence

APPLICATION FORM

CEYLON COCONUT BOARD

Application for Desiccated Coconut Export Licence

1. Name of applicant and/or of shipper & registration No. :— Vavas seur Trading Co., Ltd.
S. 19
2. Quantity & grade to be exported :—

<u>CASES</u>	<u>LBS.</u>	10
.....Cases (Fine)	@.....lbs. =	.....
.....Cases (Medium)	@.....lbs. =	.....
.....Cases (Fancy)	@.....lbs. =	.....
<u>BAGS</u>	<u>LBS.</u>	
150 Bags (Fine)	@ 100 lbs. =	15,000 lbs.
.....Bags (Medium)	@.....lbs. =	.....
.....Bags (Fancy)	@.....lbs. =	.....
Total		<u>15,000 lbs.</u>

3. Name of ship & date of sailing :— " LEDA MAERSK " due 4/3
4. (a) Port of Discharge :— Halifax 150 bags Fine 20
M 69 CCB 69
(b) Final Destination :— Canada B 45316 — 45339 — 24
M 72 CCB 72
5. Name of Mill/Mills where manufactured & Registration numbers :— A 74553 — 74584 — 32
M 94 CCB 94
A 99292 — 99366 — 75
M 106 CCB 106
A 80403 — 80416 — 14
M 131 CCB 131
6. Serial Numbers of the packages :— A 60503 — 60507 — 5 30
150
7. Sampling & Licencing fees @ -/15 cts. per cwt. or part thereof :—
8. Any other information.

I/We hereby declare that the.....cases used for packing.....lbs. of Desiccated Coconut in respect of which an Export Licence is applied for, are all locally made new wooden chests.

I/We hereby declare that the statements contained herein are true and accurate.

Vavas seur Trading Co., Ltd.,

(Sgd.) Illegible
Signature.

40

Date 1/3/68.

R 10

Desiccated Coconut General Export Licence issued to
Vavasseur Trading Co., Ltd. to export 15,000 lbs.

R 10
Desiccated
Coconut General
Export Licence
issued to Vavasseur
Trading Co., Ltd.
to export
15,000 lbs.—
2-3-68.

Valid for fourteen days from the date of issue නිකුත් කළ දින සිට දින 14 ක් දක්වා වලංගුයි
1935 අංක 13 දරණ පොල් ද්‍රව්‍ය ආඥා පනත

THE COCONUT PRODUCTS ORDINANCE No. 13 of 1935

අංක No. K 36240

කපාපු පොල් සිඳුහා සාමාන්‍ය අපනයන බලපත්‍රය
DESICCATED COCONUT GENERAL EXPORT LICENCE

10 කොළඹ, සීමාසහිත වැවසියර් ට්‍රේඩිංසමාගමට
පහත දැක්වෙන පරිදි කපාපු පොල් රාත්තල් (වචන වලින්) පහලොස් දහක් පමණක්
..... අපනයනය කිරීමට පවසින් බලය පැවැරී.
නැවෙහි නම... LEDA MAERSK..... හාණ්ඩ යැවෙන ස්ථානය... හැල්ෆැක්ස්
NOT TRANSFERABLE/NOT NEGOTIABLE අත්සතු කිරීම හෝ වාරු කිරීම තහනව
Mr./Messrs.
of is/are hereby permitted to export
per S. S. to
..... lbs. (in words)
..... pound

20 of DESICCATED COCONUT as specified hereunder :

		රාත්තල් lbs.
පෙට්ටි..... (සියුම්)	cases of රා..... (බැගින්) lbs. each (nett) (Fine)	=
පෙට්ටි..... (මධ්‍යම/විසිතුරු)	cases of රා..... (බැගින්) lbs. ,, (Medium/Fancy)	=
මලු 150 (සියුම්)	paper bags of රා. 100 (බැගින්) lbs. ,, (Fine)	= 15,000
මලු..... (මධ්‍යම/විසිතුරු)	paper bags of රා..... (බැගින්) lbs. ,, (Medium/Fancy)	=
30 ,,	=
..... ,,	=
<u>150</u>		<u>15,000</u>

නිකුත් කළ දිනය :
Date of issue 1968-3-2.

(Sgd.) (Illegibly)
.....
Manager, Ceylon Coconut Board.

(Reverse of the Form)

The following is the English translation of the Sinhala version appearing in the first four commencing lines of this document overleaf :

40 'Messrs. Vavasseur Trading Co., Ltd., of Colombo are hereby
permitted to export per s.s.
..... to Halifax..... lbs.
(in words) Fifteen Thousand pounds of desiccated coconut as specified
hereunder :—'

(Sgd.) K. P. G. D. Gunasekare,
Sworn Translator.

D
(Petitioner's
Document)
English translation
of the first four
commencing lines
of the document
marked R 10—

D

(Petitioner's Document)

**English Translation of the first four commencing lines
of the document marked R 10**

The following is the true and accurate English translation of the first four commencing lines of the document marked R 10 bearing the heading ¹⁰ Desiccated Coconut General Export Licence.

“ Messrs. Vavas seur Trading Company Limited of Colombo is hereby permitted to export fifteen thousand pounds only (in words) of desiccated coconut of the description specified hereunder.

Name of Ship :— LEDA MAERSK.

The place where the goods will
be sent :— HALIFAX ”.

V. C. FERNANDO,
Sworn Translator,
209, Hultsdorf Street,
Colombo - 12.

20

R 8

R 8
Application to
Ceylon Coconut
Board by
Vavas seur Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
3-3-68.

**Application to Ceylon Coconut Board by Vavas seur Trading Co., Ltd.,
for Desiccated Coconut Export Licence**

APPLICATION FORM

CEYLON COCONUT BOARD

Application for Desiccated Coconut Export Licence

1. Name of applicant and/or of
shipper & registration No. :—

Vavas seur Trading Co., Ltd.,
S 19.

2. Quantity & grade to be exported :-

R 8
Application to
Ceylon Coconut
Board by
Vavasour Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
3-3-68
—Continued.

<u>CASES</u>	<u>LBS.</u>		
.....Cases (Fine)	@.....lbs.	=	.....
.....Cases (Medium)	@.....lbs.	=	.....
.....Cases (Fancy)	@.....lbs.	=	.....

<u>BAGS</u>	<u>LBS.</u>		
.....Bags (Fine)	@.....lbs.	=	.....
500 Bags (Medium)	@ 100 lbs.	=	50,000 lbs.
.....Bags (Fancy)	@.....lbs.	=	.....

10

Total 50,000 lbs.

3. Name of ship & date of sailing :— “ LEDA MAERSK ” in port

4. (a) Port of Discharge :— HALIFAX

(b) Final Destination :— CANADA

5. Name of Mill/Mills where manufactured & Registration numbers :— Mill Nos. as per reverse.

6. Serial Numbers of the packages :—

7. Sampling & Licencing fees @ -/15 cts. per cwt. or part thereof :—

20 8. Any other information.

I/We hereby declare that the.....cases used for packing.....lbs. of Desiccated Coconut in respect of which an Export Licence is applied for, are all locally made new wooden chests.

I /We hereby declare that the statements contained herein are true and accurate.

Vavasour Trading Co., Ltd.,

Date : 3/3/68

(Sgd.) Illegible
Signature

R 8
Application to
Ceylon Coconut
Board by
Yavasseeur Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
3-3-68
—Continued.

500 bags Medium

M 61 CCB 61				
C 29016	—	29158	—	143
M 67 CCB 67				
B 63933	—	63992	—	60
M 69 CCB 69				
B 44919	—	44943	—	25
M 72 CCB 72				
A 74931	—	74960	—	30
M 87 CCB 87				
A 98874	—	98890	—	17
A 98941	—	98954	—	14
M 94 CCB 94				
A 99897	—	99898	—	2
M 99 CCB 99				
A 54676		54695	—	20
M 100 CCB 100				
A 78942	—	78954	—	13
A 78958		78981	—	24
A 79930	—	79932	—	3
M 104 CCB 104				
B 13969	—	13991	—	23
M 106 CCB 106				
A 80924	—	80937	—	14
M 108 CCB 108				
A 65739	—	65756	—	18
M 109 CCB 109				
A 64932	—	64933	—	2
A 64946	—		—	1
M 119 CCB 119				
A 34746	—	34772	—	27
M 131 CCB 131				
A 60917	—	69042	—	26
M 132 CCB 132				
B 37926	—	37935	—	10
M 135 CCB 135				
A 43762	—	43771	—	10
M 138 CCB 138				
A 68867	—	68884	—	18

500

10

20

30

40

R 11
Desiccated Coconut General Export Licence issued to
Vavasseur Trading Co., Ltd. to export 200,000 lbs.

R 11
Desiccated
Coconut General
Export Licence
issued to Vavasseur
Trading Co., Ltd.
to export
200,000 lbs.—
3-3-68.

Valid for fourteen days from the date of issue නිකුත් කළ දින සිට දින 14 ක් දක්වා වලංගුයි
 1935 අංක 13 දරණ පොල් ද්‍රව්‍ය ආචර, පනත

THE COCONUT PRODUCTS ORDINANCE No. 13 of 1935
 අංක No. K 36254

කපාපු පොල් සිඳුහා සාමාන්‍ය අපනයන බලපත්‍රය
DESICCATED COCONUT GENERAL EXPORT LICENCE

10 කොළඹ, සීමාසහිත වැවසියර් ට්‍රේඩිං සමාගමට
 පහත දැක්වෙන පරිදි කපාපු පොල් රාන්තල් (වචන වලින්) දෙලක්ෂයක් පමණක්
 අපනයනය කිරීමට පෙයින් බලය පැවරේ.
 නැවෙහි නම... LEDA MAFRSK හාණිම යැවෙන ස්ථානය හැලිෆැක්ස්
NOT TRANSFERABLE/NOT NEGOTIABLE අත්සන කිරීම හෝ මාරු කිරීම තහනම්
Mr./Messrs.....
 of..... is/are hereby permitted to export
 per S. S..... to.....
 lbs. (in words).....
 pound

20 of DESICCATED COCONUT as specified hereunder :-

		රාන්තල් lbs.	
පෙට්ටි.....	cases of රා..... (බැගින්) lbs. each (nett) =		
(සියුම්)	(Fine)		
පෙට්ටි.....	cases of රා..... (බැගින්) lbs. ,, =		
(මධ්‍යම/විසිතුරු)	(Medium/Fancy)		
මලු..... 1000.....	paper bags of රා...100... (බැගින්) lbs. ,, =	100,000.....	
(සියුම්)	(Fine)		
මලු..... 1000.....	paper bags of රා...100... (බැගින්) lbs. ,, =	100,000.....	
(මධ්‍යම/විසිතුරු)	(Medium/Fancy)		
30 ,, =		
..... ,, =		
2000		200,000	

නිකුත් කළ දිනය : (Sgd.) (Illegibly)
 Date of issue 1968-3-3. ලංකා පොල් මණ්ඩලයේ කළමනාකරු.
Manager, Ceylon Coconut Board.

(Reverse of the Form)
The following is the English translation of the Sinhala version appearing in the first four commencing lines of this document overleaf :-

'Messrs. Vavasseur Trading Co. Ltd., of Colombo are hereby permitted to export per s.s.....
 to Halifax..... lbs.
 (in words) Two Hundred Thousand pounds of desiccated coconut as specified hereunder :—'

(Sgd.) K. P. G. D. Gunasekare,
 Sworn Translator.

R 12
Desiccated
Coconut General
Export Licence
issued to Vavasour
Trading Co., Ltd.
to export
185,000 lbs.—
3-3-68.

R 12
Desiccated Coconut General Export Licence issued to
Vavasour Trading Co., Ltd. to export 185,000 lbs.

Valid for fourteen days from the date of issue නිකුත් කළ දින සිට දින 14 ක් දක්වා වලංගුයි

1935 අංක 13 දරණ පොල් උව්‍ය ආඥා පනත

THE COCONUT PRODUCTS ORDINANCE No. 13 of 1935

අංක No. K 36253

කපාපු පොල් සඳහා සාමාන්‍ය අපනයන බලපත්‍රය
DESICCATED COCONUT GENERAL EXPORT LICENCE

කොළඹ, සීමාසහිත වැවසියර් ට්‍රේඩිං සමාගමට 10

පහත දැක්වෙන පරිදි කපාපු පොල් රාත්තල් (වටන වළින්) එක් ලක්ෂ අසූ පන් දහක් පමණක් අපනයනය කිරීමට මෙයින් බලය පැවරේ.

නැවෙහි නම LEDA MAERSK හාණය යැවෙන ස්ථානය හැල්ෆැක්ස්

NOT TRANSFERABLE/NOT NEGOTIABLE අත්සතු කිරීම හෝ මාරු කිරීම තහනම්

Mr./Messrs.....

of..... is/are hereby permitted to export

per S. S..... to.....

..... lbs. (in words).....

..... pound

of DESICCATED COCONUT as specified hereunder :- 20

	රාත්තල් lbs.
පෙට්ටි..... cases of රා..... (බැගින්) lbs. each (nett) =.....	
(සියුම්) (Fine)	
පෙට්ටි..... cases of රා..... (බැගින්) lbs. ,, =.....	
(මධ්‍යම/විසිතුරු) (Medium/Fancy)	
මලු..... 1850..... paper bags of රා..... 100..... (බැගින්) lbs. ,, =..... 185,000.....	
(සියුම්) (Fine)	
මලු..... paper bags of රා..... (බැගින්) lbs. ,, =.....	
(මධ්‍යම/විසිතුරු) (Medium/Fancy)	
..... ,, =..... 30	
..... ,, =.....	
<u>1850</u>	<u>185,000</u>

නිකුත් කළ දිනය :
Date of issue 1968-3-3.

(Sgd.) (Illegibly)
ලංකා පොල් මණ්ඩලයේ කළමනාකරු.
Manager, Ceylon Coconut Board.

(Reverse of the Form)

The following is the English translation of the Sinhala version appearing in the first four commencing lines of this document overleaf :-

'Messrs. Vavasour Trading Co. Ltd., of Colombo are hereby permitted to export per s.s..... to Halifax..... lbs. (in words) One Hundred and Eighty-Five Thousand pounds of desiccated coconut as specified hereunder :—'

(Sgd.) K. P. G. D. Gunasekare,
Sworn Translator.

R 16

Application under Section 58 of the Customs Ordinance in respect
of 4,000 bags of Desiccated Coconut

R 16
Application under
Section 58 of the
Customs Ordinance
in respect of 4,000
bags of Desiccated
Coconut—
3-3-68.

THE PRINCIPAL COLLECTOR OF CUSTOMS,
COLOMBO.

VAVASSEUR TRADING CO., LTD.,
Telephone : 4381
51—53, Queen Street,
COLOMBO.

Sir,

We intend to Ship the undermentioned cargo per S. S. LEDA MAERSK for HALIFAX.
10 The duty and dues on this cargo will be secured by means of Current Account.

Marks	No. of Packages	Description of Goods	Weight	Rate of Duty	Duty & Dues
As Per Reverse	4,000 Bags	Desiccated Coconut	400,000 lbs.	@ Rs. 626.85 Per Ton	
				DUTY	111,937.50
				Cesses Rs.	2,267.86
				Rs. 12/70 Per Ton	114,205.36
				-/12 Per Bag Dues Rs.	480.00
					<u>114,685.36</u>

20 F. O. B. VALUE Rs. 378,338/61

We, VAVASSEUR TRADING CO., LTD., hereby declare that the above goods are being exported to fulfilment of the Contract registered under No. 18114 & 18118 of JUNE 68 and claim that the rate of duty applicable is Rs. 626.85 per Ton.

18114 — 300,000 lbs.
18118 — 100,000 lbs.

400,000 lbs.

VAVASSEUR TRADING CO., LTD.

(Sgd.) S. RASANAYAGAM
Signature of Shipper

30 Date, 3RD MARCH, 1968

FOR CUSTOMS USE ONLY

H. M. CUSTOMS
COLOMBO

(1) 18114 — 300,000 lbs.

No. (2) 18118 — 100,000 lbs. Contract Registered
(1) 68-6-30
Valid Up to (2) 68-7-30

Duty Payable at Rs. 626.85 per Ton

 LBS.

40
Date, 68-3-3.

(Sgd.)
Registering Officer

R 16
Application under
Section 58 of the
Customs Ordinance
in respect of 4,000
bags of Desiccated
Coconut—
3-3-68
—Continued.

L. C.

Serial No.

Duty and Dues Checked

(Sgd.)

Security Officer

C. E. O.

Duty and Dues Secured as per Folio No.

(Sgd.)

Ledger Clerk

Date,

AAA	—	100	Bags	
BBB	—	100	"	10
CCC	—	100	"	
DDD	—	100	"	
EEE	—	100	"	
FFF	—	100	"	
GGG	—	100	"	
HHH	—	100	"	
III	—	100	"	
JJJ	—	100	"	
KKK	—	100	"	
LLL	—	100	"	20
MMM	—	100	"	
NNN	—	100	"	
OOO	—	100	"	
PPP	—	100	"	
QQQ	—	100	"	
RRR	—	100	"	
SSS	—	100	"	
TTT	—	100	"	
UUU	—	100	"	
VVV	—	100	"	30
WWW	—	100	"	
XXX	—	100	"	
YYY	—	100	"	
ZZZ	—	100	"	
AAB	—	100	"	
AAC	—	100	"	
AAD	—	100	"	
AAE	—	100	"	
FINE				
AAA	—	100	"	40
BBB	—	100	"	
CCC	—	100	"	
DDD	—	100	"	
EEE	—	100	"	
FFF	—	100	"	
GGG	—	100	"	
HHH	—	100	"	
III	—	100	"	
JJJ	—	100	"	
Medium				50
		4000	Bags	Each Bag 100 lbs. Nett

R 22

**Application for an Exchange Control Permit
to Export 50,000 lbs. of Desiccated Coconut**

Exchange Control 7
Form H 2
(H 2* S. & E) 1/64

R 22
Application for an
Exchange Control
Permit to Export
50,000 lbs. of
Desiccated
Coconut—
3-3-68.

Serial No. G38/68/CAN/44
To be inserted by authorised dealer

To be submitted to exporter's bank with Form CD 2 ; or to the Controller of Exchange in
10 terms of special arrangements made with the Controller if documents are not to be
passed through medium of a bank. After approval to be submitted to the Customs at
time of Shipment.

If transshipment at a sterling area (Scheduled Territories) port is necessary, approved
DUPLICATE COPY should be attached to Captain's Copy of Bill of Lading.

CEYLON

EXCHANGE CONTROL ACT, No. 24 OF 1953

**EXPORT TO COUNTRIES IN THE NON-STERLING AREA (NON-SCHEDULED
TERRITORIES) OF GOODS CONSIGNED TO THE ORDER OF A PERSON IN
THE STERLING AREA (SCHEDULED TERRITORIES) OUTSIDE CEYLON**

20 (N.B.— Please read Notes on reverse of this form.) (See page 68 of the
PARTICULARS Record of Proceedings)

1.	Name and address of exporter	Vavasour Trading Co. Ltd. P. O. Box 163 Colombo.
2.	Name and address of sterling area (Scheduled Territories) buyer	J. H. Vavasour & Co., Ltd., London E.C. 3
3.	Name and address of non-sterling area (Non-Scheduled Territories) consignee	
4.	Country of destination of goods	Canada
5.	Description of goods	Desiccated Coconut
	Quantity	50,000 lbs. — Traders A/c.
30	Full invoice value of the goods (state whether c.i.f., c. & f. or f.o.b.)	£. 3371/13/0 F.O.B.

To THE CONTROLLER OF EXCHANGE, DEPARTMENT OF EXCHANGE CONTROL, CENTRAL BANK
OF CEYLON, COLOMBO.

I/We the undersigned request that I/we may be granted a permit to export goods in
accordance with the details given above. I/We attach a declaration and undertaking on
Form CD 2 as to the manner in which payment for the goods is to be/has been recovered.

*I/We have obtained permit No.....from the Controller of Exports.

VAVASSEUR TRADING CO. LTD.

(Sgd.)

Signature

40

Date : 3/3/68

R 22
 Application for an
 Exchange Control
 Permit to Export
 50,000 lbs. of
 Desiccated
 Coconut —
 3-3-68
 —Continued.

Permission granted under the Exchange Control Act, No. 24 of 1953, on behalf of the Controller of Exchange, Central Bank of Ceylon, Colombo, for export of the goods detailed above, subject to the condition that you comply with the undertakings subscribed to by you in the declaration on page 2 of the Form CD 2 furnished by you in respect of the goods, within the period specified.

(BILL OF LADING PASSED.
 Intld. Illegible
 Date : 7/3/68 Customs Officer)

(Sgd.) A. K. KANAGASUNDERAM
 4-3-68.

VALID FOR ONE MONTH FROM DATE OF ISSUE

<p><i>(This need not be completed before issue of above licence, but MUST be completed by exporter before shipment).</i></p> <p style="text-align: center;">PARTICULARS OF SHIPMENT AS THEY APPEAR IN BILL OF LADING</p> <p>6. Name of Exporting Vessel : LEDA MAERSK</p> <p>7. Port of final discharge : HALIFAX</p> <p>8. Port of transshipment (if any).....</p> <p>9. Marks and Numbers of Packages : as per reverse</p> <p>10. Quantity Exported : 50,000 lbs.</p>	<p style="text-align: right;">10</p> <p style="text-align: center;">(To be completed by the Customs/Postal Authorities)</p> <p>To : THE CONTROLLER OF EXCHANGE, DEPARTMENT OF EXCHANGE CONTROL, CENTRAL BANK OF CEYLON, COLOMBO.</p> <p>Quantity Exported : 50,000 lbs. (by unit shown in cage 5)</p> <p>Date of Export : 14/3 20</p> <p>Permit returned. Particulars shown by shipper correspond with those appearing on the Bill of Lading.</p> <p style="text-align: center;">(Seal H. M. CUSTOMS—COLOMBO (Intld.) Illegible 17/3) Customs/Postal Stamp and initials of Checking Officer. Date :.....</p>
--	---

*To be furnished where the goods are subject to Export Licence from the Controller of Exports.

(Reverse of the Form : For Notes to Exporter, see page 68 of the record.) 30

KKK
 MEDIUM — 100 Bags

LLL
 MEDIUM — 100 „

MMM
 MEDIUM — 100 „

NNN
 MEDIUM — 100 „

OOO
 MEDIUM — 100 „ 40

500 Bags Each Bag 100 lbs. Nett.

R 13

Desiccated Coconut General Export Licence issued to Vavasseur Trading Co., Ltd. to export 50,000 lbs.

R 13 Desiccated Coconut General Export Licence issued to Vavasseur Trading Co., Ltd. to export 50,000 lbs.— 4-3-68.

Valid for fourteen days from the date of issue නිකුත් කළ දින සිට දින 14 ක් දක්වා වලංගුයි 1935 අංක 13 දරණ පොල් ප්‍රධාන ආඥා පනත

THE COCONUT PRODUCTS ORDINANCE No. 13 of 1935

අංක No. K 36270

කපාපු පොල් සඳහා සාමාන්‍ය අපනයන බලපත්‍රය DESICCATED COCONUT GENERAL EXPORT LICENCE

10 කොළඹ, සීමාසහිත වැවසියර් ට්‍රේඩිං. සහගමට පහත දැක්වෙන පරිදි කපාපු පොල් රාන්තල් (වචන වලින්) පනස් දහක් පමණක් අපනයනය කිරීමට මෙයින් බලය පැවරේ. නැවෙහි නම LEDA MAERSK භාණ්ඩ යැවෙන ස්ථානය හැල්ෆැක්ස් NOT TRANSFERABLE/NOT NEGOTIABLE අන්‍යකු කිරීම හෝ මාරු කිරීම නොහැටි Mr./Messrs. of is/are hereby permitted to export per S. S. to lbs. (in words) pound

20 of DESICCATED COCONUT as specified hereunder :-

Table with 3 columns: Description in Sinhala, Description in English, and Weight in lbs. Rows include 'පෙට්ටි (සියුම්) cases of රා. (බැගින්) lbs. each (nett) =', 'පෙට්ටි (මධ්‍යම/විසිතුරු) cases of රා. (බැගින්) lbs. ,, =', 'මලු (සියුම්) paper bags of රා. (බැගින්) lbs. ,, =', and 'මලු 500 (මධ්‍යම/විසිතුරු) paper bags of රා. 100 (බැගින්) lbs. ,, = 50,000'. Total 500 lbs. = 50,000 lbs.

නිකුත් කළ දිනය : 1968-3-4. (Sgd.) Illegibly (පොල පොල් පනතේ මූලාශ්‍රයේ කළමනාකරු. Manager, Ceylon Coconut Board.

(Reverse of the Form)

The following is the English translation of the Sinhala version appearing in the first four commencing lines of this document overleaf :-

'Messrs. Vavasseur Trading Co. Ltd., of Colombo are hereby permitted to export per s.s. to Halifax lbs.

40 (in words) Fifty Thousand pounds of desiccated coconut as specified hereunder :—'

(Sgd.) K. P. G. D. Gunasekare, Sworn Translator.

R 9
Application to
Ceylon Coconut
Board by
Vavasseur Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
7-3-68.

R 9

Application to Ceylon Coconut Board by Vavasseur Trading Co., Ltd.,
for Desiccated Coconut Export Licence

APPLICATION FORM

CEYLON COCONUT BOARD

Application for Desiccated Coconut Export Licence

1. Name of applicant and/or of shipper & registration No. :— Vavasseur Trading Co., Ltd.,
S 19.

2. Quantity & grade to be exported :—

<u>CASES</u>	<u>LBS.</u>	10
.....Cases (Fine)	@.....lbs. =	.....
.....Cases (Medium)	@.....lbs. =	.....
.....Cases (Fancy)	@.....lbs. =	.....
<u>BAGS</u>	<u>LBS.</u>	
.....Bags (Fine)	@.....lbs. =	.....
500 Bags (Medium)	@.....100 lbs. =	.....50,000 lbs.
.....Bags (Fancy)	@.....lbs. =	.....
Total		50,000 lbs.

3. Name of ship & date of sailing :— " LEDA MAERSK " in port

4. (a) Port of Discharge :— HALIFAX 20

(b) Final Destination :— CANADA

5. Name of Mill/Mills where manufactured & Registration numbers :— Mill Nos. as per reverse.

6. Serial Numbers of the packages :—

7. Sampling & Licensing fees @ -/15 cts. per cwt. or part thereof :—

8. Any other information.

I/We hereby declare that the.....cases used for packing.....
lbs. of Desiccated Coconut in respect of which an Export Licence is applied for, are all locally
made new wooden chests. 30

I /We hereby declare that the statements contained herein are true and accurate.

Vavasseur Trading Co., Ltd,

Date : 7/3/68

(Sgd.) Illegibly
Signature

500 bags Medium

	M 61 CCB 61			
	C 29157	—	29208	— 50
	M 70 CCB 70			
	A 68876	—	68949	— 74
	A 68977	—	68987	— 11
	M 84 CCB 84			
	B 01866	—	01882	— 17
	B 01893	—	01925	— 33
10	M 86 CCB 86			
	A 92734	—	92753	— 20
	M 87 CCB 87			
	A 98955	—	99000	— 46
	M 95 CCB 95			
	A 80740	—	80742	— 3
	M 98 CCB 98			
	B 05954	—	05993	— 40
	M 99 CCB 99			
	A 54716	—	54734	— 19
20	M 106 CCB 106			
	A 80938	—	80988	— 51
	M 109 CCB 109			
	A 65720	—	65726	— 7
	M 128 CCB 128			
	A 76933	—	—	1
	M 131 CCB 131			
	A 59877	—	59891	— 15
	M 138 CCB 138			
	A 68897	—	68911	— 15
30	M 141 CCB 141			
	A 64875	—	64904	— 30
	M 81 CCB 81			
	A 66940	—	66957	— 18
	M 117 CCB 117			
	A 51819	—	51845	— 27
	M 134 CCB 134			
	A 35835	—	35857	— 23

500 Bags

R 9
 Application to
 Ceylon Coconut
 Board by
 Vavasour Trading
 Co., Ltd., for
 Desiccated Coconut
 Export Licence—
 7-3-68
 —Continued.

R 17
Application under
Section 58 of the
Customs Ordinance
in respect of 500
bags of
Desiccated
Coconut —
7-3-68.

R 17

Application under Section 58 of the Customs Ordinance in respect
of 500 bags of Desiccated Coconut

O/No — 701

THE PRINCIPAL COLLECTOR OF CUSTOMS,
COLOMBO

VAVASSEUR TRADING CO., LTD.,
Telephone : 4381
51 — 53, Queen Street,
COLOMBO

Sir,

We intend to Ship the undermentioned cargo per S.S. L E D A M A E R S K for
HALIFAX. The duty and dues on this cargo will be secured by means of Current Account. 10

Marks	No. of Packages	Description of Goods	Weight	Rate of Duty	Duty & Dues
As Per Reverse					
		500 Bags Desiccated Coconut			
			50,000 lbs. Per Ton	@ Rs. 626/85	
			Duty	Rs. 13,992.19	
			Cesses	Rs. 283.48	
				Rs. 14,275.67	
		Dues -/12		Rs. 60.00	20
				Rs. 14,335.67	

F. O. B. VALUE Rs. 47,292/82.

We, VAVASSEUR TRADING CO., LTD., hereby declare that the above goods are being
exported to fulfilment of the Contract registered under No. 18118 of July 68 and claim
that the rate of duty applicable is Rs. 626/85 per Ton.

18118 — 50,000 lbs.

VAVASSEUR TRADING CO., LTD.,
(Sgd.) S. RASANAYAGAM

Date : 7/3/68.

Signature of Shipper

FOR CUSTOMS USE ONLY

H. M. CUSTOMS
COLOMBO

80

No. 18118 —

Contract Registered

Valid up to 68-7-30

Duty Payable at Rs. 626.85 per Ton

50,000 LBS.

Date: 68-3-7.

(Sgd.)
Registering Officer.

L. C.

Serial No.

Duty and Dues Checked

R 17
Application under
Section 58 of the
Customs Ordinance
in respect of 500
bags of Desiccated
Coconut—
7-3-68
— *Continued.*

Intld.
Security Officer.

C. E. O.

Duty and Dues Secured as per Folio No.

Date.....

Intld.
Ledger Clerk

(Reverse of the Form)

	P. P. P.	—	100	Bags	
10	Q Q Q	—	100	„	
	R R R	—	100	„	
	S S S	—	100	„	
	T T T	—	100	„	
	Medium		<u>500</u>	Bags	Each Bag 100 lbs. Nett.

R 18

Application under Section 58 of the Customs Ordinance in respect
of 500 bags of Desiccated Coconut

R 18
Application under
Section 58 of the
Customs Ordinance
in respect of 500
bags of Desiccated
Coconut—
7-3-68.

20 THE PRINCIPAL COLLECTOR OF CUSTOMS,
COLOMBO.

VAVASSEUR TRADING CO., LTD.,
Telephone : 4381
51 — 53, Queen Street,
COLOMBO

Sir,

We intend to Ship the undermentioned cargo per S.S. L E D A M A E R S K for
HALIFAX The duty and dues on this cargo will be secured by means of Current Account

Marks	No. of Packages	Description of Goods	Weight	Rate of Duty	Duty & Dues
-------	--------------------	-------------------------	--------	-----------------	-------------

As Per Reverse

500 Bags of Desiccated Coconut 50,000 lbs.

Duty @ Rs. 651/12 Per Ton

30	Duty	Rs. 14,533·93
	F. A. M.	Rs. 111·61
	Cesses	Rs. 171·88
		<u>14,817·42</u>
	Dues -/12 Per Bag	Rs. 60·00
		<u>Rs. 14,877·42</u>

F. O. B. VALUE Rs. 47,292/32

R 18
Application under
Section 58 of the
Customs Ordinance
in respect of 500
bags of Desiccated
Coconut -
7-3-68
-Continued.

We, VAVASSEUR TRADING CO., LTD., hereby declare that the above goods are being
exported to fulfilment of the Contract registered under No.....of.....and claim
that the rate of duty applicable is.....per Ton.

VAVASSEUR TRADING CO., LTD.,

(Sgd.) S. RASANAYAGAM

Signature of Shipper

Date : 7-3-68

FOR CUSTOMS USE ONLY

H. M. CUSTOMS
COLOMBO.

10

No.

Contract Registered

Valid Up to

Duty Payable at.....

.....LBS.

Registering Officer.

Date :

L. C.

Serial No.

Duty and Dues Checked

(Sgd.)

Security Officer.

20

C. E. O.

Duty and Dues Secured as per Folio No.

Intld.....

Ledger Clerk

Date,

(Reverse of the Form)

K K K — 100 Bags

L L L — 100 „

M M M — 100 „

N N N — 100 „

O O O — 100 „

Medium — 500 Bags Each Bag 100 lbs. Nett.

30

R 23

**Application for an Exchange Control Permit
to Export 50,000 lbs. of Desiccated Coconut**

Exchange Control 7
Form H 2
(H 2* S. & E.) 1/64

R 23
Application for an
Exchange Control
Permit to Export
50,000 lbs. of
Desiccated
Coconut—
7-3-68.

Serial No. G38/68/CAN/55
To be inserted by authorised dealer

To be submitted to exporter's bank with Form CD 2 ; or to the Controller of Exchange in
10 terms of special arrangements made with the Controller if documents are not to be passed
through medium of a bank. After approval to be submitted to the Customs at time of
Shipment.

If transshipment at a sterling area (Scheduled Territories) port is necessary, approved
DUPLICATE COPY should be attached to Captain's Copy of Bill of Lading.

CEYLON

EXCHANGE CONTROL ACT, No. 24 OF 1953

**EXPORT TO COUNTRIES IN THE NON-STERLING AREA (NON-SCHEDULED
TERRITORIES) OF GOODS CONSIGNED TO THE ORDER OF A PERSON IN
THE STERLING AREA (SCHEDULED TERRITORIES) OUTSIDE CEYLON**

20 (N.B.— Please read Notes on reverse of this form.) (See page 68 of the
Record of Proceedings)

PARTICULARS

1.	Name and address of exporter	Vavasour Trading Co. Ltd., P.O. Box 163 Colombo.
2.	Name and address of sterling area (Scheduled Territories) buyer	J. H. Vavasour & Co. Ltd., London E.C. 3
3.	Name and address of non-sterling area (Non-Scheduled Territories) consignee	
4.	Country of destination of goods	Canada
5.	Description of goods	Desiccated Coconut
30	Quantity	50,000 lbs. — Traders A/c.
	Full invoice value of the goods (state whether c.i.f., c. & f. or f.o.b.)	£. 3371/13/0 F.O.B.

To THE CONTROLLER OF EXCHANGE, DEPARTMENT OF EXCHANGE CONTROL, CENTRAL BANK
OF CEYLON, COLOMBO.

I/We the undersigned request that I/we may be granted a permit to export goods in
accordance with the details given above. I/We attach a declaration and undertaking on
Form CD 2 as to the manner in which payment for the goods is to be/has been recovered.

*I/We have obtained permit No.....from the Controller of Exports.

VAVASSEUR TRADING CO. LTD.
(Sgd.)

40 Date : 7/3/68

Signature

R 14

**Desiccated Coconut General Export Licence issued to
Vavasseur Trading Co., Ltd. to export 50,000 lbs.**

R 14
Desiccated
Coconut General
Export Licence
issued to Vavasseur
Trading Co., Ltd.
to Export
50,000 lbs.
of Desiccated
Coconut—
9-3-68.

Valid for fourteen days from the date of issue

නිකුත් කළ දින සිට දින 14 ක් දක්වා වලංගුයි

1935 අංක 13 අර්ථ පොල් ප්‍රධාන ආදාය පනත
THE COCONUT PRODUCTS ORDINANCE No. 13 of 1935

අංක No. K 36371

**කපාපු පොල් සිඳුහා සාමාන්‍ය අපනයන බලපත්‍රය
DESICCATED COCONUT GENERAL EXPORT LICENCE**

10 කොළඹ, සිමාසහිත වැවසියර් ට්‍රේඩිං කොමර්ස් කොපරේටිව් පහත දැක්වෙන පරිදි කපාපු පොල් රාන්තල්..... (වචන වලින්) පහස් දහස් පමණක්
..... අපනයනය කිරීමට මෙයින් බලය පැවරේ.
නැවෙහි නම LEDA MAERSK හාණ්ඩ යැවෙන සාධනය... හැලිපැක්ස්.....
NOT TRANSFERABLE/NOT NEGOTIABLE අන්සතු කිරීම හෝ මාරු කිරීම තහනම්
Mr./Messrs.....
of..... is/are hereby permitted to export
per S. S..... to.....
.....lbs. (in words).....
..... pound

20 of DESICCATED COCONUT as specified hereunder :-

පෙට්ටි..... (සියුම්)	cases of රා..... (බැගින්) lbs. each (nett)	=	රාන්තල් lbs.
පෙට්ටි..... (මධ්‍යම/විසිතුරු)	cases of රා..... (බැගින්) lbs. ,,	=	
මලු..... (සියුම්)	paper bags of රා..... (බැගින්) lbs. ,,	=	
මලු..... 500..... (මධ්‍යම/විසිතුරු)	paper bags of රා.100 (බැගින්) lbs. ,,	=	50,000
..... ,,	=	
..... ,,	=	
<u>500</u>			<u>50,000</u>

30 නිකුත් කළ දිනය :
Date of issue : 1968-3-9.
(Sgd.) (Illegibly)
ලංකා පොල් මණ්ඩලයේ කළමනාකරු.
Manager, Ceylon Coconut Board.

(Reverse of the Form)

The following is the English translation of the Sinhala version appearing in the first four commencing lines of this document overleaf :-

'Messrs. Vavasseur Trading Co., Ltd., of Colombo are hereby permitted to export per s.s.....
..... to Halifax..... lbs.
(in words) Fifty Thousand pounds of desiccated coconut as specified hereunder :-'

40 (Sgd.) K. P. G. D. Gunasekare,
Sworn Translator.

R 65

**Application for an Exchange Control Permit
to Export 50,000 lbs. of Desiccated Coconut**

R 65
Application for an
Exchange Control
Permit to Export
50,000 lbs. of
Desiccated
Coconut---
12-3-68

Exchange Control 7
Form H 2
(H 2* S. & E.) 1/64

Serial No. N68/UK/190
To be inserted by authorised dealer

To be submitted to exporter's bank with Form CD 2 ; or to the Controller of Exchange in
10 terms of special arrangements made with the Controller if documents are not to be passed
through medium of a bank. After approval to be submitted to the Customs at time of
Shipment.

**If transhipment at a sterling area (Scheduled Territories) port is necessary, approved
DUPLICATE COPY should be attached to Captain's Copy of Bill of Lading.**

CEYLON

EXCHANGE CONTROL ACT, No. 24 OF 1958

**EXPORT TO COUNTRIES IN THE NON-STERLING AREA (NON-SCHEDULED
TERRITORIES) OF GOODS CONSIGNED TO THE ORDER OF A PERSON IN
THE STERLING AREA (SCHEDULED TERRITORIES) OUTSIDE CEYLON**

20 (N.B.— Please read Notes on reverse of this form.) (See page 68 of the
PARTICULARS Record of Proceedings)

1.	Name and address of exporter	Vavas seur Trading Co. Ltd., P.O. Box 163 Colombo.
2.	Name and address of sterling area (Scheduled Territories) buyer	J. H. Vavas seur & Co. Ltd., London E.C. 3
3.	Name and address of non-sterling area (Non-Scheduled Territories) consignee	
4.	Country of destination of goods	Canada
5.	Description of goods	Desiccated Coconut
30	Quantity	50,000 lbs.
	Full invoice value of the goods (state whether c.i.f., c. & f. or f.o.b.)	£. 3,358/5/2 F.O.B.

To THE CONTROLLER OF EXCHANGE, DEPARTMENT OF EXCHANGE CONTROL, CENTRAL BANK
OF CEYLON, COLOMBO.

I/We the undersigned request that I/we may be granted a permit to export goods in
accordance with the details given above. I/We attach a declaration and undertaking on
Form CD 2 as to the manner in which payment for the goods is to be/has been recovered.

*I/We have obtained permit No.....from the Controller of Exports.

VAVASSEUR TRADING CO. LTD.

40 Date : 12/3/68

(Sgd.)

Signature

Permission granted under the Exchange Control Act, No. 24 of 1953, on behalf of the Controller of Exchange, Central Bank of Ceylon, Colombo, for export of the goods detailed above, subject to the condition that you comply with the undertakings subscribed to by you in the declaration on page 2 of the Form CD 2 furnished by you in respect of the goods, within the period specified.

R 65
Application for an
Exchange Control
Permit to Export
50,000 lbs. of
Desiccated
Coconut—
12-3-68
—Continued.

NATIONAL AND GRINDLAYS BANK LTD.

(BILL OF LADING PASSED
Intld. Illegible
Date 4/4/68 Customs Officer)

15th March, 1968

(Sgd.) N. SIVALINGAM
pro. Manager

10

VALID FOR ONE MONTH FROM DATE OF ISSUE

(This need not be completed before issue of above licence, but MUST be completed by exporter before shipment.)

**PARTICULARS OF SHIPMENT
AS THEY APPEAR IN BILL OF LADING**

- 6. Name of Exporting Vessel : JOHANNES
MAERSK
- 20 7. Port of final discharge : HALIFAX
- 8. Port of transhipment (if any).....
- 9. Marks and Numbers
of Packages : Vide o'leaf
- 10. Quantity Exported : 50,000 lbs.

**(To be completed by the
Customs/Postal Authorities.)**

To : THE CONTROLLER OF EXCHANGE,
DEPARTMENT OF EXCHANGE CONTROL,
CENTRAL BANK OF CEYLON, COLOMBO.

Quantity Exported : 40,000 lbs.
(by unit shown in cage 5)

Date of Export : 6/4

Permit returned. Particulars shown by
shipper correspond with those appear-
ing on the Bill of Lading.

(Seal : H. M. CUSTOMS—COLOMBO.
(Intld.) Illegible 8/4)
Customs/Postal Stamp and initials of
Checking Officer.
Date :

*To be furnished where the goods are subject to Export Licence from the Controller of Exports.

(Reverse of the Form : For Notes to Exporter, see page 68 of the record)

30	PFF	—	100 Bags
	MEDIUM	—	
	PGG	—	100 „
	MEDIUM	—	
	PHH	—	100 „
	MEDIUM	—	
	PII	—	100 „
	MEDIUM	—	
	PJJ	—	100 „
	MEDIUM	—	
40			<u>500 Bags</u>

Cable address

Maerskline
Copenhagen

Maerskline
New York

(CONTINUED FROM FRONT PAGE)

MAERSK LINE

FAR EAST & AFRICA SERVICES

(DAMPSKIBSSELSKABET AF 1912; AKTIESELSKAB - AKTIESELSKABET DAMPSKIBSSELSKABET SVENDBORG)

Managed by A. P. MOLLER, Copenhagen

MOLLER STEAMSHIP COMPANY, INC.

GENERAL AGENTS IN U.S.A. FOR A.P. MOLLER, COPENHAGEN

67 BROAD STREET NEW YORK 4, N. Y., TELEPHONE: HANOVER 2-1500

UNITED STATES AGENTS	EASTERN AGENTS (Continued)	EASTERN AGENTS (Continued)	AFRICAN AGENTS (Continued)
SAN FRANCISCO FRED OLSEN LINE AGENCY, LTD. Merchants Exchange Building Room 200 465, California Street, San Francisco 4, California.	FREE TOWN SCANDINAVIAN SHIPPING AGENCIES Ltd. 1, College Road P. O. Box No. 130, Free Town, Sierra Leone	PHNOM-PENH SOCIETE CAMBODGIENNE DE CONSIGNATION DE NAVIRE ET DE TRANSIT 2 Vithei Oknha Santhor Mok, Boite Postale 318, Phonm-Penh, Cambodia.	DURBAN ...THE EAST ASIATIC (S.A.) (Pty.) Ltd. Whytock Building 399, Smith Street, P. O. Box No. 101, Durban, Natal, South Africa.
LOS ANGELES MAERSK LINE AGENCY 612, South Flower Street, Los Angeles California U.S.A.	HONG KONG JEBSEN & Co., P. O. Box 97 12, Puddar Street, Hong Kong	MEDAN BELEWAN DELI P. N. DJAKARTA LLOYD FOREIGN AGENCIES & TERMINALS UNIT EX P. N. TRI BHAKTI, Jalan Kesentian 4, P. O. Box 240, Medan Sumatra, Republic of Indonesia	CAPETOWN ...THE EAST ASIATIC Co., (S.A.) (Pty.) Ltd., Federal Building, 8th Floor Tulbagh Square P. O. Box 1526, Capetown, South Africa.
SAVANNAH SMITH & KELLY COMPANY Ocean Steamship Co. Building P. O. Box 1639 Savannah, Ga.	KEELUNG TAIT & Co., LTD. P. O. Box 66, Taipei, Taiwan.	DJAKARTA P. N. DJAKARTA LLOYD FOREIGN AGENCIES DIVISION, P. O. Box 237, Kramat Raya 4-6, Djakarta, Republic of Indonesia	LAGOS/APAPA PORT-HARCOURT ...JOHN HOLT SHIPPING SERVICES, Ltd. 149/52, Broad Street, P. O. Box No. 1013, Lagos, NIGERIA.
NORFOLK-NEWPORT NEWS DICHMANN, WRIGHT & PUGH, INC. 411, New Monroe Building, 254, Granby Street, Norfolk 10, Virginia	TOKYO—YOKOHAMA—SHIMIZU—NAGOYA—OSAKA—KOBE—MOJI MAERSK LINE, LIMITED. (Japan Branch) Central P. O. Box 506 Tokyo, Japan.	COCHIN HARRISONS & CROSFIELD LTD., P. O. Box 202, Aerodrome Road, Willingdon Islands, Cochin 3.	MATADI ...AGETRAF, S.C.A.R.L. 3, Rue de Vivi, P. O. Box 36, Matadi, Congo Republique
BALTIMORE ROBERT C. HERD & Co., INC. Mercantile Trust Building, Baltimore 2, Md.	BANGKOK MAERSK LINE Bangkok Branch Sathorn Road 231/2 P. O. Box No. 692, Bangkok, Thailand.	ALLEPPEY N. C. JOHN & SONS, Alleppey, South India.	DOULA ...SOCIETE NAVALE DELMAS VEILJEUX, P. O. Box No. 263, Douala, Camerouns
PHILADELPHIA B.H. SOBELMAN & Co., INC. 248, Bourse Building Philadelphia 6, Pa	SINGAPORE ANGLO AMERICAN CORP., LTD. 7th Floor, Denmark House, Raffles Quay, P. O. Box 658, Singapore 1.	ADEN L. SAVON & RIES (Thabet Shipping) Co., Ltd., Crater, Aden, Arabia.	ABIDJAN ...SOCIETE NAVALE DELMAS-VEILJEUX, 17, Avenue Louis Barthe, P. O. Box No. 1281, Abidjan, Ivory Coast.
BOSTON SPRAGUE STEAMSHIP Co., 125, High Street, Boston 10, Mass.	PENANG J. H. VAVASSEUR & Co., (M) LTD. 9, Weld Quay, P. O. Box 309, Penang, Malaya.	AFRICAN AGENTS THE EAST ASIATIC Co., (S.A.) (Pty.) Ltd., 31/32, Lowcliffe House, Main Street, P. O. Box 859, Port Elizabeth, South Africa.	MONROVIA ...LIBERIA TRADING CORPORATION, P. O. Box No. 125, Monrovia, Liberia.
MONTREAL THE ROBERT REFORD Co., LTD. 221, St. Sacrament Street, Montreal 1, Quebec, Canada.	PORT SWETTENHAM SOCFIN CO., LTD. P. O. Box 11, Port Swettenham, Malaya.		
HALIFAX NEW FOUNDLAND CANADA STEAMSHIP Ltd. 10, Sackville Street, P. O. Box No. 821, Halifax, Canada.	KUALA LUMPUR SOCFIN CO., LTD. P. O. Box 330, Kuala Lumpur, Malaya.		
PANAMA CANAL C. B. FENTON & Co., INC. Cristobal, Canal Zone.	SAIGON PLANTATIONS DES TERRES ROUGES, 236, Duong Cong-ly Saigon, Vietnam.		
MANILA-CEBU ILOILO CIA. GENERALDETABACOS DE FILIPINAS P. O. Box 143, 848, Marqueta de Comillas Manila, P.I.			

This bill of Lading to be used only for shipments from an ocean port which are (a) for direct delivery to port of discharge of the vessel or (b) going forward by rail vessel or other conveyance from the port of discharge of the vessel

The word "Steamer" or "Steamship" where used herein shall be read to mean motor vessel if so propelled.

SHIPPED on board by the shippers hereinafter named, the goods or packages said to contain Goods (hereinafter called Goods) hereinafter mentioned, in apparent good order and condition, unless otherwise indicated in this bill of lading, to be transported by the vessel named, subject to all the terms of this bill of lading on this page and front page, on the basis of which the freight is fixed with liberty to proceed via any port or ports within the scope of the voyage described herein to the port of discharge, or so near thereto as the ship can safely get, and there to be delivered or transhipped subject to ship's engagements not hereby disclosed. All particulars herein mentioned of the goods except only the numbers of the packages, are those declared by the shippers and are unknown to the carriers, and shall not constitute as against the carriers any part of the carriers description of the goods, but shall be deemed only representations of the shippers except as may be otherwise provided by law.

Ship m.s. "LEDA MAERSK".....Port of Loading.....COLOMBO.....B/L No.....37.....

Shipper: VAVASSEUR TRADING CO., LTD., COLOMBO

Consignee: — UNTO ORDER

Ship's Agents are requested to notify MESSRS. J. H. VAVASSEUR & CO., LTD., 15/16, AMERICA SQUARE, LONDON, E.C.3. of the arrival of the within mentioned goods but failure to do so shall not involve Carrier or Agents in any responsibility or relieve Consignees from their obligations.

Port of Discharge from Ship: HALIFAX.....(transhipped at port of discharge)..... Destination of Goods (If Goods to be)

(The carrier reserves the liberty of substituting a different port of transhipment (even though beyond the destination of the goods) for any transhipment port designated herein).

MARKS AND NUMBERS	QUANTITY	SHIPPER'S DESCRIPTION OF GOODS (Carrier's responsibility for description of goods limited as herein provided) Quality, Quantity, Contents, Marks, Gauge, Weight and Value Unknown.	SAID BY SHIPPER TO WEIGH
A A A MEDIUM	100 bags	One hundred Paper bags said to contain Desiccated Coconut Medium, Wg nett 10,000 lbs. Wg gross 10,200 lbs. Freight on 10,200 lbs. @ \$. 75/- per 20 cwts. Plus 15% surcharge \$ \$	341.52 51.22 <u>392.74</u>
		FREIGHT PAYABLE AT DESTINATION	
		Export Licence No. G38/68/CAN/42	
Endorsed: — FREIGHT PAYABLE AT DESTINATION		Endorsed: — COPY NOT NEGOTIABLE	

Full freight hereunder to port of discharge or destination named herein shall be considered completely earned on receipt of the goods by the carrier, whether the freight be stated or intended to be prepaid or to be collected at destination; and the carrier shall be entitled to all freight and charges due hereunder whether actually paid or not, and to receive and retain them under all circumstances whatsoever ship and/or cargo lost or not lost. If there shall be a forced interruption or abandonment of the voyage at the port of shipment or elsewhere any forwarding of the goods or any part thereof by vessels of the same line or otherwise shall be at the risk and expense of the goods. The carrier shall have a lien on the goods which shall survive delivery, for all charges due hereunder and may enforce this lien by public or private sale and without notice. The shipper and the consignee shall be jointly and severally liable to the carrier for the payment of all charges and for the performance of the obligation of each of them hereunder. The word "charges" when used in this bill of lading, shall include freight and expenses and money obligations incurred and payable by the goods shipper, consignee or any of them.

FREIGHT Payable at
.....feet @.....per..... 40 cft.....
.....lbs. @.....per 2240 lbs.....

In accepting this Bill of Lading, the shipper, owner and consignee of the goods, and the holder of the Bill of Lading agree to be bound by all the stipulations, exceptions and conditions stated on this page and front page, whether written, printed or stamped, as fully as if they were all signed by such shipper, owner, consignee or holder.

IN WITNESS WHEREOF there have been executed for and on behalf of the Master three Bills of Lading, exclusive of non-negotiable copies, all of this tenor and date, one of which being accomplished, the others to stand void.

Dated in COLOMBO, this 14th day of March, 1968

For and on behalf of the Master
For CARSON CUMBERBATCH & Co., Ltd.

By.....As Agent

(Intd.) Illegible.

HOMeward BILL OF LADING

R 15
Maersk Line
Bill of Lading
(Ship—"LEDA
MAERSK")—
14-8-68
—Continued.

THE TERMS OF THIS CONTRACT BILL OF LADING ON THIS SIDE AND ON THE REVERSE HEREOF ARE HEREBY MUTUALLY AGREED UPON AS FOLLOWS:

This Bill of Lading shall have effect subject to the provisions of the "Carriage of Goods by Sea Act" of the United States of America and the Carrier (which term shall be deemed to include the ship and the shipowner) shall be entitled to avail itself of all the rights and immunities and all other restrictions upon liability contained in the said Act, even although the goods are not to be carried to or from a port in the United States, and shall not be deemed to have surrendered any of its said rights or immunities or restrictions upon liability this Bill of Lading is illegal under the provision of that Act, it shall be deemed or to have increased any of its responsibilities or liabilities. If any provision of this Bill of Lading is illegal under the provision of that Act, it shall be deemed stricken out and expunged. The carrier shall further be entitled to avail itself of the provisions of Sections 181 to 189 (both inclusive) of Chapter 46 of the Code of Laws of the United States of America and of all statutes supplemental and amendatory thereof and of the like statutes of other countries in so far as they may be applicable. Nothing in this Bill of Lading shall operate to limit or deprive the carrier of any statutory protection or exemption from, or limitation of, liability.

1. SCOPE OF VOYAGE. With liberty to sail without pilots, to proceed via any route, to proceed to and stay at any port or ports whatsoever in any order in or out of the route or in a contrary direction to or beyond the port of destination once or oftener for bunkering or loading or discharging cargo or embarking or disembarking passengers or any other purposes whatsoever, and to carry the within cargo into and then beyond the port of discharge named herein and to return to and discharge the said cargo at such port, to tow or to be towed, to make trial trips with or without notice, to adjust navigational instruments, or to repair or dry dock with or without cargo on board, all as part of the contract voyage.

2. ALSO, that the carrier shall not be liable for Article specified in Section 4281 of the Revised Statutes of the United States, unless written notice of the true value and character thereof is given at the time of lading and entered in the Bill of Lading.

3. ALSO, that the shippers shall be liable for any loss or damage to steamer, cargo, lighter or wharf, caused by inflammable, explosive or dangerous goods, shipped without full disclosure of their nature, whether such shipper be Principal or Agent; and such goods may be thrown overboard or destroyed at any time without compensation. Extra charges, if any for discharging, lighterage or other expenses on hazardous goods declared or considered as such by civil or military authorities must be born by shippers and/or consignees.

4. ALSO, that the carrier shall have a lien on the goods for all freights, primages and charges, and also for all fines or damages which the steamer, lighter, or cargo may incur or suffer by reason of the incorrect or insufficient marking, numbering or addressing of packages or description of their contents. Bills of lading must be made out in accordance with the prescriptions and regulations of Port, Customs or Consular authorities. Consular, Board of Health or other certificates required to accompany the goods are to be procured by shippers and any detention, charges or penalties occurring to steamer or cargo, owing to the want of such certificates, are to be borne by the shippers and/or consignees, and the cargo to be subject to a lien therefor.

5. ALSO, that in case of war, hostilities, warlike or naval operations or demonstrations, blockade or interdiction of any port, civil strife, piracy, civil commotions, strikes, lockouts or stoppage of labor, quarantine, ice or closure by ice, or the happening of any other matter or event, whether of like nature to those above mentioned or otherwise, whether any of the foregoing are actual or threatened and whether taking place at or near the port of discharge or elsewhere in the course of the voyage and whether or not existing or anticipated before commencement of the voyage, which matters or events, or any of them, in the judgment of the Master or carrier may result in damage to or loss of the vessel or give rise to risk of capture, seizure or detention of vessel and/or cargo or, of any part of the cargo, or make it unsafe or imprudent for any reason to proceed on or continue the voyage or enter to discharge cargo at the port of discharge, or give rise to delay or difficulty in reaching, discharging at or leaving the port of discharge, the carrier or Master may (1) before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the goods at port of shipment and upon failure to do so, may warehouse the goods at the risk and expense of the goods; or (2) whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, discharge the goods into depot, lazaretto, craft, or other place; or (3) proceed or return, directly or indirectly, to or stop at any port or place whatsoever, in or out of the regular route and short of or beyond the port of discharge as the Master or the carrier may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof, at any such port or place. When the goods are discharged from the ship, as herein provided, they shall be at the risk and expense of the shippers and/or receivers; such discharge shall constitute complete delivery and performance under this contract, full bill of lading freight and charges shall be deemed earned and the carrier shall be freed from any further responsibility. For any services rendered to the goods as hereinabove provided, the carrier shall be entitled to extra compensation, for which, together with any unpaid freight and charges, the carrier shall have a lien on the goods.

6. ALSO, that the goods are to be received by, or on behalf of, the consignee immediately the vessel is ready to discharge, and continuously at all such hours as the Custom House or Port Authorities may give permission for the ship to work, or if necessary the vessel may discharge into lighters at the risk and expense of the goods. And it is expressly understood that the articles named in this Bill of Lading shall be at the risk of the Goods' Owner, Shipper, or Consignee thereof as soon as delivered from the tackle and/or deck of such steamer at her port of discharge and they shall be received by package as so delivered and if not taken away the same day they may (at the option of the Vessel's Agent) be sent to store or warehouse, or permitted to lie where landed at the expense and risk of the goods, and shall be subject to a lien for wharfage, rent of dock, wharf or store or any other expense that may be incurred in respect thereof. Upon the arrival of the steamer at the port of delivery any of the bales or packages shipped under this Bill of Lading cannot be identified by reason of insufficiency of marks, obliteration of marks or no marks, then in any such case, the Receivers shall take in full discharge, accord and satisfaction any bales or packages which may be on board the steamer and be tendered them by the Carriers or their Agents, notwithstanding that such bales or packages do not bear the marks and description indicated on the back page. The Collector or other proper officer of the Port is hereby authorized to grant a general order for discharging immediately after the entry of the ship.

The responsibility of the carrier in any capacity shall altogether cease and the goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of customs or other authorities. The carrier shall not be required to give any notification of disposition of the goods.

7. ALSO, that in case any part of the within goods cannot be bound during Ship's stay at port of destination, they are, when found, to be sent back at the Merchant's risk and Ship's expense. The Ship shall not be liable for incorrect delivery unless such packages shall have been distinctly and permanently marked by the Shipper before shipment with the name of the port of destination. Goods overcarried to be returned to Consignee at Ship's expense but free from liability for any loss, depreciation or damage arising from over-carriage or from return carriage.

8. ALSO, that notice of loss or damage and of the general nature of such loss or damage must be given in writing to the carrier or its agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof, provided, however, that if the loss or damage is not apparent the notice must be given within three days of the delivery. Failure to give notice as above provided shall constitute an absolute bar of all claims for loss or damage to goods, except in such cases as the U.S.A. "Carriage of Goods by Sea Act" is to the contrary.

17. General Average shall be payable according to York-Antwerp Rules 1950, and as to matters not therein provided for according to the usages of the port of New York Average Bond with values declared therein to be signed, also sufficient security to be given as required by Master or Agents.

18. In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for the consequence of which, the carrier is not responsible, by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.

If a salvaging ship is owned or operated by the carrier, salvage shall be paid or as fully as if the said salvaging ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall if required be made by the goods, shippers consignees or owners of the goods to the carrier before delivery.

19. "If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation to in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier."

The foregoing provisions shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact.

20. VALUATION CLAUSE. In cases of transport of valuable cargo, such as specie, bullion, precious stones, bonds or other negotiable documents and similar valuable cargo, the vessel is not responsible until such goods are delivered to and receipted for by the Master or the officer on duty personally. Such articles received and rate of freight specially adjusted on the condition and understanding that the value thereof has been fully insured by the shipper or others against all risks and that the shipper by accepting this Bill of Lading represents and guarantees that such insurance has been effected.

21. REFRIGERATOR CLAUSE: Specially cooled stowage is not to be furnished unless contracted for at an increased freight rate. Owners undertake, before loading refrigerated cargo in any insulated space, to obtain a certificate of a competent surveyor that such insulated space and the refrigerating machinery have been surveyed under working conditions and found in good condition and fit for the conveyance of refrigerated cargoes; said certificate to be obtained either at the first or at a later port of the ship's outward or homeward voyage, whether or not refrigerated cargo is loaded at that port. It is hereby agreed that the existence of such certificate shall be deemed by all parties concerned conclusive evidence that the owner of the vessel has exercised due diligence to make the said insulated space and refrigerating machinery seaworthy. The provisions of the clause are in addition to the other provisions of this Bill of Lading; and shipments listed in this Bill of Lading are subject to all of the other provisions of this Bill of Lading as well as the provisions of this special clause.

22. TRANSHIPMENT CLAUSE: The carrier is further hereby authorized to tranship the goods whenever it may so elect, without notice and by land or water or by both, and at any stage of the voyage, and even though transhipment is not provided for in this bill of lading; and the carrier shall further have the liberty of substituting a different port of transhipment (even though beyond the destination of the goods) for any transhipment port designated herein. In any case where transhipment is made the provisions of paragraph 18 of this bill of lading shall apply.

23. The ship shall not be responsible for packages opened and/or examined by or in behalf of any Government whether prior to or subsequent to shipment.

24. WAR RISK CLAUSE: When and so long as a state of War exists and/or so long as any control over steamers or any part of their cargoes or passengers is exercised by any Government or other Authorities the carriers and/or their agents and/or the Master may (if in their uncontrolled discretion they think it advisable) at any time before (or after) the commencement of the voyage cancel this engagement or before or after such commencement may alter or depart from the proposed or advertised or agreed or customary route and/or delay or detain the steamer at or off any port and/or tranship the cargo at any port or ports without claim for loss or damage directly or indirectly sustained.

The carrier and/or the Captain shall further be at liberty to sail with or without convoy to discharge the cargo at any port at the risk and expense of the goods, which discharge shall be deemed fulfillment of the contract voyage, and generally to take such measures to lessen or avoid detention by belligerents, the risk of hostile attacks or other war dangers as may be deemed appropriate including the non-observance of any practice, rules or regulations statutory or otherwise, which might be applicable in times of peace. In case the shipment listed in this bill of lading is seized or threatened with seizure by any belligerent, the carrier for the purpose of avoiding loss, delay or detention to ship and/or cargo, may make such agreements as in its sole discretion are deemed prudent, with the said belligerent with respect there to including an agreement that said shipment shall be returned to the port of loading.

25. In addition to any liberties expressed or implied in this Bill of Lading, the carriers shall have the liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppage, transhipment, discharge or destination, or otherwise howsoever given by any Government or any Department thereof, or of any person acting or purporting to act with the authority of any Government or any Department thereof, or by any War Risk Insurance Association working under any Government Scheme in which the steamer may be entered and nothing done or not done under such orders or direction shall be deemed a deviation. The ship is free to carry Contraband, Explosives, Munitions or War-like Stores and may sail armed or unarmed.

(CONTINUED ON BACK PAGE)

In any event, the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after the delivery of the goods or the date when the goods should have been delivered.

9. ALSO, that goods may be stowed in poop, forecastle, deckhouse, shelter deck, passenger space, or any covered in space commonly used in the trade for the carriage of the goods and when so stowed shall be deemed for all purposes to be stowed under deck. Live animals and deck cargo (if stated herein to be so carried) are received and carried at shipper's risk, nor shall the carrier in any event be liable for any loss or damage thereto arising or resulting from any matters mentioned in Section 4, sub-section 2 (a) to (p) inclusive, of the United States Carriage of Goods by Sea Act, or from any other cause whatsoever not due to the fault of the carrier, any warranty of seaworthiness in the premises being hereby waived; except as just provided such shipments shall be deemed goods for all purposes and subject to all other terms and provisions in this Bill of Lading relating to "Goods."

10. ALSO, that in case of any loss or damage to or in connection with goods exceeding in actual value \$ 500 lawful money of the United States, per package, or, in case of goods not shipped in packages per customary freight unit, the value of the goods shall be deemed to be \$ 500 per package or per unit, on which basis the freights is adjusted and the Carrier's liability, if any, shall be determined on the basis of a value of \$ 500 per package or per customary freight unit, or *pro rata* in case of partial loss or damage, unless the nature of the goods and a valuation higher than \$ 500 shall have been declared in writing by the shipper upon delivery to the Carrier and inserted in this bill of lading and extra freight paid if required and in such case if the actual value of the goods per package or per customary freight unit shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and any partial loss or damage shall be adjusted *pro rata* on the basis of such declared value.

Whenever the value of the goods is less than \$ 500 package or other freight unit, their value in the calculation and adjustment of claims for which the Carrier may be liable shall for the purpose of avoiding uncertainties and difficulties in fixing value be deemed to be the invoice value, plus freight and insurance if paid, irrespective of whether any other value is greater or less.

11. ALSO, in the event that any obligation attaches to the carrier prior to loading on the ocean steamer and after discharge therefrom, that the carrier shall have the like rights and immunities as are provided for in Section 4, sub-section 1 and 2, (a) to (p) inclusive, of the "Carriage of Goods by Sea Act" of the United States of America, and, in addition, and without prejudice to the aforesaid, the carrier shall not be liable for loss or damage to the goods occasioned by floods, falling or collapse of wharf, pier or warehouse, theft, pilferage, heating, effects of climate or temperature, or any other cause whatsoever, whether or not of a like kind to those above mentioned.

12. ALSO, that there shall be no responsibility on the part of the carrier with respect to the goods except when they are in the carrier's exclusive custody.

13. In the case of goods going forward by rail, vessel or other conveyance from the port of discharge of the vessel, with respect to the transportation from the port of discharge named herein to the port or place of destination of the goods it is agreed that said transportation is to be performed subject to the terms and conditions of the bills of lading and receipts of the carriers or other bailees participating therein, including any special clauses endorsed thereon, the liability of the Maersk Line and/or its agents, being solely that of a forwarder and that any claim or demand for loss, damage or delay or otherwise shall be made solely against the carrier or other person in possession of the goods at the time the loss, damage or delay occurs, the liability of each carrier being restricted to its own line. The goods may be shipped pursuant to the usual terms of the said participating carrier or pursuant to such special terms as the Maersk Line and/or its agents, in their sole discretion, may agree to, even though these terms include limitations as to carrier's liability and as to the amount of liability not contained in this bill of lading and/or less favourable to the shipper and others interested in the goods than these contained herein. Any increase in the freight and/or other charges payable to on-carriers over the rates prevailing at the time this shipment was booked shall be a charge upon the goods and the shipper, bill of lading holder and consignee shall be liable therefor.

14. Rail freight, if any, shown herein is subject to change in accordance with tariffs of the connecting rail carrier in effect upon receipt by it of the said goods.

15. Any claim for loss, damage or short delivery or otherwise, arising out of this bill of lading shall be dealt with, at the option of the Carrier, in the courts of the City of New York according to the laws of the United States of America, to the exclusion of proceedings in the courts of any other country.

16. It is hereby expressly agreed that no servant or agent of the Carrier (including the master and every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Shipper, Consignee or Owner of the goods or to any holder of this Bill of Lading for any loss, damage or delay to cargo of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the Carrier (including the master and every independent contractor from time to time employed by the Carrier) acting as aforesaid. If notwithstanding the provisions of the foregoing sentence of this bill of lading, recovery is made from any such servant or agent of the Carrier in respect of loss of damage or delay to cargo, the amount so recovered shall immediately be paid over to the Carrier as trustee for such servant or agent, provided, and to the same extent, that the said sum was not recoverable from the Carrier under the terms, conditions and exceptions of the contract evidenced by this bill of lading.

It is further understood and agreed that as the line, company or agency which has executed this bill of lading for and on behalf of the master is not a principal in the transaction, said line, company or agency shall not be under any liability arising out of the contract of carriage, nor as carrier nor bailee of the goods.

R 62
Application for an
Exchange Control
Permit to Export
200,000 lbs. of
Desiccated
Coconut—
14-3-68

**Application for an Exchange Control Permit
to Export 200,000 lbs. of Desiccated Coconut**

Exchange Control 7
Form H 2
(H 2* S. & E.) 1/64

Serial No. N/68/UK/187
To be inserted by authorised dealer

To be submitted to exporter's bank with Form CD 2 ; or to the Controller of Exchange in terms of special arrangements made with the Controller if documents are not to be passed through medium of a bank. After approval to be submitted to the Customs at time of shipment.

If transshipment at a sterling area (Scheduled Territories) port is necessary, approved DUPLICATE COPY should be attached to Captain's Copy of Bill of Lading.

CEYLON

EXCHANGE CONTROL ACT, No. 24 OF 1953

EXPORT TO COUNTRIES IN THE NON-STERLING AREA (NON-SCHEDULED TERRITORIES) OF GOODS CONSIGNED TO THE ORDER OF A PERSON IN THE STERLING AREA (SCHEDULED TERRITORIES) OUTSIDE CEYLON

(N.B.— Please read Notes on reverse of this form.)

20

*(See page 68 of the
Record of Proceedings)*

PARTICULARS		
1. Name and address of exporter	Vavasour Trading Co. Ltd. P. O. Box 163 Colombo.	
2. Name and address of sterling area (Scheduled Territories) buyer	J. H. Vavasour & Co. Ltd., London E.C. 3	
3. Name and address of non-sterling area (Non-Scheduled Territories) consignee		
4. Country of destination of goods	Canada	
5. Description of goods	Desiccated Coconut	30
Quantity	200,000 lbs.	
Full invoice value of the goods (state whether c.i.f., c. & f. or f.o.b.)	£. 13,486/12/1 F.O.B.	

To THE CONTROLLER OF EXCHANGE, DEPARTMENT OF EXCHANGE CONTROL,
CENTRAL BANK OF CEYLON, COLOMBO.

Form 62
Application for an
Exchange Control
Permit to Export
200,000 lbs. of
Desiccated
Coconut—
14-3-68
—Continued.

I/We the undersigned request that I/we may be granted a permit to export goods in accordance with the details given above. I/We attach a declaration and undertaking on Form CD 2 as to the manner in which payment for the goods is to be/has been recovered.

*I/We have obtained permit No.....from the Controller of Exports.

VAVASSEUR TRADING CO. LTD.

(Sgd.)

Signature.

Date: 14/3/68

10 Permission granted under the Exchange Control Act, No. 24 of 1953, on behalf of the Controller of Exchange, Central Bank of Ceylon, Colombo, for export of the goods detailed above, subject to the condition that you comply with the undertakings subscribed to by you in the declaration on page 2 of the Form CD 2 furnished by you in respect of the goods, within the period specified.

NATIONAL AND GRINDLAYS BANK LTD.

(BILL OF LADING PASSED.

Intld. Illegible

Date 3/4 Customs Officer)

15th March, 1968

(Sgd.)

N. SIVALINGAM

pro. Manager.

VALID FOR ONE MONTH FROM DATE OF ISSUE

(This need not be completed before issue of above licence, but MUST be completed by exporter before shipment.)

PARTICULARS OF SHIPMENT AS THEY APPEAR IN BILL OF LADING

- 6. Name of Exporting Vessel : JOHANNES MAERSK
- 7. Port of final discharge : HALIFAX
- 8. Port of transhipment (if any).....

- 30 9. Marks and Numbers of Packages : as per reverse
- 10. Quantity Exported : 200,000 lbs.

(To be completed by the Customs/Postal Authorities.)

To : THE CONTROLLER OF EXCHANGE, DEPARTMENT OF EXCHANGE CONTROL, CENTRAL BANK OF CEYLON, COLOMBO.

Quantity Exported : 200,000 lbs.
(by unit shown in page 5)

Date of Export : 6/4

Permit returned. Particulars shown by shipper correspond with those appearing on the Bill of Lading.

(Seal H. M. CUSTOMS—COLOMBO.

(Intld.) Illegible 8/4)

Customs/Postal Stamp and initials of Checking Officer.

Date :

*To be furnished where the goods are subject to Export Licence from the Controller of Exports.

Ř 62
 Application for an
 Exchange Control
 Permit to Export
 200,000 lbs. of
 Desiccated
 Coconut—
 14-3-68
 —Continued.

(Reverse of the Form : For Notes to Exporter, see page 68 of the record.)

RVF FINE	—	100 Bags	
RVG FINE	—	100 „	
RVH FINE	—	100 „	
RVI FINE	—	100 „	
RVJ FINE	—	100 „	10
RVK FINE	—	100 „	
RVL FINE	—	100 „	
RVM FINE	—	100 „	
RVN FINE	—	100 „	
RVO FINE	—	100 „	20
VAA FINE	—	100 „	
VBB FINE	—	100 „	
VCC FINE	—	100 „	
VDD FINE	—	100 „	
VEE FINE	—	100 „	30
VFF FINE	—	100 „	
VGG FINE	—	100 „	
VHH FINE	—	100 „	
VII FINE	—	100 „	
VJJ FINE	—	100 „	40

2000 Bags × 100 lbs. 200,000 lbs.

R 63

**Application for an Exchange Control Permit
to Export 200,000 lbs. of Desiccated Coconut**

R 63
Application for an
Exchange Control
Permit to Export
200,000 lbs. of
Desiccated
Coconut—
14-3-68

Exchange Control 7
Form H 2
(H 2* S. & E.) 1/64

Serial No. N/68/UK/188
To be inserted by authorised dealer

To be submitted to exporter's bank with Form CD 2 ; or to the Controller of Exchange in
10 terms of special arrangements made with the Controller if documents are not to be passed
through medium of a bank. After approval to be submitted to the Customs at time of
shipment.

If transshipment at a sterling area (Scheduled Territories) port is necessary, approved
DUPLICATE COPY should be attached to Captain's Copy of Bill of Lading.

CEYLON

EXCHANGE CONTROL ACT, No. 24 OF 1953

**EXPORT TO COUNTRIES IN THE NON-STERLING AREA (NON-SCHEDULED
TERRITORIES) OF GOODS CONSIGNED TO THE ORDER OF A PERSON IN
THE STERLING AREA (SCHEDULED TERRITORIES) OUTSIDE CEYLON**

20 (N.B.— Please read Notes on reverse of this form.)

PARTICULARS

(See page 68 of the
record of Proceedings)

1.	Name and address of exporter	Vavasseur Trading Co. Ltd., P. O. Box 163 Colombo.
2.	Name and address of sterling area (Scheduled Territories) buyer	J. H. Vavasseur & Co. Ltd., London E.C. 3
3.	Name and address of non-sterling area (Non-Scheduled Territories) consignee	
4.	Country of destination of goods	Canada
30 5.	Description of goods	Desiccated Coconut
	Quantity	200,000 lbs.
	Full invoice value of the goods (state whether c.i.f., c. & f. or f.o.b.)	£. 13,486/12/1 F.O.B.

R 63
 Application for an
 Exchange Control
 Permit to Export
 200,000 lbs. of
 Desiccated
 Coconut—
 14-3-68
 —Continued.

To THE CONTROLLER OF EXCHANGE, DEPARTMENT OF EXCHANGE CONTROL,
 CENTRAL BANK OF CEYLON, COLOMBO.

I/We the undersigned request that I/we may be granted a permit to export goods in accordance with the details given above. I/We attach a declaration and undertaking on Form CD 2 as to the manner in which payment for the goods is to be/has been recovered.

*I/We have obtained permit No.....from the Controller of Exports.

VAVASSEUR TRADING CO. LTD.

(Sgd.)

Date : 14/3/68

Signature

Permission granted under the Exchange Control Act, No. 24 of 1953, on behalf of the ¹⁰ Controller of Exchange, Central Bank of Ceylon, Colombo, for export of the goods detailed above, subject to the condition that you comply with the undertakings subscribed to by you in the declaration on page 2 of the Form CD 2 furnished by you in respect of the goods, within the period specified.

NATIONAL AND GRINDLAYS BANK LTD.

(BILL OF LADING PASSED.

Intld. Illegible

Date 3/4 Customs Officer)

15th March, 1968

(Sgd.)

N. SIVALINGAM

pro. Manager

VALID FOR ONE MONTH FROM DATE OF ISSUE

(This need not be completed before issue of above licence, but MUST be completed by exporter before shipment).

PARTICULARS OF SHIPMENT AS THEY APPEAR IN BILL OF LADING

- 6. Name of Exporting Vessel : JOHANNES MAERSK
- 7. Port of final discharge : HALIFAX
- 8. Port of transhipment (if any) Nil
- 9. Marks and Numbers of Packages : Vide o'leaf
- 10 Quantity Exported : 200,000 lbs.

(To be completed by the Customs/Postal Authorities.) 20

To : THE CONTROLLER OF EXCHANGE, DEPARTMENT OF EXCHANGE CONTROL, CENTRAL BANK OF CEYLON, COLOMBO.

Quantity Exported : 200,000 lbs.
 (by unit shown in page 5)

Date of Export : 6/4

Permit returned. Particulars shown by shipper correspond with those appearing on the Bill of Lading.

(Seal H. M. CUSTOMS—COLOMBO.
 (Intld.) Illegible 8/4)

Customs/Postal Stamp and initials of Checking Officer.

Date :

*To be furnished where the goods are subject to Export Licence from the Controller of Exports,

(Reverse of the Form : For Notes to Exporter, see page 68 of the record.)

R 63
Application for an
Exchange Control
Permit to Export
200,000 lbs. of
Desiccated
Coconut—
14-3-68
—Continued.

	VKK FINE	—	100 Bags
	VLL FINE	—	100 „
	VMM FINE	—	100 „
	VNN FINE	—	100 „
10	VOO FINE	—	100 „
	VPP FINE	—	100 „
	VQQ FINE	—	100 „
	VRR FINE	—	100 „
	VSS FINE	—	100 „
20	VTT FINE	—	100 „
	LLV FINE	—	100 „
	MMV FINE	—	100 „
	NNV FINE	—	100 „
	OOV FINE	—	100 „
30	PPV FINE	—	100 „
	QQV FINE	—	100 „
	RRV FINE	—	100 „
	SSV FINE	—	100
	TTV FINE	—	100 „
40	UUV FINE	—	100 „
			<u>2000</u> Bags × 100 lbs, 200,000 lbs.

R 66
Application for an
Exchange Control
Permit to Export
150,000 lbs. of
Desiccated
Coconut—
14-3-68

**Application for an Exchange Control Permit
to Export 150,000 lbs. of Desiccated Coconut**

Exchange Control 7
Form H 2
(H 2* S. & E.) 1/64

Serial No. N 68/UK/189
To be inserted by authorised dealer

To be submitted to exporter's bank with Form CD 2 ; or to the Controller of Exchange in terms of special arrangements made with the Controller if documents are not to be passed ¹⁰ through medium of a bank. After approval to be submitted to the Customs at time of shipment.

If transshipment at a sterling area (Scheduled Territories) port is necessary, approved DUPLICATE COPY should be attached to Captain's Copy of Bill of Lading.

CEYLON

EXCHANGE CONTROL ACT, No. 24 OF 1953

EXPORT TO COUNTRIES IN THE NON-STERLING AREA (NON-SCHEDULED TERRITORIES) OF GOODS CONSIGNED TO THE ORDER OF A PERSON IN THE STERLING AREA (SCHEDULED TERRITORIES) OUTSIDE CEYLON

(N.B.— Please read Notes on reverse of this form.) (See page 68 of the ²⁰ record of Proceedings)

PARTICULARS		<i>record of Proceedings)</i>
1. Name and address of exporter	Vavasasseur Trading Co. Ltd. P. O. Box 163 Colombo.	
2. Name and address of sterling area (Scheduled Territories) buyer	J. H. Vavasasseur & Co., Ltd., London E.C. 3	
3. Name and address of non-sterling area (Non-Scheduled Territories) consignee		
4. Country of destination of goods	Canada	
5. Description of goods	Desiccated Coconut	
Quantity	150,000 lbs.	30
Full invoice value of the goods (state whether c.i.f., c. & f. or f.o.b.)	£. 10,114/19/1 F.O.B.	

To THE CONTROLLER OF EXCHANGE, DEPARTMENT OF EXCHANGE CONTROL,
CENTRAL BANK OF CEYLON, COLOMBO.

I/We the undersigned request that I/we may be granted a permit to export goods in accordance with the details given above. I/We attach a declaration and undertaking on Form CD 2 as to the manner in which payment for the goods is to be/has been recovered.

*I/We have obtained permit No.....from the Controller of Exports.

VAVASSEUR TRADING CO. LTD.
(Sgd.)

Date : 14/3/68

Signature

Permission granted under the Exchange Control Act, No. 24 of 1953, on behalf of the Controller of Exchange, Central Bank of Ceylon, Colombo, for export of the goods detailed above, subject to the condition that you comply with the undertakings subscribed to by you in the declaration on page 2 of the Form CD 2 furnished by you in respect of the goods, within the period specified.

R 66
Application for an
Exchange Control
Permit to Export
150,000 lbs. of
Desiccated
Coconut—
14-3-68
—Continued.

(BILL OF LADING PASSED.
Intld. Illegible
Date 4/4 Customs Officer) 15 MAR. 1968

NATIONAL AND GRINDLAYS BANK LTD.,
(Sgd.) N. SIVALINGAM
pro. Manager.

VALID FOR ONE MONTH FROM DATE OF ISSUE

¹⁰ (This need not be completed before issue of above licence, but **MUST** be completed by exporter before shipment).

PARTICULARS OF SHIPMENT AS THEY APPEAR IN BILL OF LADING

6. Name of Exporting Vessel : JOHANNES MAERSK

7. Port of final discharge : HALIFAX

²⁰ 8. Port of transhipment (if any).....

9. Marks and Numbers of Packages : Vide O'leaf

10. Quantity Exported : 150,000 lbs.

(To be completed by the Customs/Postal Authorities.)

To : THE CONTROLLER OF EXCHANGE, DEPARTMENT OF EXCHANGE CONTROL, CENTRAL BANK OF CEYLON, COLOMBO.

Quantity Exported : Not Shipped (by unit shown in cage 5)

Date of Export : Intd : 6/4

Permit returned. Particulars shown by shipper correspond with those appearing on the Bill of Lading.

(Seal : H. M. CUSTOMS—COLOMBO.
(Intld.) Illegible 8/4)
Customs/Postal Stamp and initials of
Checking Officer.
Date :.....

*To be furnished where the goods are subject to Export Licence from the Controller of Exports.

(Reverse of the Form: For Notes to Exporter, see page 68 of the record.)

	AAP	—	100	Bags
³⁰	BBP	—	100	„
	CCP	—	100	„
	DDP	—	100	„
	EEP	—	100	„
	FFP	—	100	„
	GGP	—	100	„
	HHP	—	100	„
	IIP	—	100	„
	JJP	—	100	„
	KKP	—	100	„
⁴⁰	LLP	—	100	„
	MMP	—	100	„
	NNP	—	100	„
	OOP			
	MEDIUM	—	100	„
			<u>1500</u>	<u>Bags</u>

R 3
Circular to Shippers
of Desiccated
Coconut issued by
the Ceylon
Coconut Board—
18-3-68.

R 3

**Circular to Shippers of Desiccated Coconut issued by
the Ceylon Coconut Board**

18-3-1968.

CIRCULAR TO SHIPPERS OF DESICCATED COCONUT.

Messrs.....
.....
.....

Dear Sirs,

D. C. Shipments to the American Market

It will be recalled that this Board has circularized all D.C. shippers regarding the special precautions that it considers essential should be taken¹⁰ in regard to the manufacture of D.C. intended for shipment to the U.S.A. It has been pointed out to the Board that there is the possibility that shippers can circumvent these requirements by obtaining licences for other destinations and arranging for re-shipment to the U.S. ports. It has therefore become necessary to emphasise that the Board will be compelled to take very serious note of such attempts to evade the requirements designed to protect the good name of Ceylon D.C. in the very discriminating American market.

I would also point out that the intervention of F.O.B. shippers in the American trade leads to a good deal of unnecessary trouble as these firms or individuals are usually unaware of the precautions taken by this Board and²⁰ only discover them after entering into contracts when they attempt to make arrangements with a registered shipper to handle the shipment for them. It is therefore suggested that registered shippers should refrain from undertaking shipments on this basis to American ports unless they find their F.O.B. shippers well informed as regards the precautions.

I may add that the Principal Collector of Customs is being requested to obtain Certificates of Discharge in respect of all shipments of D.C. from Ceylon consigned to Canada from the Canadian Customs and the absence of such a certificate in respect of any shipment will be taken to mean that it has been diverted to a destination other than Canada.⁰³

Yours faithfully,

(Sgd.) S. GUNASEKERA
Manager.

Export Entry No. 3019 of Vavassey Trading Co., Ltd.

EXPORT ENTRY

R 25
Export Entry
No. 3019 of
Vavassey Trading
Co., Ltd.—
18-3-68

REQUISITION

Name and Address of Exporter: **VAVASSEUR TRADING CO., LTD. COLOMBO 1.**

EXPORTERS CODE NO. 858

IN THE VESSEL s. s. "LEDA MAERSK" of 14/3/68.....DATE.....FOR Halifax

NO. 3019

Marks & Numbers	CLASSIFICATION			DESCRIPTION OF GOODS	Quantity	Final Destination	Value F. O. B.	Rate of Duty	Duty		HARBOUR DUES			REMARKS
		Code No.							Rs.	Cts.	Dimensions or other Details	Rate	Amount	
											Rs.	Cts.		
AS PER REVERSE	051	71	02	CEYLON PRODUCE 3999 Bags Desiccated Coconut	399,900 lbs.	CANADA	Rs. 378,250/61							
150 Bags Shipped on 8/3/68														
505 " " " 9/3/68														
1445 " " " 10/3/68														
115 " " " 11/3/68														
712 " " " 14/3/68														
1072 " " " 12/3/68														
<u>3999 Bags.</u>														
				Cont. No. 18114 — 299,900 lbs.										
				18118 — 100,000 "										
					399,900 "	Valid Up To 30/6/68	@Rs. 626/85 Per Ton.		111,909	51				
				Duty Rs. One hundred & eleven thousand nine hundred & nine & cts. Fifty one only.										3/3/68
				Fam. Rs. Eight hundred & ninety two & cts. Sixty four only.										
				Cesses. Rs. One thousand three hundred & seventy four & cts. Sixty six only.										
				Dues. Rs. Four hundred & seventy nine & cts. Eighty eight only.										
				Total. Rs. One hundred & fourteen thousand six hundred & fifty six & cts. Sixty nine only.										28/67

(THIS SPACE TO BE LEFT BLANK FOR CUSTOMS PURPOSES)

Correct per Specification

Correctly Classified

F. O. B. Value Checked

Duty Checked

Dues Checked (Sgd.) Illegibly.

Entered in Cash Book (Sgd.) Illegibly.

Received Payment By Requisition

Warranted (Sgd.) Illegibly.

Entry No. entered in Stock Book Intd.

Correct per Outward Content

අංක (1) 18114 — 68-6-30

No. (2) 18118 — 68-7-30

මොන් 1 ක් රු. 626.85

(1) රු. 299,900

(2) රු. 100,000

68-3-26. (Sgd.) Illegibly.

Duty.....Rs. 626/85 Per Ton 111,909.51

Cocoa Medical Aid Dues

Tea Medical Aid Dues

Rubber Medical Aid Dues

Tea Research Scheme Cess

Tea Propaganda Cess

Tea Restriction Scheme Cess

Rubber Research Scheme Cess

Rubber Control Cess

International Rubber Cess

Coconut Millers Aid Cess.....Rs. 5/- Per Ton. 892.64

Coconut Research Scheme Cess.....Rs. 7/- Per Ton. 1,249.69

Coconut Production Scheme Cess.....-/70 Per Ton 124.97

Harbour Dues 479.88

Rs. 114,656.69

Freight payable on :--
Weights.

Total Cubical Measurement

Total /Gross Weights

407,898 lbs.

VAVASSEUR TRADING CO., LTD.

(Sgd.) S. RASANAYAGAM.

We hereby declare that we are the Exporters of the goods contained in this Entry and that the F. O. B. value stated in this entry and all the particulars entered herein are true and correct.

-/STM Witness our hand at Colombo, this 18th day of March 1968.

Signature of Exporter.

R 25	AAA	—	100	Bags.
Export Entry	BBB	—	100	„
No. 3019 of	CCC	—	100	„
Vavasseur Trading	DDD	—	100	„
Co., Ltd.—	EEE	—	100	„
18-3-68	FFF	—	100	„
—Continued.	GGG	—	100	„
	HHH	—	100	„
	III	—	100	„
	JJJ	—	100	„
	KKK	—	100	„
	LLL	—	100	„
	MMM	—	100	„
	NNN	—	100	„
	OOO	—	100	„
	PPP	—	100	„
	QQQ	—	100	„
	RRR	—	100	„
	SSS	—	99	„
	TTT	—	100	„
	UUU	—	100	„
	VVV	—	100	„
	WWW	—	100	„
	XXX	—	100	„
	YYY	—	100	„
	ZZZ	—	100	„
	AAB	—	100	„
	AAC	—	100	„
	AAD	—	100	„
	AAE	—	100	„
	FINE			
	AAA	—	100	„
	BBB	—	100	„
	CCC	—	100	„
	DDD	—	100	„
	EEE	—	100	„
	FFF	—	100	„
	GGG	—	100	„
	HHH	—	100	„
	III	—	100	„
	JJJ	—	100	„
	Medium	—	<u>3999</u>	Bags

W/c Short Shipment Certificate pl.

Intld. Illegible

Export Entry No. 2573 of Vavasour Trading Co., Ltd.

EXPORT ENTRYName and Address of Exporter: **VAVASSEUR TRADING CO., LTD. Colombo 1.**REQUISITIONR 26
Export Entry
No. 2573 of
Vavasour Trading
Co., Ltd.—
18-3-68

EXPORTERS CODE NO. 858

IN THE VESSEL: LEDA MAERSK OF 14-3-68.....DATE.....FOR Halifax

NO. 2573

Marks & Numbers	CLASSIFICATION			DESCRIPTION OF GOODS	Quantity	Final Destination	Value F. O. B.	Rate of Duty	Duty		HARBOUR DUES			REMARKS	
		Code No.							Rs.	Cts.	Dimensions or other Details	Rate	Amount		
												Rs.	Cts.		
P AA 100 Bags P BB 100 " P CC 100 " P DD 100 " P EE 100 " Medium 500 Bags 500 Bags Shipped on 14/3/68	051	71	02	<u>CEYLON PRODUCE</u> 500 Bags Desiccated Coconut Cont. No. 18118 — Valid Up To 31/7/67 Duty Rs. Thirteen thousand nine hundred & ninety two & cts. Nineteen only. Fam. Rs. One hundred & eleven & cts. Sixty one only. Cesses. Rs. One hundred & seventy one & cts. Eighty seven only. Dues. Rs. Sixty only. Total. Rs. Fourteen thousand three hundred & thirty five & cts. Sixty seven only.	50,000 lbs.	CANADA	Rs. 47,292/82				Under 200 lbs.	500 × /12	60	00	
							@ Rs. Per	626/85 Ton.	18,992	19					

(THIS SPACE TO BE LEFT BLANK FOR CUSTOMS PURPOSES)

Duty.....Rs. 626/85 Per Ton13,992.19.....
 Cocoa Medical Aid Dues
 Tea Medical Aid Dues
 Rubber Medical Aid Dues
 Tea Research Scheme Cess
 Tea Propaganda Cess
 Tea Restriction Scheme Cess
 Rubber Research Scheme Cess.....
 Rubber Control Cess.....
 International Rubber Cess
 Coconut Millers Aid Cess.....Rs 5/- Per Ton.111.61.....
 Coconut Research Scheme Cess.....Rs. 7/- Per Ton.156.25.....
 Coconut Production Scheme Cess.....-/70 Per Ton.15.62.....
 Harbour Dues60.00.....

Freight payable on :—
Weights.

Total Cubical Measurement

Total Gross Weights

51,000 lbs.

VAVASSEUR TRADING CO., LTD.

Rs. 14,335.67

We hereby declare that we are the Exporters of the goods contained in this Entry and that the F. O. B. value stated in this entry and all the particulars entered herein are true and correct.

(Sgd.) S. Rasanayagam

-/STM Witness our hand at Colombo, this 18th day of March 1968.

Signature of Exporter

Correct per Specification
 Correctly Classified
 F. O. B. Value Checked
 Duty Checked
 Dues Checked
 Entered in Cash Book (Sgd.) Illegibly. 25/3
 Received Payment By Requisition.
 Warranted (Sgd.) Illegibly. 26/3/68
 Entry No. entered in Stock Book Intld.
 Correct per Outward Content

18118 — 68-7-30

මෙයින් 1 ක් රු. 626.85

රු. 50,000

68-3-22 (Sgd.) Illegibly.

R 27
Export Entry
No. 2582 of
Vavasaur Trading
Co., Ltd.—
18-3-68

112

R 27

Export Entry No. 2582 of Vavasaur Trading Co., Ltd.

EXPORT ENTRY

REQUISITION

Name and Address of Exporter: **VAVASSEUR TRADING CO., LTD. Colombo 1.**

EXPORTERS CODE NO. 858

IN THE VESSEL: **LEDA MAERSK OF 14-3-67**.....DATE.....FOR **Halifax**

NO. 2582

Marks & Numbers	CLASSIFICATION			DESCRIPTION OF GOODS	Quantity	Final Destination	Value F. O. B.	Rate of Duty	Duty		HARBOUR DUES			REMARKS
		Code No.							Rs.	Cts.	Dimensions or other Details	Rate	Amount Rs. Cts.	
K K K 100 Bags L L L 100 " M M M 100 " N N N 100 " O O O 100 " Medium 500 Bags	051	71	02	<u>CEYLON PRODUCE</u> 500 Bags Desiccated Coconut	50,000 lbs.	CANADA	Rs. 47,292/32				Under 200 lbs.	500 x /12	60 00	
500 Bags Shipped on 8/3/68				Duty. Rs. Fourteen thousand five hundred & thirty three & cts. Ninety three only. Fam. Rs. One hundred & eleven & cts. Sixty one only. Cesses. Rs. One hundred & seventy one & cts. Eighty eight only. Dues. Rs. Sixty only. Total. Rs. Fourteen thousand eight hundred & seventy seven & cts. Forty two only.	Current Rate	From 4/3/68 to 10/3/68	@ Rs. Per	651/12 Ton	14,533 93					

(THIS SPACE TO BE LEFT BLANK FOR CUSTOMS PURPOSES)

Correct per Specification
Correctly Classified
F. O. B. Value Checked
Duty Checked
Dues Checked (Sgd.) Illegibly.
Entered in Cash Book (Sgd.) Illegibly, 25/3
Received Payment..... By Requisition.
Warranted (Sgd.) Illegibly. 26/3/68
Entry No. entered in Stock Book Intld. 25/7
Correct per Outward Content

Duty.....Rs. 651/12 Per Ton. 14,533 93.....
 Cocoa Medical Aid Dues
 Tea Medical Aid Dues
 Rubber Medical Aid Dues
 Tea Research Scheme Cess
 Tea Propaganda Cess
 Tea Restriction Scheme Cess
 Rubber Research Scheme Cess
 Rubber Control Cess.....
 International Rubber Cess
 Coconut Millers Aid Cess.....Rs. 5/- Per Ton..... 111 61
 Coconut Research Scheme Cess.....Rs. 7/- Per Ton..... 156 25
 Coconut Production Scheme Cess.....-/70 Per Ton..... 15 63
 Harbour Dues 60 00.....

Rs. 14,877 42

Freight payable on :—
Weights.

Total Cubical Measurement

Total Gross Weights

51,000 lbs.

VAVASSEUR TRADING CO., LTD.

We hereby declare that we are the Exporters of the goods contained in this Entry and that the F. O. B. value stated in this entry and all the particulars entered herein are true and correct.

(Sgd.) S. RASANAYAGAM.

-/STM Witness our hand at Colombo, this 18th day of March 1968.

Signature of Exporter

Application to Ceylon Coconut Board by Vavasasseur Trading Co., Ltd.,
for Desiccated Coconut Export Licence

R 30
Application to
Ceylon Coconut
Board by
Vavasasseur Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
19-3-68.

APPLICATION FORM

CEYLON COCONUT BOARD

Application for Desiccated Coconut Export Licence

1. Name of applicant and/or of shipper & registration No. :— Vavasasseur Trading Co., Ltd.,
S 19.

2. Quantity & grade to be exported :—

10	<u>CASES</u>	<u>LBS.</u>			
	.....Cases (Fine)	@.....lbs.	=	.....
	.....Cases (Medium)	@.....lbs.	=	.....
	.....Cases (Fancy)	@.....lbs.	=	.....
	<u>BAGS</u>	<u>LBS.</u>			
	1,000 Bags (Fine)	@ 100 lbs.	=	100,000 lbs.	
	.....Bags (Medium)	@.....lbs.	=	.....
	.....Bags (Fancy)	@.....lbs.	=	.....
		Total		100,000 lbs.	

3. Name of ship & date of sailing :— ss. " LICA MAERSK " due 20/3/68

20 4. (a) Port of Discharge :— HALIFAX

(b) Final Destination :— CANADA

5. Name of Mill/Mills where manufactured & Registration numbers :— Mills Nos. as per reverse.

6. Serial Numbers of the packages :—

7. Sampling & Licensing fees @ -/15 cts. per cwt. or part thereof :—

8. Any other information.

I/We hereby declare that the.....cases used for packing.....lbs.
of Desiccated Coconut in respect of which an Export Licence is applied for, are all locally
30 made new wooden chests.

I /We hereby declare that the statements contained herein are true and accurate.

Vavasasseur Trading Co., Ltd.,

Date : 19/3/68

(Sgd.) (Illegible)

Signature

R 30
Application to
Ceylon Coconut
Board by
Vavasour Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
19-3-68
—Continued.

1000 Bags Fine				
M 61 CCB 61				
C 30501	—	30503	—	3
M 67 CCB 67				
B 65556	—	65591	—	36
B 65621	—	65653	—	33
M 70 CCB 70				
A 70004	—	70175	—	172
M 89 CCB 89				
B 92195	—	92254	—	60
M 97 CCB 97				
A 43172	—	43215	—	44
M 98 CCB 98				
B 07001	—	07046	—	46
M 106 CCB 106				
A 81093	—	81154	—	62
A 81181	—	81299	—	119
M 109 CCB 109				
A 65596	—	65650	—	55
A 65653			—	1
M 122 CCB 122				
A 63357	—	63454	—	98
M 130 CCB 130				
A 64013	—	64104	—	92
M 142 CCB 142				
A 41217	—	41395	—	179
				<u>1000</u>
				<u><u>1000</u></u>

10

20

R 42

Desiccated Coconut General Export Licence issued to Vavasseur Trading Co., Ltd. to Export 100,000 lbs.

R 42 Desiccated Coconut General Export Licence issued to Vavasseur Trading Co., Ltd., to Export 100,000 lbs.— 20-3-68.

Valid for fourteen days from the date of issue නිකුත් කළ දින සිට දින 14 ක් දක්වා පලංගයි 1935 අංක 13 දරණ පොල් ද්‍රව්‍ය ආඥා පනත

THE COCONUT PRODUCTS ORDINANCE No. 13 of 1935 අංක No. K 36505

කපාපු පොල් සඳහා සාමාන්‍ය අපනයන බලපත්‍රය DESICCATED COCONUT GENERAL EXPORT LICENCE

10 කොළඹ, සීමාසහිත වැවසියර් ට්‍රේඩින් සමාගමට පහත දැක්වෙන පරිදි කපාපු පොල් රාත්තල් (වචන වලින්) එක් ලක්ෂයක් පමණක් අපනයනය කිරීමට පවසිල් බලය පැවරේ. නැවෙහි නම JOHANNES MAERSK හාණ්ඩ යැවෙන ස්ථානය හැලිපැක්ස් NOT TRANSFERABLE/NOT NEGOTIABLE අත්සතු කිරීම හෝ මාරු කිරීම තහනම් Mr./Messrs. of is/are hereby permitted to export per S. S. to lbs. (in words) pound

20 of DESICCATED COCONUT as specified hereunder:-

Table with 3 columns: Quantity, Unit, and Weight. Rows include 'පෙට්ටි' (cases) of 'පියුම්' (Fine) and 'මැද' (Medium/Fancy) coconut, and 'පල' (bags) of 'පියුම්' (Fine) and 'මැද' (Medium/Fancy) coconut. Total weight is 100,000 lbs.

1000 Validity extended up to 6-4-68 100,000 Sgd. Manager. Ceylon Coconut Board Sgd. (Illegibly) ලංකා පොල් මණ්ඩලයේ කළමනාකරු. Manager, Ceylon Coconut Board.

(Reverse of the Form)

The following is the English translation of the Sinhala version appearing in the first four commencing lines of this document overleaf:-

40 'Messrs. Vavasseur Trading Co. Ltd., of Colombo are hereby permitted to export per s.s. to Halifax lbs. (in words) One Hundred Thousand pounds of desiccated coconut as specified hereunder :-'

(Sgd.) K. P. G. D. Gunasekera, Sworn Translator.

R 28

R 28
 Letter sent to
 A. P. Moller of
 Denmark by
 Carson Cumber-
 batch & Co.,
 Ltd.—
 22-3-68

**Letter sent to A. P. Moller of Denmark
 by Carson Cumberbatch & Co., Ltd.**

Shipping Dept.
 SWA/BJ.

22nd March, 1968.

A. P. Moller Esq.,
 Line Department,
 8, Kongene Nytorv,
 DK — 1098,
 Copenhagen K,
 Denmark.

10

Dear Sir,

“Leda Maersk” Voy. 28 Home

We have to advise you that Vavasseur Trading Co., Ltd., shipped the undernoted bags of Desiccated Coconut for discharge at Halifax :—

AAA		
Fine	—	100 bags
BBB		
Fine	—	100 bags.
CCC		
Fine	—	100 bags.
DDD		
Fine	—	100 bags.
EEE		
Fine	—	100 bags.
FFF		
Fine	—	100 bags.
GGG		
Fine	—	100 bags.
HHH		
Fine	—	100 bags.
III		
Fine	—	100 bags.
JJJ		
Fine	—	100 bags.
KKK		
Fine	—	100 bags.
LLL		
Fine	—	100 bags.

20

30

	MMM		
	Fine	—	100 bags.
	NNN		
	Fine	—	100 bags.
	OOO		
	Fine	—	100 bags.
	PPP		
	Fine	—	100 bags.
10	QQQ		
	Fine	—	100 bags.
	RRR		
	Fine	—	100 bags.
	SSS		
	Fine	—	99 bags.
	TTT		
	Fine	—	100 bags.
	UUU		
	Fine	—	100 bags.
20	VVV		
	Fine	—	100 bags.
	WWW		
	Fine	—	100 bags.
	XXX		
	Fine	—	100 bags.
	YYY		
	Fine	—	100 bags.
	ZZZ		
	Fine	—	100 bags.
30	AAB		
	Fine	—	100 bags.
	AAC		
	Fine	—	100 bags.
	AAD		
	Fine	—	100 bags.
	AAE		
	Fine	—	100 bags.
	AAA		
	Medium	—	100 bags.
40	BBB		
	Medium	—	100 bags.
	CCC		
	Medium	—	100 bags.

R 28
 Letter sent to
 A. P. Moller of
 Denmark by
 Carson Cumber-
 batch & Co.,
 Ltd.—
 22-3-68
 —Continued.

R 28
 Letter sent to
 A. P. Moller of
 Denmark by
 Carson Cumber-
 batch & Co.,
 Ltd.—
 22-3-68
 —Continued.

DDD			
Medium	—	100 bags.	
EEE			
Medium	—	100 bags.	
FFF			
Medium	—	100 bags.	
GGG			
Medium	—	100 bags.	
HHH			
Medium	—	100 bags.	10
III			
Medium	—	100 bags.	
JJJ			
Medium	—	100 bags.	
KKK			
Medium	—	100 bags.	
LLL			
Medium	—	100 bags.	
MMM			
Medium	—	100 bags.	20
NNN			
Medium	—	100 bags.	
OOO			
Medium	—	100 bags.	
PPP			
Medium	—	100 bags.	
QQQ			
Medium	—	100 bags.	
RRR			
Medium	—	100 bags.	30
SSS			
Medium	—	100 bags.	
TTT			
Medium	—	100 bags.	

The shippers have now requested discharge at New York. The cargo has been given optional Halifax/New York stowage and the freight is payable at destination.

We shall be obliged if the cargo is discharged at New York and the Bills of Lading are amended by The Maersk Co., Ltd., London, for New York discharge. 40

c. c. London.

c. c. New York.

c. c. Halifax.

Yours faithfully,
 CARSON CUMBERBATCH & CO. LTD.

B. D. H. J. SILVA,
 Director.
 Agents — Maersk Line.

**Application for an Exchange Control Permit
to Export 50,000 lbs. of Desiccated Coconut**

Exchange Control 7
Form H 2
(H 2* S. & E.) 1/64

R 67
Application for an
Exchange Control
Permit to Export
50,000 lbs. of
Desiccated
Coconut—
22-3-68

Serial No. N/68/UK/202
To be inserted by authorised dealer

To be submitted to exporter's bank with Form CD 2; or to the Controller of Exchange in
10 terms of special arrangements made with the Controller if documents are not to be passed
through medium of a bank. After approval to be submitted to the Customs at time of
Shipment.

**If transshipment at a sterling area (Scheduled Territories) port is necessary, approved
DUPLICATE COPY should be attached to Captain's Copy of Bill of Lading.**

CEYLON

EXCHANGE CONTROL ACT, No. 24 OF 1953

**EXPORT TO COUNTRIES IN THE NON-STERLING AREA (NON-SCHEDULED
TERRITORIES) OF GOODS CONSIGNED TO THE ORDER OF A PERSON IN
THE STERLING AREA (SCHEDULED TERRITORIES) OUTSIDE CEYLON**

20 (N.B.— Please read Notes on reverse of this form.) (See page 68 of the
PARTICULARS Record of Proceedings)

1.	Name and address of exporter	Vavas seur Trading Co. Ltd. P. O. Box 163 Colombo.
2.	Name and address of sterling area (Scheduled Territories) buyer	J. H. Vavas seur & Co., Ltd., London E.C. 3
3.	Name and address of non-sterling area (Non-Scheduled Territories) consignee	
4.	Country of destination of goods	Canada
5.	Description of goods	Desiccated Coconut
30	Quantity	50,000 lbs.—
	Full invoice value of the goods (state whether c.i.f., c. & f. or f.o.b.)	£. 3371/13/0 F.O.B.

To THE CONTROLLER OF EXCHANGE, DEPARTMENT OF EXCHANGE CONTROL,
CENTRAL BANK OF CEYLON, COLOMBO.

I/We the undersigned request that I/we may be granted a permit to export goods in
accordance with the details given above. I/We attach a declaration and undertaking on
Form CD 2 as to the manner in which payment for the goods is to be/has been recovered.

*I/We have obtained permit No.....from the Controller of Exports.

40

Date : 22/3/68

VAVASSEUR TRADING CO. LTD.
(Sgd.)

Signature

R 67
Application for an
Exchange Control
Permit to Export
50,000 lbs. of
Desiccated
Coconut—
22-3-68
—Continued.

Permission granted under the Exchange Control Act, No. 24 of 1953, on behalf of the Controller of Exchange, Central Bank of Ceylon, Colombo, for export of the goods detailed above, subject to the condition that you comply with the undertakings subscribed to by you in the declaration on page 2 of the Form CD 2 furnished by you in respect of the goods, within the period specified.

(BILL OF LADING PASSED.
(Intld.) Illegible
Date 4-4-68 Customs Officer)

NATIONAL AND GRINDLAYS BANK LTD.
(Sgd.) K. HULANGAMUWA
pro. Manager.

23 MAR 1968

VALID FOR ONE MONTH FROM DATE OF ISSUE

(This need not be completed before issue of above licence, but MUST be completed by exporter before shipment.)

**PARTICULARS OF SHIPMENT
AS THEY APPEAR IN BILL OF LADING**

- 6. Name of Exporting Vessel : JOHANNES MAERSK
- 7. Port of final discharge : HALIFAX
- 8. Port of transshipment (if any).....
- 9. Marks and Numbers of Packages : Vide O'leaf
- 10. Quantity Exported : 50,000 lbs.

10

(To be completed by the Customs/Postal Authorities.)

To : THE CONTROLLER OF EXCHANGE,
DEPARTMENT OF EXCHANGE CONTROL,
CENTRAL BANK OF CEYLON, COLOMBO.

Quantity Exported : N/S
(by unit shown in cage 5)

Date of Export

Permit returned. Particulars shown by shipper correspond with those appearing on the Bill of Lading.

(Seal. H. M. CUSTOMS, COLOMBO.
(Intld.) Illegible 8/4)
Customs/Postal Stamp and initials of
Checking Officer.
Date :

*To be furnished where the goods are subject to Export Licence from the Controller of Exports.

(Reverse of the Form: For Notes to Exporter, see page 68 of the record.)

PPP	—	100	Bags
QQP	—	100	"
RRP	—	100	"
SSP	—	100	"
TTP			
Medium	—	100	"
		<hr/>	
		500	Bags
		<hr/>	

30

R 98

Application for an Exchange Control Permit
to Export 200,000 lbs. of Desiccated Coconut

R 98
Application for an
Exchange Control
Permit to Export
200,000 lbs. of
Desiccated
Coconut—
22-3-68.

Exchange Control 7
Form H 2
(H 2* S. & E.) 1/64

Serial No. N/68/UK/201
To be inserted by authorised dealer

To be submitted to exporter's bank with Form CD 2 ; or to the Controller of Exchange in
10 terms of special arrangements made with the Controller if documents are not to be passed
through medium of a bank. After approval to be submitted to the Customs at time of
Shipment.

If transhipment at a sterling area (Scheduled Territories) port is necessary, approved
DUPLICATE COPY should be attached to Captain's Copy of Bill of Lading.

CEYLON

EXCHANGE CONTROL ACT, No. 24 OF 1953

EXPORT TO COUNTRIES IN THE NON-STERLING AREA (NON-SCHEDULED
TERRITORIES) OF GOODS CONSIGNED TO THE ORDER OF A PERSON IN
THE STERLING AREA (SCHEDULED TERRITORIES) OUTSIDE CEYLON

20 (N.B.— Please read Notes on reverse of this form.) (See page 68 of the
PARTICULARS Record of Proceedings)

1. Name and address of exporter	Vavasour Trading Co. Ltd. P.O. Box 163 Colombo.
2. Name and address of sterling area (Scheduled Territories) buyer	J. H. Vavasour & Co., Ltd., London E.C. 3
3. Name and address of non-sterling area (Non-Scheduled Territories) consignee	
4. Country of destination of goods	Canada
5. Description of goods	Desiccated Coconut
30 Quantity	200,000 lbs.
Full invoice value of the goods (state whether c.i.f., c. & f. or f.o.b.)	£. 13,486/12/2 F.O.B.

To THE CONTROLLER OF EXCHANGE, DEPARTMENT OF EXCHANGE CONTROL,
CENTRAL BANK OF CEYLON, COLOMBO.

I/We the undersigned request that I/we may be granted a permit to export goods in
accordance with the details given above. I/We attach a declaration and undertaking on
Form CD 2 as to the manner in which payment for the goods is to be/has been recovered.

*I/We have obtained permit No.....from the Controller of Exports.

40

Date : 22/3/68

VAVASSEUR TRADING CO. LTD.
(Sgd.)

Signature

Application to Ceylon Coconut Board by Vavasasseur Trading Co., Ltd.,
for Desiccated Coconut Export Licence

R 31
Application to
Ceylon Coconut
Board by
Vavasasseur Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
23-3-68

APPLICATION FORM

CEYLON COCONUT BOARD

Application for Desiccated Coconut Export Licence

1. Name of applicant and/or of shipper & registration No. :— Vavasasseur Trading Co., Ltd.,
S 19.

2. Quantity & grade to be exported :-

10	<u>CASES</u>	<u>LBS.</u>		
	.....Cases (Fine)	@.....lbs.	=	.....
	.....Cases (Medium)	@.....lbs.	=	.....
	.....Cases (Fancy)	@.....lbs.	=	.....
	<u>BAGS</u>	<u>LBS.</u>		
	2300 Bags (Fine)	@.....100 lbs.	=	.....230,000 lbs.
	.....Bags (Medium)	@.....lbs.	=	.....
	.....Bags (Fancy)	@.....lbs.	=	.....
		Total		230,000 lbs.

3. Name of ship & date of sailing :— " JOHANNES MAERSK " due 27/3/68

20 4. (a) Port of Discharge :— HALIFAX

(b) Final Destination :— CANADA

5. Name of Mill/Mills where manufactured & Registration numbers :— Mill Nos. as per reverse.

6. Serial Numbers of the packages :—

7. Sampling & Licensing fees @ -/15 cts. per cwt. or part thereof :— 308/10

8. Any other information.

I/We hereby declare that the.....cases used for packing.....
lbs. of Desiccated Coconut in respect of which an Export Licence is applied for, are all locally
30 made new wooden chests.

I /We hereby declare that the statements contained herein are true and accurate.

Vavasasseur Trading Co., Ltd.,
(Sgd.) (Illegibly)
Signature

Date : 23/3/68

R 81
Application to
Ceylon Coconut
Board by
Vavasour Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
23-3-68
—Continued.

2300 bags Fine

M 61 CCB 61				M 105 CCB 105			
C 28629	—	28847	—	A 84305	—	84325	—
C 30179	—		—				21
C 30458	—	30500	—	M 106 CCB 106			
				A 81179	—	81180	—
M 63 CCB 63							2
B 03483	—	03615	—				<u>1719</u>
B 03629	—	03643	—	M 108 CCB 108			
B 03645	—	03700	—	A 66445	—	66473	—
B 04001	—	04069	—	M 109 CCB 109			
				A 65243	—	65371	—
M 67 CCB 67							129
B 64334	—	64349	—	M 110 CCB 110			
B 64450	—	64495	—	A 51208	—	51259	—
B 64497	—	64540	—				52
B 65101	—	65122	—	M 119 CCB 119			
B 65223	—	65334	—	A 33799	—	33800	—
B 66016	—	66115	—	A 34001	—	34034	—
B 66256	—	66269	—	A 34123	—	34134	—
				A 34315	—		—
M 70 CCB 70							1
A 68730	—	68800	—	M 122 CCB 122			
A 69001	—	69022	—	A 63350	—	63356	—
A 70251	—	70340	—	A 63455	—	63489	—
							7
M 72 CCB 72							<u>35</u>
A 74594	—	74650	—	M 131 CCB 131			
				A 60508	—	60551	—
				A 61471	—	61502	—
							44
M 85 CCB 85							<u>32</u>
A 84238	—	84375	—	M 132 CCB 132			
				B 38046	—		—
M 87 CCB 87				B 38051	—	38154	—
A 99143	—	99184	—				1
							<u>104</u>
				M 134 CCB 134			
M 93 CCB 93				A 35128	—	35156	—
A 82352	—	82403	—				29
M 94 CCB 94				M 138 CCB 138			
A 99367	—	99375	—	A 68523	—	68530	—
B 00089	—	00108	—				8
				M 141 CCB 141			
M 97 CCB 97				A 64552	—	64609	—
A 43146	—	43171	—				58
				M 143 CCB 143			
M 98 CCB 98				A 40440	—	40443	—
B 06769	—	06810	—				4
							<u>2300</u>
M 99 CCB 99							<u>40</u>
A 55144	—	55176	—				
A 55178	—	55194	—				
M 100 CCB 100							
A 79403	—	79472	—				
M 104 CCB 104							
B 14286	—	14333	—				
B 14355	—	14406	—				
B 14515	—	14531	—				

Application to Ceylon Coconut Board by Vavasasseur Trading Co., Ltd.,
for Desiccated Coconut Export Licence

R 32
Application to
Ceylon Coconut
Board by
Vavasasseur Trading
Co., Ltd. for
Desiccated Coconut
Export Licence—
23-3-68.

APPLICATION FORM

CEYLON COCONUT BOARD

Application for Desiccated Coconut Export Licence

1. Name of applicant and/or of shipper & registration No. :— Vavasasseur Trading Co., Ltd.,
S 19.
2. Quantity & grade to be exported :-

10	<u>CASES</u>	<u>LBS.</u>		
	.....Cases (Fine)	@.....lbs.	=	.....
	.....Cases (Medium)	@.....lbs.	=	.....
	.....Cases (Fancy)	@.....lbs.	=	.....
	<u>BAGS</u>	<u>LBS.</u>		
	.....Bags (Fine)	@.....lbs.	=	.....
	.....1,000 Bags (Medium)	@.....100 lbs.	=	100,000 lbs.
	.....Bags (Fancy)	@.....lbs.	=	.....
		Total		100,000 lbs.

3. Name of ship & date of sailing :— " JOHANNES MAERSK " due 27/3/68
- 20 4. (a) Port of Discharge :— HALIFAX
- (b) Final Destination :— CANADA
5. Name of Mill/Mills where manufactured & Registration numbers :— Mill Nos. as per reverse.
6. Serial Numbers of the packages :—
7. Sampling & Licensing fees @ -/15 cts. per cwt. or part thereof :—
8. Any other information.

I/We hereby declare that the.....cases used for packing.....
lbs. of Desiccated Coconut in respect of which an Export Licence is applied for, are all locally
30 made new wooden chests.

I /We hereby declare that the statements contained herein are true and accurate.

Vavasasseur Trading Co., Ltd.,

(Sgd.) (Illegibly)
Signature

Date : 23/3/68

**Application to Ceylon Coconut Board by Vavas seur Trading Co., Ltd.,
for Desiccated Coconut Export Licence**

R 33
Application to
Ceylon Coconut
Board by
Vavas seur Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
23-3-68

APPLICATION FORM

CEYLON COCONUT BOARD

Application for Desiccated Coconut Export Licence

1. Name of applicant and/or shipper & registration No. :— Vavas seur Trading Co., Ltd.,
S. 19.

2. Quantity & grade to be exported :—

10	<u>CASES</u>	<u>LBS.</u>		
	.....Cases (Fine)	@.....lbs.	=	.....
	.....Cases (Medium)	@.....lbs.	=	.....
	.....Cases (Fancy)	@.....lbs.	=	.....
	<u>BAGS</u>	<u>LBS.</u>		
	.....Bags (Fine)	@.....lbs.	=	.....
	.....200..... Bags (Medium)	@.....100 lbs.	=	..... 20,000 lbs.
	.....Bags (Fancy)	@.....lbs.	=	.....
			Total	<u>20,000 lbs.</u>

3. Name of ship & date of sailing :— " JOHANNES MAERSK " due 27/3/68 .

20 4. (a) Port of Discharge :— HALIFAX

(b) Final Destination :— CANADA

5. Name of Mill/Mills where manufactured & Registration numbers :— Mill Nos. as per reverse.

6. Serial Numbers of the packages :—

7. Sampling & Licensing fees @ -/15 cts. per cwt. or part thereof :—

8. Any other information.

I/We hereby declare that the.....cases used for packing.....
lbs. of Desiccated Coconut in respect of which an Export Licence is applied for, are all locally
30 made new wooden chests.

I /We hereby declare that the statements contained herein are true and accurate.

Vavas seur Trading Co., Ltd.,
(Sgd.) (Illegibly)
Signature

Date : 23/3/68

R 33
 Application to
 Ceylon Coconut
 Board by
 Vavasour Trading
 Co., Ltd., for
 Desiccated Coconut
 Export Licence—
 23-3-68
 —Continued.

200 Bags Medium

M 80 CCB 80
 A 71792 — 71798 — 7
 A 71800 — 71821 — 22

M 82 CCB 82
 B 14809 — 14829 — 21

M 89 CCB 89
 B 88922 — 88930 — 9

M 124 CCB 124
 A 27913 — 27924 — 12
 A 27934 — 27949 — 16

10

M 132 CCB 132
 B 36791 — 36802 — 12
 B 36815 — 36825 — 11
 B 36887 — 36899 — 13
 B 37832 — 37854 — 23
 B 37898 — — 1

M 136 CCB 136
 A 50755 — 50767 — 13

M 138 CCB 138
 A 68737 — 68742 — 6
 A 68778 — 68800 — 23
 A 68301 — 68810 — 10

20

M 131 CCB 131
 A 61997 — — 1 Bag
 —————
 200 Bags

R 34

Application to Ceylon Coconut Board by Vavas seur Trading Co., Ltd.
for Desiccated Coconut Export Licence

APPLICATION FORM

CEYLON COCONUT BOARD

Application for Desiccated Coconut Export Licence

R 34
Application to
Ceylon Coconut
Board by
Vavas seur Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
24-3-68.

1. Name of applicant and/or shipper & registration No :— Vavas seur Trading Co., Ltd.
S. 19

2. Quantity & grade to be exported :—

10	<u>CASES</u>	<u>LBS.</u>			
	.....Cases (Fine)	@.....lbs.	=	.....
	.....Cases (Medium)	@.....lbs.	=	.....
	.....Cases (Fancy)	@.....lbs.	=	.....
	<u>BAGS</u>	<u>LBS.</u>			
	..... 200 .....Bags (Fine)	@.....100... lbs.	=	20,000 lbs.	
	.....Bags (Medium)	@.....lbs.	=	.....
	.....Bags (Fancy)	@.....lbs.	=	.....
		Total		20,000 lbs.	

3.	Name of ship & date of sailing :—	“ JOHANNES MAERSK ” due 27/3			
20	4. (a) Port of Discharge :—	HALIFAX	M 63 CCB 63		
	(b) Final Destination :—	CANADA	B 03644 —	—	1
	5. Name of Mill/Mills where manufactured & Registration numbers :—		M 67 CCB 67		
			B 66116 —	66135 —	20
			M 87 CCB 87		
			B 00102 —	00169 —	68
			M 88 CCB 88		
			A 51249 —	51280 —	32
30			M 93 CCB 93		
			A 82255 —	82302 —	50
			M 109 CCB 109		
			A 65651 —	65652 —	2
	6. Serial Numbers of the packages :—		M 113 CCB 113		
			A 62245 —	62270 —	26
			M 130 CCB 130		
			A 64201 —	—	1
					200
40	7. Sampling & Licensing fees @ -/15 cts. per cwt. or part thereof :—				
	8. Any other information				

I/We hereby declare that the.....cases used for packing..... lbs. of Desiccated Coconut in respect of which an Export Licence is applied for, are all locally made new wooden chests.

I/We hereby declare that the statements contained herein are true and accurate.

Date : 24/3/68

Vavas seur Trading Co., Ltd.,
(Sgd.) (Illegibly)
Signature

R 35
 Application to
 Ceylon Coconut
 Board by
 Vavasasseur Trading
 Co., Ltd., for
 Desiccated Coconut
 Export Licence—
 25-3-68

R 35

Application to Ceylon Coconut Board by Vavasasseur Trading Co., Ltd.,
 for Desiccated Coconut Export Licence

APPLICATION FORM

CEYLON COCONUT BOARD

Application for Desiccated Coconut Export Licence

1. Name of applicant and/or of shipper & registration No. :— Vavasasseur Trading Co., Ltd.,
 S. 19.

2. Quantity & grade to be exported :—

<u>CASES</u>	<u>LBS.</u>	10
.....Cases (Fine)	@.....lbs. =	
.....Cases (Medium)	@.....lbs. =	
.....Cases (Fancy)	@.....lbs. =	
<u>BAGS</u>	<u>LBS.</u>	
.....Bags (Fine)	@.....lbs. =	
.....296..... Bags (Medium)	@.....100... lbs. =	29,600 lbs.
.....Bags (Fancy)	@.....lbs. =	
Total		<u><u>29,600 lbs.</u></u>

3. Name of ship & date of sailing :— " JOHANNES MAERSK " due 27/3

4. (a) Port of Discharge :— HALIFAX 20

(b) Final Destination :— CANADA

5. Name of Mill/Mills where manufactured & Registration numbers :— Mill Nos. as per reverse.

6. Serial Numbers of the packages :—

7. Sampling & Licensing fees @ -/15 cts. per cwt. or part thereof :—

8. Any other information.

I/We hereby declare that the.....cases used for packing.....
 lbs. of Desiccated Coconut in respect of which an Export Licence is applied for, are all locally
 made new wooden chests. 30

I /We hereby declare that the statements contained herein are true and accurate.

Vavasasseur Trading Co., Ltd.,
 (Sgd.) (Illegibly)
 Signature

Date : 25/3/68

296 Bags Medium

	M 75 CCB 75			
	B 09638	—	09670	— 33
	M 82 CCB 82			
	B 14882	—	14888	— 7
	M 85 CCB 85			
	A 84966	—	85000	— 35
	A 86801	—	86823	— 23
	A 86884	—	86885	— 2
10	A 86887	—	86898	— 12
	A 86900	—	86905	— 6
	M 89 CCB 89			
	B 92879	—	—	— 1
	B 92895	—	92904	— 10
	M 94 CCB 94			
	B 00885	—	00941	— 57
	M 119 CCB 119			
	A 35702	—	35721	— 20
	M 124 CCB 124			
20	A 28610	—	28614	— 5
	M 136 CCB 136			
	A 50985	—	51000	— 16
	A 51901	—	51906	— 6
	M 141 CCB 141			
	A 65842	—	65881	— 40
	A 65883	—	65890	— 8
	A 65892	—	65901	— 10
	M 74 CCB 74			
	B 34983	—	34987	— 5
30				<u>296</u>

R 35
 Application to
 Ceylon Coconut
 Board by
 Vavasour Trading
 Co., Ltd., for
 Desiccated Coconut
 Export Licence—
 25-3-68
 —Continued.

R 36
Application to
Ceylon Coconut
Board by
Vavas seur Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
25-3-68

Application to Ceylon Coconut Board by Vavas seur Trading Co., Ltd.,
for Desiccated Coconut Export Licence

APPLICATION FORM

CEYLON COCONUT BOARD

Application for Desiccated Coconut Export Licence

1. Name of applicant and/or of shipper & registration No. :— Vavas seur Trading Co., Ltd.,
S. 19.

2. Quantity & grade to be exported :-

<u>CASES</u>	<u>LBS.</u>	10
.....Cases (Fine)	@.....lbs. =	.....
.....Cases (Medium)	@.....lbs. =	.....
.....Cases (Fancy)	@.....lbs. =	.....
<u>BAGS</u>	<u>LBS.</u>	
.....500 Bags (Fine)	@.....100 lbs. =	.....50,000 lbs.
.....Bags (Medium)	@.....lbs. =	.....
.....Bags (Fancy)	@.....lbs. =	.....
Total		<u>50,000 lbs.</u>

3. Name of ship & date of sailing :— " JOHANNES MAERSK " due 27/3

4. (a) Port of Discharge :— HALIFAX 20

(b) Final Destination :— CANADA

5. Name of Mill/Mills where manufactured & Registration numbers :— Mill Nos. as per reverse.

6. Serial Numbers of the packages :—

7. Sampling & Licensing fees @ -/15 cts. per cwt. or part thereof :—

8. Any other information.

I/We hereby declare that the.....cases used for packing.....
lbs. of Desiccated Coconut in respect of which an Export Licence is applied for, are all locally
made new wooden chests. 30

I /We hereby declare that the statements contained herein are true and accurate.

Vavas seur Trading Co., Ltd.,
(Sgd.) (Illegibly)
Signature

Date : 25/3/68

500 Bags Fine

	M 67 CCB 67			
	B 66136	—	—	1
	B 66225	—	66255	—
	B 66270	—	66274	—
				5
	M 70 CCB 70			
	A 70176	—	70250	—
				75
	M 74 CCB 74			
	B 36292	—	36375	—
				84
10	M 87 CCB 87			
	B 00170	—	00201	—
				32
	M 88 CCB 88			
	A 51281	—	51319	—
				39
	M 93 CCB 93			
	A 82320	—	82351	—
				32
	M 95 CCB 95			
	A 82025	—	82072	—
				48
	M 98 CCB 98			
	B 07047	—	07070	—
				24
20	M 113 CCB 113			
	A 62271	—	62296	—
	A 62424	—	62460	—
				26
				37
	M 136 CCB 136			
	A 51775	—	51831	—
				57
	M 138 CCB 138			
	A 70061	—	70069	—
				9
				<u>500</u>

R 36
 Application to
 Ceylon Coconut
 Board by
 Vavasour Trading
 Co., Ltd., for
 Desiccated Coconut
 Export Licence—
 25-3-68
 —Continued.

R 37
 Application to
 Ceylon Coconut
 Board by
 Vavas seur Trading
 Co., Ltd., for
 Desiccated Coconut
 Export Licence—
 25-3-68

Application to Ceylon Coconut Board by Vavas seur Trading Co., Ltd.,
 for Desiccated Coconut Export Licence

APPLICATION FORM

CEYLON COCONUT BOARD

Application for Desiccated Coconut Export Licence

1. Name of applicant and/or of shipper & registration No. :— Vavas seur Trading Co., Ltd.,
 S. 19.

2. Quantity & grade to be exported :—

<u>CASES</u>	<u>LBS.</u>	10
.....Cases (Fine)	@.....lbs. =	.....
.....Cases (Medium)	@.....lbs. =	.....
.....Cases (Fancy)	@.....lbs. =	.....
<u>BAGS</u>	<u>LBS.</u>	
.....Bags (Fine)	@.....lbs. =	.....
..... 736.....Bags (Medium)	@.....100 lbs. =	..... 73,600 lbs.
.....Bags (Fancy)	@.....lbs. =	.....
Total		73,600 lbs.

3. Name of ship & date of sailing :— " JOHANNES MAERSK " due 27/3

4. (a) Port of Discharge :— HALIFAX 20

(b) Final Destination :— CANADA

5. Name of Mill/Mills where manufactured & Registration numbers :— Mill Nos. as per reverse.

6. Serial Numbers of the packages :—

7. Sampling & Licensing fees @ -/15 cts. per cwt. or part thereof :—

8. Any other information.

I/We hereby declare that the.....cases used for packing.....
 lbs. of Desiccated Coconut in respect of which an Export Licence is applied for, are all locally
 made new wooden chests. 30

I /We hereby declare that the statements contained herein are true and accurate.

Vavas seur Trading Co., Ltd.,

Date : 25/3/68

(Sgd.) (Illegibly)
 Signature

736 Bags Medium				B/f	—	604 Bags
	M 70 CCB 70			M 132 CCB 132		
	A 70739 — 70885 —	147		B 39724 — 39756 —	33	
				B 39793 — 39809 —	17	
	M 87 CCB 87			M 136 CCB 136		
	B 00808 — 00840 —	33		A 51907 — 51936 —	30	
	M 91 CCB 91			M 138 CCB 138		
10	B 03948 — 03952 —	5		A 69957 — 70000 —	44	
	M 93 CCB 93			A 70801 — 70808 —	8	
	A 82858 — 82885 —	28				736
	M 95 CCB 95					<u>736</u>
	A 81993 — 82000 —	8				
	M 98 CCB 98					
	B 07690 — 07696 —	7				
	M 104 CCB 104					
	B 15404 — 15433 —	30				
20	M 108 CCB 108					
	A 65910 — 65942 —	33				
	M 111 CCB 111					
	A 53828 — 53846 —	18				
	A 53872 — 53964 —	93				
	M 113 CCB 113					
	A 61986 — 61992 —	7				
	A 61994 — 61996 —	3				
	A 61998 — 62000 —	3				
	A 62871 — 62881 —	11				
30	M 118 CCB 118					
	A 59997 — 60000 —	4				
	A 60791 — 60794 —	4				
	M 121 CCB 121					
	A 69989 — 70000 —	12				
	A 70701 — 70738 —	38				
	M 122 CCB 122					
	A 64704 — 64743 —	40				
	M 131 CCB 131					
	A 61788 — —	1				
40	M 74 CCB 74					
	B 34988 — 35000 —	13				
	B 35801 — 35802 —	2				
	M 68 CCB 68					
	B 809 — 857 —	49				
	M 86 CCB 86					
	A 92775 — 92788 —	14				
						<u>604</u>

R 37
Application to
Ceylon Coconut
Board by
Vavasour Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
25-3-68
—Continued.

R 38
Application to
Ceylon Coconut
Board by
Vavas seur Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
26-3-68

R 38

Application to Ceylon Coconut Board by Vavas seur Trading Co., Ltd.,
for Desiccated Coconut Export Licence

APPLICATION FORM

CEYLON COCONUT BOARD

Application for Desiccated Coconut Export Licence

1. Name of applicant and/or of shipper & registration No. :— Vavas seur Trading Co., Ltd.,
S. 19.

2. Quantity & grade to be exported :-

<u>CASES</u>	<u>LBS.</u>	10
.....Cases (Fine)	@.....lbs. =	.....
.....Cases (Medium)	@.....lbs. =	.....
.....Cases (Fancy)	@.....lbs. =	.....
<u>BAGS</u>	<u>LBS.</u>	
.....Bags (Fine)	@.....lbs. =	.....
.....268 Bags (Medium)	@.....100 lbs. =	.....26,800 lbs.
.....Bags (Fancy)	@.....lbs. =	.....
Total		<u><u>26,800 lbs.</u></u>

3. Name of ship & date of sailing :— “ JOHANNES MAERSK ” due 27/3

4. (a) Port of Discharge :— HALIFAX 20

(b) Final Destination :— CANADA

5. Name of Mill/Mills where manufactured & Registration numbers :— Mill Nos. as per reverse.

6. Serial Numbers of the packages :—

7. Sampling & Licensing fees @ -/15 cts. per cwt. or part thereof :—

8. Any other information.

I/We hereby declare that the.....cases used for packing.....
lbs. of Desiccated Coconut in respect of which an Export Licence is applied for, are all locally
made new wooden chests. 30

I /We hereby declare that the statements contained herein are true and accurate.

Vavas seur Trading Co., Ltd.,

Date : 26/3/68

(Sgd.) (Illegibly)
Signature

268 bags Medium

	M 81 CCB 81		
	A 67878	— 67881	— 4
	A 67883	— 67891	— 9
	A 67893	— 67901	— 9
	A 67903	— 67911	— 9
	A 67913	— 67921	— 9
	A 67923	— 67930	— 8
	M 89 CCB 89		
10	B 93739	— 93818	— 80
	M 95 CCB 95		
	A 82701	— 82719	— 19
	M 108 CCB 108		
	A 65959	— 65976	— 18
	M 109 CCB 109		
	A 65943	— 65963	— 21
	M 113 CCB 113		
	A 62906	— 62910	— 5
	A 62912	— 62913	— 2
20	A 62916	— 62939	— 24
	A 62941	— 62944	— 4
	M 121 CCB 121		
	A 70834	— 70843	— 10
	M 131 CCB 131		
	A 61790	— 61806	— 17
	A 61808	— 61817	— 10
	M 138 CCB 138		
	A 70869	— 70878	— 10
			<u>268</u>
			<u>268</u>

R 38
 Application to
 Ceylon Coconut
 Board by
 Vavasseur Trading
 Co., Ltd., for
 Desiccated Coconut
 Export Licence—
 26-3-68:
 —Continued.

R 43
Desiccated Coconut
General Export
Licence issued to
Vavasour Trading
Co., Ltd., to Export
230,000 lbs.—
26-8-68.

R 43

**Desiccated Coconut General Export Licence issued to
Vavasour Trading Co., Ltd. to export 230,000 lbs.**

Valid for fourteen days from the date of issue
නිකුත් කළ දින සිට දින 14 ක් දක්වා වලංගුයි
1935 අංක 13 දරණ පොල් ළව්‍ය ආඥා පනත
THE COCONUT PRODUCTS ORDINANCE No. 13 of 1935
අංක No. K 36585

**කපාපු පොල් සඳහා සාමාන්‍ය අපනයන බලපත්‍රය
DESICCATED COCONUT GENERAL EXPORT LICENCE**

කොළඹ, සීමාසහිත වැවසියර් ට්‍රේඩිං සමාගමට 10
පහත දැක්වෙන පරිදි කපාපු පොල් රාත්තල් (වචන වලින්) දෙලක්ෂ තිස්දහස්
පමණක් අපනයනය කිරීමට මෙයින් බලය පැවරේ.
නැවෙහි නම..... JOHANNES MAERSK..... භාණ්ඩ යැවෙන ස්ථානය..... හැලිෆැක්ස්.....
NOT TRANSFERABLE/NOT NEGOTIABLE අත්සතු කිරීම හෝ මාරු කිරීම තහනම්
Mr./Messrs.....
of..... is/are hereby permitted to export
per S. S. to
..... lbs. (in words)
..... pound
of DESICCATED COCONUT as specified hereunder:- 20

	රාත්තල් lbs.
පෙට්ටි..... cases of රා..... (බැගින්) lbs. each (nett) =	
(සියුම්) (Fine)	
පෙට්ටි..... cases of රා..... (බැගින්) lbs. ,, =	
(මධ්‍යම/විසිතුරු) (Medium/Fancy)	
මලු..... 2300..... paper bags of රා..... 100..... (බැගින්) lbs. ,, = 230,000	
(සියුම්) (Fine)	
මලු..... paper bags of රා..... (බැගින්) lbs. ,, =	
(මධ්‍යම/විසිතුරු) (Medium/Fancy)	
..... ,, = 80	
..... ,, =	
2300	230,000

නිකුත් කළ දිනය :
Date of issue 1968-3-26.
(Sgd.) (Illegibly)
ලංකා පොල් මණ්ඩලයේ කළමනාකරු.
Manager, Ceylon Coconut Board.

(Reverse of the Form)
The following is the English translation of the Sinhala version appearing in the first four commencing lines of this document overleaf :-

• Messrs. Vavasour Trading Co. Ltd., of Colombo are hereby permitted to export per s.s..... 40
..... to Halifax..... lbs.
(in words) Two Hundred and Thirty Thousand pounds of desiccated coconut as specified hereunder :—

(Sgd.) K. P. G. D. Gunasekera,
Sworn Translator.

R 44

Desiccated Coconut General Export Licence issued to Vavasseur Trading Co., Ltd. to export 20,000 lbs.

R 44
Desiccated Coconut
General Export
Licence issued to
Vavasseur Trading
Co., Ltd. to Export
20,000 lbs.—
26-3-68.

Valid for fourteen days from the date of issue නිකුත් කළ දින සිට දින 14 ක් දක්වා වලංගුයි

1935 අංක 13 දරණ පොල් ද්‍රව්‍ය ආඥා පණත

THE COCONUT PRODUCTS ORDINANCE No. 13 of 1935

අංක No. K 36586

**කපාපු පොල් සිඳුහා සාමාන්‍ය අපණයන බලපත්‍රය
DESICCATED COCONUT GENERAL EXPORT LICENCE**

10 කොළඹ, සීමාසහිත වැවසියර් ට්‍රේඩිං සමාගමට
පහත දැක්වෙන පරිදි කපාපු පොල් රාත්තල් (වචන වලින්) විසි දහක් පමණක්
අපණයනය කිරීමට මෙයින් බලය පැවරේ.
තැවෙහි නම JOHANNES MAERSK හාණ්ඩ යැවෙන ස්ථානය හැලිෆැක්ස්
NOT TRANSFERABLE/NOT NEGOTIABLE අත්පතු කිරීම හෝ මාරු කිරීම තහනම්
Mr./Messrs.
of is/are hereby permitted to export
per S. S. to
lbs. (in words)
pound

20 of DESICCATED COCONUT as specified hereunder:-

		රාත්තල් lbs.	
පෙට්ටි	cases of රා	(බැගින්) lbs. each (nett) =	
(සියුම්)	(Fine)		
පෙට්ටි	cases of රා	(බැගින්) lbs. ,, =	
(මධ්‍යම/විසිතුරු)	(Medium/Fancy)		
මදු	200 paper bags of රා	100 (බැගින්) lbs. ,, =	20,000
(සියුම්)	(Fine)		
මදු	paper bags of රා	(බැගින්) lbs. ,, =	
(මධ්‍යම/විසිතුරු)	(Medium/Fancy)		
30		,, =	
		,, =	
	200		20,000

නිකුත් කළ දිනය :
Date of issue 1968-3-26.

(Sgd.) (Illegibly)
ලංකා පොල් මණ්ඩලයේ කළමනාකරු.
Manager, Ceylon Coconut Board.

(Reverse of the Form)

The following is the English translation of the Sinhala version appearing in the first four commencing lines of this document overleaf :-

40 'Messrs. Vavasseur Trading Co. Ltd., of Colombo are hereby permitted to export per s.s. to Halifax lbs. (in words) Twenty Thousand pounds of desiccated coconut as specified hereunder :-'

(Sgd.) K. P. G. D. Gunasekera,
Sworn Translator.

R 64
Application for an
Exchange Control
Permit to Export
50,000 lbs. of
Desiccated
Coconut—
26-3-68.

**Application for an Exchange Control Permit
to Export 50,000 lbs. of Desiccated Coconut**

Exchange Control 7
Form H 2
(H 2* S. & E) 1/64

Serial No. N/68/UK/218

To be inserted by authorised dealer

To be submitted to exporter's bank with Form CD 2 ; or to the Controller of Exchange in terms of special arrangements made with the Controller if documents are not to be passed ¹⁰ through medium of a bank. After approval to be submitted to the Customs at time of shipment.

If transshipment at a sterling area (Scheduled Territories) port is necessary, approved DUPLICATE COPY should be attached to Captain's Copy of Bill of Lading,

CEYLON

EXCHANGE CONTROL ACT, No. 24 OF 1953

EXPORT TO COUNTRIES IN THE NON-STERLING AREA (NON-SCHEDULED TERRITORIES) OF GOODS CONSIGNED TO THE ORDER OF A PERSON IN THE STERLING AREA (SCHEDULED TERRITORIES) OUTSIDE CEYLON

(N.B.— Please read Notes on reverse of this form.) (See page 68 of the ²⁰ Record of Proceedings)
PARTICULARS

1. Name and address of exporter	Vavasour Trading Co. Ltd, P. O. Box 163 Colombo.	
2. Name and address of sterling area (Scheduled Territories) buyer	J. H. Vavasour & Co. Ltd., London E.C. 3.	
3. Name and address of non-sterling area (Non-Scheduled Territories) consignee		
4. Country of destination of goods	Canada	
5. Description of goods	Desiccated Coconut	
Quantity	50,000 lbs. —	30
Full invoice value of the goods (state whether c.i.f., c. & f. or f.o.b.)	£. 3,431/18/5 F.O.B.	

To THE CONTROLLER OF EXCHANGE, DEPARTMENT OF EXCHANGE CONTROL, CENTRAL BANK OF CEYLON, COLOMBO.

I/We the undersigned request that I/we may be granted a permit to export goods in accordance with the details given above. I/We attach a declaration and undertaking on Form CD 2 as to the manner in which payment for the goods is to be/has been recovered.

*I/We have obtained permit No.....from the Controller of Exports.

VAVASSEUR TRADING CO. LTD.
(Sgd.)

40

Date : 26/3/68

Signature

Permission granted under the Exchange Control Act, No. 24 of 1953, on behalf of the Controller of Exchange, Central Bank of Ceylon, Colombo, for export of the goods detailed above, subject to the condition that you comply with the undertakings subscribed to by you in the declaration on page 2 of the Form CD 2 furnished by you in respect of the goods, within the period specified.

R 64
Application for an
Exchange Control
Permit to Export
50,000 lbs. of
Desiccated
Coconut—
26-3-68
—Continued.

(BILL OF LADING PASSED
Intld. Illegible
Date 4-4-68 Customs Officer)

NATIONAL AND GRINDLAYS BANK LTD.
(Sgd.) N. SIVALINGAM
pro. Manager.

29 MAR 1968

VALID FOR ONE MONTH FROM DATE OF ISSUE

¹⁰ (This need not be completed before issue of above licence, but MUST be completed by exporter before shipment.)

PARTICULARS OF SHIPMENT AS THEY APPEAR IN BILL OF LADING

- 6. Name of Exporting Vessel : JOHANNES MAERSK
- 7. Port of final discharge : HALIFAX
- 20 8. Port of transshipment (if any).....
- 9. Marks and Numbers of Packages : Vide O'leaf
- 10. Quantity Exported : 50,000 lbs.

(To be completed by the Customs/Postal Authorities.)

To : THE CONTROLLER OF EXCHANGE, DEPARTMENT OF EXCHANGE CONTROL, CENTRAL BANK OF CEYLON, COLOMBO.

Quantity Exported : N/S
(by unit shown in cage 5)

Date of Export :

Permit returned. Particulars shown by shipper correspond with those appearing on the Bill of Lading.

(Seal H. M. CUSTOMS, COLOMBO.
(Intld.) Illegible 8/4)

Customs/Postal Stamp and initials of
Checking Officer.

Date :

*To be furnished where the goods are subject to Export Licence from the Controller of Exports.

(Reverse of the Form: For Notes to Exporter, see page 68 of the record.)

- 30 RVA
Fine — 100 Bags
- RVB
Fine — 100 Bags
- RVC
Fine — 100 Bags
- RVD
Fine — 100 Bags
- RVE
Fine — 100 Bags
- 500 Bags

R 68

R 68
Application for an
Exchange Control
Permit to Export
100,000 lbs. of
Desiccated
Coconut—
26-3-68

**Application for an Exchange Control Permit
to Export 100,000 lbs. of Desiccated Coconut**

Exchange Control 7
Form H 2
(H 2* S. & E.) 1/64

Serial No. N/68/UK/217
To be inserted by authorised dealer

To be submitted to exporter's bank with Form CD 2 ; or to the Controller of Exchange in terms of special arrangements made with the Controller if documents are not to be passed through medium of a bank. After approval to be submitted to the Customs at time of Shipment.

If transhipment at a sterling area (Scheduled Territories) port is necessary, approved DUPLICATE COPY should be attached to Captain's Copy of Bill of Lading.

CEYLON

EXCHANGE CONTROL ACT, No. 24 OF 1953

EXPORT TO COUNTRIES IN THE NON-STERLING AREA (NON-SCHEDULED TERRITORIES) OF GOODS CONSIGNED TO THE ORDER OF A PERSON IN THE STERLING AREA (SCHEDULED TERRITORIES) OUTSIDE CEYLON

(N.B.— Please read Notes on reverse of this form.) (See page 68 of the 20

PARTICULARS *Record of Proceedings)*

1. Name and address of exporter	Vavas seur Trading Co. Ltd., P.O. Box 163 Colombo.	
2. Name and address of sterling area (Scheduled Territories) buyer	J. H. Vavas seur & Co. Ltd., London E.C. 3	
3. Name and address of non-sterling area (Non-Scheduled Territories) consignee		
4. Country of destination of goods	Canada	
5. Description of goods	Desiccated Coconut	
Quantity	100,000 lbs.	80
Full invoice value of the goods (state whether c.i.f., c. & f. or f.o.b.)	£. 6,863/16/10 F.O.B.	

To THE CONTROLLER OF EXCHANGE, DEPARTMENT OF EXCHANGE CONTROL, CENTRAL BANK OF CEYLON, COLOMBO.

I/We the undersigned request that I/we may be granted a permit to export goods in accordance with the details given above. I/We attach a declaration and undertaking on Form CD 2 as to the manner in which payment for the goods is to be/has been recovered.

*I/We have obtained permit No.....from the Controller of Exports.

(Sgd.) VAVASSEUR TRADING CO., LTD.
(Sgd.)

Date : 26/3/68

Signature

Permission granted under the Exchange Control Act, No. 24 of 1953, on behalf of the Controller of Exchange, Central Bank of Ceylon, Colombo, for export, of the goods detailed above, subject to the condition that you comply with the undertakings subscribed to by you in the declaration on page 2 of the Form CD 2 furnished by you in respect of the goods, within the period specified.

R 68
Application for an
Exchange Control
Permit to Export
100,000 lbs. of
Desiccated
Coconut—
26-3-68
—Continued.

NATIONAL AND GRINDLAYS BANK

(BILL OF LADING PASSED
Intld. (Illegible)
Date 4-4-68 *Customs Officer*)

29 MAR 1968

(Sgd.) N. SIVALINGAM
pro. Manager

10

VALID FOR ONE MONTH FROM DATE OF ISSUE

<p><i>(This need not be completed before issue of above licence, but MUST be completed by exporter before shipment.)</i></p> <p>PARTICULARS OF SHIPMENT AS THEY APPEAR IN BILL OF LADING</p> <p>6. Name of Exporting Vessel : JOHANNES MAERSK</p> <p>7. Port of final discharge : HALIFAX</p> <p>20 8. Port of transshipment (if any).....</p> <p>9. Marks and Numbers of Packages : Vide O'leaf</p> <p>10. Quantity Exported : 100,000 lbs.</p>	<p>(To be completed by the Customs/Postal Authorities.)</p> <p>To : THE CONTROLLER OF EXCHANGE, DEPARTMENT OF EXCHANGE CONTROL, CENTRAL BANK OF CEYLON, COLOMBO.</p> <p>Quantity Exported : 70,000 lbs.</p> <p>Date of Export : 6/4</p> <p>Permit returned. Particulars shown in shipper correspond with those appearing on the Bill of Lading.</p> <p>(Seal H. M. CUSTOMS—COLOMBO (Intld.) Illegible 8/4) <i>Customs/Postal Stamp and initials of Checking Officer.</i></p> <p>Date :</p>
---	---

*To be furnished where the goods are subject to Export Licence from the Controller of Exports.

(Reverse of the Form : For Notes to Exporter, see page 68 of the record)

80	FFV	Medium	—	100 Bags		RVP	Fine	—	100 Bags
	GGV	Medium	—	100 ,,		RVQ	Fine	—	100 ,,
	HHV	Medium	—	100 ,,		PVR	Fine	—	100 ,,
	IIV	Medium	—	100 ,,		RVS	Fine	—	100 ,,
	JJV	Medium	—	100 ,,		RVT	Fine	—	100 ,,
40				500 ,,					500 ,,

R 4
Circular to D. C.
Millers and Circular
to Shippers of
Desiccated Coconut
to the U.S.A.
issued by the
Ceylon Coconut
Board—
27-3-68

**Circular to D. C. Millers and Circular to
Shippers of Desiccated Coconut to the U. S. A.
issued by the Ceylon Coconut Board**

**CIRCULAR TO SHIPPERS OF D.C.
TO THE U.S.A.**

27th March, 1968.

Messrs.

Dear Sirs,

The present position relating to the shipments of D.C. to the U.S.A. is ¹⁰ as follows :—

Desiccated coconut for this market should be purchased from mills fully equipped in accordance with the requirements of the Ceylon Coconut Board. A list of such mills is annexed. When you enter into contracts with millers in the annexed list, you should notify this Board which will then arrange for the supervision of the D.C. being manufactured under such contracts. The manufacture will be supervised by officers of this Board and the D.C. manufactured will be sampled on a 100% basis, before despatch to Colombo. Further check sampling will take place in the shippers stores prior to shipment. This procedure is being enforced to ensure as far as is practicable that ²⁰ D.C. shipped to the States will be free from bacteriological contamination.

Shippers are notified that the requirement of uniformity throughout the shipment in compliance with the standard laid down by the American buyer is being suspended temporarily for the months of April, May and June and contracts must be executed within the subsequent three months, *i.e.* July, August and September. All material must comply with the requirements of the Ceylon Standards Specifications.

Yours faithfully,

(Sgd.) S. GUNASEKERA
Manager.

Fully Equipped Mills

R 4
Circular to D. C.
Millers and Circular
to Shippers of
Desiccated Coconut
to the U. S. A.
issued by the
Ceylon Coconut
Board—
27-3-68
—Continued.

	1.	M	—	61,	M/s.	Meenambika Limited, Lunuwila.
	2.	M	—	62,	„	Dediyawala Mills, Waskaduwa.
	3.	M	—	63,	„	Chilaw Mills, Chilaw.
	4.	M	—	64,	„	Rathkarawwa Mills, Maspotha.
	5.	M	—	65,	„	Kuliyapitiya D.C. Mills, Kuliyapitiya.
	6.	M	—	66,	„	Giriulla Mills, Giriulla.
	7.	M	—	67,	„	Marawila C.P.C.S. Ltd., Marawila.
	8.	M	—	68,	„	Dimbulwatte D.C. Mills, Veyangoda.
10	9.	M	—	69,	„	Baduwatte D.C. Mills, Katana.
	10.	M	—	70,	„	Winifreda, D.C. Mills, Negombo.
	11.	M	—	72,	„	St. Joseph's D.C. Mills, Divulapitiya.
	12.	M	—	74,	„	Dunagaha C.P.C.S. Ltd. Dunagaha.
	13.	M	—	76,	„	Meenambika Mills, Mirigama.
	14.	M	—	79,	„	Fatima D.C. Mills, Dankotuwa.
	15.	M	—	82,	„	Nattandiya C.P.C.S. Ltd., Lunuwila.
	16.	M	—	85,	„	Palangature Mills, Kochchikade.
	17.	M	—	87,	„	St. Valentine's Factory, Dankotuwa.
	18.	M	—	89,	„	St. Catherine's D. C. Mills, Kudawewa.
20	19.	M	—	91,	„	Sandalanka P.M.P.C.S. Ltd., Sandalankawa.
	20.	M	—	95,	„	Beligala Mills, Alawwa.
	21.	M	—	97,	„	Navinna Coconut Mills, Panadaragama.
	22.	M	—	98,	„	Pothupitiya Mills, Wadduwa.
	23.	M	—	104,	„	Kadirana Mills, Neogmbo.
	24.	M	—	114,	„	Nattandiya Mills, Nattandiya.
	25.	M	—	118,	„	St. Anthony's Nagoda Mills, Kandana.
	26.	M	—	121,	„	Andiambalama Mills, Andiambalama.
	27.	M	—	126,	„	Battakanda Mills, Badalgama.
	28.	M	—	131,	„	Jayakody Mills, Dankotuwa.
30	29.	M	—	132,	„	Thoppu Mills, Kochchikade.
	30.	M	—	136,	„	Andiyagara Mills, Minuwangoda.
	31.	M	—	138,	„	Kammalpattu C. P. C. S. Ltd., Wennappuwa.
	32.	M	—	141,	„	Katana Mills, Katana.
	33.	M	—	142,	„	Dandagamuwa Mills, Kuliyapitiya.
	34.	M	—	143,	„	Pannala Mills, Pannala.
	35.	M	—	100,	„	Borella D. C. Mills, Kuliyapitiya.
	36.	M	—	128,	„	Sandalanka P.M.P.C.S. Ltd., Sandalankawa (B)
	37.	M	—		„	.....
	38.	M	—		„	.....
40	39.	M	—		„	.....
	40.	M	—		„	.....
	41.	M	—		„	.....
	42.	M	—		„	.....
	43.	M	—		„	.....
	44.	M	—		„	.....
	45.	M	—		„	.....
	46.	M	—		„	.....
	47.	M	—		„	.....

R 4	48.	M	—	”	.....
Circular to D. C. Millers and Circular to Shippers of Desiccated Coconut to the U. S. A. issued by the Ceylon Coconut Board—	49.	M	—	”	.....
27-8-68	50.	M	—	”	.....
—Continued.	51.	M	—	”	.....
	52.	M	—	”	.....
	53.	M	—	”	.....
	54.	M	—	”	.....
	55.	M	—	”	.....
	56.	M	—	”	.....
	57.	M	—	”	.....	10

CEYLON COCONUT BOARD
26th March, 1968.

27th March, 1968.

CIRCULAR TO D. C. MILLERS

Messrs.

Dear Sirs,

Manufacture of Desiccated Coconut for
Shipment to the United States of America.

20

Millers who are completely equipped in accordance with the requirements of the Board, including thermostatic control of the sterilizer tank and the heat sealer are authorised to enter into contracts with shippers for the supply of D.C. to the American market. The desiccated coconut should comply with the provisions of the Ceylon Standards Specifications.

Shippers have been requested to notify the Board as soon as they enter into contracts with millers, and millers are requested to give this office three working days' notice of the date when they propose commencing manufacture under such contracts, to enable me to arrange for the necessary inspection and supervision. Officers of the Board will be detailed to visit and check on production at regular intervals in addition to the routine daily inspection.

The routine inspection will involve a 100% sampling to be carried out at the mill and the other officers will also draw samples for test checks on salmonella contamination and physical quality.

Yours faithfully,

(Sgd.) S. GUNASEKERA
Manager.

R 45

Desiccated Coconut General Export Licence issued to Vavasseur Trading Co., Ltd. to export 50,000 lbs.

R 45 Desiccated Coconut General Export Licence issued to Vavasseur Trading Co., Ltd. to Export 50,000 lbs.— 27-3-68.

Valid for fourteen days from the date of issue නිකුත් කළ දින සිට දින 14 ක් දක්වා වලංගුයි 1935 අංක 13 දරණ පොල් ද්‍රව්‍ය ආඥා පනත

THE COCONUT PRODUCTS ORDINANCE No. 13 of 1935

අංක No. K 36617

කපාපු පොල් සිඳුනා සාමාන්‍ය අපනයන බලපත්‍රය DESICCATED COCONUT GENERAL EXPORT LICENCE

10 .. කොළඹ, සීමාසහිත වැව්සියර් ට්‍රේඩිං කොමර්ස් පබ්ලික් ලිමිට්ඩ් සමාගමට පහත දක්වෙන පරිදි කපාපු පොල් රාත්තල් (වචන වලින්) පනස් දහස් පමණක් අපනයනය කිරීමට මෙයින් බලය පැවරේ. නැවෙහි නම JOHANNES MAERSK භාණ්ඩ යැවෙන ස්ථානය හැල්ෆික්ස් NOT TRANSFERABLE/NOT NEGOTIABLE අත්සතු කිරීම හෝ මාරු කිරීම තහනම් Mr./Messrs. of is/are hereby permitted to export per S. S. to lbs. (in words) pound

20 of DESICCATED COCONUT as specified hereunder:-

Table with 4 columns: Description in Sinhala, Description in English, Unit, and Weight. Rows include 'පෙට්ටි (සියුම්) cases of රා (බැගින්) lbs. each (nett) =', 'පෙට්ටි (මධ්‍යම/විසිතුරු) cases of රා (බැගින්) lbs. ,, =', 'මලු 500 (සියුම්) paper bags of රා 100 (බැගින්) lbs. ,, = 50,000', and 'මලු (මධ්‍යම/විසිතුරු) paper bags of රා (බැගින්) lbs. ,, ='. Total 500 lbs. = 50,000.

නිකුත් කළ දිනය : 1968-3-27. (Sgd.) (Illegibly) ලංකා පොල් මණ්ඩලයේ කළමනාකරු. Manager, Ceylon Coconut Board.

(Reverse of the Form)

The following is the English translation of the Sinhala version appearing in the first four commencing lines of this document overleaf :-

40 ' Messrs. Vavasseur Trading Co. Ltd., of Colombo are hereby permitted to export per s.s. to Halifax lbs. (in words) Fifty Thousand pounds of desiccated coconut as specified hereunder :—'

(Sgd.) K. P. G. D. Gunasekera, Sworn Translator.

R 99
Application for an
Exchange Control
Permit to Export
100,000 lbs. of
Desiccated
Coconut—
27-3-68

R 99

Application for an Exchange Control Permit
to Export 100,000 lbs. of Desiccated Coconut

Exchange Control 7
Form H 2
(H 2* S. & E) 1/64

Serial No. N/68/UK/216
To be inserted by authorised dealer

To be submitted to exporter's bank with Form CD 2 ; or to the Controller of Exchange in terms of special arrangements made with the Controller if documents are not to be passed 10 through medium of a bank. After approval to be submitted to the Customs at time of Shipment.

If transhipment at a sterling area (Scheduled Territories) port is necessary, approved
DUPLICATE COPY should be attached to Captain's Copy of Bill of Lading.

CEYLON

EXCHANGE CONTROL ACT, No. 24 OF 1953

EXPORT TO COUNTRIES IN THE NON-STERLING AREA (NON-SCHEDULED
TERRITORIES) OF GOODS CONSIGNED TO THE ORDER OF A PERSON IN
THE STERLING AREA (SCHEDULED TERRITORIES) OUTSIDE CEYLON

(N.B.— Please read Notes on reverse of this form.) (See page 68 of the 20
PARTICULARS Record of Proceedings)

1. Name and address of exporter	Vavasour Trading Co. Ltd., P. O. Box 163 Colombo.	
2. Name and address of sterling area (Scheduled Territories) buyer	J. H. Vavasour & Co., Ltd., London E.C. 3	
3. Name and address of non-sterling area (Non-Scheduled Territories) consignee		
4. Country of destination of goods	Canada	
5. Description of goods	Desiccated Coconut	
Quantity	100,000 lbs.	30
Full invoice value of the goods (state whether c.i.f., c. & f. or f.o.b.)	£. 6,863/16/10 F.O.B.	

To THE CONTROLLER OF EXCHANGE, DEPARTMENT OF EXCHANGE CONTROL,
CENTRAL BANK OF CEYLON, COLOMBO.

I/We the undersigned request that I/we may be granted a permit to export goods in accordance with the details given above. I/We attach a declaration and undertaking on Form CD 2 as to the manner in which payment for the goods is to be/has been recovered.

*I/We have obtained permit No.....from the Controller of Exports.

VAVASSEUR TRADING CO. LTD.
(Sgd.) 40

Date : 27/3/68

Signature

R 46
Desiccated Coconut
General Export
Licence issued to
Vavas seur Trading
Co., Ltd. to Export
26,800 lbs.—
29-3-68.

R 46
Desiccated Coconut General Export Licence issued to
Vavas seur Trading Co., Ltd. to export 26,800 lbs.

Valid for fourteen days from the date of issue නිකුත් කළ දින සිට දින 14 ක් දක්වා වලංගුයි

1935 අංක 13 දරණ පොල් ද්‍රව්‍ය ආදාය පනත

THE COCONUT PRODUCTS ORDINANCE No. 13 of 1935

අංක No. K 36652

කපාපු පොල් සිඳුණා සාමාන්‍ය අපනයන බලපත්‍රය
DESICCATED COCONUT GENERAL EXPORT LICENCE

කොළඹ, සිලාසගින වැවසියර් ලෙඩ්. සමාගමට 10

පහත දැක්වෙන පරිදි කපාපු පොල් රාත්තල් (වචන වලින්) විසිහය දහස් අටසියයක් පමණක් අපනයනය කිරීමට මෙයින් බලය පැවරේ.

නැවෙහි නම හාණ්ඩ යැවෙන ස්ථානය හැලිෆැක්ස්

NOT TRANSFERABLE/NOT NEGOTIABLE අන්යකු කිරීම හෝ මාරු කිරීම තහනම්

Mr./Messrs. of

is/are hereby permitted to export

per S. S. JOHANNES MAERSK to

lbs. (in words)

pound

of DESICCATED COCONUT as specified hereunder:- 20

රාත්තල් lbs.

පෙට්ටි cases of රා (බැගින්) lbs. each (nett) =

(සියුම්) (Fine)

පෙට්ටි cases of රා (බැගින්) lbs. ,, =

(මධ්‍යම/විසිතුරු) (Medium/Fancy)

මදු paper bags of රා (බැගින්) lbs. ,, =

(සියුම්) (Fine)

මදු 268 paper bags of රා 100 (බැගින්) lbs. ,, = 26,800

(මධ්‍යම/විසිතුරු) (Medium/Fancy)

30

30

268 26,800

268 26,800

(Sgd.) (Illegibly)

ලාංකා පොල් මණ්ඩලයේ කළමනාකරු.

Date of issue 1968-3-29. Manager, Ceylon Coconut Board.

(Reverse of the Form)

The following is the English translation of the Sinhala version appearing in the first four commencing lines of this document overleaf :-

' Messrs. Vavas seur Trading Co. Ltd., of Colombo are hereby permitted to export per s.s.,

to Halifax lbs.

(in words) Twenty Six Thousand Eight Hundred pounds of desiccated

coconut as specified hereunder :— ' 40

(Sgd.) K. P. G. D. Gunasekera,
Sworn Translator.

R 55

**Application under Section 58 of the Customs Ordinance
in respect of 500 bags of Desiccated Coconut**

R 55
Application under
Section 58 of the
Customs Ordinance
in respect of 500
bags of Desiccated
Coconut—
30-3-68.

THE PRINCIPAL COLLECTOR OF CUSTOMS,
COLOMBO.

VAVASSEUR TRADING CO., LTD.
Telephone: 4381
51—53, Queen Street,
COLOMBO.

Sir,

We intend to Ship the undermentioned cargo per S.S. JOHANNES MAERSK for
10 HALIFAX The duty and dues on this cargo will be secured by means of Current Account.

Marks	No. of Packages	Description of Goods	Weight	Rate of Duty	Duty & Dues
FFV Medium	— 100	Bags Desiccated Coconut		10,000 lbs.	
GGV Medium	— 100	„ —do—		10,000 „	
HHV Medium	— 100	„ —do—		10,000 „	
IIV 20 Medium	— 100	„ —do—		10,000 „	
JJV Medium	— 100	„ —do—		10,000 „	
	500 bags			50,000 lbs.	
HALIFAX					
		Duty @ Rs. 651/12		Rs. 14,533.93	
		M.A. Cess Rs. 5/-		„ 111.61	
		Cesses Rs. 7/70		„ 171.89	
				Rs. 14,817.43	
		Dues @ -/12 cts.		„ 60.00	
				Rs. 14,877.43	
		F.O.B. VALUE Rs. 47,955/-			

30 We, VAVASSEUR TRADING CO., LTD., hereby declare that the above goods are being exported to fulfillment of the Contract registered under No. 18570 of July and claim that the rate of duty applicable is Rs. 651/12 per Ton.

VAVASSEUR TRADING CO., LTD.

Date, 30/3/68

(Sgd.) Illegibly.
Signature of Shipper

FOR CUSTOMS USE ONLY

H. M. CUSTOMS
COLOMBO

No. 18570

Contract Registered

40

Valid Up to 68-7-30

Duty Payable at Rs. 651.12 Per Ton

50,000 LBS.

Date, 68-3-31.

(Sgd.) Illegibly.
Registering Officer.

R 55
Application under
Section 58 of the
Customs Ordinance
in respect of 500
bags of Desiccated
Coconut—
30-3-68
—Continued.

L. C.

Serial No.

Duty and Dues Checked

(Sgd.) Illegibly
Security Officer

C. E. O.

Duty and Dues Secured as per Folio No.

(Sgd.) Illegibly.
Ledger Clerk
31/3/68

Date,.....

R 56
Application under
Section 58 of the
Customs Ordinance
in respect of 500
bags of Desiccated
Coconut—
30-3-68

R 56

10

Application under Section 58 of the Customs Ordinance
in respect of 500 bags of Desiccated Coconut

THE PRINCIPAL COLLECTOR OF CUSTOMS,
COLOMBO.

VAVASSEUR TRADING CO., LTD.
Telephone : 4381
51—53, Queen Street,
COLOMBO.

Sir,

We intend to Ship the undermentioned cargo per S.S. JOHANNES MAERSK for HALIFAX The duty and dues on this cargo will be secured by means of Current Account.

Marks	No. of Packages	Description of Goods	Weight	Rate of Duty	Duty & Dues	20
RVP Fine	— 100	Bags Desiccated Coconut		10,000	lbs.	
RVQ Fine	— 100	„ —do—		10,000	„	
RVR Fine	— 100	„ —do—		10,000	„	
RVS Fine	— 100	„ —do—		10,000	„	
RVT Fine	— 100	„ —do—		10,000	„	
	<u>500</u>	Bags		<u>50,000</u>	„	
HALIFAX						
		Duty @ Rs. 651/12		Rs. 14,533.93		
		M.A. Cess Rs. 5/-		„ 111.61		30
		Cesses Rs. 7/70		„ 171.89		
				<u>Rs. 14,817.43</u>		
		Dues @ -/12 Cts.		„ 60.00		
				<u>Rs. 14,877.43</u>	lbs	
F. O. B. VALUE Rs. 47,955/-						

We, VAVASSEUR TRADING CO., LTD., hereby declare that the above goods are being exported to fulfilment of the Contract registered under No. 18569 of July and claim that the rate of duty applicable is Rs. 651/12 per Ton.

R 56
Application under
Section 58 of the
Customs Ordinance
in respect of 500
bags of Desiccated
Coconut—
30-3-68
—Continued.

VAVASSEUR TRADING CO., LTD.

(Sgd.) Illegibly

Signature of Shipper

Date, 30-3-68

FOR CUSTOMS USE ONLY

10

H. M. CUSTOMS
COLOMBO

No. 18569

Contract Registered

Valid Up to 68-7-30

Duty Payable at Rs. 651.12 Per Ton

50,000 LBS.

(Sgd.) Illegibly,

Registering Officer.

Date, 68-3-31

L. C.

Serial No.

Duty and Dues Checked

(Sgd.) Illegibly

Security Officer

20

C. E. O.

Duty and Dues Secured as per Folio No.

(Sgd.) Illegibly

Date,.....

Ledger Clerk 31/3/68

R 57

R 57
Application under
Section 58 of the
Customs Ordinance
in respect of 500
bags of Desiccated
Coconut—
30-3-68.

Application under Section 58 of the Customs Ordinance
in respect of 500 bags of Desiccated Coconut

THE PRINCIPAL COLLECTOR OF CUSTOMS,
COLOMBO.

VAVASSEUR TRADING Co., LTD.,
Telephone : 4381
51—53, Queen Street,
COLOMBO.

Sir,

We intend to Ship the undermentioned cargo per S.S. JOHANNES MAERSK for
HALIFAX The duty and dues on this cargo will be secured by means of Current Account. 10

Marks	No. of Packages	Description of Goods	Weight	Rate of Duty	Duty & Dues
PFF Medium	— 100	Bags Desiccated Coconut	10,000 lbs.		
PGG Medium	— 100 „	—do—	10,000 „		
PHH Medium	— 100 „	—do—	10,000 „		
PII Medium	— 100 „	—do—	10,000 „		20
PJJ Medium	— 100 „	—do—	10,000 „		
HALIFAX	<u>500</u> Bags		<u>50,000</u> lbs.		
		Duty @ Rs. 626/85		Rs. 13,992·19	
		M. A. Cess Rs. 5/-		„ 111·60	
		Cesses Rs. 7/70		„ 171·89	
				Rs. 14,275·68	
		Dues @ -/12 Cts.		„ 60·00	
				<u>Rs. 14,335·68</u>	

F. O. B. VALUE Rs. 47,955/-

30

We, VAVASSEUR TRADING CO., LTD., hereby declare that the above goods are being exported to fulfilment of the Contract registered under No. 18118 of July and claim that the rate of duty applicable is Rs. 626/85 per Ton.

R 57
Application under
Section 58 of the
Customs Ordinance
in respect of 500
bags of Desiccated
Coconut—
30-3-68
—Continued.

VAVASSEUR TRADING CO., LTD.,

(Sgd.) Illegibly.

Signature of Shipper 30/3

Date, 30-3-68

FOR CUSTOMS USE ONLY

10

H. M. CUSTOMS
COLOMBO.

No. 18118

Contract Registered

Valid Up to 30-7-68

Duty Payable at Rs. 626/85 per Ton

50,000 LBS.

(Sgd.) Illegibly.
Registering Officer.

Date, 31-3-68

L. C.

Serial No.

Duty and Dues Checked

20

(Sgd.) Illegibly.

Security Officer.

C. E. O.

Duty and Dues Secured as per Folio No.

(Sgd.) Illegibly.

Ledger Clerk. 31/3

Date.....

R 59
Application under
Section 58 of the
Customs Ordinance
in respect of 2000
bags of Desiccated
Coconut—
30-3-68

R 59

Application under Section 58 of the Customs Ordinance
in respect of 2,000 bags of Desiccated Coconut

THE PRINCIPAL COLLECTOR OF CUSTOMS,
COLOMBO.

VAVASSEUR TRADING CO., LTD.,
Telephone : 4381
51—53, Queen Street,
COLOMBO.

Sir.

We intend to Ship the undermentioned cargo per S.S. JOHANNES MAERSK for HALIFAX The duty and dues on this cargo will be secured by means of Current Account. 10

Marks	No. of Packages	Description of Goods	Weight	Rate of Duty	Duty & Dues
Marks as per reverse	2,000 Bags	Desiccated Coconut		200,000 lbs.	
		@ Rs.	634/94		
		Duty		Rs. 56,691.07	
		F.A.M. Cess		Rs. 416.43	
		Cesses		Rs. 687.50	
				Rs. 57,825.00	
		H' Dues		Rs. 240.00	20
				Rs. 58,065.00	

F.O.B. VALUE Rs. 191,820/-

We, VAVASSEUR TRADING CO., LTD., hereby declare that the above goods are being exported to fulfilment of the Contract registered under No. 18253 of.....and claim that the rate of duty applicable is Rs. 634/94 per Ton.

VAVASSEUR TRADING CO., LTD.

(Sgd.) Illegibly.
Signature of Shipper.

Date, 30-3-68

FOR CUSTOMS USE ONLY

H. M. CUSTOMS
COLOMBO

30

No. 18253 for 200,000 lbs.

Contract Registered

Valid Up to 31-7-68

Duty Payable at Rs. 634/94 Per Ton

.....LBS.

(Sgd.) Illegibly.
Registering Officer.

Date, 31-3-68

L. C.

Duty and Dues Checked

Serial No.

(Sgd.) Illegibly.
Security Officer.R 59
Application under
Section 58 of the
Customs Ordinance
in respect of 2000
bags of Desiccated
Coconut—
30-3-68
—Continued.

C. E. O.

Duty and Dues Secured as per Folio No.

(Sgd.) Illegibly.
Ledger Clerk.

Date,.....

10

(Reverse of the Form)

V K K			
FINE	100 bags Wg nett	10,000 lbs.	
V L L	100 bags Wg nett	10,000 lbs.	
V M M	100 bags Wg nett	10,000 lbs.	
V N N	100 bags Wg nett	10,000 lbs.	
V O O	100 bags Wg nett	10,000 lbs.	
V P P	100 bags Wg nett	10,000 lbs.	
V Q Q	100 bags Wg nett	10,000 lbs.	
V R R	100 bags Wg nett	10,000 lbs.	
20	V S S	100 bags Wg nett	10,000 lbs.
	V T T	100 bags Wg nett	10,000 lbs.
	L L V	100 bags Wg nett	10,000 lbs.
	M M V	100 bags Wg nett	10,000 lbs.
	N N V	100 bags Wg nett	10,000 lbs.
	O O V	100 bags Wg nett	10,000 lbs.
	P P V	100 bags Wg nett	10,000 lbs.
	Q Q V	100 bags Wg nett	10,000 lbs.
	R R V	100 bags Wg nett	10,000 lbs.
	S S V	100 bags Wg nett	10,000 lbs.
30	T T V	100 bags Wg nett	10,000 lbs.
	U U V	100 bags Wg nett	10,000 lbs.
	<u>2000</u>	<u>200,000</u>	

R 60
Application under
Section 58 of the
Customs Ordinance
in respect of 2000
bags of Desiccated
Coconut—
30-3-68

R 60

Application under Section 58 of the Customs Ordinance
in respect of 2,000 bags of Desiccated Coconut

THE PRINCIPAL COLLECTOR OF CUSTOMS,
COLOMBO.

VAVASSEUR TRADING CO., LTD.
Telephone : 4381
51—53, Queen Street,
COLOMBO.

Sir,

We intend to Ship the undermentioned cargo per S.S. JOHANNES MAERSK for HALIFAX. The duty and dues on this cargo will be secured by means of Current Account. 10

Marks	No. of Packages	Description of Goods	Weight	Rate of Duty	Duty & Dues
Marks as per reverse	2,000 Bags	Desiccated Coconut			200,000 lbs.
		@ Rs.	634/94		
		Duty		Rs. 56,691.07	
		F.A.M. Cess		Rs. 446.43	
		Cesses		Rs. 687.50	
				Rs. 57,825.00	
		II' Dues		Rs. 240.00	20
				Rs. 58,065.00	
F. O. B. VALUE Rs.		191,820/-			

We, VAVASSEUR TRADING CO., LTD., hereby declare that the above goods are being exported to fulfilment of the Contract registered under No. 18247 of and claim that the rate of duty applicable is Rs. 634/94 per Ton.

VAVASSEUR TRADING CO., LTD.

(Sgd.) Illegible.
Signature of Shipper.

Date 30-3-68

FOR CUSTOMS USE ONLY

30

H. M. CUSTOMS
COLOMBO.

No. 18247 for 200,000 lbs.

Contract Registered

Valid Up to 31-7-68

Duty Payable at Rs. 634/94 per Ton.

.....LBS.

(Sgd.) Illegibly
Registering Officer.

Date, 31-3-68

L. C.

Duty and Dues Checked

Serial No.

(Sgd.) Illegibly.

Security Officer.

R 60
Application under
Section 58 of the
Customs Ordinance
in respect of 2000
bags of Desiccated
Coconut—
30-3-68
—Continued.

C. E. O.

Duty and Dues Secured as per Folio No.

(Sgd.) Illegibly.
Ledger Clerk

Date,

(Reverse of the form)

10	R V F	100 bags
	R V G	100 bags
	R V H	100 bags
	R V I	100 bags
	R V J	100 bags
	R V K	100 bags
	R V L	100 bags
	R V M	100 bags
	R V N	100 bags
	R V O	100 bags
20	V A A	100 bags
	V B B	100 bags
	V C C	100 bags
	V D D	100 bags
	V E E	100 bags
	V F F	100 bags
	V G G	100 bags
	V H H	100 bags
	V I I	100 bags
	V J J	100 bags
30	FINE	<u>2000</u> bags

R 61
Application under
Section 58 of the
Customs Ordinance
in respect of 2000
bags of Desiccated
Coconut—
30-3-68

R 61

**Application under Section 58 of the Customs Ordinance
in respect of 2,000 bags of Desiccated Coconut**

THE PRINCIPAL COLLECTOR OF CUSTOMS,
COLOMBO.

VAVASSEUR TRADING CO., LTD.
Telephone : 4381
51—53, Queen Street,
COLOMBO.

Sir,

We intend to Ship the undermentioned cargo per S.S. JOHANNES MAERSK for HALIFAX. The duty and dues on this cargo will be secured by means of Current Account. 10

Marks	No. of Packages	Description of Goods	Weight	Rate of Duty	Duty & Dues
Marks as per reverse					
	2,000 Bags	Desiccated Coconut			200,000 lbs.
		Duty @ Rs. 634/94	Rs.	56,691.07	
		M.A. Cess Rs. 5/-	,,	446.43	
		Cesses Rs. 7/70	,,	687.50	
			Rs.	57,825.00	
		Dues @ -/12 Cts.	,,	240.00	
			Rs.	58,065.00	20

F. O. B. VALUE Rs. 191,820/-

We, VAVASSEUR TRADING CO., LTD., hereby declare that the above goods are being exported to fulfilment of the Contract registered under No. 18247 of July and claim that the rate of duty applicable is Rs. 634/94 per Ton.

VAVASSEUR TRADING CO., LTD.,

(Sgd.) Illegibly.
Signature of Shipper.

Date, 30/3/68

FOR CUSTOMS USE ONLY

H. M. CUSTOMS
COLOMBO.

30

No. 18247 for 200,000 lbs.

Contract Registered

Valid Up to 31-7-68

Duty Payable at Rs. 634/94 Per Ton.

.....LBS.

(Sgd.) Illegibly.
Registering Officer.

Date, 31-3-68

L. C.

Serial No.

Duty and Dues Checked

(Sgd.) Illegibly.
Security Officer.

R 61
Application under
Section 58 of the
Customs Ordinance
in respect of 2000
bags of Desiccated
Coconut—
30-3-68
—Continued.

C. E. O.

Duty and Dues Secured as per Folio No.

(Sgd.) Illegibly.
Ledger Clerk.

Date,.....

(Reverse of the form)

	A A P	100 Bags	
10	B B P	100 „	
	C C P	100 „	
	D D P	100 „	
	E E P	100 „	
	F F P	100 „	
	G G P	100 „	
	H H P	100 „	
	I I P	100 „	
	J J P	100 „	
	K K P	100 „	
20	L L P	100 „	
	M M P	100 „	
	N N P	100 „	
	O O P	100 „	
	P P P	100 „	
	Q Q P	100 „	
	R R P	100 „	
	S S P	100 „	
	T T P	100 „	
	<u>MEDIUM</u>	<u>2000 Bags—200,000 lbs. Each Bag 100 lbs. Nett</u>	

R 39
Application to
Ceylon Coconut
Board by
Vavas seur Trading
Co., Ltd. for
Desiccated Coconut
Export Licence—
31-3-68.

Application to Ceylon Coconut Board by Vavas seur Trading Co., Ltd.,
for Desiccated Coconut Export Licence

APPLICATION FORM

CEYLON COCONUT BOARD

Application for Desiccated Coconut Export Licence

1. Name of applicant and/or of shipper & registration No :—	Vavas seur Trading Co., Ltd., S.19.	
2. Quantity & grade to be exported :—		36,254
	<u>CASES</u>	<u>LBS.</u> 10
.....Cases (Fine)	@.....lbs.	=
.....Cases (Medium)	@.....lbs.	=
.....Cases (Fancy)	@.....lbs.	=
	<u>BAGS</u>	<u>LBS.</u>
.....1,000.....Bags (Fine)	@.....100... lbs.	=100,000... lbs.
.....Bags (Medium)	@.....lbs.	=
.....Bags (Fancy)	@.....lbs.	=
	Total	<u>100,000 lbs.</u>

- 3. Name of ship & date of sailing :— " JOHANNES MAERSK " in port
- 4. (a) Port of Discharge :— HALIFAX 20
- (b) Final Destination :— CANADA
- 5. Name of Mill/Mills where manufactured & Registration numbers :— Mill Nos. as per reverse.
- 6. Serial Numbers of the packages :—
- 7. Sampling & Licensing fees @ -/15 cts. per cwt. or part thereof :—
- 8. Any other information.

I/We hereby declare that the.....cases used for packing.....
lbs. of Desiccated Coconut in respect of which an Export Licence is applied for, are all locally
made new wooden chests. 30

I /We hereby declare that the statements contained herein are true and accurate.

Vavas seur Trading Co., Ltd.

Date : 31/3/68

(Sgd.) Illegibly
Signature.

R 40
Application to
Ceylon Coconut
Board by
Vavas seur Trading
Co., Ltd. for
Desiccated Coconut
Export Licence—
31-3-68.

**Application to Ceylon Coconut Board by Vavas seur Trading Co., Ltd.,
for Desiccated Coconut Export Licence**

APPLICATION FORM

CEYLON COCONUT BOARD

Application for Desiccated Coconut Export Licence

1. Name of applicant and/or of shipper & registration No :— Vavas seur Trading Co., Ltd.
S. 19

2. Quantity & grade to be exported :—

<u>CASES</u>	<u>LBS.</u>	10
.....Cases (Fine)	@.....lbs.	=
.....Cases (Medium)	@.....lbs.	=
.....Cases (Fancy)	@.....lbs.	=
<u>BAGS</u>		
.....Bags (Fine)	@.....lbs.	=
.....200..... Bags (Medium)	@.....100 lbs.	= 20,000 lbs.
.....Bags (Fancy)	@.....lbs.	=
Total		20,000 lbs.

3. Name of ship & date of sailing :— " JOHANNES MAERSK " in port

4. (a) Port of Discharge :— HALIFAX 20

(b) Final Destination :— CANADA

5. Name of Mill/Mills where manufactured & Registration numbers :— 200 bags Medium
M 61 CCB 61
C 33553 — 33752 — 200

6. Serial Numbers of the packages :—

7. Sampling & Licensing fees @ -/15 cts. per cwt. or part thereof :—

8. Any other information.

I/We hereby declare that the.....cases used for packing.....
lbs. of Desiccated Coconut in respect of which an Export Licence is applied for, are all locally made new wooden chests.

I /We hereby declare that the statements contained herein are true and accurate.

Vavas seur Trading Co., Ltd.

Date : 31/3/68

(Sgd.) Illegibly
Signature

**Application under Section 58 of the Customs Ordinance
in respect of 500 bags of Desiccated Coconut**

R 58
Application under
Section 58 of the
Customs Ordinance
in respect of 500
bags of Desiccated
Coconut—
31-3-68.

THE PRINCIPAL COLLECTOR OF CUSTOMS,
COLOMBO.

VAVASSEUR TRADING Co. LTD.,
Telephone : 4381
51—53, Queen Street,
COLOMBO.

Sir,

We intend to Ship the undermentioned cargo per S. S. JOHANNES MAERSK for
10 HALIFAX. The duty and dues on this cargo will be secured by means of Current Account.

Marks	No. of Packages	Description of Goods	Weight	Rate of Duty	Duty & Dues
R V A FINE	— 100	Bags Desiccated Coconut		10,000 lbs.	
R V B FINE	— 100	„ — do —		10,000 „	
R V C FINE	— 100	„ — do —		10,000 „	
20 R V D FINE	— 100	„ — do —		10,000 „	
R V E FINE	— 100	„ — do —		10,000 „	
	<u>500</u>	<u>Bags</u>		<u>50,000</u> „	

Duty @ Rs. 618/76 Rs. 13,811·60

M.A.Cess Rs. 5/- Rs. 111·61

Cesses Rs 7/70 Rs. 171·89

Dues @ -/12 Cts. Rs. 14,095·10
Rs. 60·00

Rs. 14,155·10

30 F. O. B. VALUE Rs. 47,955/-

R 58
Application under
Section 58 of the
Customs Ordinance
in respect of 500
bags of Desiccated
Coconut—
31-3-68
—Continued.

We, VAVASSEUR TRADING CO., LTD., hereby declare that the above goods are being
exported to fulfilment of the Contract registered under No. 17907 of April and claim that
the rate of duty applicable is Rs. 618/76 per Ton.

VAVASSEUR TRADING CO., LTD.,

(Sgd.) Illegibly.
Signature of Shipper

Date,.....

FOR CUSTOMS USE ONLY

H. M. CUSTOMS
COLOMBO.

10

No. 17907 —

Contract Registered

Valid Up to 30-4-68

Duty Payable at Rs. 618/76 per Ton.

50,000 LBS.

(Sgd.) Illegibly.
Registering Officer.

Date, 31-3-68

L. C.

Serial No.

Duty and Dues Checked

(Sgd.) Illegibly.
Security Officer.

20

C.E.O.

Duty and Dues Secured as per Folio No.

(Sgd.) Illegibly.
Ledger Clerk.

Date,.....

R 47

Desiccated Coconut General Export Licence issued to Vavasseur Trading Co., Ltd. to export 29,600 lbs.

R 47 Desiccated Coconut General Export Licence issued to Vavasseur Trading Co., Ltd., to Export 29,600 lbs.— 1-4-68.

Valid for fourteen days from the date of issue 1935 අංක 13 දරණ පොල් ද්‍රව්‍ය ආඥා පණත

THE COCONUT PRODUCTS ORDINANCE No. 13 of 1935 අංක No. K 36717

කපාපු පොල් සඳහා සාමාන්‍ය අපනයන බලපත්‍රය DESICCATED COCONUT GENERAL EXPORT LICENCE

10 කොළඹ, සීමාසහිත වැවසියර් ට්‍රේඩිං සමාගමට පහත දැක්වෙන පරිදි කපාපු පොල් රාත්තල් (වචන වළින්) විසින්ව දහස් හයසිය යක් පමණක් අපනයනය කිරීමට මෙයින් බලය පැවරේ. නැවෙහි නම භාණ්ඩ යැවෙන ස්ථානය හැඳින්වීමක් NOT TRANSFERABLE/NOT NEGOTIABLE අත්පතු කිරීම හෝ මාරු කිරීම තහනම් Mr./Messrs. of is/are hereby permitted to export per S. S. JOHANNES MAERSK to lbs. (in words) pound

20 of DESICCATED COCONUT as specified hereunder:-

Table with 4 columns: Quantity, Unit, Weight, and Total. Rows include cases of Fine, Medium/Fancy, and paper bags of Fine, Medium/Fancy. Total weight is 29,600 lbs.

නිකුත් කල දිනය : Date of issue 1968-4-1.

(Sgd.) (Illegibly) ලංකා පොල් මණ්ඩලයේ කළමනාකරු. Manager, Ceylon Coconut Board.

(Reverse of the Form)

The following is the English translation of the Sinhala version appearing in the first four commencing lines of this document overleaf :-

40 'Messrs. Vavasseur Trading Co. Ltd., of Colombo are hereby permitted to export per s.s. to Halifax lbs. (in words) Twenty Nine Thousand Six Hundred pounds of desiccated coconut as specified hereunder :—'

(Sgd.) K. P. G. D. Gunasekera, Sworn Translator.

R 48
Desiccated Coconut
General Export
Licence issued to
Vavas seur Trading
Co., Ltd., to Export
73,600 lbs.—
1-4-68.

R 48
Desiccated Coconut General Export Licence issued to
Vavas seur Trading Co., Ltd. to export 73,600 lbs.

Valid for fourteen days from the date of issue නිකුත් කළ දින සිට දින 14 ක් දක්වා වලංගුයි

1935 අංක 13 දරණ පොල් උව්‍ය ආඥා පනත

THE COCONUT PRODUCTS ORDINANCE No. 13 of 1935

අංක No. K 36718

කපාපු පොල් සඳහා සාමාන්‍ය අපනයන බලපත්‍රය
DESICCATED COCONUT GENERAL EXPORT LICENCE

..... කොළඹ, සීමාසහිත වැවසියර් ට්‍රේඩිං සමාගමට 10

පහත දැක්වෙන පරිදි කපාපු පොල් රාන්තල්..... (වචන වලින්) හැත්තෑ තුන්දහස් හය
සියයක් පමණක්..... අපනයනය කිරීමට ට්‍රේඩින් බලය පැවරේ.
නැවෙහි නම..... භාණ්ඩ යැවෙන ස්ථානය ... හැල්ෆිපැක්ස්

NOT TRANSFERABLE/NOT NEGOTIABLE අත්සතු කිරීම හෝ මාරු කිරීම තහනම්

Mr./Messrs.....

of..... is/are hereby permitted to export

per S. S. JOHANNES MAERSK to.....

..... lbs. (in words).....

..... pound

of **DESICCATED COCONUT** as specified hereunder:-

	රාන්තල්	lbs.
පෙට්ටි.....cases of රා.....(බැගින්) lbs. each (nett) =.....		
(සියුම්) (Fine)		
පෙට්ටි.....cases of රා.....(බැගින්) lbs. ,, =.....		
(මධ්‍යම/විසිතුරු) (Medium/Fancy)		
මලු.....paper bags of රා.....(බැගින්) lbs. ,, =.....		
(සියුම්) (Fine)		
මලු..... 736.....paper bags of රා...100...(බැගින්) lbs. ,, =..... 73,600.....		
(මධ්‍යම/විසිතුරු) (Medium/Fancy)		
..... ,, =..... 30		
..... ,, =.....		
<u>736</u>		<u>73,600</u>

නිකුත් කළ දිනය :
Date of issue 1968-4-1.

(Sgd.) (Illegibly)
ලංකා පොල් මණ්ඩලයේ කළමනාකරු.
Manager, Ceylon Coconut Board.

(Reverse of the Form)

The following is the English translation of the Sinhala version appearing in the first four commencing lines of this document overleaf :-

‘ Messrs. Vavas seur Trading Co. Ltd., of Colombo are hereby permitted to export per s.s..... 40
.....to Halifax.....lbs.
(in words) Seventy Three Thousand Six Hundred pounds of desiccated coconut as specified hereunder :— ’

(Sgd.) K. P. G. D. Gunasekera,
Sworn Translator.

Application to Ceylon Coconut Board by Vavasasseur Trading Co., Ltd.,
for Desiccated Coconut Export Licence

R 41
Application to
Ceylon Coconut
Board by
Vavasasseur Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
2-4-68.

APPLICATION FORM

CEYLON COCONUT BOARD

Application for Desiccated Coconut Export Licence

1. Name of applicant and/or of shipper & registration No :— Vavasasseur Trading Co., Ltd.,
S. 19

2. Quantity & grade to be exported :—

10	<u>CASES</u>	<u>LBS.</u>	
	.....Cases (Fine)	@.....lbs.	=
	.....Cases (Medium)	@.....lbs.	=
	.....Cases (Fancy)	@.....lbs.	=
	<u>BAGS</u>	<u>LBS.</u>	
	.....Bags (Fine)	@.....lbs.	=
	.....300... Bags (Medium)	@.....100 lbs.	=30,000 lbs.
	.....Bags (Fancy)	@.....lbs.	=
		Total	30,000 lbs.

3. Name of ship & date of sailing :— " JOHANNES MAERSK " in port

20 4. (a) Port of Discharge :— HALIFAX

(b) Final Destination :— CANADA

5. Name of Mill/Mills where manufactured & Registration numbers :— Mill Nos. as per reverse

6. Serial Numbers of the packages :—

7. Sampling & Licensing fees @ -/15 cts. per cwt. or part thereof :—

8. Any other information.

I/We hereby declare that the.....cases used for packing.....
lbs. of Desiccated Coconut in respect of which an Export Licence is applied for, are all locally
30 made new wooden chests.

I /We hereby declare that the statements contained herein are true and accurate.

Vavasasseur Trading Co., Ltd.

Date : 2/4/68

(Sgd.) Illegible
Signature.

R 41
Application to
Ceylon Coconut
Board by
Vavasseur Trading
Co., Ltd, for
Desiccated Coconut
Export Licence—
2-4-68
—Continued.

300 Bags Medium					
	M 79 CCB 79				
Nos.	A 60870	—	60887	—	18 Bags
	M 93 CCB 93				
„	A 83872	—	83892	—	21 „
	M 99 CCB 99				
„	A 55603	—	55606	—	4 „
	A 55608	—	55618	—	11 „
	A 55663	—	55683	—	21 „
	M 104 CCB 104				
„	B 17659	—	17683	—	25 „
	M 108 CCB 108				
„	A 65984	—	65993	—	10 „
	A 65995	—	66000	—	6 „
	A 67701	—	67735	—	35 „
	M 109 CCB 109				
„	A 66866	—	66871	—	6 „
	M 113 CCB 113				
„	A 62884	—	62905	—	22 „
	A	—	62911	—	1 bag
	A 62914	—	62915	—	2 bags
	M 131 CCB 131				
„	A 61961	—	61996	—	36 „
	A 61999	—	62000	—	2 „
	M 93 CCB 93				
	A 83894	—	83924	—	31 Bags
	M 94 CCB 94				
	B 02799	—	02827	—	29 Bags
	M 130 CCB 130				
	A 65786	—	65804	—	19 Bags
	M 131 CCB 131				
	A 61998	—	—	—	1 Bag
					300 Bags

10

20

30

R 49

Desiccated Coconut General Export Licence issued to Vavasseur Trading Co., Ltd. to export 20,000 lbs.

R 49 Desiccated Coconut General Export Licence issued to Vavasseur Trading Co., Ltd., to Export 20,000 lbs.— 2-4-68.

Valid for fourteen days from the date of issue නිකුත් කළ දින සිට දින 14 ක් දක්වා වලංගුයි 1935 අංක 13 දරණ පොල් ඉවාය ආදිය පනත

THE COCONUT PRODUCTS ORDINANCE No. 13 of 1935

අංක No. K 36741

කපාපු පොල් සඳහා සාමාන්‍ය අපනයන බලපත්‍රය DESICCATED COCONUT GENERAL EXPORT LICENCE

10 කොළඹ, සීමාසහිත වැවසියර් ට්‍රේඩිං කොමිටි සභාගමට පහත දැක්වෙන පරිදි කපාපු පොල් රාන්තල් (වචන වලින්) විසි දහක් පමණක් අපනයනය කිරීමට මෙයින් බලය පැවරේ. නැවෙහි නම භාණ්ඩ යැවෙන ස්ථානය හැඳින්වෙයි. NOT TRANSFERABLE/NOT NEGOTIABLE අත්සන කිරීම හෝ මාරු කිරීම තහනම් Mr./Messrs. of is/are hereby permitted to export per S. S. JOHANNES MAERSK to lbs. (in words) pound

Table with 4 columns: Description, Cases of, Weight (lbs.), and Total Weight. Includes rows for 'පෙට්ටි (සියුම්) (Fine)', 'පෙට්ටි (මධ්‍යම/විසිතුරු) (Medium/Fancy)', and 'පලු (සියුම්) (Fine)' with a total of 200 cases and 20,000 lbs.

නිකුත් කළ දිනය : Date of issue 1968-4-2. (Sgd.) (Illegibly) මානා පොල් මණ්ඩලයේ කළමනාකරු. Manager, Ceylon Coconut Board.

(Reverse of the Form) The following is the English translation of the Sinhala version appearing in the first four commencing lines of this document overleaf :-

40 'Messrs. Vavasseur Trading Co. Ltd., of Colombo are hereby permitted to export per s.s. to Halifax lbs. (in words) Twenty Thousand pounds of desiccated coconut as specified hereunder :-'

(Sgd.) K. P. G. D. Gunasekera, Sworn Translator.

R 50
Desiccated Coconut
General Export
Licence issued to
Vavasseur Trading
Co., Ltd. to Export
100,000 lbs.—
2-4-68.

R 50
Desiccated Coconut General Export Licence issued to
Vavasseur Trading Co., Ltd. to export 100,000 lbs.

Valid for fourteen days from the date of issue නිකුත් කළ දින සිට දින 14 ක් දක්වා වලංගුයි
1935 අංක 13 දරණ පොල් ඉව්‍ය ආඥා පණත

THE COCONUT PRODUCTS ORDINANCE No. 13 of 1935

අංක No. K 36742

කපාපු පොල් සිඳුහා සාමාන්‍ය අපණයන බලපත්‍රය
DESICCATED COCONUT GENERAL EXPORT LICENCE

..... කොළඹ, සීමාසහිත වැවසියර් ට්‍රේඩිං.....සමාගමට 10
පහත දැක්වෙන පරිදි කපාපු පොල් රාත්තල්..... (වචන වලින්) එක් ලක්ෂයක් පමණක්
.....අපණයනය කිරීමට මෙයින් බලය පැවරේ.
නැවෙහි නම.....භාණ්ඩ යැවෙන ස්ථානය හැලිෆැක්ස්.....
NOT TRANSFERABLE/NOT NEGOTIABLE අත්සතු කිරීම හෝ මාරු කිරීම තහනම්
Mr./Messrs.....
of.....is/are hereby permitted to export
per S. S.....**JOHANNES MAERSK**.....to.....
.....lbs. (in words).....
..... pound

of DESICCATED COCONUT as specified hereunder:-		රාත්තල් lbs.	20
පෙට්ටි..... (සියුම්)	cases of රා..... (බැගින්) lbs. each (nett) =		
පෙට්ටි..... (මධ්‍යම/විසිතුරු)	cases of රා..... (බැගින්) lbs. ,, =		
මලු..... (සියුම්)	paper bags of රා..... (බැගින්) lbs. ,, =		
මලු.....1000..... (මධ්‍යම/විසිතුරු)	paper bags of රා.....100... (බැගින්) lbs. ,, =	100,000	
.....	..... ,, =		30
..... ,, =		
1000		100,000	

නිකුත් කළ දිනය : (Sgd.) (Illegibly)
Date of issue 1968-4-2. ලංකා පොල් මණ්ඩලයේ කළමනාකරු.
Manager, Ceylon Coconut Board.

(Reverse of the Form)
The following is the English translation of the Sinhala version appearing in the first four commencing lines of this document overleaf :-

‘ Messrs. Vavasseur Trading Co. Ltd., of Colombo are hereby
permitted to export per s.s..... 40
.....to Halifax.....lbs.
(in words) One Hundred Thousand pounds of desiccated coconut as
specified hereunder :— ’

(Sgd.) K. P. G. D. Gunasekera,
Sworn Translator.

R 51

Desiccated Coconut General Export Licence issued to Vavasseur Trading Co., Ltd. to export 20,000 lbs.

R 51 Desiccated Coconut General Export Licence issued to Vavasseur Trading Co., Ltd. to Export 20,000 lbs.— 3-4-68.

Valid for fourteen days from the date of issue නිකුත් කළ දින සිට දින 14 ක් දක්වා වලංගුයි

1935 අංක 13 දරණ පොල් ද්‍රව්‍ය ආඥා පනත

THE COCONUT PRODUCTS ORDINANCE No. 13 of 1935

අංක No. K 36768

කපාපු පොල් සඳහා සාමාන්‍ය අපනයන බලපත්‍රය DESICCATED COCONUT GENERAL EXPORT LICENCE

10 කොළඹ, සීමාසහිත වැවසියර් ට්‍රේඩිං සමාගමට පහත දක්වන පරිදි කපාපු පොල් රාත්තල් (වචන වලින්) විසි දහක් පමණක් අපනයනය කිරීමට මෙයින් බලය පැවරේ. නැවෙහි නම භාණ්ඩ යැවෙන ස්ථානය හැරීපැක්ස් NOT TRANSFERABLE/NOT NEGOTIABLE අත්සතු කිරීම හෝ මාරු කිරීම තහනම් Mr./Messrs. of JOHANNES MAERSK is/are hereby permitted to export per S. S. to lbs. (in words) pound

Table with 4 columns: Quantity, Unit, Weight, and Total. Rows include 'cases of රා (බැගින්) lbs. each (nett)', 'cases of රා (බැගින්) lbs.', 'paper bags of රා (බැගින්) lbs.', and 'paper bags of රා...100... (බැගින්) lbs.'. Totals are 200 and 20,000.

නිකුත් කළ දිනය : Date of issue 1968-4-3.

(Sgd.) (Illegibly) ලංකා පොල් මණ්ඩලයේ කළමණාකරු. Manager, Ceylon Coconut Board.

(Reverse of the Form)

The following is the English translation of the Sinhala version appearing in the first four commencing lines of this document overleaf :-

40 ' Messrs. Vavasseur Trading Co. Ltd., of Colombo are hereby permitted to export per s.s. to Halifax lbs. (in words) Twenty Thousand pounds of desiccated coconut as specified hereunder :- '

(Sgd.) K. P. G. D. Gunasekare, Sworn Translator,

R 52
Desiccated Coconut
General Export
Licence issued to
Vavasseur Trading
Co., Ltd. to Export
30,000 lbs.—
3-4-68.

R 52

**Desiccated Coconut General Export Licence issued to
Vavasseur Trading Co., Ltd. to export 30,000 lbs.**

Valid for fourteen days from the date of issue නිකුත් කළ දින සිට දින 14 ක් දක්වා වලංගුයි

1935 අංක 13 දරණ පොල් ද්‍රව්‍ය ආඥා පණත

THE COCONUT PRODUCTS ORDINANCE No. 13 of 1935

අංක No. K 36773

**කපාපු පොල් සිඳුනා සාමාන්‍ය අපණයන බලපත්‍රය
DESICCATED COCONUT GENERAL EXPORT LICENCE**

.....කොළඹ, සීමාසහිත වැවසියර් ට්‍රේඩිං.....සමාගමට 10

පහත දැක්වෙන පරිදි කපාපු පොල් රාත්තල්.....(වචන වළින්) තිස් දහක් පමණක්

.....අපණයනය කිරීමට මෙයින් බලය පැවරේ.

නැවෙහි නම.....භාණ්ඩ යැවෙන ස්ථානය.....හැලිෆැක්ස්.....

NOT TRANSFERABLE/NOT NEGOTIABLE අත්සතු කිරීම හෝ මාරු කිරීම තහනම්

Mr./Messrs.....

of.....is/are hereby permitted to export

per S. S.....**JOHANNES MAERSK**.....to.....

.....lbs. (in words).....

.....pound

of **DESICCATED COCONUT** as specified hereunder :- 20

		රාත්තල් lbs.
පෙට්ටි.....cases of රා.....(බැගින්) lbs. each (nett) =..... (සියුම්) (Fine)		
පෙට්ටි.....cases of රා.....(බැගින්) lbs. ,, =..... (මධ්‍යම/විසිතුරු) (Medium/Fancy)		
මලු.....paper bags of රා.....(බැගින්) lbs. ,, =..... (සියුම්) (Fine)		
මලු.....300.....paper bags of රා...100...(බැගින්) lbs. ,, =.....30,000..... (මධ්‍යම/විසිතුරු) (Medium/Fancy)		
.....	.....	=..... 30
.....	=.....
<u>300</u>		<u>30,000</u>

නිකුත් කළ දිනය :
Date of issue 1968-4-3.

(Sgd.) (Illegibly)
ලංකා පොල් මණ්ඩලයේ කළමනාකරු.
Manager, Ceylon Coconut Board.

(Reverse of the Form)

The following is the English translation of the Sinhala version appearing in the first four commencing lines of this document overleaf :-

'Messrs. Vavasseur Trading Co. Ltd., of Colombo are hereby permitted to export per s.s..... 40

.....to Halifax..... lbs.

(in words) Thirty Thousand pounds of desiccated coconut as specified hereunder :—'

(Sgd.) K. P. G. D. Gunasekare,
Sworn Translator,

R 53

Desiccated Coconut General Export Licence issued to Vavasseur Trading Co., Ltd. to export 100,000 lbs.

R 53 Desiccated Coconut General Export Licence issued to Vavasseur Trading Co., Ltd., to Export 100,000 lbs.— 4-4-68.

Valid for fourteen days from the date of issue නිකුත් කළ දින සිට දින 14 ක් දක්වා වලංගුයි

1935 අංක 13 දරණ පොල් ප්‍රභා ආඥා පනත

THE COCONUT PRODUCTS ORDINANCE No. 13 of 1935

අංක No. K 36790

කපාපු පොල් සිඳුනා සාමාන්‍ය අපනයන බලපත්‍රය DESICCATED COCONUT GENERAL EXPORT LICENCE

10 කොළඹ, සීමාසහිත වැවසියර් ට්‍රේඩිං සමාගමට පහත දැක්වෙන පරිදි කපාපු පොල් රාත්තල් (වචන වලින්) එක් ලක්ෂයක් පමණක් අපනයනය කිරීමට මෙයින් බලය පැවරේ. නැවෙහි නම හානේඩ් යැවෙන සාමාන්‍ය හැලිපැක්ස් NOT TRANSFERABLE/NOT NEGOTIABLE අත්සතු කිරීම හෝ මාරු කිරීම තහනම් Mr./Messrs. of JOHANNES MAERSK is/are hereby permitted to export per S. S. to lbs. (in words) pound

20 of DESICCATED COCONUT as specified hereunder :-

Table with 3 columns: Quantity, Unit/Description, and Weight (lbs.). Rows include 'cases of රා (බැගින්) lbs. each (nett) =', 'cases of රා (බැගින්) lbs. ,, =', '1000 paper bags of රා 100 (බැගින්) lbs. ,, = 100,000', and 'paper bags of රා (බැගින්) lbs. ,, ='. A total row shows 1000 and 100,000.

නිකුත් කළ දිනය : 1968-4-4. (Sgd.) (Illegibly) ලංකා පොල් මණ්ඩලයේ නළමණාකරු. Manager, Ceylon Coconut Board.

(Reverse of the Form)

The following is the English translation of the Sinhala version appearing in the first four commencing lines of this document overleaf :-

40 'Messrs. Vavasseur Trading Co. Ltd., of Colombo are hereby permitted to export per s.s. to Halifax lbs. (in words) One Hundred Thousand pounds of desiccated coconut as specified hereunder : -'

(Sgd.) K. P. G. D. Gunasekare, Sworn Translator.

176

R 72

R 72
Cable sent to
" Vavamarkt
Colombo "

Cable sent to " Vavamarkt Colombo "

NNNN

ZCZC AS 971 SML 166

LONDONLF 115/112 3 1802 P1/50

Vavamarkt Colombo.

4-4-1968.

976 VAVANITE 100 MESH SHIP 30 TONS END MAY ANTWERP
HAVE ALSO SOLD ABOUT 60 TONS LATER SHIPMENT STOP 300
MESH CAN YOU OFFER 1 TON GLASGOW STOP BULK CANADA 10
WITHHOLDING BECAUSE THEIR MARKET BECAME DEPRESSED
BY HEAVY OFFERINGS CHEAP RUSSIAN SUNFLOWEROIL POSSI-
BLE INTEREST 316T AUTOLYCUS 21ST JUNE.

MAKE VERY CHEAPEST OFFER STOP MARKETS GENERALLY
QUIETER DUE PEACE PROPOSALS VIETNAM FROM HANOI ALSO
BETWEEN FEDERAL NIGERIA AND BIAFRA DCN NEWYORK
RELUCTANT DUE ANTICIPATED IMPROVED PHILIPPINE SUPP-
LIES JUNE ONWARDS BUY 2000 MEDIUM APRIL/1ST HALF MAY
L210 CANDF NEWYORK PER BARBER FERN VESSEL STOP OFFER
300 LONG THREAD APRIL STOP

20

NEWYORK URGE SHIP JOHANNES MAERSK SB 372 378 383 385
ADVISE PROGRESS

Cable address
Maerskline
Copenhagen

Maerskline
New York

(CONTINUED FROM FRONT PAGE)

MAERSK LINE

FAR EAST & AFRICA SERVICES

(DAMPSKIBSSELSKABET AF 1912; AKTIESELSKAB - AKTIESELSKABET DAMPSKIBSSELSKABET SVENDBORG)

Managed by A. P. MOLLER, Copenhagen

MOLLER STEAMSHIP COMPANY, INC.

GENERAL AGENTS IN U.S.A. FOR A.P. MOLLER, COPENHAGEN

67 BROAD STREET NEW YORK 4, N. Y., TELEPHONE: HANOVER 2-1500

UNITED STATES AGENTS	EASTERN AGENTS (Continued)	EASTERN AGENTS (Continued)	AFRICAN AGENTS (Continued)
SAN FRANCISCO FRED OLSEN LINE AGENCY, LTD. Merchants Exchange Building Room 200 465, California Street, San Francisco 4, California.	FREE TOWN SCANDINAVIAN SHIPPING AGENCIES Ltd. 1, College Road P. O. Box No. 130, Free Town, Sierra Leone	PHNOM-PENH SOCIETE CAMBODGIENNE DE CONSIGNATION DE NAVIRE ET DE TRANSIT 2 Vithei Oknha Santhor Mok, Boite Postale 318, Phnom-Penh, Cambodia.	DURBAN ...THE EAST ASIATIC (S.A.) (Pty.) Ltd. Whytock Building 399, Smith Street, P. O. Box No. 101, Durban, Natal, South Africa.
LOS ANGELES MAERSK LINE AGENCY 612, South Flower Street, Los Angeles California U.S.A.	HONG KONG JEBSEN & Co., P. O. Box 97 12, Puddar Street, Hong Kong	MEDAN BELEWAN DELI P. N. DJAKARTA LLOYD FOREIGN AGENCIES & TERMINALS UNIT EX P. N. TRI BHAKTI, Djalan Kesenian 4, P. O. Box 240, Medan Sumatra, Republic of Indonesia	CAPETOWN ...THE EAST ASIATIC Co., (S.A.) (Pty) Ltd., Federal Building, 8th Floor Tulbagh Square P. O. Box 1526, Capetown, South Africa.
SAVANNAH SMITH & KELLY COMPANY Ocean Steamship Co. Building P. O. Box 1639 Savannah, Ga.	KEELUNG TAIT & Co., LTD. P. O. Box 66, Tapai, Taiwan.	DAKARTA P. N. DJAKARTA LLOYD FOREIGN AGENCIES DIVISION, P. O. Box 237, Kramat Raya 4-6, Djakarta, Republic of Indonesia	LAGOS/APAPA PORT-HARCOURT ...JOHN HOLT SHIPPING SERVICES, Ltd. 149/52, Broad Street, P. O. Box No. 1013, Lagos, NIGERIA.
NORFOLK-NEWPORT NEWS DICHMANN, WRIGHT & PUGH, INC. 411, New Monroe Building, 254, Granby Street, Norfolk 10, Virginia	TOKYO—YOKOHAMA SHIMIZU—NAGOYA OSAKA—MOJI MAERSK LINE, LIMITED. (Japan Branch) Central P. O. Box 506 Tokyo, Japan.	COLOMBO CARSON CUMBERBATCH & CO., LTD., P.O. Box 24, Colombo, Ceylon	MATADI ...AGETRAF, S.C.A.R.L. 3, Rue de Vivi, P. O. Box 36, Matadi, Congo Republique
BALTIMORE ROBERT C. HERD & Co., INC. Mercantile Trust Building, Baltimore 2, Md.	BANGKOK MAERSK LINE Bangkok Branch Sathorn Road 231/2 P. O. Box No. 692, Bangkok, Thailand.	ALLEPPEY N. C. JOHN & SONS, Alleppey, South India.	DOULA ...SOCIETE NAVALE DELMAS VEILJEU, P. O. Box No. 263, Douala, Camerouns
PHILADELPHIA B.H. SOBELMAN & Co., INC. 248, Bourse Building Philadelphia 6, Pa	SINGAPORE ANGLO AMERICAN CORP., LTD. 7th Floor, Denmark House, Raffles Quay, P. O. Box 658, Singapore 1.	COCHIN HARRISONS & CROSFIELD LTD., P. O. Box 202, Aerodrome Road, Willingdon Islands, Cochin 3.	TAKORADI ...SCANDINAVIAN SHIPPING AGENCIES Ltd. P. O. Box No. 329, Takoradi, Ghana.
BOSTON SPRAGUE STEAMSHIP Co., 125, High Street, Boston 10, Mass.	PENANG J. H. VAVASSEUR & Co., (M) LTD. 9, Weld Quay, P. O. Box 309, Penang, Malaya.	ADEN L. SAVON & RIES (Thabet Shipping) Co., Ltd., Crater, Aden, Arabia	ABIDJAN ...SOCIETE NAVALE DELMAS-VEILJEU, 17, Avenue Louis Barthe, P. O. Box No. 1281, Abidjan, Ivory Coast.
MONTREAL THE ROBERT REFORM Co., LTD. 221, St. Sacrament Street, Montreal 1, Quebec, Canada.	PORT SWETTENHAM SOCFIN CO., LTD. P. O. Box 11, Port Swettenham, Malaya.	AFRICAN AGENTS PORT ELIZABETH THE EAST ASIATIC Co., (S.A.) (Pty.) Ltd., 31/32, Lowcliffe House, Main Street, P. O. Box 859, Port Elizabeth, South Africa.	MONROVIA ...LIBERIA TRADING CORPORATION, P. O. Box No. 125, Monrovia, Liberia.
HALIFAX NEW FOUNDLAND CANADA STEAMSHIP Ltd. 10, Sackville Street, P. O. Box No. 821, Halifax, Canada.	KUALA LUMPUR SOCFIN CO., LTD. P. O. Box 330, Kuala Lumpur, Malaya.		
PANAMA CANAL C. B. FENTON & Co., INC. P. O. Box 5025, Cristobal, Canal Zone.			
MANILA-CEBU EASTERN AGENTS			
ILOILO CIA. GENERALDETABACOS SAIGON DE FILIPINAS P. O. Box 143, 848, Marquee de Comillas Manila, P.I.	PLANTATIONS DES TERRES ROUGES , 236, Duong Cong-ly Saigon, Vietnam.		

This bill of Lading to be used only for shipments from an ocean port which are (a) for direct delivery to port of discharge of the vessel or (b) going forward by rail vessel or other conveyance from the port of discharge of the vessel

The word "Steamer" or "Steamship" where used herein shall be read to mean motor vessel if so propelled.

SHIPPED on board by the shippers hereinafter named, the goods or packages said to contain Goods (hereinafter called Goods) hereinafter mentioned, in apparent good order and condition, unless otherwise indicated in this bill of lading, to be transported by the vessel named, subject to all the terms of this bill of lading on this page and front page, on the basis of which the freight is fixed with liberty to proceed via any port or ports within the scope of the voyage described herein to the port of discharge, or so near thereunto as the ship can safely get, and there to be delivered or transhipped subject to ship's engagements not hereby disclosed. All particulars herein mentioned of the goods except only the numbers of the packages, are those declared by the shippers and are unknown to the carriers, and shall not constitute as against the carriers any part of the carriers description of the goods, but shall be deemed only representations of the shippers except as may be otherwise provided by law.

Ship m.s. "JOHANNES MAERSK".....Port of Loading.....COLOMBO.....B/L No.....7.....

Shipper: VAVASSEUR TRADING CO., LTD.,

Consignee: — UNTO ORDER

Ship's Agents are requested to notify.....of the arrival of the within mentioned goods but failure to do so shall not involve Carrier or Agents in any responsibility or relieve Consignees from their obligations.

Port of Discharge from Ship: HALIFAX.....(transhipped at port of discharge):..... Destination of Goods (If Goods to be)

(The carrier reserves the liberty of substituting a different port of transhipment (even though beyond the destination of the goods) for any transhipment port designated herein).

MARKS AND NUMBERS	QUANTITY	SHIPPER'S DESCRIPTION OF GOODS (Carrier's responsibility for description of goods limited as herein provided) Quality, Quantity, Contents, Marks, Gauge, Weight and Value Unknown.	SAID BY SHIPPER TO WEIGH
PGG MEDIUM	100 bags	One hundred Paper bags said to contain Desiccated Coconut Medium, Wgh nett 10,000 lbs. Wgh gross 10,200 lbs. Freight on 10,200 lbs. @ \$.75/- per 20 cwts. Plus 15% surcharge \$ \$ 392.74	841.52 81.22 <u>392.74</u>
		FREIGHT PAYABLE AT DESTINATION	
		Export Licence No. N/68/UK/217	
Endorsed: — FREIGHT PAYABLE AT DESTINATION		Endorsed: — COPY NOT NEGOTIABLE	

Full freight hereunder to port of discharge or destination named herein shall be considered completely earned on receipt of the goods by the carrier, whether the freight be stated or intended to be prepaid or to be collected at destination; and the carrier shall be entitled to all freight and charges due hereunder whether actually paid or not, and to receive and retain them under all circumstances whatsoever ship and/or cargo lost or not lost. If there shall be a forced interruption or abandonment of the voyage at the port of shipment or elsewhere any forwarding of the goods or any part hereof by vessels of the same line or otherwise shall be at the risk and expense of the goods. The carrier shall have a lien on the goods which shall survive delivery, for all charges due hereunder and may enforce this lien by public or private sale and without notice. The shipper and the consignee shall be jointly and severally liable to the carrier for the performance of the obligation of each of them hereunder. The word "charges" when used in this bill of lading, shall include freight and expenses and money obligations incurred and payable by the goods shipper, consignee or any of them.

FREIGHT Payable at

In accepting this Bill of Lading, the shipper, owner and consignee of the goods, and the holder of the Bill of Lading agree to be bound by all the stipulations, exceptions and conditions stated on this page and front page, whether written, printed or stamped, as fully as if they were all signed by such shipper, owner, consignee or holder.

IN WITNESS WHEREOF there have been executed for and on behalf of the Master Two Bills of Lading, exclusive of non-negotiable copies, all of this tenor and date, one of which being accomplished, the others to stand void.

Dated in COLOMBO, this 5th day of April, 1968

For and on behalf of the Master
For CARSON CUMBERBATCH & Co., Ltd.

BY.....As Agents

(Intld.) Illegible.

HOMeward BILL OF LADING

R 54
Maersk Line
Bill of Lading
(Ship—"JOHANNES
MAERSK")—
5-4-68
—Continued.

THE TERMS OF THIS CONTRACT BILL OF LADING ON THIS SIDE AND ON THE REVERSE HEREOF ARE HEREBY MUTUALLY AGREED UPON AS FOLLOWS:

This Bill of Lading shall have effect subject to the provisions of the "Carriage of Goods by Sea Act" of the United States of America and the Carrier (which term shall be deemed to include the ship and the shipowner) shall be entitled to avail itself of all the rights and immunities and all other restrictions upon liability contained in the said Act, even although the goods are not to be carried to or from a port in the United States, and shall not be deemed to have surrendered any of its said rights or immunities or restrictions upon liability or to have increased any of its responsibilities or liabilities. If any provision of this Bill of Lading is illegal under the provision of that Act, it shall be deemed stricken out and expunged. The carrier shall further be entitled to avail itself of the provisions of Sections 181 to 189 (both inclusive) of Chapter 46 of the Code of Laws of the United States of America and of all statutes supplemental and amendatory thereof and of the like statutes of other countries in so far as they may be applicable. Nothing in this Bill of Lading shall operate to limit or deprive the carrier of any statutory protection or exemption from, or limitation of, liability.

1. SCOPE OF VOYAGE. With liberty to sail without pilots, to proceed via any route, to proceed to and stay at any port or ports whatsoever in any order in or out of the route or in a contrary direction to or beyond the port of destination once or oftener for bunkering or loading or discharging cargo or embarking or disembarking passengers or any other purposes whatsoever, and to carry the within cargo into and then beyond the port of discharge named herein and to return to and discharge the said cargo at such port, to tow or to be towed, to make trial trips with or without notice, to adjust navigational instruments, or to repair or dry dock with or without cargo on board, all as part of the contract voyage.

2. ALSO, that the carrier shall not be liable for Article specified in Section 4231 of the Revised Statutes of the United States, unless written notice of the true value and character thereof is given at the time of lading and entered in the Bill of Lading.

3. ALSO, that the shippers shall be liable for any loss or damage to steamer, cargo, lighter or wharf, caused by inflammable, explosive or dangerous goods, shipped without full disclosure of their nature, whether such shipper be Principal or Agent; and such goods may be thrown overboard or destroyed at any time without compensation. Extra charges, if any for discharging, lighterage or other expenses on hazardous goods declared or considered as such by civil or military authorities must be born by shippers and/or consignees.

4. ALSO, that the carrier shall have a lien on the goods for all freights, primages and charges, and also for all fines or damages which the steamer, lighter, or cargo may incur or suffer by reason of the incorrect or insufficient marking, numbering or addressing of packages or description of their contents. Bills of lading must be made out in accordance with the prescriptions and regulations of Port, Customs or Consular authorities. Consular, Board of Health or other certificates required to accompany the goods are to be procured by shippers and any detention, charges or penalties occurring to steamer or cargo, owing to the want of such certificates, are to be borne by the shippers and/or consignees, and the cargo to be subject to a lien therefor.

5. ALSO, that in case of war, hostilities, warlike or naval operations or demonstrations, blockade or interdiction of any port, civil strife, piracy, civil commotions, strikes, lockouts or stoppage of labor, quarantine, ice or closure by ice, or the happening of any other matter or event, whether of like nature to those above mentioned or otherwise, whether any of the foregoing are actual or threatened and whether taking place at or near the port of discharge or elsewhere in the course of the voyage and whether or not existing or anticipated before commencement of the voyage, which matters or events, or any of them, in the judgment of the Master or carrier may result in damage to or loss of the vessel or give rise to risk of capture, seizure or detention of vessel and/or cargo or, of any part of the cargo, or make it unsafe or imprudent for any reason to proceed on or continue the voyage or enter to discharge cargo at the port of discharge, or give rise to delay or difficulty in reaching, discharging at or leaving the port of discharge, the carrier or Master may (1) before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the goods at port of shipment and upon failure to do so, may warehouse the goods at the risk and expense of the goods; or (2) whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, discharge the goods into depot, lazaretto, craft, or other place; or (3) proceed or return, directly or indirectly, to or stop at any port or place whatsoever, in or out of the regular route and short of or beyond the port of discharge as the Master or the carrier may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof, at any such port or place. When the goods are discharged from the ship, as herein provided, they shall be at the risk and expense of the shippers and/or receivers; such discharge shall constitute complete delivery and performance under this contract, full bill of lading freight and charges shall be deemed earned and the carrier shall be freed from any further responsibility. For any services rendered to the goods as hereinabove provided, the carrier shall be entitled to extra compensation, for which, together with any unpaid freight and charges, the carrier shall have a lien on the goods.

6. ALSO, that the goods are to be received by, or on behalf of, the consignee immediately the vessel is ready to discharge, and continuously at all such hours as the Custom House or Port Authorities may give permission for the ship to work, or if necessary the vessel may discharge into lighters at the risk and expense of the goods. And it is expressly understood that the articles named in this Bill of Lading shall be at the risk of the Goods' Owner, Shipper, or Consignee thereof as soon as delivered from the tackle and/or deck of such steamer at her port of discharge and they shall be received package by package as so delivered and if not taken away the same day they may (at the option of the Vessel's Agent) be sent to store or warehouse, or permitted to lie where landed at the expense and risk of the goods, and shall be subject to a lien for wharfage, rent of dock, wharf or store or any other expense that may be incurred in respect thereof. If on the arrival of the steamer at the port of delivery any of the bales or packages shipped under this Bill of Lading cannot be identified by reason of insufficiency of marks, obliteration of marks or no marks, then in any such case, the Receivers shall take in full discharge, accord and satisfaction any bales or packages which may be on board the steamer and be tendered them by the Carriers or their Agents, notwithstanding that such bales or packages do not bear the marks and description indicated on the back page. The Collector or other proper officer of the Port is hereby authorized to grant a general order for discharging immediately after the entry of the ship.

The responsibility of the carrier in any capacity shall altogether cease and the goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of customs or other authorities. The carrier shall not be required to give any notification of disposition of the goods.

7. ALSO, that in case any part of the within goods cannot be bound under Ship's stay at port of destination, they are, when found, to be sent back at the Merchant's risk and Ship's expense. The Ship shall not be liable for incorrect delivery unless such packages shall have been distinctly and permanently marked by the Shipper before shipment with the name of the port of destination. Goods overcarried to be returned to Consignee at Ship's expense but free from liability for any loss, depreciation or damage arising from over-carriage or from return carriage.

8. ALSO, that notice of loss or damage and of the general nature of such loss or damage must be given in writing to the carrier or its agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof, provided, however, that if the loss or damage is not apparent the notice must be given within three days of the delivery. Failure to give notice as above provided shall constitute an absolute bar of all claims for loss or damage to goods, except in such cases as the U.S.A. "Carriage of Goods by Sea Act" is to the contrary.

17. General Average shall be payable according to York-Antwerp Rules 1950, and as to matters not therein provided for according to the usages of the port of New York, Average Bond with values declared therein to be signed, also sufficient security to be given as required by Master or Agents.

18. In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for the consequence of which, the carrier is not responsible, by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.

If a salving ship is owned or operated by the carrier, salvage shall be paid or as fully as if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall if required be made by the goods, shippers consignees or owners of the goods to the carrier before delivery.

19. "If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation to in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier."

The foregoing provisions shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact.

20. VALUATION CLAUSE. In cases of transport of valuable cargo, such as specie, bullion, precious stones, bonds or other negotiable documents and similar valuable cargo, the vessel is not responsible until such goods are delivered to and receipted for by the Master or the officer on duty personally. Such articles received and rate of freight specially adjusted on the condition and understanding that the value thereof has been fully insured by the shipper or others against all risks and that the shipper by accepting this Bill of Lading represents and guarantees that such insurance has been effected.

21. REFRIGERATOR CLAUSE: Specially cooled stowage is not to be furnished unless contracted for at an increased freight rate. Owners undertake, before loading refrigerated cargo in any insulated space, to obtain a certificate of a competent surveyor that such insulated space and the refrigerating machinery have been surveyed under working conditions and found in good condition and fit for the conveyance of refrigerated cargoes; said certificate to be obtained either at the first or at a later port of the ship's outward or homeward voyage, whether or not refrigerated cargo is loaded at that port. It is hereby agreed that the existence of such certificate shall be deemed by all parties concerned conclusive evidence that the owner of the vessel has exercised due diligence to make the said insulated space and refrigerating machinery seaworthy. The provisions of the clause are in addition to the other provisions of this Bill of Lading; and shipments listed in this Bill of Lading are subject to all of the other provisions of this Bill of Lading as well as the provisions of this special clause.

22. TRANSHIPMENT CLAUSE: The carrier is further hereby especially authorized to tranship the goods whenever it may so elect, without notice and by land or water or by both, and at any stage of the voyage, and even though transhipment is not provided for in this bill of lading; and the carrier shall further have the liberty of substituting a different port of transhipment (even though beyond the destination of the goods) for any transhipment port designated herein. In any case where transhipment is made the provisions of paragraph 18 of this bill of lading shall apply.

23. The ship shall not be responsible for packages opened and/or examined by or in behalf of any Government whether prior to or subsequent to shipment.

24. WAR RISK CLAUSE: When and so long as a state of War exists and/or so long as any control over steamers or any part of their cargoes or passengers is exercised by any Government or other Authorities the carrier and/or their agents and/or the Master may (if in their uncontrolled discretion they think it advisable) at any time before (or after) the commencement of the voyage cancel this engagement or before or after such commencement may alter or depart from the proposed or advertised or agreed or customary route and/or delay or detain the steamer at or off any port and/or tranship the cargo at any port or ports without claim for loss or damage directly or indirectly sustained.

The carrier and/or the Captain shall further be at liberty to sail with or without convoy to discharge the cargo at any port at the risk and expense of the goods, which discharge shall be deemed fulfillment of the contract voyage, and generally to take such measures to lessen or avoid detention by belligerents, the risk of hostile attacks or other war dangers as may be deemed appropriate including the non-observance of any practice, rules or regulations statutory or otherwise, which might be applicable in times of peace. In case the shipment listed in this bill of lading is seized or threatened with seizure by any belligerent, the carrier for the purpose of avoiding loss, delay or detention to ship and cargo, may make such agreements as in its sole discretion are deemed prudent, with the said belligerent with respect thereto to including an agreement that said shipment shall be returned to the port of loading.

25. In addition to any liberties expressed or implied in this Bill of Lading, the carriers shall have the liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppage, transhipment, discharge or destination, or otherwise howsoever given by any Government or any Department thereof, or of any person acting or purporting to act with the authority of any Government or any Department thereof, or by any War Risk Insurance Association working under any Government Scheme in which the steamer may be entered and nothing done or not done under such orders or direction shall be deemed a deviation. The ship is free to carry Contraband, Explosives, Munitions or War-like Stores and may sail armed or unarmed.

(CONTINUED ON BACK PAGE)

In any event, the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after the delivery of the goods or the date when the goods should have been delivered.

9. ALSO, that goods may be stowed in poop, forecabin, deckhouse, shelter deck, passenger space, or any covered in space commonly used in the trade for the carriage of the goods and when so stowed shall be deemed for all purposes to be stowed under deck. Live animals and deck cargo (if stated herein to be so carried) are received and carried at shipper's risk, nor shall the carrier in any event be liable for any loss or damage thereto arising or resulting from any matters mentioned in Section 4, subsection 2 (a) to (p) inclusive, of the United States Carriage of Goods by Sea Act, or from any other cause whatsoever not due to the fault of the carrier, any warranty of seaworthiness in the premises being hereby waived, except as just provided such shipments shall be deemed goods for all purposes and subject to all other terms and provisions in this Bill of Lading relating to "Goods."

10. ALSO, that in case of any loss or damage to or in connection with goods exceeding in actual value \$ 500 lawful money of the United States, per package, or, in case of goods not shipped in packages per customary freight unit, the value of the goods shall be deemed to be \$ 500 per package or per unit, on which basis the freights is adjusted and the Carrier's liability, if any, shall be determined on the basis of a value of \$ 500 per package or per customary freight unit, or *pro rata* in case of partial loss or damage, unless the nature of the goods and a valuation higher than \$ 500 shall have been declared in writing by the shipper upon delivery to the Carrier and inserted in this bill of lading and extra freight paid if required and in such case if the actual value of the goods per package or per customary freight unit shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and any partial loss or damage shall be adjusted *pro rata* on the basis of such declared value.

Whenever the value of the goods is less than \$ 500 package or other freight unit, their value in the calculation and adjustment of claims for which the Carrier may be liable shall for the purpose of avoiding uncertainties and difficulties in fixing value be deemed to be the invoice value, plus freight and insurance if paid, irrespective of whether any other value is greater or less.

11. ALSO, in the event that any obligation attaches to the carrier prior to loading on the ocean steamer and after discharge therefrom, that the carrier shall have the like rights and immunities as are provided for in Section 4, sub-section 1 and 2, (a) to (p) inclusive, of the "Carriage of Goods by Sea Act" of the United States of America, and, in addition, and without prejudice to the aforesaid, the carrier shall not be liable for loss or damage to the goods occasioned by floods, falling or collapse of wharf, pier or warehouse, theft, pilferage, heating, effects of climate or temperature, or any other cause whatsoever, whether or not of a like kind to those above mentioned.

12. ALSO, that there shall be no responsibility on the part of the carrier with respect to the goods except when they are in the carrier's exclusive custody.

13. In the case of goods going forward by rail, vessel or other conveyance from the port of discharge of the vessel, with respect to the transportation from the port of discharge named herein to the port or place of destination of the goods it is agreed that said transportation is to be performed subject to the terms and conditions of the bills of lading and receipts of the carriers or other bailees participating therein, including any special clauses endorsed thereon, the liability of the Maersk Line and/or its agents, being solely that of a forwarder and that any claim or demand for loss, damage or delay or otherwise shall be made solely against the carrier or other person in possession of the goods at the time the loss, damage or delay occurs, the liability of each carrier being restricted to its own line. The goods may be shipped pursuant to the usual terms of the said participating carrier or pursuant to such special terms as the Maersk Line and/or its agents, in their sole discretion, may agree to, even though these terms include limitations as to carrier's liability and as to the amount of liability not contained in this bill of lading and/or less favourable to the shipper and others interested in the goods than these contained herein. Any increase in the freight and/or other charges payable to on-carriers over the rates prevailing at the time this shipment was booked shall be a charge upon the goods and the shipper, bill of lading holder and consignee shall be liable therefor.

14. Rail freight, if any, shown herein is subject to change in accordance with tariffs of the connecting rail carrier in effect upon receipt by it of the said goods.

15. Any claim for loss, damage or short delivery or otherwise, arising out of this bill of lading shall be dealt with, at the option of the Carrier, in the courts of the City of New York according to the laws of the United States of America, to the exclusion of proceedings in the courts of any other country.

16. It is hereby expressly agreed that no servant or agent of the Carrier (including the master and every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Shipper, Consignee or Owner of the goods or to any holder of this Bill of Lading for any loss, damage or delay to cargo of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the Carrier (including the master and every independent contractor from time to time employed by the Carrier) acting as aforesaid. If notwithstanding the provisions of the foregoing sentence of this bill of lading, recovery is made from any such servant or agent of the Carrier in respect of loss of damage or delay to cargo, the amount so recovered shall immediately be paid over to the Carrier as trustee for such servant or agent, provided, and to the same extent, that the said sum was not recoverable from the Carrier under the terms, conditions and exceptions of the contract evidenced by this bill of lading.

It is further understood and agreed that as the line, company or agency which has executed this bill of lading for and on behalf of the master is not a principal in the transaction, said line, company or agency shall not be under any liability arising out of the contract of carriage, nor as carrier nor bailee of the goods.

Application to Ceylon Coconut Board by Vavas seur Trading Co., Ltd.
for Desiccated Coconut Export Licence

APPLICATION FORM

CEYLON COCONUT BOARD

Application for Desiccated Coconut Export Licence

R 77
Application to
Ceylon Coconut
Board by
Vavas seur Trading
Co., Ltd. for
Desiccated Coconut
Export Licence—
11-4-68.

1. Name of applicant and/or of shipper & registration No :— Vavas seur Trading Co., Ltd.
S. 19

2. Quantity & grade to be exported :—

10	<u>CASES</u>	<u>LBS.</u>		
	.....Cases (Fine)	@.....lbs.	=	.....
	.....Cases (Medium)	@.....lbs.	=	.....
	.....Cases (Fancy)	@.....lbs.	=	.....
	<u>BAGS</u>	<u>LBS.</u>		
	.....141.....Bags (Fine)	@.....100.....lbs.	=	14,100 lbs.
	.....Bags (Medium)	@.....lbs.	=	.....
	.....Bags (Fancy)	@.....lbs.	=	.....
		Total		14,100 lbs.

3. Name of ship & date of sailing :— " Jeppessen Maersk " due 15-4-68
20 4. (a) Port of Discharge :- Halifax
(b) Final Destination :— Canada

5. Name of Mill/Mills where manufactured & registration numbers :—
141 Bags Fine
M 63 CCB 63
B 06048 — 06173 — 126
M 66 CCB 66
C 44505 — 44508 — 4

6. Serial Numbers of the packages :—
30 M 130 CCB 130
A 65582 — 65584 — 3
M 128 CCB 128
A 78817 — 78821 — 5
M 117 CCB 117
A 53093 — 53095 — 3

7. Sampling & Licensing fees @ -/15 cts. per cwt. or part thereof :—
141 Bags

8. Any other information.

I/We hereby declare that the.....cases used for packing.....
lbs. of Desiccated Coconut in respect of which an Export Licence is applied for, are all locally
40 made new wooden chests.

I/We hereby declare that the statements contained herein are true and accurate.

Vavas seur Trading Co., Ltd.

(Sgd.) Illegibly
Signature.

Date 11-4-68

R 78
Application to
Ceylon Coconut
Board by
Vavas seur Trading
Co., Ltd. for
Desiccated Coconut
Export Licence—
11-4-68

Application to Ceylon Coconut Board by Vavas seur Trading Co., Ltd.,
for Desiccated Coconut Export Licence

APPLICATION FORM

CEYLON COCONUT BOARD

Application for Desiccated Coconut Export Licence

1. Name of applicant and/or of shipper & registration No :— Vavas seur Trading Co., Ltd.
S.19

2. Quantity & grade to be exported :—

<u>CASES</u>	<u>LBS.</u>	10
.....Cases (Fine)	@.....lbs. =	.....
.....Cases (Medium)	@.....lbs. =	.....
.....Cases (Fancy)	@.....lbs. =	.....
<u>BAGS</u>	<u>LBS.</u>	
.....800... Bags (Fine)	@.....100 lbs. =	..... 80,000 lbs.
..... 2,155... Bags (Medium)	@.....100 lbs. =	..... 215,500 lbs.
.....Bags (Fancy)	@.....lbs. =	.....
Total		295,500 lbs.

3. Name of ship & date of sailing :— " JEPPESEN MAERSK " 15/4/68

4. (a) Port of Discharge :— HALIFAX 20

(b) Final Destination :—

5. Name of Mill/Mills where manufactured & Registration numbers :— Please refer letter :—

6. Serial Numbers of the packages :—

7. Sampling & Licensing fees @ -/15 cts. per cwt. or part thereof :—

8. Any other information.

I/We hereby declare that the.....cases used for packing.....
lbs. of Desiccated Coconut in respect of which an Export Licence is applied for, are all locally
made new wooden chests. 80

I /We hereby declare that the statements contained herein are true and accurate.

Vavas seur Trading Co., Ltd.

Date : 11/4/68

(Sgd.) Illegible
Signature.

VAVASSEUR TRADING CO., LTD.

TELEGRAMS : Vavasseur, Colombo.
TELEPHONE : 4381 — 4384

G. P. O. Box 163,
51/53, Queen Street,
COLOMBO 1.
CEYLON.

R 78
Application to
Ceylon Coconut
Board by
Vavasseur Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
11-4-68

Our Ref : SR : htes.

10th April, 1968.

The Chief Exports Officer,
H. M. Customs,
COLOMBO.

Dear Sir,

10 **3000 Bags Medium, 5000 Bags Fine Desiccated Coconut**
 “ Johannes Maersk ” sailed : 6-4-68.

We passed documents through Customs for the export of 3000 bags Medium and 5000 bags Fine Desiccated Coconut, and surrendered the following Coconut Board Licences :—

	K 36773	...	300	Bags.
	K 36768	...	200	”
	K 36742	...	1000	”
	K 36741	...	200	”
	K 36717	...	296	”
20	K 36718	...	736	”
	K 36652	...	268	”
	K 36790	...	1000	”
	K 36505	}	4000	”
	K 36585			
	K 36586			
	K 36617			

Owing to the prevailing Strike in the port, we were able to ship only 845 bags Medium and 4200 bags Fine, leaving a balance of 2155 bags Medium and 800 bags Fine.

30 We should therefore be grateful, if you would endorse this letter with regard to the actual quantity short-shipped to enable us to obtain fresh licences for the unshipped balance.

Yours faithfully,
VAVASSEUR TRADING Co., LTD.

(Sgd.) Illegibly.

C.E.O.
Quantity shipped
5045 bags (1 damaged)
Itld.
11-4-68

C.F
A certificate to the effect that 5045 bags (including 1 bag damaged) weighing 504,500 lbs. only was shipped in the Johannes Maersk on 6-4-68 may be passed.

40

(Intld.).....

R 78
 Application to
 Ceylon Coconut
 Board by
 Vavas seur Trading
 Co., Ltd., for
 Desiccated Coconut
 Export Licence—
 11-4-68
 —Continued.

VAVASSEUR TRADING CO., LTD.

TELEGRAMS : Vavas seur, Colombo.
 TELEPHONE : 4381 — 4384

Our Ref : DLJ : htes.

The Manager,
 Ceylon Coconut Board,
 COLOMBO.

G. P. O. Box 163,
 51/53, Queen Street,
 COLOMBO 1,
 CEYLON.

11th April, 1968.

Dear Sir,

We write to inform you that we obtained the following K permits for a ¹⁰ quantity of 3000 bags Medium and 5000 bags Fine Desiccated Coconut, which we intended to ship per the s.s. " Johannes Maersk " which sailed on the 5th instant.

K 36773	...	300	Bags	
K 36768	...	200	"	
K 36742	...	1000	"	
K 36741	...	200	"	
K 36717	...	296	"	
K 36718	...	736	"	
K 36652	...	268	"	20
K 36790	...	1000	"	
K 36505	}	4000	"	
K 36585				
K 36586				
K 36617				

As a result of the present Strike situation, for want of ship's time, we were able to ship only a quantity of 845 bags Medium and 4,200 bags Fine thus short-shipping a balance of 2,155 bags Medium and 800 bags Fine.

We now intend to ship this quantity per s.s " Jeppessen Maersk " which is due on the 15th April and should be obliged if you would please issue us a ³⁰ fresh licence for the balance quantity of 2955 bags, viz. 2155 bags Medium and 800 bags Fine. In support of the above, we enclose a letter endorsed by the Port (Cargo) Corporation and also a letter from the Agents of the vessel, Messrs. Carson Cumberbatch & Co., Ltd.

You will appreciate the fact that owing to the present strike, we are in a difficult position to make the usual application giving all the serial numbers of the bags lying in our Stores for shipment, and as such, we shall be obliged if you will kindly bear with us and accommodate us with a licence in this instance, for which we shall be ever grateful.

DC/A

Check infn. and details. If
is in order and as
 stated by them the request can
 be allowed.

(Sgd.) Illegibly 11/4.

Yours faithfully,
 VAVASSEUR TRADING CO., LTD.

(Sgd.) Illegibly.

VAVASSEUR TRADING CO., LTD.

TELEGRAMS : Vavasseur, Colombo.
 TELEPHONE : 4381 — 4384 & 4393

51—53, Queen Street,
COLOMBO 1.
CEYLON.

R 78
 Application to
 Ceylon Coconut
 Board by
 Vavasseur Trading
 Co., Ltd., for
 Desiccated Coconut
 Export Licence—
 11-4-68
 —Continued.

G. P. O. Box No. 163

CODES USED

A. B. C. 5th & 6th EDITIONS
 BENTLEY'S COMPLETE PHRASE CODE
 BENTLEY'S SECOND PHRASE CODE
 10 ACME & PRIVATE.

YOUR REFERENCE
 OUR REFERENCE

16/4/68

The Manager,
 Ceylon Coconut Board.

Dear Sir,

Ref. phone conversation kindly alter the numbers of Licence per our
 letter 10/4 from K 36687 to K 36617.

Noted

20 (Sgd.) Illegibly.
 16/4.

Yours faithfully,
 VAVASSEUR TRADING CO., LTD.

(Sgd.) Illegibly.

R 79
Application to
Ceylon Coconut
Board by
Vavasour Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
11-4-68

Application to Ceylon Coconut Board by Vavasour Trading Co., Ltd.,
for Desiccated Coconut Export Licence

APPLICATION FORM

CEYLON COCONUT BOARD

Application for Desiccated Coconut Export Licence

1. Name of applicant and/or of shipper & registration No :— Vavasour Trading Co., Ltd.,
S. 19

2. Quantity & grade to be exported :—

<u>CASES</u>	<u>LBS.</u>	10
.....Cases (Fine)	@.....lbs. =	.....
.....Cases (Medium)	@.....lbs. =	.....
.....Cases (Fancy)	@.....lbs. =	.....
<u>BAGS</u>	<u>LBS.</u>	
.....1,000...Bags (Fine)	@.....100 lbs. =	.....100,000 lbs.
.....Bags (Medium)	@.....lbs. =	.....
.....Bags (Fancy)	@.....lbs. =	.....
Total		<u>100,000 lbs.</u>

3. Name of ship & date of sailing :— " JEPPESEN MAERSK " due 15/4/68

4. (a) Port of Discharge :— HALIFAX 20

(b) Final Destination :— CANADA

5. Name of Mill/Mills where manufactured & Registration numbers :— Mill Nos. as per reverse.

6. Serial Numbers of the packages :—

7. Sampling & Licensing fees @ -/15 cts. per cwt. or part thereof :—

8. Any other information.

I/We hereby declare that the.....cases used for packing.....
lbs. of Desiccated Coconut in respect of which an Export Licence is applied for, are all locally
made new wooden chests. 30

I /We hereby declare that the statements contained herein are true and accurate.

Vavasour Trading Co., Ltd.

Date : 11/4/68

(Sgd.) Illegibly
Signature

R 80
Application to
Ceylon Coconut
Board by
Vavas seur Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
11-4-68.

Application to Ceylon Coconut Board by Vavas seur Trading Co., Ltd.,
for Desiccated Coconut Export Licence

APPLICATION FORM

CEYLON COCONUT BOARD

Application for Desiccated Coconut Export Licence

1. Name of applicant and/or of shipper & registration No :— Vavas seur Trading Co., Ltd.
S. 19

2. Quantity & grade to be exported :—

<u>CASES</u>	<u>LBS.</u>	10
.....Cases (Fine)	@.....lbs. =	.....
.....Cases (Medium)	@.....lbs. =	.....
.....Cases (Fancy)	@.....lbs. =	.....
<u>BAGS</u>	<u>LBS.</u>	
.....1,000... Bags (Fine)	@.....100 lbs. =	..... 100,000 lbs.
.....Bags (Medium)	@.....lbs. =	.....
.....Bags (Fancy)	@.....lbs. =	.....
Total		100,000 lbs.

3. Name of ship & date of sailing :— " JEPPESEN MAERSK " due 15/4/68

4. (a) Port of Discharge :— HALIFAX 20

(b) Final Destination :— CANADA

5. Name of Mill/Mills where manufactured & Registration numbers :— Mill Nos. as per reverse.

6. Serial Numbers of the packages :—

7. Sampling & Licensing fees @ -/15 cts. per cwt. or part thereof :—

8. Any other information.

I/We hereby declare that the.....cases used for packing.....
lbs. of Desiccated Coconut in respect of which an Export Licence is applied for, are all locally
made new wooden chests. 30

I/We hereby declare that the statements contained herein are true and accurate.

Vavas seur Trading Co., Ltd.

Date : 11/4/68

(Sgd.) Illegibly
Signature

R 81
Application to
Ceylon Coconut
Board by
Vavas seur Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
11-4-68

Application to Ceylon Coconut Board by Vavas seur Trading Co., Ltd.,
for Desiccated Coconut Export Licence

APPLICATION FORM

CEYLON COCONUT BOARD

Application for Desiccated Coconut Export Licence

1. Name of applicant and/or of shipper & registration No :— Vavas seur Trading Co., Ltd.
S. 19

2. Quantity & grade to be exported :—

<u>CASES</u>	<u>LBS.</u>	10
.....Cases (Fine)	@.....lbs. =	.....
.....Cases (Medium)	@.....lbs. =	.....
.....Cases (Fancy)	@.....lbs. =	.....
<u>BAGS</u>	<u>LBS.</u>	
.....1,000.....Bags (Fine)	@.....100... lbs. =	.....100,000 lbs.
.....Bags (Medium)	@.....lbs. =	.....
.....Bags (Fancy)	@.....lbs. =	.....
Total		<u>100,000 lbs.</u>

3. Name of ship & date of sailing :— " JEPPESEN MAERSK " due 15/4/68

4. (a) Port of Discharge :— HALIFAX 20

(b) Final Destination :— CANADA

5. Name of Mill/Mills where manufactured & Registration numbers :— Mill Nos. as per reverse

6. Serial Numbers of the packages :—

7. Sampling & Licensing fees @ -/15 cts. per cwt. or part thereof :—

8. Any other information.

I/We hereby declare that the.....cases used for packing.....
lbs. of Desiccated Coconut in respect of which an Export Licence is applied for, are all locally
made new wooden chests. 30

I/We hereby declare that the statements contained herein are true and accurate.

Date : 11/4/68

Vavas seur Trading Co., Ltd.
(Sgd.) Illegibly
Signature.

R 81
Application to
Ceylon Coconut
Board by
Vavasour Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
11-4-68
—Continued.

	M 94 CCB 94							
	B 02023	—	02035	—	13	M 63 CCB 63		
						B 06174	—	06201 — 28
	M 93 CCB 93					B 06218	—	06268 — 51
	A 83174	—	83226	—	53			
						M 130 CCB 130		
	M 93 CCB 93					A 65361	—	65418 — 58
	A 83382	—	83421	—	40			
10						M 103 CCB 103		
	M 79 CCB 79					B 08322	—	08391 — 70
	A 61394	—	61423	—	30	B 08434	—	08444 — 11
	M 134 CCB 134					M 66 CCB 66		
	A 35402	—	35435	—	34	C 44443	—	44504 — 62
	M 66 CCB 66					M 134 CCB 134		
	C 44311	—	44371	—	61	A 36279	—	36284 — 6
	M 79 CCB 79					M 80 CCB 80		
	A 61084	—	61130	—	47	A 75189	—	75230 — 42
	A 61225	—	61277	—	53			
20						M 111 CCB 111		
	M 76 CCB 76					A 54294	—	54295 — 2
	B 86058	—	86125	—	68			
	B 86804	—	86892	—	89	M 70 CCB 70		
						A 72110	—	72220 — 111
						M 79 CCB 79		
						A 61424	—	61493 — 70
						M 98 CCB 98		
						B 08193	—	— 1
								<u>1000</u> Bags

R 82
Application to
Ceylon Coconut
Board by
Vavas seur Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
11-4-68

R 82

Application to Ceylon Coconut Board by Vavas seur Trading Co., Ltd.,
for Desiccated Coconut Export Licence

APPLICATION FORM

CEYLON COCONUT BOARD

Application for Desiccated Coconut Export Licence

1. Name of applicant and/or of shipper & registration No :— Vavas seur Trading Co., Ltd.
S. 19

2. Quantity & grade to be exported :—

<u>CASES</u>	<u>LBS.</u>	10
.....Cases (Fine)	@.....lbs.	=
.....Cases (Medium)	@.....lbs.	=
.....Cases (Fancy)	@.....lbs.	=
<u>BAGS</u>	<u>LBS.</u>	
.....Bags (Fine)	@.....lbs.	=
.....399.....Bags (Medium)	@.....100... lbs.	= 39,900 lbs.
.....Bags (Fancy)	@.....lbs.	=
Total		39,900 lbs.

3. Name of ship & date of sailing :— " JEPPESEN MAERSK " due 15/4/68

4. (a) Port of Discharge :— HALIFAX 20

(b) Final Destination :— CANADA

5. Name of Mill/Mills where manufactured & Registration numbers :— Mill Nos. as per reverse

6. Serial Numbers of the packages :—

7. Sampling & Licensing fees @ -/15 cts. per cwt. or part thereof :—

8. Any other information.

I/We hereby declare that the.....cases used for packing.....
lbs. of Desiccated Coconut in respect of which an Export Licence is applied for, are all locally
made new wooden chests. 30

I/We hereby declare that the statements contained herein are true and accurate.

Vavas seur Trading Co., Ltd.

Date : 11/4/68

(Sgd.) Illegibly
Signature.

	M 132 CCB 132			
	B 42755 —	42777 —	23	
	42783 —	42809 —	27	
	M 141 CCB 141			
	A 67725 —	67763 —	89	
	M 94 CCB 94			
	G 02828 —	02858 —	81	
	M 68 CCB 68			
	B 00858 —	00900 —	48	
10	M 108 CCB 108			
	A 67745 —	67794 —	48	
	M 93 CCB 93			
	A 83963 —	83986 —	24	
	M 63 CCB 63			
	B 05939 —	05950 —	12	
	M 111 CCB 111			
	A 54840 —	54864 —	25	
	M 118 CCB 118			
	A 61659 —	61785 —	77	
20	M 117 CCB 117			
	A 53603 —	53617 —	15	
	M 63 CCB 63			
	B 05951 —	05972 —	22	
	B 06828 —	06840 —	18	

R 82
Application to
Ceylon Coconut
Board by
Vavasour Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
11-4-68
—Continued.

899 Bags

192

R 29

R 29
Cable sent by
RON to
VAVABUX
COLOMBO--
12-4-68.

Cable sent by RON to VAVABUX COLOMBO

12-4-1968

NNNN
ZCZC AS 1247 TX 21988/28206
LONDONEB 15 11 1704

VAVABUX COLOMBO.

08 ATTENTION NUJ DCN LEDAMAERSK 5000 BAGS PASSED U. S.
HEALTH HAPPY EASTER.
RON

10

R 103
Cable sent to
" VAVABUX
COLOMBO "
by " COWING "
15-4-68.

R 103

Cable sent to " VAVABUX COLOMBO "
by " COWING "

NNNN
ZCZC AS 657 SML 198
LONDONLF 43 17 1800

VAVABUX COLOMBO

11 DCN IMPERATIVE YOU CABLE SHIPPING PROGRAMME ²⁰
OUTSTANDING NEWYORK COMMITMENTS STOP YOU ARE
ALREADY SERIOUSLY BEHIND WITH MARCH SALES AND
ANTICIPATE SEVERE PROBLEMS IF SHIPMENTS NOT EXPEDI-
TED PARTICULARLY AS THERE IS IMPROVEMENT IN PHIL
SUPPLY POSITION STOP TREAT
AS URGENT
COWING

COL 11

Desiccated Coconut General Export Licence issued to Vavasseur Trading Co., Ltd. to export 295,500 lbs.

R 87 Desiccated Coconut General Export Licence issued to Vavasseur Trading Co., Ltd., to Export 295,500 lbs.— 16-4-68.

Valid for fourteen days from the date of issue නිකුත් කළ දින සිට දින 14 ක් දක්වා වලංගුයි.

1935 අංක 13 දරණ පොල් ද්‍රව්‍ය ආඥා පනත

THE COCONUT PRODUCTS ORDINANCE No. 13 of 1935

අංක No. K 36930

කපාපු පොල් සඳහා සාමාන්‍ය අපනයන බලපත්‍රය DESICCATED COCONUT GENERAL EXPORT LICENCE

කොළඹ, සීමාසහිත වැවසියර් ට්‍රේඩිං සාමාන්‍ය

10 පහත දැක්වෙන පරිදි කපාපු පොල් රාත්තල් (වචන වලින්) දෙලක්ෂ අනූපන් දහස් පන් සියයක් පමණක් අපනයනය කිරීමට මෙයින් බලය පැවරේ.

නැවෙනි නව භාණ්ඩ යැවෙන සාධනය හැලිෆැක්ස්

NOT TRANSFERABLE/NOT NEGOTIABLE අත්සතු කිරීම හෝ මාරු කිරීම තහනම්

Mr./Messrs. is/are hereby permitted to export

per S. S. JEPPESEN MAERSK to HALIFAX

lbs. (in words) pound

of DESICCATED COCONUT as specified hereunder:-

Table with 4 columns: Quantity, Description, Unit, and Weight. Includes rows for 'cases of රා (බැගින්) lbs. each (nett)', 'cases of රා (බැගින්) lbs.', 'paper bags of රා...100... (බැගින්) lbs.', and 'paper bags of රා...100... (බැගින්) lbs.' with a total of 295,500 lbs.

නිකුත් කළ දිනය : Date of issue 1968-4-16.

(Sgd.) (Illegibly) ලංකා පොල් මණ්ඩලයේ කළමනාකරු. Manager, Ceylon Coconut Board.

(Reverse of the Form)

The following is the English translation of the Sinhala version appearing in the first four commencing lines of this document overleaf :-

' Messrs. Vavasseur Trading Co. Ltd., of Colombo are hereby permitted to export per s.s. to Halifax lbs.

40 (in words) Two Hundred and Ninety Five Thousand Five Hundred pounds of desiccated coconut as specified hereunder :-

(Sgd.) K. P. G. D. Gunasekara, Sworn Translator.

R 88
Desiccated Coconut
General Export
Licence issued to
Vavasseur Trading
Co., Ltd., to Export
14,100 lbs.—
16-4-68.

R 88
**Desiccated Coconut General Export Licence issued to
Vavasseur Trading Co., Ltd. to export 14,100 lbs.**

Valid for fourteen days from the date of issue නිකුත් කළ දින සිට දින 14 ක් දක්වා වලංගුයි.

1935 අංක 13 දරණ පොල් ද්‍රව්‍ය ආඥා පණත

THE COCONUT PRODUCTS ORDINANCE No. 13 of 1935

අංක No. K 36925

**කපාපු පොල් සිඳුහා සාමාන්‍ය අපණයන බලපත්‍රය
DESICCATED COCONUT GENERAL EXPORT LICENCE**

කොළඹ, සීමාසහිත වැවසියර් ට්‍රේඩිං සමාගමට 10

පහත දැක්වෙන පරිදි කපාපු පොල් රාත්තල්.....(වචන වලින්) දහ හතර දහස් එක් සියයක් පමණක්.....අපණයනය කිරීමට මෙයින් බලය පැවරේ.
නැව්වහි නම.....භාණ්ඩ යැවෙන ස්ථානය..... හැලිෆැක්ස්.....

NOT TRANSFERABLE/NOT NEGOTIABLE අත්පත් කිරීම හෝ මාරු කිරීම තහනම්

Mr./Messrs.

of.....is/are hereby permitted to export

per S. S.....JEPPESEN MAERSK.....to.....

.....lbs. (in words).....

..... pound

of DESICCATED COCONUT as specified hereunder:- 20

රාත්තල් lbs.

පෙට්ටි.....cases of රා.....(බැගින්) lbs. each (nett) =.....

(සියුම්) (Fine)

පෙට්ටි.....cases of රා.....(බැගින්) lbs. ,, =.....

(මධ්‍යම/විසිතුරු) (Medium/Fancy)

මුළු.....141.....paper bags of රා.....100.....(බැගින්) lbs. ,, =.....14,100.....

(සියුම්) (Fine)

මුළු.....paper bags of රා.....(බැගින්) lbs. ,, =.....

(මධ්‍යම/විසිතුරු) (Medium/Fancy)

..... ,, =..... 30

..... ,, =.....

..... ,, =.....

141

14,100

නිකුත් කළ දිනය :
Date of issue 1968-4-16.

(Sgd.) (Illegibly)
ලංකා පොල් මණ්ඩලයේ කළමනාකරු.
Manager, Ceylon Coconut Board.

(Reverse of the Form)

The following is the English translation of the Sinhala version appearing in the first four commencing lines of this document overleaf :-

' Messrs. Vavasseur Trading Co. Ltd., of Colombo are hereby permitted to export per s.s.....
.....to Halifax.....lbs.
(in words) Fourteen Thousand One Hundred pounds of desiccated coconut as specified hereunder :— '

(Sgd.) K. P. G. D. Gunasekare,
Sworn Translator.

R 92

Application under Section 58 of the Customs Ordinance
in respect of 500 bags of Desiccated Coconut

R 92
Application under
Section 58 of the
Customs Ordinance
in respect of 500
bags of Desiccated
Coconut—
16-4-68.

THE PRINCIPAL COLLECTOR OF CUSTOMS,
COLOMBO.

VAVASSEUR TRADING CO., LTD.,
Telephone : 4381
51—53, Queen Street,
COLOMBO.

Sir,

We intend to Ship the undermentioned cargo per S.S. JEPPESEN MAERSK for
10 HALIFAX. The duty and dues on this cargo will be secured by means of Current Account.

Marks	No. of Packages	Description of Goods	Weight	Rate of Duty	Duty & Dues
R V A FINE	—	100 Bags Desiccated Coconut		10,000 lbs.	
R V B FINE	—	100 Bags Desiccated Coconut		10,000 lbs.	
R V C FINE	—	100 Bags Desiccated Coconut		10,000 lbs.	
R V D FINE	—	100 Bags Desiccated Coconut		10,000 lbs.	
20 R V E FINE	—	100 Bags Desiccated Coconut		10,000 lbs.	
		<u>500</u>		<u>50,000</u>	
		Duty @ Rs. 618/76		Rs. 13,811.60	
		M.A. Cess @ Rs. 5/-		„ 111.61	
		Cesses @ Rs. 7/70		„ 171.89	
				<u>Rs. 14,095.10</u>	
		Dues @ -/12 cts.		„ 60.00	
				<u>Rs. 14,155.10</u>	

30 F.O.B. VALUE Rs. 47,955/-

We, VAVASSEUR TRADING CO., LTD., hereby declare that the above goods are being exported to fulfilment of the Contract registered under No. 17907 of April and claim that the rate of duty applicable is Rs. 618/76 per Ton.

VAVASSEUR TRADING CO., LTD.

(Sgd.) Illegibly.
Signature of Shipper.

Date,

R 92
Application under
Section 58 of the
Customs Ordinance
in respect of 500
bags of Desiccated
Coconut—
16-4-68
—Continued.

FOR CUSTOMS USE ONLY

H. M. CUSTOMS
COLOMBO.

No. 17907

Contract Registered

Valid Up to 30-4-68

Duty Payable at Rs. 618/76 Per Ton

50,000 LBS.

(Sgd.) Illegibly.
Registering Officer.

Date, 16-4-68

L. C.	Duty and Dues Checked	Serial No.	10
		(Sgd.) Illegibly. 16/4. Security Officer.	
C. E. O.	Duty and Dues Secured as per Folio No.	(Sgd.) Illegibly 16/4. Ledger Clerk	
Date,.....			

R 93

20

R 93
Application under
Section 58 of the
Customs Ordinance
in respect of 155
bags of Desiccated
Coconut—
16-4-68

Application under Section 58 of the Customs Ordinance
in respect of 155 bags of Desiccated CoconutTHE PRINCIPAL COLLECTOR OF CUSTOMS,
COLOMBO.VAVASSEUR TRADING CO., LTD.,
Telephone : 4381
51—53, Queen Street,
COLOMBO.

Sir,

We intend to Ship the undermentioned cargo per S.S. JEPPESEN MAERSK for HALIFAX. The duty and dues on this cargo will be secured by means of Current Account.

Marks	No. of Packages	Description of Goods	Weight	Rate of Duty	Duty & Dues	30
P E P MEDIUM	—	55 Bags Desiccated Coconut		5,500 lbs.		
P J J MEDIUM	—	100 Bags of Desiccated Coconut		10,000 lbs.		
	<u>155</u>			<u>15,500</u>		
		Duty @ Rs. 626/85		Rs. 4,337.61		
		M.A. Cess @ Rs. 5/-		„ 34.59		
		Cesses @ 7/70		„ 53.28		
				Rs. 4,425.48		
		Dues @ -/12 cts.		„ 18.60		40
				Rs. <u>4,444.08</u>		

F. O. B. VALUE Rs. 15,035/-

We, VAVASSEUR TRADING CO., LTD., hereby declare that the above goods are being exported to fulfilment of the Contract registered under No. 18118 of July and claim that the rate of duty applicable is Rs. 626·85 per Ton.

R 93
Application under
Section 58 of the
Customs Ordinance
in respect of 155
bags of Desiccated
Coconut—
16-4-68
—Continued.

B. L. passed

16/4/68

VAVASSEUR TRADING CO., LTD.

(Sgd.) Illegibly.
16/4
Signature of Shipper.

Date, 16-4-68

10 FOR CUSTOMS USE ONLY

H. M. CUSTOMS
COLOMBO

No. 18118

Contract Registered

Valid Up to 30-1-68

Duty Payable at Rs. 626/85 Per Ton

15,500 LBS.

Date, 16-4-68

(Sgd.) Illegibly.
Registering Officer.

20 L. C.

Serial No.

Duty and Dues Checked

(Sgd.) Illegibly.
16/4.
Security Officer.

C. E. O.

Duty and Dues Secured as per Folio No.

Date,.....

(Sgd.) Illegibly
16/4,
Ledger Clerk.

R 94
Application under
Section 58 of the
Customs Ordinance
in respect of 2,000
bags of Desiccated
Coconut—
16-4-68

R 94

Application under Section 58 of the Customs Ordinance
in respect of 2,000 bags of Desiccated Coconut

THE PRINCIPAL COLLECTOR OF CUSTOMS,
COLOMBO.

VAVASSEUR TRADING CO., LTD.,
Telephone : 4381
51—53, Queen Street,
COLOMBO

Sir,

We intend to Ship the undermentioned cargo per S.S. JEPPESEN MAERSK for HALIFAX. The duty and dues on this cargo will be secured by means of Current Account. 10

Marks	No. of Packages	Description of Goods	Weight	Rate of Duty	Duty & Dues
Vide O'leaf	2,000 Bags @ Rs. 634.44	Desiccated Coconut		200,000 lbs.	
		Duty @ Rs. 634.94		Rs. 56,691.07	
		M. A. Cess @ Rs. 5/-		„ 446.43	
		Cesses @ Rs 7/70		„ 687.50	
				Rs. 57,825.00	
		Dues @ -/12 cts.		„ 240.00	
				Rs. 58,065.00	20
F. O. B. VALUE Rs. 191,820/-					

We, VAVASSEUR TRADING CO., LTD., hereby declare that the above goods are being exported to fulfilment of the Contract registered under No. 18247 of July and claim that the rate of duty applicable is 634/94 per Ton.

(B. L. passed (Intld.)
16/4/68.)

VAVASSEUR TRADING CO., LTD.
(Sgd.) Illegibly.
16/4.

Date,

Signature of Shipper.

30

FOR CUSTOMS USE ONLY

H. M. CUSTOMS
COLOMBO

No. 18247

Contract Registered
Valid Up to 31-7-68

Duty Payable at Rs. 634/94 per Ton

200,000 LBS.

(Sgd.) Illegibly.
16/4.

Date, 16-4-68

Registering Officer.

40

L. C.

Duty and Dues Checked

Serial No.

(Sgd.) Illegibly.
16/4
Security Officer.

C. E. O.

Duty and Dues Secured as per Folio No.

(Sgd.) Illegibly.
16/4.

Date,

Ledger Clerk.

50

	A A P MEDIUM	— 100 Bags	K K P MEDIUM	— 100 „
	B B P MEDIUM	— 100 „	L L P MEDIUM	— 100 „
	C C P MEDIUM	— 100 „	M M P MEDIUM	— 100 „
	D D P MEDIUM	— 100 „	N N P MEDIUM	— 100 „
10	E E P MEDIUM	— 100 „	O O P MEDIUM	— 100 „
	F F P MEDIUM	— 100 „	P P P MEDIUM	— 100 „
	G G P MEDIUM	— 100 „	Q Q P MEDIUM	— 100 „
	H H P MEDIUM	— 100 „	R R P MEDIUM	— 100 „
	I I P MEDIUM	— 100 „	S S P MEDIUM	— 100 „
20	J J P MEDIUM	— 100 „	T T P MEDIUM	— 100 „
				2000 Bags

R 94
Application under
Section 58 of the
Customs Ordinance
in respect of 2,000
bags of Desiccated
Coconut—
16-4-68
—Continued.

R 97

Application under Section 58 of the Customs Ordinance
in respect of 300 bags of Desiccated Coconut

THE PRINCIPAL COLLECTOR OF CUSTOMS,
COLOMBO.

VAVASSEUR TRADING CO., LTD.,
Telephone : 4381
51—53, Queen Street,
COLOMBO.

R 97
Application under
Section 58 of the
Customs Ordinance
in respect of 300
bags of Desiccated
Coconut—
16-4-68.

30 Sir,

We intend to Ship the undermentioned cargo per S.S. JEPPESEN MAERSK for HALIFAX. The duty and dues on this cargo will be secured by means of Current Account.

Marks	No. of Packages	Description of Goods	Weight	Rate of Duty	Duty & Dues
R V R FINE	—	100 Bags Desiccated Coconut		10,000 lbs.	
R V S FINE	—	100 Bags	— do —	10,000 lbs.	
R V T FINE	—	100 Bags	— do —	10,000 lbs.	
40					
	<u>300</u>			<u>30,000</u>	
		Duty @ Rs. 651/12		Rs. 8,720·37	
		M. A. Cess @ Rs. 5/-		Rs. 66·96	
		Cesses @ Rs. 7/70		Rs. 103·14	
				Rs. 8,890·47	
		H. Dues @ -/12 cts.		Rs. 36·00	
				Rs. 8,926·47	
				<u>Rs. 8,926·47</u>	
					F. O. B. VALUE Rs. 29,100/-

R 97
Application under
Section 58 of the
Customs Ordinance
in respect of 300
bags of Desiccated
Coconut—
16-4-68
—Continued.

We, VAVASSEUR TRADING CO., LTD., hereby declare that the above goods are being exported to fulfilment of the Contract registered under No. 18569 of July and claim that the rate of duty applicable is Rs. 651/12 Per Ton.

(B. L. passed (Intld.)
16/4/68)

VAVASSEUR TRADING CO., LTD.

(Sgd.) Illegibly.
16/4
Signature of Shipper.

Date, 16-4-68

10

FOR CUSTOMS USE ONLY

H. M. CUSTOMS
COLOMBO

No. 18569 —

Contract Registered

Valid Up to 30-7-68

Duty Payable at Rs. 651.12 Per Ton

30,000 LBS.

Date, 16-4-68

(Sgd.) Illegibly
Registering Officer.

20

L. C.

Serial No.

Duty and Dues Checked

(Sgd.) Illegibly
16/4
Security Officer.

C. E. O.

Duty and Dues Secured as per Folio No.

Date,.....

(Sgd.) Illegibly
16/4.
Ledger Clerk.

30

R 100

**Application for an Exchange Control Permit
to Export 454,000 lbs. of Desiccated Coconut**

R 100
Application for an
Exchange Control
Permit to Export
454,000 lbs. of
Desiccated
Coconut—
16-4-68.

Exchange Control 7
Form H 2

(H 2* S. & E.) 1/64

Serial No. N/68/UK/246
To be inserted by authorised dealer

To be submitted to exporter's bank with Form CD 2; or to the Controller of Exchange in
10 terms of special arrangements made with the Controller if documents are not to be passed
through medium of a bank. After approval to be submitted to the Customs at time of
shipment.

If transhipment at a sterling area (Scheduled Territories) port is necessary, approved
DUPLICATE COPY should be attached to Captain's Copy of Bill of Lading.

CEYLON

EXCHANGE CONTROL ACT, No. 24 OF 1958

**EXPORT TO COUNTRIES IN THE NON-STERLING AREA (NON-SCHEDULED
TERRITORIES) OF GOODS CONSIGNED TO THE ORDER OF A PERSON IN
THE STERLING AREA (SCHEDULED TERRITORIES) OUTSIDE CEYLON**

20 (N.B.— Please read Notes on reverse of this form.) (See page 68 of the
PARTICULARS Record of Proceedings)

1. Name and address of exporter	Vavasour Trading Co. Ltd., P.O. Box 163, Colombo.
2. Name and address of sterling area (Scheduled Territories) buyer	M/s. J. H. Vavasour & Co. Ltd., 15/16, America Square, London E.C. 3
3. Name and address of non-sterling area (Non-Scheduled Territories) consignee	
4. Country of destination of goods	Canada
30 5. Description of goods	Desiccated Coconut
Quantity	454,000 lbs.
Full invoice value of the goods (state whether c.i.f., c. & f. or f.o.b.)	Rs. 440,380/- F.O.B.

R 100
 Application for an
 Exchange Control
 Permit to Export
 454,000 lbs. of
 Desiccated
 Coconut—
 16-4-68
 —Continued.

To THE CONTROLLER OF EXCHANGE, DEPARTMENT OF EXCHANGE CONTROL,
 CENTRAL BANK OF CEYLON, COLOMBO.

I/We the undersigned request that I/we may be granted a permit to export goods in accordance with the details given above. I/We attach a declaration and undertaking on Form CD 2 as to the manner in which payment for the goods is to be/has been recovered.

*I/We have obtained permit No.....from the Controller of Exports.

VAVASSEUR TRADING CO. LTD.

(Sgd.)

Date : 16/4/68

Signature.

Permission granted under the Exchange Control Act, No. 24 of 1953, on behalf of the 10
 Controller of Exchange, Central Bank of Ceylon, Colombo, for export of the goods detailed
 above, subject to the condition that you comply with the undertakings subscribed to by you
 in the declaration on page 2 of the Form CD 2 furnished by you in respect of the goods, within
 the period specified.

(BILL OF LADING PASSED.

Intld. Illegible
 Date: 18/4 Customs Officer) 17, APR, 1968

NATIONAL AND GRINDLAYS BANK LTD.

(Sgd.) N. K. HULANGAMUWA
 pro. Manager

VALID FOR ONE MONTH FROM DATE OF ISSUE

(This need not be completed before issue of above
 licence, but MUST be completed by exporter
 before shipment.)

PARTICULARS OF SHIPMENT
 AS THEY APPEAR IN BILL OF LADING

- 6. Name of Exporting Vessel : JEPPESEN
 MAERSK
- 7. Port of final discharge : HALIFAX
- 8. Port of transhipment (if any).....
- 9. Marks and Numbers
 of Packages : see overleaf
- 10. Quantity Exported : 314,100 lbs.

(To be completed by the
 Customs/Postal Authorities) 20

To : THE CONTROLLER OF EXCHANGE,
 DEPARTMENT OF EXCHANGE CONTROL,
 CENTRAL BANK OF CEYLON, COLOMBO.

Quantity Exported : 113,440 lbs.
 (by unit shown in cage 5)

Date of Export : 22/4

Permit returned. Particulars shown by ship-
 per correspond with those appearing on the
 Bill of Lading.

(Seal H. M. CUSTOMS - COLOMBO 30
 (Intld.) Illegible 29/4)

Customs/Postal Stamp and initials of
 Checking Officer.

Date :

*To be furnished where the goods are subject to Export Licence from the Controller of Exports.

R 85
Desiccated Coconut
General Export
Licence issued to
Vavasseur Trading
Co., Ltd., to Export
100,000 lbs.—
17-4-68

R 85

**Desiccated Coconut General Export Licence issued to
Vavasseur Trading Co., Ltd. to export 100,000 lbs.**

Valid for fourteen days from the date of issue නිකුත් කළ දින සිට දින 14 ක් දක්වා වලංගුයි

1935 අංක 13 දරණ පොල් ද්‍රව්‍ය ආඥා පනත

THE COCONUT PRODUCTS ORDINANCE No. 13 of 1935

අංක No. K 36943

**කපාපු පොල් සිඳුහා සාමාන්‍ය අපනයන බලපත්‍රය
DESICCATED COCONUT GENERAL EXPORT LICENCE**

.....කොළඹ, සීමාසහිත වැව්සියර් ට්‍රේඩිං.....සමාගමට 10

පහත දැක්වෙන පරිදි කපාපු පොල් රාත්තල්..... (වචන වළින්) එක් ලක්ෂයක් පමණක්

..... අපනයනය කිරීමට මෙයින් බලය පැවරේ.

නැවෙන නම..... හාණ්ඩ යැවෙන ස්ථානය..... හැරීපැත්ස්.....

NOT TRANSFERABLE/NOT NEGOTIABLE අන්යකු කිරීම හෝ මාරු කිරීම තහනම

Mr./Messrs.....

of.....is/are hereby permitted to export

per S. S. JEPPESEN MAERSK to.....

..... lbs. (in words).....

..... pound

of DESICCATED COCONUT as specified hereunder :- 20

පෙට්ටි..... cases of රා..... (බැගින්) lbs. each (nett) =.....
(සියුම්) (Fine)

පෙට්ටි..... cases of රා..... (බැගින්) lbs. ,, =.....
(මධ්‍යම/විසිතුරු) (Medium/Fancy)

මලු..... 1000..... paper bags of රා..... 100..... (බැගින්) lbs. ,, =..... 100,000.....
(සියුම්) (Fine)

මලු..... paper bags of රා..... (බැගින්) lbs. ,, =.....
(මධ්‍යම/විසිතුරු) (Medium/Fancy)

..... ,, =..... 30

..... ,, =.....

..... ,, =.....

..... ,, =.....

..... ,, =.....

..... ,, =.....

1000 100,000

නිකුත් කළ දිනය :
Date of issue : 1968-4-17.

(Sgd.) (Illegibly)
ලංකා පොල් මණ්ඩලයේ කළමනාකරු.
Manager, Ceylon Coconut Board.

(Reverse of the Form)

The following is the English translation of the Sinhala version appearing in the first four commencing lines of this document overleaf :-

'Messrs. Vavasseur Trading Co. Ltd., of Colombo are hereby permitted to export per s.s.....
.....to Halifax..... lbs.

(in words) One Hundred Thousand pounds of desiccated coconut as specified hereunder :-'

(Sgd.) K. P. G. D. Gunasekare,
Sworn Translator.

R 89

Desiccated Coconut General Export Licence issued to Vavasseur Trading Co., Ltd. to export 100,000 lbs.

R 89 Desiccated Coconut General Export Licence issued to Vavasseur Trading Co., Ltd., to Export 100,000 lbs.— 17-4-68

Valid for fourteen days from the date of issue නිකුත් කළ දින සිට දින 14 ක් දක්වා වලංගුයි

1935 අංක 13 දරණ පොල් ඉව්‍ය ආඥා පනත

THE COCONUT PRODUCTS ORDINANCE No. 13 of 1935

අංක No. K 36941

කපාපු පොල් සිඳුහා සාමාන්‍ය අපනයන බලපත්‍රය
DESICCATED COCONUT GENERAL EXPORT LICENCE

10 කොළඹ, සීමාසහිත වැවසියර් ට්‍රේඩිං සමාගමට
පහත දැක්වෙන පරිදි කපාපු පොල් රාත්තල් (වචන වලින්) එක් ලක්ෂයක් පමණක්
අපනයනය කිරීමට මෙයින් බලය පැවරේ.
නැවෙහි නම භාණ්ඩ යැවෙන ස්ථානය හැඳින්වෙයි
NOT TRANSFERABLE/NOT NEGOTIABLE අත්සතු කිරීම හෝ මාරු කිරීම තහනම්
Mr./Messrs.
of is/are hereby permitted to export
per S. S. JEPPESEN MAERSK to
lbs. (in words)
pound

Table with 2 columns: Description of coconut products and weight in lbs. Rows include cases of fine, medium/fancy, and paper bags of 1000 lbs.

නිකුත් කළ දිනය :
Date of issue 1968-4-17.

(Sgd.) (Illegibly)
ලංකා පොල් මණ්ඩලයේ කළමනාකරු.
Manager, Ceylon Coconut Board.

(Reverse of the Form)

The following is the English translation of the Sinhala version appearing in the first four commencing lines of this document overleaf :-

40 'Messrs. Vavasseur Trading Co. Ltd., of Colombo are hereby
permitted to export per s.s.
to Halifax lbs.
(in words) One Hundred Thousand pounds of desiccated coconut as
specified hereunder :-'

(Sgd.) K. P. G. D. Gunasekare,
Sworn Translator.

R 90
Desiccated Coconut
General Export
Licence issued to
Vavasseur Trading
Co., Ltd., to Export
100,000 lbs.—
17-4-68

R 90

**Desiccated Coconut General Export Licence issued to
Vavasseur Trading Co., Ltd. to export 100,000 lbs.**

Valid for fourteen days from the date of issue නිකුත් කළ දින සිට දින 14 ක් දක්වා වලංගුයි

1935 අංක 13 දරණ පොල් ද්‍රව්‍ය ආඥා පනත

THE COCONUT PRODUCTS ORDINANCE No. 13 of 1935

අංක No. K 36942

**කපාපු පොල් සිඳිනා සාමාන්‍ය අපනයන බලපත්‍රය
DESICCATED COCONUT GENERAL EXPORT LICENCE**

..... කොළඹ, සීමාසහිත වැවසියර් ට්‍රේඩිං.....සමාගමට 10

පහත දැක්වෙන පරිදි කපාපු පොල් රාන්තල්..... (වචන වලින්) එක් ලක්ෂයක් පමණක්

.....අපනයනය කිරීමට මෙයින් බලය පැවරේ.

නැවෙහි නම..... භාණ්ඩ යැවෙන ස්ථානය..... හැඳින්වෙන්නේ.....

NOT TRANSFERABLE/NOT NEGOTIABLE අත්සතු කිරීම හෝ මාරු කිරීම තහනම්

Mr./Messrs.....

of..... is/are hereby permitted to export

per S. S..... JEPPESEN MAERSK..... to.....

..... lbs. (in words).....

..... pound

of DESICCATED COCONUT as specified hereunder:- 20

පෙට්ටි..... cases of රා..... (බැගින්) lbs. each (nett) =..... රාන්තල් lbs.

(සියුම්) (Fine)

පෙට්ටි..... cases of රා..... (බැගින්) lbs. ,, =.....

(මධ්‍යම/විසිතුරු) (Medium/Fancy)

මුදු..... 1000..... paper bags of රා..... 100..... (බැගින්) lbs. ,, =..... 100,000

(සියුම්) (Fine)

මුදු..... paper bags of රා..... (බැගින්) lbs. ,, =.....

(මධ්‍යම/විසිතුරු) (Medium/Fancy)

..... ,, =..... 30

..... ,, =.....

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නිකුත් කළ දිනය :
Date of issue 1968-4-17.

(Sgd.) (Illegibly)
ලංකා පොල් මණ්ඩලයේ කළමනාකරු.
Manager, Ceylon Coconut Board.

(Reverse of the Form)

The following is the English translation of the Sinhala version appearing in the first four commencing lines of this document overleaf :-

‘ Messrs. Vavasseur Trading Co. Ltd., of Colombo are hereby permitted to export per s.s..... 40

..... to Halifax..... lbs.

(in words) One Hundred Thousand pounds of desiccated coconut as specified hereunder :— ’

(Sgd.) K. P. G. D. Gunasekare,
Sworn Translator.

R 95

Application under Section 58 of the Customs Ordinance
in respect of 1399 bags of Desiccated Coconut

R 95
Application under
Section 58 of the
Customs Ordinance
in respect of 1399
bags of Desiccated
Coconut—
17-4-68

THE PRINCIPAL COLLECTOR OF CUSTOMS,
COLOMBO.

VAVASSEUR TRADING CO., LTD.,
Telephone : 4381
51—53, Queen Street,
COLOMBO.

Sir,

We intend to Ship the undermentioned cargo per S.S. JEPPESEN MAERSK for
10 HALIFAX. The duty and dues on this cargo will be secured by means of Current Account.

Marks	No. of Packages	Description of Goods	Weight	Rate of Duty	Duty & Dues
<i>Vide</i> O' leaf	1399 bags	Desiccated Coconut @ Rs. 634/94	—	139,900 lbs.	
		Duty @ Rs. 634/94		Rs. 39,655.40	
		M. A. Cess @ Rs. 5/-		Rs. 312.28	
		Cesses @ Rs. 7/70		Rs. 480.90	
				<u>Rs. 40,448.58</u>	
		H. Dues @ -/12 cts.		Rs. 167.88	
				<u>Rs. 40,616.46</u>	

20

F. O. B. VALUE Rs. 135,703/-

We, VAVASSEUR TRADING CO., LTD., hereby declare that the above goods are being
exported to fulfilment of the Contract registered under No. 18253 of February and claim that
the rate of duty applicable is Rs. 634/94 per Ton.

VAVASSEUR TRADING CO., LTD.,

(Sgd.) (Illegibly)
16/4.

Signature of Shipper.

Date.....

80 FOR CUSTOMS USE ONLY

H. M. CUSTOMS
COLOMBO

Contract Registered

No. 18253

Valid Up to 31-7-68

Duty Payable at Rs. 634/94 per Ton.

139,900 LBS.

Date, 17-4-68

(Sgd.) Illegibly
Registering Officer.

R 95
Application under
Section 58 of the
Customs Ordinance
in respect of 1899
bags of Desiccated
Coconut—
17-4-68
—Continued.

L. C.

Duty and Dues Checked

Serial No.

(Sgd.) Illegibly,
Security Officer.

C. E. O.

Duty and Dues Secured as per Folio No.

(Sgd.) Illegibly.

Date.....

Ledger Clerk. 10

(Reverse of the form)

MARKS & NO. OF PKGS.

H A A — 100 Bags
MEDIUM

H B B — 100 „
MEDIUM

H C C — 100 „
MEDIUM

H D D — 100 „
MEDIUM

20

H E E — 100 „
MEDIUM

H F F — 100 „
MEDIUM

H G G — 100 „
MEDIUM

H H H — 100 „
MEDIUM

H I I — 100 „
MEDIUM

30

H J J — 100 „
MEDIUM

H K K — 100 „
MEDIUM

H L L — 100 „
MEDIUM

H M M — 100 „
MEDIUM

H N N — 99 „
MEDIUM

40

1899 bags

R 96

**Application under Section 58 of the Customs Ordinance
in respect of 3141 bags of Desiccated Coconut**

R 96
Application under
Section 58 of the
Customs Ordinance
in respect of 3141
bags of Desiccated
Coconut—
17-4-68.

THE PRINCIPAL COLLECTOR OF CUSTOMS,
COLOMBO.

VAVASSEUR TRADING CO., LTD.,
Telephone : 4881
51—53, Queen Street,
COLOMBO.

Sir,

We intend to Ship the undermentioned cargo per S.S. JEPPESEN MAERSK for
10 HALIFAX. The duty and dues on this cargo will be secured by means of Current Account.

Marks	No. of Packages	Description of Goods	Weight	Rate of Duty	Duty & Dues
Vide O'leaf	3141 Bags @ Rs. 651/22	Desiccated Coconut	—	314,100 lbs.	
		Duty @ Rs. 651/22		Rs. 91,302.14	
		M. A. Cess @ Rs. 5/-		Rs. 701.12	
		Cesses @ Rs. 7/70		Rs. 1,079.72	
				Rs. 93,082.98	
		H. Dues @ -/12 cts.		Rs. 376.92	
				Rs. 93,459.90	
				<u>Rs. 93,459.90</u>	
					F. O. B. VALUE Rs. 304,677/-

We, VAVASSEUR TRADING CO., LTD., hereby declare that the above goods are being
exported to fulfilment of the Contract registered under No. 18572 of March and claim that
the rate of duty applicable is Rs. 651/12 per Ton.

VAVASSEUR TRADING CO., LTD.,
(Sgd.) Illegibly
16/4,
Signature of Shipper

Date,

FOR CUSTOMS USE ONLY

30

H. M. CUSTOMS
COLOMBO.

No. 18572

Contract Registered

Valid Up to 30-6-68

Duty Payable at Rs. 651/12 per Ton.

314,100 LBS.

Date, 17-4-68

(Sgd.) Illegibly.
Registering Officer.

L. C.

Duty and Dues Checked

Serial No.

40

(Sgd.) Illegibly,
17/4.
Security Officer.

C. E. O.

Duty and Dues Secured as per Folio No.

(Sgd.) Illegibly,
17/4.
Ledger Clerk.

Date,

R 96
Application under
Section 58 of the
Customs Ordinance
in respect of 3141
bags of Desiccated
Coconut—
17-4-68
—Continued.

(Reverse of the Form)
MARKS & NO. OF PKGS.

A A V FINE	—	100	Bags	B/f	—	2000	Bags	
B B V FINE	—	100	„	U U V FINE	—	100	„	
C C V FINE	—	100	„	V V V FINE	—	100	„	
D D V FINE	—	100	„	W W V FINE	—	100	„	
E E V FINE	—	100	„	X X V FINE	—	100	„	10
F F V FINE	—	100	„	Y Y V FINE	—	100	„	
G G V FINE	—	100	„	Z Z V FINE	—	100	„	
H H V FINE	—	100	„	A B V FINE	—	100	„	
I I V FINE	—	100	„	A C V FINE	—	100	„	
J J V FINE	—	100	„	A D V FINE	—	100	„	20
K K V FINE	—	100	„	A E V FINE	—	100	„	
L L V FINE	—	100	„	A F V FINE	—	100	„	
M M V FINE	—	100	„	A G V FINE	—	41	„	
N N V FINE	—	100	„			<u>3141</u>	Bags	
O O V FINE	—	100	„					30
P P V FINE	—	100	„					
Q Q V FINE	—	100	„					
R R V FINE	—	100	„					
S S V FINE	—	100	„					40
T T V FINE	—	100	„					
		<u>2000</u>	Bags					

R 84

Desiccated Coconut General Export Licence issued to Vavasseur Trading Co., Ltd. to export 39,900 lbs.

R 84 Desiccated Coconut General Export Licence issued to Vavasseur Trading Co., Ltd., to Export 39,900 lbs.— 18-4-68.

Valid for fourteen days from the date of issue නිකුත් කළ දින සිට දින 14 ක් දක්වා වලංගුයි 1935 අංක 13 දරණ පොල් ද්‍රව්‍ය ආඥා පනත

THE COCONUT PRODUCTS ORDINANCE No. 13 of 1935

අංක No. K 36969

කපාපු පොල් සිඳුහා සාමාන්‍ය අපනයන බලපත්‍රය DESICCATED COCONUT GENERAL EXPORT LICENCE

10 කොළඹ, සීමාසහිත වැවසියර් ට්‍රේඩින්ග් සමාගමට පහත දැක්වෙන පරිදි කපාපු පොල් රාත්තල් (වචන වලින්) තිස්තව දහස් නවසියයක් පමණක් අපනයනය කිරීමට මෙයින් බලය පැවරේ. නැවෙහි නම භාණ්ඩ යැවෙන ස්ථානය හැලිෆැක්ස් NOT TRANSFERABLE/NOT NEGOTIABLE අත්පතු කිරීම හෝ මාරු කිරීම තහනම් Mr./Messrs. is/are hereby permitted to export per S. S. to lbs. (in words) pound

20 of DESICCATED COCONUT as specified hereunder:-

Table with 4 columns: Description, Quantity, Unit, and Weight. Rows include cases of fine, medium/fancy, and paper bags of fine and medium/fancy, totaling 399 cases and 39,900 lbs.

නිකුත් කළ දිනය : 1968-4-18. (Sgd.) (Illegibly) ලංකා පොල් මණ්ඩලයේ කළමනාකරු. Manager, Ceylon Coconut Board.

(Reverse of the Form)

The following is the English translation of the Sinhala version appearing in the first four commencing lines of this document overleaf :-

40 ' Messrs. Vavasseur Trading Co. Ltd., of Colombo are hereby permitted to export per s.s. to Halifax lbs. (in words) Thirty Nine Thousand Nine Hundred pounds of desiccated coconut as specified hereunder :-'

(Sgd.) K. P. G. D. Gunasekare, Sworn Translator,

R 101
Application for an
Exchange Control
Permit to Export
139,900 lbs. of
Desiccated
Coconut—
18-4-68.

R 101

**Application for an Exchange Control Permit
to Export 139,900 lbs. of Desiccated Coconut**

Exchange Control 7
Form H 2
(H 2* S. & E.) 1/64

Serial No. N/68/UK/247
To be inserted by authorised dealer

To be submitted to exporter's bank with Form CD 2 ; or to the Controller of Exchange in terms of special arrangements made with the Controller if documents are not to be passed through medium of a bank. After approval to be submitted to the Customs at time of shipment.

If transhipment at a sterling area (Scheduled Territories) port is necessary, approved DUPLICATE COPY should be attached to Captain's Copy of Bill of Lading.

CEYLON

EXCHANGE CONTROL ACT, No. 24 OF 1953

EXPORT TO COUNTRIES IN THE NON-STERLING AREA (NON-SCHEDULED TERRITORIES) OF GOODS CONSIGNED TO THE ORDER OF A PERSON IN THE STERLING AREA (SCHEDULED TERRITORIES) OUTSIDE CEYLON

(N.B.— Please read Notes on reverse of this form.) (See page 68 of the 20
PARTICULARS Record of Proceedings)

1. Name and address of exporter	Vavas seur Trading Co. Ltd., P. O. Box 163 Colombo.		
2. Name and address of sterling area (Scheduled Territories) buyer	M/s. J. H. Vavas seur & Co., Ltd., 15/16, America Square, London E.C. 3		
3. Name and address of non-sterling area (Non-Scheduled Territories) consignee			
4. Country of destination of goods	Canada		
5. Description of goods	Desiccated Coconut		
Quantity	139,900 lbs.	(1747 Intld. 20/4)	80
Full invoice value of the goods (state whether c.i.f., c. & f. or f.o.b.)	Rs. 135,703/- F.O.B.		

To THE CONTROLLER OF EXCHANGE, DEPARTMENT OF EXCHANGE CONTROL,
CENTRAL BANK OF CEYLON, COLOMBO.

R 101
Application for an
Exchange Control
Permit to Export
139,900 lbs. of
Desiccated
Coconut—
18-4-68
—Continued.

I/We the undersigned request that I/we may be granted a permit to export goods in accordance with the details given above. I/We attach a declaration and undertaking on Form CD 2 as to the manner in which payment for the goods is to be/has been recovered.

*I/We have obtained permit No... from the Controller of Exports.

VAVASSEUR TRADING CO. LTD.

(Sgd.)

Date : 18/4/68

Signature

Permission granted under the Exchange Control Act, No. 24 of 1958, on behalf of the
10 Controller of Exchange, Central Bank of Ceylon, Colombo, for export of the goods detailed
above, subject to the condition that you comply with the undertakings subscribed to by you
in the declaration on page 2 of the Form CD 2 furnished by you in respect of the goods, within
the period specified.

(BILL OF LADING PASSED.

Intld. Illegible

Date: 20/4 Customs Officer)

NATIONAL AND GRINDLAYS BANK LTD.

(Sgd.) N. K. HULANGAMUWA

pro. Manager

18 APR, 1968

VALID FOR ONE MONTH FROM DATE OF ISSUE

<p>(This need not be completed before issue of above licence, but MUST be completed by exporter before shipment.)</p> <p>20</p> <p>PARTICULARS OF SHIPMENT AS THEY APPEAR IN BILL OF LADING</p> <p>6. Name of Exporting Vessel : JEPPESEN MAERSK</p> <p>7. Port of final discharge : HALIFAX</p> <p>8. Port of transhipment (if any).....</p> <p>30</p> <p>9. Marks and Numbers of Packages : Vide O'leaf</p> <p>10. Quantity Exported : 139,900 lbs.</p>	<p>(To be completed by the Customs/Postal Authorities)</p> <p>To : THE CONTROLLER OF EXCHANGE, DEPARTMENT OF EXCHANGE CONTROL, CENTRAL BANK OF CEYLON, COLOMBO.</p> <p>Quantity Exported : 139,900 lbs. (by unit shown in cage 5)</p> <p>Date of Export :</p> <p>Permit returned. Particulars shown by ship- per correspond with those appearing on the Bill of Lading.</p> <p>(Seal H. M. CUSTOMS - COLOMBO (Intld.) Illegible 27/4) Customs/Postal Stamp and initials of Checking Officer. Date :</p>
--	---

*To be furnished where the goods are subject to Export Licence from the Controller of Exports.

R 101
 Application for an
 Exchange Control
 Permit to Export
 139,900 lbs. of
 Desiccated
 Coconut—
 18-4-68
 —Continued.

(Reverse of the Form: Notes to Exporter, see page 68 of the record)

H A A
MEDIUM — 100 Bags

H B B
MEDIUM — 100 Bags

H C C
MEDIUM — 100 Bags

H D D
MEDIUM — 100 Bags

H E E
MEDIUM — 100 Bags

10

H F F
MEDIUM — 100 Bags

H G G
MEDIUM — 100 Bags

H H H
MEDIUM — 100 Bags

H I I
MEDIUM — 100 Bags

H J J
MEDIUM — 100 Bags

20

H K K
MEDIUM — 100 Bags

H L L
MEDIUM — 100 Bags

H M M
MEDIUM — 100 Bags

H N N
MEDIUM — 99 Bags

1399 Bags
 ==

Application to Ceylon Coconut Board by Vavasour Trading Co., Ltd.,
for Desiccated Coconut Export Licence

R 83
Application to
Ceylon Coconut
Board by
Vavasour Trading
Co., Ltd., for
Desiccated Coconut
Export Licence—
20-4-68

APPLICATION FORM

CEYLON COCONUT BOARD

Application for Desiccated Coconut Export Licence

1. Name of applicant and/or shipper & registration No :— Vavasour Trading Co., Ltd.
S. 19

2. Quantity & grade to be exported :—

10	<u>CASES</u>	<u>LBS.</u>			
	.....Cases (Fine)	@.....lbs.	=	.....
	.....Cases (Medium)	@.....lbs.	=	.....
	.....Cases (Fancy)	@.....lbs.	=	.....
	<u>BAGS</u>	<u>LBS.</u>			
	.....Bags (Fine)	@.....lbs.	=	.....
	..... 1,000...Bags (Medium)	@.....100 lbs.	=	..... 100,000 lbs.	
	.....Bags (Fancy)	@.....lbs.	=	.....
		Total		<u>100,000 lbs.</u>	

3. Name of ship & date of sailing :— " JEPPESEN MAERSK " in Port.

20 4. (a) Port of Discharge :— HALIFAX

(b) Final Destination :— CANADA

5. Name of Mill/Mills where manufactured & Registration numbers :— Mill Nos. as per reverse

6. Serial Numbers of the packages :—

7. Sampling & Licensing fees @ -/15 cts. per cwt. or part thereof :—

8. Any other information.

I/We hereby declare that the.....cases used for packing.....
lbs. of Desiccated Coconut in respect of which an Export Licence is applied for, are all locally
30 made new wooden chests.

I/We hereby declare that the statements contained herein are true and accurate.

Vavasour Trading Co., Ltd.

Date : 20/4/68

(Sgd.) Illegibly
Signature.

Rt 83
Application to
Ceylon Coconut
Board by
Vavasseur Trading
Co., Ltd., for
Desiccated Coconut
Export Licence —
20-4-68
—Continued.

(Reverse of the Form)
1000 Bags Medium

M 93 CCB 93					M 103 CCB 103														
A	83987	—	84000	—	14	Bags	B 08770	—	08794	—	25	Bags							
A	84601	—	84605	—	5	"	B 08815	—	08820	—	6	"							
A	84627	—	84648	—	22	"	M 80 CCB 80												
A	84654	—	84672	—	19	"	A 75796	—	75817	—	22	"							
A	84782	—	84803	—	22	"	M 111 CCB 111												
													10						
													A 54865	—	54875	—	11	"	
													M 108 CCB 108						
													A 67795	—	67828	—	34	"	
M 142 CCB 142																			
A	42783	—	42814	—	32		M 79 CCB 79												
													A 60978	—	60989	—	12	"	
													A 61834	—	61847	—	14	"	
													M 84 CCB 84						
													B 05711	—	05750	—	40	"	20
M 118 CCB 118																			
A	60971	—	60989	—	19	"	M 86 CCB 86												
A	64634	—	64658	—	25	"	A 92842	—	92884	—	43	"							
M 89 CCB 89																			
B	94914	—	94935	—	22	"	M 63 CCB 63												
B	94862	—	—	—	1	"	B 06877	—	06891	—	15	"							
B	95874	—	95970	—	97	"	M 117 CCB 117												
													A 53761	—	53781	—	21	"	
M 134 CCB 134																			
A	36745	—	36760	—	16	"	M 99 CCB 99												
A	36761	—	36770	—	10	"	A 55607	—	—	—	1	"	30						
A	36781	—	36801	—	21	"	A 55859	—	55907	—	49	"							
													A 55927	—	55946	—	20	"	
M 61 CCB 61																			
C	36223	—	36300	—	78	"	M 61 CCB 61												
C	36753	—	36811	—	59	"	C 36376	—	36539	—	164	"							
C	36039	—	—	—	1	"													
C	36301	—	36328	—	28	"													
M 132 CCB 132																			
B	41843	—	41857	—	15	"	M 141 CCB 141												
													A 68820	—	68824	—	5	"	
M 121 CCB 121																			
A	71675	—	71686	—	12	"													
											<u>1000</u> Bags		40						

R 86
Desiccated Coconut General Export Licence issued to
Vavasseur Trading Co., Ltd. to export 100,000 lbs.

R 86
 Desiccated Coconut
 General Export
 Licence issued to
 Vavasseur Trading
 Co., Ltd. to Export
 100,000 lbs.—
 20-4-68.

Valid for fourteen days from the date of issue නිකුත් කළ දින සිට දින 14 ක් දක්වා වලංගුයි

1935 අංක 13 දරණ පොල් ඉඩා ආඥා පනත

THE COCONUT PRODUCTS ORDINANCE No. 13 of 1935

අංක No. K 36997

කපාපු පොල් සඳහා සාමාන්‍ය අපනයන බලපත්‍රය
DESICCATED COCONUT GENERAL EXPORT LICENCE

10 කොළඹ, සීමාසහිත වැවසියර් ට්‍රේඩිං.....සමාගමට
 පහත දැක්වෙන පරිදි කපාපු පොල් රාන්තල්.....(වචන වලින්) එක් ලක්ෂයක් පමණක්
අපනයනය කිරීමට මෙයින් බලය පැවරේ.
 නැවෙහි නම.....භාණ්ඩ යැවෙන ස්ථානය.....හැල්ෆිපැක්ස්.....
NOT TRANSFERABLE/NOT NEGOTIABLE අන්සතු කිරීම හෝ මාරු කිරීම තහනම්
Mr./Messrs.
 of.....is/are hereby permitted to export
 per S. S.....to.....
lbs. (in words).....
pound

20 of DESICCATED COCONUT as specified hereunder :

		රාන්තල් lbs.
පෙට්ටි.....cases of රා.....(බැගින්) lbs. each (nett) =	(සියුම්) (Fine)	
පෙට්ටි.....cases of රා.....(බැගින්) lbs. ,, =	(මධ්‍යම/විසිතුරු) (Medium/Fancy)	
මලු.....paper bags of රා.....(බැගින්) lbs. ,, =	(සියුම්) (Fine)	
මලු.....1000.....paper bags of රා.....100..(බැගින්) lbs. ,, =	(මධ්‍යම/විසිතුරු) (Medium/Fancy)	100,000
30 .....	..	=
.....	..	=
<u>1000</u>		<u>100,000</u>

නිකුත් කළ දිනය : (Sgd.) (Illegibly)
 Date of issue 1968-4-20. ලංකා පොල් මණ්ඩලයේ කළමනාකරු.
 Manager, Ceylon Coconut Board.

(Reverse of the Form)
 The following is the English translation of the Sinhala version appearing in the first four commencing lines of this document overleaf :-

40 'Messrs. Vavasseur Trading Co. Ltd., of Colombo are hereby permitted to export per s.s.....
to Halifax.....lbs.
 (in words) One Hundred Thousand pounds of desiccated coconut as specified hereunder :—'

(Sgd.) K. P. G. D. Gunasekare,
 Sworn Translator.

R 91
Maersk Line Bill
of Lading (Ship—
" JEPPESEN
MAERSK ")—
22-4-68

Maersk Line Bill of Lading (Ship— " JEPPESEN MAERSK ")

(CONTINUED FROM FRONT PAGE)

MAERSK LINE

FAR EAST & AFRICA SERVICES

Cable address
Maerskline
Copenhagen

Maerskline
New York

(DAMPSKIBSSELSKABET AF 1912; AKTIESELSKAB - AKTIESELSKABET DAMPSKIBSSELSKABET SVENDBORG)

Managed by A. P. MOLLER, Copenhagen

MOLLER STEAMSHIP COMPANY, INC.
GENERAL AGENTS IN U.S.A. FOR A.P. MOLLER, COPENHAGEN

67 BROAD STREET NEW YORK 4, N. Y., TELEPHONE: HANOVER 2-1500

UNITED STATES AGENTS	EASTERN AGENTS (Continued)	EASTERN AGENTS (Continued)	AFRICAN AGENTS (Continued)
SAN FRANCISCO FRED OLSEN LINE AGENCY, LTD. Merchants Exchange Building Room 200 465, California Street, San Francisco 4, California.	FREE TOWN SCANDINAVIAN SHIPPING AGENCIES Ltd. 1, College Road P. O. Box No. 130, Free Town, Sierra Leone	PHNOM-PENH SOCIETE CAMBODGIENNE DE CONSIGNATION DE NAVIRE ET DE TRANSIT 2 Vithei Oknha Santhor Mok, Boite Postale 318, Phnom-Penh, Cambodia.	DURBAN ...THE EAST ASIATIC (S.A.) (Pty.) Ltd., Whytock Building 399, Smith Street, P. O. Box No. 101, Durban, Natal, South Africa.
LOS ANGELES MAERSK LINE AGENCY 612, South Flower Street, Los Angeles California U.S.A.	HONG KONG JEBSEN & Co., P. O. Box 97 12, Puddar Street, Hong Kong	MEDAN BELEWAN DELI P. N. DJAKARTA LLOYD FOREIGN AGENCIES & TERMINALS UNIT EX P. N. TRI BHAKTI, Djalan Kesenian 4, P. O. Box 240, Medan Sumatra, Republic of Indonesia	CAPETOWN ...THE EAST ASIATIC Co., (S.A.) (Pty) Ltd., Federal Building, 8th Floor Tulbagh Square P. O. Box 1526, Capetown, South Africa.
SAVANNAH SMITH & KELLY COMPANY Ocean Steamship Co. Building P. O. Box 1639 Savannah, Ga.	KEELUNG TAIT & Co., LTD. P. O. Box 66, Tapai, Taiwan.	COLOMBO CARSON CUMBERBATCH & CO., LTD., P.O. Box 24, Colombo, Ceylon	LAGOS/APAPA PORT-HARCOURT ...JOHN HOLT SHIPPING SERVICES, Ltd. 149/52, Broad Street, P. O. Box No. 1013, Lagos, NIGERIA.
NORFOLK-NEWPORT NEWS DICHMANN, WRIGHT & PUGH, INC. 411, New Monroe Building, 254, Granby Street, Norfolk 10, Virginia	TOKYO—YOKOHAMA SHIMIZU—NAGOYA OSAKA—KOBE—MOJI MAERSK LINE, LIMITED. (Japan Branch) Central P. O. Box 506 Tokyo, Japan.	ALLEPPEY N. C. JOHN & SONS, Alleppey, South India.	DOULA ...SOCIETE NAVALE DELMAS VEILIEUX, P. O. Box No. 263, Douala, Camerouns
BALTIMORE ROBERT C. HERD & Co., INC. Mercantile Trust Building, Baltimore 2, Md.	BANGKOK MAERSK LINE Bangkok Branch Sathorn Road 231/2 P. O. Box No. 692, Bangkok, Thailand.	COCHIN HARRISONS & CROSFIELD LTD., P. O. Box 202, Aerodrome Road, Willingdon Islands, Cochin 3.	TAKORADI ...SCANDINAVIAN SHIPPING AGENCIES Ltd., P. O. Box No. 329, Takoradi, Ghana.
PHILADELPHIA B.H. SOBELMAN & Co., INC. 248, Bourse Building Philadelphia 6, Pa	SINGAPORE ANGLO AMERICAN CORP., LTD. 7th Floor, Denmark House, Raffles Quay, P. O. Box 658, Singapore 1.	ADEN L. SAVON & RIES (Thabet Shipping) Co., Ltd., Crater, Aden, Arabia.	ABIDJAN ...SOCIETE NAVALE DELMAS-VEILIEUX, 17, Avenue Louis Barthe, P. O. Box No. 1281, Abidjan, Ivory Coast.
BOSTON SPRAGUE STEAMSHIP Co., 125, High Street, Boston 10, Mass.	PENANG J. H. VAVASSEUR & CO., (M) LTD. 9, Weld Quay, P. O. Box 309, Penang, Malaya.	AFRICAN AGENTS THE EAST ASIATIC Co., (S.A.) (Pty.) Ltd., 31/32, Lowcliffe House, Main Street, P. O. Box 859, Fort Elizabeth, South Africa.	MONROVIA ...LIBERIA TRADING CORPORATION, P. O. Box No. 125, Monrovia, Liberia.
MONTREAL THE ROBERT REFORM Co., LTD. 221, St. Sacrament Street, Montreal 1, Quebec, Canada.	PORT SWETTEN-HAM SOCFIN CO., LTD. P. O. Box 11, Port Swettenham, Malaya.		
HALIFAX NEW FOUNDLAND CANADA STEAMSHIP Ltd. 10, Sackville Street, P. O. Box No. 821, Halifax, Canada.	KUALA LUMPUR SOCFIN CO., LTD. P. O. Box 330, Kuala Lumpur, Malaya.		
PANAMA CANAL C. B. FENTON & Co., INC. P. O. Box 5025, Cristobal, Canal Zone.			
MANILA-CEBU ILOILO CIA. GENERALDETABACOS SAIGON DE FILIPINAS P. O. Box 143 848, Marquee de Comillas Manila, P.I.	PLANTATIONS DES TERRES ROUGES 236, Duong Cong-ly Saigon, Vietnam.		

This bill of Lading to be used only or shipments from an ocean port which are (a) for direct delivery to port of discharge of the vessel or (b) going forward by rail vessel or other conveyance from the port of discharge of the vessel

The word "Steamer" or "Steamship" where used herein shall be read to mean motor vessel if so propelled.

SHIPPED on board by the shippers hereinafter named, the goods or packages said to contain Goods (hereinafter called Goods) hereinafter mentioned, in apparent good order and condition, unless otherwise indicated in this bill of lading, to be transported by the vessel named, subject to all the terms of this bill of lading on this page and front page, on the basis of which the freight is fixed with liberty to proceed via any port or ports within the scope of the voyage described herein to the port of discharge, or so near thereunto as the ship can safely get, and there to be delivered or transhipped subject to ship's engagements not hereby disclosed. All particulars herein mentioned of the goods except only the numbers of the packages, are those declared by the shippers and are unknown to the carriers, and shall not constitute as against the carriers any part of the carriers description of the goods, but shall be deemed only representations of the shippers except as may be otherwise provided by law.

Ship m.s. " JEPPESEN MAERSK ".....Port of Loading.....COLOMBO.....B/L No. 48

Shipper: VAVASSEUR TRADING CO., LTD.

Consignee: — ORDER

Ship's Agents are requested to notify.....of the arrival of the within mentioned goods but failure to do so shall not involve Carrier or Agents in any responsibility or relieve Consignees from their obligations.

Port of Discharge from Ship: HALIFAX.....Destination of Goods (If Goods to be transhipped at port of discharge).....

(The carrier reserves the liberty of substituting a different port of transhipment (even though beyond the destination of the goods) for any transhipment port designated herein).

MARKS AND NUMBERS	QUANTITY	SHIPPER'S DESCRIPTION OF GOODS (Carrier's responsibility for description of goods limited as herein provided) Quality, Quantity, Contents, Marks, Gauge, Weight and Value Unknown.	SAID BY SHIPPER TO WEIGH
H A A MEDIUM	100 Bags	One hundred Paper bags said to contain Desiccated Coconut Wgh nett 10,000 lbs; gross 10,200 lbs.	
		Freight on 10,200 lbs. @ \$.75/- per 20 cwts. Plus 15% surcharge	\$ 341.52 51.22 <u>392.74</u>
		FREIGHT PAYABLE AT DESTINATION	
		Export Licence No. N/68/UK/247	
Endorsed: — FREIGHT PAYABLE AT DESTINATION		Endorsed: — COPY NOT NEGOTIABLE	

Full freight hereunder to port of discharge or destination named herein shall be considered completely earned on receipt of the goods by the carrier, whether the freight be stated or intended to be prepaid or to be collected at destination; and the carrier shall be entitled to all freight and charges due hereunder whether actually paid or not, and to receive and retain them under all circumstances whatsoever ship and/or cargo lost or not lost. If there shall be a forced interruption or abandonment of the voyage at the port of shipment or elsewhere any forwarding of the goods or any part hereof by vessels of the same line or otherwise shall be at the risk and expense of the goods. The carrier shall have a lien on the goods which shall survive delivery, for all charges due hereunder and may enforce this lien by public or private sale and without notice. The shipper and the consignee shall be jointly and severally liable to the carrier for the payment of all charges and for the performance of the obligation of each of them hereunder. The word "charges" when used in this bill of lading, shall include freight and expenses and money obligations incurred and payable by the goods shipper, consignee or any of them.

FREIGHT Payable at

.....feet @per..... 40 cft.....

..... lbs. @per 2240 lbs.....

Total

In accepting this Bill of Lading, the shipper, owner and consignee of the goods, and the holder of the Bill of Lading agree to be bound by all the stipulations, exceptions and conditions stated on this page and front page, whether written, printed or stamped, as fully as if they were all signed by such shipper, owner, consignee or holder.

IN WITNESS WHEREOF there have been executed for and on behalf of the Master three Bills of Lading, exclusive of non-negotiable copies, all of this tenor and date, one of which being accomplished, the others to stand void.

Dated in COLOMBO, this 22nd day of April, 1968

For and on behalf of the Master
For CARSON CUMBERBATCH & Co., Ltd.

By (Sgd.) Illegible. As Agents

HOMeward BILL OF LADING

R 91
Maersk Line Bill
of Lading (Ship—
"JEPESEN
MAERSK")—
22-4-68
—Continued.

THE TERMS OF THIS CONTRACT BILL OF LADING ON THIS SIDE AND ON THE REVERSE HEREOF ARE HEREBY MUTUALLY AGREED UPON AS FOLLOWS:

This Bill of Lading shall have effect subject to the provisions of the "Carriage of Goods by Sea Act" of the United States of America and the Carrier (which term shall be deemed to include the ship and the shipowner) shall be entitled to avail itself of all the rights and immunities and all other restrictions upon liability contained in the said Act, even although the goods are not to be carried to or from a port in the United States, and shall not be deemed to have surrendered any of its said rights or immunities or restrictions upon liability or to have increased any of its responsibilities or liabilities. If any provision of this Bill of Lading is illegal under the provision of that Act, it shall be deemed stricken out and expunged. The carrier shall further be entitled to avail itself of the provisions of Sections 181 to 189 (both inclusive) of Chapter 46 of the Code of Laws of the United States of America and of all statutes supplemental and amendatory thereof and of the like statutes of other countries in so far as they may be applicable. Nothing in this Bill of Lading shall operate to limit or deprive the carrier of any statutory protection or exemption from, or limitation of, liability.

1. SCOPE OF VOYAGE. With liberty to sail without pilots, to proceed via any route, to proceed to and stay at any port or ports whatsoever in any order in or out of the route or in a contrary direction to or beyond the port of destination once or oftener for bunkering or loading or discharging cargo or embarking or disembarking passengers or any other purposes whatsoever, and to carry the within cargo into and then beyond the port of discharge named herein and to return to and discharge the said cargo at such port, to tow or to be towed, to make trial trips with or without notice, to adjust navigational instruments, or to repair or dry dock with or without cargo on board, all as part of the contract voyage.

2. ALSO, that the carrier shall not be liable for Article specified in Section 4281 of the Revised Statutes of the United States, unless written notice of the true value and character thereof is given at the time of lading and entered in the Bill of Lading.

3. ALSO, that the shippers shall be liable for any loss or damage to steamer, cargo, lighter or wharf, caused by inflammable, explosive or dangerous goods, shipped without full disclosure of their nature, whether such shipper be Principal or Agent; and such goods may be thrown overboard or destroyed at any time without compensation. Extra charges, if any for discharging, lighterage or other expenses on hazardous goods declared or considered as such by civil or military authorities must be born by shippers and/or consignees.

4. ALSO, that the carrier shall have a lien on the goods for all freights, primages and charges, and also for all fines or damages which the steamer, lighter, or cargo may incur or suffer by reason of the incorrect or insufficient marking, numbering or addressing of packages or description of their contents. Bills of lading must be made out in accordance with the prescriptions and regulations of Port, Customs or Consular authorities. Consular, Board of Health or other certificates required to accompany the goods are to be procured by shippers and any detention, charges or penalties occurring to steamer or cargo, owing to the want of such certificates, are to be borne by the shippers and/or consignees, and the cargo to be subject to a lien therefor.

5. ALSO, that in case of war, hostilities, warlike or naval operations or demonstrations, blockade or interdict of any port, civil strife, piracy, civil commotions, strikes, lockouts or stoppage of labor, quarantine, ice or closure by ice, or the happening of any other matter or event, whether of like nature to those above mentioned or otherwise, whether any of the foregoing are actual or threatened and whether taking place at or near the port of discharge or elsewhere in the course of the voyage and whether or not existing or anticipated before commencement of the voyage, which matters or events, or any of them, in the judgment of the Master or carrier may result in damage to or loss of the vessel or give rise to risk of capture, seizure or detention of vessel and/or cargo or, of any part of the cargo, or make it unsafe or imprudent for any reason to proceed on or continue the voyage or enter to discharge cargo at the port of discharge, or give rise to delay or difficulty in reaching, discharging at or leaving the port of discharge, the carrier or Master may (1) before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the goods at port of shipment and upon failure to do so, may warehouse the goods at the risk and expense of the goods; or (2) whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, discharge the goods into depot, lazaretto, craft, or other place; or (3) proceed or return, directly or indirectly, to or stop at any port or place whatsoever, in or out of the regular route and short of or beyond the port of discharge as the Master or the carrier may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof, at any such port or place. When the goods are discharged from the ship, as herein provided, they shall be at the risk and expense of the shippers and/or receivers; such discharge shall constitute complete delivery and performance under this contract, full bill of lading freight and charges shall be deemed earned and the carrier shall be freed from any further responsibility. For any services rendered to the goods as hereinabove provided, the carrier shall be entitled to extra compensation, for which, together with any unpaid freight and charges, the carrier shall have a lien on the goods.

6. ALSO, that the goods are to be received by, or on behalf of, the consignee immediately the vessel is ready to discharge, and continuously at all such hours as the Custom House or Port Authorities may give permission for the ship to work or if necessary the vessel may discharge into lighters at the risk and expense of the goods. And it is expressly understood that the articles named in this Bill of Lading shall be at the risk of the Goods' Owner, Shipper, or Consignee thereof as soon as delivered from the tackle and/or deck of such steamer at her port of discharge and they shall be received package by package as so delivered and if not taken away the same day they may (at the option of the Vessel's Agent) be sent to store or warehouse, or permitted to lie where landed at the expense and risk of the goods, and shall be subject to a lien for wharfage, rent of dock, wharf or store or any other expense that may be incurred in respect thereof. If on the arrival of the steamer at the port of delivery any of the bales or packages shipped under this Bill of Lading cannot be identified by reason of insufficiency of marks, obliteration of marks or no marks, then in any such case, the Receivers shall take in full discharge, accord and satisfaction any bales or packages which may be on board the steamer and be tendered there by the Carriers or their Agents, notwithstanding that such bales or packages do not bear the marks and description indicated on the back page. The Collector or other proper officer of the Port is hereby authorized to grant a general order for discharging immediately after the entry of the ship.

The responsibility of the carrier in any capacity shall altogether cease and the goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of customs or other authorities. The carrier shall not be required to give any notification of disposition of the goods.

7. ALSO, that in case any part of the within goods cannot be bound during Ship's stay at port of destination, they are, when found, to be sent back at the Merchant's risk and Ship's expense. The Ship shall not be liable for incorrect delivery unless such packages shall have been distinctly and permanently marked by the Shipper before shipment with the name of the port of destination. Goods overcarried to be returned to Consignee at Ship's expense but free from liability for any loss, depreciation or damage arising from over-carriage or from return carriage.

8. ALSO, that notice of loss or damage and of the general nature of such loss or damage must be given in writing to the carrier or its agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof, provided, however, that if the loss or damage is not apparent the notice must be given within three days of the delivery. Failure to give notice as above provided shall constitute an absolute bar of all claims for loss or damage to goods, except in such cases as the U.S.A. "Carriage of Goods by Sea Act" is to the contrary.

17. General Average shall be payable according to York-Antwerp Rules 1950, and as to matters not therein provided for according to the usages of the port of New York, Average Bond with values declared therein to be signed, also sufficient security to be given as required by Master or Agents.

18. In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for the consequence of which, the carrier is not responsible, by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.

If a salving ship is owned or operated by the carrier, salvage shall be paid or as fully as if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall if required be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery.

19. "If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation to in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier."

The foregoing provisions shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact.

20. VALUATION CLAUSE. In cases of transport of valuable cargo, such as specie, bullion, precious stones, bonds or other negotiable documents and similar valuable cargo, the vessel is not responsible until such goods are delivered to and receipted for by the Master or the officer on duty personally. Such articles received and rate of freight specially adjusted on the condition and understanding that the value thereof has been fully insured by the shipper or others against all risks and that the shipper by accepting this Bill of Lading represents and guarantees that such insurance has been effected.

21. REFRIGERATOR CLAUSE: Specially cooled stowage is not to be furnished unless contracted for at an increased freight rate. Owners undertake, before loading refrigerated cargo in any insulated space, to obtain a certificate of a competent surveyor that such insulated space and the refrigerating machinery have been surveyed under working conditions and found in good condition and fit for the conveyance of refrigerated cargoes; said certificate to be obtained either at the first or at a later port of the ship's outward or homeward voyage, whether or not refrigerated cargo is loaded at that port. It is hereby agreed that the existence of such certificate shall be deemed by all parties concerned conclusive evidence that the owner of the vessel has exercised due diligence to make the said insulated space and refrigerating machinery seaworthy. The provisions of the clause are in addition to the other provisions of this Bill of Lading; and shipments listed in this Bill of Lading are subject to all of the other provisions of this Bill of Lading as well as the provisions of this special clause.

22. TRANSHIPMENT CLAUSE: The carrier is further hereby especially authorized to tranship the goods whenever it may so elect, without notice and by land or water or by both, and at any stage of the voyage, and even though transhipment is not provided for in this bill of lading; and the carrier shall further have the liberty of substituting a different port of transhipment (even though beyond the destination of the goods) for any transhipment port designated herein. In any case where transhipment is made the provisions of paragraph 18 of this bill of lading shall apply.

23. The ship shall not be responsible for packages opened and/or examined by or in behalf of any Government whether prior to or subsequent to shipment.

24. WAR RISK CLAUSE: When and so long as a state of War exists and/or so long as any control over steamers or any part of their cargoes or passengers is exercised by any Government or other Authorities the carriers and/or their agents and/or the Master may (if in their uncontrolled discretion they think it advisable) at any time before (or after) the commencement of the voyage cancel this engagement or before or after such commencement may alter or depart from the proposed or advertised or agreed or customary route and/or delay or detain the steamer at or off any port and/or tranship the cargo at any port or ports without claim for loss or damage directly or indirectly sustained.

The carrier and/or the Captain shall further be at liberty to sail with or without convoy to discharge the cargo at any port at the risk and expense of the goods, which discharge shall be deemed fulfillment of the contract voyage, and generally to take such measures to lessen or avoid detention by belligerents, the risk of hostile attacks or other war dangers as may be deemed appropriate including the non-observance of any practice, rules or regulations statutory or otherwise, which might be applicable in times of peace. In case the shipment listed in this bill of lading is seized or threatened with seizure by any belligerent, the carrier for the purpose of avoiding loss, delay or detention to ship and/or cargo, may make such agreements as in its sole discretion are deemed prudent, with the said belligerent with respect thereto including an agreement that said shipment shall be returned to the port of loading.

25. In addition to any liberties expressed or implied in this Bill of Lading, the carriers shall have the liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppage, transhipment, discharge or destination, or otherwise howsoever given by any Government or any Department thereof, or of any person acting or purporting to act with the authority of any Government or any Department thereof, or by any War Risk Insurance Association working under any Government Scheme in which the steamer may be entered and nothing done or not done under such orders or direction shall be deemed a deviation. The ship is free to carry Contraband, Explosives, Munitions or War-like Stores and may sail armed or unarmed.

In any event, the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after the delivery of the goods or the date when the goods should have been delivered.

9. ALSO, that goods may be stowed in poop, forecabin, deckhouse, shelter deck, passenger space, or any covered in space commonly used in the trade for the carriage of the goods and when so stowed shall be deemed for all purposes to be stowed under deck. Live animals and deck cargo (if stated herein to be so carried) are received and carried at shipper's risk, nor shall the carrier in any event be liable for any loss or damage thereto arising or resulting from any matters mentioned in Section 4, sub-section 2 (a) to (p) inclusive, of the United States Carriage of Goods by Sea Act, or from any other cause whatsoever not due to the fault of the carrier, any warranty of seaworthiness in the premises being hereby waived; except as just provided such shipments shall be deemed goods for all purposes and subject to all other terms and provisions in this Bill of Lading relating to "Goods."

10. ALSO, that in case of any loss or damage to or in connection with goods exceeding in actual value \$ 500 lawful money of the United States, per package, or, in case of goods not shipped in packages per customary freight unit, the value of the goods shall be deemed to be \$ 500 per package or per unit, on which basis the freights is adjusted and the Carrier's liability, if any, shall be determined on the basis of a value of \$ 500 per package or per customary freight unit, or *pro rata* in case of partial loss or damage, unless the nature of the goods and a valuation higher than \$ 500 shall have been declared in writing by the shipper upon delivery to the Carrier and inserted in this bill of lading and extra freight paid if required and in such case if the actual value of the goods per package or per customary freight unit shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and any partial loss or damage shall be adjusted *pro rata* on the basis of such declared value.

Whenever the value of the goods is less than \$ 500 package or other freight unit, their value in the calculation and adjustment of claims for which the Carrier may be liable shall for the purpose of avoiding uncertainties and difficulties in fixing value be deemed to be the invoice value, plus freight and insurance if paid, irrespective of whether any other value is greater or less.

11. ALSO, in the event that any obligation attaches to the carrier prior to loading on the ocean steamer and after discharge therefrom, that the carrier shall have the like rights and immunities as are provided for in Section 4, sub-section 1 and 2, (a) to (p) inclusive, of the "Carriage of Goods by Sea Act" of the United States of America, and, in addition, and without prejudice to the aforesaid, the carrier shall not be liable for loss or damage to the goods occasioned by floods, falling or collapse of wharf, pier or warehouse, theft, pilferage, heating, effects of climate or temperature, or any other cause whatsoever, whether or not of a like kind to those above mentioned.

12. ALSO, that there shall be no responsibility on the part of the carrier with respect to the goods except when they are in the carrier's exclusive custody.

13. In the case of goods going forward by rail, vessel or other conveyance from the port of discharge of the vessel, with respect to the transportation from the port of discharge named herein to the port or place of destination of the goods it is agreed that said transportation is to be performed subject to the terms and conditions of the bills of lading and receipts of the carriers or other bailees participating therein, including any special clauses endorsed thereon, the liability of the Maersk Line and/or its agents, being solely that of a forwarder and that any claim or demand for loss, damage or delay or otherwise shall be made solely against the carrier or other person in possession of the goods at the time the loss, damage or delay occurs, the liability of each carrier being restricted to its own line. The goods may be shipped pursuant to the usual terms of the said participating carrier or pursuant to such special terms as the Maersk Line and/or its agents, in their sole discretion, may agree to, even though these terms include limitations as to carrier's liability and as to the amount of liability not contained in this bill of lading and/or less favourable to the shipper and others interested in the goods than these contained herein. Any increase in the freight and/or other charges payable to on-carriers over the rates prevailing at the time this shipment was booked shall be a charge upon the goods and the shipper, bill of lading holder and consignee shall be liable therefor.

14. Rail freight, if any, shown herein is subject to change in accordance with tariffs of the connecting rail carrier in effect upon receipt by it of the said goods.

15. Any claim for loss, damage or short delivery or otherwise, arising out of this bill of lading shall be dealt with at the option of the Carrier, in the courts of the City of New York according to the laws of the United States of America, to the exclusion of proceedings in the courts of any other country.

16. It is hereby expressly agreed that no servant or agent of the Carrier (including the master and every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Shipper, Consignee or Owner of the goods or to any holder of this Bill of Lading for any loss, damage or delay to cargo of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the Carrier (including the master and every independent contractor from time to time employed by the Carrier) acting as aforesaid. If notwithstanding the provisions of the foregoing sentence of this bill of lading, recovery is made from any such servant or agent of the Carrier in respect of loss of damage or delay to cargo, the amount so recovered shall immediately be paid over to the Carrier as trustee for such servant or agent, provided, and to the same extent, that the said sum was not recoverable from the Carrier under the terms, conditions and exceptions of the contract evidenced by this bill of lading.

It is further understood and agreed that as the line, company or agency which has executed this bill of lading for and on behalf of the master is not a principal in the transaction, said line, company or agency shall not be under any liability arising out of the contract of carriage, nor as carrier nor bailee of the goods.

(CONTINUED ON BACK PAGE)

220

R 104
Cable—
23-4-68

R 104

(Intld.)
28/8/68.

Cable
(Intld.)
26/8.
(Intld.)
28/8/68

A 53 (Intld.)
(C 11) 25/9/68
23/4/68

D. C. N. Your 17 Demodocus yes please confirm STOP Hoegh Drake Agents informs limited suitable space can avail only 30 tons May we ship cargo booked freight Fernwave and Hoegh Elite STOP loaded Jeppessen Maersk 3554 Medium 3941 Fine STOP Mans Phase 10 will load 690 Bags Scheme. 10 City of Leichfield 1566 F.M.Q. Chitral Confirm.

(Sgd.) Illegibly.
23/4.

R 70
Delivery Order
issued by the
Maersk Company
Ltd., to Moller
Steamship Com-
pany Inc.,
in respect of 100
bags of Desiccated
Coconut—
26-4-68.

R 70

Delivery Order issued by the Maersk Company Ltd.,
to Moller Steamship Company Inc., in respect of
100 bags of Desiccated Coconut

THE MAERSK LINE LIMITED

Directors

M. M. MOLLER (*Danish*) 3/6 BURY COURT 9/8/68 20
G. ANDERSEN (*Danish*) ST. MARY AXE (Intld.) Illegible
A. J. KEEBLE, F.C.I.B. (*British*) LONDON, E.C. 3.
B. E. SARGEANT (*British*)
A. J. ROPER (*British*)

Telephone

Avenue 3311
" 6201
Telex : 28278

Telegrams:

Overseas : MAERSK, LONDON, E.C.3
Inland : MAERSK, STOCK, LONDON

26th April, 1968. 30

Moller Steamship Company Inc.,
67, Broad Street,
New York,
New York, 10004,
U.S.A.

Dear Sirs,

Please deliver at New York to Stavers and Anderson Limited or to their order, the following cargo shipped per the m.s. " JOHANNES MAERSK " Voyage 36 FEH under Colombo/Halifax Bill of Lading No. 7 dated Colombo, the 5th April, 1968. 40

Export Entry No. 6955 of Vavasasseur Trading Co., Ltd.

EXPORT ENTRY

REQUISITION

Name and Address of Exporter: **VAVASSEUR TRADING CO., LTD. Colombo 1.**

R 76
Export Entry
No. 6955 of
Vavasasseur Trading
Co., Ltd.—
15-5-68

EXPORTERS CODE NO. 858

IN THE VESSEL s. s. "JOHANNES MAERSK"DATE...5/4/68.....FOR Halifax

NO. 6955

Marks & Numbers	CLASSIFICATION			DESCRIPTION OF GOODS	Quantity	Final Destination	Value F. O. B.	Rate of Duty	Duty		HARBOUR DUES			REMARKS
		Code No.							Rs.	Cts.	Dimensions or other Details	Rate	Amount	
												Rs.	Cts.	
As Per Reverse	051	71	02	CEYLON PRODUCE 2,000 Bags Desiccated Coconut	200,000 lbs.	U. S. A.	Rs. 191,820/-	@ Rs. 684/94 Per Ton.	56,691	07	Under 200 lbs.	2000 x 12	240-00	
					Cont. No. — 18247 — Valid Up To 31/5/68									
					Duty. Rs. Fifty six thousand six hundred & ninety one & cts. seven only.									
					Fam. Rs. Four hundred & forty six & cts. Forty three only.									
					Cesses. Rs. Six hundred & eighty seven & cts. Fifty only.									
					Dues. Rs. Two hundred & Forty only.									
					Total. Rs. Fifty eight thousand & sixty five Only.									
					Duty secured as per App. Nos.	1478 of 31/3/68	Rs. 58,065.00							
					" " " " " "	1476 of 31/3/68	Rs. 58,065.00							
						Utilised	Rs. 116,130.00							
						Balance	Rs. 58,065.00							
					Sailed on 5/4/68									
					(Sgd.) Illegibly 16/5									

(THIS SPACE TO BE LEFT BLANK FOR CUSTOMS PURPOSES)

Correct per Specification

Correctly Classified

F. O. B. Value Checked

Duty Checked

Dues Checked (Sgd.) Illegibly.

Entered in Cash Book (Sgd.) Illegibly.

Received Payment By Requisition

Warranted (Sgd.) Illegibly. 27/5/68

Entry No. entered in Stock Book

Correct per Outward Content

18247 — 68-7-31

ටොන් 1 ක් රු. 684.94

රු. 200,000—

68/5/16 (Sgd.) Illegibly

Duty.....Rs. 684/94 Per Ton	56,691.07
Cocoa Medical Aid Dues	
Tea Medical Aid Dues	
Rubber Medical Aid Dues	
Tea Propaganda Cess	
Tea Restriction Scheme Cess	
Rubber Research Scheme Cess	
Rubber Control Cess	
International Rubber Cess	
Coconut Millers Aid Cess.....Rs. 5/- Per Ton.	446.48
Coconut Research Scheme Cess.....Rs. 7/- Per Ton.	625.00
Coconut Production Scheme Cess.....-/70 Per Ton	62.50
Harbour Dues	240.00
	<u>Rs. 58,065.00</u>

Freight payable on :—
Weights.

Total Cubical Measurement

Total Gross Weights

204,000 lbs.

VAVASSEUR TRADING CO., LTD.

(Sgd.) S. RASANAYAGAM.

We hereby declare that we are the Exporters of the goods contained in this Entry and that the F. O. B. value stated in this entry and all the particulars entered herein are true and correct.

-/STM Witness our hand at Colombo, this 15th day of May 1968.

Signature of Exporter.

R 76
 Export Entry
 No. 6955 of
 Vavasseur Trading
 Co., Ltd.—
 15-5-68
 —Continued.

(Reverse of the Form)

R V K	—	100 Bags
R V F	—	100 „
R V G	—	100 „
R V H	—	100 „
R V I	—	100 „
R V J	—	100 „
R V L	—	100 „
R V M	—	100 „
R V N	—	100 „
R V O	—	100 „
V A A	—	100 „
V B B	—	100 „
V C C	—	100 „
V D D	—	100 „
V E E	—	100 „
V F F	—	100 „
V G G	—	100 „
V H H	—	100 „
V I I	—	100 „
V J J	—	100 „
FINE		

2,000 Bags 200,000 lbs.

10

20

R 105

Delivery Order issued by the Maersk Company Ltd.,
to Moller Steamship Company Inc., in respect of
100 bags of Desiccated Coconut

THE MAERSK COMPANY LIMITED

Directors

M. M. MOLLER (*Danish*) 3/6 BURY COURT
G. ANDERSEN (*Danish*) ST. MARY AXE
A. J. KEEBLE, F.C.I.B. (*British*) LONDON E.C. 3.
B. E. SARGEANT (*British*)
10 A. J. ROPER (*British*)

9/8/68
(Intld.) Illegible

Telephone

Avenue 3311
 " 6201
Telex : 28278

Telegrams:

Overseas : MAERSK, LONDON E.C.3
Inland : MAERSK, STOCK, LONDON

15th May, 1968.

Moller Steamship Company Inc.,
67, Broad Street,
New York,
New York, 10004,
20 U.S.A.

Dear Sirs,

Please deliver at New York to Stavers and Anderson Limited, or to their order, the following cargo shipped per the m.s. "JEPPESEN MAERSK" Voyage 41 FEH under Colombo/Halifax Bill of Lading No. 48 dated 22nd April, 1968 at Colombo.

<u>MARKS & NUMBERS</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>SAID TO WEIGH</u>
H A A MEDIUM	100 Bags	One Hundred Paper bags said to contain Desiccated Coconut	Nett 10,000 lbs. Gross 10,200 lbs.

30

Freight to be paid at New York before delivery of cargo.

10,200 lbs. @ US\$ 68.— per 20 cwt.	US\$	309.64
Plus 15% Surcharge	US\$	46.45
	US\$	<u>356.09</u>

This delivery order is issued subject to all terms and conditions of the relevant Bill of Lading and any clauses thereon and subject to the vessel's safe arrival, docking and berth at New York.

For and on behalf of THE MAERSK COMPANY LIMITED.

40

COPY
NON-NEGOTIABLE

(Sgd.) B. E. SARGEANT,
Director.

R 105
Delivery Order
issued by the
Maersk Company
Ltd., to Moller
Steamship Com-
pany Inc., in
respect of 100
bags Desiccated
Coconut—
15-5-68

226

R 106

R 106
Letter sent to
Moller Steamship
Company Inc.,
by the Maersk
Co., Ltd.—
15-5-68.

Letter sent to Moller Steamship Company Inc.,
by the Maersk Co., Ltd.

FROM LONDON

(P4C)

9/8/68
(Intld.) Illegible

20 MAY 1968

JMa/KC

15th May, 1968. 10

Moller Steamship Company Inc.,
67, Broad Street,
New York,
New York, 10004,
U.S.A.

Dear Sirs,

m.s. " JEPPESEN MAERSK " Voyage 41 FEH
Colombo/Halifax : Bs/L : 8/61, 72/80, 83.

We confirm our today's telex reading :—

" 80 JEPPESEN FORTYONE YOUR GUIDANCE WE HAVE²⁰
ISSUED TO J. H. VAVASSEUR AND CO., LTD., LONDON
64 DELIVERY ORDERS IN EXCHANGE OF 2/3 ORIGINALS
COLOMBO/HALIFAX B/LADINGS 8/61, 72/80, 83 AND LET-
TERS OF INDEMNITY FOR MISSING 3RD ORIGINAL
DISCHARGE PORT CHANGED TO NEW YORK AND FREI-
GHT AMENDED ACCORDINGLY PLEASE ADVISE HALIFAX
STOP LETTER FOLLOWS. "

For your guidance we enclose copies of the delivery orders showing
the port of discharge as New York as well as the amended freights payable
at yours. 30

Yours truly,
For and on behalf of THE MAERSK COMPANY LIMITED.

(Sgd.) B. E. SARGEANT,
Director.

c.c. Halifax
Master
Colombo
Copenhagen.

Export Entry No. 111 of Vavasœur Trading Co., Ltd.

R 73
Export Entry
No. 111 of
Vavasœur Trading
Co., Ltd.—
17-5-68.

EXPORT ENTRY

REQUISITION

Name and Address of Exporter: **VAVASSEUR TRADING CO., LTD. Colombo 1.**

EXPORTERS CODE NO. 858

IN THE VESSEL **JOHANNES MAERSK** of 5/4/68. DATE FOR Halifax

NO. 111

Marks & Numbers	CLASSIFICATION			DESCRIPTION OF GOODS	Quantity	Final Destination	Value F. O. B.	Rate of Duty	Duty		HARBOUR DUES			REMARKS
		Code No.							Rs.	Cts.	Dimensions or other Details	Rate	Amount	
<u>CEYLON PRODUCE</u>														
J J V — 100 bags *R V P — 100 bags *R V Q — 100 bags F F V — 100 bags G G V — 100 bags H H V — 100 bags I I V — 99 bags FINE MEDIUM 699	051	71	02	699 bags Desiccated Coconut	69,900 lbs.	U. S. A.	Rs. 67,048.08	@ Rs. 651/12	20,318.	43	Under 200 lbs.	699 × -/12	83	88
Contract Nos. 18569 — 20,000 lbs. 18570 — 49,900 lbs.														
Duty. Rs. Twenty thousand three hundred and eighteen and cents forty three only.														
F.A.M. Rs. One hundred and fifty six and cents three only.														
Cesses Rs. Two hundred and forty and cents twenty eight only.														
Dues Rs. Eighty three and cents eighty eight only.														
Total Rs. Twenty thousand seven hundred and ninety eight and cents sixty two only.														
Duty secured as per App. No.					1480 of 31/3/68 — Rs. 14,877.43 1461 of 31/3/68 — Rs. 14,877.43									
Utilised					Rs. 29,754.86 Rs. 20,798.62 Rs. 8,956.24									
*200 bags Fine 499 bags Medium														

(THIS SPACE TO BE LEFT BLANK FOR CUSTOMS PURPOSES)

Correct per Specification

Correctly Classified

F. O. B. Valued Checked (Sgd.) Illegibly.

Duty Checked

Dues Checked (Sgd.) Illegibly. 30/5

Entered in Cash Book

Received Payment Requisition.....

Warranted (Sgd.) Illegibly. 4/6

Entry No. entered in Stock Book

Correct per Outward Content

Sailed on 5-4-68
(Sgd.) Illegibly
20/5/68

(1) 18569 }
(2) 18570 } 30-7-68

මෙයින් 1 ක් රු. 651/12

(1) රු. 20,000
(2) රු. 49,900

(Sgd.) Illegibly
22/5/68

Rs. Rs. 651/12 per ton 20,318.43.....

Cocoa Medical Aid Dues

Tea Medical Aid Dues

Rubber Medical Aid Dues

Tea Research Scheme Cess

Tea Propaganda Cess

Tea Restriction Scheme Cess

Rubber Research Scheme Cess

Rubber Control Cess.....

International Rubber Cess

Coconut Millers Aid Cess Rs. 5/- per ton 156.03.....

Coconut Research Scheme Cess Rs. 7/- per ton 218.44.....

Coconut Production Scheme Cess..... Rs. -/70 per ton 21.84.....

Harbour Dues 83.88.....

-/AJS.

Rs. 20,798.62

Freight payable on :-
Weight

Total Cubical Measurement

Total Gross Weights
71,298 lbs.

VAVASSEUR TRADING CO., LTD.

(Sgd.) Illegibly
21/5.

We hereby declare that we are the Exporters of the goods contained in this Entry and that the F. O. B. value stated in this entry and all the particulars entered herein are true and correct.

Witness our hand at Colombo, this 17th day of May, 1968.

Signature of Exporter.

Export Entry No. 410 of Vavasour Trading Co., Ltd.

EXPORT ENTRY

REQUISITION

Name and Address of Exporter : **VAVASSEUR TRADING CO., LTD. Colombo 1.**

EXPORTERS CODE NO. 858

IN THE VESSEL "JOHANNES MAERSK" of 5/4/68.....DATE.....FOR Halifax

No. 410

Marks & Numbers	CLASSIFICATION			DESCRIPTION OF GOODS	Quantity	Final Destination	Value F. O. B.	Rate of Duty	Duty		HARBOUR DUES			REMARKS	
		Code No.							Rs.	Cts.	Dimensions or other Details	Rate	Amount		
												Rs.	Cts.		
P F F — 100 bags P G G — 100 bags P H H — 100 bags P I I — 45 bags MEDIUM <u>345</u> HALIFAX	051	71	02	CEYLON PRODUCE 345 Bags Desiccated Coconut	34,500 lbs.	U. S. A.	Rs. 33,092.40	@ Rs. 626/85	9,654	61	Under 200 lbs.	345 X-/12	41	40	
				Contract No. 18118 — 34,500 lbs.											
				Duty Rs. Nine thousand six hundred and fifty four and cents sixty one only.											
				F.A.M. Rs. Seventy seven and cents one only.											
				Cesses Rs. One hundred and eighteen and cents fifty nine only.											
				Dues Rs. Forty one and cents forty only.											
				Total Rs. Nine thousand eight hundred and ninety one and cents sixty only.											
				Duty secured App. No. 1479 of 31/3/68	Rs. 14,335.68	Rs. 28,490.78									
				1482 of 31/3/68	Rs. 14,155.10	Rs. 9,891.61									
				Sailed on 5/4/68	Rs. 28,490.78	Rs. 18,599.17	(Balance)								
				(Sgd.) Illegibly											

(THIS SPACE TO BE LEFT BLANK FOR CUSTOMS PURPOSES)

Correct per Specification
Correctly Classified
F. O. B. Value Checked
Duty Checked
Dues Checked (Sgd.) Illegibly 24/5
Entered in Cash Book (Sgd.) Illegibly 5/6
Received Payment .....By Req.....
Warranted (Sgd.) Illegibly 7-6-68
Entry No. entered in Stock Book.....
Correct per Outward Content

18118	30-7-68
	Rs. 626/85 per ton
34,500 lbs.	(Sgd.) Illegibly.
	23/5/68

Duty.....Rs. 626/85 per ton 9,654.61.....
 Cocoa Medical Aid Dues
 Tea Medical Aid Dues
 Rubber Medical Aid Dues
 Tea Research Scheme Cess.....
 Tea Propaganda Cess.....
 Tea Restriction Scheme Cess
 Rubber Research Scheme Cess
 Rubber Control Cess.....
 International Rubber Cess
 Coconut Millers Aid CessRs. 5/- per ton77.01
 Coconut Research Scheme CessRs. 7/- per ton107.81
 Coconut Production Scheme Cess.....Rs. -/70 per ton10.78
 Harbour Dues41.40.....

Freight payable on :—
Weight

Total Cubical Measurement

Total Gross Weights
85,190 lbs.

VAVASSEUR TRADING CO., LTD.

(Sgd.) Illegibly.

-/AJS.

Rs. 9,891.61

We hereby declare that we are the Exporters of the goods contained in this Entry and that the F. O. B. value stated in this entry and all the particulars entered herein are true and correct.

Witness our hand at Colombo, this 17th day of May 1968.

Signature of Exporters.

Export Entry No. 411 of Vavasour Trading Co., Ltd.

EXPORT ENTRY.

REQUISITION

Name and Address of Exporter : **VAVASSEUR TRADING CO., LTD. Colombo 1.**

R75
Export Entry
No. 411 of
Vavasour Trading
Co., Ltd.,—
17-5-68.

EXPORTERS CODE NO. 858

IN THE VESSEL "JOHANNES MAERSK" of 5/4/68.....DATE.....FOR Halifax

No. 411

Marks & Numbers	CLASSIFICATION			DESCRIPTION OF GOODS	Quantity	Final Destination	Value F. O. B.	Rate of Duty	Duty		HARBOUR DUES			REMARKS		
	Code No.								Rs.	Cts.	Dimensions or other Details	Rate	Amount			
												Rs.	Cts.			
Marks as per reverse	051	71	02	CEYLON PRODUCE 2,000 bags Desiccated Coconut	<u>200,000</u> lbs.	U. S. A.	Rs. <u>191,820/-</u>	@ Rs. 634/94	56,691	07	Under 200 lbs.	2000 × -/12	240	00		
					Contract No. 18253 — 200,000		lbs.									
				Duty	Rs. Fifty six thousand six hundred and ninety one and cents seven only.											
				F.A.M.	Rs. Four hundred and forty six and cents forty three only.											
				Cesses	Rs. Six hundred and eighty seven and cents fifty only.											
				Dues	Rs. Two hundred and forty only.											
				Total	Rs. Fifty eight thousand and sixty five only.											
				Duty secured appl. No. 1477 of 31/3/68			No. 18253	68-7-31								
								මෙහි 1 ක් රු. 634/94								
								රු. 200,000								
									(Sgd.) Illegibly.	68/5/26						

(THIS SPACE TO BE LEFT BLANK FOR CUSTOMS PURPOSES)

Correct per Specification
Correctly Classified
F. O. B. Value Checked
Duty Checked
Dues Checked .....(Sgd.) Illegibly.....
Entered in Cash Book .....(Sgd.) Illegibly.....
Received Payment .....Requisition.....
Warranted .....(Sgd.) Illegibly.....7/6/68.....
Entry No. entered in Stock Book
Correct per Outward Content

Sailed on 5-4-68
(Sgd.) Illegibly.
20/5.

Duty.....Rs. 634/94 per ton 56,691.07.....
Cocoa Medical Aid Dues
Tea Medical Aid Dues
Rubber Medical Aid Dues
Tea Research Scheme Cess.....
Tea Propaganda Cess
Tea Restriction Scheme Cess
Rubber Research Scheme Cess
Rubber Control Cess
International Rubber Cess
Coconut Millers Aid CessRs. 5/- per ton 446.43.....
Coconut Research Scheme CessRs. 7/- per ton 625.00.....
Coconut Production Scheme Cess.....Rs. -/70 per ton 62.50.....
Harbour Dues 240.00.....

Freight payable on :—
Weight

Total Cubical Measurement

Total Gross Weights.

204,000 lbs.

VAVASSEUR TRADING CO., LTD.

-/AJS.

Rs. 58,065.00

(Sgd.) Illegibly

We hereby declare that we are the Exporters of the goods contained in this Entry and that the F.O.B. value stated in this entry and all the particulars entered herein are true and correct.

Witness our hand at Colombo, this 17th day of May 1968.

Signature of Exporter.

R 75
 Export Entry
 No. 411 of
 Vavasseur Trading
 Co., Ltd.—
 17-5-68
 —Continued.

Marks :— V K K — 100 bags

V L L — 100 bags

V M M — 100 bags

V N N — 100 bags

V O O — 100 bags

V P P — 100 bags

V Q Q — 100 bags

V R R — 100 bags

V S S — 100 bags

V T T — 100 bags

L L V — 100 bags

M M V — 100 bags

N N V — 100 bags

O O V — 100 bags

P P V — 100 bags

Q Q V — 100 bags

R R V — 100 bags

S S V — 100 bags

T T V — 100 bags

U U V — 100 bags
2,000 bags

R 114
Export Entry
No. 394 of
Vavasseur Trading
Co., Ltd.,—
18-5-68.
—Continued.

Marks :—

			2,000 bags		
A A P	—	100 bags	H A A	— 100 bags	
MEDIUM			MEDIUM		
B B P	—	100 bags	H B B	— 100 bags	
MEDIUM			MEDIUM		
C C P	—	100 bags	H C C	— 100 bags	
MEDIUM			MEDIUM		
D D P	—	100 bags	H D D	— 100 bags	
MEDIUM			MEDIUM		
E E P	—	100 bags	H E E	— 100 bags	10
MEDIUM			MEDIUM		
F F P	—	100 bags	H F F	100 bags	
MEDIUM			MEDIUM		
G G P	—	100 bags	H G G	— 100 bags	
MEDIUM			MEDIUM		
H H P	—	100 bags	H H H	— 100 bags	
MEDIUM			MEDIUM		
I I P	—	100 bags	H I I	— 100 bags	
MEDIUM			MEDIUM		
J J P	—	100 bags	H J J	— 100 bags	20
MEDIUM			MEDIUM		
K K P	—	100 bags	H K K	— 100 bags	
MEDIUM			MEDIUM		
L L P	—	100 bags	H L L	— 100 bags	
MEDIUM			MEDIUM		
M M P	—	100 bags	H M M	— 100 bags	
MEDIUM			MEDIUM		
N N P	—	100 bags	H N N	— 99 bags	
MEDIUM			MEDIUM		
O O P	—	100 bags			
MEDIUM			3,399	30	
P P P	—	100 bags			
MEDIUM					
Q Q P	—	100 bags			
MEDIUM					
R R P	—	100 bags			
MEDIUM					
S S P	—	100 bags			
MEDIUM					
T T P	—	100 bags		40	
MEDIUM					
		2,000			

Export Entry No. 394 of Vavasasseur Trading Co., Ltd.

EXPORT ENTRY

REQUISITION

Name and Address of Exporter: **VAVASSEUR TRADING CO., LTD. Colombo 1.**

R 114
Export Entry
No. 394 of
Vavasasseur Trading
Co., Ltd.—
18-5-68.

EXPORTERS CODE NO. 858

IN THE VESSEL: **JEPPESEN MAERSK** of 16/4/68.....DATE.....FOR **Halifax**

NO. 394

Marks & Numbers	CLASSIFICATION			DESCRIPTION OF GOODS	Quantity	Final Destination	Value F. O. B.	Rate of Duty	Duty		HARBOUR DUES			REMARKS	
		Code No.							Rs.	Cts.	Dimensions or other Details	Rate	Amount		
												Rs.	Cts.		
Marks as per reverse	051	71	02	CEYLON PRODUCE 3,399 bags Desiccated Coconut	<u>339,900</u> lbs.	U. S. A.	Rs. <u>327,523.00</u>	@ Rs. 634/94	<u>96,346</u>	<u>47</u>	Under 200 lbs.	3399 × -/12	<u>407</u>	<u>88</u>	
				Contract No.		18247 — 200,000 lbs. 18253 — 139,900 lbs.	31-7-68 31-7								
				Duty	Rs. Ninety six thousand three hundred and forty six and cents forty seven only.										
				F.A.M.	Rs. Seven hundred and fifty eight and cents seventy one only.										
				Cesses	Rs. One thousand one hundred and sixty eight and cents forty only.										
				Dues	Rs. Four hundred and seven and cents eighty eight only.										
				Total	Rs. Ninety eight thousand six hundred and eighty one and cents forty six only.										
				Deposit Appl. No.	567 of 16/4/68 — Rs. 58,065.00 597 of 17/4/68 — Rs. 40,616.46										
				Sailed on 22/4/68 (Sgd.) Illegibly 22/5											

(THIS SPACE TO BE LEFT BLANK FOR CUSTOMS PURPOSES)

Duty.....Rs. 634/94 per ton 96,346.47.....
Cocoa Medical Aid Dues
Tea Medical Aid Dues
Rubber Medical Aid Dues
Tea Research Scheme Cess
Tea Propaganda Cess
Tea Restriction Scheme Cess
Rubber Research Scheme Cess
Rubber Control Cess.....
International Rubber Cess
Coconut Millers Aid CessRs. 5/- per ton758.71.....
Coconut Research Scheme CessRs. 7/- per ton1,062.68.....
Coconut Production Scheme Cess.....Rs. -/70 per ton106.22.....
Harbour Dues407.38.....

Freight payable on :—
Weight

Total Cubical Measurement

Total Gross Weights
346,698 lbs.

VAVASSEUR TRADING CO., LTD.

-/AJS.

Rs. 98,681.46

(Sgd.) Illegibly

We hereby declare that we are the Exporters of the goods contained in this entry and that the F. O. B. value stated in this entry and all the particulars entered herein are true and correct.

Witness our hand at Colombo , this 18th day of May, 1968.

Signature of Exporter.

Correct per Specification	} (Sgd.) Illegibly. 4/6
Correctly Classified	
F. O. B. Value Checked	
Duty Checked	
Dues Checked (Sgd.) Illegibly.	
Entered in Cash Book	
Received Payment .....By Req.....	
Warranted (Sgd.) Illegibly 7/6/68.	
Entry No. entered in Stock Book	
Correct per Outward Content	

18247 } 31-7-68
18253 }
Rs. 634/94 per ton.
{ 200,000 lbs.
{ 139,900 lbs. (Sgd.) Illegibly 24-5-68

Export Entry No. 110 of Vavassey Trading Co., Ltd.

EXPORT ENTRY

REQUISITION

Name and Address of Exporter : **VAVASSEUR TRADING CO., LTD. Colombo 1.**

R 112
Export Entry
No. 110 of
Vavassey Trading
Co., Ltd.—
19-5-68.

EXPORTERS CODE NO. 858

IN THE VESSEL s.s. "Jeppesen Maersk" of 16/4/68 DATE.....FOR Halifax.....

NO. 110

Marks & Numbers	CLASSIFICATION			DESCRIPTION OF GOODS	Quantity	Final Destination	Value F. O. B.	Rate of Duty	Duty		HARBOUR DUES			REMARKS	
	Code No.	Code No.	Code No.						Rs.	Cts.	Dimensions or other Details	Rate	Amount		
													Rs.		Cts.
RVA — 100 Bags RVB — 100 " RVC — 100 " RVD — 100 " RVF — 100 " FINE — 500 "	051	71	02	CEYLON PRODUCE 500 Bags Desiccated Coconut Duty. Rs. Thirteen thousand eight hundred & eleven & cts. Sixty only. F.A.M. Rs. One hundred & eleven & cts. Sixty one only. Cesses. Rs. One hundred & seventy one & cts. Eighty nine only. Dues. Rs. Sixty Only. Total. Rs. Fourteen thousand one hundred & fifty five & cts. ten only. Duty secured as per app. No. 565 of 16/4/68	50,000 lbs. Cont. No. — 17907 — Valid Up To 31/5/68	U. S. A.	Rs. 47,955/- Per Ton.	@ Rs. 618/76	18,811	60					

(THIS SPACE TO BE LEFT BLANK FOR CUSTOMS PURPOSES)

Sailed on 22/4/68
(Sgd.) Illegibly.
20/5

Correct per Specification
Correctly Classified
F. O. B. Value Checked
Duty Checked
Dues Checked (Sgd.) Illegibly 30/5
Entered in Cash Book
Received Payment.....By Requisition
Warranted (Sgd.) Illegibly
Entry No. entered in Stock Book
Correct per Outward Content

17907	68-5-31
වෙත් එකක් රු. 618/76	
රු. 50,000	
68/5/22	(Sgd.) Illegibly

Duty.....Rs. 618/76 Per Ton.18,811.60.....
Cocoa Medical Aid Dues

Tea Medical Aid Dues

Rubber Medical Aid Dues

Tea Research Scheme Cess

Tea Propaganda Cess

Tea Restriction Scheme Cess

Rubber Research Scheme Cess

Rubber Control Cess.....

International Rubber Cess

Coconut Millers Aid CessRs. 5/- Per Ton111.61.....

Coconut Research Scheme CessRs. 7/- Per Ton156.25.....

Coconut Production Scheme Cess...../70 Per Ton15.64.....

Harbour Dues60.00.....

Freight payable on :—
Weights.

Total Cubical Measurement

Total Nett/Gross Weights
51,100 lbs.

VAVASSEUR TRADING CO., LTD.

Sgd. S. Rasanayagam

We hereby declare that we are the Exporters of the goods contained in this Entry and that the F. O. B. value stated in this entry and all the particulars entered herein are true and correct.

-/STM. Witness our hand at Colombo, this 19th day of May, 1968.

Signature of Exporter.

Export Entry No. 412 of Vavasaur Trading Co., Ltd.

EXPORT ENTRY

REQUISITION

Name and Address of Exporter: **VAVASSEUR TRADING CO., LTD. Colombo 1.**

EXPORTERS CODE NO. 858

IN THE VESSEL: s.s. "JEPPESEN MAERSK" of 16/4/68.....DATE.....FOR Halifax

NO. 412

Marks & Numbers	CLASSIFICATION			DESCRIPTION OF GOODS	Quantity	Final Destination	Value F. O. B.	Rate of Duty	Duty		HARBOUR DUES			REMARKS	
		Code No.							Rs.	Cts.	Dimensions or other Details	Rate	Amount Rs. Cts.		
JP — 55 Bags JJ — 100 „ Medium — 155 „	051	71	02	CEYLON PRODUCE 155 Bags Desiccated Coconut Cont. No. —18118 — Valid Up To 31/7/68 Duty. Rs. Four thousand three hundred & thirty seven & cts. Sixty only. F.A.M. Rs. Thirty four & cts. Sixty only. Cesses. Rs. Fifty three & cts. Twenty eight only. Dues. Rs. Eighteen & cts. Sixty only. Total Rs. Four thousand four hundred & thirty three & cts. Eight only. Duty Secured as per application No. 566 of 16/4/68 <u>Rs. 4,444.08</u> Sailed on 22/4/68 (Sgd.) Illegibly. 22/5	15,500 lbs.	U. S. A.	Rs. 15,035/-	626/85 Per Ton.	4,337	60	Under 200 lbs.	155x/12	18	60	

(THIS SPACE TO BE LEFT BLANK FOR CUSTOMS PURPOSES)

Correct per Specification	
Correctly Classified	
F. O. B. Value Checked	
Duty Checked	
Dues Checked (Sgd.) Illegibly.	18118 30-7-68
Entered in Cash Book (Sgd.) Illegibly.	Rs. 626/85 per ton.
Received Payment By Requisition.	
Warranted (Sgd.) Illegibly. 7/6/68	15,500 lbs. (Sgd.) Illegibly. 23/5/68
Entry No. entered in Stock Book.....	
Correct per Outward Content	

Duty.....Rs. 626/85 Per Ton	4,337.60.....
Cocoa Medical Aid Dues .....	.....
Tea Medical Aid Dues .....	.....
Rubber Medical Aid Dues .....	.....
Tea Research Scheme Cess .....	.....
Tea Propaganda Cess .....	.....
Tea Restriction Scheme Cess .....	.....
Rubber Research Scheme Cess.....	.....
Rubber Control Cess.....	.....
International Rubber Cess .....	.....
Coconut Millers Aid Cess.....Rs 5/- Per Ton.	34.60.....
Coconut Research Scheme Cess	Rs. 7/- Per Ton. ....48.44.....
Coconut Production Scheme Cess.....-/70 Per Ton.	4.84.....
Harbour Dues	18.60.....
	<u>Rs. 4,444.08</u>

Freight payable on :—
Weights.

Total Cubical Measurement

Total Gross Weights

15,810 lbs.

VAVASSEUR TRADING CO., LTD.

We hereby declare that we are the Exporters of the goods contained in this Entry and that the F. O. B. value stated in this entry and all the particulars entered herein are true and correct.

(Sgd.) Illegibly. 22/5

-/STM Witness our hand at Colombo, this day of 196 .

Signature of Exporter

Letter sent to Moller Steamship Company Inc.,
by The Maersk Co., Ltd.

R 107
Letter sent to
Moller Steamship
Company Inc.,
by The Maersk Co.,
Ltd.—
20-5-68

THE MAERSK COMPANY LIMITED.

(P4B)

3/6 BURY COURT,
ST. MARY AXE,
LONDON E. C. 3.

9/8/68
(Intld.) Illegible.

Directors :

¹⁰ M. M. MOLLER (*Danish*)
G. ANDERSEN (*Danish*)
A. J. KEEBLE, F.C.I.B. (*British*)
B. E. SARGEANT (*British*)
A. J. ROPER (*British*)

Telephone
Avenue 3311 and 6201
Telex : 28278

Telegrams
Overseas : MAERSK, LONDON, E. C. 3.
Inland : MAERSK, STOCK, LONDON.

JMa/KC

24 MAY 1968 20th May, 1968.

Moller Steamship Company Inc.,
67, Broad Street,
New York,
²⁰ New York 10004,
U.S.A.

Dear Sirs,

m.s. " JEPPESEN MAERSK " Voyage 41 FEH
Colombo/Halifax : BL/ 83
55 Bags Desiccated Coconut.

With reference to our letter of the 15th instant we would like to advise you that we have amended the marks and numbers on the delivery order issued in exchange of above Bill of Lading from reading :

to :—
³⁰

P I I FINE
P I I MEDIUM

having received Colombo Agents confirmation that the latter description should apply to this consignment.

We have requested Colombo to issue correction notice for Colombo/Halifax B/L 83.

Yours truly,
For and on behalf of THE MAERSK COMPANY LIMITED.

(Sgd.) B. E. SARGEANT,
Director.

⁴⁰ c.c. Halifax
Master (New York)
Colombo
Copenhagen.

R 108
Letter sent to
Moller Steamship
Company Inc., by
The Maersk Co.,
Ltd.—
21-5-68

R 108

Letter sent to Moller Steamship Company Inc.,
by The Maersk Co., Ltd. (P4A)

MAERSK LINE

Far East Oriental and Far East/West Africa/USA Services

9/8/68
(Intld.) Illegible

THE MAERSK COMPANY
LIMITED.

27 MAY, 1968

3/6, BURY COURT,
ST. MARY AXE,
LONDON E. C. 3.

10

Directors :

M. M. MOLLER (*Danish*)
A. J. KEEBLE, F.C.I.B. (*British*)
B. E. SARGEANT (*British*)
A. J. ROPER (*British*)

Telephone Avenue 3311
" 6201
Telex 28278

Telegrams

Overseas : MAERSKLINE, LONDON E.C.3
Inland : MAERSKLINE, STOCK, LONDON

JMa/KC

21st May, 1968.

Moller Steamship Company Inc.,
67, Broad Street,
New York,
New York, 10004,
U.S.A.

20

Dear Sirs,

m.s. " JEPPESEN MAERSK " Voyage 41 FEH
Colombo/Halifax : Bs/L 62/71, 81,

We confirm our yesterdays telex reading :

" 81080 JEPPESEN FORTYONE ISSUING DELIVERY ORDERS
IN EXCHANGE OF 2/3 ORIGINALS COLOMBO/HALIFAX BS⁸⁰
LADING 62/71, 81 AND LETTERS OF INDEMNITY FOR MISS-
ING 3RD ORIGINALS DISCHARGE PORT CHANGED TO NEW
YORK AND FREIGHT AMENDED ACCORDINGLY PLEASE
ADVISE HALIFAX STOP LETTER FOLLOWS. "

For your guidance we enclose copies of the delivery orders issued to
J. H. Vavasseur & Co., Ltd., London.

Above Bills of Lading together with Colombo/Halifax Bs/L 8/61, 72/80, 83 as mentioned in our letter dated the 15th instant cover the total shipment of Desiccated Coconut shipped on m.s. "JEPPESEN MAERSK" Voyage 41 FEH for account of J. H. Vavasseur & Co., Ltd.

R 108
Letter sent to
Moller Steamship
Company Inc.,
by The Maersk Co.,
Ltd.—
21-5-68
—Continued.

Yours truly,
For and on behalf of THE MAERSK COMPANY LIMITED.

(Sgd.) J. D. GRIFFIN.

c. c. Halifax
Master
10 Colombo
Copenhagen.

R 110

Cable sent by Maerskline, New York.

R 110
Cable sent by
Maerskline,
New York—
21-5-68

From : MAERSKLINE NEWYORK — Date : 21-5-1968

29 JEPPESEN FORTYONE DESICCATED COCONUT PLEASE
ADVISE TOTAL NUMBER BAGS DIVERTED TO NEWYORK
AND CONFIRM ALL GIVEN OPTIONAL STOWAGE.

(We certify that the above is a true copy)

For CARSON CUMBERBATCH & CO., LTD.

20

(Signed) S. W. AMARATUNGA

Agents — MAERSK LINE.

R 111

Cable sent to Maerskline, New York.

R 111
Cable sent to
Maerskline,
New York—
22-5-68

To : MAERSKLINE NEWYORK — Date : 22-5-1968.

37/29 JEPPESEN TOTAL SEVENFOURTWONINE BAGS
STOWED NEWYORK DISCHARGE.

(We certify that the above is a true copy)

For CARSON CUMBERBATCH & CO., LTD.

(Signed) S. W. AMARATUNGA

Agents — MAERSK LINE.

30

Export Entry No. 2587 of Vavasasseur Trading Co., Ltd.

EXPORT ENTRY

REQUISITION

Name and Address of Exporter: **VAVASSEUR TRADING CO., LTD. Colombo 1.**

R 115
Export Entry
No. 2587 of
Vavasasseur Trading
Co., Ltd.—
22-5-68

EXPORTERS CODE NO. 858

IN THE VESSEL: JEPPESEN MAERSK OF 16-4-68.....DATE.....FOR Halifax

NO. 2587

Marks & Numbers	CLASSIFICATION			DESCRIPTION OF GOODS	Quantity	Final Destination	Value F. O. B.	Rate of Duty	Duty		HARBOUR DUES			REMARKS	
		Code No.							Rs.	Cts.	Dimensions or other Details	Rate	Amount Rs. Cts.		
Marks as per reverse.	051	71	02	CEYLON PRODUCE 3375 Bags Desiccated Coconut Contract No. 18569 — 30,000 lbs. 30-7 18572 — 307,500 lbs. 30-6 337,500 Valid upto 30-7-68 Duty Rs. Ninety eight thousand one hundred and four and cents one only. F.A.M. Rs. Seven hundred and fifty three and cents thirty five only. Cesses Rs. One thousand one hundred and sixty and cents fifteen only. Dues Rs. Four hundred and five only. Total Rs. One hundred thousand four hundred and twenty two and cents fifty one only. Duty secured Appl. No. 596 of 17/4/68 Rs. 98,459.90 568 of 16/4/68 Rs. 8,926.47 Sailed on 22-4-68 Utilised Rs. 102,386.37 (Sgd.) Illegibly. 12/6 Rs. 100,422.51 Rs. 1,963.86	337,500 lbs.	CANADA	Rs. 323,040/-	@ Rs. 651/12	98,104	01	Under 200 lbs.	3375 x /12	405	00	

(THIS SPACE TO BE LEFT BLANK FOR CUSTOMS PURPOSES)

Duty.....Rs. 651/12 Per Ton. 98,104.01.....
Cocoa Medical Aid Dues
Tea Medical Aid Dues
Rubber Medical Aid Dues
Tea Research Scheme Cess
Tea Propaganda Cess
Tea Restriction Scheme Cess
Rubber Research Scheme Cess
Rubber Control Cess.....
International Rubber Cess
Coconut Millers Aid Cess753.85.....
Coconut Research Scheme Cess.....1,054.68.....
Coconut Production Scheme Cess.....105.47.....
Harbour Dues405.00.....

Rs. 100,422.51

Freight payable on :—
Weights.

Total Cubical Measurement

Total Gross Weights

VAVASSEUR TRADING CO., LTD.

We hereby declare that we are the Exporters of the goods contained in this Entry and that the F. O. B. value stated in this entry and all the particulars entered herein are true and correct.

/STM Witness our hand at Colombo, this 22nd day of May, 1968.

(Sgd.) Illegibly.

Signature of Exporter

Correct per Specification

Correctly Classified

F. O. B. Value Checked

Duty Checked

Dues Checked (Sgd.) Illegibly.

Entered in Cash Book (Sgd.) Illegibly.

Received Payment.....By Requisition.

Warranted (Sgd.) Illegibly. 26/6/68

Entry No. entered in Stock Book.....

Correct per Outward Content

18569 }
18572 } 30-6-68

Rs. 651/12 per ton.

{ 30,000 lbs.
{ 307,500 lbs. (Sgd.) Illegibly. 18/6/68

Marks :—

	A A V	—	100 bags	X X V	—	100 bags
	FINE			FINE		
	B B V	—	100 bags	Y Y V	—	100 bags
	FINE			FINE		
	C C V	—	100 bags	Z Z V	—	100 bags
	FINE			FINE		
	D D V	—	100 bags	A B V	—	100 bags
	FINE			FINE		
10	E E V	—	100 bags	A C V	—	100 bags
	FINE			FINE		
	F F V	—	100 bags	A D V	—	100 bags
	FINE			FINE		
	G G V	—	100 bags	A E V	—	100 bags
	FINE			FINE		
	H H V	—	100 bags	A F V	—	75 bags
	FINE			FINE		
	I I V	—	100 bags	R V R	—	100 bags
	FINE			FINE		
20	J J V	—	100 bags	R V S	—	100 bags
	FINE			FINE		
	K K V	—	100 bags	R V T	—	100 bags
	FINE			FINE		
	L L V	—	100 bags			
	FINE					
	M M V	—	100 bags			
	FINE					
	N N V	—	100 bags			
	FINE					
	O O V	—	100 bags			
30	FINE					
	P P V	—	100 bags			
	FINE					
	Q Q V	—	100 bags			
	FINE					
	R R V	—	100 bags			
	FINE					
	S S V	—	100 bags			
	FINE					
	T T V	—	100 bags			
40	FINE					
	U U V	—	100 bags			
	FINE					
	V V V	—	100 bags			
	FINE					
	W W V	—	100 bags			
	FINE					
			2,300 bags			

R 115
Export Entry
No. 2587 of
Vavasseur Trading
Co., Ltd.,—
22-5-68.
—Continued.

3,375 bags

R 109
Letter sent to
Moller Steamship
Company Inc., by
The Maersk Co.,
Ltd.—
29-5-68.

R 109

Letter sent to Moller Steamship Company Inc.,
by The Maersk Co., Ltd. (P4)

THE MAERSK COMPANY LIMITED

Directors : 3/6 BURY COURT 9/8/68
M. M. MOLLER (*Danish*) ST. MARY AXE, (Intld.) Illegible
G. ANDERSEN (*Danish*) LONDON E. C. 3.
A. J. KEEBLE, F.C.I.B. (*British*) *Telephone*
B. E. SARGEANT (*British*) Avenue 3311 and 6201 ¹⁰
A. J. ROPER (*British*) Telex. 28278
JMa/JG *Telegrams*
Overseas : MAERSK, LONDON E.C. 3.
Inland : MAERSK, STOCK, LONDON

29th May, 1968.

4-JUN-1968

Moller Steamship Company Inc.,
67, Broad Street,
New York,
New York, 10004,
U.S.A.

20

Dear Sirs,

m.s. " JEPPESEN MAERSK " Voy, 41 FEH
Colombo/Halifax : BS/L 8/61, 62/71, 72/80, 81, 83

Further to our letters of the 15th and 21st instant please note that we have now received from J. H. Vavasseur & Co., Ltd., London the 3rd originals of above Bills of Lading having returned to them their letters of indemnity.

Yours faithfully,
For and on behalf of THE MAERSK COMPANY LIMITED. ³⁰

(Sgd.) B. E. SARGEANT,
Director.

c.c. Halifax
Master (New York)
Colombo
Copenhagen.

R 118

**Letter sent to the Landing Surveyor,
H.M. Customs (Exports) Colombo
by Vavasasseur Trading Co., Ltd.**

R 118
Letter sent to the
Landing Surveyor,
H. M. Customs
(Exports) Colombo
by Vavasasseur
Trading Co.,
Ltd.—
5-8-68.

VAVASSEUR TRADING CO., LTD.

Telegrams : VAVASSEUR, COLOMBO
Telephone : 4381 — 4384

G. P. O. Box 163,
51/53, Queen Street,
Colombo 1.
CEYLON.

5th August, 1968.

10

(Intld) : Illegible.

The Landing Surveyor,
H. M. Customs (Exports),
COLOMBO.

Dear Sir,

	“ Johannes Maersk ”	of 15/4/68	Export Entry No.	410	of 4-6-68
			”	”	” 1955 ” 25-5-68
			”	”	” 411 ” 6-6-68
			”	”	” 111 ” 4-6-68
20	“ Jeppesen Maersk ”	” 16/4/68	”	”	” 110 ” 4-6-68
			”	”	” 394 ” 6-6-68
			”	”	” 412 ” 6-6-68
	“ Fernwave ”	” 3/5/68	”	”	” 1975 ” 19-6-68

We write to inform you that in the above Export Entries which we passed through Customs we have given the correct destination, *viz.* Halifax against the name of the vessel but the Final Destinations have been stated as “ U. S. A. ” instead of “ CANADA ” due to an oversight, as those entries were all prepared seen after the strike of Mercantile Clerks was over and there was a rush to finalise these applications in order to avoid the stoppage
30 of the facility of using the Customs Current Account.

The goods were manifested and Bills of Lading obtained for Canada.

We should, therefore, be grateful if the Final Destination in these entries are altered to read “ CANADA. ”

Any inconvenience caused in this connection is regretted.

Yours faithfully,
VAVASSEUR TRADING CO., LTD.

(Sgd.) RASANAYAGAM,
5/8.

R 116

R 116
 Letter sent to the
 Commissioner of
 Customs, Washing-
 ton by the First
 Secretary to the
 Ambassador of
 Ceylon in U.S.A.—
 12-9-68.

**Letter sent to the Commissioner of Customs, Washington
 by the First Secretary to the Ambassador of Ceylon in U.S.A.**

COM/C/2/1.

CONFIDENTIAL

September 12, 1968.

The Commissioner of Customs,
 2100 K. Street, N.W.
 Washington, D.C.

Dear Sir,

10

The Government of Ceylon is carrying out an investigation into shipments of desiccated coconut to the United States by Messrs. Vavasour Trading Company of Ceylon and in this connection desires to obtain certificates of discharge of cargo and quantities from the following vessels :—

- “EGDA” sailed Colombo 16 June 1968 with 581,000 lbs. desiccated coconut.
- “HELLANIC SPIRIT” sailed Colombo 21 January 1968 with 169,700 lbs.
- “FERNBROOK” sailed 7 June 1968 with 165,000 lbs.
- “FERNWARE” sailed Colombo 6 May 1968 with 427,000 lbs.
- “JEPPESEN MAERSK” sailed Colombo 18 December 1967 with 75,000 lbs. 20
- “NICOLINE MAERSK” sailed Colombo 30 December 1967 with 105,000 lbs.
- “LEDA MAERSK” sailed 16 March 1968 with 499,900 lbs.
- “FERN MOOR” sailed 7 August 1968 with 328,500 lbs.
- “JEPPESEN MAERSK” sailed 23 April 1968 with 742,900 lbs.
- “JOHANNES MAERSK” sailed 6 April 1968 with 504,400 lbs.

This Embassy has contacted the US Food and Drug Administration in New York regarding these certificates and has been informed that if New York Customs would release the customs manifests relating to these shipments to them they would screen them for the particular information 30 required by the Government of Ceylon.

I shall be very grateful if you would issue the necessary instructions to the New York Customs for the release of the manifests referred to above. I would like to emphasise that the Government of Ceylon considers this information absolutely essential for its investigations and stresses that it will be grateful if the said information can be received at the earliest possible date.

Further, the Government of Ceylon has informed me that the information in respect of the vessels s.s. “Leda Maersk” “Jeppesen Maersk” and “Johannes Maersk” is required most urgently. I shall therefore be grate- 40 ful if this request is processed immediately and the information forwarded without any delay.

The Government of Ceylon also requests that the Customs authorities in New York keep in safe custody all documents in respect of the above-named vessels pending the completion of its investigations. I shall be grateful therefore if you could make suitable arrangements to comply with this request of the Government of Ceylon.

R 116
Letter sent to the
Commissioner of
Customs, Washing-
ton by the First
Secretary to the
Ambassador of
Ceylon in U.S.A.—
12-9-68.
—Continued.

I shall be grateful to receive an early reply.

Yours sincerely,

A. T. JAYAKODDY

First Secretary

for Ambassador of Ceylon to the U.S.A.

10

True copy of letter received from the Ceylon Embassy at Washington.

(Sgd.) R. R. KITULEGODA,
I.P., C.I.D.

“ A ”
Letter sent to D. L.
Jayawardane and
three others by
V. P. Silva—
17-9-68.

“ A ”

Letter sent to D. L. Jayawardane and three others
by V. P. Silva

BY HAND

Exports Office,
CUSTOM HOUSE.

My No.

20

CUSTOMS DEPARTMENT

Your No.

Colombo, 17th September, 1968.

1. N. U. JAYAWARDENE, ESQ.,
Managing Director,
Vavasseur Trading Co., Ltd.
2. D. L. JAYAWARDANE, ESQ.,
Director,
Vavasseur Trading Co., Ltd.
3. M. THYAGARAJAH, ESQ.,
Director,
Vavasseur Trading Co., Ltd.
4. S. RASANAYAGAM, ESQ.,
Office Manager,
Vavasseur Trading Co., Ltd.

30

" A " **Gentlemen,**
 Letter sent to D. L. Jayawardane and three others by V. P. Silva—
 17-9-68
 —Continued.

Shipments of D.C. Nuts

An Inquiry will be conducted by me in my office commencing at 9-30 a.m. on 23rd and 24th September, 1968 in regard to the following shipments of Desiccated coconuts effected by your establishment in contravention of Sections 58, 57 and 130 of the Customs Ordinance, Chap. (235) read with the Coconut Products Ordinance, (Chap. 160).

(i) " Jeppessen Maersk " sailed 22-4-68	742, 900 lbs. D.C. Nuts valued at	Rs. 713,553/00	
(ii) " Johannes Maersk " sailed 5-4-68	504,400 lbs. D.C. Nuts valued at	Rs. 483,780/48	10
(iii) " Leda Maersk " sailed 14-3-68	499,900 lbs. D.C. Nuts valued at	Rs. 472,835/75	

as persons being concerned in the exportation of the above shipments of Desiccated Coconuts contrary to restriction, in that the above Desiccated Coconuts were shipped to the Port of New York, instead of the Port of Halifax as stated in your application in respect of each consignment. You are requested to be present at this inquiry and show cause, as to why I should not proceed to make order of forfeiture of three times the value of the said Desiccated Coconuts in each case, on each of you, in terms of Section 20 130 of the Customs Ordinance, Chap. 235.

Yours faithfully,

(Sgd.) V. P. SILVA,
*Landing Surveyor and
 Asst. Collector of Customs*

R 119
 Order of V.P. Silva,
 Landing Surveyor
 and Assistant
 Collector of
 Customs—
 29-9-68.

R 119

Order of V. P. Silva, Landing Surveyor and Assistant Collector of Customs

ORDER

I have carefully considered the evidence that was led before me at this inquiry, and I hold that Mr. D. L. Jayawardane, is guilty of the charges made against him and conveyed to him by my notice No. EXP. 470 of 17-9-68.

I elect in terms of Section 130 of the Customs Ordinance (Cap. 235) to impose a forfeiture of three times the value of the goods in question.

<i>viz</i> : (a) " Jeppessen Maersk "	Rs. 2,140,659·00
(b) " Johannes Maersk "	Rs. 1,451,340·00
(c) " Leda Maersk "	Rs. 1,418,505·00

amounting to a total of Rs. 5,010,504·00 (Rupees Five Million ten thousand five hundred and four).

(Sgd.) V. P. SILVA,
*Landing Surveyor and
 Asst. Collector of Customs*

29th September, 1968.

Letter sent to D. L. Jayawardane by V. P. Silva

CUSTOM HOUSE,
 Colombo, 30th September, 1968.

My No : EXP. 470

Your No :

CUSTOMS DEPARTMENT

D. L. Jayawardane, Esq.,
 Director,
¹⁰ Vavasseur Trading Co., Ltd.,
 Colombo - 1.

Dear Sir,

Shipments of D.C. Nuts

I have carefully considered the evidence that was led before me at this inquiry, and I hold that Mr. D. L. Jayawardane, is guilty of the charges made against him and conveyed to him by my notice No. EXP. 470 of 17-9-68.

I elect in terms of Section 130 of the Customs Ordinance (Cap. 235) to impose a forfeiture of three times the value of the goods in question.

	<i>viz</i> : (a) " Jeppessen Maersk "	...	...	Rs. 2,140,659·00
²⁰	(b) " Johannes Maersk "	...	...	Rs. 1,451,340·00
	(c) " Leda Maersk "	...	...	Rs. 1,418,505·00

amounting to a total of Rs. 5,010,504·00 (Rupees Five Million ten thousand five hundred and four).

Yours faithfully,

(Sgd.) V. P. SILVA,
*Landing Surveyor and
 Asst. Collector of Customs.*

R 117

R 117
 Letter sent to
 First Secretary to
 the Ambassador of
 Ceylon in U. S. A.
 by the Regional
 Commissioner of
 Customs, New
 York—
 2-10-68

Letter sent to First Secretary to the Ambassador of Ceylon
 in U. S. A. by the Regional Commissioner of Customs,
 New York.

TREASURY DEPARTMENT
 BUREAU OF CUSTOMS

Region II

NEW YORK, N.Y.

October 2, 1968.

REFER TO
 CAR : 137
 TF : jm

10

Mr. A. T. Jayakoddy,
 First Secretary for
 Ambassador of Ceylon to the U.S.A.,
 2148 Wyoming Avenue, N.W.
 Washington, D.C. 20008.

Dear Sir,

The office of the Regional Commissioner, Region II, has been instructed by the Bureau of Customs, Washington, D.C., to furnish your embassy with ²⁰ all the pertinent information requested by you in your letter to the Commissioner of Customs, Washington, D.C., dated September 12, 1968.

The following is a recapitulation of the quantities of desiccated coconut discharged at the Port of N.Y. from the vessels enumerated in your letter of September 12, 1968 :

<i>Vessel</i>	<i>Date Arrived</i>	<i>Quantity Manifested</i>	<i>Quantity Landed</i>
Jeppesen Maersk	1/23/68	750 bags desiccated coconut	750 bags
Nicoline Maersk	2/ 4/68	1,050	1,050 "
Hellenic Spirit	3/ 6/68	1,700	1,700 "
Leda Maersk	4/18/68	4,999	4,999 "
Johannes Maersk	5/ 8/68	5,044	5,044 "
Jeppesen Maersk	5/28/68	7,393	7,393 "
Fernwave	6/ 9/68	4,274	4,274 "
Fernwave	6/ 9/68	865	Manifested not found
Fernbrook	7/ 7/68	1,650	1,650 bags
Egda	7/16/68	5,811	5,811 "
Fern Moor	9/10/68	3,285	3,285 "

The manifested weights indicated that each bag was manifested at 100 lbs. net.

40

All necessary documents for the discharge and delivery of the cargoes of the above vessels are combined with the inward foreign manifest and retained in the Records Division of the Custom House for a period of at least two years and then forwarded to a central records section.

R 117
Letter sent to
First Secretary
to the Ambassador
of Ceylon in U.S.A.
by the Regional
Commissioner of
Customs, New
York—
2-10-68.
—Continued.

Sincerely yours,

(Sgd.) MICHAEL STRAMIELLO, JR.
Regional Commissioner of Customs.

By :— W. I. McCULLOUGH, JR.
*Assistant Regional Commissioner,
Office of Inspection and Control*

10

True copy, the original of which is in my custody.

(Sgd.) R. R. KITULEGODA,
I. P., C. I. D.

“ C ”

“ C ”
Letter sent to
D. L. Jayawardane
by V. P. Silva —
4-10-68.

Letter sent to D. L. Jayawardane by V. P. Silva

CUSTOM HOUSE

My No : EXP/470.

CUSTOMS DEPARTMENT

Your No :

4th October, 1968.

20

BY HAND

D. L. Jayawardane Esqr.,
Director,
Vavasseur Trading Co., Ltd.,
COLOMBO 1.

Dear Sir,

Shipment of D.C. Nuts

I refer you to my Order conveyed by my letter of even reference dated 30th September, 1968.

I hereby require you to pay the forfeitures totalling to Rs. 5,010,504.00
³⁰ (Rupees Five Million Ten Thousand Five Hundred and Four) within two weeks of receipt of this letter.

Yours faithfully,

V. P. SILVA,
*Landing Surveyor and
Asst. Collector of Customs.*

R 120
Notice of Action
under Section 461
of the Civil
Procedure Code
given to the
Attorney-General
by M/s. Julius &
Creasy on
behalf of D. L.
Jayawardane—
26-10-68.

**Notice of Action under Section 461 of the Civil Procedure Code
given to the Attorney-General by M/s. Julius & Creasy
on behalf of D. L. Jayawardane**

JULIUS & CREASY
*Solicitors, Proctors,
Notaries Public.*

**HONGKONG & SHANGHAI BANK
BUILDING,
P. O. Box No. 154,
Colombo,
Ceylon.**

26th October, 1968.

10

Our Ref : NT/1242

THE ATTORNEY-GENERAL,
Colombo.

Dear Sir,

**Notice of Action under Section 461 of the
Civil Procedure Code (Cap. 86)**

TAKE NOTICE that we JAMES ARELUPAR NAIDOO, ALEXANDER RICHARD NEVILLE DE FONSEKA, LENA CHARLOTTE FERNANDO, REGINALD FREDERICK MIRANDO, FRANCIS LUKE THEODORE MARTYN, PERCY SELVADURAI THAMBYAH and DAVID ERNEST MARTENSZ, Proctors of the Honour-²⁰ able the Supreme Court of the Island of Ceylon, carrying on business in partnership under the name and style of JULIUS & CREASY and their assistants REX HERBERT SEBASTIAN PHILIPS, JOHN AJASATH RANCOTH WEERASINGHE, BERTRAM MANSON AMARASEKERA, GERALD EBENEZER ABEYNAIKE, JUSTIN MERVYN CANAGARETNA, NADARASA RATHINASAPATHY, RAJARATNAM SENATHI RAJAH, SARAVANAMUTTU KUGAPERUMAL, HERMON ANNESLEY FERNANDO, PRASANNA STANISLAUS GOONEWARDENE, NIHAL HUBERT GUNARATNA, SRIYANTHA GILBERT SENARATNA and JAYANTA MOOTATAMBY SWAMINATHAN have been instructed and intend to institute an action on behalf of our client, DON LEONARD JAYAWARDANE "The Anchor", Kandana as³⁰ Plaintiff, against you, as representing the Crown, for and upon every cause of action which arose in Colombo within the local limits of the jurisdiction of the District Court of Colombo, namely, in respect of and against the wrongful and illegal and/or unlawful and/or void —

- (a) finding that the said Don Leonard Jayawardane was guilty of the charges contained in a letter dated 17th September 1968, sent by one V. P. Silva, Asst. Collector of Customs (annexed hereto marked 'A') and
- (b) forfeiture, ordered and imposed by the said V. P. Silva, purporting to act under Section 130 of the Customs Ordinance, by his letter⁴⁰ dated 30th September 1968 (annexed hereto marked 'B')

and demanded from our client by letter dated 4th October 1968 (annexed hereto marked 'C'). Our client challenges the validity of the said finding and forfeiture and states that he is not liable to pay the said forfeiture and is entitled to have the said finding declared null and void. Our client further states that the said finding and forfeiture was one which the said V. P. Silva had no jurisdiction to arrive at or impose and/or that the said V. P. Silva acted in excess of his jurisdiction in arriving at the said finding and imposing the said forfeiture. Our client further states that the said V. P. Silva —

R 120
Notice of Action under Section 461 of the Civil Procedure Code given to the Attorney-General by M/s. Julius & Creasy on behalf of D.L. Jayawardane—
26-10-68.
—Continued.

- 10
- (a) acted contrary to the provisions of the law, in particular the Customs Ordinance and the Coconut Products Ordinance
 - (b) acted in contravention of the principles of natural justice
 - (c) exercised or purported to exercise judicial power in pretended pursuance of the Customs Ordinance in contravention of the Ceylon (Constitution) Order in Council of 1946
 - (d) abused and/or used the powers vested in him for an improper purpose
 - (e) arrived at a grossly unreasonable and/or unsupportable finding and/or order of forfeiture.

The reliefs claimed by our client are for judgment as follows :—

- 20
- (a) for a declaration that the decision and/or order of the said V. P. Silva set out in his letter dated 30th September 1968 (marked 'B') finding that the plaintiff is guilty of a charge under Section 130 of the Customs Ordinance and imposing a forfeiture of Rs. 5,010,504/- on the plaintiff is null and void and of no effect in law ;
 - (b) for a declaration that the Plaintiff is not liable in law to pay the said sum of Rs. 5,010,504/- to the said V. P. Silva or to the Crown in terms of the aforesaid order dated 30th September 1968 (marked 'B');
- 30
- (c) for a declaration that the acts of the said V. P. Silva in conducting the said Inquiry and/or in arriving at the said decision and/or in imposing the said forfeiture amounted to an exercise of judicial power and that such acts are void and illegal inasmuch as the said V. P. Silva has not been appointed by the Judicial Service Commission in terms of Section 55 of the Constitution Order in Council ;
 - (d) for costs and for such other and further relief as the Court shall deem meet.

A copy of the draft plaint is annexed hereto marked 'D' setting out the cause of action and the relief prayed for in full.

Please treat the annexures 'A' to 'D' as part and parcel of this notice.

40

Yours faithfully,

(Sgd.) JULIUS & CREASY.

' A '

R 120
 Notice of Action
 under Section 461 of
 the Civil Procedure
 Code given to the
 Attorney-General
 by M/s. Julius &
 Creasy on behalf
 of D. L.
 Jayawardane—
 26-10-68.
 —Continued.

BY HAND

EXPORTS OFFICE
 CUSTOM HOUSE

My No.

CUSTOMS DEPARTMENT

Your No.

Colombo, 17th September, 1968.

Annex marked
 " A "
 Letter sent to D. L.
 Jayawardane and
 three others by
 V. P. Silva—
 17-9-68

1. N. U. JAYAWARDENE ESQ.,
 Managing Director,
 Vavasasseur Trading Co., Ltd.
2. D. L. JAYAWARDANE ESQ.,
 Director,
 Vavasasseur Trading Co., Ltd.
3. M. THYAGARAJAH ESQ.,
 Director,
 Vavasasseur Trading Co., Ltd.
4. S. RASANAYAGAM ESQ.,
 Office Manager,
 Vavasasseur Trading Co., Ltd.

10

Gentlemen,

20

Shipments of D.C. Nuts

An inquiry will be conducted by me in my office commencing at 9-30 a.m. on 23rd and 24th September, 1968, in regard to the following shipments of Desiccated coconuts effected by your establishment in contravention of Sections 58, 57 and 130 of the Customs Ordinance, Chap. (235) read with the Coconut Products Ordinance, (Chap. 160).

- | | | | |
|-----------------------------------|---------|-----|--------------------------|
| (i) "Jeppesen Maersk" sailed | 22-4-68 | | |
| 742,900 lbs. D. C. Nuts valued at | | Rs. | 713,553/00 |
| (ii) "Johannes Maersk" sailed | 5-4-68 | | |
| 504,400 lbs. D. C. Nuts valued at | | Rs. | 483,780/48 ³⁰ |
| (iii) "Leda Maersk" sailed | 14-3-68 | | |
| 499,900 lbs. D. C. Nuts valued at | | Rs. | 472,835/75 |

as persons being concerned in the exportation of the above shipments of Desiccated Coconuts contrary to restriction, in that the above Desiccated Coconuts were shipped to the Port of New York, instead of the Port of Halifax as stated in your application in respect of each consignment. You are requested to be present at this inquiry and show cause, as to why I should not proceed to make order of forfeiture of three times the value of the said Desiccated Coconuts in each case, on each of you, in terms of Section 130 of the Customs Ordinance Chap. 235.

40

Yours faithfully,

V. P. Silva,
 Landing Surveyor and Asst.
 Collector of Customs.

' B '

My No. EXP. 470.

Your No.

CUSTOM HOUSE
Colombo, 30th September, 1968.

R 120
Notice of Action
under Section 461 of
the Civil Procedure
Code given to the
Attorney-General
by M/s. Julius &
Creasy on behalf
of D. L.
Jayawardane—
26-10-68
—Continued.

CUSTOMS DEPARTMENT

—
Annex marked
" B "
Letter sent to D. L.
Jayawardane by
V. P. Silva—
30-9-68

D. L. JAYAWARDANE, ESQ.,
Director,
Vavasseur Trading Co., Ltd.,
Colombo -1.

¹⁰ Dear Sir,

Shipments of D. C. Nuts.

I have carefully considered the evidence that was led before me at this inquiry, and I hold that Mr. D. L. Jayawardane is guilty of the charges made against him and conveyed to him by my notice No. EXP. 470 of 17-9-68.

I elect in terms of Section 130 of the Customs Ordinance (Cap. 235) to impose a forfeiture of three times the value of the goods in question.

<i>viz</i> :	(a)	' Jeppessen Maersk '	Rs. 2,140,659·00
	(b)	' Johannes Maersk '	Rs. 1,451,340·00
	(c)	' Leda Maersk '	Rs. 1,418,505·00

²⁰ amounting to a total of Rs. 5,010,504·00 (Rupees Five Million ten thousand five hundred and four).

Yours faithfully,

(Sgd.) V. P. SILVA,
*Landing Surveyor and Asst. Collector
of Customs.*

' C '

R 120
 Notice of Action
 under Section 461 of
 the Civil Procedure
 Code given to the
 Attorney-General
 by M/s. Julius &
 Creasy on behalf
 of D. L.
 Jayawardane—
 26-10-68.
 —Continued.

CUSTOM HOUSE

4th October, 1968.

Annex marked
 " C "
 Letter sent to
 D. L. Jayawardane
 by V. P. Silva—
 4-10-68

CUSTOMS DEPARTMENT

My No : EXP/470

Your No.

BY HAND

D. L. JAYAWARDANE, Esq.,
 Director,
 Vavasseur Trading Co., Ltd.,
 Colombo 1.

10

Dear Sir,

Shipment of D. C. Nuts.

I refer you to my Order conveyed by my letter of even reference dated 30th September, 1968.

I hereby require you to pay the forfeitures totalling to Rs. 5,010,504.00 (Rupees Five Million Ten Thousand Five Hundred and Four) within two weeks of receipt of this letter.

Yours faithfully,

V. P. SILVA,
*Landing Surveyor and Asst. Collector
 of Customs.*

20

' D '

IN THE DISTRICT COURT OF COLOMBO

D. L. JAYAWARDANE of "The Anchor" Kandana.

No.

Class :

Value :

Procedure : Regular

Vs.

THE ATTORNEY-GENERAL, Hulftsdorp, Colombo.

*Plaintiff.**Defendant.*

R 120
 Notice of Action
 under Section 461 of
 the Civil Procedure
 Code given to the
 Attorney-General
 by M/s. Julius &
 Creasy on behalf
 of D. L.
 Jayawardane—
 26-10-68.
 —Continued.

—
 Annex marked
 "D"
 Draft-Plaint—

¹⁰ On this day of October, 1968.

The plaintiff of the plaintiff abovenamed appearing by JAMES ARELUPAR NAIDOO, ALEXANDER RICHARD NEVILLE DE FONSEKA, LENA CHARLOTTE FERNANDO, REGINALD FREDERICK MIRANDO, FRANCIS LUKE THEODORE MARTYN, PERCY SELVADURAI THAMBYAH and DAVID ERNEST MARTENSZ, Proctors of the Honourable the Supreme Court of the Island of Ceylon, carrying on business in partnership under the name and style of JULIUS & CREASY and their assistants REX HERBERT SEBASTIAN PHILLIPS, JOHN AJASATH RANCOTH WEERASINGHE, BERTRAM MANSON AMARASEKERA, GERALD EBENEZER ABEYNAIKE, JUSTIN MERVYN CANAGARETNA, NADARASA²⁰ RATHINASAPATHY, RAJARATNAM SENATHI RAJAH, SARAVANAMUTTU KUGAPERUMAL, HERMON ANNESLEY FERNANDO, PRASANNA STANISLAUS GOONEWARDENE, NIHAL HUBERT GUNARATNA, SRIYANTHA GILBERT SENARATNA and JAYANTHA MOOTATAMBY SWAMINATHAN his Proctors states as follows :—

1. The Plaintiff resides at the address abovementioned within the jurisdiction of this Court and is and was at all times material the Director of the firm named Vavasseur Trading Company Limited. The said Vavasseur Trading Company Ltd. has its registered office at 51-53, Queen Street, Colombo 1, and carries on the business, *inter alia*, of exporting Desiccated Coconut and other Coconut Products.

³⁰ 2. The defendant is the Attorney-General of Ceylon and is the person whom the plaintiff is entitled to sue in this action as representing the Crown.

The defendant resides within the local limits of the jurisdiction of this Court.

3. The cause of action hereinafter set forth arose in Colombo within the local limits of the jurisdiction of this Court.

4. By a letter dated 17th September 1968 (a true copy of which is annexed herewith marked 'A') purported to have been signed by a certain V. P. Silva who is described in the said document as a Landing Surveyor and/or Assistant Collector of Customs and who purported to act on behalf⁴⁰ of the Principal Collector of Customs and/or the Crown the plaintiff abovenamed (amongst others) was informed as follows;—

Shipments of D. C. Nuts.

R 120
 Notice of Action
 under Section 461 of
 the Civil Procedure
 Code given to the
 Attorney-General
 by M/s. Julius &
 Creasy on behalf
 of D. L.
 Jayawardane—
 26-8-68

—Continued.

Annex marked
 "D"

Draft-Plaint—
 —Continued.

" An Inquiry will be conducted by me in my office commencing at 9-30 a.m. on 23rd and 24th September 1968 in regard to the following shipments of Desiccated Coconuts effected by your establishment in contravention of Sections 58, 57 and 130 of the Customs Ordinance Chap. (235) read with the Coconut Products Ordinance, (Chap. 160).

(i)	" Jeppessen Maersk "	sailed 22-4-68		
	742,900 lbs. D. C. Nuts valued at		Rs.	713,553/00
(ii)	" Johannes Maersk "	sailed 5-4-68		
	504,400 lbs. D. C. Nuts valued at		Rs.	483,780/48 ¹⁰
(iii)	" Leda Maersk "	sailed 14-3-68		
	499,900 lbs. D. C. Nuts valued at		Rs.	472,835/75

as persons being concerned in the exportation of the above shipments of Desiccated Coconuts contrary to restriction, in that the above Desiccated Coconuts were shipped to the Port of New York, instead of the Port of Halifax as stated in your application in respect of each consignment. You are requested to be present at this inquiry and show cause, as to why I should not proceed to make order of forfeiture of three times the value of the said Desiccated Coconuts in each case, on each of you, in terms of Section 130 of the Customs Ordinance, ²⁰ Chap. 235. "

5. The inquiry was eventually held on 25th, 26th and 27th September 1968, by the aforesaid V. P. Silva purporting to act on behalf of the Crown, in pursuance of statutory powers alleged to be vested in him. At the said Inquiry the plaintiff was informed by the aforesaid V. P. Silva that the " Application " referred to in Document ' A ' was the Intend-to-Ship Applications made by Vavasseur Trading Co., Ltd., under Section 58 of the Customs Ordinance and the plaintiff was questioned on oath and several documents were put to the plaintiff and marked as part of the record. The Customs authorities called one witness, S. Amaratunge of Carson Cumber- ³⁰ batch & Co., Ltd., and the plaintiff gave evidence on his behalf. All the documents marked at the said Inquiry are in the custody of the Customs.

6. By a letter dated 30th September 1968 (a true copy of which is annexed hereto marked ' B ') the aforesaid V. P. Silva informed the plaintiff that he had carefully considered the evidence that had been led before him at the Inquiry and that he held that the plaintiff was guilty of the charges contained in the said letter dated 17th September 1968, (annexure ' A ') and that he elected in terms of Section 130 of the Customs Ordinance to impose a forfeiture on the plaintiff of three times the value of each of the consignments of Desiccated Coconut in question, amounting to a total of ⁴⁰ Rs. 5,010,504/-.

7. By a letter dated 4th October 1968 (a true copy of which is annexed hereto marked ' C ') the aforesaid V. P. Silva required the plaintiff to pay the aforesaid forfeiture totalling Rs. 5,010,504/- within two weeks ' therefrom.

8. The decision and/or order of the said V. P. Silva contained in the said letter marked ' B ' is a finding that is wholly unsupported by the evidence led before the said V. P. Silva and /or is a wholly unreasonable finding on the said evidence and is accordingly erroneous in law.

R 120
Notice of Action
under Section 461 of
the Civil Procedure
Code given to the
Attorney-General
by M/s. Julius &
Creasy on behalf
of D. L.
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26-10-68
—Continued.

9. (a) The plaintiff denies the said charges and states that the said consignments of Desiccated Coconut had been sold by Vavas seur Trading Co., Ltd., of Colombo to an English buyer, J. H. Vavas seur & Co., Ltd., of London, England, and that Vavas seur Trading Company Limited had obtained the requisite export licences under the provisions of the Coconut Products Ordinance for the export of the said consignments and had placed the said goods on board the vessels referred to in Document ' A ' and had duly obtained Bills of Lading from the agents of the owners of the said vessels, (Carson Cumberbatch & Co., Ltd., of Colombo) who undertook to carry the said goods from Colombo and to have the same discharged at Halifax subject to the terms and conditions contained in the said Bills of Lading *inter alia*, that freight was payable at destination. The plaintiff states that the property in the said consignments of Desiccated Coconut passed to the aforesaid buyer, and the aforesaid buyer was at all times material the owner of the said consignments of Desiccated Coconut.

Annex marked
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—Continued

20 (b) The plaintiff states that Vavas seur Trading Co., Ltd., of Colombo, duly endorsed the said Bills of Lading and had the same delivered to the aforesaid buyers and the aforesaid buyers became bona fide holders for value of the said Bills of Lading.

(c) The plaintiff states that Vavas seur Trading Co., Ltd., had the aforementioned export licences with them at the time of shipment of the aforesaid consignments of Desiccated Coconut and had duly submitted the same to the Customs authorities.

In the premises the plaintiff states that there was no exportation by the plaintiff in respect of the said consignments of Desiccated Coconut contrary to any restrictions imposed by law and/or contrary to the provisions of the Customs Ordinance.

10. The plaintiff states that Vavas seur Trading Co., Ltd., had export licences for the export of the consignments of the Desiccated Coconut in question as hereinbefore stated. The plaintiff states that even if the said consignments of Desiccated Coconut eventually reached New York, at the time of exportation of the said consignments there was no contravention by the plaintiff or by Vavas seur Trading Co., Ltd., of any restriction upon the exportation of Desiccated Coconut, and accordingly there was no violation by the plaintiff of Section 130 of the Customs Ordinance.

40 11. The said licences were substantially in the following form :

" Valid for fourteen days from the date of issue :

The Coconut Products Ordinance No. 13 of 1935.

DESICCATED COCONUT GENERAL EXPORT LICENCE

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Not Transferable/Not Negotiable
 Mr/Messrs : Vavasseur Trading Co., Ltd.
 of : Colombo is/are hereby permitted to export
 per s.s.to Halifax
 lbs. (in words)
 of DESICCATED COCONUT as specified hereunder :—
 cases of.....lbs each (nett) =
 (Fine)
 cases of.....lbs each (nett) = 10
 (Medium/Fancy)
paper bags of.....lbs each (nett) =
 (Fine)
paper bags of.....lbs each (nett) =
 (Medium/Fancy)

Manager, Ceylon Coconut Board,

Date of Issue :

The plaintiff states that even if the said consignments of Desiccated Coconut eventually reached New York, there was no export contravening the provisions of the Coconut Products Ordinance or an export contrary to the provisions of the Customs Ordinance, in that the intended place of destination and/or discharge of the said consignments of Desiccated Coconut, appearing on the said export licences, (a) are not conditions or restrictions of the said licences, and/or (b) even if there were such conditions or restrictions, they are invalid and/or unlawful and/or of no force or effect in law. 20

The plaintiff further states that the said export licences themselves do not contain any prohibition or restriction against the goods in question being sent to the U.S.A. or to any other part of the world.

12. The plaintiff states that the said V. P. Silva, in holding that the specified consignments of Desiccated Coconut were shipped to the Port of New York instead of the Port of Halifax as stated in the Intend-to-Ship Applications made by Vavasseur Trading Co., Ltd., had erred in law in deciding upon such a determination that the plaintiff was guilty of a charge under Section 130 of the Customs Ordinance. The plaintiff states that the said V. P. Silva in arriving at such a decision acted in abuse and in excess of whatever jurisdiction, if any, he had in this connection. 30

13. The plaintiff states that the charges contained in the letter dated 17th September 1968, (marked 'A') even if proved do not entail liability under Section 130 of the Customs Ordinance and that no charge was framed against the plaintiff in respect of any matter contravening the provisions of Section 130 of the Customs Ordinance and that the finding of the said V. P. Silva that the plaintiff had contravened Section 130 of the Customs Ordinance was a finding arrived at without giving the plaintiff an opportunity to meet such a charge and is therefore contrary to the principles of natural justice and is void and of no effect in law. 40

14. The plaintiff states that the plaintiff was not concerned in exporting or taking out of Ceylon or attempting to export or take out of Ceylon any prohibited goods or any goods the exportation of which is restricted contrary to such prohibition or restriction, and accordingly the said V. P. Silva was not entitled in law, nor had he jurisdiction, to impose forfeiture or penalty referred to above. The plaintiff pleads that the said finding and/or penalty and/or forfeiture is void and/or illegal and/or has no force or effect in law.

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—Continued.

15. The plaintiff states there was no evidence at all at the said Inquiry establishing that there was any loss or harm whether to revenue or otherwise that resulted from the shipment of the Desiccated Coconut in question but that nonetheless the said V. P. Silva had elected to impose the maximum forfeiture allowed by law.

Annex marked
"D"
Draft Pleint.
—Continued.

16. The plaintiff further states that the said V. P. Silva in arriving at the said decision :—

- (i) has failed to take into account vital and relevant facts and/or
- (ii) has taken into account irrelevant and extraneous matters and/or
- (iii) has abused and/or used the powers vested in him under the Customs Ordinance for an improper purpose and/or
- 20 (iv) has arrived at a grossly unreasonable and/or wholly unsupportable finding and/or order of forfeiture and/or
- (v) has acted in excess and/or outside the jurisdiction if any conferred on him by the Customs Ordinance.

17. In any event the plaintiff states that the said V. P. Silva, having been appointed by the Public Service Commission, has not been lawfully appointed to act under Section 130 of the Customs Ordinance in that the said V. P. Silva, when so acting, is performing the functions and duties of a Judicial Officer within the meaning of that term in Section 55 of the Ceylon (Constitution) Order in Council of 1946 and/or is exercising judicial power.

30 18. In the premises a cause of action has accrued to the plaintiff to sue the defendant as the Attorney-General of Ceylon for the reliefs more specifically set out in the prayer to the plaint and for a judgment and decree accordingly.

19. Grave and irremediable prejudice will result to the plaintiff unless the said reliefs are granted to him.

20. The plaintiff states that notice of this action has been duly given to the defendant in terms of Section 461 of the Civil Procedure Code.

21. The plaintiff values the subject matter of this action at

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 —Continued.

Annex marked
 "D"
 Draft Plaintiff.
 —Continued.

WHEREFORE THE PLAINTIFF PRAYS :—

- (a) for a declaration that the decision and/or order of the said V. P. Silva set out in his letter dated 30th September 1968 (marked ' B ') finding that the plaintiff is guilty of a charge under Section 130 of the Customs Ordinance and imposing a forfeiture of Rs. 5,010,504 on the plaintiff is null and void and of no effect in law ;
- (b) for a declaration that the plaintiff is not liable in law to pay the said sum of Rs. 5,010,504/- to the said V. P. Silva or to the Crown in terms of the aforesaid order dated 30th September 1968 (marked ' B '); 10
- (c) for a declaration that the acts of the said V. P. Silva in conducting the said Inquiry and/or in arriving at the said decision and/or in imposing the said forfeiture amounted to an exercise of judicial power and that such acts are void and illegal inasmuch as the said V. P. Silva has not been appointed by the Judicial Service Commission in terms of Section 55 of the Constitution Order in Council ;
- (d) for costs and for such other and further relief as the Court shall deem meet.

Proctors for Plaintiff. 20

Documents filed with Plaintiff

- (1) Letter dated 17th September 1968, marked ' A ' .
- (2) Letter dated 30th September 1968, marked ' B ' .
- (3) Letter dated 4th October 1968, marked ' C ' .

Proctors for Plaintiff.

Settled by :

P. NAVARETNARAJAH, Q.C.
 N. E. WEERASOORIA, Jnr.
 R. D. C. DE SILVA
Advocates.

No.....**2**.....**OF** **1970**

Supreme Court of Ceylon.
Application No. 532/68.

In the matter of an Application
for a Mandate in the nature of a
Writ of Certiorari under section
42 of the Courts Ordinance
(Cap. 6).

IN HER MAJESTY'S PRIVY COUNCIL
ON AN APPEAL FROM
THE SUPREME COURT OF CEYLON

BETWEEN

DON LEONARD JAYAWARDANE of "The Anchor", **Kandana.**

Petitioner - Appellant

AND

1. V. P. SILVA. Assistant Collector of Customs, H. M. Customs, Colombo.
2. V. P. VITTACHI. Principal Collector of Customs, H. M. Customs, Colombo.
3. G. CUMARANATUNGE. Acting Principal Collector of Customs, H. M. Customs, Colombo.

Respondents-Respondents

RECORD
OF PROCEEDINGS
