Present: Loos A.J.

1919.

GOONETILLEKE *v.* DIAS.

93—P. C. Matugama, 729.

Rubber Thefts Ordinance, No. 21 of 1908, s. 8 (b)—Vendor known to licensed dealer by sight only—" Personally known."

Accused, a licensed dealer in rubber, was charged, under section 8 (*b*) of Ordinance No. 21 of 1908, with having purchased rubber from a person who was not " personally known " to him. The Magistrate held that the words " personally known " meant, not only knowledge of a person by sight, but by name also, and convicted the accused, as he knew the vendor only by sight.

Held, that knowledge of the vendor by sight was not a sufficient personal knowledge for the purposes of section 8 (*b*) of Ordinance No. 21 of 1908.

" Much more than the knowledge of the name by which a person is known and a knowledge of him by sight is necessary for the purposes of section 8 (*b*) of Ordinance No. 21 of 1908. "

THE facts appear from the judgment.

A. St. V. Jayawardene, for accused, appellant.

Garvin, S.-G. (with him *Dias*, C.C.), for complainant, respondent.

Cur. adv. vult.

April 10, 1919. Loos A.J.—

The accused-appellant, who is a licensed rubber dealer, has been convicted, under Ordinance No. 21 of 1908, as amended by Ordinance No. 39 of 1917, of the offence of purchasing a quantity of rubber from a person who is not personally known to him.

The point for consideration is as to the interpretation to be placed on the words " personally known " in section 8 (*b*) of the Ordinance No. 21 of 1908. The learned Magistrate is of opinion that the words mean, not only knowledge of a person by sight, but by name also.

In the present case the accused-appellant admitted that he did not know the name of the vendor of the rubber at the time of the purchase, but stated that he had known him by sight, and that he was a relative of the man Sinno Appu, whose boutique was opposite to his own boutique, and it was contended on his behalf that that constituted a sufficient personal knowledge of the vendor for the purposes of that section of the Ordinance.

The vendor of the rubber to the accused-appellant signed the declaration B required by the Ordinance No. 17 of 1919, at the time of the sale under the name of Govinitantrige Joronis, and

1919.

LOOS A. J.

Goonetilleke v. Dias

declared himself to be the owner of the rubber. Govinitantrige Joronis was called as a witness, and denied the sale of the rubber to the appellant, and also that the declaration B bore his signature. The declaration B was apparently signed as a witness by K. Handy Sinno, the manager of the boutique of Sinno Appu referred to above, and he stated that he does not know a man called Podi Sinno, but that the vendor to the accused-appellant is called Joronis, though he is not the witness Govinitantrige Joronis, and that he is a relative of the boutique-keeper Sinno Appu. He also admitted that he did not know the name of the vendor of the rubber at the time of the sale, but that he knew him by sight. The boutique-keeper Sinno Appu stated that he has a relative called Podi Sinno, and that he never addressed him as Joronis.

The accused-appellant admittedly did not ask the witnesses to the declaration B the name of the vendor, but it is probable that if he had done so, he would have been informed either that his name was Joronis, or that his name was not known to them. In view of the fact that the vendor was only known to the accused-appellant by sight, his position would have been a little, though not much, better if he had asked them for the name of the vendor; it would have indicated an attempt on his part to gain some knowledge in regard to the vendor.

I am not prepared, however, to assent entirely to the Magistrate's interpretation of the words " personally known. " It appears to me that much more than the knowledge of the name by which a person is known and a knowledge of him by sight is necessary for the purposes of section 8 (*b*) of the Ordinance No. 21 of 1908. Merely knowing a Sinhalese villager by sight and by the name he chooses to go by at the moment will not enable any one to ascertain his whereabouts if he is wanted, especially if the name is not his proper one.

It is necessary, in order to arrive at a reasonable interpretation of the words " personally known " in the section, to consider what the object and intention of the Legislature were in introducing the legislation in question, and to give the words that meaning which best harmonizes with the contexts, and promotes in the fullest manner the policy and object of the Legislature. Now the policy and object of the Legislature in enacting the Ordinance No. 21 of 1908 was to prevent thefts of rubber, and in pursuance of that object stringent provisions have been embodied in the Ordinance in regard to the sale and purchase of rubber, one of them being that it is unlawful for a licensed dealer to purchase rubber from any person who is not personally known to him.

By that provision I think the Legislature must have intended that the purchaser must not purchase, except at his peril, from any person who was not personally known to him in the sense that would justify an honest and reasonable belief in him that the vendor was

a person that he could honestly and lawfully purchase rubber from, and the mere fact that the purchaser knew the vendor by sight and that he was a relative of some person known to the purchaser would be insufficient to justify such a belief in him. If a purchaser would be justified in purchasing rubber in the circumstances in which the accused-appellant purchased it in this case, the provisions of the Ordinance would be practically useless.

In the case of special legislation, such as that enacted by the Ordinance No. 21 of 1908, the widest meaning should be attached, if necessary, to the words used, so as effectually to carry out the intention of the Legislature, and in the words of Lord Coke, " to suppress the mischief and advance the remedy " [1]; so that such an interpretation as that contended for in this case cannot be supported in my opinion.

I would dismiss the appeal.

Appeal dismissed.