1931

Present: **Drieberg J.**

SILVA *v.* COORAY.

182—P.C. Colombo, 22,418

Bribery—Employment of canvassers for payment—Employment of voter for canvassing—Purchase of vote—Act of agent—Liability of candidate—Ceylon (Legislative Council) Order in Council, 1923, Article 46, sub-section (1) (a) and (c).

Employment, for payment, of a canvasser, who is not a voter, is not bribery within the meaning of Article 46, sub-section (1) (c), of the Ceylon (Legislative Council) Order in Council, 1923. Payment to a voter for canvassing is not bribery, unless the payment is made for the purchase of his vote.

Where the accused (a candidate for election to the Legislative Council), placed a sum of money with his agent for the purpose of obtaining votes through canvassers, and the agent, in doing so, committed acts of bribery.—

Held, that the accused was not guilty of bribery unless he authorized or connived at the acts of the agent.

THE accused was convicted of three charges of bribery under Article 46 of the Ceylon (Legislative Council) Order in Council, 1923.

On the first charge he was convicted of giving through his agent a sum of Rs. 25 to T. S. Daniel, a registered voter of the Colombo South Electorate, to induce him to vote for him. On the second charge he was convicted of a similar offence by payment of Rs. 25 to another voter, M. S. Perera.

On the third charge he was convicted of having given through his agent a sum of Rs. 107.50 to C. Rajaratnam in order to induce him to procure or endeavour to procure his return as a member of the Legislative Council.

H. V. Perera, for accused, appellant.—Rule 4 of the Order in Council specifies the persons who may be employed for payment. The employment of any others, *e.g.*, canvassers, is only an illegal practice under section 17, and not a corrupt practice within the meaning of Art. 46, section 1 (c). The application of this section is limited to " procuring ", *i.e.*, the purchasing of influence, and does not extend to mere canvassing. (*H. Rogers 291: Lambeth Case* [1], *Coventry Case* [2], *Tamworth Case* [3], *Plymouth Case* [4], *Rambukwelle v. Silva.*[5]).

Though payment to canvassers would be within the words of the section, the Court must have regard to the mischief aimed at by the law and the history of the statute in construing the section. (*Beale Legal Interpretation, p. 407-9: Bradlaugh v. Clarke* [6]; *Dyke v. Elliot* [7].)

Agency in election petitions has a special significance. Section 39 deals only with election petitions. (*Rambukwelle v. Silva* [8].)

[1] *(1857) W. & U. 129.*
[2] *1 O'M. & H. 97.*
[3] *1 O'M. & H. 79.*
[4] *7 O'M. & H. 101.*
[5] *(1924) 26 N. L. R. 231.*
[6] *(1883) 8 A. C., at p. 372.*
[7] *(1872) L. R. 4 P. C., p. 191.*
[8] *26 N. L. R., at p. 246.*

In a criminal prosecution it is necessary to prove that there was authorization expressed or implied to do the particular act or particular class of acts. (*II. Rogers*[1], *p. 386, 390, 406: Cooper v. Slade, Greenoch's Case* [2].)

J. E. M. Obeyesekere, C.C. (with him *M. F. S. Pulle, C.C.*), for the Crown, respondent.—There can be little doubt that de Soysa made the alleged payments. The question is whether the appellant authorized them or had knowledge of them. All the circumstances point in this direction. De Soysa undoubtedly had charge of the appellant's electoral campaign in Maradana. The appellant placed him in charge of a fund, from which these payments must have been made. The necessary inference is that the appellant knew to what purpose this fund was put. (*Bewdly Case* [3].) The return of election expenses furnished by the appellant is manifestly false. *See 1 O'M & H. 20.* On question of authorization see *Cooper v. Slade* [4] for degree of proof necessary.

The payments were undoubtedly made to influence the votes of these men. Their employment, if any, as workers was colourable only. (*II. Rogers, p. 274.*)

The evidence objected to is admissible under section 10 of the Evidence Ordinance. There is evidence of a conspiracy. (*Amir Ali, p. 155; Rescoe, Criminal Evidence (13th ed.), p. 354.*) An issue as to conspiracy is not necessary. (*1909*) *37 Calcutta 91.*)

In any case, the appellant would be guilty of an illegal practice as he admits that he authorized the employment of canvassers. The appeal Court can vary the conviction under section 347 of the Criminal Procedure Code (*The King v. Baron Silva et al*[5].)

H. V. Perera (in reply).—Section 347 applies only if the original charge necessarily implies a charge of the smaller offence. Bribery and illegal practice are not offences of the same class and a charge of bribery does not necessarily imply a charge of illegal practice. The accused should be prejudiced under section 347 (*Windus v. Veerappen* [6]; *Shoni Criminal Procedure Code, section 237, commentary.*)

July 7, 1931. DRIEBERG J.—

The appellant appeals from a conviction on three charges of bribery under Article 46 of the Ceylon (Legislative Council) Order in Council, 1923. The first two charges are of bribery of voters under sub-section (1) (*a*) of the Article and the third is under sub-section (1) (*c*). I shall first deal with the last charge, which stands on a different footing from the first two.

On this charge the appellant was convicted of having given on June 10, 1930, through A. H. T. de Soysa a sum of Rs. 107.50 to C. Rajaratnam in order to induce him to procure or endeavour to procure the return of the appellant as a member of the Legislative Council.

The appellant had named himself as his own election agent but it is clear that he had De Soysa to represent him and make payments at the election office in Maradana for that area. Rajaratnam is not a registered

[1] *(1858) 6 H. L. C. 746.*
[2] *1 O'M. & H. 249.*
[3] *6 O'M. & H. 21.*
[4] *10 E. R. 1488.*
[5] *4 T. C. L. R. 3.*
[6] *8 C. W. R. 11.*

voter but he makes a business of canvassing at elections. He says he was asked by De Soysa to work for the appellant. He told De Soysa what his terms were and the remuneration for the staff he needed, a supervisor and eight assistants. He says he worked it out on a salary basis as he had done at previous elections. De Soysa said he would consult the appellant and later said that he had done so and that the appellant agreed to his terms. He then gave De Soysa a list of his staff, Karunaratne as supervisor who was to receive the same amount as himself, Rs. 50, and five workers, Junaid, U. S. Perera, Mathis Perera, Albert Kristnaratne and Dep, each of whom was to receive Rs. 25. P 8 is a list of payments made to these men. Rs. 107.50 is a half of the sum of Rs. 225 due to Rajaratnam and his fellow-workers after deducting a previous payment of Rs. 10; this sum of Rs. 107.50 was paid to Rajaratnam, and his and Karunaratne's acknowledgment was noted on P. 8. I accept the evidence that part of it was written by De Soysa and that it is an account by him of the payments then made by him to these men for working 2nd and 3rd Divisions, Maradana, Kynsey road. Campbell place, Thurston road, and Borella. P 7 is also a list of these workers and their remuneration. It is said by the handwriting expert, Mr. Symons, to be in De Soysa's handwriting but the identification of it by Daniel as one of the papers taken by him from the Maradana office is not clear and it is not necessary to consider it for the purpose of this charge.

Rajaratnam and his staff, none of whom had votes, worked as paid canvassers and I accept the evidence that they were paid for their services by De Soysa and I accept the finding of the Police Magistrate that this was done under the directions of the appellant.

But the employment of canvassers for payment is not bribery within the meaning of Article 46 (1) (*c*). I am dealing now with the simple case of the employment as a canvasser of one who has no vote: where a voter is engaged for payment as a canvasser somewhat different considerations arise.

Rule 4, made under the Order in Council, specifies the persons who may be engaged for payment—an election agent, a polling agent for each polling station, and a reasonable number of clerks and messengers. The employment of any others, *e.g.*, canvassers for payment, is an illegal practice which would render the candidate liable under rule 17 on conviction to a fine of Rs. 300 and render him incapable for a period of three years of voting at any election and of being elected a member of the Legislative Council.

The *Lambeth Case* [1] and the *Coventry Case* [2] were governed by the provisions of 17 & 18 Vict. c. 102 (1854); section 2 (3) of that statute has the same wording as Article 46 (1) (*c*) and enacts that the person so acting shall be guilty of bribery and shall be punished accordingly. It was held in the *Lambeth Case* that the statute did not extend to paid canvassers though employed on a very extensive scale. The report is not available, and I am quoting from the reference to it in *II Rogers (20th ed.) 291;* it is also referred to by Willes J. in the *Coventry Case.*

[1] *(1857) W. & D. 129.* [2] *(1869) 1 O'M. & H. 97.*

In the *Coventry Case* it was held that, though this section, taken in its literal terms, would extend to payment to canvassers to induce them to procure votes by canvass, its proper application was limited to the purchase of influence—" a payment to some person who has influence in a place in order to purchase that influence; it must be a payment or gift, or loan of something valuable, to him in consideration of his lending his influence or his countenance in the election ". The distinction in principle between such a person and one engaged and remunerated merely for his work as a canvasser is clear; cases may occur where the application of the principle is difficult, but the case of Rajaratnam presents no such difficulty.

It was apparently not until the Corrupt and Illegal Practices Prevention Act, 1883[1] that payment to canvassers was declared an illegal practice; the local rules on this point are taken over from section 17 and schedule 1 of that statute.

The difference in these two forms of employment was recognized in later legislation in England. In the Municipal Corporations Act, 1882 [2] bribery for the purposes of the Act was declared to be the same as under any parliamentary Act in force at the time and punishable in the same manner. The parliamentary Act then in force was the Act of 1854,[3] section 2 (3) of that Act has the same definition of bribery as Article 46 (1) (*c*) which was punishable as a misdemeanour by fine and imprisonment, the offender being further liable to forfeit £100 to the party suing. The Municipal Corporations Act of 1882 had a special provision, section 82, prohibiting the employment for payment or reward of a burgess of a borough as a canvasser and making the person so employing one liable on conviction to a fine of £10. If payment to any canvasser was bribery under provisions of the earlier section 77, there was no occasion for the prohibition in section 82 of the employment of particular persons as paid canvassers; further, if payment to a canvasser is an offence, the employment of one who is a voter is a much more serious offence for it is open to the suggestion that payment would necessarily secure the vote of the canvasser, yet we find the penalty in the case of employment of a voter much less severe than in the case of one who has no vote.

In the case of *Rambukwelle v. Silva* [4] the election of the successful candidate was declared void on an election petition on the ground of bribery under Article 46 (1) (*c*). Sir Anton Bertram C.J. there quoted with approval the *Coventry Case* and examined the evidence that the person to whom the candidate gave financial aid and who canvassed for him by speaking in public and by publishing pamphlets bearing his name was a person in a position to influence votes. This was entirely irrelevant, if payment to any canvasser is bribery within the meaning of Article 46 (1) (*c*).

This distinction has been recognized in a case decided in 1929, the *Plymouth Case* [5]. The charge there was of bribery, not by the candidate Moses, but by Ballard who was said to be his agent. Ballard was a philanthropist who had founded in Plymouth a Boys' Club or Institute of

[1] *46 & 47 Vict., c. 51.*
[2] *45 & 46 Vict., c. 50.*
[3] *17 & 18 Vict., c. 102.*
[4] *(1924) 26 N. L. R. 231.*
[5] *7 O'M. & H. 101.*

about 7,000 members whom he organized as a band of canvassers in support of Moses. Ballard promised the boys for their efforts food, fireworks, and entertainment if they were successful and further said that if they were not he would consider closing the club; dealing with this aspect of the case Talbot J. said: "I agree with the contention of the learned counsel for the defence that it was really an offer to the boys of an inducement to them to be active in promoting the election of Mr. Moses. Whatever else this might be, it is not bribery." Though payment to a canvasser would be within the words of this section it is open to a Court to hold as a matter of construction that it is not within the purview of the section—see *Bradlaugh v. Clarke* [1], where the cases on this point are considered on page 372. On the question whether this constitutes bribery I cannot do otherwise than follow the settled opinion of the High Court of England on a statute the provisions of which are identical with ours.

The Police Magistrate held that the construction in the *Coventry Case* was a relic of the days of pocket boroughs and that he was not obliged to read that meaning into Article 46, but that even for the purpose of that construction there was evidence that Rajaratnam was a well known man in Maradana and that he was paid to use his influence as well as to buy or treat prospective voters. The purchase of votes rather negatives his ability to secure them by his influence and the same observation applies to treating which is an entirely different offence. All that we know of Rajaratnam on this point is his statement that at another election he had been invited as a man of influence to work for a candidate. He approached 70 or 80 voters but could not say how many had consented to vote for the appellant. He says he is a dealer in curios at 2nd Division, Maradana, which is not a position in which he could exercise influence. The evidence shows that he is nothing more than a professional canvasser.

For these reasons I am of opinion that the third charge of bribery must fail.

On the first charge the appellant was convicted of giving on June 10, 1930, through De Soysa a sum of Rs. 25 to T. S. Daniel, a registered voter of the Colombo South Electorate, to induce him to vote for the appellant, and on the second charge he was convicted of a similar offence committed on the same day by payment of Rs. 25 to another voter, M. S. Perera. It has to be considered whether these payments were made, and if so, whether they amounted to bribery; the further question arises of the criminal responsibility of the appellant for these payments.

P5 is a statement of the amounts to be paid for the supervisors and workers, as they are termed in it, of certain parts of the Maradana section of the constituency. Against each is noted the names of the supervisors and workers and the words "No. of voters.", but the number is only entered in the case of the Dean's road section; it is 204. The remuneration of the supervisors and workers is noted against Arab place and Dean's road; P8 is a similar document dealing with 2nd and 3rd Divisions, Maradana, and certain other roads. P5 has against the name of Abdul Hamid as supervisor Rs. 75; and Rs. 50 against each of the

[1] *(1883) 8 A. C. 354.*

workers Daniel, M. S. Perera, Mohamed Saleem, L. J. Perera, Thasim Nona, and Subadasa, the last three of whom were not registered voters; Thasim Nona is a mistake for Thasim Nana, a Muslim. It does not appear whether Mohamed Saleem had a vote. The total of these payments, Rs. 375, is noted; on the margin is written " Pd. Rs. 200 " and this is entered against the total of Rs. 375 and the balance, Rs. 175, struck. Daniel speaks to De Soysa writing P 5 in his presence. It is difficult to believe the evidence of De Soysa on important points regarding the Maradana office, his position there, and what he did there, and as difficult to believe the appellant regarding these matters. Mr. Samaraweera is the Courts reporter of the " Ceylon Independent "; he was one of the polling agents for the appellant at the Maradana Station, and I must presume he was a person whom the appellant trusted, the other agent being Mr. O. A. Jayasekera, a well known proctor. He worked with De Soysa and knew that he was acting as the appellant's agent at the Maradana office. De Soysa admits that canvassers would report the progress of their work and information about votes which he would record and file. Yet he says he did not know Daniel or M. S. Perera who were often at the office according to Samaraweera. De Soysa has not produced any record made by him at the time of the arrangement of canvassers and his disbursements. It is clear that he must have kept such a record and I believe that P 5 is a part of it.

Mr. Perera contended that even if P 5 was a part of De Soysa's record of his payments, such payments being remuneration to canvassers would not be bribery and that Daniel and M. S. Perera should not be believed when they say that payment was to secure both their votes and their service for they were paid the same as canvassers who had no vote.

Payment to a voter for canvassing is not of itself bribery though it is an illegal practice. Whether it is bribery is a question depending on whether the payment was made to influence the canvasser's vote. The case of M. S. Perera in particular was not in my opinion a *bona fide* payment to a canvasser. He had a tailoring shop at Maradana where David de Zilva, a shoemaker, worked. David de Zilva had a son Francis, and Wickremesinghe, also referred to as Wickrama-aratchi, boarded with them; they were all registered voters. M. S. Perera said that he had been seen by a canvesser of the other candidate, Col. Jayewardene, and had decided to give him his vote. Later the appellant came to him with Abdul Hamid and asked him for his vote and his support but he did not consent. Thereafter he was taken by Abdul Hamid to the Maradana office where he met De Soysa. The other five workers appearing in P 5 were there. De Soysa said the appellant had spoken to him about him and that he would give him Rs. 50 for his vote and those of the other three, the two De Zilvas and Wickremasinghe. He agreed and was then given Rs. 25; he says he would not have promised to vote for the appellant except for the promise of payment. All that he did was to go in a car provided by Hamid to see De Zilva and Wickremasinghe at Kotahena and Mount Lavinia and get the promise of their votes. He reported this to the Maradana office and on the day of the election he took the three voters to the polling station in a car given him by Hamid. David de Zilva, who was called by the defence, admitted that on being

asked by M. S. Perera he promised to give his vote to the appellant and that he undertook to get for him the other two votes.

Even apart from the evidence of the promise of payment for his vote, his employment as a canvasser was in my opinion merely colourable and the arrangement was in fact and reality a purchase of his vote and those of the other three. Rs. 50 is a very large sum to a person in Perera's position and the only work he had to do in return for it was to go with Hamid to make a formal request of the other three for their votes. He was apparently quite sure that they would vote as he wished even before he had asked them. Apart from personal expenses of a candidate the election expenses allowed for his electorate is 75 cents for each elector on the register; the cost of each of these four votes was Rs. 12.50.

But there is the express evidence of Daniel and M. S. Perera that De Soysa, in paying them, secured the promise not only of their help but of their votes. The Magistrate fully realized that great caution was needed in accepting this evidence and he has formed a clear opinion that it is true. I see no reason to differ from him. Daniel and Perera being themselves guilty of an offence and accomplices of De Soysa their evidence needed corroboration; sufficient corroboration is afforded by the writing P 5. The fact that others who were engaged at the same time and who had no votes were paid the same amount does not necessarily affect the evidence of the return Daniel and M. S. Perera were to make for the payment to them. It is not known what services the others rendered.

It being proved that De Zoysa did procure the votes of Daniel and M. S. Perera by bribery, it remains to be considered whether the appellant is criminally responsible for this. He is charged with having bribed them, using De Soysa as a medium for the purchase, and this had to be proved.

The Magistrate has found that the appellant placed De Soysa in funds and that these payments were made with his authority, but he says in any case, whether the appellant knew that De Soysa was bribing voters or not, the law quoted by counsel for the prosecution definitely shows that he is guilty as principal under section 46 of the order. This is not so. One argument for the prosecution was that under section 39 bribery is a corrupt practice on the part of a candidate if committed by an agent, even without his knowledge or consent; but that is for the purpose of declaring the election void under that section. In the case of bribery as a criminal offence the ordinary principles of the criminal law apply and individual guilt must be proved. Except where otherwise expressly or by necessary implication provided by statute, no principal is criminally liable for any act or omission of his agent unless he authorized or connived at such act or omission (*Hardcastle v. Beilby* [1] and *Wake v. Dyer* [2]). The cases cited by counsel are examples of liability existing by implication. In *Mousel Brothers v. London and North-Western Railway Co.*[3] cited by the prosecution, the general rule of the principal's freedom from criminal responsibility for the acts of his agent was stated and the statute was considered from the point of view whether the Legislature had prohibited an act or enforced a duty in such words as to make the prohibition or

[1] *(1892) 1 Q. B. 709.* [2] *(1911) 104 L. T. 448.* [3] *(1917) 2 K. B. 836.*

duty absolute, in which case the principal would be liable if the act was in fact done by his servant. To ascertain whether the particular statute had that effect or not Atkin J. said: " Regard must be had to the object of the statute, the words used, the nature of the duty laid down, the person on whom it is imposed. the person by whom it would in ordinary circumstances be performed, and the person upon whom the penalty is imposed ". There was in the Railways Consolidation Act, 1845, a provision that every person being the owner or having care of any carriage or goods on a railway should give to the collector of tolls an exact account in writing of the number and quantity of goods and the respective quantities liable to each toll. By section 99 of the Act it was made punishable as an offence for any person to fail to give such an account, or to give a false account with intent to avoid payment of toll. It was held that when a false account was so given by their servant the owners, the defendant Company, was guilty without a *mens rea*. The principal grounds of decision were that an absolute duty was cast on the Company of giving the collector of tolls an exact account of goods for revenue purposes, and that, being a duty which ordinarily would be performed by its servants the Company would be liable for a false account submitted by them.

Two cases cited are illustrations of absolute prohibitions, under the Food and Drugs Act (*Pearks, Gunston, and Tee v. Ward* [1]), and under the Licensing Act, 1872 (*Mullins v. Collins*[2]). In *Mullins v. Collins* (*supra*) the provision in question made it an offence for any licensed person to supply liquor to any constable on duty except on the authority of the superior officer of the constable. It was held that the licensed person was liable where his servant so supplied liquor to a constable; this too is an example of an absolute prohibition on a licensed person in regard to a class of acts which would ordinarily be done by servants. The other case cited for the prosecution (*Cooper v. Slade* [3]), deals only with the question of what amounts to authorization of an act of an election agent. A question arose in the committee room whether paying the expenses of out-voters was legal. The candidate consulted a law book and said that payment of out-of-pocket expenses was legal. The agent without any further direction added in a letter to a voter a postscript that his railway expenses would be paid. It was held that the candidate must be regarded as authorizing the postscript.

These cases are no authority for the proposition that the appellant is criminally liable for acts of bribing by De Soysa whether he knew of them or not. It is to be regretted that the Magistrate was led to accept this view or the law; so far as the verdict against the appellant is based on it the conviction is bad and the question arises whether there is evidence to support the finding that he authorized the bribing by De Soysa and further whether the value of that finding is so impaired by the mistaken view of the appellant's liability merely as principal as to render a conviction based on it bad.

It has been proved that the appellant provided De Soysa with Rs. 500, that he was the appellant's agent at Maradana and that he engaged and paid canvassers and supervisors to control them. There is evidence that

[1] *(1902) 2 K. B. 1.* [2] *(1874) 9 Q. B. 292.* [3] *(1858) 6 H. L. C. 746.*

in the case of Rajaratnam and Karunaratne that De Soysa told them that he had referred to the appellant their claims for remuneration and that the appellant had agreed to them; an objection was taken to this evidence on the ground that the condition for its admissibility under section 10 of the Evidence Ordinance had not been established, but it is not necessary to consider this; Rajaratnam and Karunaratne had no votes and if this evidence is accepted it proves nothing more than that the appellant was engaging through De Soysa canvassers for payment. The Magistrate has found, and I think rightly, that the appellant arranged that this should be kept secret for he could not have shown this expenditure without confessing to an illegal practice, which would have cost him his seat; but I cannot infer from De Soysa being given authority to engage canvassers for payment that he was given authority to bribe voters.

Daniel was first approached by Abdul Hamid who told him he would get him payment if he would agree to work for the appellant. He was then taken to De Soysa who, he says, offered him Rs. 50 if he would vote for the appellant and get his friends' votes for him. Daniel never saw the appellant. He canvassed votes and went to the office four or five times and reported results to De Soysa. There is nothing to connect the appellant with what De Soysa told Daniel when he engaged him beyond the general responsibility which the appellant had for what De Soysa said and did there.

M. S. Perera was first seen by the appellant, to whom he was introduced by Abdul Hamid. The appellant told M. S. Perera that he should vote for him and help him. M. S. Perera said that he would consider the matter. Later Abdul Hamid took him to De Soysa who told him that the appellant had spoken about him and De Soysa then offered him Rs. 50 for his vote and those of the other three. I do not think it must necessarily be inferred from this that the appellant had authorized De Soysa to stipulate for M. S. Perera's vote as well as his aid as canvasser. I do not know whether the Magistrate has believed Perera's evidence on this particular point.

He found that the appellant gave De Soysa Rs. 500 for the purpose of "gaining votes" and that De Soysa spent it with the knowledge, connivance, and authority of the appellant. Regarding these two charges, he says that it was not to be believed that the payment was not to secure the canvassers' own votes as well. This can be said as well of every case where a voter is employed as a canvasser. It is not easy to say in every case whether a voter has been engaged as a canvasser in order to secure his vote. But, as I have pointed out in the case of M. S. Perera, his employment was merely colourable and if it could be shown that the appellant knew what was expected of M. S. Perera for the Rs. 50 paid him there would be a case against the appellant. But I do not think this has been brought home to him with the certainty which would justify a conviction. The appellant says he paid little attention to Maradana where canvassing would not much affect his chance of success, and concentrated on the southern end of the constituency where he was well known. At the poll he got for the southern section, Wellawatta, and Colpetty, 1,677 votes against his opponent's 1,023; in the Maradana

Ward he got 289 votes and his opponent 315. The evidence of all the witnesses shows that he had very little to do directly with the Maradana office. Daniel never met him at all. M. S. Perera, after the appellant visited him at his shop, never saw him again, though both Daniel and Perera were often in the office. Rajaratnam, a prominent worker—he was paid as supervisor—says he never met the appellant at any time; Karunaratne who had the same position saw him once in the office, but did not speak to him. In view of this evidence I think the appellant's evidence of his connection with the Maradana office and that he was there for a few minutes on only two or three occasions should be believed.

The circumstantial evidence—there is no direct evidence—does no more than show that the appellant placed money with De Soysa for the purpose of procuring votes by canvassing agents; it does not necessarily show that he authorized De Soysa to stipulate for the votes of Daniel and M. S. Perera or, in the case of the latter, that he knew before or when De Soysa made the payment how little service was expected of him as a canvasser.

I set aside the conviction and acquit the appellant.

Set aside.

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