15,1952

IN THE PRIVY COUNCIL

No. 47 of 1951

No. 47 of 1951

INSTITUTE ANCED

LEGAL STUDIES

ON APPEAL

FROM THE SUPREME COURT OF BRITISH GUIANA

BETWEEN

LEJZOR TEPER

Appellant

- and -

THE KING

Respondent

RECORD OF PROCEEDINGS

Hy. S.L. POLAK & CO., 20 & 21, Took's Court, Cursitor Street, London, E.C.4.

Solicitors for the Appellant.

BURCHELLS, 9/10, King's Bench Walk, Temple, London, E.C.4. Solicitors for the Respondent.

IN THE PRIVY COUNCIL

No. 47 of 1951

ON APPEAL FROM THE SUPREME COURT OF BRITISH GUIANA.

BETWEE N

LEJZOR TEPER ... Appellant

- and -

THE KING ... Respondent

RECORD OF PROCEEDINGS

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IN THE PRIVY COUNCIL

No. 47 of 1951

ON APPEAL FROM THE SUPREME COURT OF BRITISH GUIANA

BETWEEN LEJZOR T

LEJZOR TEPER ... Appellant

- and -

THE KING

... Respondent

RECORD OF PROCEEDINGS

No. 1

EXTRACTS FROM DEPOSITIONS BEFORE MAGISTRATE.

In the Magistrate's Court

No. 1

3

Extracts from depositions before Magistrate.

"A" on page 15 of depositions referred to at page 31 of notes -

"....on the floor, underneath the scantlings was straw, which I picked up and put in Exhibits "C" and "D"."

"A" on page 22 of depositions referred to at page 37 of notes -

"I looked into the store through the glass windows before going to Market and I saw a glare of light from the store room at the back of the store."

"A" on page 65 of depositions referred to at page 50 of notes -

"The western wall of the back store was also of soft wood."

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In the Magistrate's Court.

No. 1

Extracts from depositions before Magistrate - Continued.

"A" on page 40 of depositions referred to at page 54 of notes -

"...glanced at him and I saw him for a period of about a second."

"A" on page 16 of depositions referred to at page 72 of notes -

"He looked at the southern wall and said 'on the uppermost shelf I had tweeds'."

"A" on page 54 of depositions referred to at page 82 of notes -

"In 1950 I learnt that Mrs. Tola Teper had insured the 3 storey building at 119 Regent Street for \$29,000 in all."

"B" on page 54 of depositions referred to at page 83 of notes -

"Our commitments influenced us to a certain extent in deciding to limit the insurance of \$17,000."

"A" on page 18 of depositions referred to at page 31 of notes -

"On Thursday 12th October, 1950 about 2 p.m. I took Sheila De Camp to the burnt store."

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No. 2.

STATEMENT OF ACCUSED BEFORE MAGISTRATE.

In the Magistrate's Court.

No. 2

Statement of accused before Magistrate, 18th December, 1950.

FORM No. 3. Crim.Law (Pro.) Ord: (Section 62) Chap. 18.

STATEMENT OF ACCUSED PERSON

BRITISH GUIANA

Georgetown Judicial District.

A CHARGE having been made against Lejzor Teper before the undersigned Magistrate for that he between Saturday 7th and Monday 9th October, 1950, at Regent Street, Georgetown, in the Georgetown Judicial District, maliciously set fire to a store with intent to defraud.

Contrary to Section 141 of the Criminal Law (Offences) Ordinance. Chapter 17.

and the said charge having been read to the said accused and the witnesses for the prosecution have ing been severally examined in his presence, the said accused is addressed by me as follows:-

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

Whereupon the said accused makes the following Statement

I am innocent.

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L. Teper

Taken before me this 18th day of December, 1950 at Georgetown Magistrate's Court in the said District.

M.S. Fitzpatrick Magistrate, Georgetown Judicial District.

No. 3.

INDICIMENT.

No. 3.

Indictment.

THE KING

against

LEJZOR TEPER.

IN THE SUPREME COURT OF BRITISH GUIANA.

(Criminal Jurisdiction)

County of Demerara

PRESENTMENT OF HIS MAJESTY'S ATTORNEY-GENERAL FOR THE SAID COLONY.

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Lejzor Teper is charged with the following offence:-

Statement of Offence

Arson contrary to section 141 of the Criminal Law (Offences) Ordinance, Chapter 17

Particulars of Offence

Lejzor Teper on the ninth day of October, in the year of Our Lord one thousand nine hundred and fifty, in the county aforesaid, maliciously set fire to a shop, with intent to injure or defraud.

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F.W. Holder ATTORNEY GENERAL.

The following witnesses have been bound over on behalf of the Crown.

(List of witnesses not printed),

No. 4.

ARRAIGNMENT OF ACCUSED.

In the Supreme Court

No. 4

Arraignment of accused,

16th January, 1951.

NOTES OF EVIDENCE OF TRIAL JUDGE

Tuesday 16th January, 1951.

The King

vs.

Lejzor Teper

ARSON - Sec. 141 of Cap. 17.

J.A. Luckhoo for Crown.

10 I.M.F. Cabral for accused C. Lloyd Luckhoo for accused.

PLEA: Not Guilty.

JURY: (6)^x, 21, 24, 12, 27, 13, 19. 9, 8, 10, 11, 1, 5.

(6) Challenged by Crown Prosecutor.

Foreman: Allan Harley - 11.

No. 5.

OPENING ADDRESS OF CROWN PROSECUTOR.

No. 5.

Opening address of Crown Prosecutor, 16th January, 1951.

Crown Prosecutor opens:

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Meaning of "maliciously": Verdict only on evidence in Court.

- (1) Evidence of motive
- (2) Opportunity
- (3) Facts pointing to accused as person who set fire to shop.

No. 5.

Opening address of Crown Prosecutor, 16th January 1951 continued. Insured buildings at 119 Regent Street for \$32,200: mortgaged to Hand-in-Hand for \$16,000. Insured Stock in Trade for \$8,000: further \$7,000 and then further \$14,000 with Lloyds: In June 1950, total insurance on Stock in Trade \$29,500.

Employees.

Back door is important: opens inwards.

Miss De Camp's evidence: accused asked her to select two grips: accused says he returned that afternoon to change one of the grips.

Cecil Daniels went to yard to get water: saw someone of the size and build of accused.

1.15 a.m. I/C Hintzen heard "rumbling" noise in shop.

Back door was kicked open: not locked: P.C. Hintzen had found it intact at 1.15 a.m.

Atkinson: noticed strong smell of petrol.

Accused arrived at 8 a.m. after fire: accused told Atkinson he had no inflammable liquids on building except small tin of paint.

Two boxes with wood, straw: pieces of glass in one of the boxes: when these are fitted together they make a mug with deposit of soot on inside, none on outside.

Stock book and bills in back part of store: Accused could not account for how these got there.

Straw and scantling in back part of building.

Analyst examined the straw and by distillation discovered petroleum oil which might be gasolene.

Shelves in stove: accused said he had tweed on 3 shelves but no appearance that there had been and employees say that there was no tweed on those shelves.

Accused asked D'Abreu to examine front door which made noise.

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four Stock was taken in presence of Police: thousand odd dollars.

P.C. Cato will say he saw a man resembling accused going west in a black car and heard a woman

Police got key to back door from accused:

Accused was endeavouring to effect sals of the property.

Accused said he was interested in buying a 10 Water Street property.

shout to him.

Glass mug taken from accused's home.

De Abreu carried out experiment with a similar glass mug.

Search of accused's premises: bank book. surance policies.

No outside influence to be allowed to interfere.

No. 6.

EVIDENCE OF E. WILLIAMS

Prosecution Evidence.

No. 6.

E. Williams. Examination.

EUSTACE WILLIAMS sworn states: I am Detective Const. 5160, Brickdam. Police Photographer. 10.X.50 I visited the scene of a fire at lot Regent Street, Lacytown, Georgetown. photos. of outer and inner parts of the building. They were taken in presence of accused, De Abreu and Jones. I developed them, enlarged them.

I took 25 photos.

"Al" shows the building, front view from Regent Street.

"A2" shows western view of building.

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In the Supreme Court

No. 5.

Opening address of Crown Prosecutor, 16th January 1951 continued.

" A3" shows front entrance of the store.

" A4" shows centre portion of the store.

Prosecution Evidence.

"A5" North west corner of store.

"A6" North east corner of store.

"A7" East side of inside of store.

"A8" West side of inside of store.

"A9" back store looking west.

"Alo" back store looking east.

"All" back door, looking north leading to the yard.

"Al2" wooden bar.

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"Al3" shows top of wooden bar.

"A14" shows impression on the wall when the bar had been removed.

"Al5" East side of the back room.

"Al6" West side of the back room.

"Al7" Stairway from bottom flat to middle flat and from middle to top, also bar counter.

"Al8" Middle portion of middle flat with billiard table in the centre.

"A19" front portion of middle flat looking and south.

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"0SA" walls, roof and stairway of middle flat (entrance from the yard to the middle flat).

"LSA" section of dining room of middle flat.

"A22" from doorway of dining room to western wall of kitchen.

"A23" East side of storeroom and kitchen.

East side of storeroom, lower part.

"A25" Western side of storeroom and kitchen.

I produce the 25 negatives "Bl - B25".

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No. 6.

E. Williams, Examination continued.

(Cabral) <u>Cross-examination</u>: Took all photos in one day. Tuesday 10th October. All at the same time between 9 and 10 a.m.

In the Supreme Court.

Mr. De Abreu instructed me what photos to take and from what angle. The angle from which a photo is taken is very important. Nothing was arranged before I took any of the photos.

Prosecution Evidence.

I saw nobody fix any bolts of cloth on any shelves.

No. 6.

E. Williams, Crossexamination.

These are all the photos I took. I did not take any photos on the Thursday morning.

(No questions by Jury).

Adjourned at 11.30 to 1.00 p.m.

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No. 7.

F.T. De Abreu, Examination.

No. 7.

EVIDENCE OF F.T. DE ABREU.

FRANK THEODORE De ABREU sworn states: Assistant Superintendent of Police, Brickden. At 9 a.m. on Tuesday 10th October, 1950 I went with Deygoo, Belfon and P.C. Byrne, and accused to lot 119 Regent Street, Lacytown, Georgetown. There I met Collier, Mc Andrew, Olton, Joe Fernandes, Johnston, agents of various Insurance Companies (except Johnston).

On entering the store I saw that the stock was scorched. I entered through Regent Street (Southern) entrance.

I asked accused how much stock he had at the time of the fire and he said about \$30,000.

In the shop I saw two shelves running east to west, on the north side of the store facing Regent Street. The shelves are the two topmost ones on Ex. "A4". (Witness indicates this to Jury).

Prosecution Evidence.

No. 7.
F.T.De Abreu,
Examination continued.

I asked accused whether he had anything on those shelves at the time of the fire and he said "Yes, they were filled with tweed". I examined the shelves and saw no sign of tweed having been on them.

I saw a few bolts of cloth in front of those shelves, on the floor; I put them back on the lower shelves from where it appeared they had fallen: there may have been one or two bolts of tweed but they were more dress lengths. I picked up five bolts.

"H1" and "H2" are the uppermost shelf:

Rl is the shelf next to it: R2 is a portion of the third shelf from the top.

There were signs of dress lengths on the uppermost shelf (witness indicates). There are remains of cloth on R.2.

From there I went to the back room of the store by passing through a door that divides the front room from the back.

(Door tendered for identification Ex. E4).

The portion with the bar faces the front of the store; the door opens into the back room. The bar (Ex. E5) to the door was on the floor.

On entering the back room I saw these two boxes containing straw near to the partition on which the shelves are. (Exs. "C" and "D" for identification). (Witness indicates, on Ex. "A9" the boxes). The boxes contained straw when I saw them; about the same quantity as in it now. In the area of those boxes I observed a strong smell of gasolene; as I removed some of the straw from the boxes the smell was more pronounced: in one of the boxes I observed bits of a glass mug; there was a dark substance on the inner surface and they were clearer on the outer surface. (Ex. D5 for identification).

I called the attention of accused to the smell of gasolene and he offered no explanation. I asked him who had secured the premises on the previous Saturday afternoon. He said he and his shop assistants had done so; he said he had

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returned to the store at 5 p.m. on the Saturday for the purpose of exchanging a child's grip: sent accused away and I returned to the station. On Wednesday, 11th October I went back to the store about 9 a.m. Accused came there at my quest. I asked him to assist me in searching for his stock book as it was essential in proving what stock he had at the time of the fire. Accused asked me to open and close the front door (with I asked the bar and the padlock on the outside): him his reason for this request: he said because of the noise the door keeps and if he had tered the store by night somebody around would have heard the noise. I pulled in the door and put on the padlock. It kept a loud noise and I told him that I agreed with him that anyone around would have heard if anyone had entered through that door: I became suspicious at Accused's request went immediately to the back door at the northeastern side of the store and there I saw the wooden bar Ex. E2 leaning on the partition near to the door as shown on All and Al2. This portion of the post on which the bar was leaning. (Ex. E3).

(Door identified Ex. El).

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There was no impression of the bar across the door (as in the case of the window Ex. E6 and E7).

The back door opened inwards; it carried a deadlock which was on the door when I saw it; it got detached in transportation.

I told accused that it would appear that the bar had not been across the door at the time of the fire: he said nothing.

I returned to where boxes (C and D) were: I observed a partially burnt hat box with pages of a book and bills in it (Ex. Fl for identification).

These are the bills exactly as found and these are the pages of the book as found (Ex. F3 for identification). I asked accused whether the bills and pages of book bore any relation to his business: he said that the pages formed part of his stock book and the bills are his in respect of that business but that he did not know how they got to the back of the store as he usually kept them on a shelf in the store: the bills relate to the year 1950; they are in sequence of dates, starting from

In the Supreme Court.

Prosecution Evidence.

No. 7.

F.T.De Abreu, Examination continued.

Prosecution Evidence.

No. 7.

F.T. De Abreu, Examination - continued.

lst May in case of M. Gonsalves to September 7th and from 4th March to 18th September in case of Khouri. I added the totals: cash purchases (Gonsalves) \$1,587.39: \$200 of that is a payment on account. In the case of Khouri \$2,964.86 purchases, less \$1,065 cash payments as per bills. Purchases from both Khouri and Gonsalves total \$3,287.25.

At that stage accused suggested to me that the fire could have been caused by the oil stove in the club premises above the store.

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Accused, Cecil Daniels and I went upstairs I found the stove and and examined the stove: bottle of oil intact, no sign of fire, as shown on A23. This is the bottle of oil (Ex. Ol). There was no sign of fire in that room. I drew this to the attention of accused: he said nothing. went back to the store downstairs and Miss Sheila De Camp was called and in accused's presence showed her the two empty shelves in the store I asked her if there was anything on the shelves before the fire and whether there was tweed on those shelves: She said there was no tweed on the shelves but on the uppermost shelf there were dress lengths placed on top with the ends pulled down to the lower shelf and tacked across the open space: she pointed out the pieces of cloth still adhering to the top shelf. Accused was present and said nothing. I took Miss De Camp to the back room and showed her the bar and asked her who had secured that door on the Saturday afternoon; said she had done so and had put two nails into the bar in order to prevent it being raised up: accused was present and said nothing: the bar (Ex. E2) has two holes in it.

At 11 a.m. that day I went to accused's house with P.C. Byrne and collected a glass mug: I found it was the same design as the broken one I had found in one of the boxes (Put in evidence - L8).

On Thursday 12th October I went back to the store and there met Johnston, Joe Fernandes, McAndrew, Olton: I sent for accused and he came: I told accused I would like him to be present and assist in taking stock of what is in the store and that is being done in the interest of the Insurance Companies and the Police. Accused said he would not take any part in the stock taking without

consulting his lawyer: I told him as everybody present I could wait no longer and I would proceed to take the stock in his absence. Accused left and the stock was taken in my presence by Mr. Johnston assisted by Joe Fernandes: it was completed 2 p.m. About 2.30 p.m. accused returned and told me if I wanted any further information on the matter I must consult his counsel Mr. Cabral as he is not prepared to make any further explanation. accused that the stock was completed and it amounted to only \$4,143 and in view of certain evidence I had at my disposal I had decided to charge him with I arrested him and handed him over to Detective Sergeant Belfon at the C.I.D. I charged and cautioned accused and he made no statement: he was placed before the Magistrate and obtained bail that day .

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In the Supreme Court.

Prosecution Evidence.

No. 7.

F.T. De Abreu, Examination - continued.

On 13th December I obtained a glass mug similar to L8. I put ½ pint of gasolene in it, a little bit of straw, placed it in a box and set it alight: It cracked up in 10 minutes and 5 minutes later the flame subsided. I compared the broken bits with D5 and observed that on the inside of the mug there is a black soot and outside is no soot and it is similar in this respect to D5. (Bits of mug tendered - Ex. AA).

On my visit to accused's home I removed a quantity of letters: I opened a grip which had been taken to C.I.D. and in it I found a Transport in the name of Tola Teper, wife of accused for lot 119 Regent Street, Lacytown dated 23rd February, 1948. (Tendered Ex. "BB"). The transport was among the papers in this grip. (Ex. "K")

Accused owns a black Hillman 7380: I drove in it on 10th October, 1950: accused drove me from C.I.D. to 119 Regent Street.

Cross-examination: The two boxes (C and D) were 8 to 12 inches apart. The westernmost of the two boxes was about 18 inches from the western partition of the back store which separates the club door from the back store. The western partition is completely burnt away: at the top of the expanding metal can still be seen.

Crossexamination.

I would say the fire burnt fiercely in the western part of the back store, (i.e. in region of boxes) as well as at other places.

Prosecution Evidence.

No. 7.

F.T. De Abreu, Crossexamination continued. Gasolene is highly inflammable. Gasolene would explode in certain conditions: more so than kerosene oil. There was straw smelling of gasolene and still unburned.

I found F1 (cardboard box) under some debris in the back store between the two boxes. I dug it up. This was on the Wednesday at about 9.30 a.m.

Accused mentioned that the stock book used to be left on the counter sometimes or he used it to calculate the prices. The majority of accused's stock was price controlled. The Police have the power to call on a shopkeeper to produce his record of calculations. If the invoice is produced the shopkeeper need not produce the record of calculations.

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Inspector Deygoo called my attention to the broken glass in the box on the Tuesday morning, at about 9.30 and at that time the boxes had the same amount of straw as is now in them.

I learnt that P.C. Byrne placed the greater part of the straw in the boxes.

My interview at the store with Miss De Camp lasted at the most 10 minutes; it was at about 10.30 a.m. on the Wednesday 11th; that was the only interview I had with her that day: Sergeant Belfon and accused were present: I do not think P.C. Byrne was there: I don't remember Major Atkinson being there nor S/I Watkins.

I had only one interview with Miss De Camp at the store: Miss De Camp was sent for by a P.C. presumably in Police Jeep.

Miss De Camp was standing near the middle (East end) outside the counter, near to an opening between two counters: I was near to her, on her left, we were facing north. Accused was 4 - 5 feet behind Miss De Camp: we were about 3 minutes in that portion. Accused did not take part in that conversation. When Miss De Camp and I went to the back door Accused remained at the door between the back and front store, about 7 feet away. Miss De Camp did not to my knowledge, speak to accused.

I am positive accused was there at the time I spoke to Miss De Camp.

I was in charge of the enquiries in this case.

That visit of accused to the store to change the child's grip is the only way that the bar to the back door could have been removed after Miss De Camp had put it in place and pinned it.

There may have been something in the grip.

The Police found a grip at the time.

Adjourned at 3.30 to 9.30 a.m. to-morrow. (17.1.51).

Wednesday 17th January, 1951.

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10 Cross-examination continued: The interview with Miss De Camp was not in the morning but between 2 and 4 in the afternoon.

Don't remember accused sending a message to me that he was very hungry, that he had been waiting so long.

I suspected at that time that accused had something to do with the fire.

(Witness is asked to mark on Ex. A4 where the two top shelves are: he does so, in red ink).

The lower portion of the western end of the shelves is not entirely burnt away.

Accused did tell me he had tweeds on the two top shelves.

There were bolts of tweed on the counter as enumerated on a bill produced in Court: The five bolts which I found on the floor I replaced on the two lowest shelves from which they appeared to have come: the photos were taken after that.

On A4 there is an empty shelf on the Western end (in left of photo): It appears as if the back of that empty shelf is burnt away.

Some of the bolts of cloth which I found on the floor could have come from that empty shelf.

In the Supreme Court.

Prosecution Evidence.

No. 7.

F.T. De Abreu, Crossexamination continued.

There were no compartments on the top shelf.

Prosecution

The lower red line on A4 is seven to eight feet from the floor.

Evidence.

The "experimental" mug was bought by P.C. Byrne.

No. 7. F.T. De Abreu, Crossexamination continued.

I sent the box, straw and broken glass to the analyst.

When accused told me to try the noise of front door of the shop on Wednesday he had reason to think that he was under suspicion.

10 There is a container for a bolt at the bottom of the door (in Court) - don't know what has become of the bolt itself.

The show case on Ex. A4 is not level with the counter.

Re-examination.

Re-examination: There may have been impressions of cloth on the empty third shelf.

Ex. R2 is part of the third shelf: I say whether it came from the first or second compartment to the west.

20 The width of the empty compartment was about thirty-two to thirty-six inches.

The cloth I found on the counter appeared to correspond with the cloth mentioned on bills K3 and K4.

Witness refers to Control of Prices Order, 1950 in Gazette of 28. ix. 50. para. F(1).

No. 8.

No. 8.

W. Aaron, Examination. EVIDENCE OF W. AARON.

WALTER AARON sworn states: P.C. 4419, Central fire Station, Georgetown. On 9. x. 50 a fire alarm was received at the Station about 2.30 a.m. and I went with the Brigade to 119 Regent Street, Lacytown:

three storey building on fire: the two upper flats were occupied by one Daniels: ground floor occupied by accused. I took action at the back of the build-I had a London hand controlled branch pipe. I started to direct the water to the top flat of the building: as there were other jets on the top flat I locked off my branch pipe and decided to enter the bottom flat. I kicked the north eastern door of the bottom flat: it was two half doors, opening inwards; little force was necessary. went about one foot into the building: opened the water and directed it into the bottom of the building which was on fire: I got it under control. There was a bundle of fire by the step leading upstairs near the partition of the back store on the north west side. Whenever the jet of water struck the seat of fire it had a tendency of flaring up. When I kicked open the door it did not seem to me to have been secured on the inside by a bar. I left the scene about 3.30 that morning. I returned on Tuesday and pointed out to A.S.P. De Abreu, Belfon where I was directing the water and the door through which I had entered. Ex. El is the door; the bar was behind the door leaning on the partition: Ex. E2 is the bar; I examined it and found that the part resting on the floor had little scorching compared with the rest of the wood. portion of the post on which the bar was resting was not scorched.

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In the Supreme Court.

Prosecution Evidence.

No. 8.

W. Aaron, Examination continued.

30 Ex. E3 is the portion of the post. In the back store I saw two boxes in the direction where I was directing the water, near the stairs - where I saw the "surplus fire".

Cross-examination: At Preliminary Enquiry I said "no force was required to open it" (p. 6 of depositions). I did not use any force on the door: it opened inwards easily, both halves: one kick only. My kick did not break the door.

Crossexamination.

There was a lock on the door, a square lock: I saw it on the door on Tuesday when I went back: it was hanging: it was in the position as in Ex. All.

I kicked the door hard, so that it could open.

I "stamped" it with the heel of my wellington (rubber) boot.

Prosecution Evidence.

No. 8.

W. Aaron, Crossexamination continued. Did not use an axe or any instrument: one kick only. Did not see any of the other Police Constables with an axe.

I travelled to the fire with about 12 Police Constables and same number back.

Don't know of anyone using any axe or implement on that building: I was there for about $1\frac{1}{2}$ hours.

I see a nail at the top of the door on the inner side and a nail hole about $1\frac{1}{2}$ inches from it: it appears to be blackened as though it has gone through the fire.

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I was in the store for about an hour that morning, between 2.30 - 4 a.m.

I went about one foot into the building: the whole inside of the bottom flat was enveloped in flames.

I directed water all over the bottom flat.

I stood in one position. I was about three feet from the two boxes: I now say about 8 feet: (from witness box to southern end of rail behind jury box): I smelt nothing like gasolene or kerosene at any time I was there. Boxes were about 3 yards from me.

The pressure that night could reach from here to canal in the middle of the street.

The water pressure was all right that night.

It took about 10 minutes to bring the fire under control: there were about 6 jets.

There were about 5 other jets in the store: I 30 was only one in back.

The pressure would knock down an ordinary man at a distance of 15 - 20 feet. The pressure would be about 80 1b.

I did see the boxes on that morning, between 2.30 and 4 a.m. I saw them for the first time when I returned that morning.

The fire was completely put out in the back store before I left: the flames were about 2 feet from the floor, near where I saw the boxes next morning.

Adjourned at 11.30 a.m. to 1.00 p.m.

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In the Supreme Court.

Prosecution Evidence.

No. 8.

W. Aaron, Crossexamination continued.

No. 9.

EVIDENCE OF J.T. ATKINSON.

No. 9.

J.T. Atkinson, Examination.

JOSEPH THOMAS ATKINSON sworn states: I live at Kingston House, Eve Leary. Supt. of Fire Brigade, Georgetown. On Monday 9th October, 1950 I got a telephone message 2.07 a.m. I left immediately by car for Regent Street. Near Camp House I could see a pall of smoke over the town.

On getting to the Railway crossing at Camp Street I noticed a glow in the sky in the direction of Regent Street and could smell the smoke. I got to 119 Regent Street between 4 and 5 minutes after getting the message. The premises, 119 Regent Street were on fire. The fire was well alight on all three floors and the flames were sweeping across Regent Street in a North east to south west direction: two units of Fire Brigade had just arrived: shortly after I got there the unit from Alberttown arrived. I saw that the six jets got to work and made an entry into the north west part, top floor, by a ladder: it was very hot, smoking: the roof was on fire - nobody present: I went to the middle floor by the stairs - I found nobody there.

There was an awkward spot of fire by the bar: that was estinguished. I then came out of the building as the staircase appeared unsafe: I went up to upper floor and came down by ladder.

I then went into the bottom flat by the North west corner through a doorway leading to the club

Prosecution Evidence.

No. 9.

J.T. Atkinson, Examination - continued.

premises: the partition dividing the stairway from the shop premises was completely burnt: there was a spot of fire, forward and to my right as I enterfireman Aaron was at the north east ed the door: side of the room: I was north west. I told him to put out that "spot" of fire and he did so: took 2 or 3 minutes to put it out: the whol the front and back were "very well on fire". the whole of to go within 4 or 5 feet of the spot of fire and I could smell a strong small of petrol as I got close 10 to it. I noticed that it flared up and that may have been due to the draught created by the jet of water: the same thing could occur if straw or rags were saturated with petrol - however the flare up would be nothing so big as if there was a surface of oil: the fire was brought under control roughly ten minutes from my arrival. I left A.S.P. Jones and a guard: I gave directions that no unauthorised person was to enter the building: later that morning, 8,30 I returned. Accused came into the 20 back shop while I was there: I asked him stored or kept any inflammable liquid such as petrol, paraffin, alcohol, polishes or stains on the premises: he told me that he did not have anything like that stored there. I was not satisfied and repeated my question: he said he had a little tin of paint in the shop: he indicated the place and I went and saw that there was paint in the pot: paint was there; about a pint, in the north corner.

I was speaking to a Detective and I heard a representative of the Press call out "I smell some gasolene here". Accused was present: he was then about 3 or 4 feet from the spot where I had earlier smelt the same thing. I saw two boxes there (Exs. "E" and "D"): the straw looked blackened on top and very much as though it had been on fire - completely charred for a depth of about two inches.

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(Straw removed from top of box and witness says the charred mass at the bottom is what it looked like).

I put my hands inside the straw and pulled up some straw which strongly smelt of petrol. There was quite of lot of wood stored in the back store against the northern wall. I was concentrating on that spot which had first aroused my suspicions. The floor immediately above this "spot" was very badly burned indeed. Could put finger through

within a radius of 12 - 15 feet above; this "spot" was the side of the worst burning.

In the Supreme Court.

On Wednesday 11th October I went back to the premises at request of Supt. De Abreu. I was asked to examine the back door on the north east corner of the building: Ex. El is the door: I examined it and came to the conclusion that the wooden bar had not been in place when the fire took place: at the time the wooden bar was near to the door: this is the bar Ex. E2. The door is uniformly charred over the area where the bar would have been had it been in place: the bar itself would have been less charred on one side had it been in place during the fire: the iron brackets would have protected the bar on the outer side had the bar been in place.

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Prosecution Evidence.

No. 9.

J.T. Atkinson, Examination continued.

The top of the bar fits in perfectly over the "slightly protected" portion of the pillar, Ex.E3. (Demonstrates).

The bottom of the bar is less charred, indica-20 ting that that end was resting on the floor - the fire sweeping upwards.

I examined the doorway leading from the front store to the back storeroom - Ex. E4. - the bar to that door, Ex. E5 - I examined it and came to the conclusion that it had not been in position at the time - it is not charred, slightly scorched: the condition of the bar is consistent with it being on the floor during the fire - it could not have been high up. The surface of the door (Ex. E4) on the store side is evenly charred.

The back of the show case window (Ex. E6): there is a bar across it, as when I saw it: the show case is on the southern wall: I am quite sure that the bar (E7) was in its position at the time of the fire: (Witness shows "protection" marks on door and on bar).

Exs. All and Al2 and Al3 show the position of the bar, E.2.

All the goods were charred on the outer surfaces; the bolts of cloth though charred on the outside, there were undamaged portions on the inside.

There was very little debris in the front store.

The amount of debris from the whole of the front store would about fill one of these boxes. (Ex. D).

Prosecution Evidence.

No. 9.

J.T. Atkinson, Examination - continued.

The debris in the back store was mainly these boxes and charred wood. I picked up a bolt of cloth near the boxes, which was only slightly charred: it was like a cheap cotton print material: it might have been either the back or front store. I have been through two or three thousand fires: I would say that if the fire did not start actually in Ex. D (box) then within two or three feet of it.

By Court: I would say that it would not be possible for a bolt of cloth to be completely destroyed, leaving no trace in the front shop - it might have happened in the back shop.

Crossexamination. Cross-examination: I would say that the time between the start of the fire in the building and the time it could be seen by someone outside the building would be about six minutes.

I would say that from the time the fire could be seen from outside to the time the alarm was received would be about twenty minutes.

The alarm was received at 2.07 a.m. The fire stopped blazing about \(\frac{3}{2} \) hour after I arrived.

The amount of straw I saw at the time is about 1/10th of what is now here.

The marks on the inside of the box show the depth of material in the box.

This is packing straw and these are packing cases.

Three sides of each box are badly charred and one side not badly charred at the bottom.

I would say that it looks feasible, could be possible, that the uncharred sides of the boxes were against each other.

If the partially charred side of the big box had been against a wall I would expect the whole

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side to be uniformly charred or uncharred as the case might be.

In Al7 the shelves behind the bar have no bottles: it is almost certain that the bottles, pieces of which are still on the shelf, got broken as a result of the fire.

The bar is over the storeroom.

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In A9 there are openings visible in the floor-ing above.

It is possible that if the fire started in the bar that inflammable liquid could find its way to the boxes (C and D) in the storeroom and start a fire there.

There was more material for kindling a fire in the storeroom than in the bar.

The stairway would create an upward draught.

A fire in the back store would tend to spread faster than one in the bar because of the draught created by the stairway.

The jet from P.C. Aaron's hose was missing the centre of the fire in the boxes and I had to direct him twice before he directed it in the proper position.

In the back store it would be possible to tell if one were directing the jet towards a packing case. I could see P.C. Aaron.

Adjourned at 3.20 to 9.30 a.m. to-morrow (18.1.51).

Thursday 18th January, 1951.

My first visit to the scene lasted about one and a half hours i.e. 2.15 a.m. to 3.45 a.m.

There were a number of Policemen there: saw A.S.P. Jones. only officer I remember seeing there.

During the first visit I never spoke to anyone about the smell of gasolene.

When I left one jet was left on; playing on the building.

I gave no instructions with a view to preservaing any smell of petrol.

In the Supreme Court.

Prosecution Evidence.

No. 9.

J.T. Atkinson, Crossexamination continued.

The scantlings were lying on the floor: did not look underneath them, there was no smoke.

Prosecution Evidence.

When I returned in the morning the hose was not still being played on the building. I went back about 8.30 a.m. that morning: accused came while I was there: I did not send for him.

No. 9. T. Atkinso On second visit I stayed about three-quarters of an hour.

J.T. Atkinson, Cross-examination - continued.

The one hose I left on was being played on the top floor from the top floor: that hose was power-ful enough to reach the top floor from the ground.

On my second visit I spoke to some of the Police Constables about the smell of gasolene: I did not speak to accused specifically about the smell of gasolene: I impressed on the detectives, on second visit, that nothing near the boxes should be disturbed.

Don't remember talk about smell of kerosene.

I did not see any broken glass in any straw on any visit: nobody showed me any.

I was in the back store when I picked up the bolt of cloth but I am not sure that the cloth was in the back store: it was in the region of the boxes: this was on the second visit though I am not absolutely sure.

I went back to the store on Wednesday, 11th at 3.10 p.m. and was there about an hour.

(Sheila De Camp is called into Court):

There was a young lady there but I am not sure that it was Sheila De Camp. Mr. De Abreu and two Detectives were there at the time: I had a look at the stock at that time and at the doors. I remember that Mr. De Abreu took the young lady to one side, said something to her out of the hearing of accused and then he went back and spoke to her in accused's presence.

Don't remember a message from accused that he was hungry and De Abreu saying he could go away.

Cloth hanging down would tend to burn much quicker than if in a bolt.

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Re-examination: Do not remember what De Abreu said to Miss De Camp in presence of accused though I think there was some mention of cloth.

I am still quite firmly of the opinion that the fire started in the back storeroom: I am quite

Sealing material or putty would tend to disintegrate and fall out from between the wood. Did not smell gasolene or kerosene or inflammable material on the second floor.

Quite sure about the smell of gasolene.

At the eastern end of the back shop I picked up an 8 or 10 ounce bottle and gave it to accused to smell - that was on the Monday morning. I smelt kereosene in the bottle and asked accused about it and he gave no explanation.

If cloth is hanging over a pole, (horizontal) and the cloth is burned it is possible to find bits of charred cloth on the top part of the pole.

20 By Cabral: There was a strong smell of kereosene in the bottle, but no liquid but dampness: don't remember that accused said it had been used for cleaning the shop window.

No. 10.

EVIDENCE OF O. BYRNE.

No. 10.

In the Supreme Court.

Prosecution

Evidence.

No. 9.

J.T. Atkinson.

Re-examination.

0. Byrne. Examination.

OSCAR BYRNE sworn states: Detective Constable 4608, C.T.D. Alberttown Branch. Know accused who carried on a dry goods store at 119 Regent Street.

On Monday 9th October '50 about 7.45 a.m. went to accused's store: met Major Atkinson there. I entered the back part of the store, by the northern door which was broken: there was a strong smell of petrol: to the north side of the room there was a quantity of scantlings: the wall dividing the front part of the store from the back was "practically

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Prosecution Evidence.

No. 10.

O. Byrne, Examination continued. burnt" and against that wall were these two boxes (C and D) they contained burnt straw, not as much as here to-day: a little bit more than in it at present.

I looked under the scantlings and saw straw which smelled strongly of petrol: I put that straw in the boxes (C and D).

Boxes (C and D) put in evidence.

I saw pieces of celluloid scattered under the scantling (Ex. F2 put in evidence).

On Thursday 12th October I removed a burnt hat box, Ex. Fl which was between the two boxes and in them was the bills (F3) and a partially burnt stock book.

Mr. De Abreu and P.C. Jainarine were present. I removed two pieces of floor board from above where the boxes were.

(Mr. J.A. Luckhoo states that Ex. F4, one piece of board is missing) this was tendered in the Magistrate's Court: it was burnt more from below than above: the space is still at the floor.

About 8.15 a.m. on the Monday I went to accused's home: he was not there: I went back to the store: between 8.45 and 9.00 a.m. accused came to the store: Major Atkinson was present: said he was surprised to see his store was burnt and he was not warned of it by the Police before: he inspected the entire premises of the store. asked him about how much stock he had in the store on the afternoon of the 7th when he closed up: said he had about \$30,000 in stock at that he pointed to the two uppermost shelves of store, to the northern wall and said he had tweed packed on the two shelves up to about one foot from the floor of the flat above. I asked him if his stock was insured and he said that it was, with the Hand-in-Hand for \$15,000 and with Lloyds for \$14,500: I asked him where he kept his stock book and cash book; he pointed to the north east corner of the front store and said he kept them there. on these shelves and saw a quantity of cash bills tied up in little parcels, they were scorched and burnt but no trace of stock book and cash book was seen: I told him if the books had been there they

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would now be seen as the bills are thinner and traces of them can be found on the shelves. Ex. "G" are the bills which I collected and put in the box (Ex. G. put in evidence).

I asked accused if he kept any inflammable substance on his premises and he said the only thing was a little paint.

I asked him who owned the building and he said Mrs. Teper: I asked him if the building was insured and he said it was for \$25,600 with three firms.

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I removed the two uppermost shelves which were against the northern wall of the front store; on one shelf there were the impressions of prints (Exs. H1 and H2 put in evidence: these comprise the uppermost shelf). R1 is the shelf below H1 and H2, second shelf going downward).

R2 is a portion of the third shelf: on the top are marks where tweeds were and underneath are marks made by prints stacked up from the shelf below.

I took accused to Brickdam Station in his car. On our way he asked to go to Esso Station as his car was empty and there he put in 5 gallons of gasolene.

Later that morning Inspector Deygoo and accused and I returned to the scene: Deygoo dug up some of the straw in the boxes (C and D) and asked accused to smell it: accused said it smelt of oil: Deygoo asked accused what was the amount of stock he had on 7th and accused again said he had \$30,000 in stock. Deygoo asked accused if he returned to the store between 7th and 9th. Accused said "yes" about 5.30 p.m. on Saturday 7th I returned to exchange a school grip which I had taken home for one of my daughters.

Deygoo asked accused where he kept his stock book and cash book and he then said "I am very forgetful and sometimes I leave it on top of this counter or under the counter he indicated a counter which runs east to west in the centre part of the store.

About 11 a.m. that morning I executed a search warrant at accused's premises at 74 Anira Street. To the north side of his bed I found this grip (Ex. K) open: it contained a quantity of documents (Put in evidence.

In the Supreme Court.

Prosecution Evidence.

No.10.

0. Byrne, Examination continued.

Prosecution Evidence.

No.10.

O. Byrne, Examination continued. I found a Bank Book - Ex. Kl, showing credit balance of \$8,000 which has since been withdrawn. (Put in evidence): also found a Bank Statement, Barclays Bank. Credit Balance of \$3,673.95 as at 28th September '50. (Ex. K2 put in evidence).

I found Insurance Policies No. 39,708, Hand-in-Hand, in stock of dry goods and other merchandise at lot 119 Regent Street for \$8,000 dated 8th March, 1950. (Ex. Ll, put in evidence also No.39,879 Hand-in-Hand dated 8th May '50, for \$7,000 (Ex. L2 put in evidence).

Also No. 3077 dated 15th June, '50 J.B. Leslie & Co. Ltd. for stock etc. for \$14,500 - Ex. L3 put in evidence.

Total insurance on these Policies is \$29,500.

Deygoo asked accused about the closing of the store and accused said he had closed at about 4.15 p.m. on Saturday and he returned there about 5.30 p.m. to exchange a grip: this grip (Ex. L4) was later taken from his daughter. (Put in evidence). 20

P.C. 4316 Mayers brought accused to me with this Ledger (L5 put in evidence) this cash book (L6 put in evidence and a quantity of documents (Ex. L7 put in): Mayers told me, in accused spresence that Mr. Hall the bookkeeper had given them to him in presence of accused: Accused said "I gave them to Mr. Hall to make out my Income Tax papers".

I told accused the Police are making enquiries into the cause of the fire and I would like to get a statement from him: he made a statement which I took down, read over to him; he said it was correct and signed it in presence of P.C. Mayers - this is it. (Ex. "M" put in).

Adjourned at 11.35 to 1.00 p.m.

Court and Jury, with Counsel inspect locus in quo.

Court resumes at 3.15 p.m. Jury checked.

Adjourned to to-morrow (19.1.51) at 9.30 a.m.

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Friday 19th January, 1951.

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P.C. OSCAR BYRNE continued: On Wednesday 11th October at 9 a.m. returned to scene with De Abreu and P.C. Jainarine: took Ex. C & D (boxes) to the Government Analyst. He went through the straw in the two boxes, retained certain amount of straw and paper: removed from one of the boxes these pieces of broken glass and gave them to me. I observed that they formed the design of a mug when fitted together and these pieces when fitted together represented the handle of a glass mug (Ex. D5).

About 10.30 a.m. that day De Abreu and I executed a Search Warrant at premises of accused at 74 Anira Street and there I found in the pantry this glass mug (Ex. L8) which Supt. De Abreu took away. I also found three letters in a bag in accused's bedroom, I took these (Exs. L9, L10 and L11).

On that day 11th at about 3 p.m. I took Sheila De Camp to the store: accused and De Abreu and de-In accused's presence tectives were present. Abreu asked her what was hanging on the two uppermost shelves: she said on the two uppermost shelves were dress lengths which were tacked as a means of advertisement from the top shelf to the second shelf and that there was no tweed on the two uppermost shelves: she said the shelves had about seven dress lengths opened out as advertisement and from the debris below the shelves in the front store she picked up patterns of five seersucker cloth as being the type of material on these shelves. (Ex. L12) She was taken to the back store and there she demonstrated how she had secured the door on 7th October by means of a bar and two nails on either side. Ex. El is the door which I later removed - E2 is the bar, also removed (Put in evidence).

On Thursday 12th I was handed the door key by accused - (Put in evidence) - he said that was the key for the back door of the store: this key fitted door of the storeroom, north east, and the door of the room to the north of the storeroom (with the light): later that day accused handed Mr. De Abreu a bunch of keys (Ex. L14) saying those are the keys for the store: one of these keys fitted the locks of both doors already mentioned.

This is the lock from the backdoor to storeroom (Ex. CC) (Witness demonstrates that both keys fit lock). In the Supreme Court.

Prosecution Evidence.

No.10.

0. Byrne, Examination continued.

Prosecution Evidence.

No. 10.

O. Byrne. Examination continued.

That day I collected all the stock in the store, packed it in 10 boxes which are now in the gallery. (Put in evidence - N1 - N10): also removed two glass cases from the store - in gallery N11 -N12 (tendered): also oil stove from pantry (Ex.01) and a bottle of kerosene near stove (Ex. 02).

I removed some debris from the storeroom to the west side of the boxes: in this debris there were no signs of tweed. (Ex. P.)

On 23rd October I received a stock book from 10 Mr. Johnston (Ex. Q).

On 10th November I received from the Analyst straw in jar (Ex. Cl) also some liquid in a bottle. (Ex. C2): a sheet of paper in a jar and in brown paper (Ex. D1) a bottle containing liquid D2 and some straw D3 also a bottle containing liquid D4.

Sentries were posted from 9th October to 25th October.

Crossexamination.

Cross-examination: Have not heard that accused was naturalised British subject in 1947: know he lives with wife and 3 children in Georgetown.

The keys to the deadlock are ordinary type: easily bought.

No straw on shelves.

The two nail holes at the bottom of the bolt carrier on the back door to storeroom are ripped: there is a bolt on the outside of this door: is a blackened nail on the inside at the top of this door: there is a nail hole near to this nail.

If there was a bolt in the sockets on the back door it might have dropped out: there were several bolts around: I did not take any away as I did not think it important (Attention is drawn to bolt on a Photo All): From the photo there must have been a bolt in the socket before removal to station. cap to the socket is still in the socket: the flat piece at back of socket is bent.

On A9 I can see two boxes: 40 I can see two uprights of the western box.

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I put the straw in the boxes about IO a.m. on Monday 9th: I knew that photos were goingt to be taken.

In the Supreme Court.

The boxes are in the position in the photo A9. in which I first found them.

Prosecution Evidence.

(Put to witness as at A on p.15 of depositions). (see p. 1).

No. 10.

Straw was dug out from under scantlings in Deygoo's presence - straw was scorched but not burnt - it smelt of petrol: Deygoo and I returned to store about 10.45 a.m. on Monday 9th: out straw about 5 - 10 minutes after I arrived. Accused was present.

O. Byrne. Crossexamination continued.

Deygoo told me to put the straw in the boxes.

'A' on p.18 is a mistake: it was on Wednesday (see p.2) I took Sheila De Camp to the store: I discovered this mistake after the Crown's case had closed.

I did not stop accused from coming into store when Sheila De Camp came there.

I did not hear accused say anything while Miss De Camp was in the store.

Miss De Camp left the store a little after 4 p.m. She was there for a little over an hour.Don't remember anyone speaking to accused during that time.

When I placed the straw in the Re-examination: boxes I was not aware that photos were going to be taken.

Re-examination.

I took Miss De Camp to the store: I left with her for the purpose of taking a statement from her (that was Wednesday 11th). Miss Phillips was taken to the store on 12th October.

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No. 11.

EVIDENCE OF F.T. De ABREU (recalled).

Prosecution Evidence.

No.11.

FRANK THEODORE DE ABREU (recalled) sworn states:

F.T. De Abreu (recalled) Examination.

Yesterday afternoon with Court and Jury I visited locus in quo and made notes of certain matters to which attention was invited by Counsel:

From 2nd shelf to floor - 5'7"

Top shelf to floor - 9'11"

3rd shelf to floor - 6 12"

On edge of 2nd shelf from top there were tacks 10 with bits of material adhering:

Top shelf is not continued on to east and west side of store.

Post in centre of store and remnants of blanket on strip running from that post to northern partition.

Bits of board still on back of north partition and uprights.

Open spaces in five - eight compartments west of north partition.

Remnants of uprights on beam above partition.

Remnants of 2 strips, horizontal, on centre part, one running north and the other east.

Remnant of piece of board on southern post. pointing west.

Remnant of coat hanger on west face of southern post.

Space caused by removal of E6 from back of showcase.

Condition of east and west wall in relation to 30 other walls.

Electric wire hanging in centre of store.

General condition of floor in store with debris (bits of cloth).

Impression on counter where show case was. Three openings in counter.

Adjourned at 11.30 to 1.00 p.m.

P.C. Aaron demonstrated how he kicked the northern door.

Condition of eastern and northern window was noted.

De Abreu pointed out position of the two boxes: first box at the 4th division of western side of door and the other box between 4th and 5th divisions.

Triangular "protected area" and bottom burnt less than top.

Post opposite 5th compartment: there is a 6th compartment behind that post.

Note condition of flooring over back storeroom.

Lower end of expanding metal to floor - 10 feet.

Lower end of metal to 6th treader of steps (going up) 6 ft. 2 ins.

Metal started at post to back wall of store.

No socket for electric light in storeroom.

Scantling in storeroom.

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Spot where cardboard box found in storeroom to back partition - 3 ft. 6 ins.

From partition to southern edge of post 2ft. 7 ins.

4th division - 2 ft. 10 ins.

5th division - 2 ft. 9 ins.

Base of triangle in 4th division is 2 ft. $5\frac{1}{8}$ ins: height 1 ft. 7 ins.

Base of triangle in 5th division 2 ft. 5 ins; height 1 ft. 8 ins.

Skirting at bottom of partition is 21 ins.

Space between nearest points of triangle $12\frac{1}{2}$ ins.

Hole in floor above 3rd division.

Condition of wall in part of 3rd hole of 4th and 5th divisions.

Net ure of debris in this vicinity.

One piece of board (perpendicular) remaining from division between stairs to upper flat and storeroom.

In the Supreme Court.

Prosecution Evidence.

No.11.

F.T. De Abreu (recalled)
Examination - continued.

De Abreu pointed portion wooden bar and piece of post cut away.

Prosecution Evidence.

Major Atkinson pointed out his position when he smelt petrol and from where he removed wood for jets to get at fire.

No.11.

Pieces of cloth debris in storeroom (by Cabral).

F.T. De Abreu (recalled) Examination - continued.

P.C. Byrne showed where straw found under scantling.

Room at back

Electric light with bulb and condition of room.

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Middle flat

New piece of guttering, a board on back range. Surface of boards in vicinity of bar. Cardboards and drinking straws inside bar. Openings in floor around billiard table. General condition of windows and upper floor. Cartons with empty bottles on top.

Portion of fluorescent lighting above billiard table.

Kitchen and position of stove.

Small glass window in kitchen has no latch or "nail holes" - sewage pipe running up side near this window: window appears difficult to open and shut.

Top flat

Nothing in particular noted.

Outside

Empty lot with concrete foundation.

Switch outside eastern side of store: from base of switch to concrete foundation 6 ft. and to ground 7 ft.

Window projections near switch box.

Eight feet from store to building to east.

Two impressions of bolt on floor near back door.

No connecting door from back room to storeroom. Strip pointing east attached to underneath of stairs.

No. 12.

EVIDENCE OF H. HINTZEN.

In the Supreme Court.

Prosecution Evidence.

No.12.

H. Hintzen, Examination.

HERBERT HINTZEN sworn states: L/C 4075, Alberttown Station. On Sunday 8th October 1950 I visited sentries between 10 p.m. on 8th and 2 a.m. on 9th.

That took me in the vicinity of 119 Regent Street. I went there around 1.15 a.m. I went up to the club over a dry goods store, there I met four men: Daniels (the barman and proprietor) three other men playing billiards. I entered the club through the western door and then up the stairs. I went for water and remained about 2 minutes and left by the same way alone. On coming down, on nearing the bottom of the stairway I heard the sound as if someone was walking on some straw or something of that sort at the back of the store. I could not see into that room. I stood for about one minute: did not hear the noise and then went to the back and examined the doors (not windows). I came through the east side and examined that side, also the Regent side of the building: all was intact.

Through the doors on the Regent Street side I saw the glare of a light in the storeroom at the back of the store: It appeared to me to be the glare of a "low watt" electric light. I left and went to Bourda Market: stood up for a while when Daniels passed being towed on a push bicycle going east on Regent Street. I got to Bourda Market about 1.25 a.m. and Daniels passed in about 5 minutes.

I returned to Alberttown Station at 1.50 a.m. While in charge room a fire alarm came at 2.10 a.m. I did not go to the fire.

Cross-examination (By C.L. Luckhoo): Have been in the force 25 years.

Crossexamination.

I am 6ft. $2\frac{1}{2}$ ins. I had not been inside that building before that night.

From July last year I had been visiting sentries in that area.

 $$\operatorname{\textsc{Did}}$$ not know the man at the club until that 40 $% \operatorname{\textsc{night}}$.

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Prosecution Evidence.

No.12
H. Hintzen,
Crossexamination continued.

Had no watch. Last sent I visited was the one by Camp and Murray Streets; got the time from him, 1.00 a.m. by his watch. Last time I had got the time was when I visited the Hospital - 12.30 a.m. I saw it by clock at gate.

Visited the Hospital on the Saturday before; cannot remember the time: same thing for Camp Street sentry.

Visited sentries during the day on Monday 9th but cannot remember the hours of the several visits. 10

It is not possible that I visited the club one hour different from the time I have given.

Bourda Market has a clock - it was 1.25 a.m.by it.

Remained outside Market for 10 minutes: from there went to visit sentry at East Street my last sentry before returning to Station.

No particular object in standing outside Market.

I knew 119 Regent Street housed a club.

Daniels did not tell me he was the proprietor 20 - I learnt that next day.

The Club was brightly lit: middle flat -can't remember if top flat was lit.

A club, a block away, was lighted. Can't remember seeing any other lighted.

I knew there was a store under the Club.

I found the entrance easily - first time.

I asked Daniels for the water.

Two playing billiards and one marking.

Fluorescent light over billiard table - bright. 30

I was about three treaders from the bottom when I heard the sound.

I heard the sound in a north easterly direction - inside store. Did not then know there was any straw in the building.

In the Supreme Court.

I stopped for a minute or two after hearing sound. Heard the sound for 5 or 10 seconds before I stopped - about 2 treaders above where I stopped - no other noises.

Prosecution Evidence.

I walked up the stairs ordinarily - not stealth-

No.12.

Straw came to my mind. It sounded like footsteps - not like rats, a heavy sound. My suspicion was aroused. Sought no assistance in checking up.

H. Hintzen, Crossexamination continued.

I did not at that time observe expanding metal at top of partition. I looked around to see if there was any opening through which I could see; did not look up. Saw no light coming from the top of the partition.

Saw the expanding metal next day.

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Sound was 7 - 10 ft. away. Can't remember if first door had a knob, same for second door.

I might have said in Magistrate's Court that second door had a knob.

The doors were about 12 ft. apart, may be little more.

I did check windows but can't remember where they were.

I did not see a bulb, only glare - fixed, not moving.

I looked through the expanding metal of the front door: looked through both doorways and saw the light from both.

I might have said as at A on p.22 (glass windows) if I said so it is a mistake. The light appeared to be in the back store: behind the partition, roughly to the west side - I now say about the middle:

(see p. 1)

Saw no light in the front store.

I did not think there might be an intruder in the building.

Light in back store did not strike me as suspicious.

Prosecution Evidence.

The light (or glare) came over the partition: did not see it through the door dividing back and front.

No. 12. H. Hintzen, Crossexamination -

continued.

Saw the glare about 3 ft. between top of partition and floor: the width of the glare was more than half of the back store.

(Witness is shown A4 and asked if it would surprise him to know that the partition goes right up to the floor - refers to A6 showing fragments of partition, still attached to posts, adjoining floor above).

Daniels was actually closing up as I was descending.

I made no entry in my notebook about this incident.

I stood up in front of building over 5 minutes.

By Court: I thought that it might have been a very large rat when I ceased to be suspicious.

Re-examination.

Re-examination: When I visit sentries I sign their pocket books - time and place. I signed the book of the last sentry at Camp and Murray Streets.

The period of duty is 4 hours. I gave a statement in connexion with this matter and that is how I came to recall the time - it was less than a week after the fire.

I visited the premises the next day.

A little light from the Street light reflects into the store.

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By C.L. Luckhoo: Did not check up on any windows on west side of building.

No. 13.

EVIDENCE OF RAMPERSAUD.

In the Supreme Court.

Prosecution Evidence.

No. 13.

Rampersaud, Examination.

RAMPERSAUD sworn states: Tailor. I know accused, worked with him at his store from May to September 1950: left because the pay was too small - \$7.50 a week: went back to the store, not to work, but because I make shirts for accused: I last went back one week before the fire - took shirts. I was paid for the shirts.

On 12th October I was taken to the store by Police. While I was working at the store I never saw tweed on the top or the second shelf: when I left in September there were dress lengths on the top shelf which were tacked on to the next shelf: nothing on the second shelf.

By Court I stopped working with accused about 3 - 4 weeks before the fire: early part of September.

Olga Phillips and I tacked on the dress lengths.

Accused used to buy milk and put it in an enamel pot. There was a glass jug like Ex.L8 in the store but it was too small and accused got the enamel jug.

The first time I saw a jug like L8 in the store was two or three weeks before I stopped work-ing with accused.

After accused started to use the enamel pot I did not again see the glass jug - this was about August.

Oross-examination: All the time I was working with accused there were Exs. C and D in the store-room: don't know what was inside the boxes. The boxes had "blocks" on which the bolts of cloth are wrapped.

Crossexamination.

There was celluloid in a grip, and leather: given to Bettencourt to make purses.

There were always scantlings in the back store.

May accused took over another part of the store and had to build shelves.

Prosecution Evidence.

Olga Phillips came to work in August '50. Olga and I tacked on the cloth one or two weeks after the top shelf was built: we were the first to do it.

No. 13.

Blankets and shirts were hanging in the store.

Rampersaud, Crossexamination continued.

The blocks are used for cloth that come without blocks, fugee and cotton.

I never saw accused buy milk in the mug (like 10 L8).

Never seen paint pots in the back store.

In some of the compartments on each of the three shelves below the ones over which the cloth was tacked there were striped tweeds and gray flannel. Accused used to sell china vases in the store.

Adjourned at 3.45 p.m. to 9.30 a.m. on Monday 22nd instant.

Monday 22nd January, 1951.

Cross-examination continued: I know accused had a stock book and a smaller book which were kept sometimes on a shelf and sometimes on the counter: they were sometimes rested over the cash drawer.

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Once one of the girls complained that urine had come from the club into the store: dirt always came through.

More than once the girls did not "pin" the bar to storeroom door and accused quarrelled: in my time they never forgot to bar the back door.

When I left in September the store had plenty 30 of cloth.

By Court: Accused told me it was the "record" book and if any detectives came I must show them: the smaller book related to shirts accused had had made.

By Cabral: The detectives might want the book for price control.

By Court: I was cashier for accused when I worked for him.

No. 14.

EVIDENCE OF S. DE CAMP.

In the Supreme Court.

Prosecution Evidence.

No. 14.

S. De Camp, Examination.

SHEILA DE CAMP sworn states: Live at Vreed-en-Hoop: was employed by accused at his store at 119 Regent Street up to Saturday 7th October '50: had been working with him 7 - 8 months: hours of work 7.30 to 4 p.m.; on Wednesdays up to noon: on Saturdays up to 4 p.m. On Saturday 7th there were two other assistants working there, Miss Albert and Miss Hodge.

Rampersaud and Olga Phillips worked there before, but not at that time.

On Saturday 7th went to accused's residence for keys to open store: these are the keys. Ex.L14. I got them from above the "receiver" in the kitchen, hanging on a nail: it was about 7.15 a.m.: did not see accused then; I usually go and get the keys: I opened the store that morning: Hodge and Albert were there: accused came about 11 a.m. I went for breakfast about 11.30 a.m. I usually go at 10.30 I did not go at 10.30 as accused was not I am in charge when he is away. Returned from breakfast at 12.30: can't remember if accused was there. He was there before 4 p.m. and at closing time, 4 p.m.; the other assistants and I did the closing. I closed the back door on the north east side with a wooden bar and two nails (one at each side) - it is a bar like E2. with nail holes at each end: I closed the window next to the door, on east side, and the eastern window in the store: the north eastern door was securely locked. Can't remember if door between store and storeroom was closed as I left before: I left first. Saw no inflammable liquid that day at any part of the premises.

The boxes (C and D) were in the back store room when I closed on 7th on west side: they were closed and there were empty cloth blocks on them. I had seen them for sometime before: the tops of the boxes were nailed down.

I saw no straw about the place on that Saturaday.

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Prosecution Evidence.

No. 14. S. De Camp, Examination -

continued.

The top shelf contained dress lengths along the whole length of it: cotton material, prints: there were seven dress lengths in all, not piled on each other. A dress length is three yards. They were tacked on to the second shelf: the third shelf contained some tweed, and spun silks and prints.

There was nothing behind the dress lengths (on 2nd shelf).

I visited the store with Police on Wednesday 11th October. Accused was present: he was at the front door.

I handed patterns to the Police (Ex.L12) which I got from the top shelf and from the floor.

On 7th October there were two blankets hanging on the north - south "cross piece" between the centre part and the partition: there were blankets on the show bench in front of the counter: I know of two occasions on which accused sold wholesale: he had one agent to sell by wholesale (don't know his name).

Accused stocked vases: they were on the eastern shelf: two in the show case outside and one in the show case inside: they were already there when I went to work there: he did not get any more while I was there.

Crossexamination. Cross-examination: There was a full stock of cloth on the shelves on 7th. There were bolts of cloth and dress lengths in front of the counter on the show benches: cloth in the show cases; bolts of cloth on the counter which had come in that Saturday; materials hanging overhead.

The store was fairly packed with goods.

New stock came into the store that Saturday: four bolts of tweed, ordinary size; four bolts of crepe de chine, three of seersucker from Mr. Gonsalves; also vests (ladies, boys and gents): two lots of grips came in that week (some like N17 and L4): shoes and yachting boots were to come in from M. Gonsalves on the following Tuesday.

Miss Hodge went on the preceding Friday or Saturday to inspect the shoes and yachting boots.

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The Bill which came with the goods from Khouri was for \$322: I checked the goods with the bill. Shortly before the fire accused had been discussing brightening up the store for Xmas.

The quantity of goods on 7th October was about the same quantity as had been there from the time the store was extended about May 150.

The two occasions on which accused sold whole-sale it was fugi that was not selling well.

Crepe de chine and spun silk were hanging in the store on display.

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The boxes were there some months before the fire and the scantlings from the time I went to work.

Cardboard blocks would be used for rewrapping cloth: celluloid and leather (for making purses) were also there.

Don't remember seeing a glass jug like this in the store. (Ex.L8).

Olga Phillips and Rampersaud were the first to tack the prints etc. on the top shelf.

The tweed was on more than one shelf below the display frame (i.e. two top shelves).

On Wednesday 11th I was taken to the store in the Police Jeep: Accused was at front door. While I was in the store I did not see accused inside the store.

After looking at the back door I came back into the front store and then I did not see accused in the store.

Saw accused only when I arrived and not again that $p_{\bullet}m_{\bullet}$

I "looked about" the front store.

On the Tuesday 3rd October I wanted to take home a dress length of linen on credit: accused refused to let me take it as he said I had too much credit: I had it folded up.

In the Supreme Court.

Prosecution Evidence.

No. 14.

S. De Camp, Crossexamination continued.

I remember Juliet Gall coming to the store on the Thursday before the fire and speaking to accused.

Prosecution Evidence.

I remember seeing a foolscap size book on the counter near to the small show case: never seen it on the cloth on the shelf - but have seen it over the cash drawer on the east side.

No. 14.
S. De Camp,
Crossexamination -

continued.

During the time I was working there no stock was taken.

I used to sell \$30 - \$40 a day, more on Saturaday, and towards the end of the month.

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I was in charge when accused was not there (after Rampersaud left).

I was in a hurry to leave on that Saturday to go to the gardens to the welcome for R. Christiani.

I remember one of the windows being left un-

More than once the nails were not put into the back door.

I heard that a burglary had taken place at the club above.

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A burglary had been attempted on accused's store that year: locks were damaged.

After the attempted burglary accused nailed the top part of one of the halves of the back door (witness is shown nail and nail holes).

Adjourned at 11.25 to 1.15 p.m.

Methylated spirits and kerosene oil were used to clean the shop windows.

On 7th in the afternoon accused asked Miss Hodge and I to choose grips for two of his children. 30

Besides the stock book there used to be note book and one or two exercise books about the store, kept next to the small glass case on the counter.

Several times liquids leaked down from the club to the store below: dust used to come into the store from the club.

In the Supreme Court,

Exs. K3 and K4 are the bills for the goods that came from Khouri and Gonsalves during week ending 7th.

Prosecution Evidence.

Know Willis who was a tenant at the back of the yard: heard him complaining about the club to accused.

No. 14.

I did pin and bar the back door.

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S. De Camp, Crossexamination continued.

Re-examination: I saw a foolscap book there but don't know if it was the stock book.

Re-examination.

K5 is the note book with the clerks' a/cs: my own a/c is in it (put in evidence).

My a/c up to October is \$3.75. My wages were \$5 a week. K5 was kept on the foolscap book in the store.

Can't remember when the discussion about brightening up for Xmas took place.

The two sales by wholesale were by way of the agent.

It was the eastern half of the back door that was nailed at the top.

The books were kept on the eastern side of the show case on the counter. (as shown in Ex. A6).

The cash drawer was on the east side of the door between store and storeroom, and on the eastern wall.

By Cabral: The half of the back door opened in-wards.

Witness looks at All and says she still thinks the deadlock was on the east and not west half. (she corrects this when an example is given).

By Court: The liquids from the Club used to drop near to the show case of the east side of the counter.

No. 15.

EVIDENCE OF O. PHILLIPS.

Prosecution Evidence.

No. 15.

O. Phillips, Examination.

OLGA PHILLIPS sworn states: Worked with accused from August to September (from the day after August Monday until 30th September). Miss De Camp and Rampersaud worked there at same time: Rampersaud left before I did: I got \$4 a week.

After leaving accused I was employed at Yassin's store in Regent Street; got this job the Monday following the Saturday I left accused: not still working there.

On Thursday 12th October at 10 a.m. went back to store with Police: accused not there: I pointed out to the Police a shelf on which the dress lengths were; to the north of the store: I had tacked dress lengths on that shelf, assisted by Rampersaud: it was in August.

Nothing was on the second shelf up to the time I left. The dress lengths tacked on were prints and seersucker. No tweeds on top shelf.

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Crossexamination. Cross-examination by C.L. Luckhoo: Turned out to work the first Tuesday in August (8th): the top shelf was there when I went to work: nothing on it or on second shelf.

Could be two weeks after I went to work that I tacked on the dress lengths, on the same day we were instructed by accused to do so.

The first time I noticed the top shelf was when I was asked to tack on materials.

Know Tidman Profitt, carpenter: used to see 30 him about the premises.

No. 16.

EVIDENCE OF T. PROFITT.

In the Supreme Court.

Prosecution Evidence.

No. 16.

T. Profitt. Examination.

TIDMAN PROFITT, sworn states: Live at 41 Russell Street: Master Carpenter. Know accused: with him in 1947 in Charlotte Street; in King Street in 1948: Thomas Street in 1950; end of January to February. November 1948 to May 1949 worked for accused at 119 Regent Street. End of January 1950 worked at 119 Regent Street; repaired floor in the range at back of yard.

Put shelves in the store at 119 Regent Street in February 1950.

Exs. C and D were in the west side of the store when I first saw them: the front store: I used them as a work bench: I used one piece from one of the boxes, about 4 inches wide by the length of the box: I was making some 'cells': there was straw in both boxes: accused told me that I must not allow anyone to carry away the straw and I must not break up the boxes and when I was finished with them I must nail them up with the straw and put them in the back room: I put them in the back room on the west side, near the staircase going upstairs.

I put shelves on the east side and then on the west side: at that time there was a division in the store. I packed in the back room the material left over from the shelves: four pairs of sash windows also packed in the back room. Accused told me he would give me the room at the back to live in and I must turn the light off and on for him: he said he could get \$10 a month for it but he would not charge me but when I started to work I must give him something: I agreed about the light. I started sleeping there about April '50: have seen accused visiting the premises there at night on many occasions.

Last time I worked for accused was in July last year: put up a shelf in the front store: partition running east to west: did this during the day: Rampersaud and Sheila De Camp were working there at the time but not Olga Phillips.

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The shelf I put up was 14 - 16 inches from the floor above.

Prosecution Evidence.

No. 16.

T. Profitt, Examination continued. I slept on those premises up to 23rd August (a Wednesday). On 24th August, accused called me and told me business was slow in front and he wanted the premises for a tailor establishment. I asked him when he wanted the room and he said at the weekend. I said houses were hard to get but I would try: I asked him about a vacant room in the range at the back of the premises: he said he could not give me because he wanted to keep paint there as he was about starting the other building: no trouble with accused before this.

On 26th July 1950, accused wanted me to come to Court to give evidence for him: I told him I could not come as the evidence would be false: He told me that I must say in court that the Police had come into the store and "roughed" him. I said he was trying to put me in trouble — I was not there when the Police went into his store — I was at North Road: I refused to go.

Gave up room on 25th August: gave Rampersaud the key to give accused as accused was not there.

On 21st or 22nd November 1950 I saw accused at the Mission House at Camp and Robb Streets where I was working: he came to me about 10 a.m. and said to me that he wanted me to put a partition in a place to which he was going at the end of the month: he said he had a wardrobe that he wanted to cut down and if I knew any good joiner I must bring him to him (accused): he asked me if it was not in August that I had put on the last shelf for him: I said it was in July: he said he did not know if I had told the Police anything about the two cases he had in the back store: I did not answer him.

Crossexamination. Cross-examination by C.L. Luckhoo: Went to the gold fields in September 1948; returned about 8th October 1948.

No straw was thrown away from either of the boxes.

The boxes were both against the west partition dividing the stairs from the storeroom. One box was about 3 ft. from the southernwall of the storeroom.

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I had not been in the storeroom since July when I built the shelf.

I placed the boxes in the storeroom about March.

The division in the front store was removed about May: before that the east side was used as the store.

I took one of the boxes upstairs to do some work (after I had put them in the storeroom).

Can't remember if I did the work upstairs before or after the north - south partition in store was removed.

I never did any work in August.

Can't remember date in July when shelves were put up - made no note.

Adjourned at 3.35 p.m. to 9.30 a.m. tomorrow (23.1.51).

Tuesday 23rd January, 1951.

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Cross-examination continued: Don't remember when Olga Phillips went to work with accused: first saw her there in August, don't remember date: Don't know how long after I built shelf I saw dress length on it.

I used box board (not boxes) to make cells the frame for which was about 8 ft. long and 3 ft. wide each cell was about 6" cube.

Might have been that the two boxes remained in the west part of the store until after the dismantling of the north-south partition.

I was to put on the lights at 7 p.m. and off at 10 p.m.

I built the switch box with flap on east of building: no locks.

While I was living back of store accused went into store twice: first time about July - he said he had left something in the store: second time was to fix a fuse.

The store light was to be switched off early in the morning: accused complained about my being careless about switching on and off the lights.

In the Supreme Court.

Prosecution Evidence.

No. 16.

T. Profitt, Crossexamination → continued.

Prosecution Evidence.

No. 16.

T. Profitt, Crossexamination continued. Never paid any rent: sleeping there from April.

Lock on east side of front door was broken as if someone had tried to get in and as a result I made a bar for that door.

Cigarette ends used to be swept into the little room adjoining the one I occupied - on the platform, and as a result I cased it up.

I did say as at A on p. 65 of depositions. (p.1)

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When accused came to me at Robb and Camp Streets he asked me if I remembered that there were two boxes which were removed to the back store after the opening of the western store.

Accused told me he wanted me to make a partition for his kitchen when he came to me at Robb and Camp Streets; but I did not go and have not been back.

Re-examination.

Re-examination: On one occasion when accused came there after closing he entered by the front, west side: don't know about second occasion.

It was about 9th August that accused speke to me about giving evidence for him about the Police "roughing" him: have not done any work for him since that date.

By Court: The wall between the store room and stairs was painted, so was the division between the store and store room.

No. 17.

C. Daniels, Examination. No. 17.

EVIDENCE OF C. DANIELS.

CECIL DANIELS sworn states: Live E2 39 Robb Street Bourda.

Manager of New Union Club from time it opened 8 months before fire: it is at 119 Regent Street.

Club premises were on 2nd and top flat of building. On Sunday 8th October I was at the Club: left between 12 and 12.30 a.m. on 9th.

During the 8th several members visited the club: the last visitors were Charlie Pestano and Bruce Weatherhead, playing billiards. During the night, about 11.30 p.m. I had occasion to go downstairs to the vat. I went alone leaving the two players upstairs. On going downstairs I observed an individual going towards the east paling of the lot: his back to me: he was a clear individual wearing a white pants and shirt - barehead. I thought it was accused as he usually goes to the store at night. The person was of similar height and build to accused: medium. I paid no particular attention: from a glance I thought it was him and did not pay any more attention. I went back upstairs: the two members were there.

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In the Supreme Court.

Prosecution Evidence.

No. 17.

C. Daniels, Examination - continued.

There are two members of the Club resembling accused - Charlie Pestano and Carl D'Aguiar: D'Aguiar had not been at the Club for a few days.

A Police Constable came up to the premises af-20 ter midnight - I had heard the Bourda clock strike midnight and it was a good while after: he asked for a glass of water: he drank it and left.

I closed up about 20 minutes after the Police Constable had left: I was towed on cycle by Pestano: left no fire in the Club. The last time I had done cooking at the Club was on the day before - at the northern end of the building on a double burner oil stove - kerosene oil - this is the stove and the bottle is the one with oil (Ex. 01 and 02).

After getting home I was awakened by the neighbours and went to the scene: club was on fire. I told the Police I had the keys: Major Atkinson called me and I opened the front door of the club: went into the premises in the afternoon. Furniture was insured with B.G. and Trinidad for \$2,000: I value furniture at about \$3,500: the club has since been paid by the Insurance Company \$1915. They deducted \$60 for portion of billiard table and \$25 for oil stove.

The stove and oil I found where I had left them that morning.

I was the first tenant of accused of the middle and upper flats: paid rental of \$120 per month.

Once accused complained of liquid falling into his store: nothing was done: it was a bottle of beer that had fallen.

Prosecution Evidence.

There were no holes or "creases" in the floor between lower and middle flat: could not see day-light through the boards. Boards were groove and tongue.

No. 17. C. Daniels,

Examination - continued.

Crossexamination. Cross-examination by C.L. Luckhoo: Club was founded early last year: I was manager from inception. I have no proprietory interest in Club: it is a members' Club: I get no part of the profits. I am paid \$20 a week: no perquisites. I owned none of the stock, furniture or fittings. Club is still in existence, at 134 Regent Street, at Pestano's. I am still the Manager at \$20 a week.

As result of fire Club was closed for two to three months: we re-opened shortly before Xmas; day before Xmas eve.

At the time of the fire the Club's books were in the Club - members' book containing list of members and subscription; stock book, cash account book: book (sort of ledger) dealing with purchases: visitor's book: these books have all been burnt - some of them, the fragments were there but I did not salvage them.

Have started new set of books since re-opening; the Secretary looks after them: only ones I have seen is cash account book and visitor's books.

A part of the Members' book has been salvaged. (Witness is asked to bring all books that have been salvaged and all new books since re-opening of Club).

Was not paid wages between fire and re-opening: done no work during that period; that is only loss I have suffered. There are about 120 members: I am one. About twelve persons were there during the evening of 8th October, including Pestano and Weatherhead: I remember Eustace Nassy and Mohammed Haniff - no visitors.

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As soon as Weatherhead finished the game he left: Pestano and I were the last to leave and did not return that night: did not observe a light in the building which caused me to return. Know a member called Vincent Barker, he was at the Club that night: last saw him about 9.00 that night.

There was a clock in the Club that night: attached to the western wall of the Club; chiming clock: only inner part now left. Can't remember if it was working that night; nobody called my attention to the fact that it was not working; it kept fairly good time: heard it chime that night - it chimes every fifteen minutes. The Market clock strikes the half hour and hour: not quarter hour.

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Did not observe what time Club clock was showing when I left: I had my wrist watch that night; did not look at it at time of leaving.

About ten minutes to close up; commenced closing up about ten minutes after the P.C. left. Closed both flats; usually the windows of top flat are never opened. The windows of top flat were not open that night: went upstairs and turned off urinal light: Pestano helped me to close middle flat: none of my brothers was there that night: I expected one of them: have three brothers, younger than me: Banner Daniels, Alfred Daniels and then Harold Daniels.

I was not closing when P.C. was leaving - game had not finished.

Do not deny I said at Preliminary Enquiry I closed up about half hour after P.C. left: half hour may be correct.

The Police Constable left about 12.10 a.m. he stayed about three minutes.

I passed by Market after leaving Club: did not observe time by Market clock: the striking I heard could have been 11 o'clock because I did not check.

It takes about five minutes to get from Club to home on bicycle.

Took off clothes and went to bed and dropped asleep: don't know how long I had been asleep when I was awakened: I was sound asleep.

In the Supreme Court.

Prosecution Evidence.

No. 17.

C. Daniels, Crossexamination continued.

Heard no suspicious sounds about the building up to time I left. Observed no light behind expanding metal.

Prosecution Evidence.

The switch to the light at entrance is at entrance.

No. 17. C. Daniels, Crossexamination continued. I smelt no gasolene or kerosene as I was leaving.

Did not observe the Police Constable on going past the Market.

Carl Pestano does not look like accused: he lo has a rounded face and is more squat and shorter.

I went to the vat about thirty to forty minutes before the Police Constable came.

The only reason I thought it was accused was because he sometimes comes at night to visit the place: did not speak to the person.

Sometimes I go for water and sometimes my brothers go: if they are there I always send them for water: the coconuts were finished. I have been down for water 5 or 6 times.

I glanced at the person for 2 or 3 seconds.

(See p.2)

Did say as at A on p. 40 of depositions ("glanced about a second").

I only saw the back of the man.

I was drawing the water when I glanced the man: he was about from here to Crown Prosecutor away from me.

At one time Harold (brother) slept on the premises on canvas chairs to east of billiard table.

There was a robbery at club about a week before the fire: stole tin with money (\$90) inside bar: bottle of whiskey, 6 bottles rum.

I am Treasurer of the club.

At time of fire the Club had no money, only stock.

My brother was sleeping on premises at time of burglary.

The fluorescent light had been removed and was found in the yard in front of front door - nobody has been charged.

Adjourned at 11.30 to 1.00 p.m.

The books referred to by Crown Prosecutor were seized by Police last year in connexion with a rum case.

The scorched book produced is the only one salvaged (Ex.DD): all others completely destroyed by the fire.

Kept books in middle flat in a cupboard under bar counter. I had custody of books. The cupboard in which books were kept was 8 ft. (in 2 halves) by 2 ft.; this book was on the floor of the building: the other books, remnants, were on the floor too - they were exercise books. There are other books besides these three - kept by Rodrigues. (Three books tendered). (Ex. EEl to EE3).

Do not keep a book for expenditure corresponding with this one for receipts.

I keep all the cash in hand.

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Receipt for \$425.72 produced (Ex.FF1) (Edward Browne).

The bills I now produce are for all expenditure incurred on the billiard table - total \$997.02 (Ex.FF).

Did not see Browne at midday.

Furniture, radio and utensils - about \$300 - \$400.

Paid \$500 to Mr. Singh for his loan to the Club on 15.1.51.

Minutes of 28th March 1950 and other meeting produced. (Ex.GG).

No Pro-Note given to my father-in-law Singh for loan of \$2,000 - he gave me the cash.

Never considered legal action against accused for loss to club through fire.

In the Supreme Court.

Prosecution Evidence.

No. 17.

C. Daniels, Crossexamination → continued.

The description of the man I saw would fit in with 100 people in Georgetown.

Prosecution Evidence.

A bag was smoking near the paling in the yard; this was shortly after the opening of the club.

No. 17.

I have spoken to Hintzen once or twice since the fire.

C. Daniels, Crossexamination continued. My brother Harold works with me - \$10 a week.

Alfred does not work.

Banner does not work.

Did not have a row with one of my brothers in the lot to west of Club, about August or September last year.

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Banner was fined \$50 for selling drinks to two detectives.

I told Banner not to come to the Club again. Banner did not say to me "You forget how I saved your Club from burning down, take care it don't happen again".

Did not suspect Harold of the Club robbery.

Re-examination.

Re-examination: The \$500 was paid at the G.C.C. 20 Pavilion, he is Mohabir Singh, Secretary of G.C.C.

The exercise books relate to the stock in the bar. (Ex. FF).

No. 18.

EVIDENCE OF C. D'AGUIAR.

In the Supreme Court,

Prosecution Evidence.

CARL D'AGUIAR sworn states: Live at 309 Murray Street, Georgetown. Work at Ferreira and Gomes Ltd.

No. 18.

C. D'Aguiar, Examination.

Member of New Union Club: was a member at time of fire.

On Monday 9th October 1950 went to 119 Regent Street about 9.30 a.m.

Did not visit the Club the previous night (8th 10 October). Got home about 9.30 a.m. that night: went to bed about 9.45 p.m. and got up about 8.30 next morning.

Cross-examination by Cabral: Was a member of Club for about 4 months before October '50: paid no entrance fee or subscription - used to go to club as a member.

Crossexamination.

I do not consider that I resemble accused.

Have never seen Cecil Daniels go and fetch water.

20 Carl Pestano used to be a member of the Club.

Members hardly used the top storey.

No. 19.

EVIDENCE OF N. NEWSAM.

No. 19.

N. Newsam, Examination.

NEVILLE NEWSAM sworn states: I am the Government Analyst. On Wednesday 11th October I received two boxes from P.C. Byrne containing straw, debris: other box contained straw, debris, sheet of paper at bottom and some broken glass. There was a strong smell of gasolene from both boxes.

Ex. C and D are the boxes.

Prosecution Evidence.

From Ex. C I removed a quantity of straw and kept it: a portion of that I used for distillation purposes - it is marked Cl - I recovered 10 milli-litres of petroleum oil - the oil is in C2, sealed with Government seal.

No. 19.

I did similar process with clean straw and recovered no oil.

N. Newsam, Examination -continued.

I removed the sheet of paper from the other box, the lining: took a portion of that paper and carried out a similar process of distillation - paper Dl - recovered 18 millilitres of petroleum oil - D2.

The paper in the glass jar has a smell of petroleum oil.

Took straw from box D - this is D2 - by similar process I extracted 3 millilitres of petroleum oil - this box had bits of broken glass similar to D5 - there was soot on the inner surface. I returned those to the Police the same day, as well as the boxes C and D.

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On 9th November I handed to P.C. Byrne all the exhibits except the two boxes.

The Petroleum oil I recovered could not have been kerosene, it could have been gasolene - could not have been anything else.

Kerosene has certain characteristics and constants and this oil did not coincide with those characteristics e.g. flash point and specific gravaity.

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Gasolene has characteristics but the oil I recovered did not agree with the gas characteristics; from these results I formed the opinion that the oil was a product that would be obtained when gasolene had been subjected to a certain amount of heat and the lighter fraction of the gasolene vaporised.

Crossexamination. Cross-examination by Cabral: Gasolene gives off an inflammable vapour at the ordinary temperature of this Colony: would expect to smell gasolene if sprinkled over papers on table.

Heat increases the rate of evaporation, making it easier to smell.

In the Supreme Court.

A person standing 12 ft. away should smell it.

Prosecution Evidence.

Soot is a deposit of carbon which is the result of combustion.

No. 19.

If a vessel like the jug is lying on its side and there is smoke around it, I would expect more soot to be deposited on the inside: I would expect very little on the top, on outside: would expect soot on the bottom of the outside: no soot on bottom if it was protected.

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N. Newsam, Crossexamination continued.

Re-examination: In the circumstances you give (i.e. the fireman in back storeroom) the smell of the smoke might obscure the smell of the gasolene vapour.

Re-examination.

The bits of glass appear to have been through some fire.

Burning gasolene in a mug would cause a deposit like in D5.

Clean straw makes no deposit but straw saturated with gasolene does.

I would expect straw saturated with gasolene and covered with scantlings, not to burn, if it is smothered by the scantling.

No. 20.

No. 20.

EVIDENCE OF C. STEWART.

C. Stewart, Examination.

CECIL STEWART sworm states: P.C. 5135 stationed at Alberttown Station. Know accused. Live at his property at 119 Regent Street since 1946. I am still living there. My mother occupied a room in the range there until she died in 1949: I was there before accused purchased the premises — he took over in 1947. My room is the first one in the range

from the three storey building.

Prosecution Evidence.

While there friends have visited me including Police Constables, day and night,

No. 20.

Accused spoke to me more than once about Police Constables visiting me: he told me that he did not like Police Constables about his place: I told him that all he is concerned with is that I pay him his rent: the last time he spoke to me was 3 or 4 months before the fire.

C. Stewart, Examination continued.

Have seen accused visit the store several times at night between 8 to 10: have seen him go in by back door about 3 or 4 months before the fire: he turned on a light when he went in.

On Sunday 8th October I was on duty from 6 a.m. to 6 p.m. on sentry duty. That night I went home and then to the Astor Cinema and then to the Station (Alberttown) where I slept. Got up next morning about 5. I was then posted on duty at the premises that had been burnt.

Crossexamination. Cross-examination by Cabral: The southern window of my room is opposite the back door of the store, about 14 ft. away.

I was at the window for about one minute before closing it when I saw accused at back door on that occasion: my window was fully open: the window opens outwards. I had been in the room about $l\frac{1}{2}$ hours. I had my light on: kerosene oil lamp.

Accused came from the west side: he could have seen me: I was not all the time on good terms with accused because of what I have said (re Police Constables coming to see me).

Accused was at the door when I closed the window: the door was already open. No light on in the store at the time.

At no time did I observe anything in accused's hands.

Can't say how he got the back door open if he had nothing in his hands.

As soon as he reached there he got the door open.

I did not see or hear anything to indicate to me how accused got the door open.

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Can't say if accused had been in the store previously that evening.

Accused did not glance around him.

My room has one window facing west, and the door: both were open.

Accused was at the top of the steps when I closed my window.

I was off duty for that night: did not go anywhere - went to meet a male friend.

I went out about 2 minutes after closing my window.

Accused never gave me notice to quit.

Four or five Police Constables used to visit me at a time: I have a single bed: accused repaired my floor.

Accused found six to eight Police Constables on my bed at one time and he grumbled about it.

By Court: Saw no light in store through back door saw it through openings between the boards: I went to the street via west side of building.

Adjourned at 4.10 p.m. to 9.30 a.m.

No. 21.

EVIDENCE OF L. GREEN.

No. 21.

L. Green, Examination.

Wednesday 24th January, 1951.

LUCILLE GREEN sworn states: Live 116 Regent Street, Lacytown with my parents: the lot on which I live is on the north side of Regent Street between Alexander and Camp Streets: former is the east of me.

Know accused's store at 119 Regent Street not far from me: about 80 yards away. His store is to east of where I live.

In the Supreme Court.

Prosecution Evidence.

No. 20.

C. Stewart, Crossexamination continued.

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Prosecution Evidence.

No. 21.

L. Green, Examination continued. On Sunday 8th October '50 I was at home: went to bed about 10 p.m. Got up about 1.30 to 2 a.m. next morning: awakened by my mother: my two brothers and sister-in-law and her children were in the house: I woke the others went to the window and look to the east and saw a big blaze: there were a few persons going in that direction: the Fire Brigade came up from west. I saw plenty smoke.

I saw a fair skin man running from across the pave on the southern side of Regent Street: he came across the road and got in a small car that was parked in front of our gateway: it was a black car: he reversed it in a westerly direction, turned round and went along Regent Street in a westerly direction. I did not come out of the house that night.

Crossexamination. Cross-examination: I live above an ice business and Thomas' Drug Store. Next to where I live, going east, is a bicycle shop then Gomes' Outfit Store then Alexander Street.

I was nervous and excited as blaze was so near.

Did not look at any clock until after the fire was over.

The Brigade arrived about 5 minutes after I got to the window.

I saw the big cloud of smoke about $\frac{1}{2}$ hour after the brigade arrived: it was about 10-20 minutes after I saw the smoke that I saw the man run to his car.

When I first saw the man he was to the east of the Alexander Street corner: he came diagonally across the street to the car.

Don't know the colour of his hair: was not particularly concerned about the man.

The first time my attention was drawn to the car was when the man went to it: can't say if the car was parked in front of my house when I got up: don't know if there were any other cars parked outside there: don't know the make or the number of the car: may have been a blue car.

The man was trotting. The man had on a white shirt but can't remember what pants.

By Court: He was a medium sized gentleman. No hat.

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No. 22.

EVIDENCE OF T. CATO.

In the Supreme Court.

Prosecution Evidence.

No. 22.

T. Cato, Examination.

THOMAS CATO sworn states: P.C. 4067, stationed at Alberttown Station.

On Sunday 8th October I was on duty 6 - 10 p.m.: off period 10 - 2 a.m. and then 2 a.m. to 6 a.m. on 9th. Left Station at 1.45 a.m. for duty on Camp Street: my beat was from Lamaha Street to South Street along Camp Street.

I walked along Fourth Street: north into Cummings Street: west along Middle Street and entered into Camp Street about 2 a.m. I proceeded south along Camp Street towards Regent Street. I heard a shout of fire. I was then between Church Street and Murray Street proceeding south along Camp Street. Before I got to Regent Street one engine passed while I was between North Street and Robb Street going east along Regent Street.

When I was about 10 to 15 rods from Regent
Street the second engine passed going in same direction. I stopped at the corner of Regant and Camp
Streets. There were crowds going east and west
along Regent Street (to and from the fire): I heard
a woman's voice shouting "Your place burning and
you going away from the fire"; immediately then a
black car which was proceeding west along Regent
Street turned north into Camp Street; in the car
was a fair man resembling accused. I did not observe the number of the car. I could not see the
fire from where I was standing.

Cross-examination: Don't know who or where the woman is.

Crossexamination.

She was on the pavement on the opposite side of Regent Street near enough for me to hear. The burnt building is about $1\frac{1}{2}$ blocks from where I was standing.

I saw smoke in the air when the car passed.

Have been in the force 25 years 9 months.

I had no suspicions at the time.

I mentioned this about 2 days after the fire.

Prosecution Evidence.

I first heard about arson on the Tuesday morn-ing.

No. 22

C. Cato, Crossexamination continued. I was stationed at Kurupung up to July, '50: went to Berbice in September on holiday between 19th and 21st.

Re-examination.

Re-examination: Made my report to A.S.P. De Abreu.

By Court: It was a medium sized car.

No. 23.

No. 23.

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M. Pinder, Examination. EVIDENCE OF M. PINDER.

MATILDA PINDER sworn states: Live at 74 Anira Street, Queenstown: work with Mrs. McDavid (R.M.). Know accused and his wife. In April last year Mrs. McDavid rented her house, furnished, to accused and his wife: among the things was glassware, including two jugs like Ex. L8.

I was shown some pieces of glass by P.C. Byrne Ex. D5 as well as Ex. L8: they appear to me to be of the same shape or design.

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On 2nd December, 1950 Mr. and Mrs. Davis and I took over that house from accused and his wife: we went over the inventory and found things missing, including the two jugs like Ex. L8. Accused said one was broken and the other was at the Station.

No. 24.

EVIDENCE OF L. MURRAY.

In the Supreme Court,

Prosecution Evidence.

No. 24.

L. Murray, Examination.

LUCILLE MURRAY sworn states: Live at 112 Duncan Street, Newtown. Work at Bacchus' Dry Goods Store at 146 Regent Street.

Know the store carried on by accused at 119, Regent Street.

Ex. Z2 - a bill dated 5. 8. 50: it is for thread to the value of \$3.77 purchased by Mrs. 10 Bacchus from Bargain Store (accused's store): it is by wholesale - Bill put in evidence.

I have another bill No. 49 dated 21.9.50 for fugi to the value of \$11.60 purchased by Mrs. Bacchus from Bargain Store - wholesale transaction. Bill put in evidence (Ex. Z3).

These items were sold by retail by Bacchus. The thread was delivered by an East Indian man and the fugi by a black girl. Mrs. Bacchus paid the Bills.

The goods were ordered from the Bargain Store 20 through two agents: Maraj and Van Veen.

Cross-examination: Working at Bacchus since 6th February '50. These are the only purchases I know of by Bacchus from accused's store.

Crossexamination.

These are small transactions for wholesale.

No. 25.

EVIDENCE OF W. ROBINSON.

Prosecution Evidence.

No. 25.

WILFRED ROBINSON sworn states: I live at Field 11 Bed 6 La Penitence. I carry on a dry goods store at 25 Saffon Street.

W. Robinson, Examination.

I know the store that used to be carried on by accused (Bargain Store).

Bill marked Z4, dated 23rd September '50 for fugi, 80 yards, purchased by me from Bargain Store-wholesale transaction. I was going to retail it. The bill calls for \$23.20 - I paid \$22.73 as the cloth was only 78 3/8 yards. I have sold it all.

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The cloth I purchased are similar to the patterns in Z5 and Z6. I added 16 2/3% and sold retail. I purchased through an agent but can't remember his name. Have about 10 years experience of dry goods: the cloth appeared to me to be new not soiled or damaged.

Crossexamination. Cross-examination: By Cabral: I gave two patterns to the Police; last year, about three weeks before 18th December, 1950: I had a little in stock at the time. I sold out the last of it in December.

This is not an expensive cloth.

Poorer people live in the area of my shop.

The agent's was something like Veendam.

I arranged the quantity before the cloth came.

Would not expect an error of 1 5/8 yards in measuring the cloth.

I don't know if any faded part had been cut off the cloth.

Re-examination. Re-examination: The mistake was discovered at my place.

The cloth was in two pieces.

No. 26.

EVIDENCE OF M. HUSSAIN.

In the Supreme Court.

Prosecution Evidence.

MAHMOOD HUSSAIN sworn states: P.C. 5380 stationed at C.I.D. and Alberttown. On Wednesday 26th July 150 accused was brought to C.I.D. in connexion with the sale of cloth. I asked him about the books he kept - stock book and record of calculations. He told me he kept them at his home in Anira Street. He made a statement in that matter.

No. 26.

M. Hussain, Examination.

10 <u>Cross-examination by Cabral:</u> The amount of cloth involved was one pants length.

Crossexamination.

I did not go to accused's shop.

I took the statement myself - this is it: it correctly represents what was said about the stock book.

I heard that there was some quarrel between accused and the Policeman and as a result he was charged with disorderly behaviour: reprimanded and discharged: obstructing Police - fined \$7.50: failing to keep records of calculation - fined \$2.50: failing to file invoice of cotton piece goods - reprimanded and discharged.

(Witness reads statement).

Re-examination: That statement was tendered in the Magistrate's Court in connexion with the summary offences.

Re-examination.

Adjourned at 11.30 to 1.00 p.m.

No. 27.

EVIDENCE OF J.J. THOMAS.

Prosecution Evidence.

No. 27. J.J. Thomas.

Examination.

JOHN JEROME THOMAS sworn states: Secretary of M. Gonsalves, Ltd. Know accused and that he carried on a dry goods business in Regent Street. He bought goods from my firm.

This is an extract of the account of accused between June and October 1950. (Ex.Z1) (Put in evidence) - that account shows he is indebted to my firm in the sum of \$1324.60.

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Crossexamination. Cross-examination by C.L. Luckhoo: With firm since 1921, when it was established.

Accused has dealt with my firm since he came. Always found him a reliable customer; he has owed us more than \$1,300 at times. Accused has bought \$12,066 worth of goods from us from 12th July, 1944 to 19th December, 1949 which he paid off in full before the new account was started.

This is certified by me: debit transactions between 6th June - 15th June 1950 - \$327.22.(Ex.JJ).

Cash transactions are not shown in our ledger.

Re-examination. Re-examination: Three of the bills in F3 are shown in the account - Ex. JJ.

No. 28.

No. 28.

L. Johnson, Examination.

EVIDENCE OF L. JOHNSON.

Road Bourda. Salesman at S.S. Khouri, 7 Longden and Commerce Streets. Georgetown.

Know accused very well. He is a customer of Khouri's. Know his dry goods business at 119 Regent Street.

I have about 36 years experience in dry goods business.

On 10th October, 1950 I visited accused's store: De Abreu was there: Collier from Hand-in-Hand, Fernandes from Lloyds and McAndrew also from Lloyds, Olton of Hand-in-Hand, George Camacho and Moore from B.G. Insurance. I inspected and then left.

On 12th October I returned. Accused was sent for and came: Olton and McAndrew were there also J.G. Fernandes.

De Abreu asked accused if he would like to remain while taking stock - Accused said he would rather not, he was worried and a very hasty person and he would rather not be there. Accused left. I took stock, assisted Mr. J.G. Fernandes: McAndrew was there off and on and Olton was there all the time. I recorded the stock in an exercise book - this is it - (Put in evidence - Ex. Q) - Total value of stock was \$4,143.86. I estimated the various lengths - I priced the articles at the wholesale price and they were valued irrespective of any damage.

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There is a question mark against some of the items - p.3 - empty boxes. I found these on the west side of the store on shelves: they were empty, less than two dozen.

P. 4, on eastern end of the northern wall two shelves were empty.

On 23rd November I returned to the store. Accused was not there: I saw the two top shelves on northern wall, they were empty: the one immediately below was partially empty. (Witness indicates shelves on Ex. A6).

I measured the distance between the two top shelves: 25 inches; length 18 ft. The number of bolts on the second shelf would be 40 i.e. 5 bolts in a stack and 8 on the length of the shelf.

I would average each bolt at \$4 per yard. 30 - 32 yards to a bolt. Total value on that second shelf - about \$5,000.

On the top shelf much more.

Accused said in my presence that he had tweeds "there" - indicating the left hand side of the northern shelf: everybody that I mentioned was there, this was on 10th.

In the Supreme Court.

Prosecution Evidence.

No. 28.

L. Johnson, Examination - continued.

I would say from the condition of Rl (second shelf) definitely that there was no cloth on it when it was on fire.

Prosecution Evidence.

Ex. K3 is a charge Bill made out by me on 6. x. 50. I sold the goods to accused myself: these goods were on the counter when I took stock.

No. 28.

I saw De Abreu pick up a bolt from behind the counter and put it on the counter but I did not see any other bolts on the floor.

L. Johnson, Examination - continued.

Cross-examination by Cabral: (Cabral asks that

P.C. Byrne goes out of hearing)

was wet when I was there on 10th October.

Crossexamination.

My valuation was arrived at without unrolling the bolts of cloth.

The value is in respect of cloth which was not consumed by fire or reduced to debris - damaged cloth is included in the stock I took. Some bolts were taken from the floor and put on the shelves - these bolts appeared to have been scattered among the debris by the water from the hose.

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OL

All the cloth

There was cloth debris all about the front store: I did not notice any cloth debris in the back store.

There was scantling in the back store.

A fire hose would scatter cloth debris and "pulverise it to powder".

It is impossible to estimate what quantity of cloth might have been reduced to debris.

No same person would attempt to estimate the amount of cloth that had been reduced to debris.

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J.G. Fernandes has as much experience in dry goods as I have. J.G. Fernandes said on 10th October that accused might have had \$15,000 worth of stock - I agreed with Mr. J.G. Fernandes. J.G. Fernandes is principal of J.B. Leslie who are agents for Lloyds with whom accused's stock was partly insured for \$14,500.

J.G. Fernandes had gone there with me for purpose of assessing the value for the insurance companies: my valuation was done at request of Handin-Hand: I was paid by them for the work.

I never noticed any signs of any hangings in the store.

I had been to the store about 3 - 5 weeks before the fire: have been working with Khouri's for 19 years.

I should have noticed if the shelves were depleted.

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(H1 and H2 are parts of the uppermost shelf).

I did not measure the top shelf or estimate for quantity of cloth which the top shelf could hold. I was never asked to do so.

I would call the "top shelf" a "display frame" when it is used for purposes of display: it is not a "bowl". The tendency in this Colony has been to build lower shelves.

Accused said he had goods "up to the top shelf there" - he was about 10ft. south of the counter.

Accused was not there when I was measuring the shelf.

Accused used the word "woollens" not "tweeds".

Mr. De Abreu was there. Don't remember hearing accused say how many shelves on which he had tweeds.

Re-examination: De Abreu asked accused what he had on top shelf and accused said "I had woollens or tweeds up to the top shelf".

De Abreu did not in my presence ask accused what he had on the second shelf: Olton was there at the time.

The estimate of \$15,000 was given before I made my inventory: I expected to see things in the boxes which were on the shelves - there were a few dress lengths in glass cases.

In the Supreme Court,

Prosecution Evidence.

No. 28.

L. Johnson, Crossexamination continued.

Re-examination.

There were shirts in a glass case on the west side - very little in it "negligible" not damaged by fire, but by water (Shown A5).

Prosecution Evidence.

By Court: When I said \$15,000 it was an estimate of what remained, which, on checking up, turned out to be \$4,143; it was not an estimate of what might have been in the store before the fire.

No. 28.

L. Johnson, Re-examination - continued.

No. 29.

No. 29.

O. Byrne, (recalled).

EVIDENCE OF O. BYRNE (recalled).

OSCAR BYRNE (recalled at request of Cabral) sworn states: I heard accused speak about tweeds on two occasions: first about 9 a.m. on 9th October and between 10.30 and 11 a.m. when I took accused back to the scene with Inspector Deygoo the same day: he said the same thing on each occasion: he pointed to the two uppermost shelves and said he had them packed with tweed up to about a foot from the roof of the flat above.

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I understood accused to mean that he had tweeds packed on the two top shelves - (H1 and H2 and R1). 20

I think I was present when Mr. Johnston took measurements: it was late in November: most likely Mr. De Abreu was there.

(see p.2)

I agree I said as at "A" on p. 16 i.e. that accused looked at the southern wall.

Can't say why Johnston measured only one shelf.

Accused did not use the word "frame" (above) he said "floor".

Adjourned at 3.40 to 9.30 a.m. tomorrow (25.1.51).

No. 30.

EVIDENCE OF E. BAGOT.

In the Supreme Court.

Prosecution Evidence.

No. 30.

E. Bagot, Examination.

Thursday 25th January, 1951.

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EGBERT BAGOT sworn states: I am a Real Estate Agent and carpenter contractor and carry on dry goods business in Bourda Market.

Know accused: had a talk with him last year. early part, about his property at 119 Regent Street. It was before his dry goods business had opened upit was September to October 1949. He wanted me to sell the property in two parts one part for \$5,200 and the other part for \$35,000. He fixed the lowest price on the small portion at \$4,800, i.e. empty spot in front and range at back: larger portion was a large three storey building with range at back. I got an offer for the small portion, of \$4,500: that was around April or May 1950. The person enquiring was Madame Edwards, Hairdresser of Robb Street. Accused said he would not accept that. One Sher Ally was also interested in the property larger one: he went to see the property: accused Ally was interested in buying the propertythis was June or July '50, the dry goods business was open at that time. Accused did not tell me he was not selling any more when I spoke to him about Ally - he left his address with me when he was going away, this was in 1950. He was going to Barbados: can't remember the month. Accused had given me another place he had for sale in Murray Street. He said the corner one was \$6,000, the one next to it was \$10,000 and the third one \$11,000: these properties were put in my hands in 1949.

Cross-examination by Cabral: properties for last 7 years.

Have been selling

Crossexamination.

I am relying on my memory as to dates.

Accused had given me a paper with the particulars of the property, Lot 119 Regent Street. That was the only paper he ever gave me.

The paper contained rents of the different buildings, price he wanted: mortgage not put down as it was on both portions, did not give me the assessed value for rates: not rates and taxes. Rate

Prosecution Evidence.

No. 30.

E. Bagot, Crossexamination continued. of commission not on the paper -(it was 2%). Amount of commission is usually the commonest source of dispute - it changes with the price. Accused did not sign the paper: the paper has been misplaced: last time I saw the paper was when Madame Edwards was interested; this was around June to July (Note: witness previously said April to May). It was April to May and not June to July.

The Police took only one statement from me about this case - can't remember what month - it was after the fire.

That was the first and only time the Police had taken a statement from me.

Between June '49 and June '50 I have handled about 100 properties.

I accept that I gave the statement to the Police on 17th October.

I remembered about the paper accused had given me when I made my statement.

I did not feel that the paper would be useful to the Police. Police never suggested to me to try and find the paper: statement taken by P.C.Baptiste.

I gave evidence at Preliminary Enquiry on 18th December. I searched for the paper at my home: did not find it: I used to keep the papers in a desk drawer in my bedroom: searched the whole house twice before giving evidence at Preliminary Enquiry.

I searched thoroughly and was satisfied that it was lost: last search was in December a week before I gave evidence at Preliminary Enquiry.

I think you asked me at Preliminary Enquiry whether I had any paper or book about that matter: I said to you I believed it is at home but I did not say it can be found.

Both of us wrote on the piece of paper: can't remember if the date was put on the paper: I simply put in the rents of the small portion: all he put was the price and the rents of the larger portion.

I did say at Preliminary Enquiry "I believe it is at home and can be found".

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I had a book in 1949 and 1950 in which I recorded particulars of property given to me to sell.

In the Supreme Court.

At Preliminary Enquiry I said "In January or February I made him the offer for the property" i.e. Madame Edwards.

Prosecution Evidence.

I have no records of the properties I have sold.

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No. 30.

I sold a property for \$12,000 in 1949, can't remember month; biggest property sold in 1950 was \$10,000; 2nd half of year. I said \$32,000 at Preliminary Enquiry.

E. Bagot, Crossexamination centinued.

It was in 1949 when accused went to Barbados. He gave me his address in Regent Street on the road.

The last time he spoke to me about the Murray Street property was in 1949, can't remember the month.

It was 1949 when accused first spoke to me about the Regent Street property.

I never heard that accused refused \$36,000 for the east portion of the Regent Street property.

tions about the slip of paper came from defence.

Re-examination: I did tell the Police about the piece of paper in my written statement. First ques-

Re-examination.

Charles Edwards (husband of Madame Edwards) inspected the property at 119 Regent Street, the west portion.

Persons present when I spoke to accused about the Regent Street property are Mr. Outram and Mr. Coppin who carries on a cake shop next to 119 Regent Street property. Outram is a property agent living at Kitty.

Sheer Ally, wife and son came to see the property - Outram was there.

No. 31.

EVIDENCE OF R. OLTON.

Prosecution Evidence.

No. 31.

R. Olton, Examination.

RUSSELL OLTON sworn states: Supervisor of Canvassers for Hand-in-Hand Fire Insurance Ltd. Twenty years experience in stock taking, in all lines. Know accused. On 7th March 1950 I went to accused's store at 119 Regent Street at his request. He said he wanted his stock covered against loss by fire: he said it was valued then at \$8,500 and he was buying new items all the time: he wanted \$8,000 cover. I prepared the application form which accused signed - this is it Ex. S1.

The Company granted \$8,000: \$7,500 for stock and \$500 for fittings and fixtures.

On 6th May 1950 I went to accused's store at his request (through his wife): he told me that business was good with him and he had decided to extend his business and he now had \$20,000 in stock: he asked for more insurance: he asked us to give him whatever we could and the Company granted \$7,000 more. Filled in another form which accused signed - this is it - \$2 dated 6th May, 1950.

This brought his total insurance to \$14,500 on stock and \$500 on fixtures and fittings.

L1 is the Policy for \$8,000 granted on 8th March, 1950.

I2 is for \$7,000 - Policy dated 8th May, 1950.

These Policies were in force at time of fire on 9th October.

On Saturday 7th October, 1950 accused came to my office about 11 a.m. he came to my desk and said he wanted to see me very privately and would I come to him after I had finished business: I told him I could not see him until 2 p.m. - he left: I work up to noon on Saturdays. I went to his house at Anira Street at 2 p.m.: he was not at home: I remained at his house about an hour - he did not

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come. I went to his store in Regent Street entering by the south western door facing Regent Street. Accused was standing behind the counter: he came from behind the counter and turned me back and led me towards the door I had just entered: he told me he had a few dollars to invest and if I should hear of any properties in Water Street being put up for sale he would be interested: he named no figure. He also said he had a property at corner of Thomas and Murray Streets and he would like to get that sold: he said \$6,000: I told him I would see what I could do. I left having been there about 10 minutes.

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In the Supreme Court.

Prosecution Evidence.

No. 31.

R. Olton, Examination continued.

About 8 a.m. on 10th October I returned to the store at Regent Street. The place had been burnt. I went with Collier the Secretary of the Company and Leslie Johnston. Accused came afterwards so did A.S.P. De Abreu. We went over the whole building. Accused said to me "You were here on Saturday you can vouch that I had a large stock. I spent a lot of time and worry on this building, do you think I would burn it down". I told him that I had paid no attention to his stock whatsoever.

On 12th October I went back to the store with Johnson to take stock. J.G. Fernandes and A.S.P.De Abreu were there: accused came in after a while: De Abreu told accused the Insurance Companies were going to have the stock taken and he would like him (accused) to be present. Accused said he had no intention of staying, he was going to see his law-ver: he left.

Mr. Johnson started to take stock. I went away and returned just before they finished.

Some weeks after that I was sitting on the seawall one Sunday morning. Accused came up and started chatting with me - he said it seems as though the Insurance Companies were after him - I told him it was strictly a matter for the Police.

(Witness refers to questions on application forms regarding stock book - at end of Form).

On 10th October De Abreu asked accused what stock he had in the store and accused said about \$30,000. I told accused that his stock certainly

Prosecution Evidence.

No. 31.

R. Olton, Examination continued. does not look like \$30,000: he said he had a lot of tweeds on the two top shelves: he pointed to them: they were quite empty on that morning: there was cloth on all the shelves below: there were a few pieces that Mr. De Abreu picked up from the floor and put on one of the bottom shelves: the cloth that remained were prints, fugi, spun silks, rayons.

I noticed the debris in front and back store - no signs of cloth debris in back store: little or nothing in the front store.

Adjourned at 11.26 to 1.00 p.m.

Crossexamination. Cross-examination by Cabral: Leslie Johnson and I used to work together at one time.

When canvassing I would take care that my Company is not misled.

I only ask the questions and write down the answers.

If I felt that when accused said \$20,000 it was a gross exaggeration I would have said so to accused.

If I "took a look" at stock and estimated \$20,000 I do not think I would be more than \$2,000 out.

From what I saw of the stock I left that \$20,000 was approximately correct: I made an inspection after the form had been filled up, on the counter.

I reported on it to my Company.

Ex. S2 done in the same way. Accused told me 30 he had not yet written up his stock book - "new business."

On 7th October accused was insured with the Hand-in-Hand to a greater extent than any other Company.

I did not know that accused's store was opened on Saturday afternoons.

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When accused asked me to come and see him no place was fixed and I thought he meant at his house, not knowing that the store was open.

When I went into the store on 7. x. 50 I got about 6 - 8 yards from the counter (east to west); I must have said 5 feet in Magistrate's Court.

From southern edge of east to west counter to front doorway is about 24 ft.

There were three clerkesses near accused when I went into the store (7. x. 50): no customers in the store: in the circumstances it was natural for accused to take me aside to talk his private business.

I was talking to accused for 10 to 15 minutes in one of the front doorways.

I could have seen what stock he had.

By Court: There were \$6,000 - \$7,000 worth of tweeds on top shelves when I inspected the stock in May for second policy: cannot say whether there were tweeds in the store on 7th October.

There were shoe boxes which I assumed had shoes in them at the time of inspection in May. Woollens were the principal item that I looked for: accused specifically brought that to my attention.

There are many kinds of ladies dress materials which are more expensive than tweed.

The first thing accused said to me on the Monday was that I had been into the store on Saturday and could verify he had a large stock: had no talk with accused between the Saturday and the Monday.

The property at Murray Street is about a $\frac{1}{4}$ of a lot: accused told me it was bringing him a very small rent so he would like to sell it. The other two properties adjoining the Murray Street one, accused had sold a long time ago.

In June accused notified my Company that he had insured his stock for a further sum of \$14,500 with Lloyds: we took no objection.

On 10. X. 50 De Abreu and accused came about

In the Supreme Court.

Prosecution Evidence.

No. 31.

R. Olton, Crossexamination continued.

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8.45 a.m: we had been there from 8 a.m. We went all over the building.

Prosecution Evidence.

No. 31.

R. Olton, Crossexamination continued. Accused spoke about tweeds after we had inspected the whole building: heard him refer to tweeds once only: De Abreu had already picked up the cloth from the floor and so had I: the two top shelves were empty: there was cloth on the third shelf and on the shelf below: this was so along the whole length of the north shelf: some of the compartments were empty but after De Abreu and I picked up the cloth none were completely empty. Up to when I left no photos had been taken.

By Court: The tweed was on the 4th and 5th shelves, at top. when I inspected in May.

Some of the shelves on the west side of the north partition had no 'backs', below the top shelves which also had no backs.

The tweeds were on the two uppermost shelves.

Re-examination.

Re-examination: On 7th October I stayed in the store "no time at all" - a couple of seconds - he put his arm around me, turned me around and took me to the door.

Accused spent about 20 minutes in my office when he came to me on morning of 7th about 11 a.m. I was chatting him.

He could have spoken to me in the office instead of at his store: I wondered why he had got me to come around to the store. 10

No. 32.

EVIDENCE OF R. BOLLERS.

In the Supreme Court.

Prosecution Evidence.

No. 32.

R. Bollers, Examination.

REGINALD BOLLERS sworn states: Chief Clerk of B.G. and Trinidad Mutual Fire Insurance Company Limited. Know accused.

Policy No.29072 dated 14.5.46 for three storey building at 119 Regent Street for \$1,000 in name of Tola Teper, transferred from Leopold Teper on 27.iv.49 transferred from Ed. Lalman to Leopold Teper on 21.8.46: Policy was in force at time of fire in October '50.

Tendered in evidence Policy No. C 29946 (Ex.V1) dated 28.xi.46 originally made out in name of Leopold Teper for \$1,000 on building at 119 Regent Street transferred to Tola Teper on 27th April '49. It was in force at time of fire.

Tendered (Ex.V2).

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No. 33.

EVIDENCE OF R.E. PAIRAUDEAU.

No. 33.

R.E.Pairaudeau, Examination.

ROLF EVERARD PAIRAUDEAU sworn states: Assistant Secretary of the Hand-in-Hand. Policy No.36061 relating to buildings at 119 Regent Street in favour of Tola Teper, for \$12,000. It was in force at time of fire. (Tendered in evidence Ex. X1).

No. 36989 relating to three storey building at 119 Regent Street in favour of Tola Teper for \$8,400: formerly that Policy was in name of accused for \$14,500 in relation to a property at Thomas and Murray Streets.

(Tendered - X.2).

Prosecution Evidence.

No. 33.

R.E.Pairaudeau, Examination continued. On 12th July, 1949 accused applied in writing to have Policy 36989 transferred from Thomas and Murray Streets to lot 119 Regent Street to cover the three storey building, the whole amount: this is his application - Ex. X3. (Put in evidence). That building was already covered under X1 for \$8,400.

I inspected the three-storey building and decided to reduce the Policy from \$14,500 to \$8,400, bringing the total insurance on that building to \$17,000. After reducing it accused came into the office and he was very annoyed about the reduction: we told him that we could not give him anymore than the \$17,000: I considered that was the full value of the building from the point of view of insurance.

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Accused left the next day for Barbados: I received the letter dated 21.ix.49 from accused tendered in evidence - Ex. X4.

Address in Barbados on letter. A reply was sent to that letter. (I produce a copy - X5. Cabral has no objection to production of copy). (Put in evidence).

Dated 26.ix.50 (should be '49).

I got a letter from accused dated 17th October '49: Tendered (Ex.X6) - written from Barbados.

I received letter from accused on 22.vii.50 - tendered X7.

The building to which I have referred is the one that was burnt on 9th October.

Crossexamination. Cross-examination by Cabral: McAndrew should be an experienced Insurance agent.

On hearing of the additional \$10,000 with Lloyds my Company could have reduced its insurance on the building.

(see p.2) I did say as at "A" on p. 54: we did not reduce our insurance on learning that the insurance on 119 Regent Street was \$29,000 in all.

I did tell accused in 1949 when he was seeking

an increase that my Company had large commitments in the area of his building.

Did say as at "B" on p. 54. (see p.2)

I did tell accused that my Company had no objection to his applying to other Companies.

When accused returned from Barbados the Secretary (Mr. Collier) told accused that when the Lloyds Policy expired he must transfer to the Hand-in-Hand: in effect, that when the Lloyds Policy expired he would have to take out his additional insurance with the Hand-in-Hand: no amount was specified and I can't say what amount Mr. Collier had in his mind. Mr. Collier told Mr. Teper this about three times.

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Mr. Collier also asked accused to assign the existing Lloyds Policy for \$10,000 with the Hand-in-Hand: accused promised to do so. As regards the request by Collier that accused should take out additional insurance with the Hand-in-Hand when the Lloyds Policy expired, accused did not answer.

There was no discussion as to whether the additional insurance that accused was to take out should be more or less than the \$10,000 with Lloyds. Accused might have got the impression that the Handin-Hand would have given him the full \$10,000 additional.

Collier has been working with the Hand-in-Hand nearly 40 years.

The Lloyds Policy for \$10,000 was never assigned by accused to the Hand-in-Hand.

Re-examination: At the time accused applied to us for the transfer of the Policy to 119 Regent Street had I known that accused had \$2000 with the B.G. and Trinidad Company I would have reduced it by a further \$2,000.

By Cabral: Most people in insuring a building do so on the basis of replacement value.

The points on which I decide the amount of insurance to be given is replacement value, condition of building and moral hazard.

Adjourned at 3.47 to 9.30 a.m. tomorrow (26.1.51).

In the Supreme Court.

Prosecution Evidence.

No. 33.

R.E.Pairaudeau, Crossexamination continued.

Re-examination.

Friday 26th January, 1951.

Prosecution Evidence.

No. 33.

R.E.Pairaudeau, Re-called. ROLF EVERARD PAIRAUDEAU (re-called at request of Crown Prosecutor) sworn states:— I produce two letters received by my Company dated 15th November, 1950: (Ex. KKl and KK2): written by Mr. Cabral on behalf of Tola Teper in one case and Lejzor Teper in the other: the former is in regard to building at 119 Regent Street: the other in connexion with stock in the same building.

I produce reply to these letters. (Ex.KK3).

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Crossexamination. Cross-examination by Cabral: Mr. Collier, Secretary, is in charge, under the Directors. Clause 12 is the one relating to insured sending in claim within 14 days.

One of the objects of the 14 days' notice is to give the Company an opportunity of making an early check up.

Representatives of the Company visited the scene of the fire on the very Monday.

My Company is not determined to escape liabilative under the Policies whether or not the accused and/or his wife are to blame for the fire.

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Under the circumstances of the case it is the desire of my company to avoid liability on the ground of a breach of clause 12 i.e. failure to give notice of the fire within 14 days.

I have given to the Police all the information at my disposal in connexion with this case.

According to Ex. KK3 there is no suggestion that the Company will repudiate liability on any ground other than the breach of clause 12.

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The Insurance Policies for the buildings were in possession of the Company as a result of the mortgage to us.

We did not tell accused that he had to come in to us within two weeks.

Re-examination.

Re-examination: The letters were passed on to our legal advisers before the reply was sent.

No. 34.

EVIDENCE OF J. McANDREW.

In the Supreme Court.

Prosecution Evidence.

No. 34.

J. McAndrew, Examination.

JOHN McANDREW sworn states: I am Manager of Insurance Department of J.B. Leslie and Company Limited which take insurance for Lloyds. Know accused and the building at 119 Regent Street owned by his wife. That building was insured by my Company on 22nd September. 1949 for \$10.000.

Ex. Tl is a Certificate signed by me in respect of that building - Put in evidence.

This Policy lapsed on 22nd May, 1950 and was replaced by an annual policy No.2526 (Ex. T2) which was granted by my Company on 22nd May, 1950 for the same building and for \$10,000. The Policy was in force at the time of the fire in October '50. About one week before middle of June last year I spoke to accused at his store: he asked me to inspect the stock as he would be needing more insurance soon and that his stock was then over \$30,000. I looked at his stock, no detailed examination. I granted \$14,500 on 15th June, 1950: that Policy was in force at the time of the fire. His total insurance on stock on that date was \$29,500: L3 is the Policy on the stock.

On Monday 9th October I went to 119 Regent Street; could not get in, it had been burnt. On Tuesday 10th I went there in the morning: other insurance agents were there, Olton Collier. Accused was there. I had a look at the stock, it was much less than what I had insured.

On 12th October I returned to the store - accused not there when I got there: he eventually arrived: De Abreu said to accused that the Insurance Companies wanted to take stock and invited accused to be present: he refused.

When I inspected the stock on 15th June there were tweeds in stock: I accepted accused's valuation in good faith. Accused did not fill up an application for the insurance.

On 15th November, 1950 I received a letter from Mr. Cabral on behalf of accused (Ex. U). A reply was sent.

Before taking over insurance of J.B. Leslie I was working at the B.G. and Trinidad Mutual. Some years' experience (about 12 years) of inspection of property and dry goods.

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Cross-examination: The additional insurance which I granted accused for stock and fittings brought his total to \$29,500.

Prosecution Evidence.

The additional insurance of \$10,000 on the building brought the total to \$29,000 and that was the value about which I had to satisfy myself.

No. 34.
J. McAndrew,
Crossexamination.

Lloyds rely on me for a proper inspection and accurate report.

Claude D'Andrade and I were going to a store opposite accused's: he was with me while I was looking at the stock. I felt no doubt that the stock was worth \$30,000 - could have been more, could have been less. Nothing to prevent me making minute examination.

Mr. D'Andrade could hear what accused said: he cast no doubt on the figure of \$30,000.

I walked around the store looking at the stock.

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The insurance of \$10,000 on the building (September '49) was the result of a 'phone call from Barbados from accused. I had a look at the building from the outside: knew it had been newly erected. I was satisfied that the building was worth the \$10,000: I considered accused a good moral risk. If I had any doubt about the value I would not have granted the full \$10,000.

I took into account merely the cost of erecting the building, irrespective of locality.

The tweeds were on the western end of the northern shelves, but I cannot say which shelves. There was tweed on two shelves.

Re-examination.

Re-examination: Went to Leslie's in July 1947 when J.B. Leslie's started dealing with insurance.

There is competition among the companies.

Have known accused for some time: have met him at clubs. I was not suspicious of accused. I considered him a very good moral risk.

Know J.H. McB. Moore of B.G. and Trinidad Company: he has been there for many years: much more experience than I have.

I value the stock I saw on 10th October at \$10,000 when new.

Saw no cloth debris in the back store: very small amount in the front store.

Adjourned at 11.25 to 1.00 p.m.

No. 35.

EVIDENCE OF J.H. McB. MOORE.

JOHN HILTON McBEAN MOORE sworn states: Assistant Secretary of B.G. and Trinidad Fire Insurance Company Limited.

Know accused and his wife. On 8th June, 1949 there was Policy No. C 27901 in name of Leopold Teper for \$1,000 covering wearing apparel bed and table linen. radio and typewriter.

On 27th July, 1949 that was reduced to \$500 to cover same articles in Montrose Hotel Camp Street.

On 14th September '49 accused wrote a letter from Barbados requesting that that Policy be transferred to his wife to cover three storey building at 119 Regent Street and asking that Policy be reinstated to \$1,000: Letter tendered (Ex. LL1). A week later (21.ix.49) accused again wrote me saying he would like to take out additional policy for \$8,000 in respect of building at 119 Regent Street for two months until his return to B.G.

I produce the letter. (Ex.LL2) (Tendered and put in evidence).

On 23.ix.49 (two days later) accused again wrote on bohalf of his wife stating that he had arranged through J.B. Leslie and Company for the extra insurance he required: he also said he wanted the Policy for \$1,000 (C 27901) transferred to building at 119 Regent Street. (Put in evidence) (Ex. LL3).

To those letters I sent a reply dated 28th September, 1949 stating that the Directors did not agree to the transfer - I produce the copy (Ex.LL4) (Put in).

Before sending my reply it had come to my knowledge that those buildings had been insured with other companies: also I had inspected the property at 119 Regent Street. I arrived at what I considered would be the replacement value of the building: I made two calculations and the highest was \$18,000.

Have been with the Company since 2nd January, 1919: I have about 15 years' experience in inspections. I am on the Assessment Committee of the Georgetown Town Council. I have inspected hundreds of buildings in this city.

In the Supreme Court.

Prosecution Evidence.

No. 35.

J.H.McB. Moore, Examination.

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Cross-examination by Cabral: Town Council values property on a rental value.

Prosecution Evidence.

Stabrock area is \$3 a square foot capital value.

No. 35.

The decision not to transfer was made by the Secretary and myself.

J.H.McB. Moore, Crossexamination. I arrived at the \$18,000 as follows - (I did not get inside the building: witness reads from notes made at time): each flat was 1440 square feet floor space: I made one flat half the area because the floor of one is the roof of the other: total if 3,600 at \$5 = \$18000.

I am not prepared to swear that the property could not have cost substantially more than that.

Never built a property in this Colony.

Can give no idea how many feet (board measure) would be required to erect that building.

Did not take concrete into account in my estimate: if the building had a concrete base that would add to the cost.

Can't remember what kind of roof.

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Can't say the cost of zinc sheets in 1949.

If it is a shingle roof I would have placed the same value of \$5.

Can't say what "paint zinc" cost in 1949.

Normally the height is based on 10 ft. from floor to roof of each flat.

Can't say what the carpentry would be for a building like that.

Did not consider that a house owner would want more insurance because of the devaluation of the pound sterling.

Did not take into account any future effect on prices that might be brought about by devaluation.

The Hand-in-Hand and my Company paid a fire insurance bonus of 60%.

Policy does not cover loss of profits during re-building.

Re-examination.

Re-examination: I would not have given more than \$18,000 insurance on that building: a year later I would have allowed another 10% (\$19.800).

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I am erigaged in the

No. 36.

EVIDENCE OF C. EDWARDS.

In the Supreme Court

Prosecution Evidence.

No. 36

C. Edwards.

Examination.

Married; my wife is Madame Edwards a "hair beautician" and we live at lot 85 Robb Street.

CHARLES EDWARDS sworn states:

fishing trade: marketing of fish.

Know a property agent called Bagot. In 1950 I inspected a property in Regent Street: where the fire was: it consisted of a range of four rooms, no building in the front part of the lot: went there about October 1950: business was being carried on in the store to the east of the lot I visited with Bagot.

I made statement to the Police before "Xmas month". I made my statement to the Police after I saw the place had been burnt.

Cross-examination: By C.L.Luckhoo: Know Bagot well.
Bagot told me who owned the property: he did not take me to the owner.

Crossexamination.

The property was not suitable for what I wanted.

I made no offer to Bagot for the property.

I told Bagot the price was too high.

No. 37.

No. 37

EVIDENCE OF R.BOLLERS (recalled)

R.Bollers
(Recalled)
Examination.

REGINALD BOLLERS (recalled at request of Crown Prosecutor) swern states: Went to accused's store in 1950 to inspect the stock as a result of an application received from one of our canvassers - application dated 24th April, 1950, signed by accused: I went to the store about a day or two after I received the application: Accused was not there: I went back and saw accused (a few days after): spoke to accused about the application and in his presence inspected the stock that he had: he asked for \$7,800 insurance: he disclosed that he was insured with the Hand-in-Hand for \$8,000: he

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Prosecution Evidence.

No. 37

R. Bollers (Recalled)

Examination - continued.

Crossexamination. said he had over \$16,000 stock at the time. I examined his stock and formed the opinion that he did not have more than \$6,000 stock: I did not grant any insurance and sent him a letter to that effect.

I produce the application (Ex.MM) - put in evidence.

Reply was sent on 5th May, 1950 (noted on form)

My Company has received a claim from Mr.Cabral on behalf of Mrs.Teper - affidavit setting out cost (materials and labour) of replacing building (Ex. NN) (Put in evidence).

Cross-examination by Cabral: It is not correct that I do more motor car fire insurance than general insurance.

No special experience of dry goods.

Between the 24th April and 4th May, 1950 I formed the opinion that accused's stock was only \$6,000.

There might be differences in valuations by different insurance agents.

I regarded accused as a good moral risk.

When I went there the whole lower floor was in use - no division.

I may be as much as 50% out in giving the price of samples of cloth.

By Court: I did not see any tweeds or woollens there: mainly ladies dress material.

I am quite certain there were no tweeds there when I went there.

No. 38

No. 38.

R. K. Jones,

EVIDENCE OF R. K. JONES.

Examination.

REX KYNARTON JONES sworn states: A.S.P. On morning of 9th October I was orderly officer in the Georgetown Division. At 2.10 a.m. I received a fire

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Three call and I went to lot 119 Regent Street. storeyed building on fire owned by accused. Major Atkinson was there with brigade fighting the fire. I got there about 2.20 a.m. There was one engine about 25 yards west of the building on the north side of Regent Street: another about 150 yards west of the building over Alexander Street on the north side of Regent Street, a third east of the burning building, south side of Regent Street east of the building, near the junction of Bourda Street and Regent Street. The jets were concentrating from the front of the building and on the western side, 20 - 25 feet from the front of the store - the men were near the centre of the road: they were directing their hoses through a wire mesh grill situated some ten feet above the ground above the windows. I saw one jet operated by three firemen: the other jet was at the north west corner of the building through the door and the top windows.

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In the Supreme Court

Prosecution Evidence.

No. 38

R. K. Jones

Examination - continued.

The front doors of the store were closed: the windows on the western side were closed. I left about 4 a.m. and the fire appliances were then preparing to move away.

There are wire grills on the door, 1 inch mesh and the grill above the window is about $\frac{1}{4}$ inch: I did see the jet directed through the grill in the door.

There were no jets operating from west or front when I left. Left someone in charge.

Returned to the store about 11 a.m. that day.

Cross-examination by Cabral: I was in a position about 40 yards south west of the building.

Crossexamination.

I was in Court when some of the witnesses gave evidence, including P.C. Aaron.

I did not give evidence at Preliminary Enquiry.

I can speak about only two of the jets.

Fire was raging fiercely when I arrived. When the jet was directed at the grills in the door the fireman moved slightly forward, about 5 ft.

I saw Supt. Cleare during the early stages of

the fire. I arrived before him: all cars were stopped west of Alexander Street.

Prosecution Evidence.

About six mounted police and six ordinary police and three from Alberttown in addition to five police.

No. 38

Adjourned at 3.42 to 9.30 a.m. Monday 29th.

R. K. Jones

Crossexamination - continued.

Monday 29th January, 1951.

(Mr.Cabral asks that Court notes his protest regarding the action of the Crown in calling yet another additional witness, notice of which was only served on him this morning: this is, he submits a breach of the spirit of the provision empowering the Crown to call witnesses in addition to those who gave evidence at the Preliminary Enquiry. Total number of additional witnesses is five.

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Crown Prosecutor states that these additional witnesses are made necessary by the fact that matter raised in cross-examination in this Court was not put forward at the Preliminary Enquiry and in calling these additional witnesses the Crown seeks to meet such matters).

No. 39

No. 39.

P. Duff.

EVIDENCE OF P. DUFF.

Examination.

PATRICK DUFF sworn states; Carpenter; over twenty years! experience. On 22nd November '50 I went to 119 Regent Street at request of Lloyds Insurance Company. I inspected the three storey building; two ranges and two vats; three storey building partly destroyed by fire; my inspection lasted to 4th December. I went there to estimate the cost of replacing the damaged portions. I made notes at the time: recorded measurements. I estimate that it would cost \$14,000 to replace the entire building. I have detailed calculations of that. To replace the damaged parts would cost \$9,485.40: the portion of the building not destroyed by fire would cost to replace, \$4,234.66.

Part of ground floor was concrete: other portion of local wood - some green heart, some mora and other woods.

All the outer walls were of soft wood-cheaper than greenheart. I have known that building for some years: it used to be a low two storey building and I had been into it on several occasions then. To raise it and add another storey below and paint the entire building would cost approximately \$5,000. I submitted my returns to the Insurance Company, I have my original notes.

Cross-examination by C.L.Luckhoo: Stanley Heald asked me to prepare the estimate. Neither Fernandes nor McAndrew spoke to me on the matter. At time Heald spoke to me did not know for how much the building was insured: do not now know, though I saw some "cost" in the news papers but can't now remember the figures. I knew I was preparing an estimate for Lloyds: first time I have prepared an estimate for that Insurance Company. Have prepared for Hand-in-Hand.

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Did not endeavour to get the lowest estimate. During last ten years cost of labour and building materials has risen very steeply and is still on the upward trend, including paints. I estimated on present rates. A building which hitherto might have taken two months to complete may now take a year because of labour and material difficulties. Know what was formerly the Montrose Hotel.

I estimate that it would cost about \$40,000 to convert the building which was the Montrose Hotel into a Hotel.

Does not come to me as a surprise that the original estimate for Montrose Hotel conversion was \$18,000 and eventual cost was \$46,000.

Do not admit that a competent contractor may be very far out in his estimate.

The last new building I built for a fixed price was the cottage in the Demerara Life Compound - year before the last for \$4,000 - including painting, materials and workmanship: it is 20 ft. wide and 25 ft. long: kitchen and bath is 10 ft. by 19 ft. - separate - part of kitchen is old materials, about \(\frac{3}{4}, \) given to me by employer.

I did not make a profit on the building. I got \$500 - \$600 for my supervision - 20% of the labour cost.

In the Supreme Court

Prosecution Evidence.

No. 39

P. Duff.

Examination - continued.

Crossexamination.

Prosecution Evidence.

No. 39

P. Duff.

Crossexamination - continued. Since building that cottage I have not done another job for a fixed amount (labour, materials painting): have done jobs - I supply labour and employer supplies materials. To supply labour alone is more satisfactory to me.

I do not consider it a sound method to base calculations on floor space.

Cottage has no new sheets on the roof.

No old materials in the body of the building.

Length of 119 Regent Street is 30 ft., western wall is 44 ft. 6 inches; eastern wall is 38 ft. 6 inches.

The roof would cost about \$2,000. 119 Regent Street could not cost $6\frac{1}{2}$ times the cost of the cottage at the Demerara Life Compound.

The cost of the front shed would be about \$900.

Height of ground floor flat is 12 ft.: middle flat is 10 ft. high.

Materials for concrete foundation and floor \$441.00; labour \$240: did not check the depth of the existing concrete base. I would make the floor 4 inches deep (3 inches and 1 inch plaster).

Four sacks of cement make a barrel: I estimate for 30 barrels.

I estimated \$4,100 for labour for carpentry and masonry.

Labour for painting - \$1,200, three coats in and out; roof one coat of anti-corosive. Sand - nine tons at \$3.60 a ton. Stone - fifteen tons at \$8.26 a ton. Paint - 12½ cwt. at \$59 a cwt. One hundred and thirty-four 1b. tints and driers - \$38.24. Paint oil - 127 gallons at \$4.68 a gallon.

Estimate put in evidence - Ex. 00.

Have not estimated how many labourers I would employ - pay them \$2.80 and foreman \$3.00 - have not calculated the number of working days.

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Pay them both by day and by job. "fifty-fifty".

Did not see any sill 14 inches by 14 inches.

Uprights for the top floor - 6 inches by 6 inches.

Adjourned at 11.30 to 1.00 p.m.

Did not take into account the cost of glazing: the windows are given out on contract and delivered complete.

I would say that the building could be put up in three months: the \$3,800 for labour includes my 20%: I would get about \$600.

Took four or five weeks to build the cottage.

Have not observed if there was crabwood in floor of backstore.

Simarupa cured is 13 cents (b.m.) a foot, dressed: silver balli about 16 cents: crabwood, uncured. 14 cents dressed.

Silver balli and simarupa cured, are better for making a partition than green crabwood.

During last five years I have not done any 20 jobs, supplying labour and materials. except the one in the Demerara Life Compound.

Most contractors are afraid to contract on basis of supplying both labour and materials.

No. 40.

EVIDENCE OF V. BELFON

No. 40

V. Belfon.

Examination.

VIGILANT BELFON sworn states: Detective Sergeant 4086. C.I.D.. Georgetown.

On 10.x.50 accused was brought to C.I.D. for enquiries re the fire: he was cautioned and made a 30 statement: I took it down, read it over to him and he said it was correct and signed it - this is the statement (Ex.W). (In evidence).

In the Supreme Court

Prosecution Evidence.

No. 39

P. Duff.

Crossexamination - continued.

No. 41.

EVIDENCE OF L. WATKINS

Prosecution Evidence.

LUBERT WATKINS sworn states: Sub-Inspector of Police in charge of Georgetown Fire Brigade.

No. 41

On 9.x.50 between 2.10 and 2.15 a.m. was called out to a fire in Regent Street - North side - Lot 119.

L. Watkins. Examination.

On arrival I saw the three storey building covered with flames: water was being pumped on to the flames. There were two appliances when I arrived.

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(Mr. Cabral asks to note his objection that evidence as to jets is not in the statement of the witness, with a copy of notice he has been served).

There were two jets from each appliance: the appliance east of the building: two men were standing in Regent Street with the branch pipe playing on the front portion of the building: the second appliance, i.e. west of the building: one jet was being put on the building from Regent Street to the front of the building: the other jet - the man went through the yard, via the west side, that jet was being played on the north side, at the back of the building. The other appliance which arrived after I did, was on the west side of Alexander Street: the jet was being played directly on the front portion to the centre of the building. Did not observe any more jets: P.C.Aaron's jet was the one at the back.

I was second in command that night.

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The two doors facing Regent Street were closed. The windows on the east and west side were also closed.

About half hour after the fire had been put out I made a check to see that no equipment was left.

I observed two doors were open: one on the north east side and the other on the west side (club entrance). Windows on east and west side were closed. About 8 a.m. that day I returned to the scene and went into the yard through the north east entrance: the windows on the east side were

still closed, also on west side: front doors of the store were still closed.

In the Supreme Court

The front doors had padlocks on them: the windows on east side and window on west side had bars. in position. on the outside.

Prosecution Evidence.

Cross-examination: First asked to give statement on 27.1.51.

No. 41

Did not hear of the evidence P.C.Aaron or Major Atkinson had given. First time I was asked to recollect what I have said was on 26.1.51: Jones asked me to do so.

L. Watkins. Examination

I have read about this case in the newspapers.

Cross-

examination.

- continued.

Wrote the statement mysolf and handed it to Mr. De Abreu.

Have been in the Fire Brigade 1 year 4 months. No other experience.

The "aim" of the jets was changed from time to time: they did not change their positions.

I was in Regent Street all the time:

Did not make any notes re windows, and jets: relied on my memory. Have attended 50 fires since the Teper fire: 128 for 1950 (Teper's was No.90 ll for this year).

Cannot remember where any of the six fires after Teper's took place.

No fires since the Teper fire (An alarm is deemed a fire).

Know Supt.Cleare - he was at the fire - dressed half civilian and half uniform - black side hat.

The fire before Teper's was the one in Alexander Street and South Road on 10th April. Can't remember what doors and windows were open in that building.

Re-examination: (with leave): I saw water confrom under the front door to under the pavement: I saw water come did not see debris coming with the water.

examination.

By Cabral: I was about 20 yards from the doors

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of the store. Can't remember seeing any light there.

Prosecution Evidence.

The water that came out from under the door went into the gutter.

No. 41

Anything that was small enough to pass under the door could have passed without my observing.

L. Watkins

I was keeping my eyes on Major Atkinson most of the time: he was about 20 yards from me on the west of the building, in the open lot. I also watched the pumps on my right and left.

Reexamination
- continued

Very little of my time was spent in observing waste water coming under the door.

By Crown Prosecutor: I could see the water in the gutter, it did not appear to have debris.

No. 42

No. 42.

C. Daniels.

EVIDENCE OF C. DANIELS (recalled)

(recalled)

CECIL DANIELS (recalled at request of C.L.Luckhoo) sworn states: The insurance money for the club was paid by cheque in my name.

I own property: East half 39 Robb Street. It was mortgaged to B.G. and Trinidad Company.

I did not owe any of the Kailan's money in 1950.

Two mortgages on property - First Mortgage \$4,000 and Second \$2,000. I have paid back \$200 on capital - it was before the fire.

I have paid interest since the fire: did not utilize any of the Insurance money on the mort gage.

I paid \$1,700 into my deposit account the day after I got the cheque.

There is no withdrawal of \$500 at one time. (Statement of accused at Preliminary Enquiry put in evidence).

CLOSE OF CROWN'S CASE.

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No. 43.

STATEMENT OF ACCUSED

DEFENCE

Accused elects to make a statement from the dock.

LEJZOR TEPER (from dock) - I am a British naturalised subject - 35 years of age. I am married, three children all born in British Guiana so they are British by birth - my wife and three children live with me.

I was advised by both my counsels (Mr.Cabral and Mr.Luckhoo) that the prosecution has made out no case against me and that I should therefore give my statement from the dock.

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Soon after the conflagration of the building and stock at lot 119 Regent Street I have immediately co-operated with the Police and I have given them two very lengthy statements, both of those statements are true and correct: I rely upon them and stand by them in my defence. I mentioned to the Police that I had about \$30,000 in stock at the time of the fire; I meant that to be the resale value of that stock as it stood as a selling article in my store: it would also mean the sale price of a certain article in the street in a retail form. The stock of about \$30,000 retail price would amount to about \$25,000 cost price. My estimate that I gave to the Police of the value of that stock was an approximate estimate as we do not usually take stock every week or every month of the year: we only take stock the first month after Xmas each year.

I had no opportunity of taking stock as my business was a new business however I maintain that the approximate value I gave of that stock to the Police in my statement is definitely in that vicinity and could only be a difference of \$2,000 or \$3.000 more or less.

The wholesale transactions which I have made during that long period of seven to eight months in business with such a large stock is very minute and negligible in the terms of wholesale business conducted in this country and elsewhere. So far as the little faded fugi is concerned, that was stock which was left over to me from a previous business

In the Supreme Court

No. 43 Statement of Accused, 29 - 30th January 1951.

No. 43

Statement of Accused,

29 - 30th January 1951 - continued. which towas carrying on under the Grand American Hotel. The price of the fugi being 29 cents shows my purpose in selling it - not expensive tweeds nor silks nor any other expensive materials which I had at that time in store at a wholesale price.

The yard and a half of fugi which was cut off from the two pieces that were delivered to Robinson were a result of being faded, in my absence: I was told by the Agent that it could not be delivered in its previous condition so the money came a little short as originally it was supposed to be 80 yards: I understood why the money came short and I was satisfied.

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As to the \$3.77 for the thread - that also came from a very deteriorated stock that was in the Shamrock Store which went into liquidation and a stock of approximately \$3,000 was handed over to me by M. Gonsalves, as a purchaser: some of the thread was substitute thread, I received in one shade. Clarke's embroidery thread were completely bad shades and could not be sold: there were various other threads that had not the right shades: I had them in dozens. Mr. Martin would know that. However sometimes a store in a different vicinity will buy an article which would be perhaps in another man's store for months yet they have the need of it if they don't have that particular shade or that particular kind and they may sell it.

Among the other things which I had in the storeroom were scantlings, old sash windows, materials (boards) which were locked away one time from the partition dividing the building into two stores: there were some paint pots, some leather and celluloid which are used for the purpose of making gents' wallets - Bettencourt was the man who made them for me. That leather was also a part of the goods which I had put away after I was ejected from the corner of High and Regent Streets.

There was a glass case of quite substantial size standing against the partition between the storeroom and the front store: that case was also from the fittings which were left from my store at the corner of High and Regent Streets. West of that glass case were the two boxes with straw standing close together against the partition between the storeroom and the store.

There was no straw underneath the scantlings

or on the scantlings, either burnt or unburnt at no time up to the Monday morning, 9 a.m.

I had bought four boxes of that type either late January or early February '50 for the purpose of making about fifty to sixty compartments which were about five to six inches in height and about six inches square which were eventually affixed on top of one of the counters.

Adjourned at 3.30 p.m. to 9.30 a.m. to-morrow. (30.1.51).

Tuesday January 30th, 1951.

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The boxes were bought with straw in them. had used the boxes (two or three of them) with the straw to bring across about four to five dozen china vases of a very good size which had to be packed in straw or they would have been broken. Those vases were also packed with straw from the Shamrock (liguidated store): I packed them with the straw, they were put in a cart and then conveyed to my business premises at 119 Regent Street; that was around the end of February. After two boxes were used for compartments and the two boxes which were left had been placed in the back store, I had some window panes left over from the glazing of the building as the glazing was done on the premises (or most of it): Those remaining window panes were breaking now and then because they were not protected so I put them in those boxes because they had the straw and they stayed there for a good while: I eventually sold them at a very cheap price. The glass case was about 4ft. to 4ft. 6ins. in height, it was standing west of the two boxes, also from jerking and hitting it now and then some of the glass of the large glass panes broke - some were also split in the course of bringing it across from the corner of Regent and High Streets so I decided to take off the glass doors from that case: I had placed them in the room Tidman Profitt used to occupy: the broken panes, which were split diagonally, I placed behind the boxes, next to the wall. I took down a small glass jug similar to the one exhibited in Court for the purpose of buying milk: several times I bought milk in it: it was very uncomfortable because it would only hold about la pints as the full measure is only 2 pints up to the top and it was spilling in the car: I was advised by the people in the store, I think Rampersaud and the milkwoman, to

In the Supreme Court

No. 43

Statement of Accused.

29 - 30th January 1951 - continued.

No. 43 Statement of Accused.

29 - 30th January 1951 - continued. buy a large container so I went to Water Street and bought an enamel container which holds about 6 pints: it does not spill as it has a cover and I have been using it since. The glass mug was left in the store by me: I used to keep it on the western end of the glass case, on top: I used to use it afterwards for fetching water from the vat for washing my hands etc. As it was a cheap mug (only 55 cts.) and also as I have no water pitcher there and no other container with which to fetch water: On Saturday 7th October it was left in the same position, on top of the glass case, on western end near the boxes with the straw.

The boxes were east of the glass case, in the back room.

Sheila De Camp had closed up that Saturday afternoon I presumed that she had put the bar and pins on the back door: there were occasions when those pins were misplaced and the bar was not pinned: I used to quarrel with her over that: there was one occasion when the door was left unbarred, also one occasion when the window next to the door was left unbarred: the window left unbarred was even a worse danger because it had no extra lock except for the barring. Sheila De Camp was in a great hurry that afternoon, she was going to some fete for Robert Christiani: usually she never left until after the others, as she was the senior clerkess, but that Saturday she left before everybody. I did not unbar that door that Saturday or any time after.

On Saturday 7th October I went to the Hand-in-Hand and spoke to Mr. Olton: I asked him to come around to my business place after work as I wanted to discuss some private business which did not concern his job or anything connected with the Insurance Company. I did not find it proper to discuss business of a different nature in the presence of his employees. Mr. Pairaudeau was behind him: there was I think Mrs. Stokes and other Clerks also Mr. Collier came out from his office into the General Office. right up to where Mr.Olton was sitting that same very time, I can remember Mr. Collier telling me "Boy you will have to give up your insurance with Lloyds and take it out with us or at least not later than when it expires then you will have to take that same insurance with us". Mr.

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Collier told me that on a few other occasions: he also told me that afternoon that for the time being I should at least assign my other insurances to his Company.

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In the Supreme Court

No. 43

Statement of Accused.

29 - 30th January 1951 - continued.

When Mr.Olton came to me at about 3 p.m. I was behind the counter, busy checking money as Saturdays are very busy days in Regent Street particularly by the market - Mr. Olton came behind the counter in the north east corner: I did not see him until he came behind the counter and spoke to me as I was busy making change: all the clerkesses were around. behind the counter running east to west. I then took Mr.Olton in front of the store and I spoke to him: I spoke to him firstly about an investment. that is, a good property in Water Street or elsewhere. Mr.Olton suggested to me the Kaiser store which was sold about a week or two before and I told him I don't like to be second man - if you get something good, I will purchase. I have some money in hand for that purpose as my bank account will show. The money I actually had for the purpose of buying a share of 1/5th from the Gubletex or as it is now called "The Corentyne Timber Company". I could not get through with that purchase right from end of 149, through 1950 as the man was selling and not selling - he has never actually made up his mind fully to sell. I also kept some money in hand to complete the building next to the burnt out building for which a complete foundation has already been laid: but I had some trouble with the Town Council as to the distances, so I decided to use that money in some other good investment until the other two matters can materialize. Secondly, I spoke to Mr. Olton about selling a cottage at the corner of Murray and Thomas Streets. That property only brings a rental of \$21.01 a month which is \$252.12 per annum; the taxes and rates, interest on the small mortgage it carries, the insurance money and repairs and upkeep, I have estimated the repairs and the upkeep at about \$50 per annum: One year I spent \$400 to \$500 on it: in all my expenses would be \$288. which shows a small loss: I also decided to use the money which I would have raised from the sale of the cottage towards the purchase of the property.

On Tuesday 10th October I immediately and unhesitatingly said to Mr.Olton "You should be able to verify that there was a large stock of goods here on Saturday 7th as you were in a position to see. You

were in my store for about fifteen to twenty minutes and nothing prevented you from seeing the goods in my store".

No. 43

Statement of Accused.

29 - 30th January 1951 - continued. When I was asked by the Police my whereabouts after I had closed up the store at about 4.15 p.m. on 7th October I was not asked if I went back to the store. I was asked where I went after I had come home from work. I voluntarily told them that I went back to the store in daylight while on the way to the seawall, to change a grip for my little girl. The clerkesses helped me choose the grips and when it was brought home my wife and the child said it was too large for a small child: my little child would have pestered me over the holiday week-end, that's why I changed it.

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I don't know the cause of the fire: time. Tuesday or Wednesday, I think it was Wednesday a.m. I thought it might have been caused from the kerosene oil business upstairs because at no time did I hear any talk of any other liquid but kerosene oil: I was questioned about kerosene oil, as my statements can prove. I did not hear any talk from any Police Officer nor civilian during the course of investigation on the premises at 119 or at the times when I was at the C.I.D. about gasolene. The first time I heard the word it could have been gasolene was at the enquiry at the small Court from the lips of the Government Analyst. wish to say however that a man who used to sell coals in front of that building came one day and had an argument with me - he cursed bitterly - he said that he was promised money by the Geranium Lodge people and he was only given a stinking \$15. and he said that I am the cause because I bought the property: he went on bad and said "one day this big sky-scraper you built will go up in smoke". did not take him seriously as I thought he would cool down - I did not owe him anything and I also don't say that he did it. The owner of the Club. Mr. Cecil Daniels had a bad quarrel with one of his brothers one day in front of the entrance to the Club: I think it is the one with the little "hunch": he was telling him not to come up to the Club, that he is a villain and a crook and he told him something about a flare up which they had already in the Club - he even said "this time I will make sure to it that it happen different" - the way he spoke to Cecil Daniels, it seems as though Cecil knew of

the previous flare up (or catching fire): I was not outside, I was by the northern window in the west wall which is usually open during business hours. I can't swear that either Cecil or his brother did it but they could have done it from the threats I heard.

In the Supreme Court

No. 43

Statement of Accused.

29 - 30th January 1951 - continued.

I did not take the matter seriously as I don't believe people should do things like that but those threats come back to my mind a little time after the fire. I said that there were tweeds up to the top of the first shelf as I at no time considered that frame which was put up in August for display of materials as a shelf. I have seen one or two such displays in Regent Street - Majeed, for instance, where I saw the identical thing: however my frame was built not in line with the other shelves east to west; it had no compartment uprights to accommodate cloth, it only had two uprights at the ends at most three, to hold the board which was no more than 8 inches in width: all my shelves are 11 inches in width - exhibits can show that: there could be no question of putting cloth on top of that frame because it could not hold the weight: I said I had tweeds "up to the top shelf" one foot from the frame: that extra 10 or 12 inches held other gent's width cloth: I had a very wide baby flannel, fine wool: also white drill, sharkskin: From the exhibit R2 - it can be seen that the cloth was packed right up to the under side of the top shelf.

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As regards the breaking and entering of Cecil Daniels' club no traces could be found of finger prints: this was about six nights before the fire: they drank a bottle of whisky: I was called up by Cecil Daniels and the Police were investigating then - he showed where he had concealed about \$96 in a cigarette tin behind some beam in the kitchen: money also taken from the drawer: his brother was then sleeping on the premises that night - it was rumoured and suggested by those in charge of the investigation and by neighbours that nobody else did it but his own people: his brother sleept next to the table on which they had to climb to remove the fluorescent light: Cecil Daniels said that he had bad brothers.

The attempt to break and enter my premises was not successful: one brass lock, Yale, was broken and also a very heavy staple that was on the other

No. 43

Statement of Accused,

29 - 30th January 1951 - continued.

door was also broken but neither of the doors were open as they also had "night latches". I learnt that the sentries posted in Regent Street did not know one thing about the attempt on my premises until about 7 a.m. a woman saw the locks on the pavement and showed them to a Police Constable. notified about 8 a.m. After that attempt I started to safeguard the doors: the back door had no bolt on top and was very "wavy" so I myself drove in three or four huge nails at the top of west half and since then that half of the door was never opened again: previously we used to open both severe force had to be used in order to halves: force that door: only a crowbar or a hatchet would force it. There was no socket to hold an electric light in the storeroom: the wire running across the storeroom went to the room once occupied by Tidman Profitt as it was used from the same meter: there was a light in the front store and four lights in the show windows; no switch inside the bottom flat: all switches were in the box on the eastern wall, outside.

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The partition dividing the front store from storeroom was built right up to the ceiling, no holes in it, no lights could be seen through it: it was built of cured simarupa silver balli which I considered to be much better for inner partition than green crabwood or ten test.

On Friday 6th October '50 I repaired the guttering of the east range, on the south western point of that range which is very close to the burnt building, also on the 5th October a Thursday I had taken on a young lady, Juliet Gall, to work: she was to turn out on the 10th October.

I never entered the store at night through the back door on any occasion: I twice entered through the front door at night, between seven and eight once I went there because some eggs and fruit were left. They usually bring them to my store: on the second occasion the lights were not burning: Profitt was not there so I thought that he had not put on the lights. I went to the "box" and tried the switch, no light so I presumed the fuse was bad - I went home for a spare fuse and returned to store, entered and fixed the fuse.

Adjourned at 11.30 to 1.00 p.m.

The keys to the lock of the back door are of a very common type and they are interchangeable with other keys manufactured in quantities I suppose because they usually fit one another. On Wednesday 11th in the afternoon about 2.30 to 3.00 I was outside the building and saw a jeep come up stopped and P.C.Byrne and another Police Constable or Police Constables with Sheila De Camp got out. As soon as they entered the building I was barred off: I was in front of Byrne told me I must not enter: the doors: I saw Mr. De Abreu come up in a rush as soon as he saw Miss De Camp. He gave orders not to allow me to enter the building: I immediately understood that they were secretly investigating concerning the fire. I was at no time that afternoon allowed to enter the building: I heard nothing of what they spoke. At about 3.30 p.m. I made an attempt to come up to the doors asking to be allowed to go home as I had not had breakfast. I was not given the opportunity to get the message to the Police Constable in the store as they were very busy inside. The sun was hot on the north side of Regent Street so I went on the south side where my car was parked in the shade, opposite store. I sat there until a little after four: I was very hungry: I then went back to the north side of Regent Street: I begged one of the sentries to put my request to Mr.De Abreu that I would like to go home: the sentry told me I could go home and come back tomorrow - he spoke in name of De Abreu. When I left Miss De Camp had not yet left the premises nor had the jeep gone.

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There were crevices all around where the billiard table was - liquids used to come through also
dust and at times cigarette ends; the table was
situated partly over the front store and partly
over the storeroom, over the partition, but the
crevices were directly around the table, in some
parts a good ½ inch: liquids also poured through in
the back store: I made several complaints to Cecil
Daniels about it - the clerkesses complained that
the liquid was of a very offensive smell: Daniels
said it was only beer; the crevices were made by
the players banging on the floor - putty came out the boards did not have perfect groove and tongue:
knots formed crevices: crevices were above the boxes.

Many complaints were made to me by my tenants of the yard: one man Willis spoke to me about lighted

In the Supreme Court

No. 43

Statement of Accused.

29 - 30th January 1951 - continued.

No. 43

Statement of Accused,

29 - 30th January 1951 - continued. cigarettes thrown out to the north windows - debris near the vat flared up on two occasions also a woman from the yard complained to me. I complained to Daniels and told him he must not do any more "damn nonsense" - he said it is not him, it is the men: when they get sweet they throw their lighted cigarettes. They used to throw cigarettes and cigarette boxes on the front shed of the store; once it blocked the pipe: he promised not to let it happen: once the back flared up through cigarettes, a bag caught fire - Coppin and I were very annoyed.

I was buying stock up to about one or two days before the fire - 6th or 7th. The charge accounts will show that: that week I bought grips from the Universal store also bought children's hats on the Friday before the fire from a man who used to make Most of my transactions in that business were cash: some of the bills I was able to get from the firms and they are in possession of my counsel (Luckhoo): those cash bills are hard to look up as they are not entered by the firms in the name of the purchaser. Some of the firms moving from one place to the other can't trace those bills. Bought bargains from M. Gonsalves who had a branch in Regent Street. Enormous difficulty with Mr. Forshaw who had moved from one place to the other. I went up to Elias and Son in Water Street and was told that the Police have made investigations and that they have given them the account of my purchases: when it was handed to me it was only one bill (for \$200) and I was shocked: I told them there should be many bills as I had bought about \$2,000 from them: they told me I could see what I could search up from those bills: I spent about four or five days in that office: I have recovered several bills to the amount of \$1,300: the first amount was for \$200: knew that the Police were satisfied with that one bill but I was not: those bills that were found burnt up in my store by no means represent my purchases in 1950.

I was preparing for Xmas and had ordered five dozen hats - also satins from Mr.Gonsalves Limited by sample for Xmas and I discussed other things about Xmas with my staff. I did not want to sell 119 Regent Street in 1950 - early, January or February. I was offered an exceedingly good price and did not sell.

The statement about a stock book (of July 26th)

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which I gave to Police concerns a small stock book in the form of an exercise book which had listed all the items of the liquidated Shamrock Store and had nothing to do with my stock book in general. current stock book which was of a very fair size was kept in no particular place as I had to make it up now and then because prices were also calculated from that book. Sometimes I kept it on the north east shelf, most of the times on the counter running east to west, sometimes if the counter was very busy I would put the book on the shelf out of the I know it was left in the store that Saturday but don't know what particular part. The purchase bills were kept in the stock book, so that I could check back. The pages of the stock book that are left back can easily be identified by goods which I purchased in 1950 - there should have also been purchases for previous years in that stock book.

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In the Supreme Court

No. 43

Statement of Accused.

29 - 30th January 1951 - continued.

I had a very small temporary cash book, like a note book, where I made notes of sales as I had not prepared yet the books for that business: that book was kept near the entrance to the door - nobody handled that but myself: I also used to keep it to the extreme west side of the north 'recess' of the store i.e. near the steps leading to the club: there were shirts there and I have not seen any of them. The little staff book was never kept with the stock book - it was not of any great importance - I think I had it in my grip at some time.

The night of 8th October I slept all night: I went to the Band a few minutes to nine: left the sea wall after the band was finished: I came home and never went out again.

On Tuesday 10th in the morning all representatives of the Insurance Companies with their respective stock takers were summoned there by the Police. Mr. De Abreu and his assistants were there - they all came there to estimate and value the stock. I was first told by Mr. De Abreu in front of Mr. Mc Andrew, Mr. Johnston and others that "they say you only have \$15,000 stock". Mr. McAndrew grumbled, he said "there is plenty debris on all the stands and display counters and you can see that there was a large stock in the place". I don't think that Mr. Johnston fully agreed with the verdict of Mr. Fernandes that there was only \$15,000 in stock - he told me no one can actually estimate the damage on

burnt out goods and that there was a far greater stock than \$15.000.

No. 43

\$15,000 cost price is approximate.

\$18,400 retail price.

Statement of Accused,

I took no part in it: I just listened on - I knew and felt the intentions of the insurance companies. I had a few empty shoe boxes and perhaps one or two of a different type: I think they were on top of western shelf.

29 - 30th January 1951 - continued.

Sometimes a customer comes in, buys a pair of shoes, puts them on and leaves the box: a few empty boxes can be found in almost every store: we keep a few empty boxes for use - i.e. if an article comes in a box that is broken. A country customer is always obliged by packing his purchase in a box. The property that I built in Regent Street was of much heavier materials than an ordinary cottage or house is put up - there are some 12 x 12 and 14 x 14 intermediate sills or beams - there are also 5 x 6 uprights in the upper flats - that can be checked. Ordinarily carpenters use only 2 x 4 uprights - a large building of that size needs heavy material and support.

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I sold several places in Murray Street, King Street. I have put most, if not all that I own into that property at 119 Regent Street. It took me a whole year to build - from beginning of October 1948 to September 1949: apart from the months I had to prepare materials and cure them - a year before. I was not hard up, by no means: in 1949 or in 1950 for money because I paid my mortgagee, Bennett, \$8,000 in 1949 when I completed my property: at time of fire I had nearly \$12,000 in the Banks all that burnt in Regent Street was my sweat and blood. I work hard for my money - people in this country will remember I used to work 15 hours a day from 6 a.m. to 9 p.m. - hardest work that a man can do - I ended up in Hospital two years ago from overwork: Dr. Rosa knows that - anaemia.

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I have given all my energy and the money that I earned during the 12 years I have been in this Country to that property in Regent Street. From 1939 to 1950 I never joined a club - never had time. If all my money, hard work and slaving that I had put into 119 Regent Street: if I had burnt it, it would be that I had burnt part of my own self.

No. 44.

OPENING ADDRESS OF DEFENCE COUNSEL

Mr. Cabral opens for defence.

Two main questions -

- (1) did someone wilfully set fire to that building;
 - (2) was it accused.

Whole case for Crown depends on circumstantial evidence: no eyewitnesses.

10 Golden rules of circumstantial evidence -

- (1) must point to the accused as the person who did the crime;
- (2) must not be consistent with any other person having committed the crime.

Refers to Green Bicycle case.

Motive alone is not enough. Insurance - suggestion of Crown is that accused fraudulently insured.

Stock: value of it: accused getting rid of stock by wholesale.

Contention of defence is that back door was barred.

Adjourned at 3.20 to 9.30 a.m. tomorrow (31.1.51).

No. 45.

EVIDENCE OF B.A. BENJAMIN

Wedneday 31st January, 1951.

BURTON ALEXANDER BENJAMIN sworn states: Work at Government Electrical Inspectors Department, Georgetown: Inspector of Electrical Installations. Know building at 119 Regent Street. Inspected the installation there on 1st May '50 - only ground floor:

In the Supreme Court

No. 44

Opening Address of Defence Counsel, 30th January 1951.

Defence Evidence.

No. 45

B.A.Benjamin Examination.

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Defence Evidence.

No. 45

B.A .Benjamin

Examination - continued.

store proper and room at back. There was a report for three additional lights: I had to see that they were properly done: one was in the middle of the store. One in "watchman's" room and one in a show-case. Record kept includes switches: there are two switches, on the eastern wall on outside of building. The light in the store is about 12 ft. above the ground, up to ceiling. No light in storeroom though wiring passed through that room.

Unlawful to alter installations without notifying Department. Yesterday I went back to the building: two switches in same position: does not appear there has been any alteration since my last inspection: none recorded.

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No. 46

No. 46.

Parbhu.

Examination.

EVIDENCE OF PARBHU.

PARBHU sworn states: Landed Proprietor. Mahaicony Creek. East Coast. Own cattle. about 200 head. Know accused met him about three times before this case, including time I gave statement. Did not meet accused before fire. Know accused's property at Regent Street. Ending of January 1950 had a talk with Mr.McLean, a property agent, about that property. I wanted to buy a property in Georgetown. With McLean I went to three properties and inspected, all in same day: the burnt property was one of the three I inspected: it was a three storey building - no business in bottom flat. With McLean I went to accused in a house opposite Park Hotel: his wife was there. I offered accused \$36,000 for the whole of that Regent Street property i.e. the three storey building and the ranges at the back not the vacant lot to the west. Accused refused to sell: he said he wanted to open business himself. I told McLean to ask accused if he would sell the vacant lot: I offered accused \$7,500 for the vacant piece: he refused to sell. Accused said he would put a building on the vacant lot and then sell as he would get a better price. Accused said he did not want to sell the east portion. We were with accused for about an hour - McLean tried his best to get accused to sell and he would not.

Crossexamination.

Cross-examination:

Never owned properties in

Georgetown. Have 900 acres grazing: grazing land 5 cents an acre, agriculture 20 cents. I plant rice, about fifty to sixty acres.

In the Supreme Cour

I bank at Colonial Bank: Royal Bank: little bit in Post Office: all accounts in my name. Born December 5th, 1899.

Defence Evidence.

Only McLean and I went to inspect the building.

No. 46

Wanted the building to do business, cloth and goods. Never done business before.

Parbhu
Crossexamination
- continued.

McLean did not tell me the names of the other two owners of the properties.

I would have sold my cattle to pay for the property: I would have got about \$20,000 for the cattle.

McLean told me to offer \$7,500 for the empty lot.

Have not tried for any other properties and none before: have abandoned idea.

Accused was in the very top of the Hotel.

Re-examined.

Re-examined: Have not worried further as the price is so "hot". Accused's was the last of the three properties I saw that day.

I do not pay Income Tax.

(Cabral tenders certificate of Naturalization (Ex.PP) 21.1.49).

No. 47.

EVIDENCE OF G. DA SILVA.

No. 47

G.Da Silva.

GERALD DA SILVA sworn states: I am a Director and large shareholder in Rodrigues Ltd. which owns property and carries on business in Georgetown. Company owns property on south side of Regent Street from Alexander Street going east, one lot. There

are two buildings on the front with two storeys;

Examination.

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Defence Evidence.

No. 47 G.Da Silva

Examination - continued.

also buildings at the back: businesses are carried on on the ground floor of each of these buildings: I manage the hardware at corner. Remember the fire on 8th - 9th October '50. My eastern building is opposite the vacant spot belonging to accused (on opposite side of street).

On date of fire my brother and his wife and five children were living in the upper flat of the east building belonging to my Company. I was living at 198 Camp Street between Murray and Middle Streets, north of Regent Street, still there.

I was at home on night of fire: my sister-inlaw (from Regent Street property) banged on my door: I got into my car and drove to the scene of the fire: it is a very dark blue Vauxhall - No.8387 12 h.p. medium sized car: I got as far as Alexander Street and was turned back by a Police Constable. I reversed back to the north side of Regent Street 25 - 30 yards from the corner of Alexander and Regent Streets on the west side: opposite the second building west of Alexander Street car was facing northeast. I rushed to the hardware business: that everything was intact. I went to my brother's house, which is next building. I saw a fire engine From my brother's house I went back to the store, opened it, got a lantern, went to my brother, got kerosene, and put lighted lamp in store. I went back to my brother's home. Seeing that the fire was practically finished; there was smoke and spots in the gable had a little flame. I went to bring back my brother's wife and children to their home. I went across to my car: I trotted across: I started the engine: reversed to opposite side of the road (turned) and then drove west along Regent Street turned north into Camp Street. Heard lots of noise, people's voices, "gossips".

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From the time I got out of the car until I got in again to fetch brother's wife and children would be about hour. I have been working in that store since 1945. Rodrigues Limited was formed in 1949. Property is lot 148 and before being taken over by Company was owned by me and brothers: it was known as Rodrigues and Da Silva.

There were other cars parked on same side as mine, about three and two on other side: two in front and one behind. While at my brother's house

I saw three Officers, two were Cleare and Atkinson. Cleare's car was on southern side of Regent Street almost immediately opposite mine. When I left the second time I saw Cleare's car drive away.

In the Supreme Court

Def ence Evidence.

Brother's family walked to my house which is two houses above Wong's garage, going north. It was after 3 a.m. when I got into the

No. 47 G. Da Silva

Examination - continued.

Cleare was wearing civilian dress: white shorts and dark blue shirt - bareheaded.

car to go home, (the second time) by Market clock.

I had on pyjama jacket nearly white and short white pants. No hat.

Crossexamination.

Have known accused for a good many years: course of business, in connexion with window factory. It would take ten to twelve minutes to go from brother's home to my home.

Made statement in early December. Did not see accused about that morning. Cleare's car was on southern side of street - did not see Major Atkinson's car.

The pyjama jacket had a V neck: Re-examination: think it was tucked into my shorts. I was excited.

Roexamination.

Do not own a hat. By Jury:

Cross-examination:

No. 48.

EVIDENCE OF A. BETTENCOURT

No. 48 A.Bettencourt. Examination.

ALBERT BETTENCOURT sworn states: I live at 148 Regent and Alexander Streets, Lacytown. Live on southern side of Regent Street over the hardware store of Rodrigues and Da Silva. I make ladies! plastic handbags and gent's leather wallets.

Know accused: used to make gent's leather wallets for him for resale in his store at 119 Regent Street. He supplied leather and celluloid which he brought from back store. The last time accused engaged me was about one month before fire, to make $2\frac{1}{2}$ dozen: it would take me one and a half weeks to

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make them: I did not finish them as accused only sent over the zips a week before the fire.

Defence Evidence. I was at home on the night of the fire: Know Gerald Da Silva: saw him run up to his brother's place.

No. 48

A.Bettencourt

Cross-examination: I have not yet delivered the wallets: still have the zips. I charged him 50 cents each.

Examination - continued.

Adjourned at 11.30 to 1.00 p.m.

(Jury inspects accused's car and Da Silva's car).

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No. 49

No. 49

V.F.McLean

EVIDENCE OF V. F. McLEAN

Examination.

VICTOR FRANCIS McLEAN sworn states: Live at 91. Barr Street, Kitty. Property Agent. Know accused and his wife's property at 119 Regent Street. ter part of January or early February '50 Pharbu, from Mahaicony Creek came to me and I took him and showed him three properties in Regent Street; the last property was accused's; took him then to Londonburg Hotel, Main Street where we saw accused and Pharbu made an offer of \$36,000 for the bigger portion with the three storey building: are two or three other small ranges behind. Accused said he was not selling any more as he might open business himself. The empty land at the side Pharbu offered \$7.500 and accused said he was not sel-I told accused he would not get that offer again, why did he not take it: I considered it an extremely good offer.

Crossexamination. Cross-examination: I was asked in 1949 by accused to sell the lot: I introduced others.

When I offered to Pharbu I did not know if there was a mortgage. Pharbu made the offer of \$36,000: I did not suggest that figure to him. I suggested \$7,500 to Pharbu and he agreed to pay it.

Did not know about accused's difficulty with Town Council re empty lot.

One of the owners was Nattie Wren (\$18,000) and the other Yassin (\$25,000).

In the Supreme Court

Have sold two properties for accused: one in King and one in Murray Streets.

Defence Evidence.

Got no particulars of rates, rents etc. for 119 Regent Street.

No. 49

Accused has put many properties in my hands for sale. I have "no luck" with the Police, "only God". The trouble I had last year was with respect to P.C. Pereira - I was convicted of fraudulent conversion. I was crucified.

V. F. McLean Crossexamination - continued.

I considered the empty lot was worth \$4,000 to \$5,000.

I consider the three storey building alone is worth about \$25,000.

Re-examination: The amount re which I was convicted was \$200 - agreement for sale of property which he did not carry through. I was fined \$75 and repaid the \$200.

Reexamination.

20 By Court: Accused told me he would accept \$38,000 for the lot with three storey building and ranges.

No. 50

No. 50

Examination.

EVIDENCE OF M. FEROUZ

M. Ferouz.

MOHAMED FEROUZ sworn states: Live at lot 15 La Penitence Road, East Bank, Demerara, where I carry on business as druggist. Registered Chemist and Druggist. My father died in August 1949. Before his death, July '49, he was interested in purchasing property in Regent Street, without building, before getting to Bourda Market: a burnt out building is next to the land: he offered \$4,500. In September '50 before the fire I spoke to accused: told him I was the son of Ishmael: I offered \$4,500 - he said he would not sell - I offered a further \$1,000: he said he would not sell at any price to anybody that he would build the place him-

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self: there was a concrete base on the lot: I wanted to put a branch there: have one at Louisa Row.

Defence Evidence.

Cross-examination: It was early in September I went to accused, alone. My offer was for the bare plot of land: one third of the lot.

M. Ferouz.
Examination
- continued.

No. 50

My father made the offer through an agent, Robertson. I was present.

No. 51

No. 51

G.Da Silve

EVIDENCE OF G. DA SILVA (recalled)

(Recalled)

GERALD DA SILVA (re-called at request of Cabral) sworn states: The Street lights were off when I went to the fire: the current was off.

It was "not particularly clear" that morning.

Crossexamination. Cross-examination: Don't know if the lights of the fire engine were on. I was to the rear.

No. 52

No. 52

W. Monasingh

EVIDENCE OF W. MONASINGH

Examination

WILFRED MONASINGH sworn states: Live at 205 Upper Charlotte Street. Contractor and draughtsman. I was chief engineer for Khouri's new building, under Johnston (deceased): also the Maharaja Oil Mills, chief engineer there: at present engaged on extension to H.B. Gajraj as general contractor.

In 1942 I was convicted of receiving in Supreme Court and served three years. Since then no further trouble.

Know accused: have made plans for him for years: know burnt building at 119: I made the plans for that and for a small building on the lot

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to the west: first plan in 1949, that lapsed in April '50.

In the Supreme Court

In June '50 accused sent for me and as a result I made another plan finished in latter part of August 1950.

Defence Evidence.

I have prepared at request of accused an estimate of the work of reconstruction of the burnt building: I swore to an affidavit in this connexion. (Ex.NN - affidavit attached thereto marked 'A' is the one I swore to). Total estimate for reconstruction is \$28,247.38.

No. 52

W. Monasingh

Examination - continued.

I have inspected Ex. E (foor) and how the door works - have constructed a model - put in evidence. Ex. QQ. Three nails driven to one half, at top: shows the two "rebates" in the two halves, overlapping.

This is the second set of plans I prepared for the building on the empty lot - practically the same as the first set of plans. (Put in evidence - Ex.RR)

These plans made an allowance of 12 ft. be-20 tween buildings: the Town Planning Authority does not now allow that.

Cross-examination: I would say it would cost \$15,000 - \$16,000 to add the extra storey, in 1949. Complete building in 1949 would be S27,000 - \$28,000.

Crossexamination.

About \$5.000 worth of materials could be salvaged.

Estimate for labour

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Painting 900

250 Masonry Carpentry 6500 7650

In the estimate I have \$9,800 for labour. Would take twenty weeks to complete: pay carpenters by the hour, not by job.

> 250 sacks of cement - at \$2.12 per sack. 20 tons @ \$3.50 Sand

Stone 40 tons @ \$9.00

Five years' experience of contracting on my own.

16을 cwt. of paint at \$60 per cwt. Tints and driers - \$80.

Defence Evidence. Paint oil - 175 gallons - \$4.50 per gallon. All materials of greenheart - no softwoods which are cheaper.

No. 52

For labour -

W. Monasingh

Painting - \$ 900
Masonry - 250
Carpentry - 6,570

Crossexamination - continued.

The difference between this figure \$7,650 and the figure of \$9,800 in the estimate (for labour) is to take care of contingencies - e.g. rainfall, insurance and if the job takes longer than expected and profits.

Partition of crabwood at 14 cents per foot board measure.

Cured Silver balli is eighteen to nineteen cents a foot: Simarupa a cent or two cheaper.

By Jury: 5% of the cost of labour is profits - supervision 5% also (of labour) i.e. about \$770: (and about \$2,000 more if the job finished in time).

Adjourned at 3.30 p.m. to 9.30 a.m. tomorrow (1.11.51).

No. 53

No. 53

P.J.Martins Examination.

EVIDENCE OF P. J. MARTINS

Thursday 1st February, 1951.

PHILLIP JOSEPH MARTINS sworn states: I am Clerk in charge of M. Gonsalves Limited, Water Street - employed in that business for last 29 years. Duties include making sales, superintending. Know accused: he was a wholesale customer. Remember when 119 Regent Street got burnt (9th November).

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Ex. K4: I sold the goods to accused which are set out in K4 (\$277.96) - sold them on 7th October,

1950: this was the Saturday and the fire was the Monday morning. These goods were delivered on the Saturday (7th). Other goods were selected by accused for delivery on Tuesday: the reason being that these goods brought the account to the limit and he would have had to make a payment: he agreed to come in and make a payment on the Tuesday so as to get the balance of the goods: we close for half day on Saturday and there was no time for him to make a payment that day: I wanted to go to Races and had not yet had breakfast. I always sell to accused. I told him I was going off: he left about 11.30 a.m.

In the Supreme Court

Defence Evidence.

No. 53

P.J.Martins

Examination - continued.

During September 1950, he booked some goods, satins: have samples with me and his name is second on list (on sample book). (Put in evidence - SS): goods would have arrived in time for Xmas: they came just before Xmas.

The goods ordered by accused for delivery on 20 the Tuesday was about \$330.

I went to accused's store the Saturday before the fire, at about 8.30 a.m., that was the only time I have been there. I went on my own personal business: he was not there. I saw the stock in the store. Have 32 years' experience of dry goods: formerly with Battencourt's. On that morning accused had a lot of goods as far as I could see about \$20,000 or more, at his retail price. Goods on shelves, stands and cases. First time I had seen that kind of "show frame".

Know Shamrock Store, owned by Mrs. J.J. Gomes: accused bought over entire stock of that store, about February or March 1950: I sold it to him: we were the biggest creditor and sold and distributed the proceeds among other creditors.

No ladies materials which cost more than tweeds but "bulk for bulk" they are the same.

Exs. F3 and JJ.

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On F3 I see a word ending "...pe" which I assume is "crepe" and the price per yard 98 cents and total price \$73.50.

"...es" I assume is "shoes" 75 cents, total \$27.

Item in JJ for 36 pairs child's yachting shoes, 75 cents, \$27.00.

Defence Evidence. 81 cents, \$14.58 (word burnt away) in JJ - 18 pairs yachting shoes, 81 cents - \$14.58.

No. 53

In F3, "92 cents: \$29.44", 32 pairs women's yachting shoes, 92 cents \$29.44.

P. J. Martins

In F3, "46 cents \$96.60" in JJ. 7 x 30: 210 yards plaid at 46 cents - \$96.60.

Examination - continued.

In F3, 96 cents \$24.50 in JJ 25 yards figured crepe at 98, \$24.50:

In F3, "...77 cents, \$61.60" in JJ 2 x 40, 80 yards denim, 77 cents - \$61.60.

These goods were bought in June 1950.

Ex. Z1 (accused's general account with M.Gonsalves): after middle of June 1950 up to time of fire accused got on credit from M.Gonsalves goods to value of \$4,085.37. Accused has owed M. Gonsalves up to as much as \$3,000 and has paid off.

When accused's store at Regent and High Streets was closed down he had stock there.

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Crossexamination. Cross-examination: Accused closed down store at Regent and High, March or April '49: between then and February 1950 when accused opened at 119 Regent Street I do not know of accused carrying on any other dry goods business:

Don't know what became of accused's stock from store at Regent and High.

Amount of accused's purchases can be found out from the books of M. Gonsalves.

Amount of satin ordered by accused in Septem- 30 ber was \$109.80.

In one instance accused returned goods to the retail store, I think, some underwear: don't think it was underwear.

When I went to accused's store I remained two or three minutes: my observation of his stock was

of the most casual kind: don't think it would be less than \$20,000. Not definite that accused had tweeds, but I think so: can't say what value I placed on them.

By Court: Accused's total purchases in 1950, on charge account, from M. Gonsalves was \$4,085.37, including stock of Mrs. J.J. Gomes.

Re-examination: \$2,886.70 goods from Shamrock.

(\$2,760.77). Purchases from M.Gonsalves were \$1,649.60 - total \$4,410.37.

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I heard accused used to buy from the Regent Street Branch of M.Gonsalves Limited. Regent Street Branch closed down before June, 1950: they sold out large quantities.

By Jury: I estimate that accused's stock, which I valued at \$20,000 retail price, cost him about \$16,000.

In the Supreme Court

Defence Evidence.

No. 53

P. J. Martins
Examination
- continued.

Reexamination.

No. 54

EVIDENCE OF A.ALLI

A. Alli

Examination.

No. 54

ASKAR ALLI sworn states: Live at First Street,
Alexander Village, East Bank, Demerara. I am a hat
manufacturer and salesman. Know accused. I sold
cloth hats to him for resale at his store. Last
supplied him with hats like that on Friday 6th
October, 1950: he paid for them that day: he ordered some more hats for the Xmas holidays - five
dozen.

I was in the dry goods business very long: my brother had a dry goods store at La Penitence and I used to run it and the mother-in-law's at Stabroek.

On 6th October I saw accused's stock and estimate the value at \$24,000 - \$25,000, retail price.

Cross-examined: Hats were \$4.80 a dozen: I supplied everything. Dry goods store for 7 years. My brother's highest stock was \$5,000. I was in Accused's

Crossexamination.

store about an hour, about 2 p.m.

There were a lot of shoes there.

Defence Evidence.

I would say he had a little below \$1.000 worth of shoes: most in boxes.

No. 54

Ladies dress material. \$2,000

A. Alli

Tweeds

1.500

Crossexamination - continued.

The tweeds were more to the east side.

Adjourned at 11.35 to 1.15 p.m.

No. 55

No. 55

J. Alli.

EVIDENCE OF J. ALLI.

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Examination.

JASODA ALLI sworn states: Live at 57 James Street, Albouystown. One of the distributors of milk for Government Depot.

Know accused; he was one of my registered customers and used to buy milk from me, before 1950: he stopped off and started about August 1950. used to come in the car about midday for the milk: in August '50 he used to bring a glass mug holding about 2 pints. something resembling Ex. L8: he sometimes brought a 4 pints sweetie jar and an enamel pot.

No. 56

No. 56

W. Clarke

EVIDENCE OF W. CLARKE

Examination.

WILLIAM CLARKE sworn states: Live at 6 North Road. Guttersmith and plumber for 30 odd years. accused and his store at Regent Street near Bourda There is a range of rooms behind the Market. store: on Friday 6th October, 1950, I repaired the guttering on the south western end of the

eastern range: that guttering is about 3 ft. from the back room. He asked me to do that work the day before, in the store: I went to the store on the next day (Saturday) to exchange two shirts which were too small.

In the Supreme Court

Defence Evidence.

There was plenty of stock in the store: on the shelves, counters and on the floor - in the show

No. 56 W. Clarke Examination - continued.

Crossexamined.

I charged \$1,50 and he paid me in Cross-examined: cash. The shirts were \$1.92 each.

No. 57

No. 57

EVIDENCE OF P. FURMAN.

P. Furman

PINHOS FURMAN sworn states: 23 North Street, Lacytown: I am Director of Corentyne Timber Company, Limited. I own 1/5th of the shares.

Examination.

Know accused about December '49. I offered him all my shares in the Company he was willing to buy: I asked \$15,000 and he offered \$12,000: I was not yet quite ready to sell and transfer: I put the matter to two of the Directors.

Early in '50 accused told me he is willing to buy, has the cash and I was willing to sell he would buy. Told him I was still not ready - nothing further happened.

No. 58

No. 58

EVIDENCE OF J.L.VEENDAM

J.L.Veendam

JAMES LIONEL VEENDAM sworn states: Live at 15 High Street, Georgetown. Have a huckster's and store licence: wholesale salesman.

Examination.

Know accused, he had a store in Regent near the Bourda Market.

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windows.

Defence Evidence.

No. 58

J.L.Veendam

Examination - continued.

During 1950, in October, about two weeks before the fire I sold some fugi, four strings of beads: sold the fugi to Mrs.Bacchus about \$14.00, to Bagot in the Bourda Market, about \$10 worth and to the Modern Dry Goods store in Saffon Street about 40 yards. It was three pieces that were getting faded on the shelf.

Bill Z4 is dated 23rd September '50. Sold fugi wholesale to that store only once. I took a small sample to Robinson and he decided on quantity and price. I went back to accused and gave the order. The faded piece was cut off: the clerkess asked for it and it was given to her.

Bill shows 78 3/8 - should be more than one piece as a bolt does not carry more than 40 yards.

Plenty of retail stores sell wholesale. I operate for eleven stores.

In September '50, I arranged a sale of a nest of grips from Solomon to Teper: also sold accused two or three dozen zips from Searchlight Store.

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No. 59

No. 59

J. Gall

EVIDENCE OF J. GALL

Examination.

JULIET GALL sworn states: Live at 36 John Street. Clerkess. Know accused, he had a store at Regent Street near Bourda Market.

Up to June 1950 I was employed by C. A. Gomes, left because I got ill, had to go to Hospital: when I came out Mr. Gomes had to move from premises he had. Went to accused's store in September 1950 and spoke to him about my getting a job. Went to him twice, last time on 5th October week before the fire: he told me to come out to work on Tuesday 10th. Accused's store was stocked.

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No. 60

No. 60

M. Khan

EVIDENCE OF M. KHAN

Examination.

MONA KHAN sworn states:

Live at 76 Anira Street.

Queenstown. Know accused. During October '50 he lived in McDavid's house next to mine: about 12 - 16 ft. apart.

In the Supreme Court

On Sunday 8th October I was sick at home, with a cough. I spent that night in the sitting room on a couch as I did not want to disturb the others in the bedroom.

Defence Evidence.

No. 60

I never slept at all - heard up to 4 a.m. - coughing off and on: several nights before and after.

M. Khan.

Examination - continued.

Know accused had a car which he kept in his yard on a level with my sitting room, on ground floor: it was on the near side of the yard.

The others went to bed about 11 p.m.

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Did not hear accused's car go out or come in that night: I must have seen the flash of his lights - glass windows. I would have heard the engine.

Went to the sitting room about 10 p.m.

Can't hear accused going in and out of his 20 house.

The windows were closed and draped.

I live on east side of accused. Mrs.Teper was in the Colony at that time and still is.

Slept for about $\frac{1}{2}$ hour between 8 and 9 p.m.: had a little sleep about midday: striking clock in the house.

Heard of the fire at 7.30 - 8.00 a.m. on the next day (Monday). Spoke to Mrs. Teper two days later.

30 By Court: Several cars passed in the street while I was there.

Re-examination: It is very quiet at nights. I told Mrs. Teper about not hearing accused's car.

Reexamination.

By Court: Don't know whether accused's car was in the yard when I went to bed.

By Jury: Would not have heard if car was pushed in and out.

No. 61

EVIDENCE OF C: SEABRA

Defence Evidence.

No. 61

C. Seabra

Examination.

Live at 350 New CHARLES SEABRA sworn states: Market Street. Accountant. Know accused well, for ten to twelve years. Know that his store got burnt on 8th October, a Sunday. That night I went on the seawall to hear concert. Saw accused there from about 9 p.m. We remained until about 10 p.m. We walked towards Camp Street. Accused took his bicycle and we walked to the head of Camp Street and I walked home alone.

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No. 62

D.Nightingale

No. 62

EVIDENCE OF D.NIGHTINGALE

Examination.

Live at 48 Palm DESMOND NIGHTINGALE sworn states: and Princes Streets. I am 72 years old: Locksmith and mechanical engineer for 45 years: wide experience in making keys for all types of locks.

Know the Union type of lock: a lock like this was given to me by accused and he requested me to make some keys for that lock: by cutting blanks I made three keys.

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Lock put in evidence - TT - he showed me two keys with the lock - TTl - three keys put in evidence - TT2. I took the impression on wax of one of the two keys accused brought with the lock and from this I made the three keys, from blanks. Wax tendered Ex. TT3 - I made another key from a piece of brass - put in evidence. Ex. TT4.

Adjourned at 3.05 p.m. to 9.30 a.m.tomorrow (2.11.51).

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No. 63

No. 63

L. Chung

EVIDENCE OF L. CHUNG

Examination.

Live at 125, Barrack LOUIS CHUNG sworn states: Photographer. Took some photos of a few dry goods stores in Georgetown on 9.1.51 of portions of the interiors of Sabga. Yassin and M.Majeed's stores: also Khouri's, Ferreira and Gomes and the Regent Cash Store.

I developed the negatives and made those prints: these are negatives.

In the Supreme Court

Six negatives and six prints put in - UUl to UU12.

Defence Evidence.

(Cabral - Majeed's and Yassin's are the most important ones).

No. 63

The material in Majeed's shop Cross-examination: seems to be for curtains: as far as I can remember it was tacked on to the top shelf.

L. Chung.

- continued. Cross-

Examination

examination.

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No. 64

EVIDENCE OF S. MUNRO

No. 64

S. Munro

Examination.

SILAS MUNRO sworn states: I am a licensed property Know accused: know property at 119 Regent I arranged the sale of that property to Street. Mrs. Teper in 1948. In September 1949 accused gave it to me again to see if I could find a purchaser.

When the property was sold to Mrs. Teper one Clarke was carrying on business of selling coals on the premises: it was then owned by a Lodge.

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The Lodge people arranged with Clarke that he was to move before the transport was passed. Clarke moved out before the transport was passed to Mrs. Teper. When I was arranging the sale for Mrs. Teper, Clarke said the Lodge people had only given him a bloody \$15: he was not satisfied: he went to accused and asked him for more money. Accused told Clarke it was the Lodge people who made arrangements with him and he had \$15 already: Clarke started to row. came from the empty store to the pavement and said "he ain't pay me but one of these days this building would be a skyscraper in later days; that the building may be in flames". I said nothing to Clarke and told accused not to worry with Clarke as it was the Lodge that had made arrangement with him.

The building was not yet finished.

Defence Evidence. I had gone there to ask accused the lowest price he would take. I had been there a week before and accused told me I must return on the Saturday at 11 a.m. to speak to Clarke.

No. 64

S. Munro

Examination - continued.

Crossexamination. Cross-examination: Forget the name of the Lodge - don't know if they went to any other place. Don't know if Clarke went to the Lodge people about it.

Accused had nothing to do with the arrangement with Clarke: I was surprised Clarke should go to Teper.

The next time I recalled the incident was when accused asked me to come as a witness: he reminded me of the exact words and but for that I would not have remembered them.

By Court: I understood "skyscraper" to mean that the building would be in flames.

No. 65

No. 65

O. James

EVIDENCE OF O. JAMES

OVID JAMES sworn states:

Examination.

Kitty. Licensed property agent. Know accused and property at 119 Regent Street.

In 1947. October, Silas Munro and I arranged

Live at 65 Public Road.

In 1947, October, Silas Munro and I arranged the sale to accused: transport in February 1948. No other property dealing with accused.

Know accused owned another property in Thomas Street and Murray Street.

I told him I had got a purchaser.

In 1950, 1st August, a Tuesday I went to accused's store about the Thomas and Murray Streets property: while waiting on him, there was a quarrel between Cecil Daniels and his brother - one was in the yard and the other, Cecil, was on the steps.

Cecil said to his brother that he must not

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come upstairs, you are a villain: the one in the yard said "Oh, you forget that I save you from blazing down", Cecil replied "I don't care, I don't want you upstairs: I hope it won't happen again."

The brother in the yard said "I gwine see it burn down"; at that time accused was at the west side of the store: I was on the west side, in the yard.

Cross-examination: I called accused's attention to what was happening and he said nothing. A middle-aged East Indian woman was there - it was about 8 a.m.

(Cabral states that his two other witnesses are not immediately available and asks for adjournment to 1.00 p.m.).

Adjourned at 11.05 to 1.00 p.m.

No. 66

EVIDENCE OF M. YASSIN

MOHAMED YASSIN sworn states: I am a large whole-sale and retail dealer in dry goods, Georgetown.

Know accused, he has bought dry goods from me from 1946. During 1950, end of January to end of September 1950, he bought from me.

He bought cash from me. He used to buy \$200 - \$250 a week worth of goods from me. I have no account.

Paid more by cheque than in cash.

Cross-examination: I am an importer but I usually buy locally: I imported only cotton piece goods: I sold accused wholesale: I charge him 3% and 4%

In the Supreme Court

Defence Evidence.

No. 65

O. James
Examination
- continued.
Crossexamination.

No. 66

M. Yassin

Examination.

Cross examination.

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No. 67

EVIDENCE OF N. FRANKER.

Defence Evidence.

No. 67 N.Franker. Examination. NOEL FRANKER, sworn states: Bookkeeper at Khouri. I prepared an extract from the books of Khouri's showing that between May 1st and 6th October, 1950 he purchased \$2,158.17 worth of goods: payments to account \$1,329.37: at 6th October he owed \$828.80.

Extract put in evidence (Ex.VV).

I checked cash lists between 4th March and April 17th and those bills total \$2,214.73 - Extract produced - Put in evidence - Ex. WW.

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Cross-examination: None.

CLOSE OF EVIDENCE FOR DEFENCE

(Cabral asks that he be allowed to begin his address on Monday, 5th February - granted).

Adjourned 1.45 p.m. to Monday 5th February at 9.30 a.m.

No. 68

No. 68

ADDRESS OF DEFENCE COUNSEL

5th - 6th FEBRUARY. 1951

(Not printed)

No. 69

No. 69

REPLY OF CROWN PROSECUTOR

6th FEBRUARY 1951

(Not printed)

No. 70

NOTES FOR SUMMING UP

Fifty-six witnesses - thirty-three for Crown; twenty-three for defence. Very large number of exhibits: addresses of Counsel: I shall endeavour to summarise that evidence according to the various aspects of the case: before doing so it is necessary for me to direct your attention to certain principles of law which must guide you in your deliberations and to explain to you the elements which go to make up the offence of arson with which accused is charged.

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PRINCIPLES

THE CHARGE ITSELF (read it)

- (1) Date: (2) that the burning of the building was the result of a felonious act, i.e. that the fire was in fact set; (3) "maliciously" implies the doing of that which a person has no legal right to do and the doing of it in order to secure some object by means which are improper. You must be satisfied that the act of setting fire was deliberate and wilful and not the result of either negligence or mischance. Malice is presumed where any wrongful act is done intentionally without just cause or excuse. In this case if you are satisfied that the fire was set intentionally then you should have no difficulty in presuming that the person who did so, acted maliciously.
- (4) "Intent": not capable of positive proof something in person's mind - and ordinarily can only be implied from overt acts, BUT where the charge is one of setting fire to one's own building, the intent to defraud cannot be inferred from the act itself but must be proved by other evidence. In this case the insurance policies have been produced and it is a question of fact for you whether, should you find that the fire was set by accused, that in so doing it was his intention to defraud the Insurance Companies. The indictment contains the alternative intent to injure: not necessarily to prove intent to injure any particular person but having regard to the fact that the charge is that accused set fire to his own building it does not appear that you can properly find that the intention was to injure.

In the Supreme Court

No. 70

Notes for Summing up.

6th February 1951.

No. 70

Notes for Summing up.

6th February 1951.

- continued.

This would be a convenient point at which to deal with the effect of question of whether or not the building and/or the stock was over-insured. The allegation of the Crown is that it was: but it must be made clear that even if the amount of the insurance did not exceed the value of the building or of the stock, nevertheless, if the other elements of the charge are present, it would constitute a fraud. The amount of the insurance is of importance when considering motive or intent e.g. if a man sets fire to his building worth \$20,000 and it is insured for only \$100 the jury would have to consider very carefully whether they could properly find that the motive was to get the insurance money: conversely if a man has a \$5,000 building insured for \$20,000 and sets fire to it, that might be regarded by a jury as providing strong evidence of motive and of intent.

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Before dealing with the facts themselves I must deal, too, with the matter of circumstantial evidence for it is the case that as regards the actual setting of the fire, the evidence for the Crown is circumstantial - there is no direct evidence i.e. no eye-witness. Circumstantial evidence is also called presumptive evidence: where the direct and positive testimony of eye-witness is not available the jury are permitted to infer from the facts proved other facts necessary to complete the elements of guilt or establish innocence. Though circumstantial evidence must be admitted cautiously it has been said that it is very often the best evidence: it is evidence of surrounding circumstances which, by undesigned coincidence, is capable of proving a proposition with the accuracy of mathematics.

In this case you must ask yourselves whether, from the facts which you accept as proved, you may naturally infer other facts: e.g. if you accept it as proved that the straw in the boxes had been saturated by gasolene, can you infer that the fire was deliberately set. In the final analysis you will have to ask yourselves - what facts do you accept as proved and, following on that, what inferences can you properly draw from such facts. You must decide, and I quote the words of the Judge in the case referred to by Mr. Cabral "not whether the facts are consistent with the accused's guilt, but whether they are inconsistent with any other rational conclusion" - in other words, before you may convict you must find that the facts do not point

to a rational conclusion other than the guilt of accused. If you find that the facts are consistent with a rational conclusion other than the guilt of accused then you must acquit. The word "rational" is important for it is the case that any such conclusion must be one based on reason and not on mere conjecture or speculation: the fact that there is a mere possibility that some other person is responsible for the crime would be insufficient ground for applying this principle.

In the Supreme Court

No. 70

Notes for Summing up.

6th February 1951.

- continued.

The circumstances must be such as to produce moral certainty to the exclusion of reasonable doubt. I shall deal further with this matter when I come to the submission of Defence Counsel regarding Cecil Daniels.

The first matter to which I invite your attention is that of MOTIVE:

(1) Crown does not have to prove motive: but if there is evidence of it, that might, with other facts, be regarded as increasing the probability that the crime was committed by the person charged. Motive alone is not sufficient to convict. Crown alleges that motive was greed: i.e. to possess himself of insurance money and still have land.

This aspect of course raises question of value of building and of stock as compared with amount for which insured.

The building was insured for \$29,000

The stock was insured for \$\\\\29,500\$

\$ 58,500

As to value of building:

P.C.Byrne: Accused told me it was insured for \$25,600 with three firms.

Reginald Bollers: Chief Clerk, B.G. and Trinidad Mutual Fire Insurance Company, Ltd., Policy for \$1,000 for three storey building at 119 in name of Tola Teper (transferred from Leopold Teper on 27.v.49): Policy for \$1,000 as before, (transferred to Tola Teper on 27.iv.49). Both in force at time of fire.

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No. 70

Notes for Summing up.

6th February 1951 - continued.

Rolf Pairaudeau: Assistant Secretary, Hand-in-Hand. Buildings at 119 insured in name of Tola Teper. Policy for \$8,400 on three storey building - formerly this policy was in name of accused for \$14,500 in relation to property at Thomas and Murray Streets: In July '49 accused applied in writing to have this Policy transferred from Thomas and Murray Streets property to 119 (three storey building) for whole amount of \$14,500. I inspected the three storey building and decided to reduce from \$14,500 to \$8,400 bringing total on that building to \$17,000. Accused came to office and was very annoyed at not getting more than \$17,000 which I considered was full value: accused left next day for Barbados. (Letters written from there in evidence).

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Cross-examination: We did not reduce our insurance on learning that total on 119 was \$29,000. Secretary (Collier) told accused that when first premium on Lloyds Policy for \$10,000 expired he would have to take out additional insurance with Hand-in-Hand.

I decide amount of insurance on replacement value, condition of building and moral hazard.

Produces letters from Cabral and accused re insurance (dated 15th November, 1950, after fire) and replies - Clause 12 re sending claim in fourteen days - it is desire of my Company to avoid liability on that ground.

John McAndrew: Manager of Insurance Department of J.B.Leslie and Company Ltd. which takes insurance for Lloyds. Building at 119 insured on 22.ix.49 for \$10,000; lapsed and replaced on 22.v.50 by annual policy for \$10,000: in force at time of fire.

John Hilton Moore: Assistant Secretary, B.G. and Trinidad Fire Insurance Company Limited. September '49 accused wrote from Barbados asking for transfer of policy on wearing apparel etc. to three storey building and its reinstatement to \$1,000 (from \$500). A week later accused wrote (from Barbados) saying he would like \$8,000 additional on that building for two months until his return to B.G. Two days later accused wrote saying he had arranged through J.B.Leslie for the extra insurance and

asking for transfer of the \$1,000 to building: transfer not agreed to. Learnt of insurance of building with other Companies and inspected building: made two calculations, highest \$18,000. Fifteen years' experience of inspections. On Assessment Committee of Georgetown Town Council.

Cross-examination: 3,600 sp. ft. (floor space) at \$5 = \$18,000. Did not take concrete into account. Never built a property. Can't say what carpentry cost would be.

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Patrick Duff: Carpenter, twenty years experience. 22nd November inspected building. Estimate it would cost \$14,000 to replace entire building. To replace damaged parts - \$9,485.40. It used to be a low storey building to raise it and add another storey below and paint entire building - \$5,000.

Cross-examined: Knew I was preparing estimate for Lloyds. Estimate on present rates. Costs have risen and are rising. Built cottage in Demerara Life Compound, 20 x 25 ft. Kitchen 10 x 19 ft. (part old materials) - 20% of labour cost. Not sound method to calculate on floor space. \$4,100 for labour for carpentry and masonry: labour for painting \$1,200. Sand, stone, paint, paint oil. Estimate in evidence - Ex. "00". Building could be put up in three months. I would get about \$600.

DEFENCE: Accused - 119 is of heavier materials than ordinary cottage: 12 x 12 and 14 x 14 sills or beams: 5 x 6 uprights.

Have put most of what I own into that building; took from October '48 to September '49 to build.

Not ward up" in '49 or '50: paid mortgage of \$8,000 to Bennett: had nearly \$12,000 in Banks at time of fire.

In Hospital from overwork - anaemia.

Wilfred Monasingh: Contractor and draughtsman.

At present engaged in extension of H.B. Gajraj. In 142 convicted of receiving - 3 years - no further trouble. Made plans for accused for years. Made plans for burnt building and for a building on vacant lot: latter lapsed and in June 150 made another plan. Prepared estimate of cost of reconstruction of 119: swore to affidavit: \$28,247.38.

In the Supreme Court

No. 70

Notes for Summing up.

6th February 1951 - continued.

Made model of door (QQ). Difference between actual cost for labour (\$7,650) and estimate (\$9,800) is for contingencies e.g. rainfall and profit.

No. 70

Offers to sell building and refusal.

Notes for Summing up.

6th February 1951 - continued. Egbert Bagot: Estate Agent, Carpenter, dry goods store at Bourda Market. About September to October '49 had talk with accused about property at 119 Regent Street: he wanted it sold in two parts - \$5,200 and \$35,000. April or May '50 got offer from Madame Edwards - Accused did not accept that. Sheer Ally interested in larger portion - he went to see it. I told accused - June - July '50. Accused left his address with me when he was going to Barbados in 1950. Accused also put in my hands for sale Murray Street properties - \$6,000, \$10,000 and \$11,000 in 1949. (Uncertain as to dates).

Cross-examination: Accused gave me a paper with rents and prices asked for Regent Street property - not commission or mortgages - paper misplaced. Deny saying at Preliminary Enquiry that paper can be found and then admits saying so.

Re-examination: Told Police about paper in statement on 17th October.

Charles Edwards: Husband of Madame Edwards. Inspected building to west of lot 119 with Bagot. Property was not suitable and I made no offer: price too high.

DEFENCE: Accused: Did not want to sell 119 Regent Street in 1950: In January or February offered good price but did not accept.

Pharbu: Owns cattle and farmer. End of January 150 inspected 119 with McLean and with him went to accused at Londonburgh Hotel: offered \$36,000 for 119 with ranges at back but not vacant lot. Accused refused to sell - said he wanted to open business himself. Offered \$7,500 for vacant lot - accused refused, said he would put a building on it and so get a better price.

Cross-examination: Wanted building to sell "cloth and goods"; never had store before - born 1899. Have abandoned idea of business.

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Victor Francis McLean: similar to Pharbu.

Property Agent. Evidence

In the Supreme Court

Cross-examined: Have sold two properties for accused: he has put many properties in my hands for sale. I consider that the three storey building alone is worth \$25,000.

No. 70

Convicted of fraudulent conversion - fined \$75 and repaid \$200.

Notes for Summing up.

By Court: Accused told me he would accept \$38,000 for three storey and ranges.

6th February 1951 - continued.

Mohamed Ferouz: Druggist. In September '50 offered \$4,500 then \$5,500 for vacant lot. Accused said he would not sell at any price: that he would build himself.

For you to form opinion as to whether \$29,000 constituted over insurance - offers to purchase include land.

As to value of Stock:

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Much of evidence centred around this aspect.

Russell Olton: Supervisor of Canvassers, Hand-in-Hand. Twenty years' experience in stock taking. 7th March '50 went to accused's store (119 Regent Street) at his request: said he wanted stock covered against loss by fire: he said it was valued then at \$8,500 and was buying new items all the time - said he wanted \$8,000: I prepared Form - accused signed. (S1) Company granted \$8,000 i.e. \$7,500 stock. \$500 fittings and fixtures.

6th May '50 went to accused's store at his request - said business was good and had decided to extend business and he now had \$20,000 - asked to give him whatever we could. Company granted \$7,000 more. Both in force at time of fire.

7th October, 1950 accused came to my office - said he wanted to see me "very privately" and asked me to come to him after business - went to his home 2 p.m. then to store - he said he had a few dollars to invest and if I heard of any property in Water Street he would be interested.

No. 70

Notes for Summing up.

6th February 1951 - continued. 10th October went to burnt store - accused said "You were here on Saturday. You can vouch that I had a large stock. I spent a lot of time and worry on this building, do you think I would burn it down". Replied that I had paid no attention to his stock whatsoever.

Accused told De Abreu he had \$30,000, stock: he said he had a lot of tweeds on two top shelves, pointing to them.

Cloth that remained were prints, fugi, spun silks, rayons.

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No sign of cloth debris in back store; little or nothing in front store.

Cross-examination: From what Isaw of the stock I felt that \$20,000 was approximately correct. \$6,000 - \$7,000 worth of tweeds when I inspected stock in May for second policy.

In June accused notified Hand-in-Hand that he had stock with Lloyds for further \$14,500: took no objection.

By Court: Tweed was on 4th and 5th shelves, uppermost ones, when I inspected in May.

Re-examination: Accused could have spoken to me at office on 7th October. I wondered why he had got me to come to store.

John McAndrew: J.B.Leslie - (Lloyds). In June 150 accused asked me to inspect stock as he would be needing more insurance soon and that his stock was then worth over \$30,000. Looked at stock, no detailed examination: granted \$14,500 on 15.vi.50. Total insurance on stock at that date was \$29,500 (including above). On 10.x.50 stock was much less than I had insured. Tweeds in stock on 15.vi.50. Accepted his valuation in good faith. D'Andrade cast no doubt on figure of \$30,000.

Reginald Bollers: As result of application signed by accused (dated 24.iv.50) went to accused's store and inspected stock - he asked for \$7,800: said he had over \$16,000 stock at the time: formed opinion that he did not have more than \$6,000: granted no insurance.

Cross-examination: May be as much as 50% out in giving price of samples of cloth. No tweeds or woollens there.

In the Supreme Court

Consider: - competition; thoroughness of inspection, moral hazard.

No. 70

Accused told De Abreu \$30,000. Accused told De Abreu two top shelves "filled with tweed". Abreu examined them and found no trace of tweed having been on them: may have been one or two bolts of tweed among those picked up from floor. more dress lengths: signs of dress lengths on uppermost shelf.

Notes for Summing up.

6th February 1951

- continued.

Wednesday 11th: Sheila De Camp said no tweed on top shelves (to De Abreu in presence of accused): she said dress lengths tacked on: pieces of cloth still adhering to shelf: accused said nothing.

Thursday 12th: De Abreu: Accused declined to take part in stock taking without consulting lawyer and left. Accused returned 2.30 p.m. and was told stock amounted to only \$4.143.

(At this stage accused was arrested and charged, no statement. Bail).

De Abreu describes positions of accused, Sheila De Camp and himself at interview.

De Abreu said interview was at 10.30 then in cross-examination said 2 - 4 p.m.

Cross-examination: Bolts of tweed on counter as enumerated on bill produced.

Atkinson: Amount of debris from front store would about fill one of the boxes.

Would say that it is not possible for bolt of cloth to be completely destroyed, leaving no trace, in front store, might have happened in back store.

De Abreu took young lady (Sheila De Camp) aside, spoke to her and then spoke to her in presence of accused.

P.C.Byrne: Accused told me he had \$30.000 stock: tweed packed on two shelves up to one foot from floor above. Accused told me his stock insured for

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\$15,000 (with Hand-in-Hand) and \$14,500 (with Lloyds). Accused told Deggoo stock was \$30.000.

No. 70

Notes for Summing up.

6th February 1951 - continued. Sheila De Camp said no tweed on top shelves. Collected stock, in ten boxes. No tweed in debris to west side of store room.

Rampersaud: Last went back to store one week before fire. While I was working with accused (up to
September), no tweed on top or second shelf, there
were dress lengths tacked on by Olga Phillips and
me. In some of the compartments below ones on which
cloth was tacked there were striped tweeds and grey
flannel.

Sheila De Camp: Seven dress lengths on top shelf, tacked to second. Third shelf had some tweed, spun silks and prints. Two occasions on which accused sold by wholesale - he had an agent to sell wholesale. Accused stocked vases.

Cross-examination: There was a full stock of cloth on the shelves on 7th. Bolts of cloth on counter which had come in that Saturday.

Shoes and yachting boots were to come in from Gonsalves on following Tuesday. Quantity of goods about same as when store extended in May '50.

Olga Phillips: No tweeds on two top shelves.

Lucille Murray: Work at Bacchus Dry Goods Store. Thread to value of \$3.77 purchased, wholesale, from accused's store, similarly fugi to value of \$11,60: Bills in evidence. Ordered through agents Maraj and Vanveen.

Cross-examination: Small transactions for whole-sale.

Wilfred Robinson: Dry goods store at Saffon Street. Bought 80 yards fugi, \$22.73, from accused, wholesale, through agent. Appeared new. Patterns and bill in evidence.

Cross-examination: Not expensive cloth: poorer people live in area of shop.

Leslie Johnson: Salesman at Khouri. Thirty-six years! experience in dry goods.

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12th October, 1950 went to store to take stock accused said he would rather not remain and left. Recorded stock in book (Ex. Q) - total value \$4,143.86. Priced at wholesale price irrespective of damage. Found "less than two dozen" empty shoe boxes on shelves on west of store.

On 23rd November measured distance between two top shelves - 25 ins. x 18 ft. long: number of bolts on second shelf would be forty i.e. eight stacks of five each. Average each bolt (30 - 32 yards) at \$4 a yard. Total value on that shelf about \$5,000. Much more on top shelf. Accused said he had tweeds "there" indicating left hand side of north shelf. I would say from condition of second shelf (R1) definitely there was no cloth on it at time of fire.

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Sold goods on charge bill (K3) to accused on 6.x.50: they were on counter when I took stock.

Saw De Abreu pick up bolt from behind counter and put it on counter: did not see any other bolts on floor.

Cross-examination: Cloth debris all about front store: did not see any in back storeroom. Cannot estimate amount of cloth reduced to debris. J.G. Fernandes said on 10th October accused might have had \$15,000 worth of stock and I agreed. (? no basis on which to estimate stock before fire). Had been to store three to five weeks before fire: would have noticed if shelves depleted.

Re-examination: De Abreu asked accused what he had on top shelf and accused said "I had woollens (or tweeds) up to the top shelf". "Negligible" quantity of things in glass case to west not damaged by fire but by water (Shown on A5).

By Court: \$15,000 was an estimate of what remained - turned out on checking to be \$4,143.

DEFENCE: Accused: mentioned to Police that I had about \$30,000 in stock at time of fire: meant resale value: cost price would be about \$25,000: we only take stock the first month after Xmas each year: no opportunity of taking stock as business was a new one: estimate of \$30,000 could only differ by \$2,000 to \$3,000. The wholesale transactions are negligible. Fugi was left over from previous

In the Supreme Court

No. 70

Notes for Summing up.

6th February 1951 - continued.

No. 70

Notes for Summing up.

6th February 1951 - continued. business: faded portion cut off. Thread by whole-sale (\$3.77) was deteriorated stock from Shamrock store: could not be sold in my store but perhaps in another vicinity.

I said there were tweeds "up to the top of the first shelf": did not consider frame as shelf: no more than 8 ins. wide, other shelves ll ins.: it could not hold the weight of cloth. Had tweeds one foot from the frame and that 10 or 12 inches held other gent's cloth. Baby flannel, pure wool, white drill, sharkskin: from Ex. R2 can be seen that cloth was packed right up to under side of top shelf.

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Buying stock up to one or two days before fire: charge accounts will show: bought grips from Universal store: children's hats. Most of my transactions were for cash: cash bills hard to look up. Elias and Son: only bill for \$200 could be traced: bought about \$2,000. Spent four or five days searching in that office, recovered bills to amount of \$1.300.

On 10th October Mr. Johnston did not seem to agree with verdict of Mr. Fernandes that there was only \$15,000 stock - he told me there was far greater stock than \$15,000.

Had a few empty shoe boxes: kept them to accommodate country customers.

Phillip Martins: Clerk at M.Gonsalves Limited, for 28 years. Sold goods on K4 (\$277.96) to accused on 7th October: delivered same day: other goods - \$330 - ordered for delivery on following Tuesday as account was at its limit and he would have to make a payment: no time for him to make payment that day.

In September 1950 accused booked satins (name on book Ex. SS) - \$109.80.

Went to accused's store on Saturday 7th at 8.30 a.m. on "personal business" - lot of goods, retail value about \$20,000: (observation of most casual nature) First time I had seen that kind of "show frame" - thirty-two years' experience. (Compares items on F3 and JJ): these goods were bought in June 1950. (? Would stock book last till

October at rate of purchase). Between middle of June '50 and fire accused bought \$1,649.60 from Gonsalves and \$2,760.77 from Shamrock. Not definite that he had tweeds.

In the Supreme Court

No. 70

Notes for Summing up.

6th February 1951 - continued.

Askar Alli: Supplied hats to accused on 6th October and he ordered five dozen for Xmas season. Value of stock \$24,000 - \$25,000 but in cross-examination value on goods is given as \$4,500.

James Veendam: Sold fugi wholesale for accused about two weeks before fire: also beads. Arranged sale of grips from Solomon to accused in September 150.

Juliet Gall: Went to accused on 5th October for job - he told me to turn out to work on 10th October.

Mohamed Yassin: Accused has been buying dry goods from me since 1946. In 1950 from end of January to end of September he bought from me, cash.

\$200 - \$250 a week. I have no account.

20 Cross-examination: Only cotton piece goods. Paid by cheque (more by cheque; then only 25% by cheque and then less than 25%).

Noel Franker: Bookkeeper - Khouri. Prepared extracts from books. Between 1st May and 6th October 50 accused purchased \$2,158.17 and paid to account \$1.329.37: at 6th October he owed \$828.80.

Cash lists between 4th March and 17th April: \$2.214.73.

If accused had \$30,000 as he claims (insurance for \$29,500) then if value remaining after is \$4,143.86, about \$25,000 or about five times what remained must have been destroyed in fire, most of which must have been in north west corner (some on display on "projecting rods"): in evidence that maximum amount the shelf could hold was \$5,000: in considering this you must bear in mind evidence as to quantity of debris remaining and what might have been washed away by water: hose could not play directly inside store (in storeroom only), doors shut.

If stock was depleted, as alleged, was it by

wholesale or by less purchases - you have some evidence as to extent of his purchases.

No. 70

For you to say whether stock over insured or not: if it was then that might be stronger motive.

Notes for Summing up.

STOCK BOOK: If over insurance then you would expect desire to get rid of it.

6th February 1951 Wednesday 11th: De Abreu asked accused to assist him in searching for stock book.

- continued.

Accused asked De Abreu to open and shut the front door - noise made by it. Accused said it used to be kept on counter as he used it to calculate prices.

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P.C.Byrne: Asked accused where he kept stock book and cash book and he pointed to north east corner of front store and said he kept them there: I looked on those shelves and saw cash bills tied together (Ex. G), scorched and burnt: no trace of stock book or cash book.

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Deygoo asked accused where he kept stock book - Accused said "I am very forgetful and sometimes I leave it on top of this counter or under the counter" indicating counter running east to west.

Rampersaud: "Record" book was kept sometimes on shelf and sometimes on counter, sometimes rested on cash drawer.

Sheila De Camp: Remember seeing foolscap size book on counter near small show case - never seen it on cloth on shelf - have seen it on cash drawer.

Re-examination: Black note book with clerks' accounts was kept on foolscap book in store.

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P.C.Mahmood Hussain: On 26th July, '50 accused brought to station re sale of cloth. I asked him where he kept stock book and record of calculations and he said he kept them at his home: he made a statement (put in).

DEFENCE: Accused: Statement to Police about stock book concerns small stock book (exercise book) which listed items from Shamrock - nothing to do with stock book "in general". Current stock book "of a

very fair size" was kept in no particular place - sometimes on north east shelf; most of the time on counter. I know it was left in the store that Saturday but don't know where.

In the Supreme Court

No. 70

Notes for Summing up.

6th February 1951 - continued.

Purchase bills kept in stock book so I could check pages of stock book which are "left back" can be identified by goods purchased in 1950.

Had very small temporary cash book where I made notes of sales as I had not yet prepared books for that business: kept near entrance also at extreme west side of north "recess" - near steps leading to Club: shirts were there and I have not seen any of them. "Staff" book of no great importance - think I had it in my grip at some time.

Cabral: De Abreu said between boxes, but showed place a foot in front of boxes. Book may have been forced in there by water from hose but Crown Prosecutor says, examine it and see.

Ask yourselves how did it get there - put there or got there by other means?

As against inference of motive which might be drawn from fact of insurance, submitted for accused that he was not "hard up" - (owed mortgage of \$16,000 and \$828 to Khouri) \$12,000 in Banks; goods had been delivered that Saturday; others ordered for delivery following week; wallets from Battencourt; grips bought; Juliet Gall to come to work following week; work by guttersmith - asked Olton to come there on Saturday. Crown Prosecutor says this is what one would expect. to divert suspicion.

Opportunity

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Accused had keys and could and did return to store - Crown says it was for purpose of unbarring back door to facilitate entry later; defence says it was for purpose of changing grip - ask yourselves whether if accused was minded to commit crime he had opportunity of doing so.

Evidence of L/C Hintzen: About 1.15 a.m. went up to Club - remained two minutes. On reaching near bottom of stairway heard "as if someone walking on straw or something of that sort" - could not see into room: stood for about one minute and then examined the doors, all intact.

Through doors on Regent Street saw "glare of a light in storeroom" - appeared to be "low watt" electric bulb.

No. 70

Notes for Summing up.

6th February 1951 - continued. Went to Bourda Market, stood up for a while - Daniels passed towed on bicycle, about 1.30 a.m. Returned to station 1.50 a.m. While at station alarm came at 2.10 a.m.

Cross-examination: Visiting sentries - got time from sentry at Camp and Murray - 1.00 a.m. Club brightly lighted. Noise sounded like footsteps - suspicion aroused. Saw no light coming from top of partition between stairs and storeroom. Looked through expanding metal of front door - saw light from both front doors.

Might have said as at "A" on p.22 ("I looked into the store through the glass windows before going to Market and I saw a glare of light from the store room at the back of the store") - if I did it was a mistake.

Light appeared to be in middle. No light in front store.

Light came over top of partition - about 3 ft. between top of partition and floor above - width of glare was more than half back store.

Thought it might have been a very large rat.

Re-examination: Signed book of sentry at Camp and Murray Streets.

Did not check up on windows on west side of building.

Cecil Daniels: Left Club 12 - 12.30 a.m. About 11.30 p.m. went to vat: saw "clear" individual going towards east paling - his back to me - similar height and build to accused: thought it was accused as he usually goes to store at night. Two members resembling - Pestano (upstairs) and D'Aguiar.

A P.C. came upstairs after midnight - had heard Bourda Clock strike - closed up twenty minutes after.

Last did cooking at Club day before. Furniture

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insured for \$2,000: value it \$3,500. Been paid \$1,915 by Insurance Company. Once accused complained of liquid falling into store - it was beer. Only part of members' book salvaged. Was not closing as P.C. was leaving. Heard no suspicious sounds up to time I left - smelt no gasolene or kerosene. Man was about from here to Crown Prosecutor from me when I glanced at him. Robbery at Club about one week before fire. Produces receipt for \$425.72 from Ed. Browne (had said he paid him \$800): total expenditure on billiard table \$997.02 (not \$1,400).

In the Supreme Court

No. 70

Notes for Summing up.

6th February 1951 - continued.

Paid Singh (father-in-law) \$500 on loan of \$2.000. - No Pro-note for loan.

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Next incident is alarm of fire, 2.07 a.m. You have had evidence of disposition of engines at fire and where jets were playing -

The important evidence as to incidents during the fire is that of P.C.Aaron and the manner in which he opened the door - he said at Preliminary Enquiry "no force required" - in this Court, he said "I kicked it hard"; "stamped" it with heel of Wellington - gave demonstration at locus. (This evidence is of importance in view of submission by defence as to action of person by whom fire was set).

Lucille Green: Accused's store is about 80 yards from where I live, on same side and east of me. Awakened by mother 1.30 to 2 a.m. - saw big glaze to east; plenty smoke; fire brigade came up.

Saw fair skin man running from across pavement on south side of Regent Street: he came across road and got into small black car parked in front of our gateway: reversed, turned and went west along Regent Street.

Cross-examination: Nervous and excited. Saw smoke about $\frac{1}{2}$ hour after brigade arrived and about 10 - 20 minutes after I saw the man: may have been a blue car. He was trotting. White shirt; don't remember colour of pants. Medium size - no hat.

Thomas Cato: Left Station 1.45 a.m. for patrol duty from Lamaha to South Street along Camp Street.

Proceeded along Camp Street towards Regent Street. About 2 a.m. heard shout of fire. One

No. 70

Notes for Summing up.

6th February 1951

- continued.

engine passed: second passed when I was 10 - 15 rods from Regent Street. I stopped at corner of Regent and Camp Streets; crowds going along Regent Street. Heard woman's voice shouting "Your place burning and you going away from the fire" - immediately a black car which was proceeding west along Regent Street turned north into Camp Street - in the car was a fair man resembling accused.

Cross-examination: Woman was on pavement on opposite side of Regent Street. Smoke in the air when car passed.

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Medium sized car. By Court:

De Abreu says accused owns a black Hillman: Accused drove him in it from C.I.D. to Regent Street.

DEFENCE: Gerald Da Silva: Director of Rodrigues Ltd. My eastern building is opposite vacant spot belonging to accused: brother, wife and five child-ren live in upper flat. Went to scene in car dark blue Vauxhall. Parked car on north side of Regent Street twenty-five to thirty yards from corner of Alexander and Regent Streets on west side: facing north east. Went to and from brother's house and my store (lantern). As fire was "practically finished" trotted to car, turned it by reversing to opposite side of road; drove west along Regent Street; turned north into Camp Street: half hour between time of arrival at and departure from scene. About three other cars parked on same side as mine and two on other.

Between 3 and 3.30 when I got in-Cross-examined: to car to go home after taking children etc. back.

Had on faded blue, nearly white, pyjama jacket. Bareheaded.

Street lights were off: "not particularly clear".

Now we come to the findings when it was possible to inspect the building and its contents.

General condition of store and store room: most intense part in north west corner.

Two boxes - what was their position? Crown

says they were at "protected area" between fourth and fifth divisions: defence says they were against west partition (steps) - refers to photos - and they were put there to destroy evidence of breaking in via that partition - question of fact. Profitt says accused told him when he had finished with them he must nail them down and put them in the back room: De Camp says they were nailed down with cloth blocks on them. Whoever set the fire must have opened them - gasolene and glass jar inside.

In considering the submission of Defence Counsel you must ask yourselves whether the person who set the fire must have known of the presence of straw in the boxes e.g. did Daniels or his brother, or the coal seller have the opportunity of becoming aware of the presence of straw in the boxes.

Next: Presence of broken glass in boxes, pieces of jug - not denied. Accused tells you it was kept in glass case (completely destroyed) and it is submitted by defence it must have fallen into boxes during fire. Crown's suggestion is, accused knew where it was and used it for containing gasolene for setting fire.

Crown asks you to take view that this aspect is of particular importance as accused admittedly owned similar jug - ask yourselves was it used by accused or, was it on case and used by other person.

Back Door:

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Wednesday 11th: De Abreu saw wooden bar leaning on partition near to door (as in photos All and Al2) - portion of post identified, no impression of bar across door: deadlock on door at the time.

P.C.Aaron: Kicked the door: opens inwards. Went about one foot into building.

"Bundle" of fire by steps leading upstairs: had a tendency to flare up when jet struck it. Wooden bar was leaning on partition (saw this on Tuesday 10th).

Cross-examination: One kick only. (Says three feet then eight feet from boxes then from witness stand to end of southern rail behind jury box).

In the Supreme Court

No. 70

Notes for Summing up.

6th February 1951.

continued.

No. 70

Notes for Summing up.

6th February 1951.

- continued.

Atkinson: Came to conclusion that wooden bar not in place during fire - inner side of bar and area it shielded would have been less charred: iron brackets would have protected bar in places. Tog of bar fits over "protected" portion of pillar.

Bottom of bar less charred, showing it was resting on floor.

Compare "protection" marks on window and bar of showcase.

P.C.Byrne: Accused handed me key to back door which also fitted back room (with light): bunch or keys handed by accused to De Abreu - one key fitted locks of two doors already mentioned.

Cross-examination: Bolt in socket in photo All. visit to locus: bolt impressions on floor.

Rampersaud: Girls never forgot to bar back door.

Sheila De Camp: I closed the back door with bar and two nails. (I left first to go to Gardens). Accused nailed top part of door after attempted burglary. Did pin and bar back door.

Accused: Presumed Sheila De Camp who closed up that afternoon had barred and pinned back door: occasions on which pins misplaced and on one occasion door left unbarred: one occasion also window left unbarred. Sheila De Camp was in great hurry and left before everybody. I did not unbar door that Saturday or any time after.

DEFENCE: Accused: Never entered store at night through back door on any occasion: twice through front door at night; between 7 and 8; eggs and fruit and on other occasion lights not on - changed fuse.

Keys to back door of common type.

Question is: do facts indicate that -

- (1) that door was barred defence says it may have been;
- (2) that, as Crown alleges, it was opened by accused before fire was set or, as defence suggests, broken to gain egress and then locked

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and kicked open by Aaron. ? Would person not have gone out same way he came in - noise - defence: least obvious exit.

In the Supreme Court

Examine submission re Daniels. Motive; opportunity; towed home.

No. 70

Miscellaneous:

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Notes for Summing up.

Transport of Lot 119 in wife's name. No compartments on top shelf.

6th February 1951.

P.C.Aaron: Pressure would knock down man at 15 - 20

- continued.

Atkinson: "Awkward spot of fire by bar".

P.C.Byrne: Monday 8.15 a.m. went to accused's home - not there: returned to store - he came 8.45 - 9 a.m. Found grip (K) near accused's bed containing quantity of papers, also Bank Book (\$8,000) and Bank Statement - \$3,673.95. Insurance Policies. Ledger, cash book and documents handed by Hall in presence of accused who said he had given them to him for income tax.

20 Statement by accused (Ex. M)

Inspection of locus.

"On Thursday 12th October, 1950 about 2 p.m. I took Sheila De Camp to the burnt store" - ("A" on p.19) - is a mistake.

De Abreu: Visit to locus: measurements; strips of wood attached to posts etc.; condition of walls; electric wire; debris; indicates position of two boxes: Triangular "protected areas".

No socket for electric light in storeroom.

30 Spot where cardboard box found. Fluorescent lighting.

Profitt: Used to sleep in room at back: have seen accused visit premises at night - two occasions. Slept on premises up to 23rd August. Accused wanted me to give evidence for him and say the Police had "roughed" him; I refused.

John Jerome Thomas: Secretary of M.Gonsalves, Ltd.

owed more than \$1,300 at times.

Cross-examined:

In the Supreme Court

Accused's account between June and October 1950 shows he is indebted \$1,324.60.

No. 70

Notes for Summing up.

6th February 1951. - continued.

Rex Jones: A.S.Police. Positions of Engines.

Jets concentrating from front of building and on
west side: jets directed through wire mesh above
door: another through door and top windows on north
west side: jet directed through grill in door.

Debit transactions 6th - 15th June, 1950 - \$327.22.

\$12,066 in goods from 12.vii.44 to 19th December, 1949 and paid in full before new account started.

always found him reliable customer:

Accused dealt with my firm since

Accused bought

Cross-examined: Can speak of only two of the jets. All cars were stopped west of Alexander Street.

Sgt. Belfon: Statement of accused on 10.x.50.

Lubert Watkins: S.I. of Police in charge of Georgetown Fire Brigade. Two appliances when I arrived, two jets from each. One appliance east of building, men on Regent Street playing jet on front of building; other appliance west of building - one jet from Regent Street to front of building and other on north side, at back of building. Third appliance (arrived after I did) on west side of Alexander Street - jet on front portion of centre of building - saw only five jets. After fire had been put out, observed only two doors open, on north east side and on west (club entrance): no windows open.

Cross-examined: First asked to recollect on 26.1.51.

Re-examined: Water, but not debris, from under door.

By Cabral: Anything small enough to pass under door could have done so without my observing.

(Close of Crown's Case)

DEFENCE

Accused: I have co-operated with Police and given two statements both of which are true and correct and I rely on them.

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Breaking and entering of Club was about six days before fire: Daniels showed me where he had concealed \$96 in a tin: his brother was sleeping on the premises.

1:

Attempt to break my store was not successful: after that I started to "safeguard" premises and drove nails in west half of back door and it was never opened again.

Summing up.
6th February

All switches in box on eastern wall: no socket in storeroom.

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1951. - continued.

In the

Supreme Court

No. 70

Notes for

On 6th October repaired guttering on range. On 5th October: engaged Juliet Gall to turn out on 10th. On Wednesday 11th P.C.Byrne and other Police Constables came in jeep with Sheila De Camp: I was told not to enter: De Abreu came up "in a rush". At no time that afternoon allowed to enter building: after 4 p.m. was told I could go home: De Camp had not yet left.

Holes or crevices around billiard table: liquids 20 and dust used to come through.

Complaints about lighted cigarettes through window: debris near vat flared up on two occasions: a bag "flared up".

Was preparing for Xmas: ordered five dozen hats; satins from Gonsalves: discussed plans with staff.

On night of 8th October left seawall after band had finished playing: went home and never came out again.

30 William Clarke: Did repairs to gutter.

Pinhos Furman: Offered accused my shares in Corentyne Timber Company for \$15,000: he offered \$12,000. Early in '50 accused told me he was willing to buy and had the cash: I was not ready to sell.

Mona Khan: In October '50 accused lived in house 12 - 16 ft. from mine. On Sunday 8th October was sick at home, with cough. Spent night in sitting room on a couch. Never slept, heard up to 4 a.m. - several nights before and after. Did not hear accused's car go out or come in that night: I must

have seen the "flash" of his lights on glass windows. Windows were closed and draped.

No. 70

In the

Supreme Court

By Court: Don't know if accused's car was in the yard when I went to bed.

Notes for Summing up. Charles Seabra: Accused and I remained at seawall listening to concert until about 10 p.m.; we walked to head of Camp Street and then I walked home alone.

6th February 1951. - continued.

Desmond Nightingale: Accused gave me Union type lock and I made three keys from blanks: he showed me two keys with lock. Took impression on wax: made another key from piece of brass.

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Took photographs of interior of Louis Chung: other stores.

I arranged sale of 119 to Mrs. Teper: Silas Munro: Clarke was carrying on business of selling coals underneath; he said the Lodge people had only paid him a "bloody \$15" - he said one of these days this building will be a skyscraper.

Cross-examined: I was reminded of the exact words when asked to give evidence by accused; otherwise I would not have remembered.

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I understood "skyscraper" to mean that By Court: the building would be in flames.

Ovid James: In October '47 Silas Munro and I arranged sale of 119 to Mrs. Teper. On 1st August 150 while waiting on accused heard quarrel between Cecil Daniels and his brother who said "You forget I save you from blazing down"; Cecil said "I don't want you upstairs" and brother said "I gwine see it burn down".

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P.C.Cecil Stewart: Occupies room in range nearest three storeyed building. Accused spoke to me about Police Constables visiting me. Have seen accused visit store several times during night between eight to ten. Saw him go in by back door three to four months before fire: turned on light when he went in.

Cross-examination: Accused was at the door when I closed the window. Saw no light in store through back door, saw it through openings in the boards.

Carl D'Aguiar: Went to 119 Regent Street about 9.30 a.m. on Monday 8th. Did not visit Club premises on previous evening - got home about 9.30 and went to bed about 9.45 p.m.

Paid neither entrance fee for subscription.

Sum Up:

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Motive; opportunity; value of building and stock.

Accused: On Saturday 7th October spoke to Olton at Hand-in-Hand Office: asked him to come to my store after work to discuss private business. I did not find it proper to discuss business of a different nature in presence of his employers: Pairaudeau and others there: Collier came up and spoke about my giving up Lloyds insurance and taking it with Hand-in-Hand. Olton came to store, behind counter: I took him in front of store and spoke about my purchasing a Water Street property: had money in hand for that purpose as I could not purchase shares in Corentyne Timber Company. Also kept money in hand to complete building next to burnt out one: had trouble with Town Council; decided on some other investment until other two matters could materialize. Also spoke to Olton about selling cottage at Murray and Thomas Streets which was not profitable and intended to use that money in purchase of property.

On 10th October told Olton he should be able to verify that I had a large stock as he had been in store fifteen to twenty minutes.

Daniels saw "individual":

Boxes and Straw: De Abreu saw boxes containing straw near partition: 12 inches apart - straw smelling of gas. Still unburnt.

P.C.Aaron: Flames were near where I saw the boxes next morning.

Atkinson: Within radius of twelve to fifteen feet above "spot" was site of worst burning. Three sides of each box badly charred: one side not badly charred, at bottom.

Rampersaud: Boxes were in storeroom all the time

In the Supreme Court

No. 70

Notes for Summing up.

6th February 1951. - continued.

I was working with accused (May to September): "blocks" in them. Always scantlings in back store.

Tops of boxes were nailed down

No. 70

and cloth blocks on them - saw no straw about.

Boxes were there some months before the fire and the scantlings from time I went to work celluloid and leather also there.

Sheila De Camp:

Notes for Summing up.

6th February 1951.

- continued.

Tidman Profitt: Carpenter: Used boxes as work bench - straw in both boxes - accused told me not to allow anyone to take away the straw and not to break up boxes and when finished to nail them up with straw and put them in back room - I put them on west side of back room, near the staircase going upstairs. Material left over put in back room. Accused came to me at Mission House and said he did not know if I had told Police anything about the two cases he had in back store; I did not answer. Boxes not against west partition. Placed boxes there about March.

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Accused: In storeroom I had scantling, old sash windows, boards from partition, paint pots, leather and celluloid (for wallets). Glass case of substantial size against partition and east of it were the two boxes with straw, close together against the partition. No straw under scantlings. Had bought four boxes either late January or early February '50 for making compartments which were eventually affixed on top of one of the counters. Boxes bought with straw in them and used to convey four to five dozen china vases. Window panes left over from glazing of building were put in boxes and "they stayed there for a good while" and then were sold. Broken panes from glass case were placed behind boxes.

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Glass mug similar to exhibit used for milk was unsuitable so got enamel container. Glass mug was kept on western end of glass case, on top: used it for fetching water from vat: on Saturday 7th October it was left in same position, on top of glass case in storeroom.

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Burton Alexander Benjamin: Inspector of Electrical Installations: no light in storeroom.

Albert Bettencourt: Used to make gent's leather wallets for accused for resale: he supplied leather

and celluloid. About one month before fire accused engaged me to make two and a half dozen: would take me one and a half weeks to make: did not make them as accused only sent over zips a week before fire.

In the Supreme Court

No. 70

Notes for Summing up.

6th February 1951. - continued.

Hat Box with Documents: De Abreu saw it near to boxes (C and D): accused said the pages formed part of his stock book.

Bills: purchases from Gonsalves and Khouri (May and March to September. 1950) total \$3.287.25.

De Abreu found hat box under debris: dug it up.

Gasolene: De Abreu: Strong smell in area of boxes; more pronounced when some of straw removed: called accused's attention to this and he offered no explanation.

Straw smelling of gas still unburnt.

P.C.Aaron: Did not smell gasolene or kerosene.

Had to go within four to five feet of "Spot" of fire and could smell strong smell of gasolene: "flare up" might be due to draught or to saturation of straw by gasolene.

Asked accused if he stored gasolene, kerosene or alcohol etc. on premises and he said "No". Little tin of paint, which I saw. Representative of Press said "I smell gasolene here". Pulled up straw from box and it smelt strongly of petrol. If fire did not start actually in one of the boxes then within two or three feet of it. During first visit did not speak to anyone about smell of gasolene: no instructions re preserving smell of gasolene.

30 Quite sure fire started in back room. At eastern end of back shop picked up eight to ten ounce bottle with smell of kerosene (Monday a.m.): it to accused to smell: he gave no explanation don't remember that accused said it had been used for cleaning shop windows.

P.C.Byrne: Went 7.45 a.m. Monday: strong smell of gasolene. Looked under scantling, saw straw which smelled strongly of gasolene: celluloid under scantling - Thursday 12th: removed hat box. cused told me he had only a little paint.

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No. 70

Notes for Summing up.

6th February 1951.

- continued.

Accused: Thought fire might have been caused by kerosene from upstairs as I was asked only about kerosene and heard talk only of kerosene. First time I head about gasolene was at Preliminary Enquiry from Newsam.

Man who used to sell coals cursed me - "only a stinking \$15" - said "skyscraper will go up in smoke" - did not take him seriously and do not say he did it.

Quarrel between Cecil Daniels and brother; Some reference to a flare up in the Club - "this time I will make sure that it happen different"; they could have done it from the threats I heard: did not take matter seriously.

Broken Glass in Box:

De Abreu saw pieces in box: dark substance on inner surface, cleaner on outer.

Wednesday 11th: De Abreu and P.C.Byrne went to accused's house and took possession of glass jug: De Abreu says it is same design as that found in box.

Experiment with jug and gasolene and straw carried out by De Abreu.

(Compare results with broken glass found in box).

De Abreu: "there may have been something in grip".

P.C.Byrne: They formed design of jug. Found glass jug in pantry of accused's home.

Rampersaud: Accused used to put milk in enamel pot - jug too small.

Matilda Pinder: Work with Mrs.McDavid. April '50 McDavid rented house, furnished to accused and wife: glassware including two jugs like L8. On 2nd December house taken over from accused and wife: things missing, including the two jugs: accused said one broken and other at station.

DEFENCE: Jasoda Alli: Accused used to get milk in jug similar to L8 - then he used enamel pot.

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Neville Newsam: Strong smell of gasolene from both boxes.

In the Supreme Court

Box C: Removed some straw and by distillation recovered 10 millilitres of petroleum oil.

No. 70

Similar process with clean straw, no oil recovered.

Notes for Summing up.

Box D: Paper (lining) removed and recovered 18 millilitres of petroleum oil: straw removed and 3 millilitres of petroleum oil recovered. Bits of glass in this box, soot on inner surface.

6th February 1951. - continued.

Petroleum oil could not have been anything but gasolene - of opinion that it was gas that had been subjected to heat and lighter fraction vaporised.

Cross-examination: Heat makes gas easier to smell.

Re-examination: Smell of smoke might obscure smell of gas. Clean straw makes no deposit but if saturated with gas it does.

Securing of Premises:

Accused told De Abreu he and his shop assistants had done so on Saturday and that he had returned at 5 p.m. that afternoon to exchange grip.

Sheila De Camp said to De Abreu she had secured door and put two nails in bar (nail holes shown) - accused said nothing.

P.C.Byrne: Accused told Deygoo he had closed store about 4.15 p.m. Saturday and returned about 5.30 p.m. for grip.

Accused: I voluntarily told Police I had been back to store on Saturday: they did not ask me: went to change grip.

Back Door:

Ask yourselves, not whether facts are consistent with accused's guilt, but whether they are inconsistent with any other rational conclusion: only on the last hypothesis can you safely convict. Circumstances must be such as to produce moral certainty to the exclusion of reasonable doubt. Moral certainty and the absence of reasonable doubt are in truth one and the same thing.

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No. 71.

VERDICT OF JURY AND SENTENCE.

No. 71

Wednesday 7th February, 1951.

Verdict of jury and sentence.

Summing up: 10 a.m. to 11.40 a.m.

and

7th February 1951.

1.10 p.m. to 3.20 p.m.

Jury retires at 3.20 p.m.

" returns at 5.10 p.m.

Verdict: Guilty (unanimous)

Sentence: Penal servitude for seven years.

Cabral: refers to section 174 of Cap. 18 and asks that question of law be reserved and bail granted accused.

Crown Prosecutor: refers to word "thereupon" in the section and submits that question of bail arises only after decision as to whether case will be reserved or not.

Cabral: agrees.

H.J. Hughes,

7.11.51.

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No. 72

No. 72

Certificate of Conviction.

CERTIFICATE OF CONVICTION

INDICTMENT No.14493

BRITISH GUIANA.

7th February 1951.

IN THE SUPREME COURT.

CRIMINAL JURISDICTION.

COUNTY OF DEMERARA

THE KING

-V-

LEJZOR TEPER

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THIS IS TO CERTIFY THAT as appears from an entry in

the Crown Book kept in pursuance of the 129th section of the Criminal Law (Procedure) Ordinance, Chapter 18, the abovenamed accused was on the 7th day of February, 1951, at the sitting of the Supreme Court in the County of Demerara before the Honourable Harold John Hughes, Third Puisne Judge of the Colony aforesaid tried by a Jury of the Country and convicted of Arson, contrary to section 141 of the Criminal Law (Offences) Ordinance, Chapter 17 and that for the said offence it was adjudged and ordered by the said Judge that the said Lejzor Teper be kept in penal servitude for seven (7) years.

In the Supreme Court

No. 72

Certificate of Conviction.

7th February 1951. - continued.

M.C.Young,

Assistant Sworn Clerk for Registrar of the Supreme Court.

SUPREME COURT REGISTRY, Georgetown, British Guiana, This 7th day of February, 1951.

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No. 73

POINTS FOR ARGUMENT

13th February, 1951.

REX Versus TEPER

Points to be argued on application to have case stated under the provisions of section 174 of Chapter 18 of the Laws of British Guiana.

1. Whether the evidence of Police Constable 4067 Thomas Cato on the following point was inadmissible and/or very prejudicial to the accused:

(Re: the night of Sunday 8th October, 1950)

"I proceeded to the junction of Camp Street and Regent Street. Crowds of people were going from East to West. I heard a woman's voice shouting "your place burning and you going away from the fire."

Immediately a black car proceeding west in

No. 73

Points for Argument.

13th February 1951.

Regent Street turned North into Camp Street. A fair man resembling the accused was driving. I did not observe the number of the car."

No. 73

Points for Argument.

13th February 1951. - continued.

- 2. Whether the learned trial Judge erred with respect to the said evidence referred to in paragraph (1) above:
 - (a) in not directing the jury that the testimony of Police Constable Cato that he heard a woman say, "Your place burning and you going away", was inadmissible and that this very prejudicial allegation should not be allowed to influence them.
 - (b) in not discharging the jury and ordering a new trial when the evidence failed to establish beyond reasonable doubt that it was the accused who was observed by Police Constable Cato to be driving in a car at and about the junction of Regent Street and Camp Street on the night of the fire, and that the accused heard the alleged remark of the alleged woman, "Your place burning and you going away"; the said evidence being inadmissible and extremely prejudicial to the accused.
 - (c) in misdirecting the jury as follows: -"Gerald Da Silva told you of his movements - coinciding almost exactly with those of the person seen by Lucille Greene. If you accept his evidence you may find that the It is a person Greene saw was Da Silva. matter for you - a question of fact. The only other witness as to this was P.C.Cato as to the words 'Your place burning and you going away'. This evidence was not conclusive. It can be taken with the other evidence. If from the other facts you find that the accused was there, this evidence ties up with it. But you may find that it was vague and uncertain.
- 3. Whether the evidence of Cecil Daniels on the following point was inadmissible and/or very prejudicial to the accused:

(Re: the night of Sunday 8th October, 1950).

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upstairs in the club and went downstairs.

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Downstairs I observed an individual going towards the East: towards the paling. His back was turned to me. He was a fair individual wearing white pants and shirt and bare head.

I thought it was Mr. Teper - because sometimes at night he usually goes to the store.

The height was similar to his; also the medium build. I paid no particular attention. From a glance I thought it was Mr. Teper."

4. Whether the learned trial Judge erred in directing the jury on this point merely by referring to the evidence of Cecil Daniels that at about 11.30 p.m. he saw a clear individual going East in the yard of the same build and height as the accused, and thought it was the accused because the accused had been there at night; and by failing to direct the jury of the grave danger of assuming or coming to the conclusion that the person alleged to have been seen was the accused in view of the insufficiency and highly unsatisfactory nature of the attempted identification.

Whether the learned trial Judge erred in directing the jury:

- 5. (a) "if the facts point to the rational conclusion that Cecil Daniels or anyone else (other than the accused) SET the fire, you must acquit the accused";
 - (b) "you have heard of the threat by Clarke, the coalseller. But would it be a rational conclusion that he set the fire? Bear in mind the lapse of time";
 - (c) similarly regarding Cecil Daniels, would it be a rational conclusion that he set the fire? It must not be a conjecture or speculation. A bare possibility that it might be someone else is not sufficient. "The circumstances must produce moral certainty without any reasonable doubt as to what rational conclusion can be brought".
- 6. In not directing the jury that if the evidence

In the Supreme Court

No. 73

Points for Argument.

13th February 1951 - continued.

on the whole was consistent with the rational conclusion that someone other than the accused might have set the fire, the accused should be acquitted.

No. 73

Points for Argument.

13th February 1951 - continued.

In not directing the jury concerning or referring in his summing up to the vital evidence for the defence that the witness John McAndrew, a fire insurance representative of 12 years! experience, had inspected the 3-storey building of the wife of the accused at 119 Regent Street, Georgetown, immediately before insuring it for an additional sum of 10 \$10,000.00, thereby finally increasing the insurance on this building to \$29,000.00 in the absence of the accused from the colony and that the said John McAndrew was satisfied that the value of the building justified the said total insurance of \$29,000.00 through having the said value; (in dealing with the valuation of the 3-storeyed building at 119 Regent Street the learned Judge referred to the evidence of Paireadeau, Moore, Duff, Monasingh, Bagot, McLean, Feroze and concluded by saying "That 20 is all the evidence that has been placed before you as to the value of the building") and also the important evidence that whereas the witness Rolf Paireadeau of the Hand-in-Hand Mutual Fire Insurance Company. Limited, had alleged that he had refused to insure the said building above the sum of \$17,000.00 because he regarded that sum to be the value of the said building, he admitted in crossexamination that the Secretary of the said Company 30 who was his superior officer, requested the accused on 3 or 4 occasions after learning that the accused's wife had obtained the aforesaid additional insurance of \$10,000.00, and urged the accused to give the additional insurance to his said company on the exhaustion of the existing first premium paid to Lloyds Insurance Company which was represented by the aforesaid John McAndrew: also the admission of the said Paireadeau that his Company's other large commitments in that area of the said 3-storey building influenced his Company in not increasing its 40 insurance above \$17,000.00 when requested to do so; also the consideration that the Hand-in-Hand Mutual Fire Insurance Company, Limited, needed only \$17,000.00 to secure its mortgages of \$16,000.00 on the said lot 119 Regent Street, and the buildings thereon; also the statement by the accused as to what the building cost him to erect.

Especially as the learned Judge expressly

purported to the jury to deal with the evidence as regards the insurable value of the said building and the question whether it was over-insured and he omitted the aforesaid evidence and consideration in dealing with these aspects of the case although he mentioned Paireadeau's testimony that the building was worth only \$17,000.00 and then told the jury that that was all the evidence of the value of that 3-storey building, referring to the evidence mentioned by him without the matters omitted as stated above.

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- 8. In telling the jury that it was not contended (for the Defence) that Tweeds were on the top shelf, and "if you accept it that tweeds were crammed on that 2nd shelf, they would amount to \$5,000.00" as this must have clearly conveyed the implication that it was contended for the defence that tweeds were on the 2nd shelf (meaning the 2nd shelf of the frame at the top of the northern shelves in the store), whereas the explanation of the accused was that there were tweeds up to about one foot from the frame.
- 9. In dealing with Olton's estimate of the stock, the learned Judge referred to Olton's evidence that he (Olton) had seen tweed on the 4th and 5th shelves when he inspected in May.

The learned Judge did not point out that in fact there was no 5th shelf in existence in May.

10. In misdirecting the jury that witness Asgaralli's estimate of \$24,000.00 - \$25,000.00 as the value of the stock of the accused in October, 1950, "boiled down to \$4,000.00. In spite of his saying \$24,000.00, it came to no more than \$4,000.00".

In dealing with Asgaralli's evidence the learned Judge said that Asgaralli estimated the value of the stock at \$24,000.00 to \$25,000.00 and when asked in cross-examination it boiled itself down to \$4,000.00 to \$5,000.00 (ladies dress material \$2,000.00; tweeds \$1,500.00 and shoes \$1,000.00).

- The learned Judge did not direct the jury that Asgaralli had also said that there was fugie, cotton, khaki, poplin, linen.
 - 11. In misdirecting the jury that "if the accused

In the Supreme Court

No. 73

Points for Argument.

13th February 1951

- continued.

No. 73

Points for Argument.

13th February 1951 - continued. had \$30,000.00 in stock, whereas only \$4,143.00 remained after the fire, then 6½ times of what remained was destroyed. The \$25,000.00 destroyed must have been in the north-western part of the Store from what you saw of the Store - or the greater part of it".

12. In misdirecting the jury as follows: -

"Counsel for the defence said that the volume of water would wash away part of the debris. But you saw the door; the noise made by it when it was tried in your presence might be due to the bottom of that door scraping on the concrete when opened. Do you believe \$25,000.00 worth of debris could escape under that door. Did the jets play directly into the Store Room? There was no evidence that they played directly. Did the jets drive away the debris? They would drive the debris inwards. But the outflow of the water might carry away the debris outwards."

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The learned Judge made no reference to the jet of Aaron or its direction or the fact that it had no grille to stop its force.

13. With respect to the place where the stock book was alleged to be found the learned Judge did not direct the jury as to the danger of accepting this evidence due to the length of time after the fire when the book was found or the fact that on that day (Thursday 12th October) the stock book could not have been between the 2 boxes C and D as these boxes had been removed since the previous day (Wednesday 11th October); or the conflict between D'Abreu's evidence in Court and his demonstration at the locus of the place where the book was alleged to have been found.

- 14. With respect to the visit of Olton to the store of the accused on Saturday 7th October the learned Judge failed to direct the jury that in the Magistrate's Court Olton had said that he went to within 5 feet of the counter and varied this distance at the trial.
- 15. With respect to the evidence of Hintzen the learned trial Judge failed to direct the jury that Hintzen could not have seen a light above the partition as the partition went right up to the floor above.

No. 74

NOTES OF TRIAL JUDGE.

Saturday 10th March, 1951

THE KING

vs.

TEPER

APPLICATION TO HAVE CASE STATED UNDER SEC. 174 of CAP. 18.

J. A. Luckhoo for Crown.

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10 C. Lloyd Luckhoo for applicant.

(Grounds on which application is based have been supplied)

Sections of transcript marked "A" - "F"

Lloyd Luckhoo: asks for deletion of bracketed portion in para. 13 of 'Grounds' as he has discovered that this is incorrect.

Grounds 1 and 2 (argued together): the most important. Para.1: the words of the shout of the woman would be admissible only if Crown had established two points - (1) that the person driving the car was accused and (2) that accused could have heard (within hearing).

The nearest the Crown gets is evidence of Cato who says a fair man resembling accused was driving; on (2): the matter was left in the air: Crown failed to elicit from Cato, whether even assuming the driver was accused that he could have heard the words.

Inadmissible and highly prejudicial - it is hearsay.

R. v. Bedingfield - 1879 14 Cox 341: as referred to in Phipson's Manual of Evidence, 7th Edition 1950. p.32.

R. v. William Arnold Thompson, 1912, 3 K.B.D. p.19.

Phipson (as above) - p.85.

The shout was heard some distance from the scene of

In the Supreme Court

No. 74

Notes of Trial Judge.

10th, 17th and 19th March 1951.

the fire: the woman alleged to have made the shout was not called as a Crown witness.

No. 74

Giving Cato's evidence its highest value it is insufficient on which the jury could find that the driver of the car was accused.

Notes of Trial Judge.

R. v. Harry Firth - 1938 3 A.E.R. p.783; also reported in Criminal Appeal Cases Vol. 26 p.148.

10th, 17th and 19th March 1951. - continued.

Ground 2 (b), (c): this is based on the assumption that what Cato said he heard is inadmissible.

Ground 3: will not press this point.

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Ground 4: as in ground 3 - not pressed.

Ground 5: I can add nothing to what is stated.

Ground 6: goes with 5.

Ground 7: refers to 'Grounds' of appeal

"That is all the evidence that has been placed before you as to the value of

the building".

Ground 8: ? misdirection.

Ground 9:

Ground 10:

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Ground 11:

<u>Ground 12</u>:) Non-direction.

Ground 13:

Ground 14:

J.A.Luckhoo states that so far as Grounds 1 and 2 are concerned he would wish to submit arguments and authorities.

The other grounds are fact on which there is no appeal: it is the duty of Counsel to bring misdirection on fact to the notice of the Judge at the time.

Adjourned at 11.30 a.m. to Saturday 17th March, at 9.30 a.m.

Saturday 17th March, 1951

C. Lloyd Luckhoo -

R. v. Campbell 8 Criminal Appeal Reports 1913 p.75.

J.A. Luckhoo:

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Divide it into two parts .

Cato's evidence as to what woman shouted is admissible.

Act described is relevant and what woman said is contemporaneous with act described. It is something said while something was being done and something said after something was done: admissible as part of res gestae. Even the declarations of bystanders can be given in evidence: not material whether declarant be alive or dead at time of trial.

No distinction between declarations in civil and criminal matters: in both cases may be used as evidence for or against a party even when made in his absence.

Defence referred to R. v. Bedingfield; in that case what was said was something said after something was done and not while something was being done.

20 R. v. Gordon 21 Howell State Trials pp. 535 - 6: in that case the cries of the mob at a meeting were admitted as part of res gestae.

Reg. v. O'Connell and others 1 Cox. 403 - expressions used by the crowd after meeting finished were held inadmissible.

Defence referred to R. v. Thompson - inadmissible because declarations did not accompany acts described.

Phipson, 7th Edition p.78 (in 8th Edition p.70 - R. v. Fowkes).

Schwalbe - Swabey 521.

The Mellona - 10 Jurist 992.

Milne v. Leister - 7 H. and N.786 (see p.62 of Phipson).

Mersey Docks Board vs. Liverpool Gas Co. - see p.62 of Phipson.

R. v. Podmore - 1930 - 22 Criminal Appeal Reports p. 36 - documents found near body admissible - in this case words instead of documents.

Phipson p.60 - 61 - subpara.(6): "Miscellane-ous" no distinction between civil and criminal proceedings.

In the Supreme Court

No. 74

Notes of Trial Judge.

10th, 17th and 19th March 1951. - continued.

P.67 of Phipson Dysart Peerage - declaration made after act and therefore inadmissible.

No. 74

Next: Assuming declaration inadmissible case should not be stated because -

Notes of Trial Judge. (a) proper course where inadmissible evidence admitted is to ask for discharge of jury.

10th, 17th and 19th March 1951. - continued.

Defence referred to R. v. Harry Firth - in that case Counsel for prisoner applied for discharge of jury.

R. v. Wattam 1942, 1 A.E.R. 178 (Three elements). This case was followed in Stirland vs. Director of Public Prosecutions 1944 2 A.E.R. p.13 (See p.18 and 19).

R. v. Cutter, 1944 2 A.E.R.p.338 (see p.339).

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Evidence was led at Preliminary Enquiry and appears in depositions.

Counsel for Crown opened on that evidence.

Evidence was offered through Cato without objection by defence.

Accused was represented by same Counsel both at Preliminary Enquiry and in Supreme Court.

No request made by defence for discharge of jury or retrial.

Cross-examination of witness with respect to that evidence.

Counsel for defence mentioned that bit of evidence himself in his opening remarks to jury and stated that he would lead evidence to show that person referred to by Lucille Greene and Cato was Da Silva and that person referred to by the woman was Da Silva. Evidence was in fact so led through Da Silva; and jury were invited to come to conclusion that person seen was Da Silva. No question of surprise.

Counsel waited until after conviction before raising point relevant in deciding whether accused was in fact prejudiced or not (R. v. Cutter).

Cannot "lie in wait" until after conviction. Defence Counsel has abandoned points 3 and 4.

5, 6, 7 are alleged misdirections as to fact: and 40 similarly with regard to other points.

C.Lloyd Luckhoo: If there is substance in the points raised then opportunity should be given for a ruling.

In the Supreme Court

Not part of res gestae.

No. 74

As to whether objection should have been taken earlier:

Notes of Trial Judge.

Roscoe's Criminal Evidence 15th Edition p.3 - Court should take the objection.

10th, 17th and 19th March 1951. - continued.

Would have been admissible if there had been positive identification.

J.A.Luckhoo:

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R. v. Alleyne - 1938 L.R.B.G. p.7.

Adjourned to Thursday 29th March, for decision.

Thursday 29th March, 1951.

Written judgment on the application for the reservation of a question of law for the consideration of the Court of Appeal delivered.

No. 75

No. 75

DECISION OF TRIAL JUDGE.

Indictment No.14493.

Decision of Trial Judge.

IN THE SUPREME COURT OF BRITISH GUIANA.

29th March, 1951.

CRIMINAL JURISDICTION.

THE KING

against

LEJZOR TEPER.

BEFORE HUGHES, J.

1951: March, 10, 17 and 29.

J.A.Luckhoo for Crown.

C.Lloyd Luckhoo for applicant.

30 DECISION:

This is an application for the reservation of

In the Supreme Court

No. 75

Decision of Trial Judge.

29th March, 1951. - continued. one or more questions of law for the consideration of the Court of Appeal, under section 174 of the Criminal Law (Procedure) Ordinance, Chapter 18.

The application arises from the trial and conviction of Lejzor Teper (hereinafter called "the applicant") on a charge of arson.

The memorandum submitted by Counsel for the applicant and setting forth "points to be argued" on the application relates for the most part to matters of fact and not of law: such matters of fact are outside the operation of the relevant section of the Ordinance and were, quite properly, not argued by Counsel for the applicant.

From the memorandum and from the arguments adduced there emerges but one question of law which calls for consideration and that question relates to the admissibility of the evidence of Police Constable Thomas Cato. The material part of that evidence is that at about two o'clock on the morning of the fire (that is, the fire which gave rise to the charge of arson referred to above) the witness Cato was proceeding, on duty and on foot, along Camp Street in the direction of Regent Street; he heard a shout of "fire" and before getting to Regent Street he saw a fire engine pass along that Street. going in the direction of the fire. When he was not more than some sixty yards from Regent Street another fire engine passed going in the same direction he continued along Camp Street and at the corner of that Street and Regent Street he heard a woman shouting "Your place burning and you going away from the fire": at that moment a medium-sized black car which was proceeding along Regent Street in a westerly direction, away from the fire, turned into Camp Street and in that car was, in the words of the witness, "a fair man resembling the accused". burning building, was, according to the witness, about one and one-half blocks from the spot at which the words (quoted above) were used by the woman.

Counsel for the applicant submits that the shout of the woman:

- (a) does not form part of the res gestae; and
- (b) would be admissible only if there had been evidence for the Crown which, if accepted

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by the jury, would have established first, that the man in the car was the applicant and secondly, that he, the applicant, could have heard the shout. In this connection it is submitted, on the first point, that the evidence of Cato that in the car he saw "a fair man resembling the accused", even when given its highest value, would not be sufficient for the jury to find that the man in the car was in fact the applicant and, on the second point, that the matter was left "in the air" as there is no evidence that the man in the car could have heard the shout.

In the Supreme Court

No. 75

Decision of Trial Judge.

29th March, 1951. - continued.

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Before dealing with the question of the admissibility of the evidence of Cato it should be stated that I accept the submission of counsel for the applicant that where a statement prejudicial to a prisoner has been inadvertently made to the jury by a witness, and counsel for the prisoner applies for the trial to be started afresh, the Judge ought to discharge the jury and begin the trial again be-The authority cited in this confore a new jury. nection is R. v. Firth (26 Cr. App. R. 148). this aspect of the matter reference must be made, too. to the more recent case of Stirland v. Director of Public Prosecutions (1944) 2 All E.R.13 in which it was held, inter alia, that a conviction may be quashed on appeal on the ground of improper admission of evidence although no application has been made by counsel for the prisoner for the trial to be begun before another jury. In the case under consideration by this Court the evidence which is now challenged, on the ground that it is inadmissible, was in the depositions (having been given at the Preliminary Enquiry) and was repeated at the trial in the Supreme Court. The witness Cato was in fact cross-examined with respect to such evidence and counsel for the applicant, who appeared also at the Preliminary Enquiry, in his opening remarks to the jury stated that he would lead evidence to show that the person referred to by Cato was someone other than the applicant and evidence to that end was in fact led. This is not a matter that arose suddenly and unexpectedly during the trial (as in the case of R. v. Cutter (1944) 2 All E.R.337 cited on behalf of the Crown); it is the fact, however, and it is a fact that is not without significance, that the admissibility of this

In the Supreme Court

No. 75

Decision of Trial Judge.

29th March, 1951. - continued. evidence was not challenged until after conviction and sentence. Reference is made to this aspect of the matter because it has been submitted by counsel for the applicant that this evidence was prejudicial to the applicant and in considering whether this is so or not regard must be had to the case of Stirland v. Director of Public Prosecutions referred to above). The following is the relevant portion of the judgment in that case:

"A further question was raised in the pres-10 "ent appeal which can be briefly disposed of. "ATKINSON, J., in delivering the judgment "the Court of Criminal Appeal, called atten-"tion to the decision of that Court in R. v. "Wattam (10) where VISCOUNT CALDECOTE, L.C.J., "quoted the observation of LORD HEWART, L.C.J., "in R. v. Firth (1938, 3 All E.R.783) and "treated that observation as amounting to a "ruling that a conviction cannot be quashed on "the ground of the improper admission of evi-20 "dence prejudicial to the prisoner unless an "application is made by counsel for the pris-"oner for the trial to be begun again before "another jury. No such application was made "in the present case. I doubt whether LORD "HEWART'S words require so strict a construc-"tion, but, in any case, it seems to me that "there cannot be a universal rule to this ef-"fect. It has been said more than once that a "judge when trying a case should not wait for 30 "objection to be taken to the admissibility of "the evidence, but should stop such question "himself: see R. v. Ellis (2 K.B., at p.764). "If that be the judge's duty, it can hardly be "fatal to an appeal founded on the admission "of an improper question that counsel failed "at the time to raise the matter. No doubt, "as BRAY, J., said, at p.763, in the same case, "the court must be careful in allowing an ap-"peal on the ground of reception of inadmissi-40 "ble evidence when no objection has been made "at the trial by the prisoner's counsel. "failure of counsel to object may have a bear-"ing on the question whether the accused was "really prejudiced. It is not a proper use "of counsel's discretion to raise no objection "at the time in order to preserve a ground of "objection for a possible appeal. But where, "as here, the reception or rejection of a

"question involves a principle of exceptional "public importance, it would be unfortunate if "the failure of counsel to object at the trial "should lead to a possible miscarriage of justice."

In the Supreme Court

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Decision of Trial Judge.

29th March, 1951. - continued.

The matter which first comes up for consideration is whether the evidence of Cato, as to what the woman shouted, is admissible as being part of the res gestae. This at once raises the question of contemporaneousness and as to this the position is succinctly set out at page 60 of the eighth edition of Phipson on Evidence, as follows:

"The declarations must be substantially con"temporaneous with the fact i.e. made either
"during, or immediately before or after, its
"occurrence - but not at such an interval
"from it as to allow of fabrication, or to re"duce them to the mere narrative of a past
"event".

Of the cases cited by counsel for the applicant and on behalf of the Crown, there are two of which it may be said that the circumstances are not dissimilar from those attending the use of the words which form the subject of this application. first of those cases is the Schwalbe, (Swab. 521) in which the question was which of the two vessels was to blame for a collision: an exclamation made by the pilot of one of them, after she was cut away and while she was backing, of "the d...d helm is still astarboard!" was held admissible as part of the res gestae. It should perhaps be here pointed out that there is no distinction with regard to the admissibility of the declarations between civil and criminal proceedings (see Phipson on Evidence, Eighth Edition, at page 61). The other case is. Mersey Docks Board v. Liverpool Gas Co.. (Times. Aug. 23, 1875). In that case an exclamation by one of the defendant's workmen as he was escaping from a man-hole just after a fire occurred and near where it was first seen, of "Oh, my God, the stage is on fire. I did it. I'm a ruined man!" was held admissible as part of the res gestae.

In considering whether or not the shout of the woman may be regarded as being "substantially contemporaneous" one must of course look to the circumstances immediately preceding the shout. Cato,

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In the Supreme Court

No. 75

Decision of Trial Judge.

29th March. 1951. - continued.

(the relevant part of whose evidence has already been set out herein) stated that he saw two fire engines pass on Regent Street on their way to the fire: in relation to that portion of his evidence it is material to refer to the evidence of Joseph Atkinson. Superintendent of the Fire Brigade. who said in evidence that when he got to the scene of the fire, within four or five minutes of the receipt of the alarm at 2.07 a.m., two units of the Fire Brigade had arrived and the third came shortly after.

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The question here is: was the interval between the event itself and the shout of the woman such as "to allow of fabrication" or to reduce the words used by the woman "to the mere narrative of a past event"; were the two matters substantially contemporaneous? If it is the case that in my view reasonable doubt exists as to the correct answer to that question then it would be my duty to grant this application and permit that doubt to be resolved by the Court of Appeal. In the light of the authorities to which reference has been made I have formed the opinion, and it is one on which I entertain no reasonable doubt, that the evidence in question here was admissible as part of the res gestae and accordingly I find myself unable to grant the application. In view of this finding it is not necessary to consider the question of the admissibility of the evidence on the ground of the sufficiency of the identification, by Cato, of the man in the car at the time of the shout by the woman nor the question as to whether or not the applicant was prejudiced by the admission of the evidence.

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H.J.Hughes

Third Puisne Judge.

29th March. 1951.

No. 76

No. 76

LIST OF EXHIBITS INCLUDED IN RECORD (Not printed)

No. 77

No. 77

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LIST OF EXHIBITS EXCLUDED FROM RECORD

(Not printed)

No. 78

ORDER GRANTING SPECIAL LEAVE TO APPEAL TO HIS MAJESTY IN COUNCIL.

AT THE COURT AT BUCKINGHAM PALACE The 1st day of November, 1951 PRESENT

THE KING'S MOST EXCELLENT MAJESTY

LORD PRESIDENT
VISCOUNT SWINTON
LORD DE L'ISLE AND DUDLEY
LORD CHERWELL

SIR DAVID MAXWELL FYFE MR. THOMAS

MR. ECCLES

WHEREAS there was this day read at the Board a Report from the Judicial Committee of the Privy Council dated the 30th day of October 1951 in the words following viz.:

"Whereas by virtue of His late Majesty King Edward the Seventh's Order in Council of the 18th day of October 1909 there was referred unto this Committee a humble Petition of Lejzor Teper in the matter of an Appeal from the Supreme Court of British Guiana between the Petitioner Appellant and Your Majesty Respondent setting forth (amongst other matters): the Petitioner prays for special leave to appeal to Your Majesty in Council against his conviction in the Supreme Court of British Guiana on the 7th February 1951 on a charge of arson contrary to section 141 of the Criminal Law (Offences) Ordinance; that the Petitioner was charged with having on the 9th October 1950 in the County of Demerara maliciously set fire to a shop with intent to defraud: that he was found guilty and sentenced to seven years! penal servitude: that the Crown called a Police Constable named Cato who deposed that after hearing the fire alarm he heard woman's voice shouting "Your place burning and you going away from fire" and immediately thereafter saw a black car proceeding west driven by a fair man resembling the Petitioner: that there was no evidence that the man in the car was in fact the Petitioner or that this man heard or must have heard the woman's shout and the woman herself was not called as a witness: that

In the Supreme Court

No. 78

Order granting special leave to appeal to His Majesty in Council.

1st November 1951.

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In the Supreme Court

No. 78

Order granting special leave to appeal to His Majesty in Council.

lst November
1951.
- continued.

submitted that this evidence of what the Police Constable heard the woman shout was inadmissible and that (since there was no other evidence identifying the Petitioner with the man seen leaving the shop) its admission was highly prejudicial to the Petitioner: that in dealing with an application by the Petitioner to have a case stated the Court held (it is submitted wrongly) that the evidence in question was admissible as part of the res gestae: And humbly praying Your Majesty in Council to grant the Petitioner special leave to appeal against the Judgment of the Supreme Court of British Guiana dated the 7th February 1951 and for such further and other relief as to Your Majesty in Council may seem meet:

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"THE LORDS OF THE COMMITTEE in obedience to His late Majesty's said Order in Council have taken the said humble Petition into consideration and having heard Counsel in support thereof and in opposition thereto Their Lordships do this day agree humbly to report to Your Majesty as their opinion that leave ought to be granted to the Petitioner to enter and prosecute his Appeal against the Judgment of the Supreme Court of British Guiana dated the 7th day of February 1951:

"And Their Lordships do further report to Your Majesty that the authenticated copy under seal of the Record produced by the Petitioner upon the hearing of the Petition ought to be accepted (subject to any objection that may be taken thereto by the Respondent) as the Record proper to be laid before Your Majesty on the hearing of the Appeal."

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

Whereof the Governor or Officer administering the Government of the Colony of British Guiana for the time being and all other persons whom it may concern are to take notice and govern themselves accordingly.

F. J. FERNAU.

EXHIBITS.

Exhibits.

X3 - APPLICATION FOR TRANSFER OF INSURANCE POLICY.

X3.

Exhibit "X3"

7.0

Georgetown, 12.7.49.

Application for transfer of Insurance Policy.

The Secretary,
HAND-IN-HAND FIRE INSURANCE CO., LTD.

12th July, 1949.

(\$8,600 - now) 8,400.

10 Dear Sir,

Please transfer the risk under Policy No. C 36989 (\$14.500) to cover the three storey Building situate on Lot 119 Regent St., Lacytown.

.....Storey Building

Reduce to \$8,400-

Yours faithfully,

Owned by

L. TEPER.

LL1 - Letter, accused to J.B.Moore.

LL1.

Exhibit "LL1"

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L. Tepper, c/o
S.J.Bernstein,
P.O. Box 81,
Barbados, B.W.I.
14.9.49.

Letter, accused to J.B.Moore.

14th September 1949.

Jack B. Moore Esq., c/o B.G.& T-dad Mutual Ins.

Dear Mr. Moore,

I am enclosing Policy No. 27901 which was originally covering wearing apparel and furnitures.

This policy is still in force and I would like it to be transferred to Mrs. Tola Teper and cover a 3 storeyed building at Lot 119 Regent St., Lacytown, as that building isn't fully covered presently. This policy was recently reduced to \$500.00, so I would like it to be reinstated to its previous

LL1.

strength of \$1,000.00. That building is at present not occupied as a business therefore my premiums run at 7\frac{1}{2}%. If any forms are to be filled out kindly communicate with me at above address.

Letter, accused to J. B. Moore.

My wife and kiddies are all well and send their regards to you and Mrs. Moore.

14th September 1949. - continued.

Accept my personal regards and give same to Mrs. Moore.

Sincerely yours.

L. TEPER.

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X4.

X4 - LETTER, ACCUSED TO HAND-IN-HAND

Letter, Accused to Hand-in-Hand,

21st September 1949.

Exhibit "X4"

L. Teper,
c/o S.J.Bernstein,
P.O. Box 81,
Barbados, B.W.I.
21st September, 1949.

The Hand-in-Hand Fire Insurance Co., Ltd.. High Street, Georgetown, B.G.

Sir.

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With your reducing Policy No.36989 from \$14,500.00 to \$8,400.00, which is presently covering a 3 storeyed building on Lot 119 Regent Street, you have exposed me to extreme danger, in which manner I can suffer a financial lose, if anything should happen. It seems pretty obvious that your AGENTS are always anxious to offer a high policy when a new insurance is issued. Is it because of a new premium?...And when an old policy is to be transferred, it has to go through the Political Bureau, and gets lost on the way.

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Please confirm this letter in writing and let me know whether you are prepared to put this policy back to its full strength of \$14,500, on the new building at Lot 119 Regent Street, Lacytown.

Early consideration of this letter will be greatly appreciated.

\$17,000

Yours truly,
Tola Teper,
By her Attorney

LL₂ - LETTER, ACCUSED TO J. B. MOORE.

Exhibits.

LL2.

Exhibit "LL2"

L. Teper, c/o
S. J. Bernstein,
P.O. Box 81,
Barbados, B.W.I.
21st September, 1949.

Letter, Accused to J. B. Moore,

21st September 1949.

Jack B.Moore Esq., The B.G.& Trinidad Mutual Fire Ins. Co. Ltd. Hinck Street, Georgetown.

Sir.

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My Three Storeyed Building which is situated on Lot 11(Regent Street, Lacytown, is very low insured, and I would, therefore like to take out an additional policy for \$8,000.00 to cover the said building.

I would like this policy to be in force for two months, (short term-none profit policy), till I return to B.G. Please confirm this letter in writing, and mention the sum to be paid for the premium, which I will forward to you by next mail.

Yours truly,
Tola Teper
By her attorney
L. Teper.

LL3 - LETTER, ACCUSED TO J. B. MOORE.

Exhibit "LL3"

L. Teper,
c/o S.J.Bernstein,
P.B. Box 81,
Barbados, B.W.I.
23rd September, 1949.

LL3.

Letter, Accused to J. B. Moore,

23rd September 1949.

Jack B.Moore, Esq., The B.G.& Trinidad Mutual Ins.Co. Hinck Street, Georgetown.

Sir.

Please note that I managed to arrange through local Agents of J.B.Leslie & Co. Ltd. the extra

insurance I required. So please don't bother with it any more.

LL3.

Letter, Accused to J. B. Moore,

23rd September 1949.

- continued.

However, the policy which was covering furniture in the sum of \$1,000.00, I am still anxious to

All for your guidance and information,

get it transferred to 119 Regent Street.

Yours truly,
Tola Teper,
By her Attorney,
L. Teper.

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X5 - COPY OF REPLY TO X4

Exhibit "X5"

Copy of reply to X4,

Copy

26th September, 1950. (1949?)

26th September 1949.

Lejzor Teper, Esq.,
Attorney of Mrs. Tola Teper,
C/o S.J.Bernstein, Esq.
P.O. Box 81,
Bridgetown, Barbados.

Dear Sir,

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Replying to your letter of 21st inst., I have already intimated to you verbally that we cannot insure your 3 storey Building at Lot 119 Regent Street, Lacytown, for more than \$17,000:-

Yours faithfully, (signed) C.E.Collier

Secretary.

${\rm LL_4}$ - COPY OF REPLY TO ${\rm LL_1}$.

Exhibits.

Exhibit "LL4"

LL4.

28th September 149.

Copy of reply to LL1.

L.Teper Esq., C/o S.J.Bernstein Esq. P.O.Box 81, Barbados, B.W.I.

28th September 1949.

Dear Mr. Teper,

Your letter of the 14th was duly received with policy No.C27901 and your subsequent letters of the 21st and 23rd September 1949.

I regret that my Directors will not allow the transfer of the insurance under policy No.C27901 to the three storey building on Lot 119 Regent Street, Lacytown in view of the large amount you now have on the building.

In the meantime I hold the policy No.C27901 as on your return to the Colony you will no doubt require your personal effects covered where you will reside.

Yours truly, J.H.M. Asst. Secretary.

JHN/cg.

X6 - LETTER, ACCUSED TO HAND-IN-HAND.

X6.

Exhibit "X6"

L. Teper, c/o S.J.Bernstein, P.O.Box 81, Barbados, B.W.I. 17.10.49. Letter, Accused to Hand-in-Hand,

17th October, 1949.

The Hand-in-Hand, Mut. Fire Ins. Co. Ltd. Georgetown, B.G.

Sir.

Enclosed please find draft No. 3/614124, for \$76.50, in payment for premiums on Policies No. 20/10

36061(\$12,000) $\frac{1}{2}$ year at $\frac{3}{4}$ % - \$45.00 and No.36989 (\$8,400) $\frac{1}{2}$ year at $\frac{5}{4}$ % 31.50. 19/10.

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As you know, the 3 storey building is vacant and must be treated as ordinary premises.

X6.

Letter. Accused to Hand-in-Hand, 17th October. 1949 - continued.

Kindly send receipt and acknowledgment for same.

I also beg to inform you that I took out additional Ins. with Lloyds Agents in B.G. (\$10,000 to cover the new Building on lot 119 Regent Street.

> Yours truly, L. Teper.

36061.

M.M.

MM - APPLICATION BY ACCUSED FOR INSURANCE.

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Application by Accused for Insurance

24th April, 1950.

Exhibit "MM" O.S.N.

Policy No. (3.B.

Georgetown, British Guiana. 24/4/1950.

APPLICATION for Fire Insurance to 10.5.50.

> THE BRITISH GUIANA AND TRINIDAD MUTUAL FIRE INSURANCE CO., LTD.

NOTE .- The property to be insured must be clearly described; if a building, state whether large dwelling-house, cottage, range or otherwise; how roofed and how used. Give the number of the lot, name of street, town, village or plantation. separate sum must be declared on each building and on each vat and on palings (if required).

Where the insurance is to cover different kinds of movable property such as merchandise (stock). machinery, live stock, &c., &c., a separate sum must be declared under each head, and if in different buildings a separate sum on the movable property in each distinct building. If stock, state whether of a general store, spirit shop, dry goods, provisions or otherwise.

Insurance on stock is considered to include the fittings, glass cases and utensils of the business unless separately insured or treated as excluded by any other Company.

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re Stock-in-trade of the Dry Goods Business, including Fixtures, Fittings and all appurtenances, carried on in the lowest storey of the 3-storey, situated on lot 119 Regent St. Lacytown - \$7,800:-

No.

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H-in-H ?

rejected?

The Directors meet on Wednesdays. Do you wish this application considered before next meeting?

N.B.- The questions on the other page are material; please answer them and sign the application.

Applicants for insurance must give the Company full and accurate particulars of the property to be insured and of any building of place in which such property is contained.

NOTE. - The word "property" means the building or the merchandise or the machinery or whatever the applicant wishes insured.

- 1. Is the property, referred to in this application already insured with this Company or with any other Company? If so, give name of Company and amount of existing insurance. A. Yes, \$8,000:-H-in-H. L.T.
 - 2. Have you applied or do you intend to apply for any (or further) insurance thereon to any other Company? If so, give particulars and state result of application (if any). A. No.
 - 3. Has any application for insurance on this or any other property been declined or deferred or accepted for less than the amount applied for? If so, give particulars. A. No.
 - 4. Have you ever had an existing insurance on this or any other property cancelled or discontinued at any time by any Company? If so, give particulars. A. No.
 - 5. (a) Have you ever made a claim against a fire insurance Company? If so, give particulars of the claim. A. No.
 (b) Was claim paid in full or reduced or

Exhibits.

M.M.

Application by Accused for Insurance

24th April, 1950 - continued.

Exhibits.	6. (a) Have you given a lien or mortgage on this property to any person or do							
M.M.	you intend to do so? (a) No.							
Application	(b) If so, when was it given, to whom and for what amount? (b) -							
by Accused for Insurance	(c) As far as you are aware has he effected any insurance on this prop-							
24th April, 1950	erty? (c) -							
- continued.	7. Is the property on leased land? If so, give name of landowner and when the lease expires?	10						
	8. Is gasolene kept in or about the premises? If so, give particulars. No.							
	9. Is there any troolie or trash-covered building or cane cultivation adjoining or in the vicinity? If so, how far distant? Is it to windward or to leeward? No.							
	10. (a) How long have you owned the property to be insured? (b) From whom was it purchased and for what sum? (c) If built, at what cost? (c)	20						
	<pre>II. If the insurance is to cover buildings:- (a) Are the buildings occupied? (b) By whom occupied? (c) For what purpose? At what rental?</pre>							
	12. If the insurance is to cover stock:- (a) What is the present value of the stock? (b) When was stock taken last? (c) What was the value then? (d) Recently started no stock taken yet.	30						
	I (we) warrant that the above answers are true to the best of my (our) knowledge and belief. (74)							
	Signature L. Teper.							
	ame in full nd address Residence) Lejzor (Leopold) Teper, 74 Anira St. Queenstown.							
	Occupation and Landed Proprietor & Merchant. business address 119, Regent St. Lacytown.							
	N.B This Company must be notified of any additional insurance effected on the property subsequent to the date of this application (condition III. of this Company's policies).	40						

X7 - LETTER, ACCUSED TO HAND-IN-HAND.

Exhibits.

Exhibit "X7"

X7.

L. Teper, 119 Regent Street, Lacytown, Georgetown, 22nd July, 1950.

Letter, Accused to Hand-in-Hand.

The Hand-in-Hand Fire Ins.Co. High Street, Georgetown,

22nd July, 1950.

Sir.

Sir

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I recently took out additional insurance on stock with Lloyd's for \$14,500.00.

My present stock is well over \$31,000.00.

39708.

Yours truly,

H-in-H \$13,000.

L. Teper.

Y - STATEMENT OF ACCUSED

Exhibit "Y"

Criminal Investigation Dept. Wednesday 26th July 1950.

Statement of Accused.

Υ.

26th July, 1950.

Leo Tepper having been duly cautioned states: -

20 This morning around 10.30 a.m. I was in my business place 119 Regent Street Lacytown. There I have three clerks (2 girls and one man) selling in my store.

There I saw Consts. Jaisankar, Kandasammy and Const. Rajkumar came in my store, and they told the three clerks who were at the western end of the counter that they were police and they required, bills or invoices for a piece of cloth which they alleged to have bought.

I went up to them and told them that, I am the owner of the store and I will give them all information they required, as I did not want them to interrupt the flow of business.

Const. Jaisankar told me that they are policemen and they can do what they like, and I told them to

Υ.

Statement of Accused,

26th July, 1950.

- continued.

go ahead and help themselves. At this stage Const. Jaisankar and Kandasammy came over the counter inside of the shop and took out the cash drawer. Kandasammy pulled out the drawer and he told me that he was looking for a marked two-dollar note. This policeman did not find any two dollar note.

Const. Kandasammy then asked Const.Rajkumar if he has just bought the cloth here and paid a two-dollar bill. Const.Rajkumar told him "Yes" in my presence. Const. Kandasammy told Const. Rajkumar that he has not seen any two-dollar bill in the drawer.

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Const. Jaisankar and Kandasammy then went to the Eastern show-case. took out a pants length and asked me for the bill or invoice relating to the purchase of this piece of cloth that they took out of the show-case.

I told these policemen that this record is in a stock book of Goods I took over from the Shamrock store in King Street which went into liquidation. These goods I bought through M. Gonsalves Ltd. Water Street.

One of the Policemen read a paragraph from a Gazette I have, where it was necessary for me to produce any invoice or receipt relating to any goods I have in my store, or sold.

I then made a request to them to allow me to go to my residence in Anira Street for this stock book. I also invited them to follow me. They turned down my request and said that I must produce the bills. I never had any bills for these goods which amounted to nearly Three thousand dollars.

I told the Policemen that they are unreasonable They said they are policemen and they would arrest me for being disorderly if I use such term. I told them that they can't arrest me in the midst of my business, for no offence committed.

Const. Kandasammy told me he was going to arrest me right away. I told him to allow me to close up the store. He refused to give me a hearing. Const. Kandasammy held on me around my waist and was trying to drag me out of the store, and I told him that this store is my blood and sweat and if I am

not allowed to close it there will be much looting as hundreds of people gathered in the store. Const. Kandasammy then released me somewhat. Const. Jaisankar then said "Take he" take he" or else I will drag him through the street. At this stage I was holding on to the glass case inside the store. Const. Jaisankar then up and with both hands pulled my hands off the glass counter and I felt my hands started to pain me.

Exhibits.

Υ.

Statement of Accused,

26th July, 1950.

- continued.

Persaud then told the policemen to allow me to close the store. Const. Kandasammy then told Const. Jaisankar to allow me to close the store. They then allowed me to close the store. They then brought me to C.I.D. where I was taken to the G.M.O.

I am saying that Const. Jaisankar used brutal force on me.

L. Tepper 26. 7.50.

Taken by me at C.I.D. on the 26.7.50 @ 3.10 p.m.

20 It was read over to Leo Tepper who said it is true and correct and signed his name in my presence and that of Const. 4423 Luncheon.

M.Hussain P.C. 5380.

Witness

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1. R. Luncheon P.C. 4423.

Z2 - BILL FROM BARGAIN STORE (No.86) Exhibit "Z2"

Georgetown

19..

Bill from Bargain Store (No.86)

Z2.

Mr.M.J.Bacchus, Regent Street.

w/s

THE BARGAIN
STORE C.O.D.
119, Regent Street, Lacytown.

1 doz. Sub Thread 2.33 doz. Skein Thread @ $2/-\frac{2.33}{33.77}$

L.T. 5**/8/5**0

> (Maraj) No. 86

Exhibits. Z3 - BILL FROM BARGAIN STORE (No.49) Exhibit "Z3" Z3. Georgetown 19... Bill from Bargain Bacchus Store. Store (No.49) Regent St. THE BARGAIN STORE C.O.D. 119, Regent Street, Lacytown. 40 yards fugi @ 29 11.60 L.T. 10 Stamp cancelled 2¢ No. 49. Z4. Z4 - BILL FROM BARGAIN STORE (No.55) Bill from Exhibit "Z4" Bargain Georgetown 23/9/1950. Store (No.55) . C.O.D. 23rd September Modern Outfit Store. 1950. THE BARGAIN 20 Saffon St. W/s STORE 119, Regent Street, Lacytown. 80 yards fugi @ 29 23.20 L.T. Stamp cancelled 2¢ W.R. No. 55. Paid 25.

K.3 - BILL FROM S.S.KHOURI.

Exhibits.

Exhibit "K3"

K.3.

CHARGE

Phone 158

P.O. Box 189.

Bill from S.S.Khouri,

S. S. KHOURI

6th October. 1950.

Wholesale Dry Goods Merchant

7. Commerce & Longden Sts. Georgetown. 6.10.1950.

M.L.Tepper, 10 Reg. St.

3/ 44 3/8 yds Suiting 2.89	128.29
1/30 1.64	49.20
$1/8\frac{3}{4}$ "S.Skin 2.70	23.63
1/ 25	19.50
l Nest Suit Cases (8)	16.19
1 " " (6)	13.72
2/80 yds Prints .49	39.20
1/ 12 3/8 yds Suitings 11/-	32.66
,	\$ 322.39

20 165-23

CHARGE

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K.4 - BILL FROM M.GONSALVES LTD.

K.4.

Exhibit "K4"

Telephone: Central 330

Bill from M.Gonsalves. 146.

49~ GEORGETOWN, 7.x.50 19

Ltd.

M L.Tepper Regent Street.

7th October 1950.

M. GONSALVES LTD.

WHOLESALE DEPARTMENT

7a WATER STREET

Quantity	Description	Price	Amount
4 x 50 4 x 30	200 yds Crepe 103 120 " Seersucker 2 doz Towels 61 2 " Lds Vests 63 2 " Men do. 57 2 " Boys do. 38	88 47 6.35 6.53 5.94 3.96	176.00 56.40 12.70 13.06 11.88 7.92 \$ 277.96

(Initials illegible)

Correct 40 (Initials illegible)

M - STATEMENT OF ACCUSED

Μ.

Exhibit "M"

Statement of Accused.

Criminal Investigation Department,
Brickdam,
9th October, 1950.

Leo Tepper states: -

2.15 p.m.

9th October 1950.

I live at 74 Anira Street, Queenstown. I am the owner of a property and a store. I hail from Poland, Europe. I came to British Guiana on the 10th February 1939; with my wife, the former Tola Bernstein, a native of Poland, who was residing in Barbados and was naturalised as a British Subject there. It was her father who encouraged me and caused me to come to the West Indies.

When I came to British Guiana I had about one thousand dollars cash and I used to peddle with cloth around the town. Around the year 1942 I opened a Dry Goods Store in Croal St. with a good stock. I cannot remember the value of the stock I opened with but I carried no insurance then. I kept records of purchases and sales which I either left in my store or took to my home.

In 1942, I bought a property in Croal St. with a small mortgage and a few months later I sold it; because my family and I were to go and settle in Barbados. I was unable to carry out my plans because I was an alien then and the Commissioner of Police refused to grant me a passport.

In 1943 I bought another property in Rose Marie Lane and I erected two buildings on the said lot and I was doing good business in Croal St.

Business was such a success that I bought another property in East St. for \$13,000.00 with a mortgage. I carried on the Dry Goods Store as well.

Around 1945, I sold out my business and properties and I went to Barbados with my family. I had in all about \$20,000.00. My wife wanted to remain in Barbados, so I left her there and went to the United States about the latter part of the year to study "Drama". About the middle part of 1946, I returned to Barbados. I returned, later 1946 to British Guiana with my family.

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The said year, I bought a leather business from Rodrigues and Rodrigues and I tried to make a local industry of shoes and sandals. This proved a failure and I opened a store at Regent and High Streets. I insured my stock there.

Between 1946 and 1948 I used to buy and sell properties and I made some good bargains. In 1948 I had to give up my business premises at Regent and High Sts.

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About January 1948 I bought a property in Regent St. with the intention of making my dry goods store there. I completed this building about the later part of 1949. I made a large three storeyed building so that my store could be amply carried on there. I bought this property in the name of my wife and it cost \$13,000.00. In 1949, the whole year my wife stayed in Barbados. I was left alone in British Guiana. I sold seven properties in 1948 or 1949 and completed this building in Regent St. which is the only property I have ever purchased in my wife's name.

In February 1950 I opened my Dry Goods Store there with a stock of about \$10,000.00. My goods was mostly purchased for cash. I had a small credit with S.S.Khouri and M.Gonsalves. I had three employees, namely, Miss De Camp of Vreeden Hoop, and Rampersaud a tailor of Campbellville and another girl whose name I cannot remember. My sales per day was at an average of \$150.00 but at month ends the average would be about \$200.00 to \$250.00 per day. I paid about \$15.00 to \$18.00 per week to my employees. I average the rent for about \$50.00 monthly. I do not fix a monthly salary for myself but what ever profit is made comes to me.

On the 8th March 1950 I took a Fire Insurance Policy with the Hand in Hand Company for \$8,000.00. I increased my stock and on the 8th May 1950 I took another Fire Insurance Policy with the Hand in Hand Company for \$7,000.00. I increased my stock more and on the 15th June 1950 I took another policy with Lloyd's Agents for \$14,500.00. I valued my stock in trade for about \$30,000.00.

I valued the property for \$45,000.00 and this is insured for about \$30,000.00 with Lloyds' Agents, B.G.Mutual, and the Hand in Hand Companies. This property is mortgaged to the Hand in Hand Fire

Exhibits.

Μ.

Statement of Accused.

9th October 1950. - continued.

Μ.

Statement of Accused.

9th October 1950. - continued.

Insurance Company for \$16,000.00. I paid interest at the rate of 6% per annum. I have not paid any instalment, yet, because none fell due.

At present I owe two firms, namely: salves and S.S. Khouri. The maximum being about \$2.500.00.

In April 1950 I bought a car from Henry Bornstein for \$1.500.00 and I sold my car for \$1.000.00. The said month of April 1950 I paid Mr. Mc David \$500.00 for the rental of his furnitured house at 74 Anira St. for eight months. I have at present eight thousand dollars in the Post Office Saving Bank and three thousand six hundred and seventy three dollars and ninety cents in Barclay's Bank.

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I have a property at Murray & Thomas Streets which I bought in 1948 from F. Vieira for \$6,500.00 and I have a mortgage with Mr.O.Bennett for \$2,400.00.

About 4.15 p.m. on Saturday 7th October 1950 I secured my store at 119 Regent St. Lacytown with the assistance of my employees. Misses De Camp. Albert and Hodge. I locked the doors and took away the keys leaving a stock of about \$30,000.00 intact. I left no inflammable substance on the premises. About 5 p.m. I went back to the store with my family to exchange a child's school grip. This was done on our way to the Sea-Walls. I kept the keys in my house.

About 8 a.m. on Monday 9th October 1950 I was going to the Esso filling Station to get gasolene when I saw a crowd standing opposite my store; went up and noticed the building was gutted with fire and my stock destroyed by fire. It was only then I learnt of the disaster.

Later the said day I visited the premises with Inspector Deygoo, Const. Byrne and other detectives. On entering my store, I observed the entrance to the upper flat where a Club is carried on, was almost destroyed by the fire. Most of the stock in the store destroyed by the fire. I had left my stock book in the premises and that also was destroyed. I kept it in no particular place. Normally this stock book was kept on an Eastern shelf to the North Eastern Corner of the shop. Some times for

days it used to be on the counter running from East to West. I also used to put it on the Northern shelves that had cloth. I cannot remember when last I made an entry in my stock book, neither can I remember what year or month it commenced. Some of the burnt goods are still there in the store, and some are totally destroyed.

The back store had about \$200.00 in building materials and there were little straw in two cases, which had window panes. Inspector Deygoo dug up some of the straw and smelt it, then he gave me some to smell. He asked me if it is kerosene oil. I said, "I don't know". It would be very surprising to me if the stuff in the two boxes contained kerosene oil. Major Atkinson picked up a piece of bottle in the eastern corner and asked me if it smelt of kero oil. I said "Yes".

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I kept a cash book and that has been destroyed by the fire.

I went on the second flat and observed that was badly burnt and practically destroyed. I went on the upper flat and noticed that it was also gutted and not as bad as the two other flats.

Since I opened my business I took no stock but I checked on my goods, more or less all the time. Purchase records were in the stock book and weekly sales in the cash which are burnt. I do send yearly income tax papers.

I cannot remember when I gave the Bookkeeper Mr. Hall of Forshaw St. my books to prepare my income tax papers but he had them. He had my property vouchers, my ledger and my cash book. These books he delivered to me today Monday 9th October 1950 in the presence of a detective. These books contained only entries of a small business which I once had at the corner of High and Regent Sts. My property - entries were put accordingly on a special list of paper and submitted that way to the income tax office. This ledger and cash book will not be headed on any page for 1950.

All property agents knew that my property in Regent St. was not for sale. Some of the stock I had in my store at Regent St. came from my previous store which was at the corner of High and Regent

Exhibits.

Μ.

Statement of Accused.

9th October 1950. - continued.

Sts. I really went to the United States and Canada for medical treatment and by being there I took up "Dramatics".

Leo Tepper.

M .

Statement

of Accused.
9th October

1950.
- continued.

Witness: -

1. D. Myers P.C.4316

Taken by me at Detective Office at 6.05 p.m. on the 9.10.50 I read it over to Leo Tepper who said it was true and correct and signed same on each page in my presence and that of Const.4316 Myers.

0.W.Byrne D.C.4608 9.x.50.

W.

Statement of Accused.

10th October 1950.

W - STATEMENT OF ACCUSED

Exhibit "W"

Criminal Investigation Dept. 10th October 1950.

Leo Tepper after having been duly cautioned states:-

I am the owner of the "Bargain Store" at Lot 119 Regent Street, Lacytown Georgetown, the premises belong to my wife Tola Tepper.

On Saturday 7th October 1950 about 4.15 p.m. I closed and secured all the doors and windows of my store; the back doors and windows on the northern sides are secured inside by means of green heart bars set in iron Clamps and 4 inch nails as pins. The windows of the Store are secured with iron bars outside and pinned inside, there are two main doors facing south. One was secured with a green heart bar inside and pinned with four inch nails, this door was also secured with a large padlock outside, the other door was secured with an iron bar outside, and two padlocks, both doors were also secured with two Union latches.

I then left the store and went to my home at Lot 74 Anira Street Queenstown, I arrived at 4.25 p.m. About 5.15 p.m. I went to the Sea wall in Company with my wife Tola Tepper in my motor car. On my way to the Sea Wall I stopped and went into my store in Regent Street to exchange a grip for my

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Child for a smaller one. On that very afternoon when I was leaving the store I carried home a small grip for my child to go to school with and my wife said it was too large. I entered the store through the main door facing south.

Around 7 p.m. I returned home and went to bed around 9 p.m. and aroused 9 a.m. on Sunday 8.10.50. Around 9.45 a.m. I went to the Corinthians Club at Thomas lands, I spent no time there because there was nobody upstairs. I went to the Sea Wall and remained there talking with Mr. De Olivera, Carlton De Aguiar, Charlie Hubbard and others up to 12.30 p.m. and I returned home.

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I spent the balance of the day at home and about a few minutes to 9 p.m. I left home on a bicycle and went to the Sea Wall to listen to the Militia Band, I was in company with Mr.Charlie Seabro, Leslie (M.E.I.) and another East Indian gentleman who works at the Midget Book Store listening to the playing of the band. The band programme was over at 9.45 p.m. At 10 p.m. I left and returned home, I did not call in at my store in Regent Street on my way home.

On that night I went to bed around 10.30 to 11 p.m. and aroused from bed at about 7.30 to 7.45 a.m. on Monday 9.10.50. I have two switches enclosed in a small box on the Eastern side of the store for lights in the Store and show cases by nights. For the past two or three weeks I gave one Willis who lives in the yard at the back of the store a job to put on lights for the show case and store at nights.

I do not know whether he had put on these lights on Saturday night 7.10.50 or Sunday night 8.10.50, but on Tuesday 10.10.50 I heard him telling the Police that he did not turn on the lights on Sunday night 8.10.50. I did not go to the Store on that night, and I did not put on the lights.

About three weeks ago my wife told me that she was driving my car in Regent Street and on passing the store around 7 to 7.15 p.m. she saw that the lights were not on in the store and in the show windows and she went and put them on.

I had a large stock book and a small Cash book in my store. On Saturday 7.10.50 I left them in the store. On Tuesday 10.10.50 I was in the store with

Exhibits.

W.

Statement of Accused.

10th October 1950 - continued.

₩.

Statement of Accused.

10th October 1950

- continued.

the Police and did not see the Stock Book and the Cash Book. Once or twice long ago I took the stock book to my home to make up. I always make up my stock book for myself, because I calculate the prices of goods from this book.

L. Tepper 10/10/50

Taken by me at 4.40 p.m. on the 10.10.50 at the Criminal Investigation Dept. and read over to Leo Tepper who said it was correct and signed his name in my presence and that of No.4271 Det.Const.Simon.

V. Belfon Sargt. No. 4086 10/10/50.

Zl.

Z1 - ACCOUNT FROM M. GONSALVES LTD.

Exhibit "Zl"

Account from M.Gonsalves Ltd., Mr.L.Tepper,

Regent Street.

14th October 1950.

28, Water Street, Georgetown, 14th October 1950.

Dr. to M. GONSALVES, LTD., Wholesale & Retail DRY GOODS WAREHOUSEMEN 20

	ע.	RY GOO	DO WA	REHU	OSEMEN.		
1950							
June 6	To Go	ods pu	rchas	ed a	s per	,	
				B/P	139/11	144.52	
9	11 11	17	17	'tt	138 /3 0	121.10	
12	11 17	11	11	11	137/59	61.60	
20	11 17	11	11	11	140/13	82.96	
22	11 11	11	17	ŧŧ	141/5	102.08	512.26
22	By Go	ods no	t del	iver			32.80
	•						479.46
27	To Go	ods pu	rchas	eg 'a	s per		419.40
				B/P	140/23 141/28	67.24	
July 6	11 11	17	11	11	141/28	66.54	133.78
							613.24
12	By Al	lownce	of 1	yā.	Drill		.82
	•			•			612.42
12	To Go	ođs pu	rchas	a ha	s ner		010,10
	+0 uo	oub pu	01140	B/P	142/30	11.04	
18	11 11	11	11	_\ ¹¹ _	139/67	62.40	
18	11 11	11	11	11	141/48	235.64	309.08
10					141/ 40	200.04	
25	Dar Co	ah					921.50
23	.By Ca	211					200.00
					Forward		721.50

							201.			
							Brought	forward	721.50	Exhibits.
	1950 July 2	5 :	Го	Goods	puro	has B/P	ed as per 140/73	297.6	0	Z1. Account from
	Aug.	4	t†	11	11	11	143/45	56.4	0	M.Gonsalves Ltd.,
		7	tŧ	tt	11	11	145/56	71.5	0 425.50	14th October
	Sept.	7							1147.00	1950 - continued.
	2	0	17	Ħ	11	11	149/9		24.64	
									1171.64	
10	2	6	By	Cash					125.00	
									1046.64	
	Oct.	7 :	Го	Goods	puro	chas B/P	ed as per 146/49		277.96	
						Bala	ance due	i	\$ 1324.60	•
		5	sol		the c	red:	Gomes' sto itors to			
							\$	2886.70		
20]		s erro extensi		ln	-	125.93	\$2760 . 77	
						(Certified	correct.		
							M. GONS	SALVES LI	MITED	
							per J	.J.Thomas		
							Sec	cretary.		

·静脉 洗燥虫

Exhibits.

VV - EXTRACT FROM LEDGER OF S.S.KHOURI

VV.

Exhibit "VV"

Extract from ledger of

EXTRACT FROM LEDGER

S.S.Khouri,

LEOPOLD TEPER of Regent St., Georgetown IN ACCOUNT WITH

3rd November 1950.

S.S.KHOURI, of Commerce St., Georgetown.

1950 May 1 To	Pur- chases §	365.39	1950 May 9	By Cash Paymont	120.00	
6	17	47.74	15	113.113113	200.00	10
15	17 17	178.97	June 21	11	295.00	
June 1 6	17	154.40 127.04	22	Returns	4.37	
22	17	315.15	July 28	Cash		
23	17	261.57		Payment	112.00	
29	17	105.69	Aug. 3	tf	138.00	
July 4	11	43.20	29	tt .	100.00	
Aug. 8	11	27.22	Sept.6	11	100.00	
29	11	18.26	Oct. 4	**	260.00	
Sept.6	11	180.94				20
11	17 17	5.59				
18	11	4.62				
0ct. 6	"	322.39				
						
	\$ 2	,158.17		\$]	L,329.37	

BALANCE of Account DUE AND PAYABLE as at 6th October, 1950

DEBIT

828.80

Certified Correct per S.S.Khouri Noel Franker 3rd November, 1950.

WW - LIST OF CASH PURCHASES FROM S.S.KHOURI Exhibit "WW"

Exhibits

ww.

CASH PURCHASES by

\$114.00

List of Cash purchases

from

1950.

S.S.Khouri.

3rd November

Leopold Teper of Regent Street.

1950

\$ 821.92 Bill No.033 -Mar. 4 Bought 11 13 543.69 017 -9

27 11 786.51

014 - 38

Apr. 3

17

100 - 16 116.69

3 Goods retd.

Bought

11 051 - 10 59.92

2,328.73

Less Goods Retd.

114.00

100 - 16

\$ 2.214.73

The above Goods were purchased on a Cash Basis.

Certified Correct

This day 3rd November. 1950.

per S.S.Khouri Noel Franker

7. Commerce & Longden Sts.

U - LETTER, L.M.F.CABRAL to J.B.LESLIE & CO.

Exhibit "U"

L.M.F.CABRAL, M.A., B.C.L.(Oxon)

Barrister at law. Telephone: Central 501

"SOMERSET HOUSE," 5, Croal Street, Georgetown,

"Lloyal", Georgetown, British Guiana.

British Guiana.

Cable Address:

Codes: Bentley's A.B.C.6th Edition.

15th November 1950

J.B.Leslie & Co.,

9 America Street, Georgetown.

Dear Sirs.

WITHOUT PREJUDICE

I have been consulted by my client Mr. Lejzor

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U.

Letter, L.M.F.Cabral to J.B.Leslie

15th November

& Co.

1950.

U.

Letter L.M.F.Cabral to J.B.Leslie & Co.

15th November 1950

- continued.

Teper, of Lot 74 Anira Street, Queenstown, Georgetown, with reference to a fire which occurred on Monday 9th October, 1950, at lot 119 Regent Street, Lacytown, Georgetown, when the stock in his store on the said premises was destroyed.

- The said stock was insured with your Company under Policy Order No.3077 Certificate No.2570 for the sum of \$14,500:00 (fourteen thousand five hundred dollars).
- 3. My client informs me that after the fire the insurance policy was seized among other documents by the Police and has not been returned. addition, my client has been for arson in connection with the said fire.
- 4. My client is willing, should your Company so desire, to supply the necessary particulars including details of his claim of the said stock, at the conclusion of his trial.
- I may point out that your Company was aware of the fire on the same day it occurred, that your representatives visited and freely inspected the scene several times immediately after the fire and I am sure you will agree that your Company cannot be prejudiced by assenting to what I ask. You yourselves will not want to pay or reject a claim until after the criminal case is decided. If my client should be convicted, he would never have to send in any claim to you.

Yours faithfully.

L.M.F.CABRAL.

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KK1 - LETTER. L.M.F. CABRAL TO HAND-IN-HAND

Exhibit "KKl"

L.M.F.CABRAL, M.A., B.C.L.(Oxon)

Barrister-at-law

Telephone: Central 501.

Cable Address:

"Lloyal", Georgetown, British Guiana.

Codes:

Bentley's A.B.C. 6th Edition.

"SOMERSET HOUSE". 5. Croal Street. Georgetown. British Guiana.

15th November. 1950.

Exhibits

KK1.

Letter. L.M.F.Cabral to Hand-in-Hand.

15th November 1950.

The Directors. The Hand-in-Hand Mutual Fire Insurance Co. Ltd.. Lot 2 High Street. Georgetown.

Dear Sirs.

WITHOUT PREJUDICE

I have been consulted by my client Mr. Lejzor Teper. of Lot 74 Anira Street, Queenstown, Georgetown, with reference to a fire which occurred at Monday 9th October, 1950, at lot 119 Regent Street, Lacytown, Georgetown, when the stock in his store on the said premises was destroyed.

- The said stock was insured with your Company under Policies Nos.39708 and 39879 for the sums of \$8,000:00 (eight thousand dollars) and \$7,000:00 (seven thousand dollars) respectively.
- 3. My client informs me that after the fire all the insurance policies were seized among other documents, by the Police and have not been returned, and that as he did not peruse the policies he was not aware that his claim should be delivered to the Directors of your Company within 14 days from the date of the fire. In addition, my client has been charged for arson in connection with the said fire.
- In the circumstances. I ask for an extension of time until the conclusion of his trial to supply you with all particulars necessary in respect of the stock.
- 5. I may point out that your Company was aware of the fire on the same day it occurred, that your

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KKI.

Letter, L.M.F.Cabral to Hand-in-Hand.

15th November 1950 - continued. representatives visited and freely inspected the scene several times immediately after the fire and I am sure you will agree that your Company cannot be prejudiced by assenting to what I ask. You yourselves will not want to pay or reject a claim until after the criminal case is decided. If my client should be convicted, he would never have to send in any claim to you.

Yours faithfully, L.M.F.CABRAL.

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KK2

KK2 - LETTER, L.M.F.CABRAL TO HAND-IN-HAND

Letter, L.M.F.Cabral to Hand-in-Hand.

15th November 1950.

Exhibit "KK2"

L.M.F.CABRAL, M.A., B.C.L.(Oxon)
Barrister-at-law

Telephone: Central 501

Cable Address: "Lloyal", Georgetown. British Guiana. "SOMERSET HOUSE", 5, Croal Street, Georgetown, British Guiana.

15th November 1950.

Codes: Bentley's A.B.C. 6th Edition.

20

The Directors,
The Hand-in-Hand Mutual Fire Insurance Co., Ltd.
Lot 2 High Street,
Georgetown.

Dear Sirs,

WITHOUT PREJUDICE

I have been consulted by my client Mrs. Tola Teper, of lot 74 Anira Street, Queenstown, Georgetown, the owner of premises situate at lot 119 Regent Street, Lacytown, Georgetown, with reference to a fire which occurred on Monday 9th October, 1950, when a three-storey building on the premises was destroyed.

- The said three-storey building was insured with your Company under Policies Nos. 36061 and 36989 for the sums of \$8.600:00 (eight thousand six hundred dollars) and \$8,400:00 (eight thousand four hundred dollars) respectively.
- My client informs me that after the fire all the insurance policies were seized, among other documents, by the Police and have not been returned, and that as she did not peruse the policies, she was not aware that her claim should be delivered to the Directors of your Company within 14 days from the date of the fire. In addition, my client's husband Lejzor Teper, has been charged for arson in connection with the said fire.

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- In the circumstances, I ask for an extension of time to the 30th day of November, 1950, for my client to supply you with all particulars necessary in respect of the said three-storey building.
- 5. I may point out that your Company was 20 aware of the fire on the same day that it occurred. and that your representatives visited the scene several times and I am sure you will agree that your Company has not been prejudiced by non-notice of claim.

Yours faithfully.

L.M.F.CABRAL.

Exhibits

KK2

Letter. L.M.F.Cabral to Hand-in-Hand.

15th November 1950

- continued.

KK3 - COPY OF REPLY. HAND-IN-HAND TO L.M.F.CABRAL.

KK3.

Exhibit "KK3"

Copy of reply, Hand-in-Hand to L.M.F. Cabral

22nd November, 1950.

PER REGISTERED POST - ACKNOWLEDGMENT RECEIPT.

22nd November 1950.

To: -

L.M.F.Cabral, Esqr.,
Barrister-at-Law,
Somerset House,
Croal Street,
Georgetown,
British Guiana.

10

Dear Sir.

Re: - Mr. Lejzor Teper - Policies Nos.39708 and 39879

- and -

Mrs. Tola Teper -

Policies Nos.36061 and 36989

In reply to your letters of the 15th instant, I am directed by my Board of Directors to inform you that they decline to grant any extension of time to your Clients to comply with the requirements of Condition XII of the Conditions endorsed on the Policies, and the Company will therefore repudiate liability under the Policies on the ground that this Condition has not been complied with, and will notify your Clients accordingly.

Yours faithfully,

(signed) C.E.COLLIER,

Secretary.

00 - ESTIMATE

Exhibit "00".

Exhibits

00.

No.1

5th December 1950.

Estimate.

5th December 1950.

Estimate of materials and labour required for replacing the portion of a Building destroyed by fire at Lot 119 Regent Street, Lacytown.

		Materials Green Heart	Framing	
10	Columns	2 Pieces 12' each $8"x$	8" = to B.M. 1.28	
10	Posts Centre	4 Pieces 12' each 6"2 4 Pieces 36' each 6"3 6 Pieces 11' each 6"3 8 Pieces 33' each 5"3	x 6" = 1.44 x 6" 4.32 x 6" 1.98	
	Intertie	10 Pieces 30' each 6" 1 Do. 30' each 6" 2	x 8" = 12.00 x 8" = 75	
	Bridle	4 Do. 33' each 5 x 2 Pieces 21' each 3"x 100 Lin. 1 x 5		
20	Posts	30 Pieces 12' each 5"		
		60 11 3 37 11 2	x 4 6.60 x 4 2.71 x 4 2.16	
		20 9 2	x 4 1.20	
	Plates	240' Lin.2 x 4	1.60	
	Rafters Floor Beams	518' Lin.2 x 4 18 Pieces 27' each 3	3.45 x 6 7.29	
70	Window			
30		188' Lin. 2 x 8 =	2.51	
	Steps	4 Pieces 18' each 2'x 136' x 1" x 11" =	1.44 1.25	
		136' x 1" x 7" =	79	
		68' Lin: 4" x 4" 170' Lin: 2" x 4"	91 1 . 13	
			76.54	
		All Framing = To feet @ 15¢ per ft. Roug	B.M. h 15¢	1,148.10
	Wall Bos	ards 2,460' Lap edge G	.H.@ 17¢	418.20
40	Floor	2,270 G.H.Boards @ 1	.7¢	385.90
		F	orward	1,952.20

Exhibits	Brought forward 1,952.2	0
00.	Facings & Wooden Windows & Doors, Roofs etc.	
Estimate	5,400 Crabwood Brds.@ 14 756.00 Windows 12 Pairs sash @ 10.00 120.00 3 sets of Blinds &	
5th December 1950 - continued.	lockers @ 10.00 30.00 20 Pairs Casement @ 9.36 118.72 20 Blinds & Jalousies	
	@ 7.20 144.00 2 Skylights @ 5.04 10.08 Roof	10
	Sheets 90 Sheet 9' each = 810 @ 48	
	@ 3.52 45.76 Showcase 8 Panes glass @ 4.00 32.00 Ten/Test 10 Sheet Ten Test @ 5.00 50.00 Metal 2 Sheets expanded metal	
	@ 14.08 28.16 Roof 1 Roll Roofing 16.96 Showcase Doors 64' 2 x 12 C.W.B.=	20
	128' @ 14 17.92 Nails 1,000 lbs.wire nails @ 20 200.00	
	Hardware, Hinges Pevots, Locks, Bitts etc. Cartage for materials 60.00 50.00 2,228.8	
	4,181.0 Labour Three Thousand Dollars 4,181.0 3,000.0 7,181.0	0
	Painting	
	9½ cwt.white zinc @ 59.00 560.50 95 Gallons oil @ 4.68 454.60 900 lbs. Putty @ 17¢ 153.00 56 lbs.Common yellow @ 28 15.68 28 lbs.umber @ 28¢ 7.84 14 lbs.Red oxide @ 28¢ 3.92	
	l gallon varnish stain 8.50 8.50 l gallon Bright Red@3.28¢ 3.28 l gall: Knotting@11.00 11.00 gall:anti Corrosive@8.00 16.00 1,234.3	4 0
	Labour 900.0	
Electrical Fittings materials & Labour		<u>o</u>
	Ø 9.485.4	0
	P.D.DUFF.	-

No. 2 Exhibits Estimate of the Cost of the Remaining portions 00. of the building at Lot 119 Regent Street which was not destroyed by fire. Estimate Materials Green Heart. 5th December Sills 200'Lin.4 x 6 G.H. = to 1950 B.M. 400 - continued. 2 Pieces 12' each Column 6" x 6" 72 922 Lin 2" x 4" 10 616 Posts Steps 108 t x 1 x 12 108 126' Lin x 1" x 7" 73 53' Lin x 4" x 4" 70 48' x 2 x 12 96 Floor 12 Pieces 12 each 2 x 6 144 Beams 6 Pieces 12'each 3 x 6 78 Bridle | Piece | 10 | 2 | 2 | 2 | 2 | 3 | 4 | x 5 | 5 | $2 \times x = 12$ 20 147 20 60' Lin 3" x 5" 75 Posts 211 21 3×4 & 188' Lin 2" 98 Purtins Rafters 91! Lin $1\frac{1}{2} \times 4$ " 46 74' Lin 1를 x·3" 28 Window Sill 50' Lin 1을 x 7 All Framing = To feet B.M. 30 15¢ 320.40 @ 15¢ Per ft. Wall Boards 1500' Lap edge G.H.@ 17¢ 255.00 Floor 88.40 Roof, Doors & Partition, etc: 1,900' C.W.B. @ 14¢ 266.00 Roof sheets 312' Galv.sheet @ 48¢ Per ft. 159.76 Windows 11 Windows @ 7.20 each 79.20 3 Windows @ 3 9.00 40 6 Window bar @ 50¢ each Iron 30.00 Iron 6 Window clamps @ 72¢ 4.32 200 lbs.wire nails @ 20 40.00 20 lbs.bolt & nuts @ 28 5.76 1,257.84 Locks, Hinges Bolts etc. 15.00 Cartage 15.00

\$ 1.287.84

Over

The ball of the		
Exhibits	Brought forward 1,287.84 Concrete Foundation & Floor	
00.	30 Brls Cement @ 9.50 285.00	
Estimate	15 Ton Stone @ 8.26 123.90 9 Ton Sand @ 3.60 32.40 441.30	
5th December 1950	150 lbs Reinforced Rods @ 15.75 1,729.14 Cartage 24.00 Labour Two Hundred & Ten	
- continued.	Dollars 210.00 <u>691.05</u>	
	Roof Gutters & Pipes 2,420.19 250! Gutters & Pipes @ 60¢ 150.00	10
	3 Receivers @ 3.00 9.00 50 Iron Bracket @ 24¢ each 12.00 170.00	
	Labour Eleven Hundred Dollars 1,100.00	
	Painting 3,691.00	
	3 Cwt.White Zinc @ 59.00 177.00 32 Gall: Paint Oil @ 4.68 149.76	
	300 lbs.Putty @ 17¢ 51.00 36 lbs.Colour Paint @ 28¢ 10.08	20
	1 Gall: anti Corrosive 8.00 Labour Three Hundred Dollars	
	300.00 695.84	
	1 W.C.Bath, sink & pipes Materials 210.93	
	Labour 75.00 Cartage 3.00 288.93 4,234.66	
	Valuation of Two Ranges and Two Vats situated on the said Lot 119 Regent Street Georgetown	30
	No. 1 Range value \$ 1,800.00 No. 2 Range value 1,800.00 1 Large vat value 120.00 1 Small vat value 70.00 3,790.00	
	I, Patrick Dawson Duff being a master Carpenter and Building Contractor for upwards of twenty years. At the request of Lloyd's Insurance Co., Ltd., I inspected a property at Lot 119 Regent Street, Georgetown. With three buildings and two vats thereon.	4 0
	The front Building which is a three storey one $\frac{3}{4}$ was destroyed by fire. I therefore value the Damage Parts to be replaced at the Cost of \$9,485.40	

and the cost of the memoradon which was	\$ 9,485.4 0	Exhibits
and the cost of the remainder which was not destroyed	4,234.66	00.
Note portion call the remaining if pulled down will cost to rebuild		Estimate
extra so as to meet the Town Council Bye-Laws	$\cancel{279.94}$ $\cancel{14,000.00}$	5th December 1950
I also value 2 Ranges @ \$1,800.00 each 3,600.00		- continued.
one Large vat @ 120.00 one small vat @ 70.00	3,790.00	
One smarr vas e	\$ 17,790.00	
P.D.DUFF		
T TAH 15 Wadfiald Streat		

E.Lot 45 Hadfield Street North Freeburg, Georgetown.

NN - CLAIM AGAINST INSURANCE COMPANY Exhibit "NN"

NN.

THE BRITISH GUIANA & TRINIDAD MUTUAL FIRE INSURANCE COMPANY LIMITED

Claim against Insurance Company

N.B.- Claimants are notified that this form is supplied by the Company to assist the Assured, as far as the Company is able, but the Company, takes no responsibility for the replies because they happen to be written by an official of the Company for or at the request of the Assured; nor is any obligation thereby imposed on the Company to accept this form without further information. The Company's officials are not allowed to fill in this form if the Assured cannot read and write.

22nd December 1950.

Claim under

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Policy No. C29072 for \$1,000.00 dated 14/5/46. C29946 " \$1,000.00 " 28/11/46.

PROOF OF LOSS

To the Directors of the British Guiana & Trinidad Mutual Fire Insurance Company, Limited

I (or we) Tola Teper now residing at 120 Rose Street, Queenstown, Georgetown, the Assured under the above-mentioned policies in your Company, do

Exhibits

NN.

Claim against Insurance Company

22nd December 1950 - continued. hereby declare that at or about two o'clock on Monday the ninth day of October 1950, a fire occurred on the premises situated on Lot 119 Regent Street, Lacytown, Georgetown originating in the three storey Building on the said lot that the said fire was occasioned to the best of my (or our) knowledge and belief by (a) in circumstances and in a manner unknown to me and that the property hereinafter detailed on page 2 hereof belonging to me and insured under the said policies was destroyed or damaged to the extent of the amounts as stated and that in consequence of such damage claim is hereby made for Two Thousand dollars.

I (or we) also declare that Tola Teper is (or are) the sole owner of the said property and that no other person has any interest in the same except as stated herein namely: - The Hand-in-Hand Mutual Fire Insurance Company Ltd., and that the premises at the time of the fire were occupied by (b) The Union Club (Cecil Daniels, Manager) as to the two upper flats and by Lejzor Teper as to the bottom flat.

I (or we) also further declare that the following is a true and complete statement of the insurance effected upon the said property and that it is not insured in any other Company by me (us) nor insured by any other person.

STATEMENT OF INSURANCES

Amount	Company	Policy No.
\$10,000	Lloyd's	Ord. No. 3017 30
\$ 8,600 \$ 8,400	Hand-in-Hand	Certi. No. 2526 36061 36989
and that	the sound walue of	all the property refer-

and that the sound value of all the property referred to in the item or items under which the claim is made was, at the time of the fire, Twenty Nine Thousand dollars.

I (or we) have had the damage assessed by Wilfred E.Monasingh of 208 Upper Charlotte Street
Bourda Georgetown by profession or occupation Build- 40
ing Contractor and his valuation (embodied in a declaration) is attached hereto marked "A"

N.B.- A fire policy being a contract of indemnity only, all claims must be based upon the actual value of the property (whether building merchandise, furniture or else) at the time of the fire, no trade profit or any other addition whatever being included in the claim.

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Details of clain	n for prop	erty destroy	ed or damaged: -	Exhibits
1	2	x 3	4 Amount claimed	NN
Description of Property claimed for	Value at time of fire	Deduction for Value of Sal v age	for, i.e. ac- tual loss after deduction of salvage value	Claim against Insurance Company
3 Storey Build- ing situate at Lot 119 Regent	\$29,000	N11	Total loss \$29,000.00 Amount claimed	22nd December 1950 - continued.

I hereby declare that the above is a full, true and particular account of the Assured's loss by the said fire to property covered by the said policies, that nothing has been done by or with the knowledge and consent of the Assured to violate the conditions of the policies and that the Assured is justly entitled to the amount claimed from the British Guiana and Trinidad Mutual Fire Insurance Company, Limited.

And I make this declaration believing the same to be true and according to the Statutory Declarations Ordinance.

> Wilfred E. Monasingh Declarant.

Declared at Georgetown this 22nd December 1950

Street Lacytown

Georgetown.

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Stamp cancelled 36¢

from your

Company \$2,000.00

before me H.V.V.B.Gunning A Commissioner of Oaths to Affidavits.

If the article is only partly damaged, column No. 3 need not be filled in and the amount (extent) of damage can be entered in the fourth column.

Exhibits

NN

Claim against

Insurance

Company

LUCKHOO & LUCKHOO Legal Practitioners

Edward A.Luckhoo, O.B.E.,

Solicitor.

Evelyn A. Luckhoo Solicitor.

CHAMBERS:

"WHITEHALL".

22nd December 1950

- continued.

With - Edward V.Luckhoo Barrister-at-law C. Lloyd Luckhoo Barrister-at-law Lionel A. Luckhoo

2, Croal Street,

Georgetown.

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Barrister-at-law.

22nd December, 1950.

Telephone 699 Ref.No.

The Secretary,

B.G.& T'dad Mutual Fire Ins., Co., Ltd., Georgetown.

Dear Sir,

Without Prejudice

I enclose a claim on behalf of my client, Mrs. Tola Teper, whose property at 119 Regent Street, Georgetown, was burnt out on 9th October, 1950.

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I attach an affidavit of valuation of Mr. Wilfred E. Monasingh.

Yours truly, C.LLOYD LUCKHOO.

British Guiana. County of Demerara.

AFFIDAVIT.

I, Wilfred E. Monasingh, of 208, Upper Charlotte Street, Bourda, Georgetown, Demerara, being duly sworn make oath and say: -

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- I am a general building contractor and draftsman of many years experience.
- I have inspected the three storeyed building at 119, Regent Street, Lacytown, Georgetown, which is owned by Mrs. Tola Teper and has been badly

damaged and almost completely destroyed by fire and have estimated that it would cost \$28,247.38 to replace the building by a similar new one in the same state of repair as before the fire.

3. The building prior to the fire was a new one in good condition measuring as follows:

ground floor..52 feet by 31 feet; second floor..41 feet by 31 feet; third floor..41 feet by 31 feet.

10 4. I estimate that the cost of materials to replace the said building would be \$28,247.38 based on the following particulars:

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8" x 8" Greenheart
                       2800 B.M.
                                       16¢
                                                   448.00
6" x 6"
              1
                                                   192.00
                       1200 B.M.
                                       16¢
4" x 4"
              Ħ
                       1600 B.M.
                                       16¢
                                                   256.00
3" x 5"
              11
                       3600 B.M.
                                       16¢
                                                   576.00
3" x 6"
              11
                       2900 B.M.
                                                   464.00
                                       16¢
              Ħ
4" x 6"
                       2700 B.M.
                                       16¢
                                                   432.00
2" x 4"
              11
                                       16¢
                                                   960.00
                       6000 B.M.
2" x 12"
              11
                        450 B.M.
                                                    72.00
                                       16¢
1" x 12"
              11
                                       16¢
                        600 B.M.
                                                    96.00
2^{11} \times 8^{11}
              11
                       4000 B.M.
                                       16¢
                                                   640.00
3^{11} \times 4^{11}
              11
                        850 B.M.
                                       16¢
                                                   136.00
1" x 6"
              "T.& G.
                        900 B.M.
                                       18¢
                                                  1620.00
1^{\prime\prime} \times 6^{\prime\prime}
         lap edge G.H.12,000 B.M.-
                                      18¢
                                                  2160.00
5" x 5" Greenieart
                        350 B.M.
                                       16¢
                                                    56.00
1" x 3" C/wd.
                       1100 B.M.
                                       14¢
                                                   154.00
1" x 4"
                       1100 B.M.
                                       14¢
                                                   154.00
1" x 5"
          11
                       1200
                                       14¢
                                                   168.00
1" x 6"
          11
                             17
                       1200
                                       14¢
                                                   168.00
1" x 8"
          Ħ
                        750
                                       14¢
                                                   105.00
1" x 6" T.& G.
                       9500
                                                  1330.00
Sand 20 tons at $3.50 per ton .....
                                                    70.00
Cement 250 sacks at $2.12 per sack
                                                   530,00
Stone 40 tons at $9.00 per ton
                                                   360.00
B.R.C. Fabric 2 rolls at $136.00 per roll
                                                   272.00
        500 los. at 22¢ per 1b.
                                                   110.00
Aluminium (corrugated) 2800 ft. at 54¢
                                                  1512.00
Guttering 290 ft. at $1.00
                                                   290.00
Plumbing and Sewerage
                                                   600.00
Glazing 1100 sq. ft. at 80¢
                                                   880.00
                                                   330.00
Electrical wiring
            16 to cwt. at $60.00
Zinc Paint
                                                   990.00
Tins and Dryens
                                                    80.00
Paint Oil 175 gallons at $4.50
                                                   787.00
Putty 1800 at 20¢
                                                   360.00
Hardware and Ironmongery
                                                   450.00
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Exhibits

NN.

Claim against Insurance Company

22nd December 1950 - continued.

Exhibits.

NN.

Transportation

450.00

Claim against Insurance Company

- continued.

1950

22nd December

Materials

\$ 18.228.50

Watchman 24 weeks at \$9.12 per week

218.88

Labour for painting, carpentry & masonry

9,800.00

\$ 28,247.38

And further I say not.

Wilfred E. Monasingh

Sworn to at Georgetown, Demerara, this 22nd day of December. 1950.

Stamp cancelled 36¢

before me

H.V.V.B.Gunning A Commissioner of Oaths to Affidavits.

L.M.F.CABRAL, M.A., B.C.L.(Oxon.) Barrister-at-law

Telephone: Central 501

"SOMERSET HOUSE", 5, Croal Street, Georgetown.

Cable Address: "Lloyal", Georgetown,

British Guiana.

British Guiana. 15th November, 1950.

Codes:

Bentley's A.B.C. 6th Edition.

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The Directors.

B.G.& Trinidad Mutual Fire Insurance Co. Ltd. 29, Robb & Hincks Streets,

Georgetown.

Dear Sirs.

WITHOUT PREJUDICE

I have been consulted by my client Mrs. Tola Teper, of lot 74 Anira Street, Queenstown, Georgetown, the owner of premises situate at lot 199 Regent Street, Lacytown, Georgetown, with reference to a fire which occurred on Monday 9th October, 1950, when a three-storey building on the premises was destroyed.

30

The said three-storey building was insured with your Company under Policies Nos. 29072 and 29946 for the sums of \$1,000:00 (one thousand dollars) and \$1,000:00 (one thousand dollars) respectively.

3. My client informs me that after the fire all the insurance policies were seized, among other documents, by the Police and have not been returned, and that as she did not peruse the policies, she was not aware that her claim should be delivered to the Directors of your Company within 14 days from the date of the fire. In addition, my client's husband Lejzor Teper, has been charged for arson in connection with the said fire.

Claim against Insurance Company

4. In the circumstances, I ask for an extension of time to the 30th day of November, 1950, for my client to supply you with all particulars necessary in respect of the said three-storey building.

22nd December 1950 - continued.

Exhibits

NN

5. I may point out that your Company was aware of the fire on the same day that it occurred, that your representatives visited the scene several times and I am sure you will agree that your Company has not been prejudiced by non-notice of claim.

Yours faithfully, L.M.F.CABRAL.

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L.M.F.Cabral, Esq., Barrister-at-law, 5, Croal Street, Stabroek.

23rd November 50.

Dear Sir.

Policies Nos. C.29072 and C.29946

The Directors have given consideration to your letter of the 15th instant and I am instructed to reply that they regret that they do not see their way to grant any extension of time for Mrs. Tola Teper to file her claim and do not waive any other right the Company might have under the terms of the policies in dealing with any claim that might be made.

Yours faithfully, G. CAMACHO, Secretary.

JHM: LE

Exhibits

INSTRUCTIONS REGARDING CLAIMS

NN.

Claim against Insurance Company

22nd December 1950 - continued.

The following particulars are required at the expense of the Assured : -

FOR BUILDINGS: -

- (1) An estimate under affidavit or declaration from a competent Carpenter or Contractor giving dimensions and prices of the work required to place the building in the same state of repair as before the fire. No contemplated improvements to be included in the estimate.
- (2) The value immediately before the fire of each of the buildings insured (exclusive of land), having regard to its condition and dilapidations.

FOR FURNITURE AND STOCK: -

- (1) List of articles damaged or destroyed.
- (2) Cost price of each, and when bought.
 - (3) Value of each at time of fire, after deductions for depreciation by past wear and tear. or by time in stock.
 - (4) Value of salvage.

FOR IMPLEMENTS: -

- (1) List of articles damaged or destroyed.
- (2) Cost price, and when bought.
- (3) Value at time of fire, after deductions for wear and tear.
- (4) Value of salvage, (if any).
- (5) Cost of repairing any that are not entirely destroyed.

FOR PRODUCE (say sugar, rice, etc.):-

- (1) Quantity destroyed, with market value at time of fire.
- (2) Amount realised by sale of debris (if any).
- (3) Quantity partially damaged, with estimate of the deterioration.
- (4) Value of the whole amount of produce on the premises at time of fire.
- (5) Value of produce belonging to others at time of fire.

LIVE STOCK: -

- (1) Market value at time of fire.
- (2) Value of hides and carcases.

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(3) Where the claim is for an animal killed by lightning, a certificate will be required from a veterinary surgeon, or other competent parties, to the effect that the animal died by direct lightning-stroke, and not by disease or by accident caused by fright.

Exhibits

NN.

Claim against Insurance Company

22nd December 1950 - continued.

SALVAGE (any of the property): -

The salvage should be protected from deterioration without removing the debris, until the claim is settled or permission is given by the Company for removal.

JJ - DUPLICATE OF ACCOUNT FROM M.GONSALVES LTD.

JJ

Exhibit "JJ"

Branch - SKELDON BERBICE

7a, Water Street, Georgetown. 3rd January 1951. Duplicate of account from M.Gonsalyes, Ltd.

Mr.L.Teper, 119 Regent Street, Lacytown.

3rd January, 1951.

Dr. to M.GONSALVES, LTD..

Duplicate

Wholesale & Retail

DRY GOODS WAREHOUSEMEN.

1950

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June 6 3 x 25 = 75 yds Fwd Crepe @ 98 73.50 Sizes 9-11-36 Prs.Chds.Y.

Shoes @ 75 27.00

" 12-1-18 Prs Chds Y

Shoes @ 81 14.58

" 2-8-32 Prs Woms Y Shoes

@ 92 29.44 144.52

30 9 7 x 30 = 210 yds Plaid @ 46 96.60

25 yds.fig Crepe

@ 98 24.50 121.10

15 $2 \times 40 = 80 \text{ yds denim } @ 77$

61.60 \$ 327.22

These are the first three purchases made from our wholesale Dept. 7A Water Street by Mr.L.Teper for 119 Regent Street.

M.Gonsalves, Ltd. J.J.Thomas Secretary 3/1/51.

ON APPEAL

FROM THE SUPREME COURT OF BRITISH GUIANA

BETWEE N

LEJZOR TEPER

Appellant

- and -

THE KING

Respondent

RECORD OF PROCEEDINGS

Hy. S.L. POLAK & CO., 20 & 21, Took's Court, Cursitor Street, London, E.C.4. BURCHELLS, 9/10, King's Bench Walk, Temple, London, E.C.4.