

1931

Present : Drieberg J.

TILLEKEWARDENE v. OBEYESEKERE.

IN THE MATTER OF THE AVISSAWELLA ELECTION PETITION.

Election petition—Furnishing of particulars—Failure to give details—Extension of time—Discretion of Court.

Where an election petition contained charges relating to payments and contracts for conveyance of voters, the respondent is entitled to have particulars as to the persons to whom and by whom each payment and contract was made and the time, date, and place of each contract and payment.

Where particulars are not furnished within time the Court may, on cause shown, grant an extension of time.

THIS was an election petition in which the respondent moved to have further particulars of the charges stated in the petition on the ground that the particulars already furnished were inadequate.

B. F. de Silva (with him *E. B. Wickramanayake*), for petitioner.

R. L. Pereira, K.C. (with him *H. V. Perera* and *S. Seneviratne*), for respondent.

September 22, 1931. DRIEBERG J.—

This is an application by the respondent that the petition be dismissed on the ground that the petitioner has not fully complied with the order made that he should furnish certain particulars of the charges laid in the petition.

The respondent desired to know in connection with the charge of payments and contracts for conveyance of voters, by whom and to whom such payments had been made and between whom the contracts for payment were made.

The petitioner has furnished the particulars on this point in tabulated form. He groups on one side all those persons to whom payments were made, or with whom contracts for conveyance were made; and on the other side he sets out those who made payments or who gave contract for conveyance.

Mr. R. L. Pereira, for the respondent, complains that this is inadequate as it is essential for his purpose to know in each case of payment who the parties to it were, and similarly in the case of each contract for conveyance who the parties to the contract were.

In my opinion this is a reasonable claim and one which is very necessary for the purposes of the respondent's case.

Mr. B. F. de Silva, for the petitioner, says that the interrogatory was not understood in the sense in which it has been now explained by the respondent, and that for that reason they did not furnish the particulars which were required.

I accept this explanation, and Mr. de Silva, for the petitioner, agrees to furnish this information.

The respondent also now asks that as regards each payment and contract for conveyance he should be furnished with information regarding the date, time, and place of each such contract or payment, the amount of each payment, and the amount agreed upon for contracts for conveyance. This information was not sought in the interrogatories, and the petitioner is, of course, not to be blamed for making no reference to these points in his answers, but the request of the respondent is a reasonable one, and I do not think his case should be prejudiced by his omitting to ask for this information in his original interrogatories.

The petitioner will supply these further particulars, together with those which I have first referred to, namely, indentifying the parties to each payment and contract, on the 22nd instant.

Mr. Pereira, for the respondent, moves that the petition be dismissed on the ground that as it includes, as he says, more than three charges, the security of Rs. 5,000 is inadequate. I reserve my order on this point.