9 Judgment 19. 1970

No. 23 of 1968

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

ON APPEAL FROM
THE FEDERAL COURT OF MALAYSIA
HOLDEN AT KUALA LUMPUR

B E T W E E N :

LEONG BEE & CO. (suing as a firm)	Appellants (Plaintiffs)
- and -	
LING NAM RUBBER WORKS (sued as a firm)	Respondents (Defendants)

RECORD OF PROCEEDINGS

PARKER GARRETT & CO.,
St. Michael's Rectory,
Cornhill,
London, E.C.3.
Solicitors for the
Appellants

STEPHENSON HARWOOD & TATHAM,
Saddlers Hall,
Gutter Lane,
Cheapside, London, E.C.2.
Solicitors for the
Respondents

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RECORD OF PROCEEDINGS

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- and -

LING NAM RUBBER WORKS (sued as a firm) — Respondents (Defendants)

RECORD OF PROCEEDINGS

In the High Court in Malaya at Johore Bahru

No. 1

Writ of Summons 18th April 1964.

No. 1

WRIT OF SUMMONS

IN THE HIGH COURT IN MALAYA AT JOHORE BAHRU

Civil Suit No. 67 of 1964.

Between

Leong Bee & Co.
(Suing as a firm) — Plaintiffs

And

Ling Nam Rubber Works
(sued as a firm) — Defendants

Dato Syed Sheh Barakhah, D.P.M.K., P.S.B., Chief Justice in Malaya in the name and on behalf of His Majesty the Yang di-Pertuan Agong.

In the High Court in Malaya at Johore Bahru

No. 1

Writ of Summons 18th April 1964. (continued)

To :-

Ling Nam Rubber Works (sued as a firm),
73-79 Jalan Scudai,
Tampoi, Johore Bahru.

WE COMMAND you, that within Eight days after the service of this Writ on you, inclusive of the day of such service, you do cause an appearance to be entered for you in an action at the suit of Leong Bee & Co., a firm trading at 85-A, Jalan Scudai, Tampoi, Johore Bahru.

AND TAKE NOTICE that in default of your so doing the Plaintiffs may proceed therein and judgment may be given in your absence.

WITNESS, Rajah Aziah Shah, Registrar of the High Court in Malaya, the 18th day of April, 1964.

(L.S.) Sgd. V.R.T. Rangam

Sgd. Donaldson & Burkinshaw
Plaintiffs' Solicitors

Assistant Registrar, High Court, Johore Bahru.

N.B. - This Writ is to be served within twelve months from the date thereof, or, if renewed, within six months from the date of the last renewal, including the day of such date and not afterwards.

The Defendant (or Defendants) may appear hereto by entering an appearance (or appearances) either personally or by Solicitor, at the Registry of the High Court at Johore Bahru.

A Defendant appearing personally may, if he desires, enter his appearance by post, and the appropriate forms may be obtained by sending a Postal Order of $3.00 with an addressed envelope to the Assistant Registrar of the High Court at Johore Bahru.

The Plaintiffs' claim is for damages for injury to the Plaintiffs' land and property from fire escaping from the Defendants' premises

No. 1
Writ of Summons
18th April 1964.
(continued)

or alternatively by the negligence of the Defendants, their servants or agents.

Sgd. Donaldson & Burkinshaw

This Writ was issued by Donaldson & Burkinshaw, whose address for service is 3F-G, Third Floor, Foh Chong Building, Jalan Ibrahim, Johore Bahru, Solicitors for the said Plaintiffs trading at 85-A, Jalan Scudai Tampoi, Johore Bahru.

The Writ was served by me at
on the Defendant
on the day of 19
at the hour of

Indorsed the day of 19

(Signed)

(Address)

NOTICE

TAKE NOTICE that the Writ served herewith is served on you as the person having the management or control of the defendants business or work.

Dated this 18th day of April, 1964.

Sgd. Donaldson & Burkinshaw

Plaintiffs' Solicitors.

No. 2

STATEMENT OF CLAIM.

No. 2
Statement of Claim.
15th April 1964.

1. The Plaintiffs are the owners and occupiers of a shophouse and premises situate on the site of premises 85-A, Jalan Scudai, Tampoi, Johore Bahru. The Defendants are the occupiers of the premises adjacent thereto being the former site of premises 73, 75, 77 and 79 Jalan Scudai, Tampoi, Johore Bahru .

In the High Court in Malaya at Johore Bahru

No. 2

Statement of Claim. 15th April 1964. (continued)

2. On or about the 2nd day of February, 1964, the Plaintiffs' said premises were destroyed by fire.

3. The said fire which has started on the Defendants' premises, escaped therefrom then spread to and destroyed the Plaintiffs' said premises. Fire is a dangerous thing and the Defendants' are liable to the Plaintiffs for the aforesaid damage caused by the escape of the fire as aforesaid.

4. Further or in the alternative, the Defendants their servants or agents had negligently caused the said fire or alternatively negligently failed to extinguish the said fire or to prevent the same from spreading to and damaging the Plaintiffs' said premises.

PARTICULARS OF NEGLIGENCE

(i) Permitting the Defendants' said premises to fall into a state of disrepair thus rendering it a fire hazard;

(ii) Permitting large quantities of debris and oil slicks to be accumulated on the Defendants' said premises so as to render the spread of a fire to be immediate and unavoidable;

(iii) Failing to take any or any proper precautions to deal with a fire if such should arise;

(iv) Failing to raise an alarm upon the fire being started so as to enable the spread of it to be efficiently checked;

(v) Failing to take any or any proper steps to prevent the spread of the said fire.

5. The Plaintiffs have been put to loss and expense and suffered damage as a result of the said fire.

PARTICULARS OF SPECIAL DAMAGE

Fees for Survey Report by Messrs. Herring & Co. of 24, The Arcade,

Singapore, for assessment of loss suffered by the Plaintiffs as a result of fire $2,000/-.

And the Plaintiffs claim damages and costs.

Dated and Delivered this 15th day of April, 1964.

Sgd. Donaldson & Burkinshaw

SOLICITORS FOR THE PLAINTIFFS

In the High Court in Malaya at Johore Bahru

No. 2

Statement of Claim. 15th April 1964. (continued)

NOTE:

In Court, Plaintiffs added another particular of negligence -

(i)(a) Permitting the defendants' said premises to be used as a factory for the manufacture of rubber goods and storage of rubber sheets and other combustible substances, a purpose for which it was not intended or suited.

See line D, page 57 - Notes of Evidence

No. 3

STATEMENT OF DEFENCE

No. 3

Statement of Defence 23rd May 1964.

1. The Defendants admit paragraph 1 of the Statement of Claim.

2. Save that there was a fire on or about the 2nd day of February, 1964 at Jalan Scudai, Tampoi, Johore Bahru, the Defendants deny the allegations contained in paragraphs 2 and 3 of the Statement of Claim.

3. As to paragraph 4 of the Statement of Claim, the Defendants deny that they or any of their servants or agents was negligent as alleged or at all.

4. The Defendants deny that the said fire was caused by the alleged or any negligence on the part of the Defendants or any of their

In the High Court in Malaya At Johore Bahru

No. 3

Statement of Defence 23rd May 1964. (continued)

servants or agents.

5. The Defendants deny all the particulars of negligence alleged against them contained in sub-paragraphs (i), (ii) (iii) (iv) and (v) of paragraph 4.

6. The Defendants deny all and every the allegations contained in paragraph 5 of the Statement of Claim.

7. Save as hereinbefore expressly admitted the Defendants deny each and every allegation contained in the Statement of Claim herein as if the same were set out seriatim and specifically traversed.

Dated and delivered this 23rd day of May, 1964.

Sd. Drew & Napier
Solicitors for the Defendant.

To:

The abovenamed Plaintiffs and/or their solicitors Messrs. Donaldson & Burkinshaw, Nos. 3F and 3G, 3rd Floor, Foh Chong Building, Jalan Ibrahim, Johore Bahru.

Filed at Johore Bahru this 23rd day of May, 1964.

Sd. V.R.T. RANGAM
Assistant Registrar,
Supreme Court, Johore Bahru.

No. 4

Notes of Evidence 1st March 1966

No. 4

NOTES OF EVIDENCE

In Open Court

Coram: Dato' Azmi J. This 1st March, 1966.

C.S. Wu for Plaintiffs

T.G. Sim and C.S. Tay for Defendants

Wu: Fire on morning of 2.2.64 at Jalan Scudai.

Defendants - rubber factory.

Plaintiffs - dealers in motor car spare parts.

Premises adjoined each other.

Fire started on Defendants' premises - spread on to Plaintiffs' premises - causing lots of damage.

Plaintiffs' claim:

1) Negligence.

2) Nuisance.

3) Rules of Rylands v. Fletcher.

Particulars of Negligence - see page 2 of Pleadings.

First 3 particulars also particulars of nuisance.

Plaintiffs need not specifically plead on nuisance if based on same facts.

Overseas Tankship v. Morts Dock (1961) 1 All E.R. 404 page 416 - Footnote (54).

We rely on nuisance, though not specifically pleaded.

We have no evidence to say if we could rely on nuisance or Rylands v. Fletcher because we do not know facts.

Damages - Special damages - assessors' fee.

General damages:

1) damage to stock in trade and premises.

2) Loss of profit suffered by Plaintiffs during period immediately following fire.

In the High Court in Malaya at Johore Bahru

No. 4

Notes of Evidence 1st March 1966 (continued)

Claim based on nuisance -

Halsbury Vol. 28 3rd Edn. page 129 - para. 161. injuria - Violation by act.

We have to prove "injuria".

Clerk & Lindsell on "Torts" - 12th Edn. page 647 - para. 1230.

Inevitable accident.

If there was nuisance in Defendants' premises and as result we suffer loss, no good for Defendants to say it was inevitable.

I say the Fires Prevention (Metropolis) Act 1774 applies to us.

Cases on Nuisance.

1) Spicer & Anor. v. Smee (1946) 1 All E.R.489 read headnotes.

Passage at page 491, para.D - "The plaintiffs' case ....."

Here it was alleged nuisance:

1) failure to keep bungalow in safe condition;

2) failure to keep electric installation in safe and proper condition.

Para E.

Page 493 - D - "On these facts....." up to E "to wit, fire".

Refer particularly to passage from there "I am satisfied.....to wit, fire."

2) Wringe v. Cohen (1939) 4 All. E.R. 241.

Passage at 253 - H - 4 lines from bottom up to page 254.

Result of collapse of roof - and not fire.

I submit principle same.

I say premises are badly maintained. If filth and combustible substances are permitted to collect and accumulate - literally fire hazard. Once a place is rendered fire hazard - starts easily and once started spreads easily.

Claim on Negligence

We cannot establish cause of fire.

Official report says it cannot find cause of fire.

Spreading of fire to our premises is directly due to Defendants' part.

Clerk & Lindsell's Tort page 711 - article 1333 "Fire caused by intention or negligence".

Read para. 1333.

" " 1334.

Refer Musgrove v. Pandelis (1919) 2 K.B. 43 page 48 (3 lines from top) "The other point.....and I agree with him."

Job Edwards Ltd. v. The Company of Proprietors of the Birmingham Navigations (1924) 1 K.B. 341.

Dissenting judgment of Scrutton L.J. p.353.

P. 360 - "My conclusion..... investigated" (at page 362).

House of Lords preferred Scrutton L.J.'s judgment - see Sedlleigh-Denfeld v. O'Callaghan & Ors. (1940) A.C. 880 page 892 - last para. "The case, however.....and see not C" (Page 893).

page 894, "but for my part.....1937, p.476."

Herrington v. Ironbridge Metal Works (1952) 2 All E.R. 1101.

Read headnotes.

In the High Court in Malaya at Johore Bahru

No. 4

Notes of Evidence 1st March 1966 (continued)

Held: (iv) "there was a duty on the defendants not to have their factory in the dangerous condition in which it was, and they knew or ought to have known (a) that by lack of reasonable care they were creating and maintaining exceptional and serious risks of fire and explosion in the factory, (b) that by reason of such risks a fire was likely to occur, (c) that, if a fire did occur, members of the fire service were likely to enter the premises to deal with it in the course of their duty, and (d) that, if firemen entered the premises to deal with the fire, they would be exposed to an exceptional and serious risk of being injured by explosion, and, therefore, their duty not to have their factory in that dangerous condition was a duty which the defendants owed towards the firemen and they were liable to the plaintiff in damages."

Hallett, J. at page 1105 para. C - D puts 4 questions to himself as follows:

(i) Did the first and second defendants know, or

(ii) ought they to have known, (a) that by lack of reasonable care they were creating and maintaining exceptional and serious risks of fire and explosion in their factory; (b) that, by reason of such exceptional and serious risks of fire, a fire was likely to occur;

Hallett J's para. (c) and (d) do not apply to us, but I would substitute his para. (c) and (d) with my own as follows:

(c) that if fire did occur, in view of condition of building and abundance of combustible substances stored therein, fire would spread readily and speedily;

(d) that if fire did spread, there was an overwhelming possibility that it would reach neighbours' adjoining property and cause damage to the neighbours.

If all above 4 questions can be answered in the affirmative, I say we would succeed on negligence

The defence denied everything.

Only admission is that there was a fire.

With reference to documents, for some reason we could not agree to an Agreed Bundle.

Sd. Azmi.

Short adjournment.

Sd. Azmi.

Counsel as before.

Wu calls:

P.W.1 Rajasingam Doraisamy Amarasingham a/s in English:

Living at 1252 Jalan Changkat, Petaling Jaya, Kuala Lumpur.

Ag. Senior Chemist of Chemistry Department, Kuala Lumpur.

On 3.2.1964 I went to premises belonging to the Defendants at Scudai. I investigated the matter and as a result I made a report. I now produce a certified copy of my report. (Marked Ex. P.1)

The photographs were taken by a member of my staff on my directions.

I made the sketch plan attached to P.1 (marked Ex. P.1A)

The second-hand dealers' shop (i.e. Plaintiffs' shop) completely burnt.

On sketch "Front" - facing road.

The plan only shows the part of the building - rubber factory - where fire was most intense.

The second-hand dealers' shop referred in my report is on left side of the premises shown in plan (now marked with a cross in red pencil). Area with dotted line is F-1.

In the High Court in Malaya at Johore Bahru

No. 4
Notes of Evidence

Plaintiffs Evidence

4(i) P.W.1. Rajasingam Doraisamy Amarasingham Examined (continued)

The premises seen with standing pillar to left of F-1 is the Defendants' premises.

2nd page of report - 'The door bolt was in a "closed" position indicating that the door to the enclosed area in this portion of the building was locked at the time of the fire.' By "locked" in that line I meant a bolt was "on", i.e. shut. The door was shut.

No difficulty in getting into the room.

The bolt in respect of door leading to premises illustrated in the sketch from another part of the premises is on.

My conclusion fire started from the portion marked with white dotted line in Photo F-1.

In my opinion fire started from the spot I marked because of evidence of damage, pattern of burning and also from eyewitness's account.

(Shown a sketch plan in a fire report made by another person and marked Ex. P.2 - sketch marked Ex. P.2A). I now mark in red pencil on Ex. P.2A the spot where in my opinion fire started.

I was unable to find out the cause of the fire. I was asked to establish cause of fire.

Normally to know cause of fire I generally tried to find out where it started.

I am satisfied where it started, i.e. part marked in photo F-1 and plan P. 2A.

I was trying to find out if fire was caused by chemical. The rest up to Police and Fire Brigade and National Electricity Board.

Things I mentioned in my para. 3 were found by me in the area shown in my sketch P.1A. My investigation was confined to that area.

I examined the whole factory and also

neighbouring premises.

"Processed rubber slabs" could provide fuel for fire once fire started. So also rubber goods. The organic chemicals but not the non-organic ones. Black oil is something like cylinder oil.

Sd. Azmi.

1 p.m.

Adjourned to 2.30 p.m. Sd. Azmi.

2.30 p.m.

In the High Court in Malaya at Johore Bahru

No. 4

Notes of Evidence

Plaintiffs Evidence

4(i) P.W.1. Rajasingam Doraisamy Amarasingham Examined. (continued)

P.W.1. Rajasingam Doraisamy Amarasingham (on former affirmation) :

Cross-examined

Cross-Examined by Sim :-

I had a look at the next premises to the left of second-hand dealers' premises.

I saw the manner in which the burning of both premises took place.

Most area of rubber factory had burnt down.

The pillars in the second-hand dealers' mostly intact, i.e. they were not burnt down.

I did not consider to go into detail as to second-hand dealers' shop.

I went over all the two premises and finally I decided that the fire started from the Defendants' premises and at a particular spot I made a detailed investigation.

In my opinion the fire could not have started at the Plaintiffs' premises because in the boundary of the two premises some of the pillars were still standing and the charring and ashing of the pillars facing the rubber factory was more intense.

I did not make a report on the Plaintiffs' premises

In the High Court in Malaya at Johore Bahru

No. 4

Notes of Evidence Plaintiffs Evidence

4(i) P.W.1. Rajasingam Doraisamy Amarasingham

Cross-Examined (continued)

There were also wooden things like tables, etc., on the premises.

Q. Do you agree that the processed rubber takes a long time to burn?

A. It depends on the degree of the heat. None of the things I mentioned in para.2 of my report could burn by themselves.

Sd. Azmi.

Re-Examined

Re-Examined by Wu:

Rubber "cement" in a container, if placed near intense heat, may explode.

I took only two tins for analysis but there were still more on the premises.

Sd. Azmi.

To Court:

The rubber "cement" was intact when I found it.

The "Cement" is a kind of gum to stick two pieces of rubber together. It contains petroleum products.

Sd. Azmi.

Witness released with consent of both Counsel.

Sd. Azmi.

4(ii) P.W.2. Yeow Tuck Onn Examined.

P.W.2 Yeow Tuck Onn a/s in English.

Living at No. 2 Jalan Larkin, Johore Bahru.

Electrical Inspector, South, of the National Electricity Board.

On instruction I inspected the premises of 73, 75, 77 and 79 Jalan Scudai, Tampoi.

I was not informed of the fire that took

place on the premises.

I knew that from the report sent by the Police to the National Electricity Board with copy to the Chief Inspector of Electricity.

On 7.9.65 the Chief Inspector wrote this letter to Messrs. Donaldson & Burkinshaw (produced and marked Ex. P.3.)

This letter says the fire was not caused by electric faults in the wiring or equipment on the premises. This was based on the report by an officer of National Electricity Board. The Inspectorate is an independent department. The report of National Electricity Board was based on investigation made by this officer.

The National Electricity Board would normally call us to inspect any premises only if they thought the fire was caused by an electric fault.

I have got a report made by the National Electricity Board engineer.

(With agreement of Mr. Sim, photostat copy of report is put in and marked Ex. P.4)

I have been 6 years as electrical Inspector.

Para. 2 of Ex. P.4 - the fire did not start from switch board.

Fire could start from sparks caused by short circuits when there is a broken insulation or bad contacts.

"Conduit" means metal or galvanised iron tube.

No possibility of damage to the installation.

Sd. Azmi.

In the High Court in Malaya at Johore Bahru

No. 4

Notes of Evidence

Plaintiffs Evidence

4(ii) P.W.2. Yeow Tuck Onn Cross-Examined.

Cross-Examined by Sim:

I cannot say from Ex. P.4 (report) that the condition of the installation was good. I can say if it was so, if I saw it.

That report indicates that the fire was not caused by electrical fault and that the wiring was in order.

Sd. Azmi.

4(iii) P.W.3. Johari bin Haji Joffri. Examined.

P.W.3. Johari bin Haji Joffri a/s in English.

Acting Divisional Fire Officer stationed at Muar. 10

In February, 1964, I was the Acting Divisional Officer, South, which includes Johore Bahru. I have been 31 years in the Fire Brigade. There was a fire on premises No. 73, 75, 77 and 79, 85A and 71, Jalan Scudai, Tampoi.

I was then in charge of Operations at Johore. Bahru Fire Station.

The first alarm in respect of this fire was received at 5.30 a.m. Engine was despatched at 5.31 a.m. 20

I was in the second engine.

The first engine arrived at the scene at 5.35 a.m. My engine arrived at 5.44 a.m.

Ex. P.2 is my Department's report of the fire.

I signed it.

It was made after a thorough investigation of the fire had been made. I was in charge of the investigation. 30

Ref. para. 6 page 5. When I arrived three-quarters of rubber factory and more than half of the second-hand dealers' shop had been involved.

The shaded part of the building was burnt out when 1st engine arrived at about 5.35 am.

When the fire died out both buildings were burnt down except for some pillars still standing.

When I arrived the fire spread to the parts marked in red lines on P.2A.

In my opinion when I arrived at 5.44 a.m. the fire had started about an hour previously - i.e. first when it started as a small fire, and it had been burning vigorously for about half an hour. By that time the fire had got out of control.

These premises may be described at "B" premises, i.e. semi-permanent buildings.

In my view the fire had spread over the whole or substantial portion of the floor before it got to the roof. The house was a factory - no resident except for a watchman, perhaps.

Some buildings are classified as fire hazards. Such are factories contained combustible materials.

These premises are fire hazards because that kind of business - manufacture of rubber goods - should be in a permanent, i.e. brick or stone building. A fire in a permanent building will spread slower.

We advise the Town Council about safety fixtures against fire, but I cannot say if we are consulted in all cases.

Chop Eng Joo - see page 3 - No. 71.

From the record no alarm was received by the Fire Station from the watchman of the factory premises. When I got to scene he was there. He was an Indian. (Identified Tufani s/o Parad Bart). He appeared excited - he could hardly speak, but he helped me in saving a van in the factory.

Para 4 - preventing from spreading to

In the High Court in Malaya at Johore Bahru

No.4

Notes of Evidence

Plaintiffs Evidence

4(iii) P.W.3. Johari bin Haji Joffri. Examined. (continued)

other buildings - this is according to standard procedure.

In my opinion it would not be possible to contain the fire within the rubber factory because the materials kept in the premises and second-hand dealers are all of inflammable nature.

Premises 71A is also semi-permanent building.

The second-hand dealers dealt in flammable goods. They greased their goods. 10

After fire I found that rubber sheets were stocked in the premises. When rubber sheets burn, they give lot of smoke and also strong smell.

Para 7 of Particulars - page 5.

I was talking of the factory in this para.

Para. 7(a) - reference to building.

7(b) - refer to inside of premises.

I made these observations as result of my investigations. 20

From this I gave my opinion that the fire spread on the ground level.

If the place is maintained properly and kept clean, free from oil and refuse, when a fire starts it would not be easy to spread and it would be easier to extinguish the fire.

If the floor of the premises was spotlessly clean and without oil, then if anything had caught fire, it would have burnt itself out without spreading. 30

I could not determine the cause of the fire.

In my view the fire started at the rubber factory - see page 1 of my report.

I did not see the report from National Electricity Board.

Paragraph 9 at page 5 - I got the figures from the occupants of the premises.

Para. 9(c) - Premises 85-A - estimated loss - $106,000.

(a) + (b) - loss = $82,891.63.

There was steady wind that morning. I was ordinary condition. The spread of the fire was not affected by the wind.

Sd. Azmi.

4.30 p.m.

Adjourned to 9.30 a.m. tomorrow

Sd. Azmi.

2nd March, 1966.

Counsel as before.

Wu asks for leave to further examine P.W.3.

P.W.3. Johari bin Haji Joffri on former affirmation;

Examined by Wu: From my investigations I found one fire extinguisher on the premises of the rubber factory. It was damaged by fire and I could not say if it was working and in order. I can say it had not been used. No other fire fighting equipments on the premises.

I found lorry's tyres on the second-hand dealers' premises - not inside but outside. They were nearly six stacked up - used tyres. There were not burnt or damaged by the fire.

Some of the goods in this house were combustible i.e.

1) Lubricating oil or grease on the spare parts they were selling.

The parts themselves were not combustible - only the grease smeared on them. The spare parts were made of metal.

In the High Court in Malaya at Johore Bahru

No.4

Notes of Evidence

Plaintiffs Evidence

4(iii) P.W.3. Johari bin Haji Joffri Examination. (continued)

(Put in a document marked Exhibit P.5)

Q. From page 5 to page 21 is a list of stock kept in the Plaintiffs' (spare part dealers).

Could you please go through the list and say if any of those items is by itself combustible?

A. At page 5 - Land Rover Cushion Seat.

At page 7 - 35070 oil seal - the leather line of the container.

- Ford Engine Mounting Rubber
page 8 - Brake Flexible Pipe - of rubber
- Brake Pump Rubber.

Reading quickly, those things are all I found in the list which are combustible. Most of the items in the list are not combustible.

Sd. Azmi.

Cross-Examined

Cross-Examined by Sim:

Report P.2 was made by me.

Inche Mohd. b. Saat did not assist me in making this report.

I left the scene of incident at 10.30 a.m. I was about 4 hours there.

I went back again in the afternoon and next day.

Plaintiffs' building was made of wood, i.e. Wall and pillars of wood, corrugated iron roof, cement floor.

Floor area is 60' by 25'.

Building divided into 3 compartments - roughly of the same sizes. Walls of rooms made of wood.

The back room appeared to be the living

room plus kitchen.

I cannot remember if there was a bed.

The second room is the store room where the goods were kept and front part is the business room. There was great quantity of goods. There were second-hand goods and also new ones.

I know a lot about spare parts of motor vehicles. I am in charge of about 25 fire engines. I can say by looking if a spare part is new or second-hand.

The two rooms were fully stocked with spare parts.

(Shown photograph and marked Ex. D.6)

When I first saw the second-hand dealers' shop there were more goods in it than shown in Ex. D.6.

I cannot say if some of the goods had been removed.

All the other buildings in the place are semi-permanent.

Ling Nam's back wall is of bricks but not of wood and roof also of corrugated iron.

Three types of building from fire hazard point of view:

A. - permanent building of bricks.

B. - Brick pillars but wooden walls and cement floor.

C. - All wood and no cement floor.

Plaintiffs' and Defendants' buildings and No. 71A are of Class B.

They are all fire hazards.

It is dangerous to allow the manufacture of rubber things on such premises.

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Plaintiffs Evidence

4(iii) P.W.3. Johari bin Haji Joffri Cross-Examined (continued)

There are many semi-permanent buildings used as factories. All fire hazards if goods stored in them are combustible.

In my report I said the fire started from defendants' building.

(Witness marked a spot on plan with a circle).

In my view that was where the fire originated.

Reasons: After the fire I found that there was intense heat on that spot more than anywhere else. 10

2) There was generator on that spot.

The generator was used in the manufacture of things. It is some kind of machine. It was placed on a brick platform. The heat here was very intense. The rubber sheets round this machine were most destroyed by the fire. The sheets melted. The rubber goods at other parts of the building were only partly destroyed. 20

In my report I said I did not know what caused fire, but I suggested two possible causes:

(1) burning cigarette ends left by the employees,

(2) electrical short circuit.

I was only guessing.

Page 7 of particulars in Ex. P.2. By "Type of building" I meant all the buildings shown in the plan. 30

By "chuai di-betolkan" I mean "these buildings were not built according to the bye-laws. They are fire hazards."

In my opinion the Town Council should not have allowed such buildings to be used for that purpose.

Sd. Azmi.

Short adjournment. Sd. Azmi.

11.45 a.m.

P.W.3 Johari b. Haji Joffri on former affirmation:

Cross-Examined by Sim:

I cannot say if either Plaintiffs' or Defendants' premises were in good repair or otherwise before the fire.

I never visited the Plaintiffs' premises before the fire.

7(b) of Particulars - page 5 of Ex. D.2.

"(b) Jenis usaha - Banyak kutor2 seperti minyak2 dan lain2 yang di-tinggalkan lama dengan tidak berchuchi."

I saw the condition after the fire. I cannot say if the Defendants' premises were dirty before the fire.

When I first arrived there I noticed there was steady breeze. This area is near the sea - about half a mile from Straits of Johore.

To left of the circle I put on plan -lot of destruction. To its right very little destruction.

Q. Can you explain why?

A. To the left - portion badly burnt, there were combustible things such as rubber sheets and other materials for making shoes or slippers. There were lots of combustible things placed in the house No. 73.

(Witness marked the spot)

But the area from where I say fire started had more.

The part to extreme left of the house is house No. 73. Then there were machines - no rubber sheets.

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Plaintiffs Evidence

4(iii) P.W.3. Johari bin Haji Joffri. Cross-examined (continued)

The spread of the fire to that part was slow because of absence of combustible things in that part.

The spreading of the fire had nothing to do with the wind.

Rubber factory about 25 feet high. No.71A is about 35-40 feet. The spare parts dealers' building is about 25 ft.

Q. Why did you say fire started from the floor?

A. Fire started as a small fire and spread along floor because of the combustibles.

I don't know if the electric wire was connected from Plaintiffs' to Defendants' house. I saw remains of electric wires in both premises.

(Shown 4 fire extinguishers and marked Ex. D.7A. 7B, 7C and 7D).

These fire extinguishers have been burnt.

D. 7A - top has been burnt. I say D.7A was not used. If used the acid glass seal would have broken and remained inside. One must hold it with hands to use it.

This can be used when user is as far as 25 feet away.

These things must be about at least 25 minutes on the fire.

Fire extinguishers are useful only at the first stage of the fire.

Sd. Azmi.

1 p.m.

Adjourned to 2.30 p.m.

Sd. Azmi.

2.35 p.m.

Counsel as before.

P.W.3. Johari b. Haji Joffri on former affirmation:

Cross-Examined by Sim:

I saw some tyres some distance away from Plaintiffs' house to the left of the house. (Marked spot with an X.)

I saw them after we had put out the fire.

I entered Plaintiffs' premises and I found spare parts of motor vehicles in front of portion of barrel with grease in it - barrel without top. I cannot remember how many barrels now. More than one but none of them full. Barrels were 4 gallon containers.

Tyres had no sign of having been burnt or scorched. Barrels were broken and scattered but no sign of having been burned. There were some spare parts near the barrels. The intense heat left marks on the spare parts but not on the grease in the barrel.

I did not come across any petrol. I did not find any trace of burnt tyres.

I came across the tyres between 9 a.m. - 10 a.m. before I left the place.

(Referred to page 18 of the list of goods in Ex. P.5.)

At page 12 of the list, these are combustible. Cap Mounting Rubber, Steering Rubber Mounting.

Petrol is highly combustible.

Sd. Azmi.

Re-Examined by Wu:

I have attended almost about 1,000 fires.

The principal causes of fire are:

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4(iii) P.W.3. Johari bin Haji Joffri. Cross-examined (continued)

Re-Examined.

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4(iii) P.W.3. Johari bin Haji Joffri. Re-Examined (continued)

1) Matches;

2) burning cigarette ends;

3) short circuits.

A lighted cigarette end if thrown into combustible material would burn the material. It would take as long as 10 to 12 hours for the flame to be created. Most of the time the fire would be only smouldering.

From experience I have come across a fire caused by a spark coming into contact with a pile of rubber, starting a smoulder and after several hours a flame was created.

In photo P-7 can be seen a machine I called a generator.

(Shown a sketch and marked Ex. P.8.)

This shows the plan of Plaintiffs' building.

The kitchen is an out-house and not part of main building.

Most of combustible things were stocked on left side of the Defendants' premises. And also elsewhere but not much. By combustible substances I meant rubber materials and canvas for making shoes.

From the list of goods there were few things that were combustible.

Q. In view of the classification of contents of Plaintiffs' premises, do you still say that if alarms had been given earlier and the fire engines arrived, say, 20 - 30 minutes earlier, you still could not stop the spread of fire to the Plaintiffs' premises?

A. I still say I would not be able to stop the spread.

I could have checked the spread if we could have poured in lots of water in Plaintiffs' premises.

We managed to check the spread to premises No. 71A.

After the fire I examined the premises.

From my examination of the gutted factory premises after the fire I say that the premises had not been tidily kept before the fire.

I would expect to find rubber odds and ends in a rubber factory. If such odd pieces were partly destroyed by fire, I should be able to identify them.

I saw molten rubber all over the place.

I saw patches of oil (kotor saperti minyak) on floor round the machine. I saw them after the fire. That is what I meant by saying the premises were not kept clean.

More than one machine but cannot say how many. The machines were found in various parts of the buildings. Around these machines I found patches of oil on the floor.

The caps of fire extinguishers like D.7A and D.7B were not removed before they are used.

Quite wrong to say that the absence of caps of D.7A and D.7B indicate they have been used.

When I said the motor vehicles spare parts were burnt, they were charred like Ex. D.7A and D.7B. I cannot find any evidence to show that the fire started from Plaintiffs' premises.

It is the usual way to find where the fire started by finding where there had been the most intense heat.

The fire in my opinion started from floor and not at the roof. I based it from debris on the floor.

Sd. Azmi.

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4(iii) P.W.3. Johari bin Haji Joffri. Re-examined (continued)

By Sim (through Court):

7(b) - refers to both Plaintiffs' and Defendants' buildings, but in reference to Plaintiffs' building only in reference to 5-foot way.

Sd. Azmi.

By Wu (through Court):

But 5-foot way of Plaintiffs' building not burnt.

Sd. Azmi.

4(iv) P.W.4. Frederick Jones Examined.

P.W.4. Frederick Jones a/s in English:

Living at 36E, Windsor Drive, Singapore.

Occupation - Surveyor and Loss Assessor.

Licensed Appraisers. Director of Herring & Co. who are licensed Appraisers, Cargo Surveyors, Fire & Loss Assessors.

I have been a licensed Appraiser for 28 years and I have been practising same business all these years.

My firm has done fire loss assessment for Insurance Companies. I myself do the work. I am principal fire and loss assessor.

On instructions from Donaldson & Burkinshaw I travelled to Tampoi, Johore Bahru, to assess fire loss suffered by Plaintiff Co. arising from shop house gutted by fire on 10th February, 1964. I prepared a full report - Ex. P.5. is my report.

Para. 4 of my report at page 2 - I got information re debris and oil slicks from Fire report.

I spent 5 full days at the Plaintiffs' premises to go into the item, I had 4 men with me to go through the stock. A full day means from 9 a.m. until 4.30 or 5 p.m. - with one hour

break for lunch.

We examined every single item.

I took about 3 days to make a report.

I billed Plaintiffs $2,000/- for work I did. I have been paid that sum.

The stock list was provided by Plaintiffs. My men and I went through list and checked with the items.

The list was prepared for the Income Tax returns about two months before fire.

For valuation of motor spares I had Mr. O. Hogan's assistance (identified Oswald Hogan). I sought him.

He had been about 30 years in the second-hand motor trade.

I had used him before in my work.

I used the standard method in assessing this matter.

If asked by insurance company to assess fire loss, I would have approached the matter in same fashion.

To Court: The figures were suggested by Plaintiffs but were vetted by Mr. Hogan.

Sd. Azmi.

By Wu: The goods on Plaintiffs' premises are not fire hazards. Rubber things are hazards and carry special premiums for insurance purposes.

Cross-Examined by Sim :

Cross-examined

They were second-hand goods when I saw them.

I was there 5 days.

Most of the goods were second-hand but may be a few new ones. They are cannibalized parts,

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4(iv) P.W.4. Frederick Jones Cross-examined (continued)

i.e. they bought second-hand cars and took the parts.

I received the original list from the Plaintiff and so far as I know every item in the list appears in my report.

(Original list marked Ex. D.9 in Chinese)

Sd. Azmi.

4.30 p.m.

Adjourned to 10 a.m. tomorrow.

Sd. Azmi.

3rd March, 1966

Counsel as before.

P.W.4. Frederick Jones (on former affirmation):

Cross-Examined by Sim:

I have no paper qualification but experience of many years.

I have done marine, ships survey.

No previous experience of valuation of second-hand goods. I have never done valuation of second hand goods.

The valuation of all the goods in this case was done by Mr. Hogan.

He is not a member of the firm. I employed him to do the valuation.

I visited the house on 10th February.

(Shown Exhibit D.6.)

The place had been cleaned up when I saw it. The goods had been taken out.

The work bench was about size of the Counsels' table and width about 1½ wider (i.e. 15' long and 3' wide).

I saw only one table in the office. I cannot say if it is one of 3 mentioned in the list.

The Plaintiffs gave us the information as to contents of the building.

The table I saw was 3' x 2'.

I saw the 3 wolf grinders and the battery charger.

I did not see the rest - I relied on information I got from Plaintiffs.

I valued the battery charger from reference to the agent.

"1 Iron Safe" - still there - badly rusted and burnt.

I cannot say its size. It was an old safe. We checked the value.

Every figure in the list was given by Plaintiffs.

I did not see the rest of the things in the list at page 3.

We have to accept the honesty of the Plaintiffs as we do with insured people.

The vehicle spare parts, so far as I know, were taken from old vehicles.

Some of these things are mere scrap.

Every item was checked and examined by one of my men - except the missing ones.

I suggest to Counsel that an inquiry will be held by Asst. Registrar as to valuation of these articles.

Sd. Azmi.

Re-Examined

Re-Examined by Wu:

Pages 5-21 - contain itemised list of the stock. Every single item was checked by my men. That is why it took 5 days to do the assessment.

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Plaintiffs Evidence

4(iv) P.W.4. Frederick Jones Re-Examined (continued)

There are 4 or 5 fire assessors including my firm.

The 40 tyres - not damaged at all. The valuation given by the Plaintiffs seem reasonable.

Sd. Azmi.

By Sim through Court:

Item "Transfer Box Gear" valued $1,350/00 at page 5 should be taken as "good". No voucher or invoice was given me in support of all the item.

Sd. Azmi.

Short Adjournment.

Sd. Azmi.

Counsel as before.

4(v) P.W.5. Oswald Theodore Hogan Examined.

P.W. 5. Oswald Theodore Hogan a/s in English:

Living at 91J Commonwealth Drive, Singapore,

I am connected with used car traders. I used to export vehicles to Australia and also motor vehicle spare parts.

In February, 1964, Herring & Co. engaged my services to assist them in preparing a fire assessment of Plaintiffs' premises which had been gutted by fire on 2/2/64.

From 10th February for 5 days I visited Plaintiffs' premises at Tampoi, Jalan Scudai, to prepare the assessment.

I assisted Herring & Co. to value the items of motor spares produced by the Plaintiffs. Herring & Co. asked me to identify and assess the value of those things. I took 5 solid days to do that.

Herring & Co. had 3 assessor clerks. The damaged part would be produced by the Plaintiffs. I was asked to identify the names for the parts

and to say if the valuation by the Plaintiffs was correct or not, i.e. whether too high or too low. There were minor disagreements as to the valuation. In that event mine prevailed.

I found their valuation on the low side. I told them I found some of the things valued by them were cheaper than at other places. I was valuing them on the selling price which would include the profit. That would be the retail price.

I did not find they had in any way exaggerated their prices.

I saw the premises - how big they are and amount of stock kept there.

They kept a large amount of stock for that kind of business.

My valuation was impartial.

Sd. Azmi.

Cross-Examined

Cross-Examined by Sim:

I have been 34 years in the car spare parts trade.

I am familiar with motor vehicle parts, used or new.

I have no paper qualification. Only experience.

I have no experience of valuing for other people previously. I valued for my own business. I was there for 5 days.

Q. What was procedure?

A. They produced the article. I verified what the article was and at same time decided what the price was.

Most of them were partly burnt.

The new spare parts, some of them were smouldered and became unserviceable as new parts.

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4(v) P.W.5. Oswald Theodore Hogan Cross-Examined (continued)

Nuts that have been in a fire become useless.

A shaft if heated becomes useless.

I identified all those produced, e.g. if shown 30 bearings, I would have examined and counted them.

Some of them were damaged out of shape but we could still identify what they were.

The prices I was not sure of, I found what the prices were in Singapore when I went back in the evening.

Plaintiffs gave us a list of their stock.

They put the articles into groups.

They showed me the articles.

They gave me the values of those items - I checked up.

Most of those things were Army disposal goods - new ones.

In most cases I accepted these figures as they were on the low side.

I cannot speak or write Chinese.

Mr. Seah Yeng Seng was present (identified). He was with me all the time.

He had his own list.

I did not agree blindly. I agreed only after I had considered the value.

I don't know if the valuation list given by Plaintiffs agrees exactly with the list made by Jones.

Not true I did not apply my mind to the valuation.

Not true I merely looked at the list and just agreed with Plaintiffs' valuation.

I was paid $300/- by Herring & Co.

I have never done anything for Herring & Co. previously.

I saw every item shown to me.

I won't swear and say I have seen every item given in the list of Exhibit P.5. I myself did not make any list.

The majority of the parts I saw were for Trucks. There is a demand for the stock Plaintiffs carried.

If there is no demand as spares, it becomes scrap and is then sold by weight. All those I saw were saleable.

All the things could be sold as scrap.

I come here to tell the truth. I have not the faintest idea if they are sold as scrap.

I never in my business before bought a whole car and took its parts and sold them and then sold rest as scrap.

I never had a second-hand spare parts shop.

I bought spare parts only whenever I required them.

Before I had 14 trucks carrying timber. That time I required lots of spare parts.

I had enough interest in spare parts then to know the prices.

That was 10 years ago.

I still maintain contact with spare parts. Whenever some one wanted spare nuts and asked me I would go and get them.

I did not ask to see vouchers or documents from Plaintiffs, I was not interested in them.

Not true I merely agreed to Plaintiffs' figures and did not value them.

Sd. Azmi.

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4(v) P.W.5. Oswald Theodore Hogan Cross-Examined (continued)

No re-examination.

Sd. Azmi.

1 p.m.

Adjourned to 22nd May and 23rd May, 1966.

Sd. Azmi.

In Open Court

Coram: Dato' Azmi J. This 22nd May, 1966.

Wu for Plaintiffs

Sim: Mr. Tay asks to be discharged. Mr. L.A.J. Smith is with me now. 10

Sd. Azmi.

Tay discharged. Sd. Azmi.

Wu calls:

4(vi) P.W.6. Siak Yeng Leng Examined.

P.W.6. Siak Yeng Leng a/s in English

Live at 36 Breeze Road, Singapore.

Partner of Plaintiffs' firm.

There are 4 partners altogether.

My firm deals in motor spare parts.

It has its business premises at 85 A Jalan Scudai, 4th milestone, Tampoi. 20

My firm commenced business in September, 1957, with same 4 partners No change in membership since.

On 2.2.64. there was a fire at Tampoi resulting in my business premises being gutted.

At 5 - 5.30 that morning (2.2.64) I was sleeping in a caravan in the shop's compound.

(Shown Photo F-2 in Ex. p1).

That photograph shows the caravan. (Witness

puts a circle over caravan),

Caravan was parked on a spot away from Defendants' factory in this order - Defendants' factory, our shop and then caravan.

Caravan was about 25 feet from nearest wall of my shop.

That morning whilst sleeping I heard shouts of "Fire". I got up. I saw a fire burning on Defendants' premises. It was a big fire. I went to my shop and rang up the Fire Brigade. The fire was very big. It was very hot. My Telephone was in the shop.

(Shown Exhibit P.2A.

Witness marked with an XT)

That was where my telephone was when I used it.

I made the call. I went out. That time I saw the other wall of my premises near to Defendants' factory. It was then not on fire. I did not see any fire on my roof either.

After making the telephone call I went out and I saw flames licking over top of wall of my premises.

I pushed away my 3 cars - land rovers - away from the premises.

After a short while the Fire Brigade arrived.

At that time my shophouse was already on fire. Part of shop nearest to Defendants' premises.

The Fire Brigade took about one hour to put out the fire. By that time whole of my shop was burnt down except front portion.

Exhibit D.6 was condition of my shop after the fire.

I made a report of the fire at about 11 a.m. same morning. I produce certified copy of

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4(vi) P.W.6. Siak Yeng Leng Examined. (continued)

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4(vi) P.W.6. Siak Yeng Leng Examined (continued)

Police report (Marked Ex. P.10)

In my report I said I woke up at 4.30 a.m. The time 4.30 a.m. was only an approximate time.

My premises have since been redone and have continued my business.

These photographs taken on 14.5.1966 show my goods as they are. (Photos marked Ex. P.11A - H.)

The size of present premises exactly same as they were at time of fire - build on same foundation.

The stock at present slightly more than stock at time of fire.

P.11A - front portion of shop

P.11B - left hand side as one faces shop

P.11C - right hand as one faces shop

P.11D - rear portion of shop. Not a store room.

Next 4 photographs show goods kept outside in the compound of premises.

The more expensive and smaller items were kept inside the shop.

The goods outside are mainly bulky second-hand goods.

After the fire I engaged P.W.4. to prepare a report and assessment on loss of the property as result of the fire.

Ex. P.5 is the report.

In the course of preparation of that report I rendered assistance to Mr. Jones.

Each item was handed to Jones and Hogan and assessed by them for value.

When I assisted them I made use of stock

list D.9 (identified).

D.9 was prepared at end of 1963 for income tax purposes.

In my annual statement submitted to the Income Tax Dept. is shown my stock carried over to the next year.

I produce these 5 copies of annual statements certified by the Income Tax Dept. and submitted to them by my firm for income tax purposes. These statements are for years 1960 - 1964 inclusive. (Marked Ex. P.12A to P.12E).

In Ex. P.12D (1963) 1st page - right hand column - it says - "Stock - 31.12.1963 $176,041.50". The Stock List Ex. D.9 was prepared from above items.

I produce a bundle of figures showing total amount as worked out with an adding machine. Total figure - $177,516.50.

The figures on Ex. P.12D were made by the Accountant.

P.13 was done by my solicitor's clerk.

There is a slight discrepancy.

I now produce statement of my firm's gross collection from month to month 1963 and 1964 and certified by all 4 partners. (Marked Ex. P.14).

The totals on Ex. P.14 are same with those given to the Income Tax Dept. for same years.

Ex. P.12A - P.12B were not queried by the Income Tax Dept. The Dept. accepted them as correct.

According to P.12D - for 1963 - the statement showed a profit of $35,091/81 for the year ending 31.12.1963.

Exhibit P.12E - 1964 - nett loss for that year to extent of $46,083.01. That was result of the fire in 1964. In spite of fact that the

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Plaintiffs Evidence

4(vi) P.W.6. Siak Yeng Leng Examined. (continued)

sales for 1964 amounted to $403,714.56.

That was all time record.

After the fire we brought in a great amount of goods.

We also sold goods bought before the fire and not damaged or partially damaged by the fire.

Sd. Azmi.

Cross-Examined

Cross-Examined by Smith.

I did not read at all the items in Ex. D.9

Stock list D.9 was not same but similar to stock list for previous year.

The stock list was cost price of the articles - not the selling prices, or rather the market prices of the articles.

We kept all bills of purchases.

We keep a list of cost prices.

We gave our list of cost prices to our accountant to compile.

Q. Was list of cost prices different from other lists?

A. Ex. D,9 is the list of cost prices.

What I gave in my valuation was prices we paid.

Our business consists of vehicles as a whole, stripped them and sell the parts as spare parts. I also bought separate spare parts.

The list in Ex. P.5 - is of goods both from stripping of vehicles and other spares bought.

I know which items in Ex. P.5 are parts stripped from vehicles and which parts were

bought loose.

(Referred to page 26 - evidence of P.W.5 - "I was valuing them on the selling price which would include the profit. That would be the retail price."

What Mr. Hogan said was correct.

Q. Your stock list was on selling price ?

A. No. My stock list was based on selling price.

The stock list made by Hogan and my stock list are substantially the same.

My calculated profit on sale of second-hand spares is about 80% The profit is 20% I said 80% because I thought the question was as to difference between new and second hand spares.

Q. What is your estimated profit on vehicles you bought, strip them off and sell as spare parts?

A. 10% to 15%

Q. Is that not on gross profit?

A. Gross profit.

Q. What are expenses running the business?

I have Ex. P.12B here.

Sales - $ 305,169.29

Gross profit $ 66,898.23

How do you arrive at gross profit?

A. Difference between sale and purchase prices.

Net profit $ 35,481.31

Stock $ 102,159.20

D.9 are lists of cost prices same as I gave to Mr. Jones and Hogan.

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Plaintiffs Evidence

4(vi) P.W.6. Siak Yeng Leng Cross-Examined. (continued)

The values I had been giving the Court were cost prices and not market prices.

Item "Insurance" - that insurance for workmen and motor vehicles insurance.

I did not cover for fire and burglary.

My goods being metal - not easily burgled.

In Balance Sheet for year 1964 - Ex. P.12E Furniture - $311.43.

$311.00 value of furniture lost in fire.

Ex. P.5 - p. 3 - $4,100/- is replacement value. 10

All these articles were lost in the fire.

These articles were bought in Sept. 1957.

Q. I suggest market value of these articles - furniture - was only $311.00.

A. No.

Articles at page 3 of P.5 are articles used in connection with business.

Q. I did not see any reference in the Income Tax Return. 20

Tell me where they are.

A. "Furniture" are tables and chairs at page 3.

The other articles at page 3 of Ex. P.5 - are not referred to in Income Tax Returns. Should be somewhere. (Witness cannot find it).

Q. I put to you these articles are of no market value?

A. That is right.

If I want to dispose of them, I can get 40% of $4,110.00. 30

Those are the prices we paid for them.

"Iron Safe - $500".

I cannot remember 'make'.

If of good brand and new would cost nearly $1,000/-.

This safe was bought second hand.

Price of 14 chairs - $20.00

That is price made by Hogan.

Ceiling Fan for $116.00 - bought about 1959 or 1960. Cannot remember what price I paid for it. I paid $120/- or so.

All these values were those of Mr. Hogan. We told him the prices we paid for them. I told them what we bought new and what we bought second hand.

I told him in reference to each item.

He asked me only the price I paid for each item.

Q. Did you ask Mr. Hogan to give price for replacement or market prices or did you not mention at all?

A. I asked him to give price for which it can be disposed of.

We did not stock oil drum heads.

We had empty drums for sale as empty drums and on our premises we had grease and oil. It is for applying to metal parts. We used a thin coat of oil on the parts. We use petrol for cleaning spare parts. We don't keep it on premises. We get it out of our car when we need petrol. We use grease wrapping.

We have no licence to stock oil.

Sd. Azmi.

No re-examination. Sd. Azmi.

Short Adjournment. Sd. Azmi.

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Plaintiffs Evidence

4(vi) P.W.6. Siak Yeng Leng Cross-Examined (continued)

Wu: I am calling an expert, if available. This man is a United Nations Officer - he has to get permission from the U.N. Previously he was given permission.

I am calling him as a general expert on fire and not giving evidence on this particular fire.

Smith said we must give precis of what expert is going to say. I cannot find any provisions in White Book p.868, 1959 - notice to parties in accident actions. Order 37 rule 1E. 10

No specific provision regarding notice.

Rule 1C - as to limiting number of expert witnesses on accident.

I apply for leave to close my case subject to leave being given to me to call my expert witness. I will not object if Defendant intends to call rebuttal evidence.

Sd. Azmi. 20

Smith: Except as given in summons in chambers.

Essential the other side given notice of what is going to be said.

I object to that application.

It will be embarrassing to us.

Sd. Azmi.

Wu: I agree to pay $350/- for costs for this adjournment.

Sd. Azmi.

Sim: I agree. 30

Sd. Azmi.

Adjourned to a date to be fixed.

Plaintiff to pay $350/- costs for adjournment.

Sd. Azmi.

Coram: Dato' Azmi J. In open Court.

This 6th August, 1966.

In the High Court in Malaya at Johore Bahru

No.4

Notes of Evidence

Defendants Evidence

4(vii) D.W.1. James Proctor Car Michael. Examined.

Wu for Plaintiffs

Sim and Smith for Defendants.

Wu: I close my case.

Smith calls

D.W.1 James Proctor Car Michael a/s in English

Living at 291 Ampang Road, Kuala Lumpur, Engineering Manager, United Engineers, Kuala Lumpur. I was Inspector of Machinery Johore. During that time I inspected machines in factory of Defendants. End of 1963, I inspected the premises.

This is a certificate of fitness (marked D.15) on 10.8.63. I signed it.

This is the file in relation to this matter (Ex. D.16). I wrote minute on file "Several machines in process.....at Tampoi,"

The factory has been in existence for several years.

Not sure as to number of years.

Several rolling mills for compound and mixing rollers - vulcanizing presses and rubber splitting machines.

The mixing rollers are run by electrical motion which gets its power from main electrical supply.

Same as to vulcanizing presses. Also the splitting machines.

They obtained power from electricity. There was no generator on the premises. The electrical motors were adequately enclosed for prevention of escape of sparks when running. If not running no danger from sparks at all.

This is a factory for manufacture of rubber slippers - manufactured from sheets of

In the High Court in Malaya at Johore Bahru

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Defendants Evidence

4(vii) D.W.1. James Proctor Car Michael. Examined.

rubber.

In the process, fillers but not sure of solvent - Solvent is liquid for softening the rubber.

Fillers are colouring matter.

It is colouring agent and filling agent not necessarily liquid.

When I visited the factory I saw stacks of rubber sheets and slippers.

The floor was free from oil and dirt.

It was my duty to see it was safe - free from danger of fire.

In my view there was no risk of fire from machines.

I saw nothing that would lead to spontaneous combustion from the operation of the machine.

The machine was in good order.

As a rule I did not inspect the wiring. This is within the province of National Electricity Board.

Just looking at the wiring, it appeared to be sound.

The machines had oil or grease for lubricating moving parts.

It would be in boxes in the machines. You fill the boxes with grease and for gear boxes oil would be used.

A fire would melt the grease and grease would flow out. I cannot say definitely if there was any oil can near the machines during my visit.

The building was adequate. The floor was concrete.

Cross-Examined by Wu:

I did not inspect the premises after the fire.

I don't know where the oil came from after the fire. There would be no leakage unless boxes were damaged by the fire. Not having seen the place after the fire I cannot say if the oil on the floor came from the boxes.

I inspected the premises the last time about a week or two before 10.8.63.

I am not sure that at about this time the defendant was shifting to the new premises.

They were in process of moving.

I am not certain if it was the intention to move whole factory to new premises.

I would visit the defendant's premises once or twice about 3 years.

(Record shows inspection about every year)

I did not myself do all the visits referred in the record.

My inspection normally lasts about half an hour.

Purpose of my visit to see safety guard on installations

But not with premises - dirt etc. - on floor. I was concerned only with safety of the machinery.

The Machinery Ordinance only relates to the safety guards of the machines.

New premises had to be suitable for particular type of machines.

This factory - so far as I can recollect - consisted of more than 2 rooms. I cannot remember but I don't think there was division between working part and storage part.

In the High Court of Malaya at Johore Bahru

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Notes of Evidence

Defendants Evidence

4(vii) D.W.1. James Proctor Car Michael. Cross-Examined (continued)

Not concerned with fire hazard. Generally C.E.B. would insist on "earth wiring". I did not myself know if the roller machines were "earthed".

Rubber is not conductive substance. By itself it does not accumulate static electricity. I might be guessing that. Not my province.

That motor must be "earthed" because when operating electric machine, you have a magnetic foil and current which improperly "earthed" may electrocute some one touching it.

Q. If you process rubber through a roller machine not properly earthed, the rubber itself gives electric spark?

A. Not quite sparks in this country because of its high humidity.

I am fairly certain of my opinion. I have academic qualifications. I hold a certificate from the Ministry of Transport and a Higher National Certificate in Mechanical Engineering from Dundee Technical College. I agree rubber once it catches fire is difficult to put out. There were motors on the premises and if badly maintained could give sparks.

These motors have covers to safeguard workers and the motors and also sparks.

I cannot remember what these enclosures were but they were adequate. It was my job to see to that, The building was adequate for the processes, because they have been in use for a number of years. In my opinion the premises were then a bit too small for the business.

Sd. Azmi.

Re-Examined

Re-Examined by Smith:

This was a rubber factory. It appears to me the place was a bit cramped, but like most of other factories there was nothing dangerous to workers. There was sufficient space to operate the machines and for workmen to go about.

Sd. Azmi.

11.45 a.m.

Short Adjournment.

In the High Court of Malaya at Johore Bahru

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Defendants Evidence

Counsel as before

Smith calls

D.W.2. N.K. Krishnan, a/s in English.

4(viii)D.W.2. N.K.Krishnan Examined.

Living at 266 Straits View Park, Public Health Inspector.

In 1964 my duty was to inspect factories for health purpose.

I inspected Defendants' premises on 7.1.1964.

I inspected the floor i.e. it is not broken and I found condition satisfactory. No oil on it.

I inspector (sic) for ventilation. I was not concerned with packing up of materials.

I found drains free from dirt accumulation and the water flowing.

I inspected for lime washing of the walls. I found walls clean.

I found the yard alright.

Cross-Examined by Wu:

Cross-Examined

My duty was to see workmen working in healthy environment.

So far as fire hazard was concerned, I was only to see that the fire extinguishers were there and in good working condition. I did

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4(viii)D.W.2. N.K.Krishnan Cross-Examined (continued)

not give any notice of my intended visits.

The office on the premises was partitioned up to the ceiling. Adjacent to it was a large room and another enclosed area. Both the last rooms were the factory.

Sd. Azmi.

4(ix) D.W.3. Tufani Parad Bart Examined.

D.W.3 Tufani Parad Bart, a/s in Hindustani.

Living at 6C/F D'Almedia Street, Singapore.

I remember night Defendants' factory caught fire.

At about 5 a.m. I heard a shout outside the factory to effect fire had broken out. Then I ran into the factory. I saw a fire in an advanced stage. The roof started falling. I came out of the factory. Then I asked neighbour to inform the Fire Brigade. He rang up the Brigade. Then the fire men came. Then a van was removed from the premises. By that time most of the things had been burnt. There was a lot of wind. The wind carried the fire to the next door.

Sd. Azmi.

Cross-Examined

Cross-Examined by Wu:

The next door was dealing with iron parts. The wall of this building is about from witness box to that chair (about 5 to 6 feet). It was due to the wind the fire was carried from this factory to the spare parts shop.

Q. According to P.W.2 there was no wind that morning?

A. It was not very windy but quite windy.

Q. You don't agree with the fire officer.

A. I was there and I was watching the fire. I was standing in front of the factory.

I told a man to ring for the fire brigade. I told P.W.6. to ring up the Fire Brigade. He was there. They were removing their goods. He went to telephone only after I told him. I slept inside the office that night. I was the watchman on the premises. As such my duty was to ring the bell at 8 a.m., 12 noon, 5 p.m. At night I sit down in the office or sleep in the office. I made periodical rounds to see no thief and no fire on the premises.

Q. Did you make this round on the evening of the fire?

A. I made 4 rounds a night.

I went round at about 7 p.m. after workers left. I went again at 10 p.m. After that I went to sleep. Third time at about 12 and last time at 3 a.m. The times were not regular. That morning I was lying down at about 4 a.m. I had not gone to sleep. I was lying there for about an hour. During that hour my attention was not drawn to anything. I was certain I was awake between 4 a.m. to 5 a.m. I was just lying down. I was far away from the fire. I did not smell any burning. I did not feel any heat. I did not hear any sound of fire burning something.

Q. When you first knew of the fire it was when you heard somebody shouting "Fire" from outside?

A. Yes.

I was alerted by first shout of "Fire". Then I heard some one called out to me "Bengali". So I got up. The door was already open. I opened the door and I went out to a space. I saw fire burning and things dropping. I went into the office. I opened office door.

In the High Court of Malaya at Johore Bahru

No. 4

Notes of Evidence

Defendants Evidence

4(ix) D.W.3. Tufani Pared Bart Cross-Examined (continued)

Then I got out of the factory.

Sd. Azmi.

1.10 p.m.

Adjourned to 2.30 p.m.

2.50 p.m.

D.W.3 T.P. Bart (on former affirmation)

Cross-Examined by Wu:

I opened door of the office. Door opened to outside the premises. I did not have to open a door to do that. It was an opening in the wall. The office partition does not go to the ceiling. The office walls inside factory touch the ceiling. The fourth wall does not touch the ceiling.

There is a door from office to the factory - it was then open. The office is at the corner of the building in front - next to other premises (see red pencilled line on plan). There was a telephone in the office.

Q. Why did you not telephone the fire brigade?

A. The fire was very extensive I tried to dial the number but the heat was strong.

Q. What number did you dial?

A. I tried to ring up my towkay.

Q. But not the fire brigade?

A. I tried to ring up my towkay but I could not get the number so I asked P.W.6 to call brigade.

Q. Do you know the towkay's number?

A. I knew it then but not now.

Q. Did you try to ring up the fire brigade?

A. I did not know number of the fire brigade. I did not ring up the Police because I did not know the number. It never occurred to me that as a jaga I should know the Fire Brigade and Police telephone numbers. No one told me the numbers. I did not except (sic) a fire.

I was instructed as to use of the fire extinguisher and nothing else.

When I saw the fire it was already burning profusely.

There was plenty of smoke. I did not notice any smell of burning rubber.

I saw P.W.6 moving some articles from his premises

He was quite near. I shouted to him to ring up the fire brigade. He did not say anything, but continued to move his things. I was helping to push his van out and then the fire brigade arrived. I did not know if P.W.6 rang up the fire brigade. Fire Brigade arrived shortly after that. I did not know as to time - maybe ½ hour or ¾ hour after I called out to P.W.6 to call for the fire brigade. All this time I was not doing anything but I tried to get one of the towkay's labourer to ring up the towkay in Singapore. This labourer stayed in a house opposite factory but on other side of the road.

I looked up the factory at 6 p.m. previous evening. No one called between 6 p.m. and 5 a.m. that night.

I don't smoke cigarettes or cigar. I chew tobacco.

Sd. Azmi.

Re-Examined by Smith: Nil

Sd. Azmi.

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Notes of Evidence

Defendants Evidence

4(x) D.W.4. Poon Lam Ying Examined.

D.W.4. Poon Lam Ying a/s in Cantonese.

Living at No. 79 Eng Goon Road, Singapore.

Partner of Ling Nam Rubber Works.

The Company commenced its rubber works in Johore Bahru in 1956 - at the factory destroyed by fire in 1964.

The Company got permission from the Town Board to erect the factory. This is the original plan (marked Ex. D.17).

This permission was really for the extension to an existing building. We built the extension. 10

We also got a rubber processing licence and a licence to store rubber. We had to do certain requirements.

I produce a bundle of correspondence (marked D.18) This is letter from Town Council (marked D.18A).

We complied with the requirements in D.18A. 20

We got the necessary licence. The licence was renewed annually after inspection of premises by appropriate officers.

The licence was always renewed.

Fire precautions were taken by us. They were:

1. I complied with conditions in Ex. D.18A.

2. Then I bought a number of fire extinguishers and installed on premises. Notices were stuck at premises prohibiting smoking. 30

5 Fire extinguishers were installed, as required by Town Board.

The Plaintiffs moved in after we had started business.

In fact at that time premises occupied by Plaintiff had not yet been built.

This area in Tampoi - is an industrial area.

There was not a single outbreak of fire in the area before 1964. In September 1963 another premises was built to carry on same business carried on at the burnt premises.

By that month a new machine had been installed at new premises. Machines at the old premises have also been removed to the new factory. They were presses. From September 1963 to time of fire, no mixing mills were used in the old building. Mixing mills were carried on at the new factory. After September 1963 only vulcanizing sheets was carried cut at the old premises. Two presses only were used at the old factory for vulcanizing rubber. No solvent was used at the old factory after September 1963. Raw rubber mixed with a kind of powder made into sheets and thin sheets were vulcanized by means of mixing rolls. These were turned into sheets. They were stacked up and then taken away.

This is a sheet of rubber compound (Ex. D.19)

After vulcanizing it became like this (Ex, D.20)

The act of vulcanizing softens the compound.

At time of fire only that process was being done at the old factory.

"Japanese slippers" was made from Ex. D.20

I visited the old factory at least 3 times a week before outbreak of fire there. The floor was very clean. Cleanliness of the floor was necessary for this kind of work we were doing, because this product has a white colour in parts and this white part should not be stained with dirt. If they were dirty they could not be sold. All my slippers have a white surface on the top.

The process and mixing mill require oil

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Defendants Evidence

4(x) D.W.4. Poon Lam Ying Examined (continued)

from time to time.

Tins of lubricating oil and greases were at a spot about 30 feet away from the premises in a shed built for that purpose. I did not see any oil on the floor at my last visit before outbreak.

The processed sheets Ex. D.20 would be kept in racks - like shelves. These shelves were placed away from the wall.

There were 200 sheets similar to Ex.D.19 in the factory and about 1,000 sheets like D.20.

For storing these sheets we had about 1,320 square feet of floor area..

The sheets stacked up in shelves about 4 feet high. One shelf would hold about 40 of Ex. D.20.

D. 19 would be put on the table next to the presses. The table would be about 4 to 5 feet in size. About 6 layers of sheets would be placed on each table.

D.20 would be placed on shelves in the store at back. The shelves were placed 3 feet from wall and other shelves arranged about 4 feet away from each other so they could be taken away more easily.

From this D.20 would be taken to the new factory.

The store is at back half of the premises - separated from front part by corrugated iron sheets.

Just before the fire, 6 employees including the watchman were employed at the old factory.

The new factory is larger but same type of machinery was used. There was also a store for vulcanized rubber.

It is at No. 84 Jalan Tampoi. The sheets were stacked at new factory on similar stacks

to those in old factory and also placed with similar spaces between them.

D.19 became D.20 - size increased.

I have tried burning rubber sheets like D.19 or D.20

Q. Do you know heat used in course of vulcanizing?

A. About 300° to 330°

In Phot. F.9 in collection of Phot. attached to Ex. P.1 you can see the presses.

4.45 p.m.

Adjourned to 8.8.66 at 10 a.m.

8th August, 1966

Smith calls

D.W.4 Poon Lam Ying (on previous affirmation).

The fillers are used in manufacturing of Ex. D.19. To produce Ex. D.19 one has to have 2/3 of fillers + 1/3 raw rubber. To produce Ex. 20 from D.19 no further fillers are used. A filler is not inflammable. Natural rubber burns easily but it is difficult to burn Ex. D.19 or D.20.

There is another factory, on other side of road of old factory, manufacturing rubber slippers. That factory has been since 1953. I have seen it recently. That factory is bigger than mine. More or less same conditions as mine.

Sd. Azmi.

Wu: At this stage I ask leave to add another particular of negligence:

(i)(a) Permitting the defendants' said premises to be used as a factory for the manufacture of rubber goods and storage of rubber sheets and other combustible substances,

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mNotes of Evidence

Defendants Evidence

4(x) D.W.4. Poon Oam Ying Examined. (continued)

a purpose for which it was not intended or suited."

I make this application under Order 28 rule 1 of Supreme Court Rules under which Court may alter my pleading.

This amendment arises out of evidence of D.W.4. Defendants themselves have brought out this matter. No element of surprise.

Sd. Azmi.

Smith: I have no objection but I reserve my right to ask for adjournment now or later in the day to consider any necessary amendment to my pleadings etc.

Sd. Azmi.

I allow the amendment subject to further application by Defendants for any amendment to his pleading etc. later in the day.

Sd. Azmi.

D.W.4. Poon Lam Ying (on former oath)

Cross-Examined

Cross-Examined by Wu: This fire occurred in February 1964.

Shortly after I received a letter from Plaintiffs' solicitors dated 10th February 1964 fixing me with notice of instruction to claim damages against my company.

I did not try to ascertain the extent of loss suffered by the Plaintiffs. I handed letter to my solicitors. Nor did my solicitor get assessors to assess extent of damage.

My old factory was previously dwelling houses No. 73, 75, 77 and 79. They were turned into a factory. They do not appear like dwelling houses but rather as a factory. There were no rooms inside. When we first rented them they were new houses and not previously occupied by any one. There were no rooms at all when we took them. I don't know if they were built for purposes of renting out

as shop houses. I rented them for a factory. Two common walls between premises (1) No. 73 and 75 and (2) No. 75 and 77. Walls removed after I took the premises over but the wall between 77 and 79 was retained. Premises 79 was used as my office. I built a door in the wall for a connection to the rest of the premises. This wall was made of wood and corrugated iron sheet. The original wooden wall was removed and another of corrugated iron sheet was replaced. The two external walls were also replaced with those of corrugated iron sheets. Not true the external walls were of wood. The licence to repair according to plan D.1 - we were given a year to do these repairs.

We had to instal special electrical appliances when we first started the factory for the machines.

When we first got premises to work in 1956 we had 6 machines. At time of fire, we had 12 machines. By then 3 had been removed leaving 12.

So that at one stage there were 15 machines. All these machines required lubricating with oil or grease. (Shown photograph F.7 in bundle P.1)

The machine is that photo is a mixing mill.

9 of the machines have motor and 3 without motors.

Just before the fire we had only 2 presses on the old premises and the other ten were lying idle. The 10 consist of

(a) 3 mixing mills
(b) 2 water pumps
(c) 2 water tanks
(d) 1 stamping machine
(e) 1 splitting machine
(f) 1 hydraulic pump
(g) 1 air compressor.

In the High Court in Malaya at Johore Bahru

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4(x) D.W.4. Poon Lam Ying Cross-Examined (continued)

I had included water pump now - 11 machines.

The watertank is not worked with electricity but water pumps were.

The air compressor is used to blow the dust off the manufactured goods. The compressor is used to remove moisture from D.19 before it is pressed and turned into D.20

Q. You mentioned dust just now.

A. The idea is not to remove moisture but also dust from Ex. D.19.

The rubber milling had stopped at old premises just before fire and so no solvent was used there.

The solvent was in form of something like grease. The stamping machine is used to cut necessary shapes for slippers from D.20. But this was no longer done at the old premises just before the fire. But slippers - the finished articles - were stored at the old premises.

Ex. D.19 was no longer manufactured at the old factory.

Q. The Chief Chemist said a highly inflammable cement was found at the old premises?

A. 2 years previously we used cement there. Later on and just before fire no cement was used at the premises, but this being a factory small quantity of such cement was bound to be found at the old premises. Same old cement could have been left behind at old premises - remains of cement used before new factory started.

The distance of my walls at No. 71 is more than 2 feet - about 5 feet and with Plaintiffs' premises about 20 feet. (Then when asked again indicates distance from witness box to a wall - about 21 feet).

I measured the distance myself about 6 months after fire.

I agree to go and take measurement again with Plaintiff during lunch interval.

Q. The Chemist found colour inflammable powder at hish temperature on your premises.

A. I don't know what that powder could be.

The following could be any chemical found on the premises (1) Zinc carbonate, (2) Magnesium Oxide (3) Perbunan 330.

I kept above at old premises.

I don't know what chemical powder the Chemist referred to by him in (7) of his report.

The above 3 chemicals I mentioned were stored in the old factory.

Lubricating oil and grease were stored in a shed about 30 feet from factory.

It would be possible for my workmen to leave a tin of oil after using it but forgot to take it back to the store.

(Read out second sentence of part 3 of Ex. P.1:

"The wooden posts.....tin containing black oil (see 1 in photographs F-4 and F-6)"

The tin is photo F-4 contains chemical oil for cleaning rubber. That is not inflammable. By that I mean it does not catch fire easily by itself and it would burn if one sets fire to it.

12.05

A short adjournment

Sd. Azmi.

Counsel as before

D.W.4. Poon Lam Ying (on former oath)

The black oil will burn if you put fire

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4(x) D.W.4. Poon Lam Ying Cross-Examined (continued)

to it.

We had chemical oil in tins on the old premises. (Shown Ex. F.6)

Q. Can you see 6 tins in that photograph?

A. Those are tins with chemical oil.

They are 4 gallon tins. From the photo 3 tins appear to be near a press. They may be empty tins only. It is difficult to say if it was tidy for such a factory. I was there on 1st February - a day before outbreak of fire. We intended to retain the old premises as well and to do business in both old and new.

The new place is very big and built as a factory.

Walls of corrugated iron and roofs of asbestos. It stands some distance from other building. There is ample storage place. No workmen's quarters. At time of fire the new factory was not yet working at full production. The new factory had 6 presses then.

Q. Why did you have to process D.19 into D.20 and then have it taken to new premises for stamping and then brought back finished products to old premises for storage when you said factory not working at full production?

A. The equipment at new factory not fully installed. That is why new factory has to send D.19 for carbonising at old factory. The finished goods are kept at the old factory because it is convenient for vehicles to take them away from there. It is our intention to use old factory for pressing work only.

The jaga had to stay on premises round the clock. The other 5 workmen worked from 8 a.m. to 12 noon and from 1 p.m. to 5 p.m. on Saturdays. So far as I can remember only 3 workmen worked on previous day to day fire broke out. On week days the 5 men work up to 9 p.m. They worked

on the presses. The presses were kept working during all the working hours. They were switched off at 5 p.m. on Saturday and at 9 p.m. on week days. The jaga cleaned the factory and no one else. He is an old man.

The floor was never dirty. All jaga had to do was to sweep off the dirt. Not necessary to swab the floor.

The shelves used for storing the things were metal ones.

The shelves at the new factory are of metal and also of wood.

About 1/3 of shelves in old factory were made of wood.

The rubber will not catch fire at 300°F heat. There was only heat but no fire.

The premises were lit at night.

There were "No smoking" signs on the premises. To remind workers not to smoke as a prevention against fire.

Re-Examination by Smith: Nil

1 p.m.

Adjourned to 2.30 p.m. Sd. Azmi.

2.30 p.m.

Counsel as before

Wu: During interval both P.W.6 and P.W.4 inspected the premises and we all agree that:-

(1) Defendants' wall to edge common drain = 31" (Wall drain = 28")

From other edge of drain to Plaintiffs' wall = 109"

Total space = 168" wall to wall = 14 feet.

Sd. Azmi.

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4(x) D.W.4. Poon Lam Ying Re-Examined.

D.W.4 recalled on Mr. Smith's application.

D.W.4 Re-examined by Smith:

Floor of old factory is concrete.

Brick wall from floor = 3 feet.

From top of his wall to my wall was corrugated iron sheet about 7ft. to 8ft. Then there was an opening to the roof.

Roof was also of corrugated iron sheets.

Support of roof was of wood.

New factory:

Floor is of concrete.

Walls of 5 feet of brick and above that was of corrugated iron sheets.

Roof is of asbestos sheets built upon metal beams.

Sd. Azmi.

4(xi) D.W.5 Cheang Kiar Tong Examined.

D.W.5: Cheang Kiar Tong a/s in English.

Living at 64A Race Course Road, Singapore. Public Accountant, Singapore, I have examined account books of Plaintiffs. Accounts cover year of 1964.

I examined books of Plaintiffs' company.

I examined opening stock, purchases and sales from 1.1.64 to 1.2.64.

From opening stock on 1.1.1964 plus purchases from 1.1.64 to 1.2.64 less sales from 1.1.64 to 1.2.64.

Figure of stock on 2.2.64 was $160,664.46

I came to the above after examining the books of the company. I got the figures on these 3 pieces of paper.

This is total of purchases from the

period (Marked D.22).

This is total list of sales (Marked Ex. D.23).

This is total of stock (Marked Ex.D.24).

Plaintiffs carrying on business of second hand goods both in Johore and Singapore.

Both are shown in books as one business.

I have now income tax returns for 1960 to 1964 with me.

I can tell profits of the Company.

Gross profit on sale in 1962 = 15%
" " " " " 1963 = 9%

A loss in sales 1964

Gross profit 1961 = 21%
Gross profit 1960 = 21%

I cannot see any entry as to loss due to damage to stock by fire in 1964.

There is reference to furniture and loss charged to Profit and Loss Account. There is a foot note to effect office premises destroyed by fire.

In the Balance Sheet a certificate:

"We have examined above Balance Sheet and annexed Trading, Profit and Loss Account with the books kept in Chinese and found them to be in accordance therewith."

I have seen account books of the Company. I would expect reference to loss of stock in the accounts but none in the returns.

There is no reference to loss by fire in books.

If the books of accounts have been destroyed then the accountant should not have stated as he did in his certificate.

In the High Court in Malala at Johore Bahru

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4(xi) D.W.5. Cheang Kiar Tong

Cross-Examined

Cross-Examined by Wu:

From the 3 accounts books I can myself make up the accounts produced. They are correct. These are accounts from 1.1.64 to 31.1.64.

Q. Where did you get idea Plaintiff was doing business both in Singapore and Johore.

A. From the addresses given in the accounts i.e. 11 Ellenborough Street, Singapore.

Income from Singapore Nil. 10

There is not stock in Singapore.

From these account books I see no business was done in Singapore.

Sd. Azmi.

Wu: I ask for short adjournment in order to get instruction.

Sd. Azmi.

Short adjournment Sd. Azmi.

D.W.5: Cheang Kiar Tong

I see Ex. D.24 - Stock List, and P.12E 1964 Statement of Account. 20

Stock 1.1.64 - $176,041.50

Stock carried over to 11.1.64.

To work stock on 1.2.64 one must start from above figure.

The opening stock at $176,041.50 plus purchases during period at $25,350.11 less sales during period at $40,737.15 come to $160,654.46.

I got detailed figures in Ex. D.24.

From page 69 Nominal Ledger. 30

I cannot say from looking at the books if the opening stock was at purchase or sale price. The opening purchases price should be the

purchase price of the stock.

Normally the price of stock in book is the purchase price. I saw no entry specifying loss by fire.

In 1964 I see stock, sale and loss.

I cannot say what is cause of loss. If there was a loss by fire it must be brought out and mentioned in account.

Sd. Azmi.

Re-examination: Nil

Sd. Azmi.

Smith: This is my case.

Income tax return - premises and furniture.

No suggestion by Plaintiffs as to why entry as to loss should not go into book.

According to Plaintiffs' evidence - all books were lost except rough books.

Plaintiffs did not produce as proof as to loss.

I submit Plaintiffs failed to prove their loss.

Read v. J. Lyons & Co. Ltd. (1964) 2 All. E.R. 471. p.479 para: D to F.

p. 481 -

(1) Natural use of the site in an industrial area.

(2) Next question - Plaintiff has to prove

(i) Defendants' negligence

(a) question of storing.

In the High Court in Malaya at Johore Bahru

No. 4

Notes of Evidence. (continued)

in negligence it means risk of what one is doing. Bingham's Negligence - 2nd Edn. P.12.

Plaintiff came after my client and put his house then.

We stored rubber with licence.

No evidence of our negligence.

Refers Solomons v. R. Gertzenstein Ld & Ors (1954) 1 Q.B. 565 read Headnotes.

At p.572 Goddard's judgment at p.573.

No negligence on my client in storing the rubber sheets in the way he stored them.

Car Michael's evidence.

Jaga's evidence - no oil on floor.

Health Inspector - Government servants - nothing to gain in telling the truth.

Refer Spicer & Anor. v. Smee (1946) 1 All E.R. 489. State of electric wiring bad.

No suggestion in present case the rubber bits burst into flames.

Ang Hock Hai v. Tan Sum Lee & Anor. (1957) M.L.J. 135.

We had taken all precautions - jaga.

Sochacki v. Sas & Anor (1947) 1 All E.R.344.

In present case Plaintiff was carrying on his business - regularly visited by Government servants. He had complied with all the requirements of the law.

Sd. Azmi.

Wu: Damages:

(i) Fire assessors' report.

Plaintiff could not very well work out

his loss himself and enter in his book.

He got an expert to assess the damages.

The fact remained they suffered loss. See Ex. 12E - loss $4,683 - Sale over $400,000/-. Previous year $337,119 = Gross profit over $35,000.

1964 Loss $46,000

1963 Profit $35,000.

Fire assessor's report - instructed on 10.2.64.

Defendants made no effort to join in the assessment of loss.

I submit assessor's assessment reasonable - see p.4.

Loss of $100,159.79

I submit this is a proper assessment done in proper manner. Cross-examination had failed to shake their evidence.

Income tax return shows considerable amount of stock on premises round about $150,000.

Hogan's assessment on sale price. Assessor's assessment of loss such as loss of profit $101,000/-.

I submit we adopted proper procedure.

Issue of liability.

(a) Nuisance - not suggested there was nuisance merely because there was a fire. Critical issue - suitability of premises for use applied to it.
Shophouses - converted into factory.
Misuse of premises.
Halsbury's Vol. 28 p.135 para.171.
Para. 173 at p.136
Here convertion of shop houses to rubber factory.

Fire officer's evidence - as to

In the High Court in Malaya at Johore Bahru

No. 4

Notes of Evidence (continued)

suitability of premises as factory - see p.11 of N/c - fire hazard.

Premises never intended for a factory - 2½ feet from boundary.

Wilchick v. Marks & Ors. (Silverstone Third party) 1934 All E.R. 73 (Reprint) p.76.

Defence Counsel suggests so long one gets permit from Town Board he is not liable for nuisance or negligence.

Court to say if premises suited for such factory.

Atkins Court Forms Vol. 29 p.112 - failure to prevent spread of fire - i.e. particular of negligence.

We say Defendants' negligence.

(i) in using unsuitable premises as a rubber factory and in so doing incurred risk of fire starting increase risk of its developing.

(ii) Negligence of servant having failed to detect the fire at an earlier stage after detecting fire; having failed to take any adequate step to extinguish it or prevent it from spreading.

D.W.1. said place adequate and clean.

He only visited place twice on both occasions to inspect machinery. He did not inspect after fire.

Health Officer D.W.2 to check environment - all he had to do was to inspect fire extinguishers.

D.W. 4 - kept clean - floor must have been covered with lubricant. Jaga never washed floor. Chemicals kept there. Rubber cement.

Storage of finished articles.

Use of premises - so near to next house.

Jaga - said not sleeping - being a jaga and about his work, he ought to have discovered fire early. Door open - smoke and smell should have drawn his attention.

He should know how to ring up the police.

He did nothing up to ½ to ¾ hours after fire.

If watchman had worked properly he could have detected fire earlier.

On issue of negligence - refers to test mentioned Herrington v. Ironbridge Metal Works (1952) 2 All. E.R. 1101.

I would submit both elements of negligence and nuisance proved.

Sd. Azmi.

C.A.V.

1st October 1966

Johore Bahru In Open Court

Coram: Dato' Azmi J.

Wu for Plaintiffs
Sim for Defendants, Smith excused.

I read my judgment - judgment for Plaintiffs for $85,135.82 General damages and $2,000/- Special Damages. Total $87,135.82 and costs.

Sd. Azmi.

TRUE COPY

Sd: G.E. Tan
Secretary to Chief Justice

High Court
Malaya.

20th October 1966.

In the High Court in Malaya at Johore Bahru

No. 5

Judgment of Azmi J. 1st October 1966

No. 5

JUDGMENT

Coram: Azmi, Chief Justice, Malaya

JUDGMENT OF AZMI, CHIEF JUSTICE, MALAYA

This is a claim for damages for negligence and nuisance as a result of which a fire started and destroyed two adjoining premises belonging to and occupied by the plaintiffs and defendants respectively. The claim on nuisance was not specifically pleaded but it was agreed by both counsel that it was still open to the plaintiffs to claim under that head.

The particulars of negligence are as follows :-

(i) Permitting the Defendants' said premises to fall into a state of disrepair thus rendering it a fire hazard;

(ii) Permitting large quantities of debris and oil slicks to be accumulated on the Defendants' said premises so as to render the spread of a fire to be immediate and unavoidable;

(iii) Failing to take any or any proper precautions to deal with a fire if such should arise;

(iv) Failing to raise an alarm upon the fire being started so as to enable the spread of it to be efficiently checked;

(v) Failing to take any or any proper steps to prevent the spread of the said fire.

Before the defence was called, counsel for the plaintiff added another particular of negligence namely as follows :-

(i)(a) Permitting the defendants' said premises to be used as a factory for the manufacture of rubber goods and storage of rubber slicks and other combustible substances, a purpose for which it was not intended or suited."

The Defendants denied both the claims under nuisance and negligence.

In their pleadings the defendants denied that the fire originated on their premises.

P.W.1 Mr. R.D. Amarasingham, the Government Senior Chemist who examined the premises the day after the fire, was of the opinion that the fire started from an area on the defendants' premises, which area he marked with a circle in red pencil on plan Exhibit P.2A. He based his conclusion from the damaged pattern of burning and also from eye-witnesses' account which he collected during his examination of the premises. He was also of the opinion that the fire could not have started from plaintiffs' premises because on the boundary of the two premises some of the pillars standing and the charring and ashing of the pillars facing the factory was more intense.

The fire officer P.W.3, said that when he arrived with his fire engine at 5.44 a.m. the fire had started about an hour previously. He was also of the view that the fire started from the defendants' premises. As I said before although the defendants in their pleadings denied this, but they produced a witness the jaga D.W.3 who, in effect stated that the fire came from the right side of the building, so that I am in a position from the evidence to say definitely that the fire originated at defendants' premises.

On the question of nuisance the Chemist in his report stated that among the debris in the area from where the fire in his view originated he found burnt rubber residue, tins containing black oil, chemical powders and tins containing rubber elements. The oils, according to him are heavy hydro-carbon oils, having a high flash point. They are not readily ignited and serve only as a fuel when fire has started. The chemical powder he found were not inflammable. The rubber "Cement" contained inflammable volatile hydro-carbons.

In answer to my questions the chemist

In the High Court in Malaya at Johore Bahru

No. 5

Judgment of Azmi J. 1st October 1966 (continued)

said that the rubber elements were intact when he found them. He also found slicks of oil on the floor near some machines. In my view, however, on the facts the plaintiffs have failed to prove on the question of nuisance. I found as a fact that the building, perhaps not the best kind for the purpose, had been approved by the local authorities, who had placed certain conditions which appear to them to provide sufficient safety measures. I would therefore dismiss the claim on this account.

On the question on negligence. I would also dismiss for the reason above negligence based on grounds (i), (i)(a) and (ii). I will therefore now consider the question on negligence on particulars (iii), (iv) and (v). On this question I think the following evidence would be relevant. The defendants employed D.W.3 as a watchman who in my view was incompetent. I accept his evidence that he was there the whole night because on this ground the plaintiffs did not try to dispute but I feel considerable doubt that he was really awake during the part of the night and early next morning. I accept the evidence of both the experts called by the plaintiffs that the fire must have originated some hours before it was discovered which would have meant that the fire started in a small way until the rubber materials became affected. If the jaga had really been awake I feel sure that he would have become aware of the burning by the powerful smell the burning rubber must have produced. An ordinary watchman would have noticed this powerful smell. Again, fire extinguishers were provided but I accept the evidence of the fire officers none of them had been used. The jaga also failed to telephone the police or the fire engine when he easily could have done so on the office telephone where he said he was lying all night. If he had been a younger man or a more suitable person and less excitable I am sure that he could have telephoned either the police or the fire brigade long before the fire had developed and destroyed the defendants' premises. I am also sure that the jaga had no knowledge of how to deal with a case of fire. I would therefore say that

the plaintiffs succeed under particulars (iii), (iv) and (v).

The next question is the question of damages. The plaintiffs at the time of the fire were carrying on the business of second hand dealers in motor spare parts, that is to say he bought old motor vehicles, broke them up and sold them in parts. According to P.W.6 a partner of the plaintiffs' firm all his books were destroyed by the fire but he still had a stock list D.9 prepared at the end of 1963 for income tax purposes. He also produced 5 copies of the annual statements certified by the Income Tax Authorities and submitted to them by his firm for income tax purposes. They are Exhibit P.12A to 12B. According to P.12 one account for the year ending 31st December 1963 prepared for the Income Tax department by licenced accountants, the stock as it stood on 31st December 1963 was worth $176,041.50.

The plaintiffs called Mr. Frederick Jones, Surveyor and Loss Assessor to assess the loss suffered by them. Accordingly Mr. Jones with the assistance of members of his staff and Mr. Hogan P.W.5 started making the assessment on the 10th February 1964.

As a result Mr. Jones made the report Exhibit P.5. I wish to say that I am using this report only for the purpose of assessing the damage and I totally ignore the comments made by Mr. Jones as for example "Circumstances of loss" and his reference to the fire brigade report.

According to Mr. Jones they spent 5 whole days at plaintiffs' premises, working from 9 a.m. until 4.30 to 5 p.m. They examined every single item. For this he charged the plaintiffs $2,000/-. They apparently worked from the list of goods and their prices shown in exhibit D.9, a Chinese document made by Mr. Siah Yong Seng P.W.6, previously. The exhibit D.9 according to Mr. Siah is a list of cost prices.

Mr. Hogan, P.W.5 who assisted in the assessment said that one of the things he was

In the High Court in Malaya at Johore Bahru

No. 5

Judgment of Azmi J. 1st October 1966 (continued)

asked to do was to identify the names of the parts produced to him and also to say if the valuation made by the plaintiffs was correct or not. That is to say, whether too high or too low. He said there were minor disagreements as to the valuation but his would prevail. He thought that the valuation put to them was on the low side. He admitted that in most cases he accepted figures given by the plaintiffs but denied that he agreed blindly. For his work he was paid $300/-.

According to Mr. Jones' report Exhibit P.5, the various articles shown to him and his men were finally divided into three categories and were valued separately as follows :-

(a)	Undamaged items	...	$105,553.00
(b)	Partly damaged items	...	5,640.80
(c)	Totally damaged items	...	99,143.76
	Total stock	...	$210,337.56

The cost of rebuilding the premises was stated to be $4,000/- and the contents of the building which were also totally damaged amounted to $4,110.

According to the report after considerable discussion with the plaintiffs' counsel it was agreed between them and Mr. Jones that the losses be assessed on percentage basis namely as follows :-

(a) For partly damaged items 50% allowance,

(b) For totally damaged items 90% allowance.

Therefore, in applying these percentages the loss would be as follows :-

Stock	(a) Undamaged items	...	No loss
	(b) Partly damaged items	...	$2,820.40 loss
	(c) Totally damaged items	...	89,229.39 loss

(d) Building and contents 8,110.00 total loss

Valuation of loss $100,159.79

The report shows each item seen and assessed and also shows whether they are in good condition, partly damaged and totally damaged.

Mr. Jones was cross-examined on some of these items by the defence. In my view from the evidence of Mr. Jones and Mr. Hogan they had examined every item, assessed its value and its reduced value and assessed damage in terms of money. It would be seen that about half the quantity of goods in the shop was not damaged at all.

I am unable to see why I should not accept this valuation.

Mr. Smith for the defence suggested that the plaintiffs had failed to prove their loss and he called D.W.5. Mr. Cheang Kiar Tong to show that from the Income Tax return no loss was suffered by the plaintiffs in 1964. I confess I cannot understand this. In my view the plaintiffs had by the evidence of the assessors shown that some of their goods were partly damaged and a considerable amount were totally damaged and the totally damaged were assessed at 90% That means that the goods could still be sold as scrap.

According to Mr. Siah, P.W.6, he prepared Exhibit D.9 for the purpose of preparing a return for the Income Tax Department, therefore the figures were purchase price of those things but Mr. Hogan said the prices to the parts he put were selling prices which would include the profit. The question was not argued before me but I understood from the plaintiffs' pleadings that plaintiffs ask for loss due to the damage to the property but not due to loss of profit from the sale of these parts. I would therefore, on the question of damages, reduce the sum claimed by 15% that would bring

In the High Court in Malaya at Johore Bahru

No. 5

Judgment of Azmi J. 1st October 1966 (continued)

the figure to $85,135.82. I would also allow the claim to special damages namely $2,000/-.

There will therefore be judgment for the plaintiffs for $87,135.82 and the costs of this suit.

Sd. Azmi. bin Mohamed

CHIEF JUSTICE, MALAYA.

Johore Bahru,

1st October, 1966.

Mr. C.S. Wu for Plaintiffs.
Mr. T.G. Sim with C.S. Tay and Mr. L.A.J.Smith for Defendants.

TRUE COPY

Sgd. G.E. Tan
Secretary to Chief Justice
High Court, Malaya, 20th Oct. 1966.

No. 6

Judgment of Court 1st October 1966

No. 6

JUDGMENT OF COURT

BEFORE THE HONOURABLE DATO JUSTICE AZMI

JUDGE, MALAYA

IN OPEN COURT

This 1st day of October, 1966.

J U D G M E N T

THIS ACTION coming on for trial on the 1st, 2nd and 3rd days of March, 1966 before the Honourable Dato Justice Azmi bin Haji Mohamed, Chief Justice, Malaya, in the presence of Mr. C.S. Wu of Counsel for the Plaintiffs and Mr. Sim Teow Gok with Mr. C.S. Tay of Counsel for the Defendants

AND UPON READING the pleadings filed herein AND UPON HEARING the evidence adduced and what was alleged by Counsel as aforesaid IT WAS ORDERED that this action do stand adjourned to the 22nd day of May, 1966 AND UPON the same coming on for further hearing on the 22nd day of May and the 6th and 8th days of August, 1966 in the presence of Mr. C.S. Wu of Counsel for the Plaintiffs and Mr. L.A.J. Smith and Mr. Sim Teow Gok of Counsel for the Defendants AND UPON HEARING the evidence adduced and what was alleged by Counsel as aforesaid IT WAS ORDERED that this Action do stand adjourned for judgment AND UPON the same coming on for Judgment this day in the presence of Mr. C.S. Wu of Counsel for the Plaintiffs and Mr. Sim Teow Gok of Counsel for the Defendants IT IS ADJUDGED that the Plaintiffs do recover against the Defendants the sum of $ 87,135.82 by way of damages AND IT IS ORDERED that the costs of this Action be taxed and paid by the Defendants to the Plaintiffs.

GIVEN under my hand and the Seal of the Court, this 1st day of October, 1966

(L.S.) Sgd: V.R.T. Rangam

ASSISTANT REGISTRAR,
HIGH COURT, MALAYA,
JOHORE BAHRU.

In the Federal Court of Malaysia (Appellate Jurisdiction)

No. 7

Notice of Appeal. 4th October 1966.

No. 7

NOTICE OF APPEAL

Take Notice that the abovenamed Appellants Ling Nam Rubber Works (sued as a firm) being dissatisfied with the decision of the Honourable Dato Justice Azmi given at Johore Bahru on the 1st day of October, 1966, appeal to the Federal Court against the whole of the said decision.

Dated this 4th day of October, 1966.

Sd. Sim Peow Gok & Co.
Solicitors for the
Appellants.

No. 8

Memorandum of Appeal 10th November 1966.

No. 8

MEMORANDUM OF APPEAL

1. There was no evidence or no sufficient evidence to entitle the learned Judge to hold that the Appellants were negligent.

2. The learned Judge misdirected himself in holding that the evidence of and regarding D.W.3 was relevant to the questions of negligence raised in Particulars (iii), (iv) and (v).

3. There was no evidence or no sufficient evidence to show that the Appellants by the exercise of the standard of care reasonably to be expected of them could have discovered the existence of the fire earlier than was done.

4. There was no evidence or no sufficient evidence to show that the Appellants by the exercise of the standard of care reasonable to be expected of them could have prevented the damage to the Respondents' property.

5. There was no evidence or no sufficient evidence to substantiate the award by the

learned Judge of $87,135.82.

6. The learned Judge ought to have held that Mr. Jones (P.W.4) and Mr. Hogan (P.W.5) were not expert witnesses and that the evidence as to valuation given by them could not be relied upon.

7. The learned Judge ought to have held that there was no proper or independent valuation, that the evidence demonstrated that the valuation of the loss stated in Messrs. Herring and Company's Report (Exhibit P.5) was quite erroneous and that the Respondents had failed to prove the amount of their loss.

8. The learned Judge erred in law and in fact in accepting the figures of $4,000/- and $4,110/- as the loss suffered by the Respondents in respect of the building and its contents respectively and failed to observe that these figures represented replacement value and initial costs respectively.

9. The learned Judge ought to have disallowed the Respondents' claim for the survey fee.

Dated this 10th day of November, 1966.

Sd. SKRINE & CO.

Solicitors for the Appellants.

To:-

The Registrar,
The Federal Court,
Kuala Lumpur.

and to -

Messrs. Donaldson & Burkinshaw,
3-F, 3rd Floor,
Foh Chong Building,
Jalan Ibrahim,
Johore Bahru.

Solicitors for the Respondents.

The address for service of the Appellants is c/o Messrs. Skrine & Co., Straits Trading Building, No.4 Leboh Pasar Besar,Kuala Lumpur, Solicitors for the Appellants abovenamed.

In the Federal Court of Malaysia (Appellate Jurisdiction)

No. 9

Notice of Cross-Appeal 22nd November 1966.

No. 9

NOTICE OF CROSS-APPEAL

Take notice that, on the hearing of the above appeal, Leong Bee & Co. the Respondents abovenamed, will contend that the decision of the Honourable Dato Justice Azmi given at Johore Bahru on the 1st day of October 1966 ought to be varied to the extent and on the grounds hereinafter set out :-

1.(a) The Respondents seek an increase in the amount awarded in the Judgment from $87,135.82 to $102,159.75 (inclusive of $2,000/- Special Damages as claimed);

(b) The learned Judge erred in fact and in law in holding that the Respondents did not claim for loss of profit on the stocks-in-trade damaged and/or destroyed in the fire, and ought not to have made the reduction of 15% as he did.

2. The learned Judge erred in fact and in law in holding that the Respondents had failed to establish a case on nuisance and/or negligence against the Appellants, in view of the evidence adduced in respect of (i) the nature of the construction of the Appellants' factory premises; (ii) the user of the premises and (iii) the proximity of the premises in relation to the Respondents' and other neighbouring premises.

Sd. Donaldson & Burkinshaw

Solicitors for the Respondents

Dated at Johore Bahru this 22nd day of November 1966.

Signed
Asst. Registrar.

No. 10

In the Federal Court of Malaysia (Appellate Jurisdiction)

No. 10

Notes recorded by Ong Hock Thye F.J. 16th October 1967,

Notes recorded by Ong Hock Thye, F.J.

Monday, 16th October 1967.

P. Mooney for appellant

C.S. Wu for respondent.

Mooney:

Summary of facts - origin of fire in defendant's factory.
- negligence, nuisance - Rylands v. Fletcher. (1866) L.R. 1Ex. 265
2 witnesses re fire - P.W.6 (p.38 A-D) and D.W.3 (p.50) - both awoke when fire was in advanced condition.
P.W.3 (p.18) et seq.

Wu:

Re findings of fact of judge.
Submit - trial judge should have found for plaintiff - after discovering the watchman wasted time.

Principal claim was in nuisance - secondly negligence - thirdly Rylands v. Fletcher.
Nuisance on grounds:

(a) premises not suitable for purposes of rubber goods factory.
(b) premises improperly maintained.
(c) premises recklessly used to store an abundance of highly combustible substances.

In so far as the defendants had taken no steps to abate the nuisance, there was case of negligence as well.
p.73 c - judgment
That by-laws complied with is not enough to justify dismissal of nuisance
Premises a fire hazard -

p.20 A B to E
p.24 A4
p.25 A

In the Federal Court of Malaysia (Appellate Jurisdiction)

No. 10

Notes recorded by Ong Hock Thye, F.J. 16th October 1967(continued)

Type of building:

p.58 D - flimsy.

Maintenance of premises

p.62 E - F
p.100
p.24
p.88 - 89
p.61 (tins)

5 Fire Extinguishers required to be installed - p.54

p.21 G cf. p.26 D E

Storage of inflammable substances.

p.34 - Chemist's report (para 2)
- but cf. para 5, 6, 7

Rubber "processed sheets" - p.55 G

Adjourned to 2.30 p.m.

Resumed at 2.30 p.m.

D.W.4 - p.62C - storage of slippers
- p.60
- wall to wall 14' (p.63)

Recapitulate:

1. Premises not constructed for use as factory but shop-houses.

2. According to P.W.3, premises constituted a fire-hazard because (a) unsuitable for use as factory (b) large quantity of combustible materials stored therein.

3. The premises were used as factory and did house large quantities of combustible substances.

4. Evidence indicated lack of maintenance as to cleanliness and good order - cement floor never scrubbed or washed - oil slicks seen on floor after fire.

5. Defendants were aware of risk of fire in the premises - e.g. no smoking signs and provision of fire extinguishers.

6. Proximity of the 2 premises.

7. Fire did break out in defendant's premises - spread being due to (1) type of building (2) goods stored (3) proximity of the premises to each other.

8. Plaintiff did suffer substantial damage.

Musgrove v. Pandelis (1919) 2 K.B. 43

Mason v. Levy Arts Parts (1967) 2 A.E.R. 62

Goldman v. Hargrave (1966) 2 A.E.R. 989

Job Edwards v. Birmingham Navigations (1924) 1 K.B. 341

Conceded, the fire started accidentally but its spread was due to the character and use of the premises.

Sadleigh-Denfield v. Callagher, 1940 A.C.880 (sic)

Goldman v. Hargrave (1966) 2 A.E.R. 989

Submit same principle applies - here spread was due to nature of the premises and the storage of goods.

Spicer v. Smee (1946) 1 A.E.R. 489 @ 491D, 493C - nuisance - defective wiring.

Winge v. Cohen (1939) 4 A.E.R. (sic)

Wilchick v. Marks (1934) A.E.R. (Rep.) 73

28 Halsbury (3rd Ed.) p.135 s.171, 173

Merrington v. Ironbridge Metal Works Ltd. (1952) 2 A.E.R. 1101 G @ (iv)

Mooney:

(a) facts (b) law
- ev ery case distinguishable.

In the Federal Court of Malaysia (Appellate Jurisdiction)

No.10

Notes recorded by Ong Hock Thye, F.J. 16th October 1967(continued)

Facts:- Wu's submissions unjustified -

Suitability of premises?

What evidence otherwise?

cf. D.W.1 (p.45) & 46

P.W.2 - Electrical Inspector's Evidence - p.17 p.55, 57 the floor & rubber resp.

Wise Bros. Ltd. v. Commissioner for Rlys. N.S.W. (1947) 75 C.L.R. 59 @ 75

C.A.V.

(Sd) H.T. Ong
16.10.'67

Certified true copy,

(signed)

(B.E. Nettar)
Secretary to Judge,
Federal Court,
Malaysia,
19.3.'68

No. 11

Notes recorded by Raja Azlan Shah J. 16th October 1967.

No. 11

NOTES OF ARGUMENT AS RECORDED BY RAJA AZLAN SHAH, J.

16th October, 1967.

Peter Mooney for Appellants.

C.S. Wu for Respondents.

Mooney addresses:

Conceded that fire started from appellants' premises

P.W.6's evidence, p.38

D.W.3's evidence, p.50.

P.W.3's evidence, p.18

P.W.1's evidence, p.14

Wu addresses:

Trial Judge should have found for plaintiffs on negligence or nuisance.

Principal cause of action lies in nuisance.

Nuisance elements: (1) injuries, (2) plaintiffs suffered loss.

Our case is based on three elements:

(1) premises not suitable for purpose of rubber goods factory;

(2) premises improperly kept and maintained;

(3) premises were recklessly used to store an abundance of highly combustible substances.

Insofar as defendants had failed to abate the nuisance, it also constitutes negligence.

Judgment at p.73. Compliance with government byelaws not enough to dismiss case on nuisance and negligence.

Judge used the wrong criteria in arriving that no nuisance and negligence was established.

Defendants' premises a fire hazard.

P.W.3, p.20. Type of building. Put up in 1956. Semi-permanent shop-houses. P.58. Pillars, beams and roof were made of wood.

Maintenance of premises, p.62.

Fire report, p.100

Black oil, p.88. Photo 4F.

Factory required to instal 5 fire-extinguishers.

To 2.30 p.m. (Sgd) Raja Azlan Shah
JUDGE.

In the Federal Court of Malaysia (Appellate Jurisdiction)

No. 11

Notes recorded by Raja Azlan Shah J. 16th October 1967(continued)

Court resumes.

Wu continues:

Evidence shows:

(1) premises not originally constructed for use as a factory. Formerly consisted of four detached shop-houses;

(2) P.W.3 - Fire hazard - premises constituted a fire hazard - large quantities of combustible substances stored in the premises;

(3) premises were in fact used as a factory and were in fact storing large quantities of combustible substances;

(4) premises not properly maintained from point of view of cleanliness - cement floor not washed;

(5) Defendants were aware of fire hazard;

(6) proximity of plaintiffs' premises;

(7) fire started in defendants' premises - cause -

(a) type of premises
(b) combustible stores
(c) proximity;

(8) Plaintiffs suffered substantial loss.

Cites Musgrave v. Pandelis, (1919) 2 K.B.43

Cites Goldman v. Hargrave,(1966) 3 W.L.R.524

Cites Job Edwards v. Birmingham Navigations, (1924) 1 K.B. 341

Principal of two fires.

Sadleigh-Denfield v. Callagher, (1940)(sic) A.C.880, 892

Goldman v. Hargrave & Ors. (1966) 2 A.E.R. 989, 994, 995.

Spicer & Or. v. Smee, (1946) 1 A.E.R.489, 491.

Wringe v. Cohen (1939) 4 A.E.R. 241

Wilchick v. Marks & Silverstone, (1934) A.E.R. Reprints, 73, 76.

28 Halsbury p. 135, paras. 171, 136

Wu (contd.):

Newman v. Real Estate Debentures Corp. Ltd. & Flowers Decorations Ltd. (1940) 1 A.E.R. 131.

Marrington v. Ironbridge Metal Works Ltd. & Ors. (1952) 2 A.E.R. 1101.

Mooney addresses:

Nuisance.

No evidence that premises was unsuitable.

Town Council bye-laws.

D.W.1 - no risk of fire. Inspector of Machinery, p.46.

D.W.2 - p.49

P.W.2 - p.17

Chemist's report.

D.W.4 - pp.57, 55

Wise Bros. Pty.Ltd. v. Commissioner for Railways (N.S.W.) (1947) 75 C.L.R. 59, 66, 75.

C. A. V.

(Sgd) Raja Azlan Shah
JUDGE

Certified True Copy
(Signed)

Secretary to Judge,
Kuala Lumpur.

In the Federal Court of Malaysia (Appellate Jurisdiction)

No. 12

Notes recorded by Pawan Ahmad J. 16th October 1967,

No. 12

NOTES RECORDED BY PAWAN AHMAD, J.

In Open Court, Federal Court.

This 16th day of October, 1967.

Before me.

Sgd. Pawan Ahmad
Judge.

Federal Court Civil Appeal No. X.76 of 1966.

Mr. Mooney for Appellants.

Mr. C.S. Wu for Respondents. 10

Mr. Mooney opens by giving the brief facts of the case - Two eye-witnesses, namely, P.W.6 and D.W.3 - Makes observations on the evidence of those eye-witnesses.

Deals with the evidence of D.W.3, the Fire Officer. Deals with the Fire Officer's report - P.2.

Mr. Wu is called upon to satisfy the court on the evidence of negligence or nuisance.

Submits that the trial judge's finding of 20 fact that the failure on the part of the jaga to ask for the fire brigade immediately amounts to negligence. Employer vicariously liable.

After discovering the fire the watchman wasted time.

The principal claim was nuisance. Plaintiffs to prove (1) wrongful act; and (2) as a result the plaintiffs have suffered loss.

Grounds of appeal:

1. Premises not suitable for purposes 30 they were used.

2. Premises were improperly kept and maintained.

3. Premises were recklessly used to store combustible material.

Insofar as the defendants have not taken steps to abate the nuisance they are liable for nuisance.

Submits that the bye-laws were complied with were not enough as a defence to nuisance or negligence. It cannot be said that once bye-laws are complied with then there is no more liability. This is an incorrect statement of the law.

1st ground: Premises a fire hazard. Refers to page 20A. page 24A, page 25A evidence of D.W.3. No reason why evidence of this witness should not be accepted. The flimsy type of premises also makes it a fire hazard.

2nd ground: Maintenance of the premises. Refers to page 62E. There is evidence that there were rubber sheets lying around the machines at page 24. There were also tins containing black oil all over the place. At page 61, D.W.4 tries to explain that the oil in the tins was safe. These tins should not have been there - left behind by the watchman. At page 54D, premises required to install five fire extinguishers. At page 21 Fire Officer found only one fire extinguisher. However at page 26 defendants produced 4 burnt fire extinguishers.

3rd ground: Storage of combustible material in the premises. Page 84 of Vol.2 Chemist report - page 55G and page 56A, quantity of rubber.

Adjourned to 2.30 p.m.

(Continuation - 2.30 p.m.)

Page 60A, the finished products e.g. slippers were also stored in the premises.

From the evidence the following facts were found:

1. Premises not originally constructed for a factory.

In the Federal Court of Malaysia (Appellate Jurisdiction)

No. 12

Notes recorded by Pawan Ahmed J 16th October 1967(continued)

2. According to the Fire Officer the premises constituted a fire hazard because -

Firstly, premises not suitable for a factory.

Secondly, the large quantity of combustible material stored in the premises.

Thirdly, these premises were in fact used as a factory and had stored a large quantity of combustible substances.

Fourthly, the premises not properly maintained in view of uncleanliness, etc. e.g. slabs of rubber found lying around the machines, tins of black oil, the floor swept but not scrubbed.

Fifthly, defendants were aware of the fire risks by the notices they put up and the number of fire extinguishers kept and jaga taught to use the fire extinguishers.

Sixthly, the proximity of defendants' premises.

Seventhly, not denied that fire broke out and spread over the plaintiffs' premises. The spreading of fire due to three reasons:

(1) Type of defendants' premises.

(2) The combustible material stored in defendants' premises.

(3) The proximity of premises.

Common law:

(1) (1919) 2 K.B. p.43 (Musgrove v. Pandelis. Supported in Mason v. Lavey on the second proposition.

(2) (1924) 1 K.B. p.341 Job Edwards Ltd. v.

The Company of Proprietors of the Birmingham Navigations at p.357. 11 lines from the bottom, and p.360 second last paragraph.

In this case fire started due to an accident and spread due to unsuitability of the premises.

(3) (1940) A.C. p.880 Sedleigh-Denfield v. O'Callaghan and Others at p.892 last paragraph.

(4) (1966) 2 A.E.R. p.989 Goldman v. Hargrave and Others.

The second fire that spread was due to unsuitability of premises and the storage of inflammable material.

(5) (1946) 1 A.E.R. p.489 Spicer and Another v. Smee.

Submits that failure to abate the nuisance would amount to negligence at p. 493D.

(6) (1939) 4 A.E.R. at p.241 Wringe v. Cohen.

State of premises along might constitute nuisance.

(7) (1934) 2 A.E.R. p.73 Wilchick v. Marks

Unsuitable use of premises may amount to a nuisance.

Halsbury Laws of England 28th Edition at p. 135, para. 172, para. 173.

(1) (1940) 1 A.E.R. 131 Newman's case - compliance of bye-laws is no excuse for nuisance.

(2) (1952) 2 A.E.R. p.1101 Merrington's case.

Submits that the plaintiffs have at least established a case of nuisance.

Mr. Mooney replies:

Submits there is no evidence of a nuisance. Every case submitted by

In the Federal Court of Malaysia (Appellate Jurisdiction)

No. 12

Notes recorded by Pawan Ahmed J 16th October 1967(continued)

respondents can be distinguished.

1st premises not suitable - No evidence to show that the premises were unsuitable for conversion from shop house to a factory. Town Board issued licence. Evidence of Inspector of Machinery (D.W.1). Evidence of Public Health Inspector (D.W.2). Evidence of Electrical Inspector (P.W.2). No natural rubber in premises. Only vulcanised rubber p.57 (D.W.4) B. 10

(1947) 47 Common Law Review p.59 Wise Brothers Ltd. v. The Commissioner for Railways (New South Wales).

C. A. V.

Sgd. Pawan Ahmad
Judge.

TRUE COPY

(Signed)

Secretary to Judge
High Court, Malaysia, Ipoh 20
17/2/68

No. 13

Judgment of Ong Hock Thye F.J. 26th January 1968.

No. 13

JUDGMENT OF ONG HOCK THYE, F.J. MALAYSIA.

This is an appeal from a judgment of Azmi C.J. (Malaya) given on October 1, 1966, in the High Court at Johore Bharu by which he (sic) awarded to the respondents the sum of $87,135.82 in respect of damage caused by fire to their properties.

The respondents were dealers in motor spare parts occupying a shophouse, No. 85A Jalan Scudai in Tampoi, Johore. The appellants owned the adjacent premises Nos. 73, 75, 77 and 79 used by them as a factory for the manufacture of rubber slippers. These premises, including the respondents' shophouse, were situate within the industrial area of Tampoi. 30

At about 5 a.m. of February 2, 1964, long after the appellants' workmen had departed at the end of the previous day's work, a fire broke out in the factory which spread rapidly on to the respondents' premises, causing considerable damage to both properties. The cause of the fire was never established. It was in evidence, however, that the appellants had installed a night-watchman in the factory who failed to remain awake or sufficiently alert, so that, upon discovering the fire he was unable to take any effective steps to prevent it from spreading to the respondents' premises.

The respondents sued these appellants for damages, on the alternative grounds of nuisance and negligence, in addition to strict liability under Rylands v. Fletcher.(1) The learned Chief Justice in his judgment did not advert at all to Rylands v. Fletcher, and held that "the plaintiffs have failed to prove on the ground ofnuisance", but he decided in their favour of negligence. The appellants now appeal against the verdict of negligence while the respondents cross-appeal in respect of nuisance as well as the quantum of damages. Since Rylands v. Fletcher has been abandoned as a ground of the cross-appeal, nothing more need be said on the point here.

The nice distinctions between the torts of nuisance and negligence are often not easily perceived; indeed the two have not infrequently been somewhat confused in the past: see on this point the Privy Council judgments of Lord Reid in The Wagon Mound (No.2)(2) and of Lord Wilberforce in Goldman v. Hargrave(3) in which latter case his Lordship made the following observation:

> "As this Board has recently explained in The Wagon Mound (No.2), Overseas Tankship (U.K.) Ltd. v. The Miller Steamship Co., Pty. Ltd.(2) the tort of nuisance, uncertain in its boundary, may comprise a wide variety of situations, in some of which negligence plays no part, in other of which it is decisive."

In the Federal Court of Malaysia Appellate Jurisdiction)

No. 13

Judgment of Ong Lock Thye F.J. 13th January 1968(continued)

There is, however, one common feature of liability, both in negligence and nuisance, for which one need only refer conveniently to The Wagon Mound (No.1)(4) and the Wagon Mound (No.2). The test is the same for each tort, namely foreseeability of the damage. Thus, it was laid down in The Wagon Mound (No.1) at p.415 that in negligence "the essential factor in determining liability is whether the damage is of such a kind as the reasonable man should have foreseen". Then, in The Wagon Mound (No.2) at p.717, it was affirmed that "it is not sufficient that the injury suffered ... was the direct result of the nuisance if that injury was in the relevant sense unforeseeable."

Turning to the facts of this case, it will be immediately observed that the learned Chief Justice's finding of fact was that there was no nuisance. He said this:

> "In my view, however, on the facts the plaintiffs have failed to prove on the question of nuisance. I found as a fact that the building, perhaps not the best kind for the purpose, had been approved by the local authorities, who had placed certain conditions which appear to them to provide sufficient safety measures. I would therefore dismiss the claim on this account."

This finding of fact, of course, implies he was satisfied not only that the conditions laid down as to safety measures were sufficient to remove all foreseeable hazards, but also that those conditions had been complied with and observed by the appellants, notwithstanding arguments by the respondents to the contrary.

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(1) (1866) L.R. 1 Ex. 265

(2) (1966) 2 A.E.R. 710

(3) (1966) 2 A.E.R. 989, 992

(4) (1961) 1 A.E.R. 404, 415

It is therefore not a little surprising that, in the next breath, as it were, the learned Chief Justice took a contrary view of the appellants' liability in negligence, which, of course, implies foreseeability of the event resulting in damage. If the damage was unforeseeable with regard to nuisance, how could the same damage have been foreseeable in negligence? Foreseeability, after all, is the common factor in both. It is desirable, therefore, that I reproduce in full the learned Chief Justice's judgment which immediately follows the passage just quoted:

" On the question on negligence. I would also dismiss for the reason above negligence based on ground (i), (i)(a) and (ii). I will therefore now consider the question on negligence on particulars (iii), (iv) and (v). On this question I think the following evidence would be relevant. The defendants employed D.W.3 as a watchman who in my view was incompetent. I accept his evidence that he was there the whole night because on this ground the plaintiffs did not try to dispute but I feel considerable doubt that he was really awake during the part of the night and early next morning. I accept the evidence of both the experts called by the plaintiffs that the fire must have originated some hours before it was discovered which would have meant that the fire started in a small way until the rubber materials became affected (sic). If the jaga had really been awake I feel sure that he would have become aware of the burning by the powerful smell the burning rubber must have produced. An ordinary watchman would have noticed this powerful smell. Again, fire extinguishers were provided but I accept the evidence of the fire officers none of them had been used. The jaga also failed to telephone the police or the fire engine when he easily could have done so on the office telephone (sic) where he said he was lying (sic) all night. If he had been a younger man or a more suitable person and less excitable I am

In the Federal Court of Malaysia (Appellate Jurisdiction)

No. 13

Judgment of Ong Hock Thye F.J. 26th January 1968(continued)

sure that he could have telephoned either the police or the fire brigade long before the fire had developed and destroyed the defendants premises. I am also sure that the jaga had no knowledge of how to deal with a case of fire. I would therefore say that the plaintiffs succeed underparticulars (iii), (iv) and (v) ."

The particulars of negligence which were referred to by numbers above are set out in full in the judgment of the learned Chief Justice. Suffice it to say here that the particulars (iii), (iv) and (v) all belong to the category of omissions, either by the appellants or their servant, to take proper precautions against, and proper steps upon, an outbreak of fire. They all postulate, of course, that fire in the factory was foreseeable by the appellants; not, be it emphasised, an outbreak while the workers were there and the machinery in motion, but while the factory was deserted and its machinery idle.

The manifest self-contradiction, therefore, compels me to ask: "Is there anything in the judgment of the learned Chief Justice showing he was at all aware that foreseeability of the damage is the essential test of liability in negligence?" I observe that he cited no authority whatsoever in the whole of his judgment, nor any statement of principle, established by precedents, upon which he based his decision. As the judgment shows, all he did was merely to refer to what he thought was relevant evidence, namely, the employment of an incompetent watchman, the probability that he was asleep, his failure either to use the fire extinguishers available, or to telephone the fire brigade or police and, finally, his lack of training to cope with such an emergency. In the result it will be necessary to analyse the true nature of these findings in order to ascertain whether the conclusion he came to on negligence was true or false.

The first point to consider is whether the learned Chief Justice drew any distinction in his mind between "fault" on the part of the

appellants and that on the part of their servant? ("Fault" would seem to be the mot juste descriptive of conduct). From the passage quoted the fault appears to have been regarded as an amalgam of both, although on balance the particulars of negligence (iv) and (v) rather point to the principle of vicarious liability. I am afraid I am utterly ignorant of any authority for the novel proposition that, where the fault of master or servant, individually, does not amount to negligence in law on the part of either, the joint and cumulative fault of both will nevertheless render the master vicariously liable. With respect, it seems to me that we are witnessing an original development of the common law in the new Malaysia, if his Lordship's judgment is any authority. What other ratio decidenti, if indeed there is any, (sic) can be deduced from the bare recital of facts said to be relevant to his conclusion?

As to these facts, it will be observed, on the one hand, that the appellants only could have been held to blame for employing an incompetent servant and for not having trained or advised him how to act in such an emergency; on the other hand, the watchman was considered blameworthy mainly for sleeping on his job and to a lesser extent for incompetency. Taking each case separately, the first question that comes to mind, as regards the appellants, is whether it was ever within their contemplation, even as a remote possibility, that any fire could break out at night in an idle factory which was deserted by all except the watchman. In my judgment no reasonable person would say that the chance of its happening was any more to be anticipated than that Miss Stone would be struck by the cricket ball which flew a distance of 100 yards from within the grounds of the Cheetham Cricket Club: see Bolton v. Stone.(5)

As to the watchman, surely the important point that should have been made, but was not, was whether, assuming that he was sleeping on his job, he was aroused while the fire was still reasonably within his power to subdue. Unless

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(5) (1951) A.C. 850

this was established - indeed the evidence was all the other way - his fault lay solely in his having fallen asleep. Then, again, as regards his failure to use the fire extinguishers, there is not a scrap of evidence that they were within his reach or that his access to them was not barred by the flames. His evidence, which was in no way shaken, was that the first warning he received was "a shout outside the factory to the effect that fire had broken out." Since the fire was of such proportions that it was already clearly visible from outside when his attention was called to it, was any inference open that the extinguishers were still available for his use, without any evidence to that effect? Thus it all boils down to this: Was he negligent simply because he had allowed himself to drop off to sleep, considering that the risk of fire was no more foreseeable by him than by his employers?

As appropriate to the circumstances of this case, I would with respect adopt what Lord Wilberforce said last year in Goldman v. Hargrave:(3)

> " In such situations the standard ought to be to require of the occupier what is reasonable to expect of him in his individual circumstances. ... he should not be liable unless it is clearly proved that he could, and reasonably in his individual circumstances should, have done more."

In my judgment, the fact that the fire at that hour was wholly unforeseeable by the appellants or their servant must be conclusive in their favour in negativing negligence on the part of either of them.

It remains only to add a word on the cross-appeal on nuisance. Foreseeability being also an element in the tort of nuisance, the cross-appeal equally fails.

I would allow this appeal, dismiss the cross-appeal and set aside the judgment of the

learned Chief Justice, with costs here and in the court below.

(Sgd) H.T. Ong

JUDGE,
FEDERAL COURT,
MALAYSIA.

Kuala Lumpur
26th January '68.

In the Federal Court of Malaysia (Appellate Jurisdiction)

No. 13

Judgment of Ong Hock Thye F.J. 26th January 1968(continued)

Mr. P. Mooney for the appellant

Mr. C.S. Wu for the respondent

Certified True Copy
(Signed)
Ag. Setia-usaha kapada Hakim
Mahkamah Persekutuan
Malaysia
Kuala Lumpur.

No. 14

NOTICE OF MOTION

No. 14

Notice of Motion.

20th February 1968.

TAKE NOTICE that on Monday the 4th day of March, 1968 at 10 o'clock in the forenoon or as soon thereafter as he can be heard Mr. Peter Mooney of Counsel for the abovenamed Appellants will move the Court for an order that the Order made by this Honourable Court in this Appeal and Cross-Appeal be corrected by the addition of the following paragraph thereto:

" AND IT IS ORDERED that the Respondents do pay to the Appellants interest at the rate of six per centum per annum on the said damages and interest paid by the Appellants to the Respondents from the 4th November 1966 until the date on which the said damages and interest are repaid to the Appellants by the Respondents. "

Sd. Skrine & Co.
Solicitors for the
Appellants

In the Federal Court of Malaysia Appellate Jurisdiction)

No. 14

Notice of Motion. 20th February 1968 (continued)

Dated at Kuala Lumpur this 20th day of February, 1968.

Signed
Chief Registrar
Federal Court, Malaysia,
Kuala Lumpur.

To:

The Respondents abovenamed
or their Solicitors,
Messrs. Donaldson & Burkinshaw,
3-P, 3rd floor, Foh Chong Building,
Jalan Ibrahim,
Johore Bahru.

This Notice of Motion was taken out by Messrs. Skrine & Co., Advocates & Solicitors, Straits Trading Building, 4 Leboh Pasar Besar, Kuala Lumpur, Solicitors for the Appellants abovenamed.

This Notice of Motion will be supported by the affidavit of Peter Mooney affirmed on the day of , 1968 and filed herein.

Filed this 9th day of February 1968.

Signed
Chief Registrar
Federal Court, Malaysia
Kuala Lumpur.

No. 15

Affidavit of Peter Mooney 9th February 1968.

No. 15

AFFIDAVIT OF PETER MOONEY.

I, Peter Mooney of 4 Leboh Pasar Besar, Kuala Lumpur, being of full age, affirm and say as follows :-

1. I was Counsel for the Appellants in this Appeal.

2. On 26th January 1968, the Federal Court

gave judgment in favour of the Appellants and ordered the Respondents to repay to the Appellants the damages paid by the Appellants to the Respondents in pursuance of the Order of the High Court in this suit and to repay the interest paid by the Appellants thereon and the costs paid by the Appellants. The draft Order in the terms approved by the Respondents' Solicitors is now shown to me and is exhibited hereto marked "PM.1".

3. The damages amounted to $87,571.82 and were paid on 4th November 1966 by the Appellants to the Respondents.

4. Upon the delivery of the said judgment, I omitted to request the Federal Court to order the payment of interest by the Respondents to the Appellants upon the sum paid by way of damages and interest by the Appellants to the Respondents. In consequence of my omission, the attention of the Federal Court was not drawn to this point and to the authorities dealing with it and I verily believe that it was in consequence thereof that no order regarding payment of interest was made.

5. In the premises I respectfully ask that the said order be corrected as set out in the Notice of Motion.

AFFIRMED before me at Kuala Lumpur this 9th day of February, 1968 at 10.50 a.m.) Sd. Peter Mooney

Sd. Soo Kok Kwong

Commissioner for Oaths.

This Affidavit was filed by Messrs. Skrine & Co., Straits Trading Building, 4 Leboh Pasar Besar, Kuala Lumpur, Solicitors for the Appellants abovenamed.

Filed this 9th day of February, 1968.

Sd. Au Ah Wah

Chief Registrar
Federal Court, Malaysia
Kuala Lumpur.

In the Federal Court of Malaysia (Appellate Jurisdiction)

No. 16

Order dated 26th January 1968.

Exhibit "PM.1" to Affidavit of Peter Mooney.

No. 16

EXHIBIT "PM.1" TO AFFIDAVIT OF PETER MOONEY

In Open Court,

This 26th day of January, 1968.

O R D E R

THIS APPEAL coming on for hearing on the 16th day of October, 1967 in the presence of Mr. Peter Mooney of Counsel for the Appellants and Mr. C.S. Wu of Counsel for the Respondents AND UPON READING the Record of Appeal filed herein and the Notice of Cross-Appeal given by the Respondents AND UPON HEARING the arguments of Counsel as aforesaid IT WAS ORDERED that this Appeal do stand adjourned for judgment AND the same coming on for judgment this day in the presence of Mr. Peter Mooney of Counsel for the Appellants and Miss Chan Kheng Yin of Counsel for the Respondents IT IS ORDERED that this Appeal be and is hereby allowed and that the Judgment of the Honourable Dato Justice Azmi dated the 1st day of October 1966 be set aside AND IT IS ORDERED that the costs of this Appeal together with the costs of the Cross Appeal which is hereby dismissed and the costs incurred by the Appellants in the Court below be paid by the Respondents to the Appellants AND IT IS FURTHER ORDERED that the Respondents do repay to the Appellants the sum of $96,381.42 (Dollars Ninety-six thousand three hundred and eighty-one and cents forty-two) being damages together with interest thereon and costs incurred in the Court below paid by the Appellants to the Respondents AND IT IS LASTLY ORDERED that the sum of $500/- (Dollars Five hundred) lodged in Court by the Appellants as security for the costs of the Appeal be paid out to the Appellants.

Given under my hand and the seal of the Court this 26th day of January, 1968.

CHIEF REGISTRAR,
FEDERAL COURT,
MALAYSIA.

In the Federal Court of Malaysia (Appellate Jurisdiction)

No. 17

Affidavit of Chang Sheng Wu.

29th February 1968.

No. 17

AFFIDAVIT OF CHANG SHENG WU

I CHANG SHENG WU of 410-C Pasir Panjang Road, Singapore, do solemnly affirm and say as follows :-

1. I was Counsel for the Respondents in this Appeal, and have read the Affidavit of Peter Mooney affirmed on the 9th day of February 1968 and filed herein.

2. The learned trial Judge's Judgment was delivered on the 1st day of October 1966 and the Appellants' Record of appeal was filed in mid November 1966.

3. On the 27th day of February 1967, the Federal Court Registrar wrote to the Respondents' Solicitors to enquire whether the parties would agree to the Appeal being heard at the Federal Court sitting at Johore Bahru commencing the 10th day of June 1967. As a result of subsequent correspondence between the Respondents' Solicitors and the Appellants' Solicitors, it was agreed, at the Respondents' Solicitors' request, to have the Appeal heard at a later sitting because Appellants' Counsel had to be in London in June 1967 for a Privy Council matter. Copies of the mentioned letters are now produced and shown to me and are hereto annexed and collectively marked Exhibit "CSW 1".

4. This Appeal was eventually heard before the Federal Court at its sitting at Kuala Lumpur commencing the 16th day of October 1967. In the premises there was a delay of approximately four months in the hearing of the Appeal to suit the convenience of Appellants' Counsel.

Affirmed at Singapore)
this 29th day of February)Sd. C.S.Wu
1968.)

Before me,
(Signed) M.J. Namazie
A Commissioner for Oaths.

n the Federal Court of Malaysia Appellate urisdiction)

No. 17(a)

xhibit "CSW 1" o Affidavit of HANG SHENG WU

etter Federal ourt Registrar o Donaldson & urkinshaw 7th February 1967.

No. 17(a)

EXHIBIT "CSW 1" TO AFFIDAVIT OF CHANG SHENG WU.

Kuala Lumpur 27th February 1967.

Bil.(14)dlm.F.C.Civil Appeal X.76/66

Messrs. Donaldson & Burkinshaw,
Advocates & Solicitors,
Mercantile Bank Chambers,
SINGAPORE, 1.

Tuan2,

FEDERAL COURT CIVIL APPEAL NO. X.76 of 1966
(J.Bahru High Court Civil Suit No. 67/64)

Between

Ling Nam Rubber Works)
(sued as a firm)) Appellants

and

Leong Bee & Company)
(suing as a firm)) Respondents

I have the honour to refer to your letter CSW/RT/L 41181 dated 20th February, 1967 and to note your request for the hearing of the above Appeal before the Federal Court at Johore Bahru.

2. Kindly ascertain from Messrs. Skrine and Company, Solicitors for the Appellants, whether they consent to the Appeal being stood over until the next sitting of the Federal Court at Johore Bahru scheduled to commence on 10th June 1967.

3. The date and venue of hearing of every Appeal to this Court are fixed under the directions of the Honourable the Lord President in accordance with Section 39 of the Courts of Judicature Act, 1964.

4. The above Appeal will not be fixed for

hearing at Kuala Lumpur on 27th March, 1967.

Saya yang menurut perentah,

(Signed)

(NG MANN SAU)
b.p. KETUA PENDAFTAR

VR/FN

In the Federal Court of Malaysia (Appellate Jurisdiction)

No. 17(a)
Exhibit "CSW 1" to Affidavit of Chang Sheng Wu

Letter Federal Court Registrar to-Donaldson & Burkinshaw 27th February 1967 (continued)

No. 17(b)

EXHIBIT "CSW 1" TO AFFIDAVIT OF CHANG SHENG WU

No. 17(b)
Exhibit "CSW 1" to Affidavit of Chang Sheng Wu

Letter Donaldson & Burkinshaw to Skrine & Co. 6th March 1967.

CSW/RT/L.41881
PM/TLH/8142/66

6th March 1967.

Messrs. Skrine & Co.,
Straits Trading Building,
4, Leboh Pasar Besar,
Kuala Lumpur.

Dear Sirs,

re: Federal Court Civil Appeal No. X 76/66

The Chief Registrar has requested us to write to you for your consent that the above Appeal be stood over until the next sitting of the Federal Court in Johore Bahru, which is scheduled to commence on the 10th June 1967. We shall be pleased if you will let us have your consent to this. The Chief Registrar has informed us that this Appeal will not be coming on for hearing at the Federal Court sitting in Kuala Lumpur commencing on the 27th March 1967, and in any event, we cannot take this sitting as

n the Federal Court of Malaysia Appellate urisdiction)

No. 17(b)

xhibit "CSW 1" o Affidavit of hang Sheng Wu

etter Donaldson Burkinshaw to krine & Co. th March 1967 (continued)

the writer will be engaged in a ten days' case in the High Court in Singapore commencing at the end of March 1967.

Your favourable reply will be appreciated.

Yours faithfully,

Sgd. Donaldson & Burkinshaw.

c.c. The Chief Registrar,
Kuala Lumpur.

No. 17(c)

xhibit "CSW 1" o Affidavit of hang Sheng Wu

etter Skrine & o to Donaldson & urkinshaw. th March 1967.

No. 17(c)

EXHIBIT "CSW 1" TO AFFIDAVIT OF CHANG SHENG WU

7th March 1967

Surat Tuan CSW/RT/L.41881

Surat Kami PM/TLH/8142/66

Messrs. Donaldson & Burkinshaw,
Mercantile Bank Chambers,
Singapore, 1.

Gentlemen,

Re: Federal Court Civil Appeal No.X76/66

We thank you for your letter of 6th March 1967.

We should be very glad to accommodate you regarding this request but our client has particularly asked that the appeal should be heard, if possible, at the Federal Court sitting in Kuala Lumpur on the 27th March 1967 and we shall have to refer your letter to him for his instructions.

We may also say that the writer, who has been instructed to appear as Counsel for the appellant, is due to appear in the Privy Council

on an appeal which, we understand, will probably be heard in June and it therefore may be necessary for him to leave for London in early June, which may make it impossible for him to appear in Johore Bahru on the 10th June.

We shall write you as soon as we have consulted with our client.

Yours faithfully,

Sgd. Skrine & Co.

c.c. to :-

The Chief Registrar,
Federal Court,
Kuala Lumpur.

In the Federal Court of Malaysia (Appellate Jurisdiction)

No. 17(c)

Exhibit "CSW 1" to Affidavit of Chang Sheng Wu

Letter Skrine & Co to Donaldson & Burkinshaw. 7th March 1967. (continued)

No. 17(d)

No. 17(d)

Exhibit "CSW 1" to Affidavit of Chang Sheng Wu

Letter Donaldson & Burkinshaw to Skrine & Co. 13th March 1967.

EXHIBIT "CSW 1" TO AFFIDAVIT OF CHANG SHENG WU

CSW/RT/L.41881
PM/TLH/8142/66 13th March 1967
Messrs. Skrine & Co.,
Straits Trading Building,
4, Leboh Pasar Besar,
Kuala Lumpur.

Dear Sirs,

Re:Federal Court Civil Appeal No.X76/66

We thank you for your letter of the 7th instant, and note its contents.

If it is not possible for your Mr. Mooney to take hearing dates for June, may we suggest that we agree to the Appeal being heard after your Mr. Mooney's return from London. The Chief Registrar has already informed us that this Appeal will not be heard in the March sitting of the Federal Court in Kuala Lumpur, and as we have said in our previous letter, the writer will not be free for such a hearing in any event, and in view of the nature of the Appeal it would not be in our clients' interests that we pass the matter over to another member of the firm.

Yours faithfully,
Sgd. Donaldson & Burkinshaw.

In the Federal Court of Malaysia (Appellate Jurisdiction)

No. 17(e)

Exhibit "CSW 1" to Affidavit of Chang Sheng Wu

Letter Skrine & Co to Donaldson & Burkinshaw 9th May 1967.

No. 17(e)

EXHIBIT "CSW 1" TO AFFIDAVIT OF CHANG SHENG WU

9th May 1967

Surat Tuan CSW/RT/L.41881

Surat Kami PM/TLH/8142/66

Messrs. Donaldson & Burkinshaw,
Mercantile Bank Chambers,
Singapore, 1.

Gentlemen,

Re: Federal Court Civil Appeal No. X.76 of 1966

We refer to your letter of the 13th March. At the next sitting of the Federal Court in Johore Bahru in June, Mr. Mooney will be in London for a privy council appeal and our client has requested that the appeal be held over until his return. We have already spoken to Mr. Ramachandran of the Federal Court registry who informed us that he was prepared to pay it down for the following sitting of the Federal Court at Johore Bahru which will be in October. We presume that from the terms of your letter this is agreeable to you.

Yours faithfully,

Sgd. Skrine & Co.

c.c. to:-

The Chief Registrar,
Federal Court,
Kuala Lumpur.

No. 17(f)

EXHIBIT "SCSW 1 " TO AFFIDAVIT OF CHANG SHENG WU

CSW/RT/L.41881

PM/TLH/8142/66

22nd May 1967

Messrs. Skrine & Co.,
Straits Trading Building,
4, Leboh Pasar Besar,
Kuala Lumpur.

Dear Sirs,

re: Federal Court Civil Appeal
No. X.76 of 1966

We thank you for your letter of the 9th instant, and are agreeable to the suggestion that you have made in your letter. We have to apologise for the lateness of the reply which has been due to pressure of work.

Yours faithfully,

Sgd. Donaldson & Burkinshaw.

c.c.

The Chief Registrar,
Federal Court,
Kuala Lumpur.

In the Federal Court of Malaysia (Appellate Jurisdiction)

No. 17(f)

Exhibit "CSW 1" to Affidavit of Chang Sheng Wu

Letter Donaldson & Burkinshaw to Skrine & Co. 22nd May 1967.

In the Federal Court of Malaysia (Appellate Jurisdiction)

No. 18

Order (amending Order of 26th January 1968) 4th March 1968.

No. 18

ORDER (AMENDING ORDER OF 26th JANUARY 1968)

CORAM: ONG HOCK THYE, JUDGE,
FEDERAL COURT, MALAYSIA:

RAJA AZLAN SHAH, JUDGE,
HIGH COURT, MALAYA:

and

PAWAN AHMAD, JUDGE,
HIGH COURT, MALAYA.

In Open Court

This 4th day of March, 1968.

O R D E R

UPON MOTION made to this Court this day by Mr. Peter Mooney of Counsel for the Appellants abovenamed in the presence of Mr. D.L. Pickard of Counsel for the Respondents abovenamed AND UPON READING the Notice of Motion dated 20th February 1968 and the Affidavit of Peter Mooney affirmed on the 9th day of February 1968 and the Affidavit of Chang-Sheng Wu affirmed on the 29th day of February 1968 AND UPON HEARING Counsel as aforesaid IT IS ORDERED that the Order dated 26th January 1968 made by this Honourable Court in this Appeal and Cross-Appeal be and is hereby corrected by the addition of the following paragraph thereto:

> "AND IT IS ORDERED that the Respondents do pay to the Appellants interest at the rate of six per centum per annum on the said damages and interest paid by the Appellants to the Respondents from the 4th November 1966 until the date on which the said damages and interest are repaid to the Appellants personally by the Respondents. "

AND IT IS ORDERED that the costs of and incidental to this Motion in the sum of $250/- (Dollars Two hundred and fifty) be paid by the

Appellants to the Respondents.

Given under my hand and the seal of the Court this 4th day of March, 1968.

Signed AU AH WAH.

CHIEF REGISTRAR,
FEDERAL COURT,
MALAYSIA.

In the Federal Court of Malaysia (Appellate Jurisdiction)

No. 18

Order (amending Order of 26th January 1968) 4th March 1968

No. 19

Order as amended 26th January 1968

No. 19

ORDER AS AMENDED

CORAM: ONG HOCK THYE, JUDGE,
FEDERAL COURT, MALAYSIA:

RAJA AZLAN SHAH, JUDGE,
HIGH COURT, MALAYA:

and

PAWAN AHMAD, JUDGE,
HIGH COURT, MALAYA.

In Open Court

This 26th day of January, 1968.

O R D E R

THIS APPEAL coming on for hearing on the 16th day of October, 1967 in the presence of Mr. Peter Mooney of Counsel for the Appellants and Mr. C.S. Wu of Counsel for the Respondents AND UPON READING the Record of Appeal filed herein and the Notice of Cross-Appeal given by the Respondents AND UPON HEARING the arguments of Counsel as aforesaid IT WAS ORDERED that this Appeal do stand adjourned for judgment AND the same coming on for judgment this day in the presence of Mr. Peter Mooney of Counsel for the Appellants and Miss Chan Kheng Yin of Counsel for the Respondents IT IS ORDERED that this Appeal be and is hereby allowed and that

In the Federal Court of Malaysia (Appellate Jurisdiction)

No. 19

Order as amended 26th January 1968 (continued)

the Judgment of the Honourable Dato Justice Azmi dated the 1st day of October 1966 be set aside AND IT IS ORDERED that the costs of this Appeal together with the costs of the Cross-Appeal which is hereby dismissed and the costs incurred by the Appellants in the Court below be paid by the Respondents to the Appellants AND IT IS ORDERED that the Respondents do repay to the Appellants the sum of $96,381.42 (Dollars Ninety-six thousand three hundred and eighty-one and cents forty-two) being damages together with interest thereon and costs incurred in the Court below paid by the Appellants to the Respondents AND IT IS ORDERED that the Respondents do pay to the Appellants interest at the rate of six per centum per annum on the said damages and interest paid by the Appellants to the Respondents from the 4th November 1966 until the date on which the said damages and interest are repaid to the Appellants personally by the Respondents AND IT IS LASTLY ORDERED that the sum of $500/- (Dollars Five hundred) lodged in Court by the Appellants as security for the costs of the Appeal be paid out to the Appellants.

Given under my hand and the seal of the Court this 26th day of January, 1968.

Signed AU AH WAH

CHIEF REGISTRAR,
FEDERAL COURT,
MALAYSIA.

No. 20

In the Federal Court of Malaysia (Appellate Jurisdiction)

No. 20

Order granting Leave to Appeal 17th June 1968.

IN THE FEDERAL COURT OF MALAYSIA HOLDEN AT KUALA LUMPUR

(APPELLATE JURISDICTION)

FEDERAL COURT CIVIL APPEAL NO.X.76 of 1966

O R D E R

UPON MOTION made unto Court this day by Mr. Derek Loynston Pickard of Counsel for the Respondents abovenamed in the presence of Mr. Peter Mooney of Counsel for the Appellants abovenamed AND UPON READING the Notice of Motion dated the 29th day of May,1968 and the Affidavit of Mohamed Kassim s/o Abdul Azeez affirmed on the 29th day of May, 1968 AND UPON HEARING Counsel as aforesaid for the parties IT IS ORDERED that final leave be and is hereby granted to the Respondents abovenamed to appeal to His Majesty the Yang di-Pertuan Agong against the whole of the Judgment and Order of the Federal Court of Malaysia dated the 26th day of January, 1968.

GIVEN under my hand and the Seal of the Court this 17th day of June, 1968.

Signed AU AH WAH

CHIEF REGISTRAR,
FEDERAL COURT, MALAYSIA.

EXHIBITS

P. 1

Chemists
Report
6th March 1964.

EXHIBITS

P.1. CHEMISTS REPORT - 6th MARCH 1964.

Jabatan Kimia
Department of Chemistry
Malaysia

Certified True Copy

Kuala Lumpur Laboratory.

Lab. No.(3L) 1113/64

6th March 1964.

REPORT UNDER SECTION 399 OF THE CRIMINAL PROCEDURE CODE (CAP. 6).

I, M.D.AMARASINGHAM, Chemist, F. of M. do hereby certify that at 8.45 a.m. on the 3rd day of February 1964, at the request of the Officer in Charge Police District, Johore Bahru and accompanied by Senior Insp. Pritem Singh, I visited a burnt down rubber factory at the 4th mile, Jalan Scudai, Johore Bahru, I found that the whole of the building housing the factory was damaged by fire. I also found that on the right side of this burnt down factory there was a second-hand dealers shop which was almost completely burnt down (see photographs F-1 and F-2).

(2) The burnt down building contained various electrical machines, processed rubber slabs, manufactured rubber goods e.g. slippers, white and coloured chemical powders, black oil and debris consisting of burnt rubber, zinc sheets, a fuse box, electrical wiring, etc.

(3) After interviewing eye witnesses, and from the evidence of damage to the building and the pattern of burning I formed the opinion that the fire was most intense at the left side, middle portion of the building (see photographs F-3 to F-11 and sketch plan). The wooden posts in this area were completely burnt and among the debris in this area I found burnt rubber residues, tins containing black oil (see 1 in photographs F-4 and F-6), zinc sheets, chemical powders, a fuse box and burnt wood, I took samples of the black oil and

EXHIBITS

P. 1

Chemists Report 6th March 1964. (continued)

chemical powders for further examination. I examined this portion of the building in detail and collected samples of debris which had a faint odour of a mineral oil for further examination (see sketch plan and 2 in photograph F-6). Photographs F-4, F-10 and F-11 show this area after clearing the debris. I also recovered a door bolt (see 1 in photograph F-11 and sketch plan) from this area. The door bolt was in a "closed" position indicating that the door to the enclosed area in this portion of the building was locked at the time of the fire.

(4) At the front right extreme end of this building (see 1, in photograph F-2) I found a number of tins containing rubber "cement". I removed two of these tins for further examination.

(5) I examined the two samples of black oil that I obtained from the burnt down factory and found them to be heavy, hydrocarbon oils having a high flash point. These oils are not readily ignited and serve only as a fuel once a fire has started.

(6) I examined the debris that I recovered from the floor of the building but did not find them to contain volatile hydrocarbons.

(7) I examined the coloured chemical powders which I recovered from the factory building and found them to be organic chemicals which were inflammable at high temperatures. I examined the white chemical powder which I obtained at the factory building and found it to be an inorganic chemical which was not inflammable.

(8) I examined the two tins containing rubber "cement" which I obtained at the factory building and found them to contain inflammable volatile hydrocarbons.

CONCLUSION

From the evidence of damage to the rubber factory I am of the opinion that the fire started in the left side, middle portion

EXHIBITS

P.1

Chemists Report 6th March 1964. (continued)

of the building. There was no evidence to show that the fire was started by any inflammable hydrocarbons.

Officer in Charge,
Police District,
JOHORE BAHRU.

Central Rpt. No. 398/64

R.D.Amarasingham
Director of Chemistry
Federation of Malaya. 10

After examination the exhibits were sealed "DEPARTMENT OF CHEMISTRY 1 KUALA LUMPUR" and handed together with this Report to P.C.31297 at 11.15 a.m. on 20.3.1964

HIGH
Civil Suit "P.1"

Sgd. R.D.Amarasingham
Chemist,
Federation of Malaya.
This 1st March 1966. 20

Signed
Asst. Registrar.

P.1. - Photograph F - 1

Exhibits

P.1.

Photograph F - 1

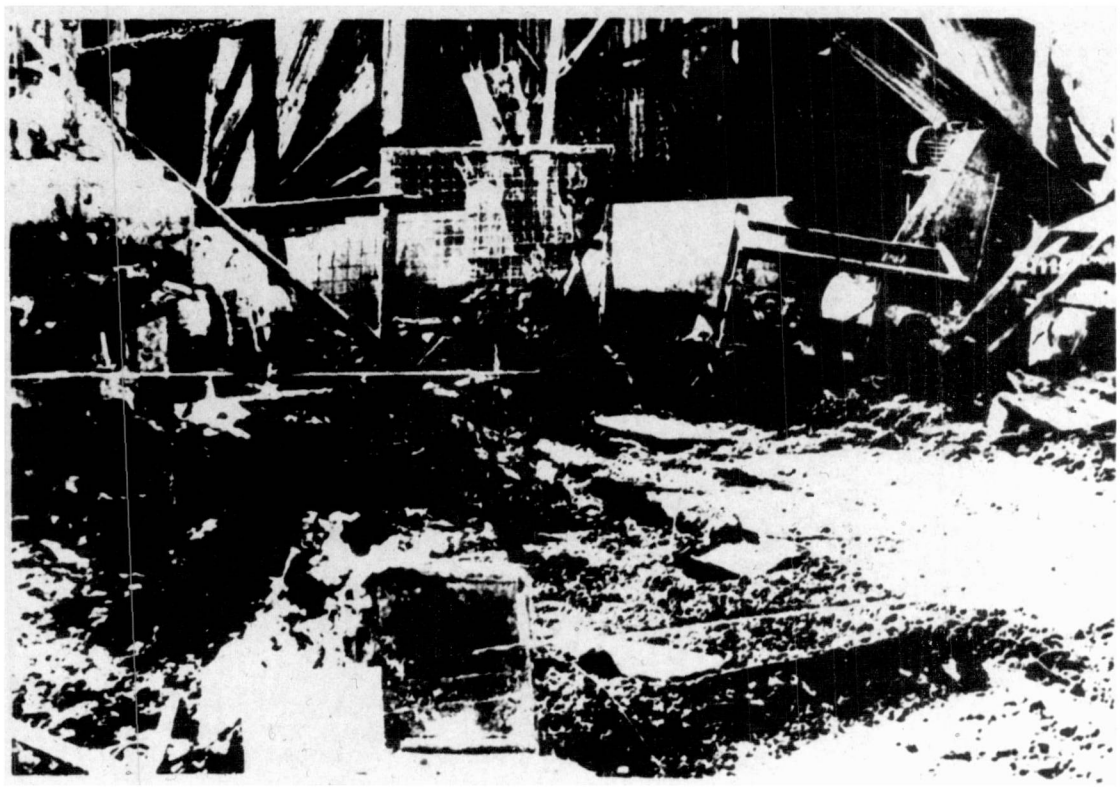
P.1. - Photograph F - 2

P.1.

Photograph F - 2

P.I. - Photograph F - 3

P.I. - Photograph F - 4



P.1. - Photograph F - 5

Exhibits

P.1.

Photograph F - 5

P.1. - Photograph F - 6

P.1.

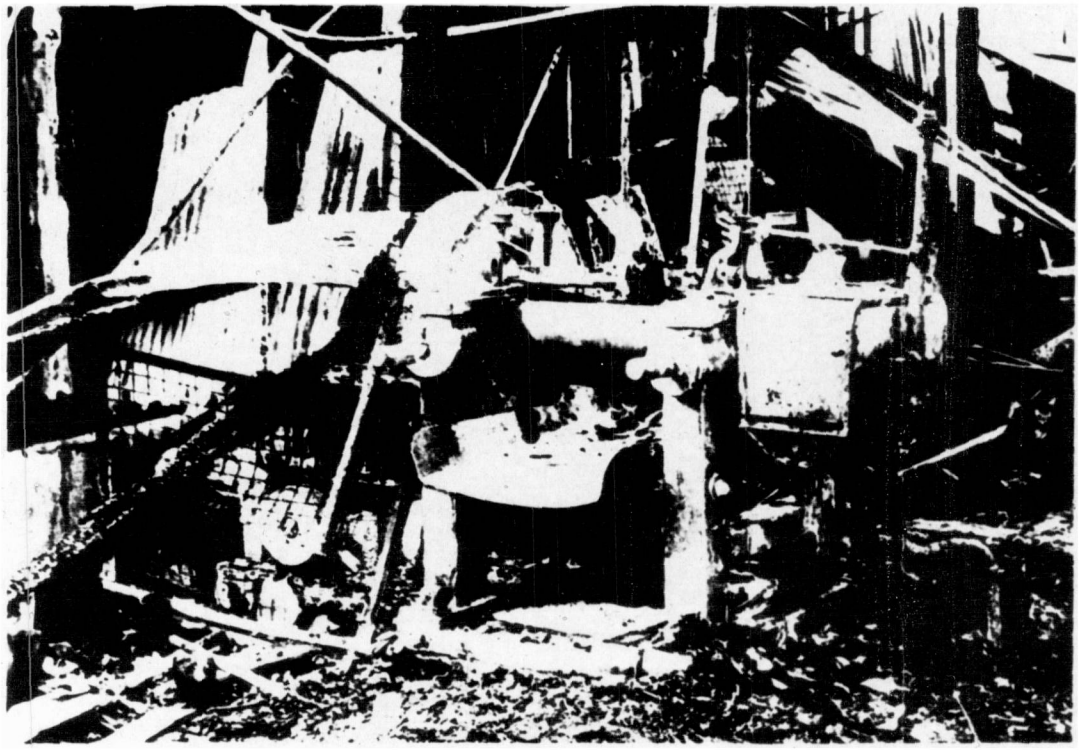
Photograph F - 6

P.1. - Photograph F - 7

Exhibits

P.1.

Photograph F - 7



P.1. - Photograph F - 8

P.1.

Photograph F - 8

P.1. - Photograph F - 9

Exhibits

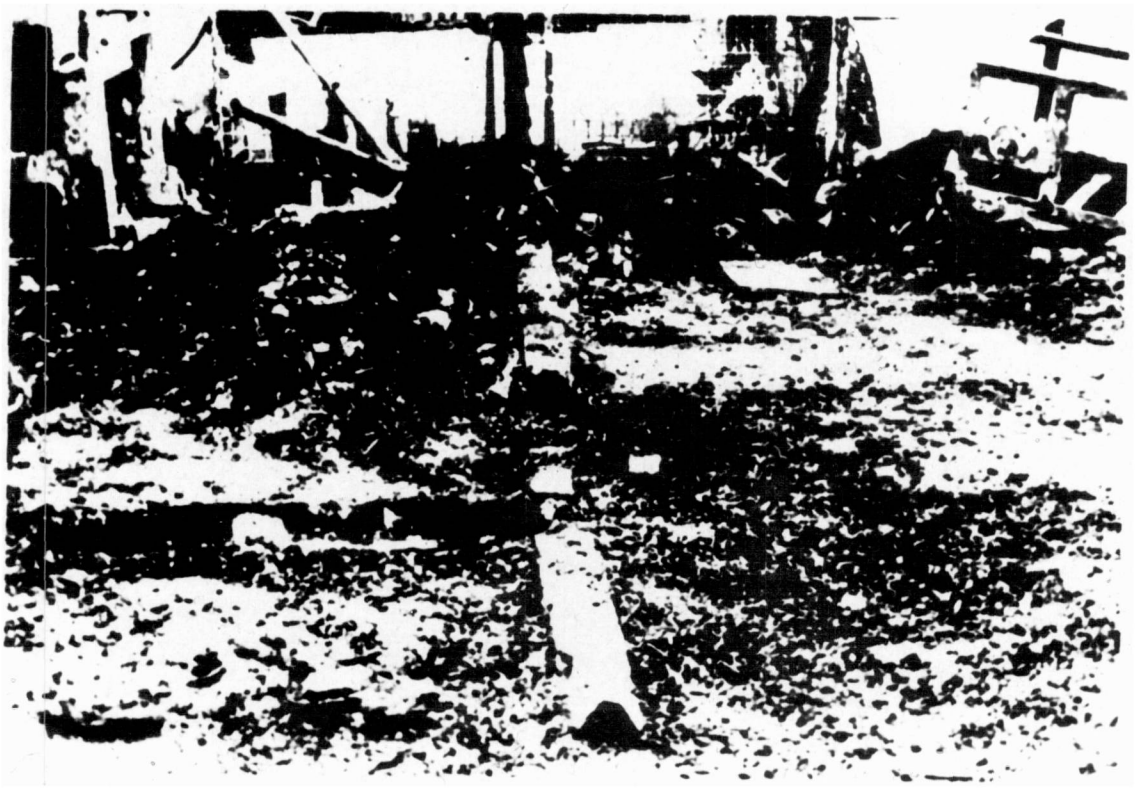
P.1.

Photograph F - 9

P.1. - Photograph F - 10

P.1.

Photograph F - 10



1. - Photograph 1 - 11

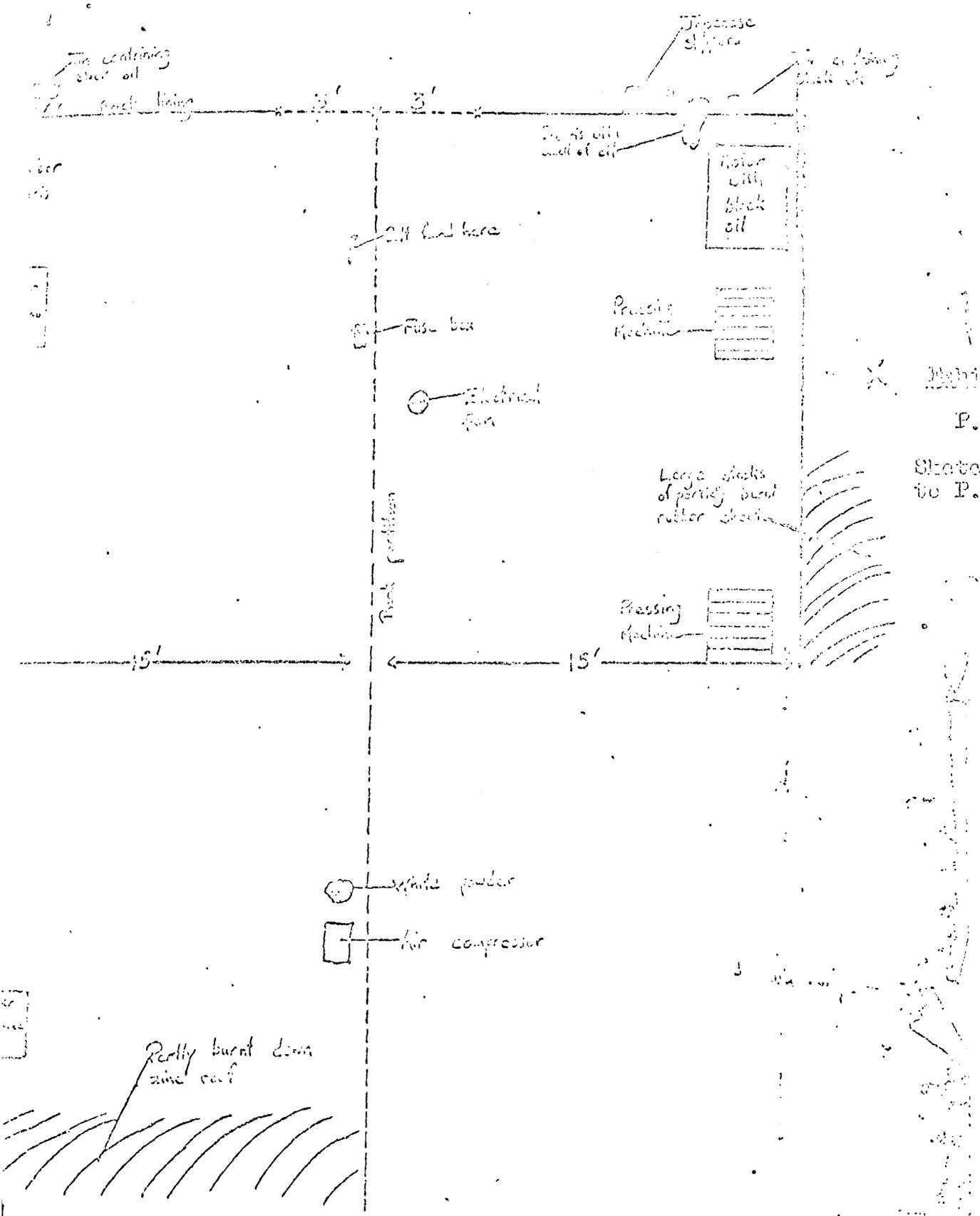
Annexe 15

.1.

Photograph
1 - 11

P.1A

SKETCH PLAN NO P.1.



SKETCH PLAN SHOWING AREA WHERE FIRE WAS MOST INTENSE

Exhibits

P.1A

Sketch Plan to P.1.

P.2 - REPORT OF FIRE BRIGADE (Translation) Translation No. 46 1965.

EXHIBITS
P.2
Report of Fire Brigade (translation)

REPOT KEBAKARAN
(FIRE REPORT)

NEGERI) JOHORE BIL.PANGGILAN) 12/64 BALAI BOMBA) JOHORE BAHRU
(STATE OF)) (CALL NO.)) (FIRE STATION))

PAGAWAI YANG MENJAGA MABA BERLAKU) Asst. Station Office (South) Zone, Johari b.Hj.Joffri
(OFFICER-IN-CHARGE OF OCCURRENCE) and Sub-Officer, Mohamed bin Sa'at.

BAHAGIAN) A PANGGILAN
(PART)) (CALL)

Hendak-lah di-sempornakan berkenaan dengan semua panggilan
(To be completed in respect of all calls)

Di-panggil oleh) Mr. Kwa Joo Loon Jam) 05.30 Hari) SUNDAY Tarikh) 2nd February, 1961
(Called by)) (Time)) (Day) (Date))

Ke Alamat) 4½ m.s. Jalan Scudai, Tampoi, Chara Panggilan) Telephone, Tampoi 267
(To /Address/) Johore Bahru (Method of call))

Yang Tinggal) - Dapat tahu oleh) Mr. Kwa Joo Loon, owner of premises Nos. 71,71A
(Occupier)) (Discovered by)) and 71B, Jalan Scudai, Tampoi, Johore Bahru.

BAHAGIAN) B PERIHAL KEBAKARAN
(PART)) (PARTICULARS OF FIRE)

* Beri Kenyataan perihal bangunan yang terbabit (Jenis dan besar-nya) (Give brief particulars of premises involved (Type and size)	Semi-permanent buildings of Ling Nam Rubber Works, Nos. 73,75,77 and 79; of Leong Bee & Co., 85-A, and of Asia Co., Aluminum Factory, No.71-A, (all of) 4½ m.s. Jalan Scudai, Tampoi, Johore Bahru. (See sketch plan)
Di-mana kebakaran itu merebak ? (Where did the fire start?)	Premises No.75 - Ling Nam Rubber Works.
Di-mana kebakaran itu merebak ? (Where did the fire spread to?)	Premises Nos. 73,75,77,79,85-A and 71-A.
Sebab2nya kebakaran itu berlaku? (What caused the fire?)	Unknown - could have been caused either by (a) burning cigarette butts left behind in premises No.73 which was locked or by (b) electrical short-circuit (See para 8 under "Other particulars" (in the Statement) attached herewith
Bagiman kebakaran itu di-padamkan? (How was the fire extinguished?)	Two fire engines pumping water from fire hydrants with about 1,500 feet of hose to three nozzles.
Beri kenyataan kerosakan dengan rengkas. (Give brief description of damage)	All premises Nos. 73, 75,77,79 and 85-A together with their contents were completely burnt and a small part of premises No.71-A and its contents were also burnt.

Nama dan Alamat yang Ampunya) 1) Ling Nam Rubber Works, No.85, 1st m.s. Jalan Tampoi, Johore Bahru; (2) Low Peng Gee,
(Owner's Name and Address) No.103, Jalan Terus, Johore Bahru; (3) Leong Bee & Co., No.85-A, 4½ m.s. Jalan Scudai, Tampoi, Johore Bahru; (4) Asia Co., and Mr. Kwa Joo Loon, No.71-A, Jalan Scudai, Tampoi, Johore Bahru.

Alamat yang tinggal (ataupun alamat tempat kebakaran)) as above
Occupier's Address (if not address of fire)

Taksiran Kerugian (Estimated Loss)	$190,491.63	Bangunan (Building)		$24,361.99	Chemas (Risk)	$14,500.00
	(a) Buildings	$14,000.00				
	(b) Contents	82,000.00	Isi-nya (Contents)	166,129.64	Chemas (Risk)	$132,634.00
	Total	$96,000.00		$190,491.63		

Taksiran Kerugian) As hereunder Nama Insurance Co.) See para 9 under "Other particulars" (in
(Estimated Loss)) (Name of Insurance Co.)) the Statement) attached herewith.

Alamat insurance Co.) See para 9 under "Other particulars" (in the Statement) attached herewith
(Address of Insurance Co.))

Tarak Akhir Policy) as above
(Policy Expiry Date))

Name Pegawai yang akhir meninggalkan tempat kebakaran) Asst. Station Officer (South) Zone, Johari b.Hj.Joffri
(Name of last officer to leave fire))

Waktu dan Tarikh di-tinggalkan) 10.30 on 2nd February, 1964.
(Time and date left))

* Jenis Bangunan)
(Constructional type)

A = Tetap (Permanent)
B = Separoh Tetap (Semi-permanent)
C = Sementara (Temporary)

Continue .....

EXHIBITS

P. 3 - LETTER CHIEF ELECTRICAL INSPECTOR TO DONALDSON & BURKINSHAW.

EXHIBITS

P. 3

Letter Chief Electrical Inspector to Donaldson & Burkinshaw 7th September 1965.

KETUA PEMEREKSA LETRIK
CHIEF ELECTRICAL INSPECTOR
Tanah Melayu

HR/SMA

CEI.8/4/91A Pt.II/83 7th September, 1965

Sharikat Donaldson & Burkinshaw,
Peguam dan Pengachara,
Bilek No.3F & 3G Tingkatan 3,
Jalan Ibrahim,
Johore Bahru.

Tuan,

Kebakaran di-rumah 85-A Jalan Scudai pada 2.2.1964.

Surat tuan DCJ/MG/D 115/64 di-alamat-kan kapada Pengurus Daerah, Lembaga Letrik Negara, Johore Bahru yang di-majukan kapada Pemereksa Letrik (Salatan) dan akhir-nya di-rujok-kan ka-pejabat ini telah saya terima.

Bagi menjawab-nya suka saya ma'lom-kan iaitu oleh sebab kebakaran ini tidak perpuncha daripada letrik maka penyiasatan tidak-lah di-buat oleh pejabat ini mengikut fasal (80) dan (82) Undang2 Letrik 1949.

Dari itu laporan yang tuan kahendakki mengikut fasal (44) peratoran Letrik 1951 tidak-lah ada di-pejabat ini.

Ini-lah sahaja untok ma'loman tuan.

Yang benar,

KETUA PEMEREKSA LETRIK
(Abu Zarim bin Hj.Omar)

s.k. Pemereksa Letrik (Selatan), Peti Suran 729, J.Bahru.
s.k. Pengurus Daerah,Lembaga Letrik Negara, Johore Bahru.

EXHIBITS
P.2
Report of Fire Brigade (translation) (continued)

BAHAGIAN) C — HENDAK-LAH DI-SEMPORNAKAN BERKENAAN DENGAN PANGGILAN YANG FALSU SAHAJA
(PART)) (TO BE COMPLETED IN RESPECT OF FALSE ALARMS ONLY)
Bohong (Polis di-beritahu) Maksud baik - Falsu - Kemalangan
Malicious (Police informed) Good Intent - False - Accidental

KANYATAAN) .....
(REMARKS))
N I L

BAHAGIAN) D — KEJADIAN (LAIN DARIPADA KEBAKARAN)
(PART)) OCCURRENCE (OTHER THAN FIRE)

Jenis) .....
(Nature))

Sebab2nya).....N.I.L.....
(Supposed Cause))

Perkhidmatan yang di-beri) .....
(Service rendered))

BAHAGIAN) E — KEMALANGAN
(PART)) (CASUALTIES)

	KEMATIAN			LUKA2/CHACHAT (INJURIES)	
	L (M)	P (F)		L (M)	P (F)
Ahli Bomba (Firemen)	....	....	NIL	....	....
Lain2 (Others)	....	....		....	....

Nama (Name)	Alamat (Address)	Nama (Name)	Alamat (Address)	Jenis Luka2/Chachat (Nature of Injury
.....				

BAHAGIAN) F — KAHADZIRAN
(PART)) (ATTENDANCE)

Kendera'an
(Appliances)

Pump Escape Appliances	One	Army Fire Service Appliances	.....
Self Propelled Tankers	One	C.D. Rescue Vehicles	.....
Self Propelled Pumps	.....	Canteen Vans	.....
Towed Pumps	.....	Radio Control Cars	.....
Turntable Ladders	.....	Hose Lorries	One
Fire Boats	.....	Other Vehicles	.....
Special Service Tender	.....		
A.F.S. Appliances	.....		

AHLI2 YANG HADZIR
(PERSONNEL ATTENDING)

BALAI BOMBA (STATION)	PENGUASA (SUPTS)	PEGAWAI BOMBA (STATION OFFICERS)	PEGAWAI KECHIL (SUB-OFFICERS)	AHLI BOMBA KANAN (LDG. FIREMAN)	AHLI BOMBA (FIREMEN)	SUKARILA (AUXS./VOLS.)
Johore Bahru	-	(1)	(1)	(3)	(9)	(10) Jiran2.

BAHAGIAN) G — LAIN2 KENYATAAN
(PART)) (ANY OTHER REMARKS)

Pertolongan atau hal2 luar biasa
(Rescues or unusual circumstances)

.....
(See "Other particulars" (in the Statement) attached herewith
.....
.....

Tarikh)
(Date)) 24 Feb. 1964.

Tanda Tangan) Sgd. (Johari bin Hj. Joffri)
(Signature)) Asst.Station Officer (South Johore) Zone, Johore Bahru.

Issued this 11th day of October, 1965.

Signed
Assistant Registrar,
Supreme Court, Johore Bahru.

.....
Translated by me,

(Sallehudin bin Haji Mohd.Lip)
Cert. Malay Interpreter, High Court,
Johore Bahru.

EXHIBITS

P.2

Report of Fire Brigade (translation) (continued)

JOHORE FIRE SERVICE

STATEMENT ENCLOSED WITH JOHORE BAHRU FIRE REPORT CALL NO. 12/64

FIRE AT LING NAM RUBBER WORKS AND AT SHOP OF LEONG BEE & CO., DEALER IN SECOND-HAND (MOTOR VEHICLES' SPARE PARTS) No. 73, 75, 77, 79 AND 85-A, 4½ MILESTONE JALAN SCUDAI, TAMPOI, JOHORE BAHRU ON 21ST FEBRUARY, 1964.

Particulars:-

On receipt of a call from Tampoi telephone No.267 (Chop Eng Joo's shop) Johore Bahru Fire Brigade sent a Pump /Tank fire engine - Time: 05.31 hours.

2. Immediately after that Johore Bahru Fire Brigade sent another fire engine for assistance with Fire/Tank /Escape - Time: 05.40 hours.

3. At the time when the first fire engine arrived at the scene of fire, the Officer-in-Charge found premises Nos. 73,75,77 and 79 (Ling Nam Rubber Works) and more than half of premises No. 85-A (Leong Bee & Co) have already burnt up: the fire was going to spread to other buildings nearby. (See sketch plan).

4. Doing their best, the Fire Brigade first of all stopped the fire from spreading - that being their first step - and succeeded in doing so after about 30 minutes.

5. Since information has been received from the Sub-Officer, Mohamed bin Sa'at by telephone from the scene of fire that the fire was brought under control, Johore Bahru Fire Brigade did not send any more fire engines for assistance - Time: 06.11 hours.

6. The fire was first discovered by a neighbour, who lived close to Leong Bee & Company's shop, at 05.00 hours when he saw the centre of the roof of Ling Nam Rubber Works (which was closed at night) on fire and all over sudden it spread swiftly to other buildings.

7. By (the following) reasons:- a) Type of building consisting mainly of wood and Zinc/asbestos roofs in close proximity to each other and neglect to remedy it;

b) Type of business - too dirty, for instance, oil and other things being left for a long time without being cleaned.

Such conditions offer an opportunity whenever there is fire as it will start to spread at once and swiftly.

8. With the fire at Ling Nam's Rubber Works buildings (premises) having been completely extinguished, it is not possible to know as to the actual source that caused the fire. However, it could have been caused either by:-

a) burning cigarette butts, which were left behind in premises No.73 before they were closed, could have spread (fire) to rubber or other inflammable articles or
b) Electrical short circuit.

Estimated loss is as follows:-

No.	Premises	Contents	Total
a) 73,75,77 and 79	$12,000.00)		
b) back extension to 73,75,77 and 79	5,761.99)	65,129.64	82,891.63
c) 85-A	6,000.00	100,000.00	106,000.00
d) 71-A	600.00	1,000.00	1,600.00
Totals	$24,361.99	$166,129.64	$190,491.63

Insurance value is as follows:-

No.	Premises	Contents	Total	Name/Address of Insurance Co.	Policy Expiry Date
a) 73,75,77 and 79	$3,000.00	-	$3,000.00	United Malayan Insurance Co. Ltd. Singapore	
b) back extension to 73,75,77 and 79	5,000.00	$57,000.00	62,000.00	Overseas Union Insurance Ltd. Singapore	
c) 71-A	6,000.00	-	6,000.00	United Malayan Insurance Co. Ltd. Singapore	
d) 71-A	-	25,000.00	25,000.00	Nanyang Insurance Co. Ltd. Singapore.	
Totals	$14,000.00	$82,000.00	$96,000.00		

These figures are stated by owners/representatives of the buildings involved.

10. The Fire Brigade did the work of turning over (the debris) after the fire was put under water through three nozzles to all the buildings bnearby and their contents in order to save the about $147,134.00.

Sd. (HOHARI BIN HJ. JOFFRI)
Asst. Station Office, Johore Bahru.

Fire Brigade Headquarters,
Johore, Johore Bahru.
24th Feb. 1964.

.....
Translated by me

(Sallehudin bin Haji Mohd.Lip)
Cert. Malay Interpreter, High Court, Johore Bahru.

Issued the 11th October 1965.

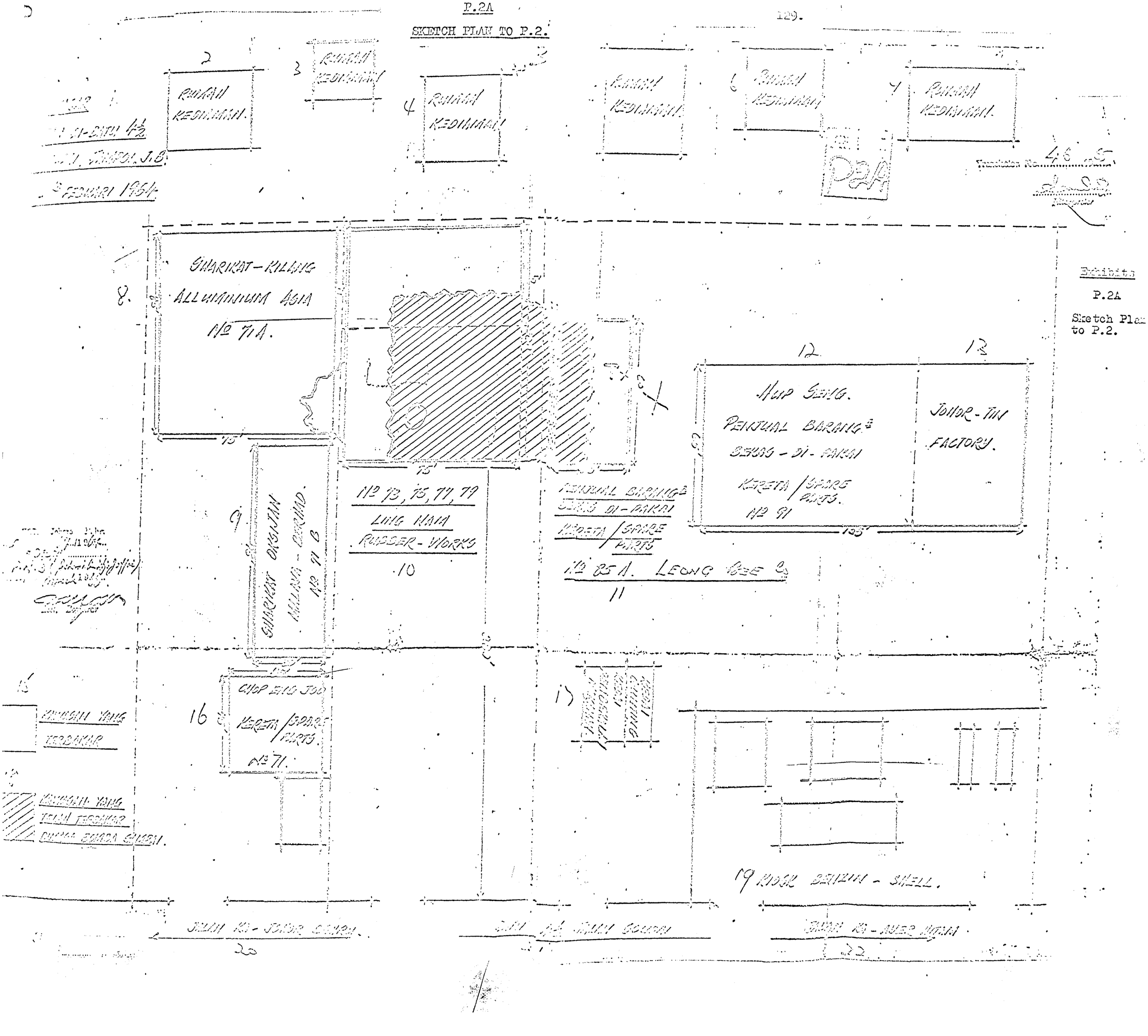
P.2A

SKETCH PLAN TO P.2.

Exhibits

P.2A

Sketch Plan to P.2.



EXHIBITS - P.2A

SKETCH PLAN TO P.2 - (Translation)

Translation No. 46

EXHIBITS

P.2A

Sketch Plan to P.2 (translation).

SKETCH PLAN OF (THE SCENE) OF FIRE AT 4½ MILESTONE, 2nd February 1964.

DWELLING HOUSE

DWELLING HOUSE

DWELLING HOUSE

DWELLING HOUSE

DWELLING HOUSE

DWELLING HOUSE

No. 71A, ASIA ALLUMINIUM & COMPANY'S FACTORY

No. 71 B, MALAYA OXYGEN CO. LTD.

HUP SENG, DEALER IN SECOND HAND MOTOR CAR SPARE PARTS

JOHORE TIN FACTORY.

NO. 73, 75, 77 & 79
LING NAM RUBBER WORKS

DEALER IN SECOND-HAND MOTOR-CAR SPARE PARTS

NO. 85-A LEONG BEE CO.

NO. 71
CHOP ENG JOO,
MOTOR-CAR SPARE PARTS

PROVISIONS SHOP

BARBER SHOP

AREA OF FIRE

AREA ALREADY ON FIRE WHEN FIRE BRIGADE ARRIVED

BENZIN-SHELL KIOSK

ROAD TO JOHORE BAHRU

4½ MILESTONE, JALAN SCUDAI

ROAD TO AYER HITAM

.....

Translated by me,
(Sallehudin bin Haji Md. Lip)
Cert. Malay Interpreter, High Court, Johore Bahru

Issued this 11th day of October 1965.

Signed
Asst. Registrar, Supreme Court,
Johore Bahru.

EXHIBITS

P. 4

Report of Pengurus Daerah L.L.N. Johore Bahru. 2nd March 1964.

Exhibit P. 4

REPORT OF PENGURUS DAERAH L.L.N. JOHORE BAHRU

2nd March, 1964.

JBU/8/3/2/21

The Officer-in-Charge,
Police District,
JOHORE BAHRU.

Dear Sir,

Fire at Ling Nam Rubber Works
4½ mile Jalan Scudai

With reference to your verbal request on the above subject I wish to inform you that I inspected the burnt area of the above factory on 2nd February 1964, at 6.00 a.m. and I would like to make the following observation:-

1. As the Building was completely burnt out, I am not in a position to say if the fire could have been caused by short circuit.

2. The fire seems to have started near the centre of the building but whereas the switch room in the front of the Building. In the centre of the building the wiring to the machinery is in conduit and there is no likely chance of any fire due to short circuit.

3. The supply to this factory is from an L.T. poles near the factory. On inspection of the pole fuse, it was burnt out and this may be due to the intense heat of the fire which burnt the PVC wire.

Yours faithfully,

Sgd. xxxxx

(B.Manasseh)
f. Pengurus Daerah,
Lembaga Letrik Pusat,
Johore Bahru

MS/ALP

c.c. to:- The Chief Electrical Inspector,
C.E.B. Kuala Lumpur.

Exhibit P.5

EXHIBITS

P. 5

Report of Fire Loss Assessors 16th March 1964.

REPORT BY FIRE LOSS ASSESSORS

HERRING & CO.
Licensed Appraisors, Cargo Surveyors,
Marine Superintendents,
Marine & Fire Loss Assessors to
Underwriters at Lloyds.

Reg. Office
24 The Arcade,
Singapore, 1.
Tel. 93555/7
P.O.Box 2123

TRUE AND CERTIFIED COPY

REPORT

and Assessment of Losses by Fire
at
Messrs. Leong Bee & Co.
85A Jalan Scudai, Tampoi, Johore Bahru
on
2nd February, 1964.

1. In accordance with instructions received from Messrs. Donaldson & Burkinshaw, Mercantile Bank Chambers, Singapore, on the 10th day of February, 1964, we did attend at 85A Jalan Scudai, Tampoi, Johore Bahru, for the purpose of ascertaining the value of the stock on the premises and assessing the losses caused by a fire which damaged the premises on the 2nd day of February, 1964.

2. Situation.

No. 85A Jalan Scudai, Tampoi, Johore Bahru, is situated approximately 200 feet from the main South to North Trunk Road from Singapore to Kuala Lumpur approximately 4½ miles North to Johore Bahru. The area is occupied in the main by small industrial businesses. A sketch plan of the area is attached to the Fire Brigade report which forms part of this report.

3. Construction & Contents:

The building at No. 85A Jalan Scudai was constructed with a concrete floor, wooden plank

EXHIBITS

P. 5

eport of Fire
oss Assessors
5th March 1964
(continued)

walls and was roofed with corrugated iron sheeting and covered an area of 60' 0" x 25' 0" with the usual electric wiring and lighting and power points. Part was occupied by steel racks for spare parts and a work bench, the remainder used as office space with the usual furnishings. There was a small cooking area attached to the rear of the premises.

4. Circumstances of Loss:

The fire occurred in the early hours of Sunday the 2nd day of February, 1964, and was first seen by one of the occupants of premises near to the site of the fire. The fire started in the premises of Messrs. Ling Nam Rubber Works, Nos. 73, 75, 77 and 79 Jalan Scudai, Johore Bahru, which are situated adjacent to the premises of Messrs. Leong Bee & Co. The buildings of Messrs. Ling Nam Rubber Works were of timber and were roofed with either asbestos or corrugated iron sheets and the fire took hold very rapidly and spread to the adjacent premises of Messrs. Leong Bee & Co. We understand that the buildings were in a poor state of repair and that there were considerable amounts of debris and oil slicks which assisted in the spread of the fire. The Fire Brigade were able to bring the fire under control in approximately half an hour and the fire was prevented from spreading further.

5. Fire Brigade:

A copy of the Fire Brigade report together with a translation is attached to this report from which it will be noted that the cause of the outbreak has not been established but is assumed to have been caused by:

a) A discarded cigarette butt or
b) An Electrical Short Circuit

6. Valuation of Stock:

Messrs. Leong Bee & Co., informed us that the fire had destroyed all documentary evidence of the stock, with the exception of a stock list which had been made up and valued for Income Tax purposes at the end of 1963.

EXHIBITS

P. 5

Report of Fire Loss Assessors 16th March 1964 (continued)

This stock list was taken by us and together with the assistance of the staff of Messrs. Leong Bee & Co., the various articles were identified from the damaged goods and undamaged goods which had been removed from the building and which were stored on the site. As far as was possible each individual item was identified, but in a few cases of total destruction the list figure was accepted. The valuation figures were considered fair and reasonable and accepted.

The detailed stock lists made up showing the undamaged items, the partly damaged items, and the totally damaged items is attached to this report.

The aggregate figures for the three categories are as follows :-

a)	Undamaged Items	$105,553.00
b)	Partly Damaged Items	5,640.80
c)	Totally Damaged Items	99,143.76
	Stock Value	210,337.56

The building and contents suffered complete damage and the building was in course of renewal at the time of our attendance. The cost of renewal was stated to be $4,000.00 and vouchers to this amount should be obtained from the Contractor. The contents of the building are valued as follows :-

3 Tables	$200.00
14 Chairs	20.00
1 Showcase	36.00
1 Kitchen Cupboard	23.00
1 Wall Clock	30.00
1 Ceiling Fan	116.00
1 Iron Safe	500.00
1 Phillips Radio & valve	320.00
1 Filing Cabinet	200.00
1 Set Kitchen Utensils	80.00
Steel Shelving (Five Sections)	500.00
1 Steel Case	120.00
1 Wolf Grinder 8"	315.00
1 Wolf Drill $\frac{3}{4}$"	260.00
1 Wolf Drill $\frac{3}{8}$"	180.00

EXHIBITS

P. 5

Report of Fire Loss Assessors 16th March 1964 (continued)

1 Battery Charger	$300.00
1 Complete set of tools (Spanners, Hammers, Chisels, etc.)	450.00
1 Set Reamers	180.00
3 Taps and Dies	200.00
2 Hydraulic Jacks	80.00
	$4,110.00

The total valuation is as follows :-

Building	$ 4,000.00
Contents of Building	4,110.00
Stocks in Trade	210,337.56
	$218,447.56

7. Losses:

After considerable discussion with Messrs. Leong Bee & Co., it is agreed that the losses be assessed on a percentage basis. The percentages agreed were as follows :-

a) For partly damaged items 50% allowance

b) For totally damaged items 90% allowance

Applying these percentages the loss is as follows :-

Stock a) Undamaged items no loss

b) Partly damaged items $2,820.40 loss

c) Totally damaged items 9,229.39 loss

Building & Contents

Total loss	8,110.00
Valuation of Loss	$100,159.79

The above is in our opinion a fair and reasonable statement of the losses suffered.

Singapore, 16th March 1964. HERRING & CO.

FJ/PC/RI/261.

STOCK LISTS

EXHIBITS

P. 5

Report of Fire Loss Assessors 16th March 1964 (continued)

PART	GOOD	PARTLY DAMAGED	TOTALLY DAMAGED	VALUE £ cts.
Rear Axle Shaft F.4 x 4 (Short)	-	53	-	1,075.00
Rear Axle Shaft F.4 x 4 (Long)	-	47	-	773,50
Rear Axle Shaft F.41	-	19	-	323.00
Rear Axle Shaft F.38½	-	30	-	310.00
Cut Out & Voltage Regulator	-	-	28	420.00
B.F.Propeller Shaft Support complete with Bearing	-	-	60	480.00
Dynamo (12 volts)	-	-	7	140.00
Dynamo Rear Cover (Brush Holder)	-	-	13	78.00
Land Rover Door	-	-	13	130.00
" " Side Screen Assembly	-	3	5	80.00
Vacuum Tank	-	1	-	30.00
Inspection Lamp	-	-	62	62.00
Land Rover Cushion Seat (Destroyed)	-	-	29	87.00
B/F Steering Wheel (Destroyed)	-	-	10	60.00
Motor Cycle Wheel	-	-	11	88.00
Motor Cycle Front Telescopic Fork	-	-	4	160.00
Dynamo Armature	-	-	60	600.00
Water Pump-	-	-	80	880.00
B/F Self Starter	-	-	8	80.00
Spring Hanger Bracket	-	107	-	749.00
B/F Rear Brake Expander	-	-	116	348.00
B/F Switch (Destroyed)	-	-	75	150.00
Copper Scrap (Melted)	-	-	200 pcls.	150.00
GIC Engine Bearing (Melted)	-	-	360	230.00

EXHIBITS
P. 5

Report of Fire Loss Assessors 16th March 1964 (continued)

PART	GOOD	PARTLY DAMAGED	TOTALLY DAMAGED	VALUE £ cts.
B/F Engine Bearing (Melted)	-	-	1080	350.00
Transfer Box Gear	-	-	-	1,350.00
12 Volts Fan (Destroyed)	-	-	11	77.00
Propeller Shaft U Joint complete with sleeve	-	-	21	211.00
12 Volts Dynamo	-	-	7	140.00
Austin Self Starter	-	-	1	14.00
B/F Propeller Shaft Support Oil Seal	-	-	192	153.00
Shaft Stud Taper	-	-	295	12.00
Assorted Taper Bearing	-	-	223-	892.00
B/F Spring U Bolt	-	-	33	52.80
GMC Transfer Box Bracket	-	-	5	30.00
Oil Pipe (Melted)	-	-	200	100.00
Dynamo Field Coil (Melted)	-	-	99	693.00
Dodge Steering	-	-	13	156.00
B/F Radiator	-	-	1	75.00
Screws and Nuts	-	-	4 cases	300.00
Brake Drum	-	-	9	243.00
Land Rover Exhaust Pipe	-	-	45	630.00
B/F Exhaust Pipe	-	-	14	112.00
B/F Cylinder Head	-	-	5	175.00
B/F Exhaust Box	-	-	20	160.00
B/F Vacuum Cylinder Pump	-	-	2	80.00
Austin 12 volts Self Starter Untraced (Melted)	-	-	9	200.00
B/F King Pin Set	-	-	6 Sets	42.00
B/F Crank Shaft	-	-	5	175.00
B/F Speed Box Cover Top	-	-	7	49.00
B/F Transfer Shaft & Gear	-	-	32	320.00
B/F Steering Arm	-	-	56	224.00
B/F Engine Exhaust Valve	-	-	4160	1,650.00
B/F Engine Inlet Valve	-	-	212	106.00

PART	GOOD	PARTLY DAMAGED	TOTALLY DAMAGED	VALUE $ cts.
Propeller Shaft	-	-	2	46.00
B/F Piston Complete with Ring & Pin	-	-	27 Sets	162.00
Pilot Lamp Socket (Melted)	-	-	300	60.00
B/F Distributor Assembly (Melted)	-	-	5	80.00
Morris Distributor Assembly (Melted)	-	-	6	48.00
Starter Switch (Melted)	-	-	22	44.00
Clutch Disc	-	-	15	180.00
Headlamp Unit	-	-	4	40.00
B/F Front Spring Bracket	-	-	138	414.00
B/F Exhaust Valve	-	-	186	55.80
B/F Propeller Shaft Bearing Complete	-	-	28	168.00
B/F Pinion Gear Bearing	-	-	24	240.00
B/F Engine Valve Guide (Destroyed)	-	-	429	42.90
Taper Bearing	-	-	75	441.00
GMC Pinion Gear Bearing	-	-	1	17.00
GMC Rear Hub Taper Bearing	-	-	28	280.00
12 Volts Flasher (Melted)	-	-	3	12.00
B/F Propeller Shaft Oil Seal	-	-	84	67.20
B/F AC Pump Assembly	-	-	10	60.00
GMC Shaft Flange	-	-	4	16.00
Lucas Screen Wiper (Destroyed)	-	-	2	12.00
GMC Axle End Nut	-	-	18	18.00
GMC Cut Out (Melted)	-	-	2	30.00
B/F Rear Hub Taper Bearing	-	-	37	222.00
Dynamo Amature	-	-	11	154.00
Ford Master Pump	-	-	2	24.00
B/F QL Pinion Gear Bearing	-	-	65	260.00
399 Taper Bearing	-	-	2	5.00
438 " "	-	-	1	7.00

EXHIBITS

P. 5

Report of Fire Loss Assessors 16th March 1964 (continued)

EXHIBITS

P. 5

Report of Fire Loss Assessors 16th March 1964 (continued)

PART	GOOD	PARTLY DAMAGED	TOTALLY DAMAGED	VALUE £ cts.
Mercedes Ring & Pinion Gear	-	-	1 Set	100.00
Ford 4 x 4 Rear Brake Lining	-	-	19 Sets	130.00
B/F Front Brake Lining	-	-	25 Sets	175.00
1306 Bearing	-	-	6	30.00
1305 Bearing	-	-	11	66.00
6206 Bearing	-	-	2	10.00
6207 Bearing	-	-	1	7.00
6208 Bearing	-	-	2	12.00
B/F Speed Meter Gear (Destroyed)	-	-	19	38.00
B/F Shaft Stud	-	-	46	10.00
1309 Bearing	-	-	5	30.00
6210 "	-	-	5	25.00
403635 "	-	-	2	10.00
43208 "	-	-	1	5.00
6308 "	-	-	4	20.00
6309 "	-	-	4	20.00
63215 "	-	-	20	60.00
43125 "	-	-	5	20.00
41125 "	-	-	3	12.00
30305 "	-	-	3	12.00
482 "	-	-	156	847.00
32275 "	-	-	2	16.00
Jeep Brake Pump	-	-	4	18.00
B/F Meter Gear (Destroyed)	-	-	5	10.00
35070 Oil Seal	-	-	12	15.00
Ford Engine Mounting Rubber (Destroyed)	-	-	10	10.00
4 x 4 Rear Axle End Nut	-	-	13	6.50
B/F Vacuum Tank Valve (Destroyed)	-	-	1	10.00
Dodge Amp.Meter (Destroyed)	-	-	1	3.00

EXHIBITS

P. 5

Report of Fire Loss Assessors 16th March 1964 (continued)

PART	GOOD	PARTLY DAMAGED	TOTALLY DAMAGED	VALUE £ cts.
Ford Counter Gear (Destroyed)	-	-	2	76.00
Ford Brake Pump (Destroyed)	-	-	1	4.00
387 Bearing	-	-	9	63.00
11820 "	-	-	2	10.00
Ford Steering Column Shaft Bearing	-	-	3	6.00
567 Bearing	-	-	5	25.00
3984 "	-	-	6	36.00
3982 "	-	-	7	35.00
3984 " (New)	-	-	18	180.00
P6 Timing Chain (Destroyed)	-	-	1	16.00
B/F Timing Chain (Destroyed)	-	-	2	12.00
P6 Water Pump Washer (Destroyed)	-	-	1	5.00
B/F Brake Flexible Pipe (Destroyed)	-	-	3	4.50
482 Bearing	-	-	10	60.00
32215 "	-	-	48	283.00
400295 "	-	-	17	52.00
Pinion Gear End Bearing	-	-	29	140.00
404475 Bearing	-	-	1	5.00
32308 "	-	-	13	65.00
111473 "	-	-	1	4.00
3586 "	-	-	3	12.00
3582 "	-	-	5	20.00
3482 "	-	-	3	12.00
3858 "	-	-	1 Set	4.00
060 "	-	-	1 Set	6.00
438 "	-	-	1 Set	7.00
26883 "	-	-	1 Set	4.00
4221 "	-	-	1 Set	4.00

Exhibits
P. 5

Report of Fire Loss Assessors 16th March 1964 (continued)

PART	GOOD	PARTLY DAMAGED	TOTALLY DAMAGED	VALUE £ cts.
44156 Bearing	-	-	2 Sets	8.00
3595 "	-	-	3 Sets	12.00
B/F Clutch Shaft Bearing	-	-	2 Sets	8.00
Ford Clutch Shaft Bearing	-	-	21 Sets	84.00
B/F RL Clutch Shaft Bearing	-	-	3 Sets	18.00
53176 Bearing	-	-	41 Sets	60.00
30305 "		-	1 Set	4.00
401583 "	-	-	10 Sets	40.00
Ford Clutch Shaft Bearing	-	-	4 Sets	16.00
Oil Seal (Destroyed)	-	-	30 Sets	36.20
Brake Pump Rubber Cup (Melted)	-	-	65 Sets	36.00
Winch Shaft Bush	-	-	3	36.00
B/F Tie Rod End	-	-	1 Set	8.50
B/F King Pin Set (Destroyed)	-	-	3 Sets	27.00
53178 Bearing	-	-	51	306.00
1100903 "	-	-	170	255.00
395 "	-	-	38	114.00
462 "	-	-	23	161.00
2304 "	-	-	4	16.00
26824 "	-	-	20	60.00
53375 "	-	-	14	56.00
26883 "	-	-	13	52.00
53176 "	-	-	22	110.00
498 "	-	-	2	10.00
Ford Front Spring Shackle Plate	-	-	40	40.00
2767 Bearing	-	-	8	32.00
16150 "	-	-	6	24.00
2720 "	-	-	5	20.00
387 "	-	-	6	36.00
33275 "	-	-	74	605.00
Chevrolet Steering Shaft Bearing	-	-	90	225.00

EXHIBITS

P. 5

Report of Fire Loss Assessors 16th March 1964 (continued)

PART	GOOD	PARTLY DAMAGED	TOTALLY DAMAGED	VALUE £ cts.
399 Bearings	-	-	53	159.00
B/F Crank Shaft	-	-	1	3500
P6 Cylinder Head	-	-	1	160.00
6 x 40 Ring Gear & Pinion	-	-	7	420.00
Ford Counter Gear	-	-	2	28.00
6 x 43 Crown Gear	-	-	3	210.00
6 x 35 " "	-	-	1	120.00
B/F Rear Propeller Shaft	-	-	10	180.00
B/F Propeller Shaft & Bearing Bracket	-	-	7	84.00
B/F Vacuum Unit (Brake)	-	-	6	210.00
Land Rover Propeller Shaft	-	-	15	315.00
B/F Water Pump Shaft (Destroyed)	-	-	15	60.00
A 6 x 4 Brake Shoe & Lining	-	-	23 Sets	276.00
B/F Fly Wheel Ring Gear	-	-	57	171.00
A 6 x 4 Brake Lining	-	-	27 Sets	216.00
B/F Self Starter (Destroyed)	-	-	9	153.00
Servo Brake Booster	-	-	5	100.00
Cut Out (Destroyed)	-	-	4	40.00
GMC Piston & Ring & Pin	-	-	8 Sets	280.00
A 10 Screen Glass & Frame	-	-	14	200.00
A 10 Clutch Cover & Pressure Plate	-	-	8	96.00
44156 Bearing	-	-	39 Sets	468.00
Morris Slide Gear	-	-	110	120.00
GMC AC Pump (Destroyed)	-	-	6	30.00
Ford 4 x 4 Wheel Nut	-	-	1300	330.00
Ford 4 x 4 Pinion Gear Cover	-	-	8	48.00
Assorted Gears	-	-	1 Lot	200.00
B/F Steering Drag Rod	-	-	6	48.00
GMC Speed Box Gear	-	-	20	160.00
4 x 4 Transfer Box Screw	-	-	750	100.00

EXHIBITS	PART	GOOD	PARTLY DAMAGED	TOTALLY DAMAGED	VALUE £ cts.	
P. 5						
Report of Fire Loss Assessors 16th March 1964 (continued)	GMC Propeller Shaft Sleeve	-	-	16	48.00	
	12 Volts Big Dynamo	-	-	17	680.00	
	Ford Counter Gear	-	-	2	72.00	
	B/F QL Crown & Pinion Gear Assembly	-	-	7 Sets	630.00	
	GMC Thirty Five Teeth Gear	-	-	6	84.00	
	Propeller Shaft U Joint & Sleeve	-	-	6	48.00	10
	GMC Front Spring Shackle	-	-	65	195.00	
	Clutch Cover & Pressure Plate	-	-	4	56.00	
	Morris Self Starter (Destroyed)	-	-	19	285.00	
	Fordson Dynamo	-	-	12	180.00	
	Austin Self Starter (Destroyed)	-	-	8	160.00	
	B/F Self Starter (Destroyed)	-	-	26	390.00	
	B/F RL Air Pump Brake	-	-	1	15.00	20
	Fordson Self Starter (Destroyed)	-	-	75	600.00	
	B/F Chassis Cross Member	-	-	1	28.00	
	B/F AL Rear Axle Shaft	-	-	52	1,040.00	
	A Rear Axle Shaft	-	-	3	54.00	
	Ford 4 x 4 Steering Column Shaft	-	-	20	600.00	
	A 6 x 4 Rear Hub	-	-	2	30.00	
	GMC Front Spring First Leaf	-	-	2	8.00	
	Ford 4 x 4 Steering Bracket	-	-	1	32.00	30
	B/F Front Spring First Leaf	-	-	20	60.00	
	Land Rover Front Spring Second Leaf	-	-	4	12.00	
	GMC Speed Box Top Cover	-	-	3	24.00	
	GMC Front Axle Shaft Assembly	-	-	3	69.00	
	Weapon Carrier Rear Axle Shaft	-	-	29	350.00	

PART	GOOD	PARTLY DAMAGED	TOTALLY DAMAGED	VALUE £ cts.
Austin Rear Axle Shaft	-	-	6	108.00
B/F QL Axle Shaft	-	-	3	60.00
B/F RL Axle Shaft	-	-	2	52.00
B/F Rear Axle Shaft (42 spline)	-	-	10	280.00
Ford Steering (3 tons)	-	-	10	900.00
U Clip	-	3	37	65.00
Petrol Tank	-	-	5	20.00
GMC Spring	-	-	63	230.00
Brake Drum	-	-	11	100.00
Brake Hub	-	-	27	270.00
Speed & Transfer Box Assy.	-	-	1	170.00
Clutch Shaft	-	-	18	100.00
Jeep Starter	-	-	6	60.00
Spring Hanger	-	-	29	90.00
Wheel Nut 4 x 4	-	-	120	120.00
CT Clutch Cover Spring	-	-	2	12.00
U Clip	-	-	104	150.00
Weapon Carrier Crown & Pinion Gear	-	-	8	100.00
Bumper Hook for Towing	-	-	10	10.00
Shaft Stud Complete with Nut & Washer (4x4)	-	-	400	44.00
GMC Steering L. Shaft	-	-	36	200.00
Bedford Clutch Fork QL	-	-	54	200.00
Morris Starter	-	-	4	48.00
Shock Absorber	-	-	160	140.00
Counter Gear (Bedford)	-	-	5	40.00
6 x 43 Pinion Gear	-	-	1	35.00
P6 Bedford Clutch Housing	-	-	2	60.00
Bonnet Spring	-	-	65	39.00
Switch Box (Morris)	-	6	-	60.00

EXHIBITS

P. 5

Report of Fire Loss Assessors 16th March 1964 (continued)

EXHIBITS P. 5	PART	GOOD	PARTLY DAMAGED	TOTALLY DAMAGED	VALUE £ cts.	
Report of Fire Loss Assessors 16th March 1964 (continued)	M/cycle Speed Gear	-	1	1	50.00	
	RL Bedford Steering Box	-	1	3	80.00	
	RL Radiator	-	-	3	315.00	
	Housing Cover P6	-	2	-	70.00	
	Radiator Assorted	-	-	18	360.00	
	Bedford J5 Brake Drum	-	-	2	50.00	
	Bedford Hub & Drum 4 x 2	-	-	13	195.00	
	Air Pipe RL	-	-	120	100.00	10
	Petrol Tank	-	-	2	20.00	
	Weapon Carrier First Spring Leaf	-	4	70	296.00	
	Ford V8 Front Spring	-	-	4	80.00	
	Propeller Shaft	-	-	120	1,200.00	
	Austin Engine	-	-	1	150.00	
	QL Bedford Engine	-	-	6	420.00	
	Engine R/L Bedford	-	-	10	800.00	
	Standard Vanguard Engine	-	-	1	40.00	
	GMC Engine Gasket (Destroyed)	-	-	30 Sets	165.00	20
	12 Volts Cut Out Locas	-	-	11	66.00	
	A5 Bedford Meter Cables	-	-	5	20.00	
	47687 Hub Bearing	-	-	9	108.00	
	12 Volts Lucas Dynamo	-	-	3	60.00	
	Ford V8 Rear Axle Shaft 4 x 2	-	-	50	700.00	
	Ford V8 Rear Axle Shaft 4 x 4	-	-	6	180.00	
	GMC Rear Axle Shaft	-	-	10	200.00	
	Chevrolet Steering Shaft	-	2	2	120.00	30
	Ford Front Spring First Leaf	-	3	10	84.50	
	Ford Rear Spring First Leaf	-	-	22	132.00	
	Bedford Gear Speed Lever	-	-	13	135.00	

PART	GOOD	PARTLY DAMAGED	TOTALLY DAMAGED	VALUE £ cts.
Standard Van Guard Rear Spring First Lead	-	6	6	48.00
Bedford Rear Spring First Leaf	-	3	4	63.00
Towing Chain complete with Sockets	-	5	-	150.00
Trailer Spring First Leaf	-	-	8	56.00
Chevrolet Crown & Pinion Back Axle Gear	-	-	1	165.00
GMC Rear Crown Gear	-	-	14	1,120.00
Ford Rear Crown Gear	-	-	1	83.00
Ford Bearing Hub 462	-	-	17	85.00
53390 Bearing Cup	-	-	14	42.00
44156 " "	-	-	131	80.00
QL Bedford Pinion Gear Oil Seal	-	-	10	20.00
3rd & 4th Slide Gear Bedford	-	-	33	330.00
GMC Counter Gear	-	-	1	40.00
B/F 1st & 2nd Gear	-	-	1	11.00
Ford Rear Wheel Stud & Nut	-	-	130	104.00
B/F Front Brake Shoe & Lining (1 set = 4 pcs.)	-	-	248 Sets	1,720.00
3984 Taper Bearing	-	-	41	246.00
CT 42 Teeth Gear	-	-	12	70.00
B/F 4 x 2 Front Shackle Plate	-	-	192	115.00
B/F 23 Teeth Gear	-	-	9	45.00
GMC Clutch Cover Assembly	-	-	3	60.00
B/F Cap Mounting Rubber	-	-	25	20.00
B/F Steering Rubber Mounting	-	-	11	5.50
B/F 4 x 2 Front Pro-Shaft Tube	-	-	15	150.00
Chain Hook	-	-	28	28.00
Ford 4 x 4 Rear Brake Drum	-	-	13	338.00
B/F Petrol Tank	-	-	2	70.00

Exhibits
P. 5

Report of Fire Loss Assessors 16th March 1964 (continued)

EXHIBITS P. 5	PART	GOOD	PARTLY DAMAGED	TOTALLY DAMAGED	VALUE £ cts.	
Report of Fire Loss Assessors 16th March 1964 (continued)	B/F Front Spring	27	-	-	460.00	
	Radiator	-	-	6	120.00	
	L/Rover Fly Wheel Ring Gear	-	-	16	64.00	
	Weapon Carrier Transfer Box	9	-	-	90.00	
	Rear Spring First Leaf	-	32	-	64.00	
	Bedford RL Front Spring	-	16	-	320.00	10
	L/Rover Front Spring	98	-	-	1,400.00	
	Morris Speed Box	9	-	-	270.00	
	GMC Axle Housing	6	-	-	300.00	
	Perkins Clutch Housing Cover	2	-	-	100.00	
	Steel Channel 23' x 8½"	62	-	-	12,000.00	
	Ford 4 x 4 Front & Rear Axle Assembly	20	-	-	16,000.00	
	Chevrolet Rear Axle Assembly 4 x 2	6	-	-	1,200.00	20
	Chevrolet 4 x 2 Gear Box	5	-	-	1,000.00	
	Fordson Truck	3	-	-	2,100.00	
	Land Rover Body	6	-	-	480.00	
	Land Rover Front Body Panel	2	-	-	80.00	
	Bedford QL Rear Axle Housing	10	-	-	300.00	
	Bedford QL Rear Axle Assembly	1	-	-	220.00	
	Bedford OY Rear Axle Assembly	1	-	-	165.00	30.
	4 x 4 Fordson Front Axle Assembly	2	-	-	320.00	
	Bedford 4 x 2 Rear Axle Housing	10	-	-	220.00	
	Bedford A5 Rear Axle Assembly	4	-	-	840.00	
	Bedford QL Rear Spring	30	-	-	1,350.00	

EXHIBITS
P. 5
Report of Fire Loss Assessors 16th March 1964 (continued)

PART	GOOD	PARTLY DAMAGED	TOTALLY DAMAGED	VALUE £ cts.
Bedford QL Front Axle Assembly	27	-	-	3,240.00
Assorted Rear Axle	3	-	-	90.00
GMC Bogie Assembly	9	-	-	540.00
B/F A5 Rear Axle Housing	3	-	-	150.00
Steel Cable	7	-	-	210.00
RL Bedford Radiator Grill	4	-	-	60.00
Fordson Petrol Tank (Destroyed)	-	-	1	20.00
L/Rover Mudguard (Destroyed)	-	-	7	70.00
L/Rover Radiator Grill (Dstroyed)	-	-	1	20.00
One Ton Trailer	4	-	-	1,280.00
Weapon Carrier Truck	7	-	-	4,400.00
RL Bedford Truck	2	-	-	4,500.00
L/Rover Truck	3	-	-	6,900.00
Morris Truck	2	-	-	1,400.00
1 Generating Set	1	-	-	500.00
One Humber Car	-	1	-	200.00
One Motor-Cycle	1	-	-	300.00
Winch Truck	1	-	-	3,500.00
L/Rover Engine Gasket	-	-	63	100.00
Cushion Seats (Destroyed)	-	-	60	180.00
Head Lamp Unit	-	-	7	56.00
Oil Seal	-	-	180	200.00
4 x 4 Brake Pump	-	-	8	32.00
Bedford Oil Master-Ring (Destroyed)	-	-	3 Sets	42.00
L/R Shock Absorber	-	-	10	85.00
Universal Joints	-	-	150	750.00
Bedford Speedo-Cable Assembly	-	-	81	240.00

EXHIBITS	PART	GOOD	PARTLY DAMAGED	TOTALLY DAMAGED	VALUE $ cts.	
P. 5						
Report of Fire Loss Assessors 16th March 1964 (continued)	Bedford Speedo Inner-Cable	-	-	110	55.00	
	Jeep Head Lamp	-	-	26	182.00	
	Dodge Two-Speed Crown & Pinion Gear	-	-	8 Sets	960.00	
	Bedford QL Head Lamp	-	-	10	75.00	
	Bedford King Pin Set	-	-	3 Sets	24.00	
	QL Bedford Front Brake Lining	-	-	35 Sets	210.00	10
	Ford 4 x 4 Rear Brake Lining	-	-	74 Sets	450.00	
	Bedford OY Steering Drag Rod	-	-	58	480.00	
	F206 Oil Seal	-	-	10	20.00	
	6307 Bearing	-	-	13	52.00	
	GMC Transfer Box Oil Seal	-	-	8 Sets	32.00	
	Ford 4 x 4 Front Hub Oil Seal	-	-	12	36.00	20
	GMC Pinion Gear Oil Seal	-	-	60	72.00	
	Bedford A5 Tie-Rod End	-	-	2 Sets	18.00	
	Bedford J5 King-Pin Set	-	-	1 Set	10.00	
	Bedford I5 CWT King Pin Set	-	-	1 "	6.50	
	L/Rover Tie-Rod End	-	-	1 "	6.50	
	OY Bedford Rear Shackle Pin	-	-	36	36.00	
	Bedford Engine Mounting Tru-Union	-	-	50	35.00	
	GMC Rear Hub Oil Seal	-	-	60	72.00	
	QL Bedford Rear Shackle Pin	-	-	312	186.00	30
	GMC Front Wheel Stud	-	-	800	320.00	
	Starter Switch	-	-	13	26.00	
	Universal Joints	-	-	199	1,200.00	
	P6 Engine	3	-	-	2,200.00	
	Ford Diesel Engine	1	-	-	1,320.00	
	Morris Engine	1	-	-	50.00	

EXHIBITS
P. 5
Report of Fire Loss Assessors 16th March 1964 (continued)

PART	GOOD	PARTLY DAMAGED	TOTALLY DAMAGED	VALUE $ cts.
Transfer Box Stud	3	-	-	180.00
Bedford QL Rear Spring	4	-	-	240.00
Fordson Transfer Box	5	-	-	500.00
L/Rover Front Spring	75	-	-	1,050.00
QL Bedford Front Shaft Hub & Drum Assy.	7	-	-	200.00
Bedford 4 x 2 Front Axle Beam	13	-	-	130.00
Ford V8 Front Axle Assembly	1	-	-	580.00
A6 x 4 Rear Assembly	1	-	-	320.00
A6 x 4 Rear Axle Housing	3	-	-	120.00
Ford 15 CWT Transfer Box	10	-	-	200.00
Bedford RL Rear Spring	8	-	-	480.00
Assorted Spring	64	-	-	1,000.00
GMC Rear Spring	17	-	-	340.00
Bedford Front Spring	73	-	-	876.00
Bedford Wheel Stud & Nuts	-	-	250	200.00
Assorted Screws & Nuts	-	-	1 Case	100.00
L/Rover Piston (1 set = 4 pcs.)	-	-	46 Sets	920.00
L/Rover Connecting Rod	-	-	40	350.00
L/Rover Engine Valve	-	-	158	316.00
L/Rover Engine Gasket (1 set = 4 pcs.)	-	-	45 Sets	225.00
L/Rover Engine Bearing (Destroyed)	-	-	158 Sets	1,008.00
L/Rover Engine Shaft	-	-	2	60.00
L/Rover Steering Shaft (Destroyed)	-	-	8	200.00
L/Rover Propeller Shaft (Destroyed)	-	-	12	300.00
L/Rover Water Pump	-	-	34	544.00
L/Rover Side-Screen	-	-	28	560.00
L/Rover Screen Glass	-	-	38	288.00

EXHIBITS P. 5	PART	GOOD	PARTLY DAMAGED	TOTALLY DAMAGED	VALUE £ cts.	
Report of Fire Loss Assessors 16th March 1964 (continued)	L/Rover Screen Glass Rubber (Destroyed)	-	-	464	928.00	
	L/Rover Chassis Rebound Rubber	-	-	334	300.00	
	Ford 4 x 4 Front Spring Bush	-	-	500	150.00	
	Ford Front Spring Shackle	-	-	8 Sets	24.00	10
	B/Ford Rear Spring Second Leaf	-	-	1	7.00	
	A 10 Petrol Tank	-	-	5	75.00	
	BFOY Rear Axle Shaft	-	-	2	46.00	
	Propeller Shaft	-	2	16	36.00	
	Ford Front Axle Shaft	-	-	7	560.00	
	GMC Pro/Shaft Connector	-	-	4	112.00	
	RL Clutch Covers	-	-	4	80.00	
	Morris Clutch Covers	-	-	4	60.00	
	QL Clutch Covers	-	-	6	162.00	20
	6 x 43 Crown Gear "Ford"	-	-	3	420.00	
	6 x 35 Crown & Pinion Assembly Gear Ford	-	-	1	90.00	
	OY Crown Gear Assembly B/F	-	-	3	240.00	
	QL Crown Gear Assembly	-	-	7	350.00	
	A Speed Box	-	-	3	165.00	
	B/F Speed Box	-	-	2	100.00	
	A Transfer Box Assembly	-	-	1	100.00	
	L/R Switch Starter MK 3	-	-	2	50.00	
	B/F Switch Starter	-	-	8	120.00	30
	De Self Starter	-	-	3	45.00	
	L/R Engine Block	-	-	1	85.00	
	OX Radiator	-	-	1	65.00	
	B/F Steering Wheel (Destroyed)	-	-	12	60.00	
	QL Transfer Box	-	1	-	50.00	

PART	GOOD	PARTLY DAMAGED	TOTALLY DAMAGED	VALUE £ cts.
Crown Wheel & Pinion	-	-	1	25.00
Morris Winch Gear (Destroyed)	-	-	1	15.00
Fordson Pro Shaft	-	-	8	32.00
GMC Torque Rod	-	-	4	120.00
B/F Steering Rod	-	3	3	30.00
Tow Hook	-	1	4	45.00
RL Speed Pump	-	-	-	110.00
L/R King Pin Shaft & Arms (5 sets)	-	-	10	125.00
L/R Master Pump	-	-	8	64.00
R/L Master Pump	-	-	2	30.00
Fordson Universal Joint	-	-	-	-
Motor Cycle Exhaust Pipe	-	-	1	16.00
Jeep Front Screen, Glass & Frame	-	1	1	120.00
L/R Crank Shaft	-	-	2	100.00
Morris Steering Rod	-	-	14	70.00
CT 6 x 43 Crown & Pinion Assembly	-	-	2	300.00
Transformer (in 12v, out 230v)	-	-	1	80.00
Morris Shock Absorber	-	-	28	168.00
P6 Clutch Housing	-	-	3	140.00
P6 B/F Clutch Housing	-	-	2	140.00
A.10 Rear Axle Shaft	-	-	3	30.00
A.10 Exhaust Box	-	-	1	7.00
B/F QL Speed Box Cover	-	-	22	88.00
B/F OY Pinion Gear Cover	-	-	15	60.00
Timing Gear B/F	-	-	51	200.00
OY B/F Pinion Gear Flange	-	-	6	30.00
B/F Wheel Stud	-	-	250	230.00
QL Pinion Gear Flange	-	-	87	280.00
B/F (4 x 2) Stub Axle	-	-	8	160.00

EXHIBITS

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Report of Fire Loss Assessors 16th March 1964 (continued)

EXHIBITS	PART	GOOD	PARTLY DAMAGED	TOTALLY DAMAGED	VALUE £ cts.	
P. 5						
Report of Fire Loss Assessors 16th March 1964 (continued)	Head Lamp Reflector (Destroyed)	-	-	48	144.00	
	B/F Clutch Shaft Cover	-	-	39	117.00	
	QL Transfer Box Cover	-	-	3	24.00	
	GMC Fan Belt (Destroyed)	-	-	31	90.00	
	CT Fan Belt (Destroyed)	-	-	14	35.00	
	Ford Fan	-	-	20	50.00	
	B/F Selector Shaft	-	-	214	120.00	10
	A.10 Crown Wheel & Pinion Gear	-	-	4	60.00	
	B/F Selector Fork	-	-	59	177.00	
	Jeep Hand Brake Lining (Destroyed)	-	-	3	12.00	
	B/F QL Hand Brake Cable (Destroyed)	-	-	65	185.00	
	A. Brake Lining (Destroyed)	-	-	24	30.00	
	Clutch Cover & Pressure Plate	-	-	40	240.00	20
	B/F Rear Engine Mounting (Destroyed)	-	-	462	100.00	
	Dodge Two Speed Gear Fork	-	-	23	92.00	
	Electric Horn	-	-	20	100.00	
	GMC Brake Shoe & Lining (Destroyed)	-	-	10	300.00	
	A.10 Radiator (Destroyed)	-	-	9	225.00	
	F V8 Piston Complete with Rings & Pins (Destroyed)	-	-	4 sets	160.00	30
	F V8 Piston Rings (Destroyed)	-	-	13 "	208.00	
	Head Lamp Glass (Destroyed)	-	-	136	65.00	
	Head Lamp Rim	-	-	50	50.00	
	12V Horn (Destroyed)	-	-	18	18.00	
	B/F Clutch Lining (Destroyed)	-	-	38	120.00	

EXHIBITS

P. 5
Report of Fire Loss Assessors 16th March 1964 (continued)

PART	GOOD	PARTLY DAMAGED	TOTALLY DAMAGED	VALUE $ cts.
4 x 4 Hand Brake Lining (Destroyed)	-	-	5	20.00
Head Lamp Assembly (Destroyed	-	-	4	32.00
B/F QL 17 Teeth Gear	-	-	16	112.00
GMC 15 Teeth Gear	-	-	35	660.00
15 Teeth Gear GMC	-	-	8	64.00
Dodge Differential Gear	-	-	9	135.00
Dodge Two Speed Slide Gear	-	-	1	20.00
GMC Transfer Box Shaft	-	-	6	18.00
BF Brake Pump Expender	-	-	40	120.00
CT Steering L Shaft	-	-	32	192.00
Ford Steering L Shaft	-	-	12	48.00
Ford 4 x 4 Tie Rod Ends	-	-	3 Sets	24.00
AC Pump	-	-	50	150.00
R/L B/F distributor (Destroyed)	-	-	3	36.00
Universal Joints	-	-	18	108.00
Jeep Rear Spring Shackle Pins	-	-	12	48.00
Ford 4 x 4 Steering L Shaft	-	-	3	90.00
Dodge Universal Joints	-	-	3	21 00
B/F Helper Spring Brackets	-	-	22	70.00
CT Helper Spring Brackets	-	-	4	14.00
Ford Helper Spring Brackets	-	-	6	24.00
Ford Rear Hanger Spring Brackets	-	-	5	40.00
Ford Steering Drag Rod	-	-	3	36.00
Centre Bolt and Nuts	-	-	666	100.00
B/F Front Spring U Bolts	-	-	34	34.00
B/F Rear Spring Hanger Brackets	-	-	190	950.00
B/F Rear Spring Bush	-	-	570	185.00
B/F Front Spring Brackets	-	-	44	180.00

EXHIBITS P.5

Report of Fire Loss Assessors 16th March 1964 (continued)

PART	GOOD	PARTLY DAMAGED	TOTALLY DAMAGED	VALUE £ cts.	
B/F Dynamo Pulleys (Destroyed)	-	-	49	70.00	
B/F Shock Absorber Link (Destroyed)	-	-	31	90.00	
Ford Steering drop arm (Destroyed)	-	-	6	42.00	
4 x 4 Rear Axle End Nuts	-	-	96	45.00	
B/F Wiring Assembly (Destroyed)	-	-	35	90.00	10
GMC Exhaust Valve	-	-	50	65.00	
B/F Cylinder Liner	-	-	21	100.00	
B/F Engine Bearing	-	-	52 Sets	312.00	
Ford V8 Con Rod Bearing	-	-	13 "	100.00	
B/Ford Con Rod Bearing	-	-	70 "	280.00	
B/F Engine Gaskets	-	-	10 "	45.00	
L/R Engine Gaskets	-	-	6 "	30.00	
B/F Radiator Caps	-	-	8	20.00	
Fan Belt Assorted	-	-	24	26.00	20
Trayer Hub & Drum Assembly	-	-	2	40.00	
Air Tank	-	-	1	18.00	
Morris Crown Gear Assembly	-	-	6	60.00	
Assorted Bearing (Tapered)	-	-	1 lot	180.00	
Assorted Screws & Nuts	-	-	4 lots	650.00	
B/F Cut Out	-	-	25	100.00	
GMC Engine Oil Pump (Destroyed)	-	-	12	96.00	
B/F Pinion Gear Oil Seal (Destroyed)	-	-	84	168.00	30
B/F Speed Box Cover Front	-	-	320	700.00	
GMC Screen Glass (Broken)	-	-	19	300.00	
B/L QL Front Brake Lining	-	-	30 sets	190.00	
B/F Speed Covers	-	-	18	108.00	
B/F Rear Spring Brackets	-	-	204	960.00	

PART	GOOD	PARTLY DAMAGED	TOTALLY DAMAGED	VALUE £ cts.
B/F Pistons Complete with Rings & Pins	-	-	20 Sets	140.00
B/F First & Second Gear	-	-	80	960.00
B/F Exhaust Pipes	-	-	38	304.00
B/F Shaft Flange	-	-	664	750.00
L/R Screen Glass (Broken)	-	-	9	360.00
B/F Engine Block	5	-	-	330.00
B/F Radiator	-	-	83	500.00
Dodge Steering Shaft	-	-	92	100.00
A. Exhaust Pipes	-	-	7	105.00
B/F Exhaust Pipes	-	-	43	344.00
Jeep Cylinder Heads	-	-	3	15.00
Dodge Front Two Hook	-	-	50	50.00
Jeep Springs	-	-	50	180.00
Ford Rear Hub (4 x 4)	-	-	34	952.00
Block & Tackle	5	-	-	190.00
Fordson Speed Box	-	-	9 Sets	270.00
L/R Exhaust Pipes	-	-	27	378.00
Assorted Screws (Destroyed)	-	-	1 Case	120.00
B/F Spring Brackets (Destroyed)	-	-	450	2,250.00
L/R Cushion Seats (Burned)	-	-	69	200.00
L/R Hood Brackets	29	-	-	87.00
650 Tyres	3	-	-	90.00
825 x 20 Tyres	2	-	-	46.00
650 x 16 Tyres	13	-	-	195.00
L/R Wheel Rim	43	-	-	430.00
B/F Crank-Case (Burned)	-	-	4	16.00
Assorted Gear Box Housing) Gear, Shelf, Flange and Hub)	-	-	1 Lot	300.00
1100 x 20 Tyres	12	-	-	600.00
900 x 20 Tyres	13	-	-	520.00
1400 x 20 Tyres	7	-	-	280.00

EXHIBITS

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Report of Fire Loss Assessor 16th March 1964 (continued)

EXHIBITS
P. 5

Report of Fire Loss Assessors 16th March 1964 (continued)

PART	GOOD	PARTLY DAMAGED	TOTALLY DAMAGED	VALUE £ cts
B/F 4 x 2 Cross Member) B/F 4 x 4 " ")	-	-	6	58.00
B/F Propeller Shaft	-	-	12	216.00
L/R Screen glass and frame	-	-	11	66.00
4 x 4 Bumpers	11	-	-	110.00
L/R Body (rear)	3	-	5	1,040.00
B/F Engine	19	-	-	1,800.00
R/L Mudguard	10	-	-	60.00 10
L/R Grill Panel	-	-	21	160.00
L/R Body Angles	-	-	4 sets	240.00
QL Propeller Shaft	-	-	12	250.00
Assorted Shock Absorber	-	-	85	500.00
A 10 engine	-	-	4	220.00
B/F Mudguard	5	-	-	200.00
4 x 4 Rear Hub and brake drum	1	-	-	75.00
4 x 4 Rear brake drum	-	-	2	52.00
Trayer Mudguard	8	-	4	120.00 20
FV 8 Engine	9	-	-	720.00
QL Front Spring	126	-	-	1,650.00
Morris Wheel Rim	8	-	-	150.00
RL Engine	-	3	-	240.00
Morris Transfer gear box	3	-	-	45.00
GMC rear hub and drum	-	-	5	100.00
Morris Engine	6	-	4	500.00
Fordson Chassis	1 set	-	-	150.00
QL Chassis	1 set	-	-	220.00
Assorted Chassis	6 sets	-	-	200.00 30
GMC Axle Housing	2	-	-	120.00
Fordson front axle shaft assembly & hub	7	-	-	210.00
Assorted cross member	45	-	-	200.00

EXHIBITS
P. 5
Report of Fire Loss Assessors 16th March 1964 (continued)

	PART	GOOD	PARTLY DAMAGED	TOTALLY DAMAGED	VALUE £ cts.
	GMC front axle housing	2	-	-	100.00
	B/F OY Axle housing	3	-	-	60.00
	L/R Cylinder Liner	-	-	44	44.00
	Morris switch board	-	-	5 sets	50.00
	Austin steal beam	1	-	-	50.00
	Standard Engine	-	2	-	80.00
	A 5 Axle Nut (destroyed)	-	-	10	6.00
10	A 5 Axle Washer (destroyed)	-	-	6	1.50
	A 5 Axle Lock Washer (destroyed)	-	-	20	4.00
	A 5 Rear Axle Lock Washer (destroyed)	-	-	10	9.60
	Wiper Blade (destroyed)	-	-	50	10.00
	RL Cab Mounting (melted)	-	-	2	5.60
	Steering Arm Screw (destroyed)	-	-	10	17.56
	Land Rover brake lining	-	-	16 sets	34.00
20	Master Pump Cup (melted)	-	-	10	17.00
	Fordson Transfer Box	13	-	-	1,170.00
	Side Lamp	-	-	100	105.00
	OY Hand Brake Wire B/F	-	-	200	700.00
	QL Front Brake Lining	-	-	50 sets	275.00
	OY Steering Arm	-	-	50	175.00
	RL Clutch Lining	-	-	50 sets	475.00
	B/F Clutch Housing Mounting Bracket	-	-	200	160.00
	B/F Short Propeller Shaft	-	-	13	169.00
30	B/F Propeller Complete with Bearing & Bracket	-	-	50	800.00
	U Joint & Sleeve	-	-	6	39.00
	B/F Front Axle Assembly	20	-	-	1,100.00
	A5 Speed Box B/F	-	10	-	580.00

D.6. - PHOTOGRAPH SHOWING DAMAGE TO GOODS

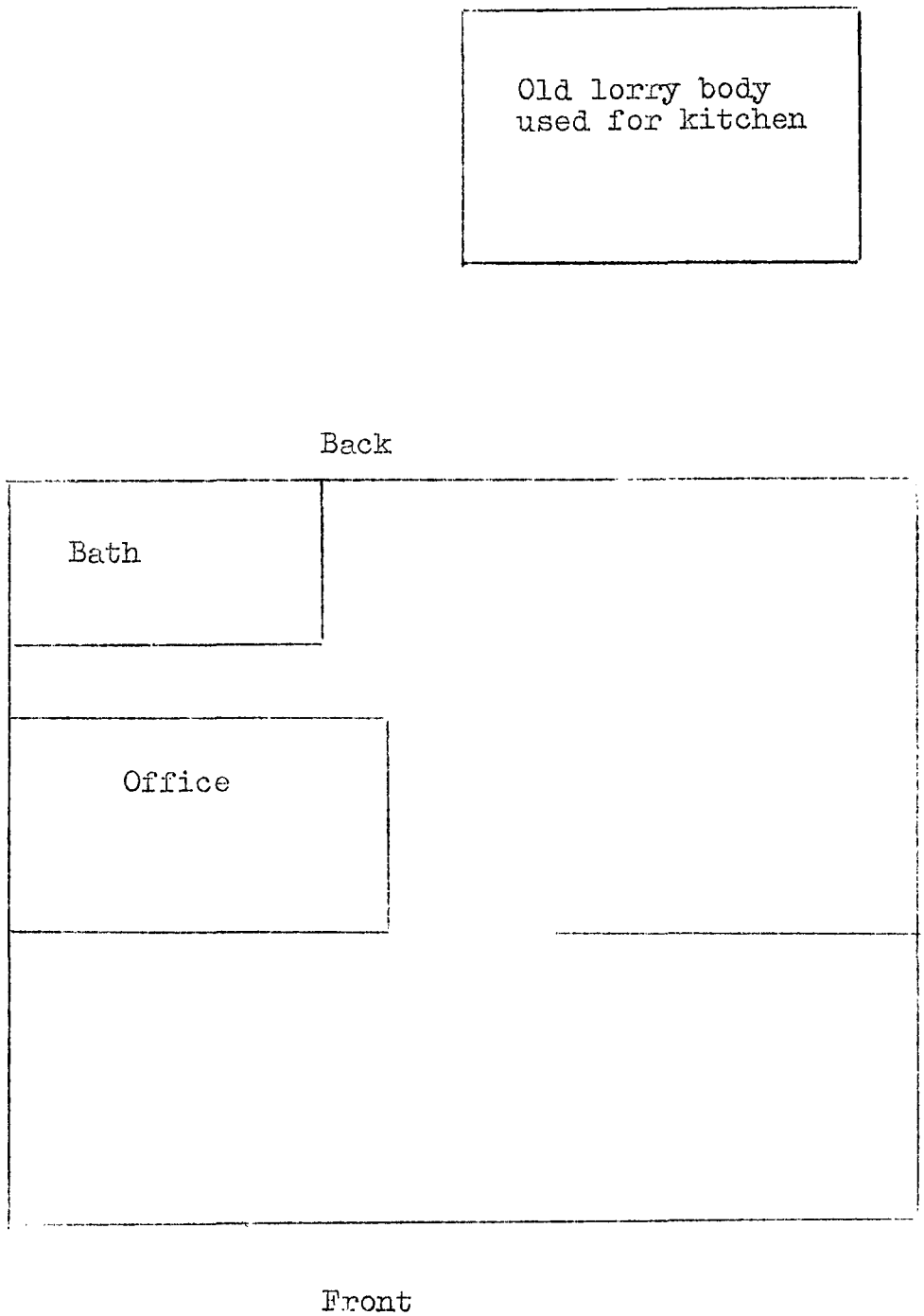
Exhibits

D.6.

Photograph showing damage to goods

EXHIBIT - P.8

Rough Sketch plan of Plaintiffs' Premises.



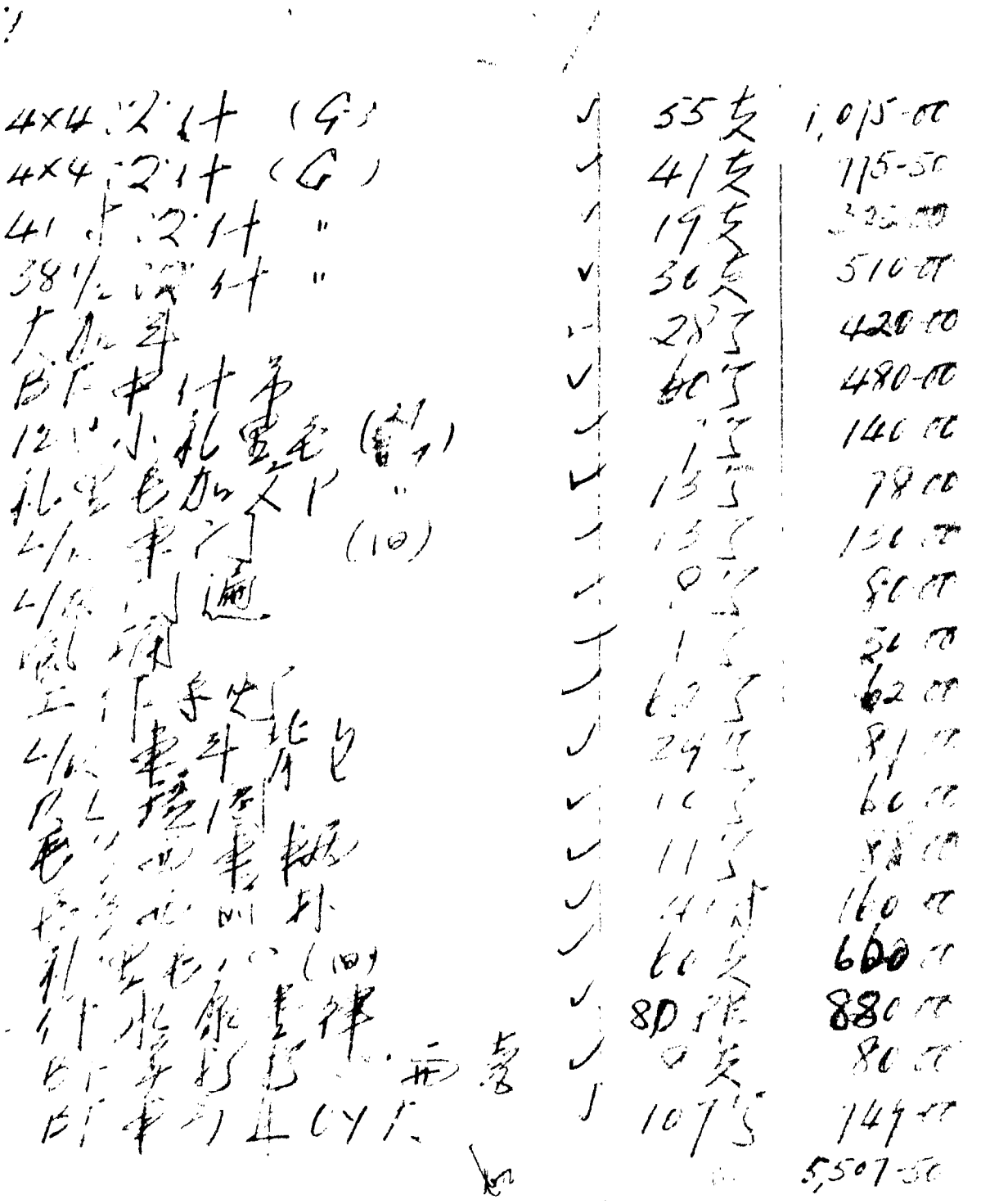
D.9. - STOCK LIST IN CHINESE

Exhibits

D.9.

Stock List in Chinese

1



Exhibits

D.9.

Stock List in
Chinese
(continued)

BF 凸泵件	116 了	348.00
BF 長士黃律	1 律	150.00
貝[illegible]黃律	1 律	150.00
GMC 大小馬令	1 律	230.00
BF 大小馬令	1 律	350.00
美多利十吋[illegible]件	135 了	1,350.00
車斗[illegible]	11 了	11.00
中什头	12 了	94.00
中什头（亂）	9 了	117.00
長[illegible]12V小	1 了	146.00
A10 12V [illegible]	1 了	14.00
BF 中什油皮	192 了	153.60
4×4 什[illegible]	295 種	12.00
什什馬令	225 種	892.00
BF [illegible]馬	33 支	52.80
GMC [illegible]腳	5 了	30.00
油脂（黃油脂）	1 律	100.00
12V 小[illegible]	99 了	693.00
[illegible]士車手	13 支	156.00
BF [illegible]水箱（亂）	1 了	75.00
		5,184.40

Exhibit

D.9.

Stock List in
Chinese
(continued)

二

雅[illegible]長[illegible]	✓	4箱	500.00
4×4 [illegible]	✓	9个	243.00
2/3 大黄[illegible]	✓	45支	630.00
BF 小黄[illegible]	✓	14支	112.00
BF [illegible]	✓	5个	115.00
1F 大[illegible]箱	✓	20个	160.00
BF 風桶(拉[illegible]用)	✓	2个	80.00
AIC 6×4 [illegible](乱)	✓	9个	200.00
BF [illegible]	✓	6支	42.00
BF [illegible](乱)	✓	5支	115.00
BF [illegible]	✓	1个	49.00
BF AL [illegible]	✓	32个	320.00
BF [illegible]	✓	56支	224.00
BF 火[illegible]	✓	4160支	1650.00
BF [illegible]	✓	212支	106.00
卡[illegible](乱)	✓	2支	46.00
BF [illegible]	✓	21个	162.00
[illegible]灯头	✓	100个	60.00
AL [illegible](乱)	✓	5支	80.00
E.P. [illegible]	✓	6支	48.00
			4,862.00

Exhibits

D.9.

Stock List in
Chinese
(continued)

美打打自動[illegible]士	✓	22丁	44.00
周力螺什(乩)	✓	15丁	180.00
大士丁	✓	4丁	40.00
BF [illegible]前[illegible]耳	✓	138丁	414.00
BF 火咨	✓	186支	53.40
中什[illegible]馬令(乩)	✓	28丁	168.00
BF [illegible]馬令 8509	✓	24丁	240.00
BF 咨[illegible]士	✓	429丁	42.90
482 [illegible]令[illegible]412[illegible]	✓	66丁	396.00
482 馬令	✓	9丁	45.00
GMC [illegible]令 8510	✓	1丁	11.00
GMC [illegible]令馬令 2135	✓	28丁	280.00
美打打自動[illegible](長[illegible])		3丁	12.00
BF [illegible]	✓	84丁	67.20
BFAC [illegible](乩)	✓	11丁	68.00
[illegible](GMC[illegible])	✓	4丁	16.00
[illegible](电)	✓	2丁	12.00
GMC [illegible]	✓	18粒	18.00
加斗 CG4C 13 12V [illegible]	✓	2丁	30.00
32212 馬令 馬令(乩)	✓	37丁	222.00
			2,359.70

Exhibits

D.O.

Stock List in Chinese (continued)

3

[illegible]	✓	11 [illegible]	154 00
[illegible]	✓	2 [illegible]	24 00
[illegible]	✓	6 [illegible]	260 00
[illegible]	✓	2 [illegible]	5 00
[illegible]	✓	1 [illegible]	7 00
[illegible] 6X41	✓	1 [illegible]	100 00
[illegible]	✓	1 [illegible]	150 00
[illegible]	✓	[illegible]	115 00
[illegible]	✓	6 [illegible]	30 00
[illegible]	✓	11 [illegible]	66 00
[illegible]	✓	2 [illegible]	10 00
[illegible]	✓	1 [illegible]	7 00
[illegible]	✓	2 [illegible]	12 00
[illegible]	✓	1 [illegible]	3 00
[illegible]	✓	4 [illegible]	11 00
[illegible]	✓	[illegible]	30 00
[illegible]	✓	[illegible]	25 00
[illegible]	✓	2 [illegible]	10 00
[illegible]	✓	1 [illegible]	5 00
[illegible]	✓	4 [illegible]	20 00
			1,118 00

Exhibits

D.9.

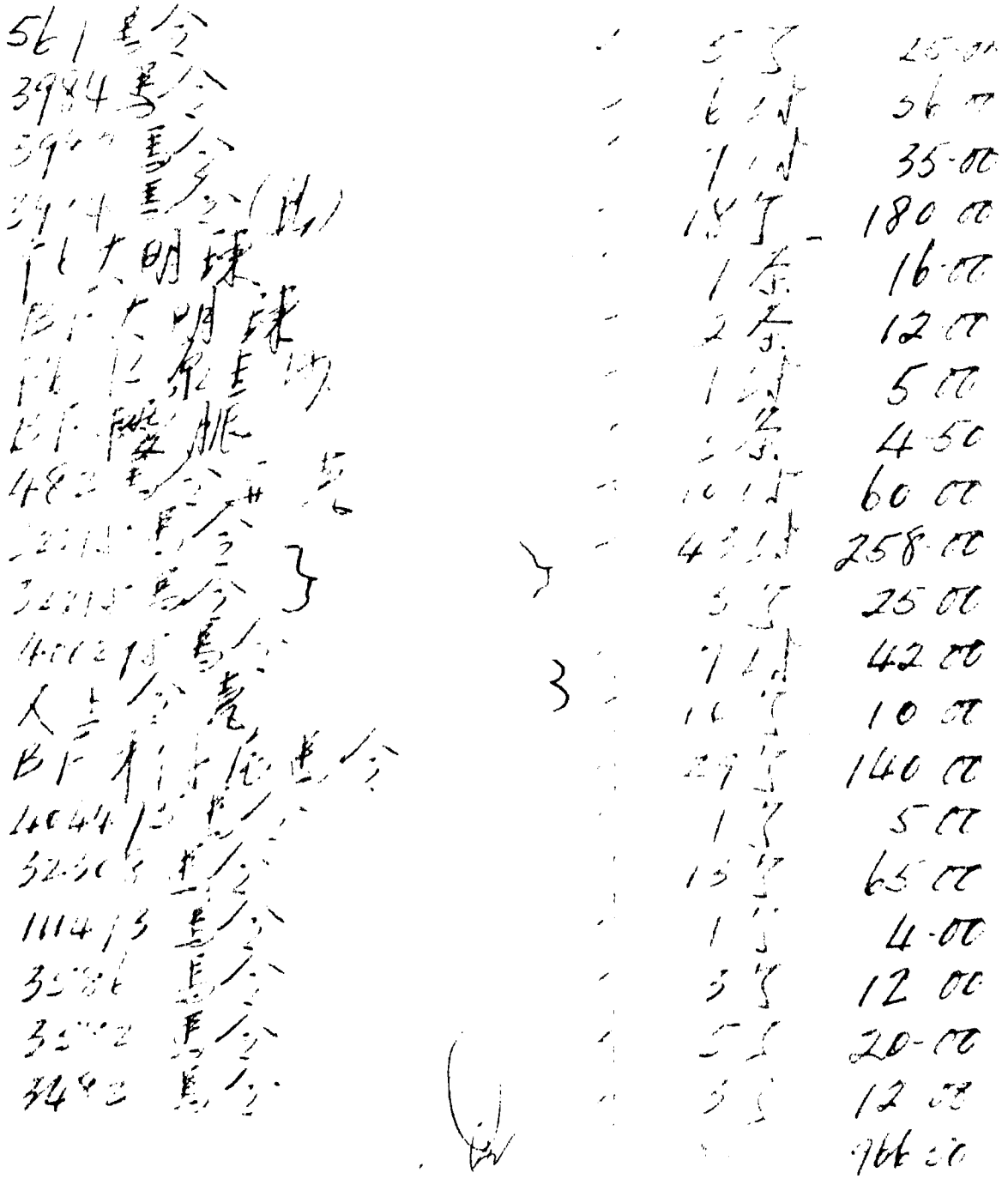
Stock List in Chinese (continued)

6309 馬令	4粒	20.00
36215 馬令	20粒	60.00
43125 馬令	5粒	20.00
41125 馬令	3粒	12.00
?1215 馬令	?粒	12.00
482 馬令	89	445.00
482 馬令 [illegible]	67	402.00
32215 馬令	2	16.00
JEEP [illegible]	4	18.00
BF [illegible]	5	16.00
350 [illegible]	12	15.00
F [illegible]	10粒	10.00
4×4 [illegible]	12粒	6.50
BF [illegible]	1	10.00
[illegible]	1	3.00
F [illegible]	2	16.00
F [illegible]	1	4.00
381 馬令 [illegible]	9	63.00
11820 馬令	2	10.00
F [illegible] 馬令	3	6.00
		1,218.50

Exhibit D.9.

Stock List in Chinese (continued)

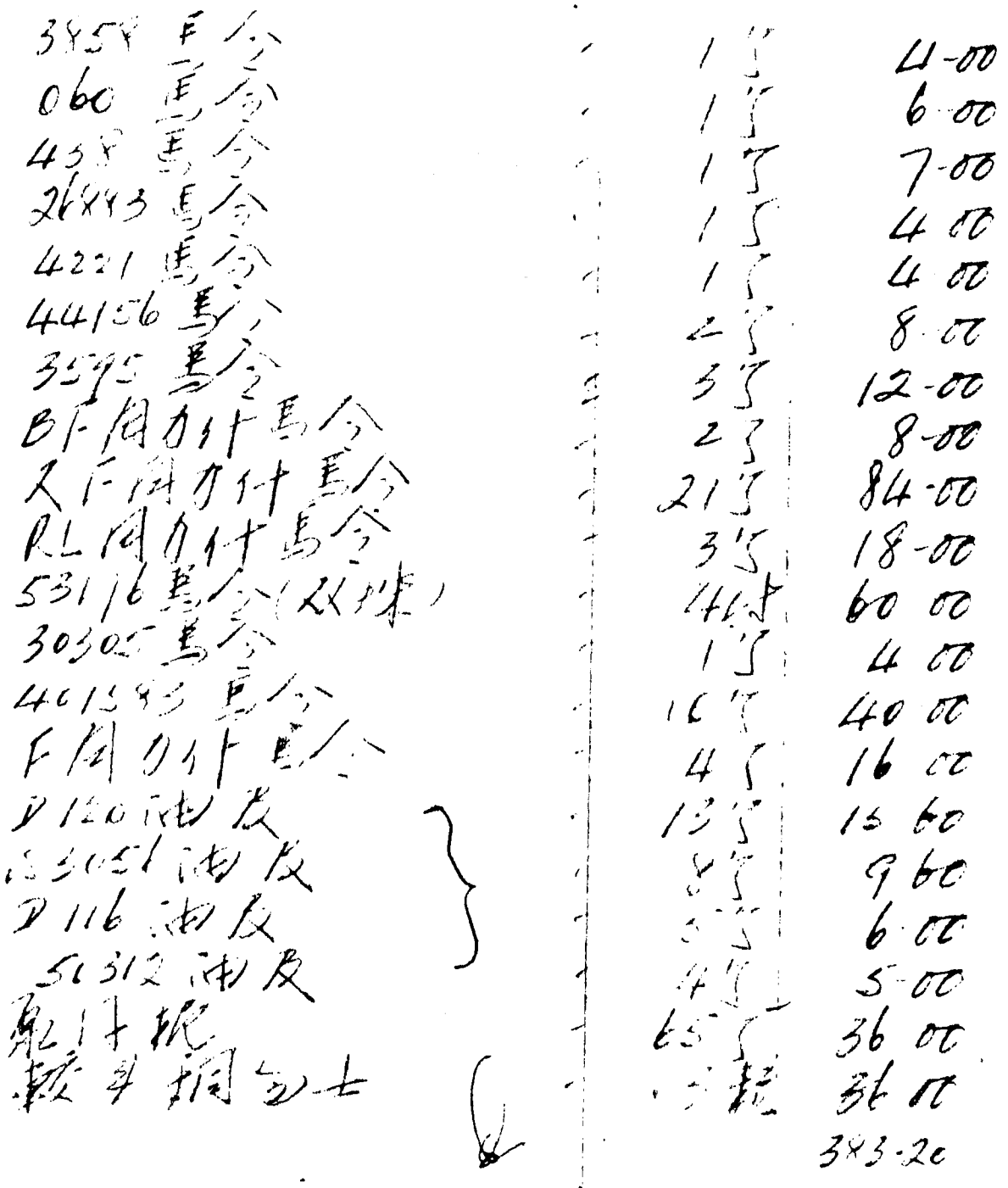
4



Exhibits

D.9.

Stock List in Chinese (continued)



Exhibits

D.9.

Stock List in Chinese (continued)

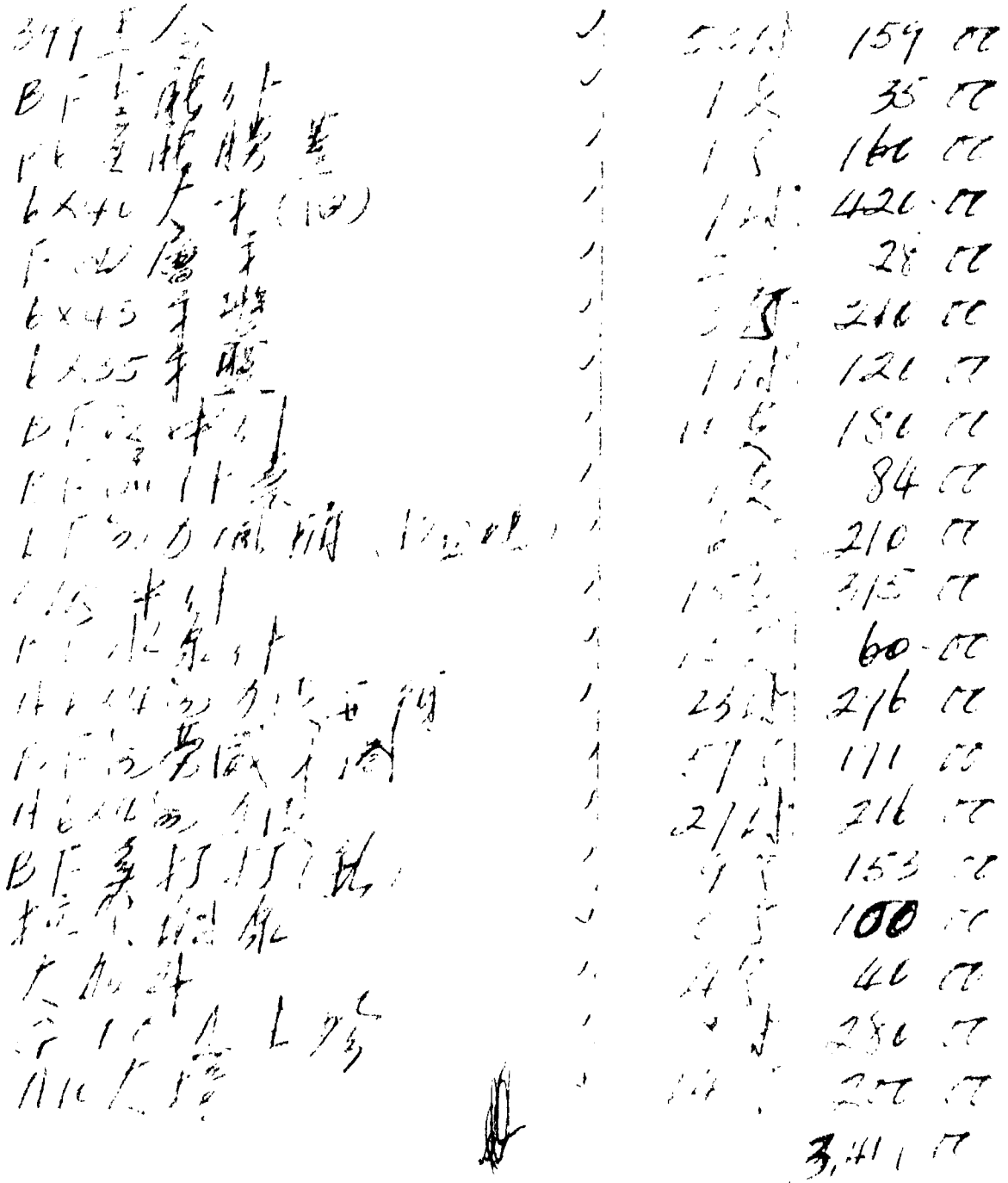
5

BF大律头	✓	1doz	8-50
BF金钩	✓	3doz	27 00
53178 马公	✓	51 gross	306 00
1100903 马公	✓	110 gross	253 00
595 马公	✓	38 doz	114-00
462 马公	✓	23 doz	161-00
2304 马公	✓	4 G	16 00
26824 马	✓	20 G	60-00
53215 马	✓	14 G	56-00
26583 马公	✓	13 doz	52-00
53116 马公(单)	✓	22 doz	110 00
458 马公	✓	2 doz	10 00
1"剑马小板	✓	40 pkt	40 00
2161 马公	✓	8 G	32 00
16150 马公	✓	6 doz	24 00
2120 马公	✓	5 G	20 00
387 马公	✓	6 G	36 00
3321/5 4/2	✓	45 G	315 00
3321/5 4/2 (乳)	✓	29 G	290 00
CT单手马公	✓	90 G	225 00
			2157 50

Exhibits

D.9.

Stock List in Chinese (continued)



Exhibits

D.9.

Stock List in Chinese (continued)

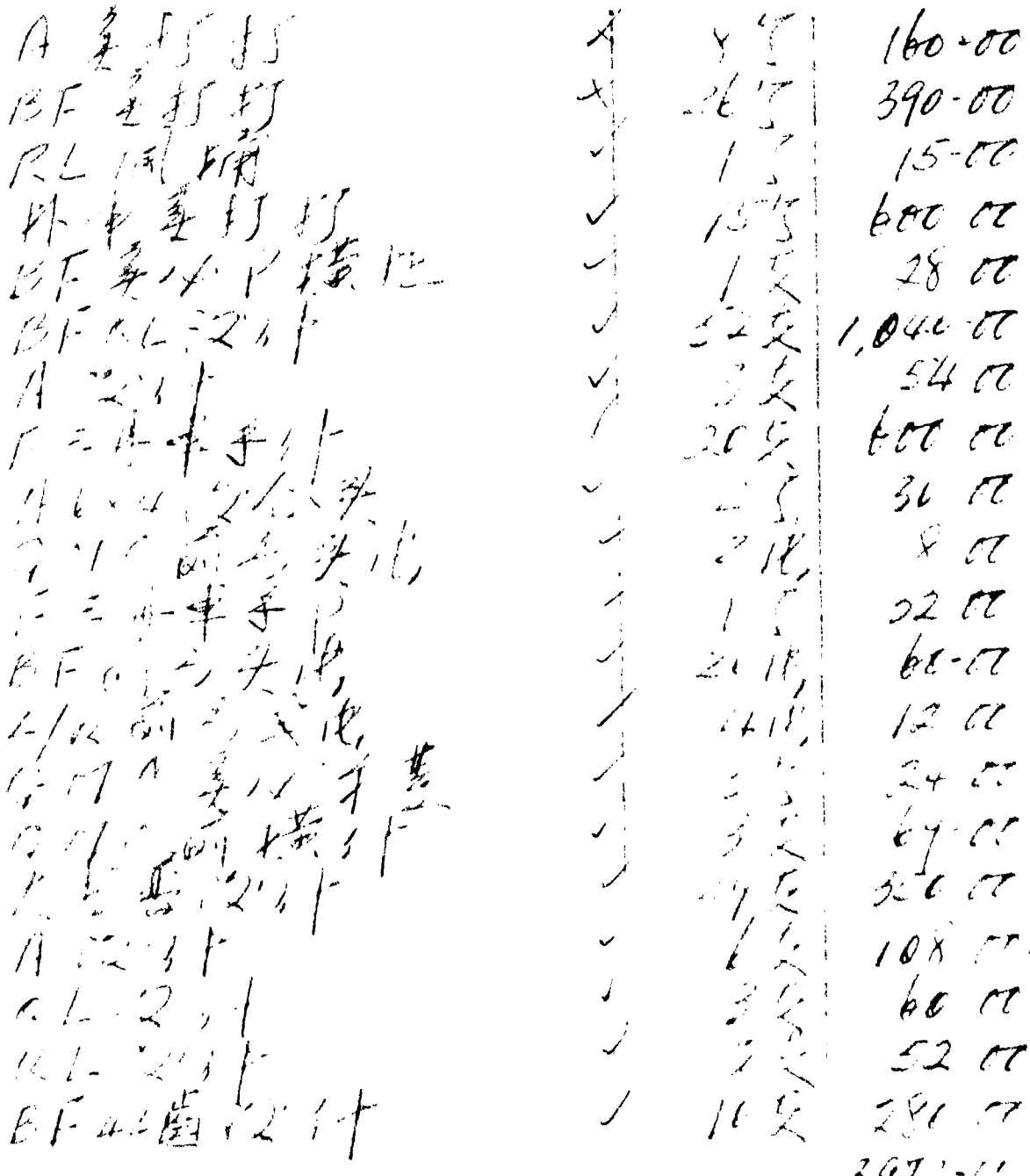
6

	✓	8	96-00
	✓	39	468-00
	✓	110	120-00
	✓	6	30-00
	✓	130	380 00
	✓	8	48 00
	✓	1	200-00
	✓	6	48 00
	✓	20	160 00
	✓	750	100 00
	✓	16	48-00
	✓	17	680 00
	✓	2	72-00
	✓	7	650-00
	✓	6	84 00
	✓	6	48 00
	✓	65	195 00
	✓	4	56 00
	✓	19	285-00
	✓	12	180-00
			3928 00

Exhibits

D.9.

Stock List in Chinese (continued)



Exhibits

D.9.

Stock List in Chinese (continued)

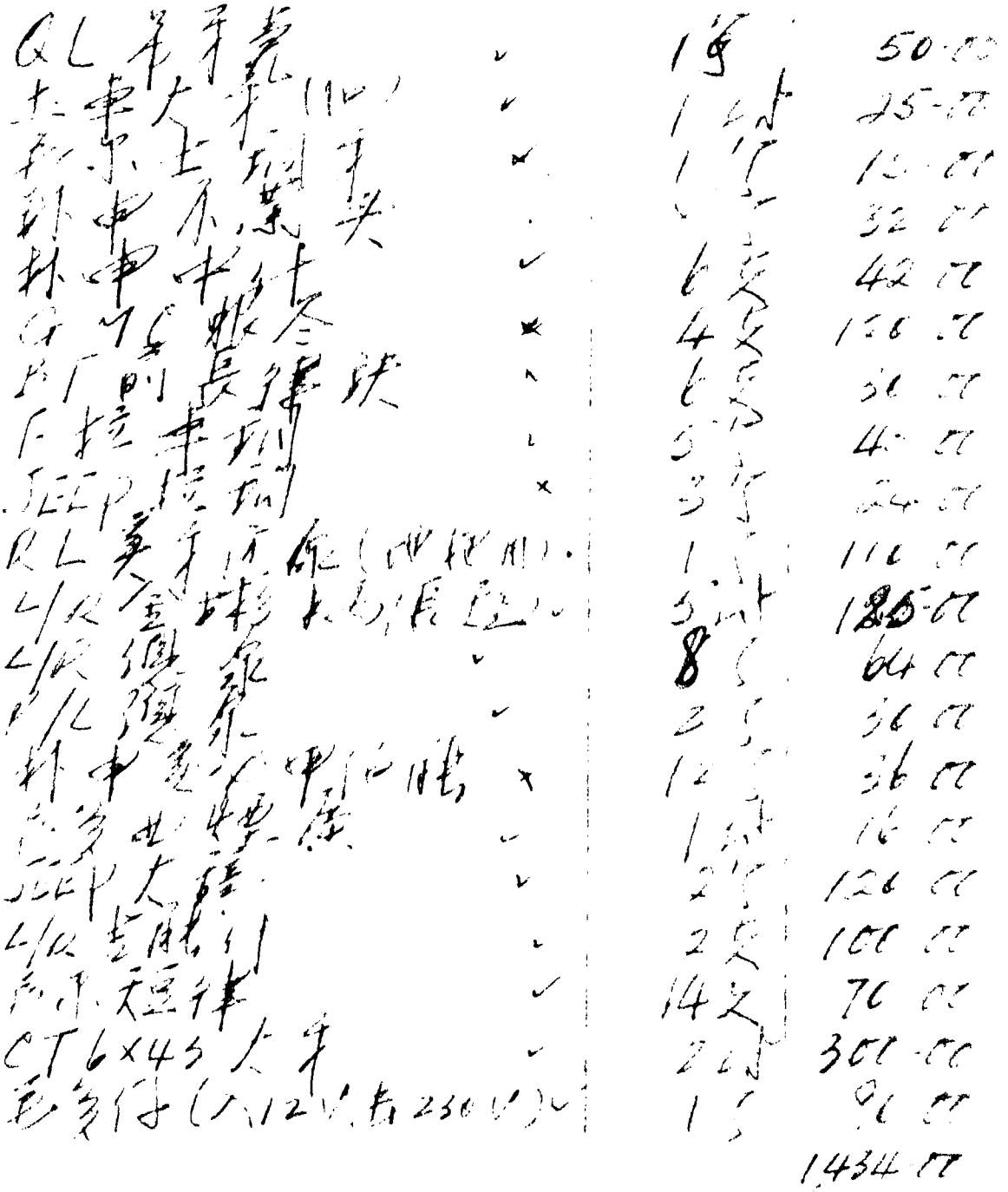
7

[illegible]	✓	2支	46	00
半[illegible]头(短)	✓	18个	36	00
[illegible]横叶	✓	1支	56	00
[illegible]TC接叶	✓	4支	112	00
KL[illegible]力铁	✓	4[illegible]	80	00
[illegible]土[illegible]力铁	✓	4[illegible]	60	00
KL[illegible]力铁(轨)	✓	6[illegible]	162	00
[illegible]43大羊[illegible]	✓	3[illegible]	420	00
[illegible]6X35大羊	✓	1[illegible]	90	00
[illegible]ガ子	✓	[illegible]	240	00
[illegible]大羊(10)	✓	[illegible]	50	00
[illegible]	✓	3[illegible]	165	00
[illegible]	✓	[illegible]	150	00
[illegible]	✓	1[illegible]	100	00
[illegible]多打打Mk3	✓	[illegible]	50	00
[illegible]多打打(10)	✓	8[illegible]	120	00
[illegible]基多打打	✓	3[illegible]	45	00
[illegible]钢[illegible]冷	✓	1[illegible]	85	00
[illegible]水糕	✓	1[illegible]	65	00
[illegible]羊子剪(轨)	✓	12[illegible]	60	00
			~~289~~ 2,891	00

Exhibits

D.9.

Stock List in Chinese (continued)



Exhibits

D.9.

Stock List in
Chinese
(continued)

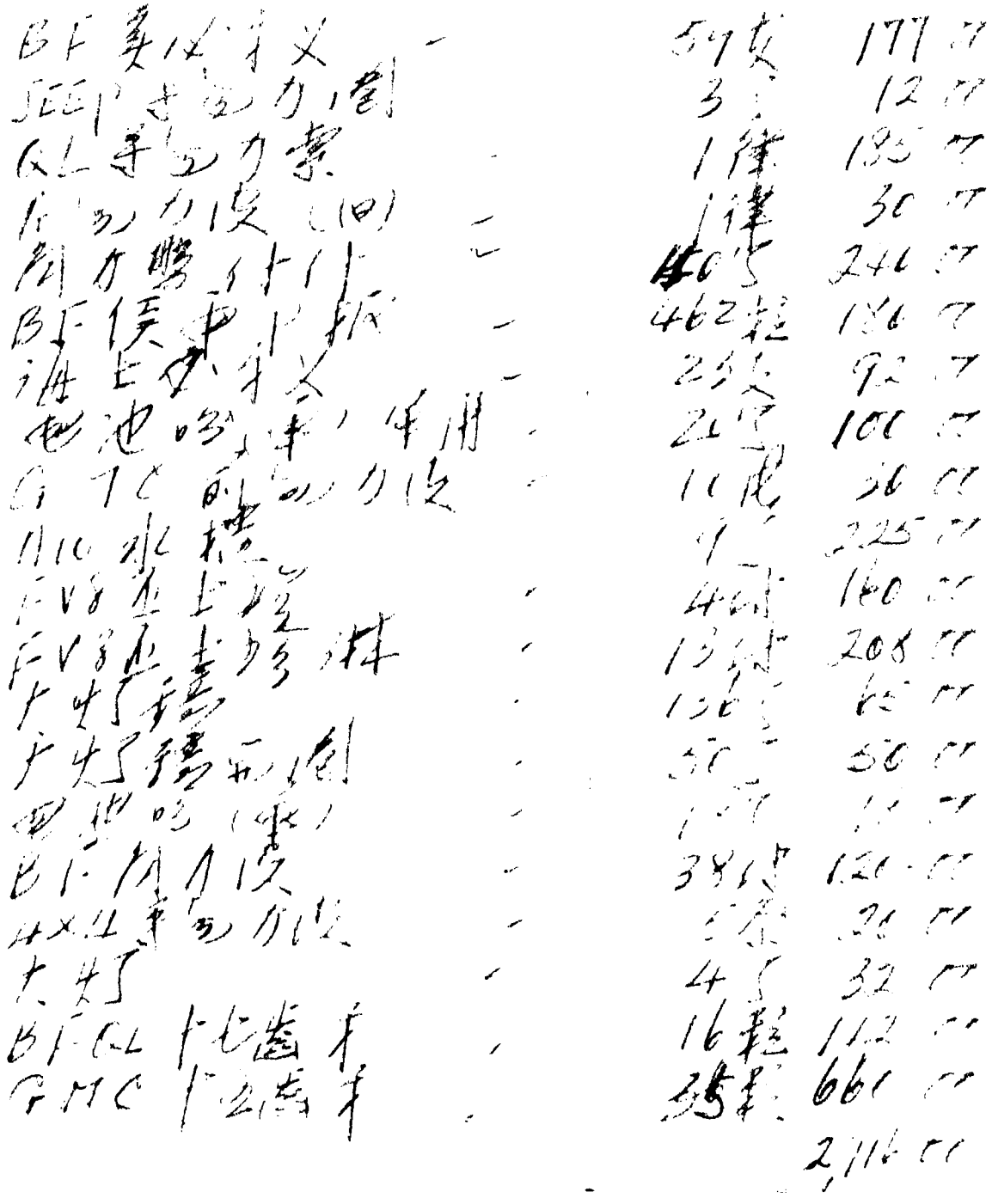
8

毛尔[illegible]冬	/	28支	168.00
P6 [illegible]中P	/	5了	140.00
P6 B F [illegible]中	/	2了	140.00
A 10 [illegible]	/	3支	30.00
B 10 [illegible]	/	1支	1.00
B F QL [illegible]盖	/	22了	88.00
B F QL 手[illegible]盖	/	15了	60.00
大明[illegible]大)	/	51了	200.00
QL [illegible]小[illegible]头	/	6了	30.00
BI [illegible] RL	/	250支	230.00
QL [illegible]小[illegible]头	/	87了	280.00
B F [illegible](4×2)	/	8支	160.00
大[illegible]	/	48了	144.00
B F [illegible]	/	39了	117.00
QL [illegible]	/	5了	24.00
G M [illegible]带	/	31条	90.00
C T [illegible]	/	14条	55.00
[illegible]	/	20了	50.00
[illegible]	✓	214支	120.00
A 10 [illegible]	/	4.25	60.00
			2,115.00

Exhibits

D.9.

Stock List in Chinese (continued)



Exhibits

D.9.

Stock List in
Chinese
(continued)

9

美[illegible]利十二齿[illegible]	✓	8[illegible]	64.00
海士[illegible]白花[illegible]	✓	9[illegible]	135.00
人士[illegible]	✓	1[illegible]	20.00
美[illegible]利[illegible]前[illegible]什	✓	6支	18.00
BF [illegible]	✓	40丁	120.00
CT 車手[illegible]什	✓	32支	192.00
F 車[illegible]律(十二[illegible])	✓	12支	48.00
4x4 大律头	✓	3[illegible]	24.00
AC [illegible]什什		1[illegible]	150.00
KL [illegible]刀(四)		3支	36.00
十字叉(大)	✓	14[illegible]	84.00
十字叉(小)	✓	4[illegible]	24.00
JEEP [illegible]	✓	12[illegible]	48.00
F 三角車手[illegible]什(新)	✓	3支	90.00
[illegible]士地[illegible]甲[illegible]	✓	3[illegible]	21.00
BF [illegible]耳	✓	22[illegible]	16.00
CT [illegible]耳	✓	4[illegible]	14.00
F [illegible]耳	✓	6[illegible]	24.00
F [illegible]耳	✓	5[illegible]	40.00
F 車手[illegible]律	✓	3支	36.00
			1,258.00

Exhibits

D.9.

Stock List in Chinese (continued)

中心丁	✓	666支	100.00
BF前弓馬	✓	34支	34.00
BF OY後弓耳(大)	✓	190丁	950.00
BF後弓包士	✓	570丁	185.00
BF OY前弓耳	✓	44丁	180.00
BF OY [illegible]輪	✓	49丁	70.00
BF OY [illegible]	✓	31支	90.00
F車手掣	✓	6支	42.00
4×4 手車底啡	✓	96粒	45.00
BF 45 大[illegible]	✓	35付	90.00
GMC 火咀	✓	50支	15.00
BF [illegible]	✓	21付	100.00
BF 水撥蓋	✓	8丁	20.00
BF 大馬公	✓	52付	312.00
F V8 小馬公	✓	13付	100.00
BF 小馬公	✓	70付	280.00
BF 加士吉	✓	10付	45.00
4/R 加士吉	✓	6付	30.00
風扇帶 4/R	✓	2條	6.00
風扇帶	✓	22條	20.00
			2,764.00

Exhibits

D.9.

Stock List in Chinese (continued)

10

4/R 接架合[illegible]	✓	2 了	40.00
[illegible]	✓	1 了	18.00
[illegible]上大手	✓	6 付	60.00
什什[illegible]	✓	1 [illegible]	180.00
什件羅[illegible]	✓	4 条	650.00
BF 加斗	✓	25 了	100.00
GMC 馬油泵	✓	12 支	96.00
QL 手付油皮	✓	84 了	168.00
BF [illegible]蓋	✓	320 了	700.00
GMC 大[illegible]	✓	19 了	300.00
QL [illegible]	✓	30 付	190.00
BF [illegible]蓋	✓	18 了	108.00
BF [illegible]耳(小)	✓	240 了	960.00
BF [illegible]	✓	20 付	140.00
BF [illegible]	✓	80 了	960.00
BF [illegible]	✓	38 支	504.00
BF 吊付[illegible] } 664	✓	228 了	410.00
BF 中付手油皮 }	✓	436 了	340.00
4/R 大[illegible]	✓	9 了	360.00
BF [illegible]	✓	5 了	350.00
			6,414.00

Exhibits

D.9.

Stock List in
Chinese
(continued)

OY 水擋	✓	8了	500-00
大吉普車手什	✓	92支	100-00
A 火廣脈	✓	7支	105-00
QL 火廣脈	✓	43支	344-00
JEEP 表前割蓋	✓	3了	15-00
沙士狀鋼仔	✓	50了	50-00
JEEP 以弓	✓	50條	180-00
4x4 汉合头	✓	34了	952-00
大加六	✓	5了	190-00
朴中实18寸(10)	✓	9付	270-00
4/R 挑鉄	✓	29支	87-00
4/R 火廣脈	✓	27支	378-00
4R 車軸	✓	43了	450 00
雜件	✓	1律	120 00
OY 汉弓耳(大)	✓	450了	2,250 00
4/R 告包(長短)	✓	69了	200 00
650x16 外胎	✓	3条	90 00
BF 4x4 鳥油底		4了	16 00
650x16 外胎	✓	13条	195-00
825x20 胎底	✓	2条	46 00
			6,518 00

Exhibits

D.9.

Stock List in Chinese (continued)

11

什件另件,手續,前合十四[illegible]	1律	300.00
1100X20 旧外胎	12条	600.00
900X20 旧外胎	13条	520.00
1450X20 旧外胎	7条	280.00
BF 4X2 水箱門橫担	2支	26.00
BF 4X4 [illegible]門橫担	4支	32.00
BF [illegible]中什 52寸	12支	216.00
4R 大轉圈	11丁	66.00
4X4 波把	11支	111.00
4R 車头(旧)	8丁	1,640.00
BF 車头(旧)	19丁	1,800.00
RL 馬服	10丁	60.00
4R 油喉	21丁	160.00
4R 車身(散庄)	4付	240.00
RL 中什(机)	12支	250.00
雜合什車	1律	500.00
410 車头	4付	220.00
BF CY 馬服(机)	5丁	200.00
4X4 '2' 台力喇面合头	1丁	75.00
4X4 '2' 喇	2丁	52.00
		6,741.00

Exhibits

D.9.

tock List in
hinese
continued)

拉架馬服	12了	120-00
FV8車头	9付	120-00
QL前車王	126条	1650-00
毛尔士車輛	8了	150-00
RL車头	3付	240-00
毛尔士吊手	3付	45-00
GMC白力会喇	5了	100-00
毛尔士車头	10付	500-00
朴中大鉄	1付	150-00
QL大鉄	1付	220-00
什什大鉄	6付	200-00
GMC手卡壳	2支	120-00
朴中前[illegible]	7了	210-00
横担	1件	200-00
GMC前手卡壳	2付	100-00
DFOY手卡壳	3支	60-00
4/R豆士同	44[illegible]	44-00
毛尔士長士卡	5付	50-00
月吊車工字鉄	1支	50-00
美了力車头	2付	80-00
		5,009-00

Exhibits

D.9.

Stock List in
Chinese
(continued)

12

L/R 車斗 (向)	✓✓	6只	480-00
L/R 電盤	✓✓	2只	80-00
QL 波司木売 (小)	✓✓	10支	300-00
QL 波司木	✓✓	1付	220-00
CY 波司木	✓✓	1付	165-00
4×4 前司木 F/S	✓✓	2付	320-00
BF 4×2 波司木売	✓✓	10支	220-00
BF AS 波司木 5×37	✓✓	4支	840-00
QL 波平马	✓✓	30条	1,350-00
QL 前司木	✓✓	27付	3,240-00
付付司木	✓✓	3付	90-00
GMC 牛拉	✓✓	9付	540-00
BF AS 司木売	✓✓	3支	150-00
铁索 (長)	✓✓	7条	210-00
QL 打弄	✓✓	4只	60-00
朴中油弄桶	✓✓	1只	20-00
L/R 馬根	✓✓	7只	70-00
L/R 油弄	✓✓	1只	20-00
拉斗车丹	✓✓	4架	1,280-00
兵营车十三辆	✓✓	7架	4,400-00
			14,055-00

Exhibits

D.9.

Stock List in Chinese (continued)

RL 车	✓✓	2架	4500-00
L/R 车	✓✓	3架	6900-00
毛尔士	✓✓	2架	1,400-00
毛尔士总电机	✓✓	1架	500-00
公码	✓✓	1架	200-00
色多西甲	✓✓	1架	300-00
RL吊车	✓✓	1架	3,500-00
L/R 加士吉	✓✓	63只	100-00
生已	✓✓	60只	180-00
大灯	✓✓	7只	56-00
油皮	✓✓	180只	200-00
4×4公泵	✓✓	8只	32-00
B.C.油嘴	✓✓	3付	42-00
L/R 脚公	✓✓	10只	80-00
十字公(水)	✓✓	150付	750-00
B.C.车灯架	✓✓	81架	240-00
车灯架	✓✓	110架	55-00
三角大灯	✓✓	26只	182-00
海士.8.手整	✓✓	8付	960-00
RL大灯	✓✓	10只	75-00
			20,257-00

Exhibits

D.9.

Stock List in
Chinese
(continued)

13

BF 企[illegible]彬	3 付	24.00
RL 前[illegible]力皮	35 付	210.00
4x4 [illegible]力皮	74 付	450.00
BF 羅律	58 支	480.00
F-206 油皮 B.F.	10 [illegible]	20.00
630 [illegible]分	13 [illegible]	52.00
GMC 吊手油皮	8 付	32.00
F 4x4 三角[illegible]合油皮	12 [illegible]	36.00
GMC [illegible]油皮	60 [illegible]	72.00
BF [illegible]大律头	2 付	18.00
BF [illegible]金[illegible]彬	1 付	10.00
BF 十[illegible]彬	1 付	6.50
L/R [illegible]律头	1 付	6.50
[illegible] BF [illegible]彬	36 支	36.00
BF 快[illegible]丁心	50 提	[illegible].00
GMC [illegible]合油皮	60 [illegible]	72.00
RL [illegible]号彬	312 支	186.00
GMC 前合[illegible]	800 支	320.00
車[illegible]打[illegible]士	13 [illegible]	26.00
十字头 (大)	199 付	1,200.00
		3,292.00

Exhibits

D.9.

Stock List in Chinese (continued)

GMC大手盤	✓	✓	14付	1,120-00
6×43手盤	✓	✓	1付	83-00
462馬令	✓	✓	17隻	85-00
53390馬令套(双珠)	✓	✓	14套	42-00
44156馬令套	✓	✓	131套	80-00
QL手仔油皮	✓	✓	16套	20-00
BF三四磨手仔	✓	✓	33套	330-00
GMC四磨手	✓	✓	1付	40-00
BF光磨手	✓	✓	1套	11-00
F4×4双令了西哪	✓	✓	130支	104-00
BF4×2前西力皮西頂	✓	✓	248付	1,720-00
3984馬令	✓	✓	41付	246-00
CT四磨手仔47齒	✓	✓	12套	70-00
BF4×2前馬本板	✓	✓	192件	115-00
F4×4前馬西土	✓	✓	500套	150-00
BF四磨手仔43齒	✓	✓	9套	45-00
GMC角刀铁盤	✓	✓	3套	60-00
F4×4前馬手西拖	✓	✓	8套	24-00
BF磨仔P玩	✓	✓	25套	20-00
BF卡手玩	✓	✓	11套	5-50
				4,310-50

Exhibits

D.9.

Stock List in Chinese (continued)

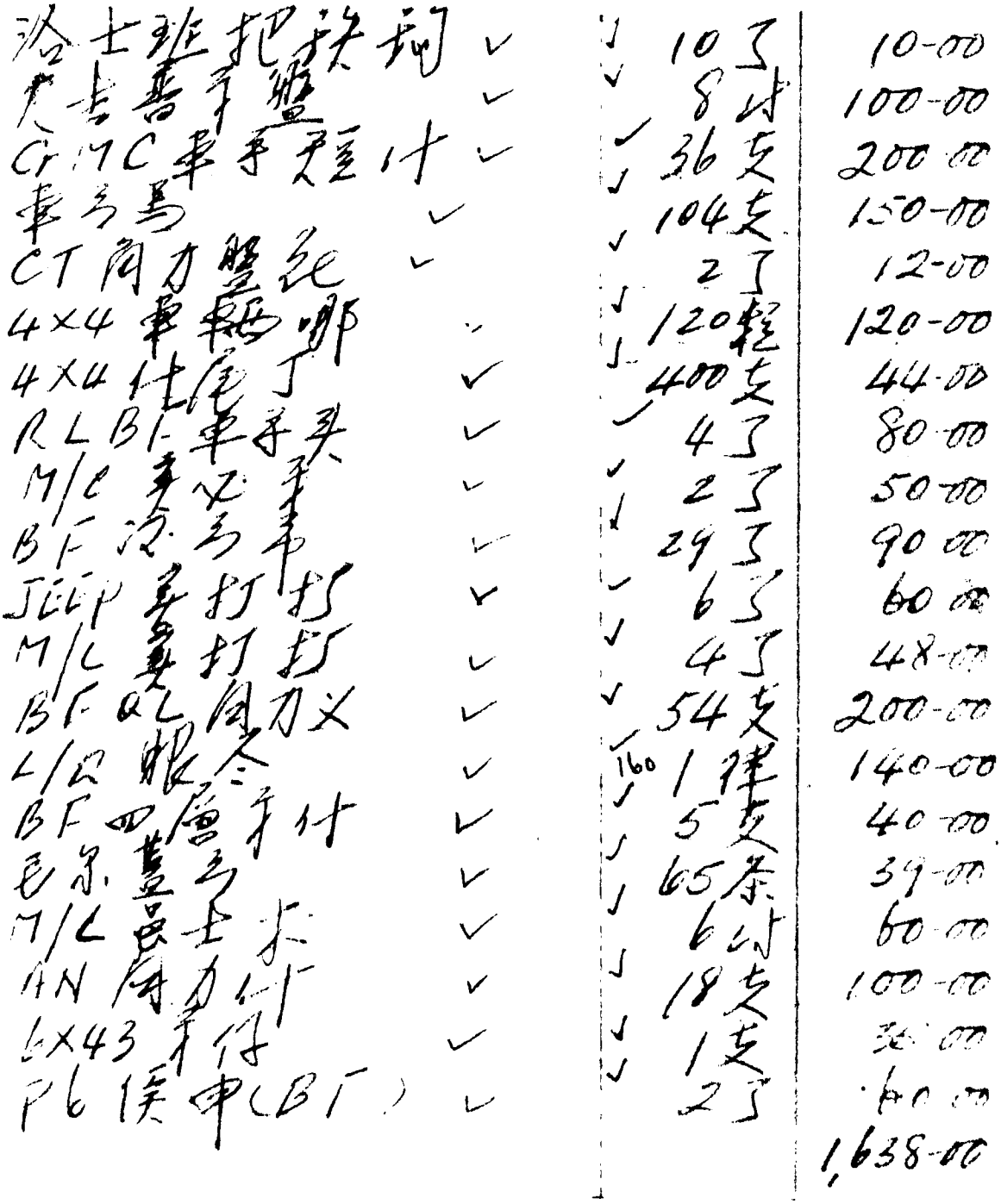
14

GMC 加士吉	✓	✓	30付	165.00
12V [illegible]	✓	✓	11了	66.00
A5 BF [illegible]	✓	✓	5条	20.00
41681 [illegible]	✓	✓	9了	108.00
12V [illegible] (小)	✓	✓	3了	60.00
FV8 4X2 沒什	✓	✓	50支	700.00
F 4X4 沒什 (正)	✓	✓	6支	180.00
GMC 沒什	✓	✓	10支	200.00
CT [illegible] 長什	✓	✓	4支	120.00
F 前[illegible]头[illegible]	✓	✓	13[illegible]	84.50
F 後[illegible]头[illegible]	✓	✓	221[illegible]	132.00
天平[illegible]	✓	✓	5付	150.00
BF [illegible]	✓	✓	15支	135.00
BF [illegible]中什[illegible]	✓	✓	15支	150.00
BF 後[illegible]头[illegible]	✓	✓	1[illegible]	65.00
[illegible]力沒[illegible]头[illegible]	✓	✓	12[illegible]	48.00
[illegible]头[illegible]	✓	✓	8[illegible]	56.00
BF [illegible]	✓	✓	1[illegible]	7.00
CT 6X43 大手	✓	✓	1付	165.00
[illegible]	✓	✓	28了	28.00
				2,637.50

Exhibits

D.9.

Stock List in Chinese (continued)



Exhibits

D.9.

Stock List in Chinese (continued)

(3)

P6 [illegible]車蓋	2了	70-00
車[illegible]	1[illegible]	65-00
BF J5 [illegible]喇叭	2了	50-00
BF 4X2 [illegible]喇叭[illegible]	13了	195-00
旧什水箱	18了	360-00
RL 水箱	3了	315-00
RL [illegible]	1[illegible]	100 00
[illegible]油桶	2了	20 00
[redacted] 油桶	5了	20-00
什什車什	120支	1,200 00
[illegible]	63[illegible]	230-00
[illegible]	14[illegible]	296-00
F.VS 4X4 [illegible]	4[illegible]	80 00
[illegible]喇叭	11了	100 00
BF 6V [illegible]	27了	270-00
L/R [illegible]	1付	170-00
RL 車头	10付	800 00
GL 車头	6付	420-00
AN 6X4 車头	1付	150-00
[illegible]車头	1付	40 00
		4,951-00.

Exhibits

D.9.

Stock List in Chinese (continued)

4×4 12 白力 前	✗	13	338-00
BF 0Y 油缸	✗	2	70-00
P6 车头	✓	3付	2200-00
斯中油压车头	✓	1付	1320-00
毛尔士车头	✓	1付	50-00
美多利车头	✓	3付	180 00
BF 前马 14吨	✗	27条	460-00
QL 12 车马	✓	4条	240 00
斯中车马	✓	5付	500-00
4/4 前1车马 MK1	✓	75条	1,050 00
QL 前1 脚	✓	7	200 00
BF 4×2 马拉	✓	13付	130-00
F 18 4×4 前车头	✓	1付	580-00
A 6×4 12 车头	✓	1付	320 00
A 6×4 车头盖	✓	3支	120-00
F 12 吨车马	✓	10	200-00
QL 12 车马	✓	8条	480-00
小十车马	✓	64条	1,000-00
GMC 12 马	✓	17条	340 00
BF 前马 (十2)	✓	73条	876 00
			10,614-00

Exhibits

D.9.

Stock List in Chinese (continued)

大士嘉市牙	9只	90.00
汉弓头 [illegible]	32個	64.00
RL前弓	16条	320.00
L/R前弓 (旧)	98条	1,400.00
[illegible]	9只	270.00
GMC千斤 [illegible]	6支	300.00
10水 [illegible]	6只	120.00
L/R [illegible] (手 [illegible])	16只	64.00
[illegible]	2只	100.00
日本大 [illegible]	31吋	12,000.00
FV8 4X4 前汉 [illegible]	20吋	16,000.00
F三井 [illegible]	10支	900.00
CT 4X2 汉 [illegible]	6吋	1,200.00
CT 4X2 6X43 [illegible]	5支	1,000.00
L/R 排件	1 [illegible]	5,000.00
B [illegible]	1 [illegible]	200.00
[illegible]	1 [illegible]	100.00
4X4 大 [illegible]	3条	2,100.00
		41,228.00

EXHIBITS

P.10

Police Report (continued)

Signed

5/9/65

(AZIZUL HASSAN) DSP
PEGAWAI PENJAGA DAERAH POLIS
JOHORE BAHRU.

Checked by ROHANA

SUPREME COURT Johore Bahru
C. Suit No. 67/1964
Exhibit "P.1o"
Put in by
This 22nd day of May 1966.

Sgd.

Asst. Registrar.

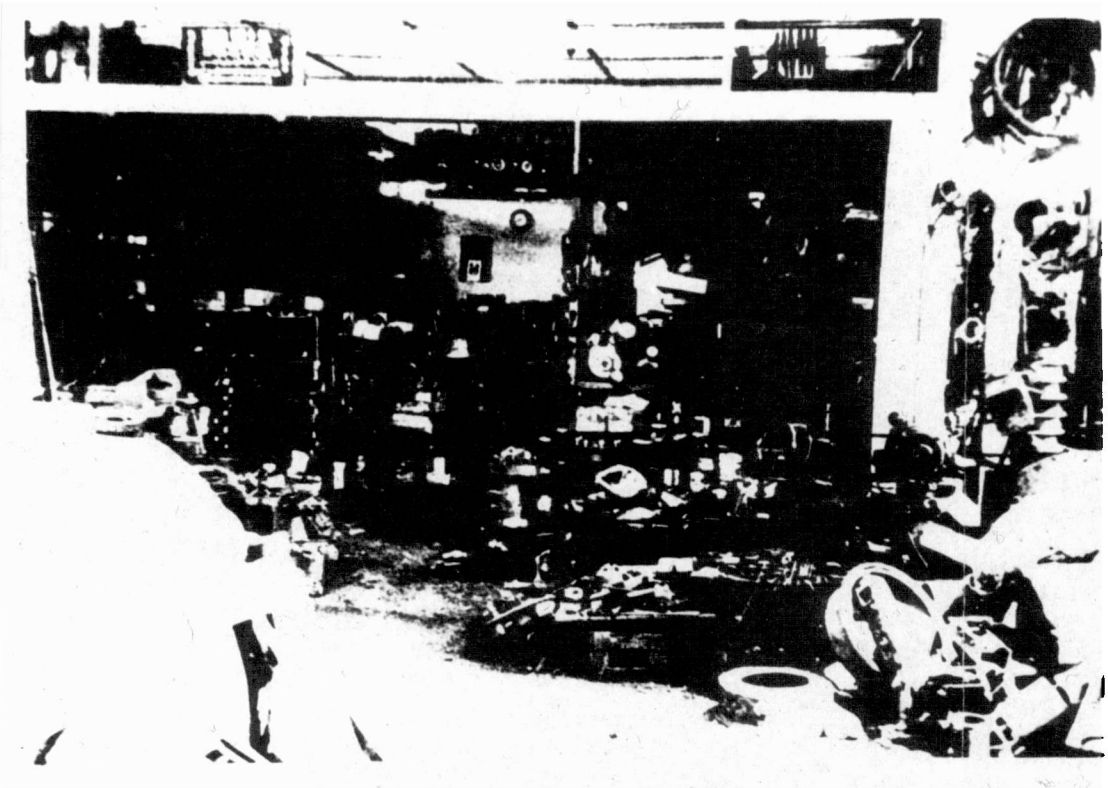
10

P.11A - (a) PHOTOGRAPH

Plates

P.11A

(a) Photograph



P.11A - (b) PHOTOGRAPH

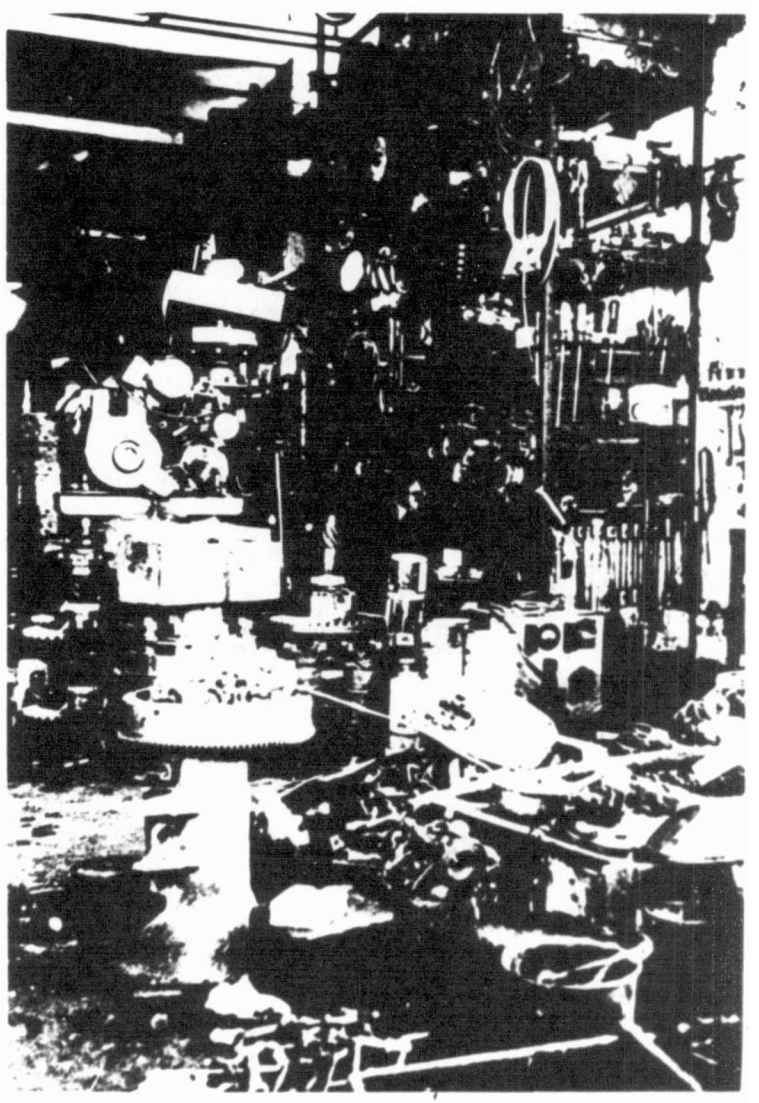
P.11A

(b) Photograph

Exhibits

1.11A

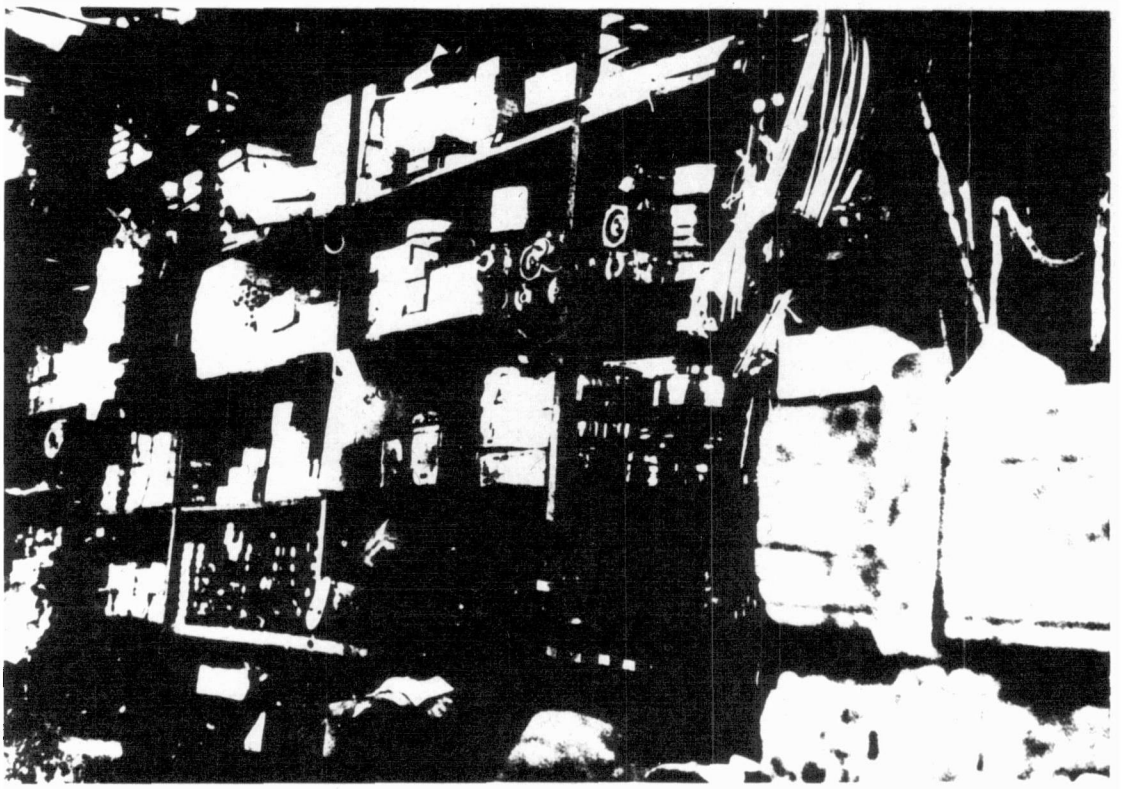
(c) Photograph



P.11A - (d) PHOTOGRAPH

P.11A

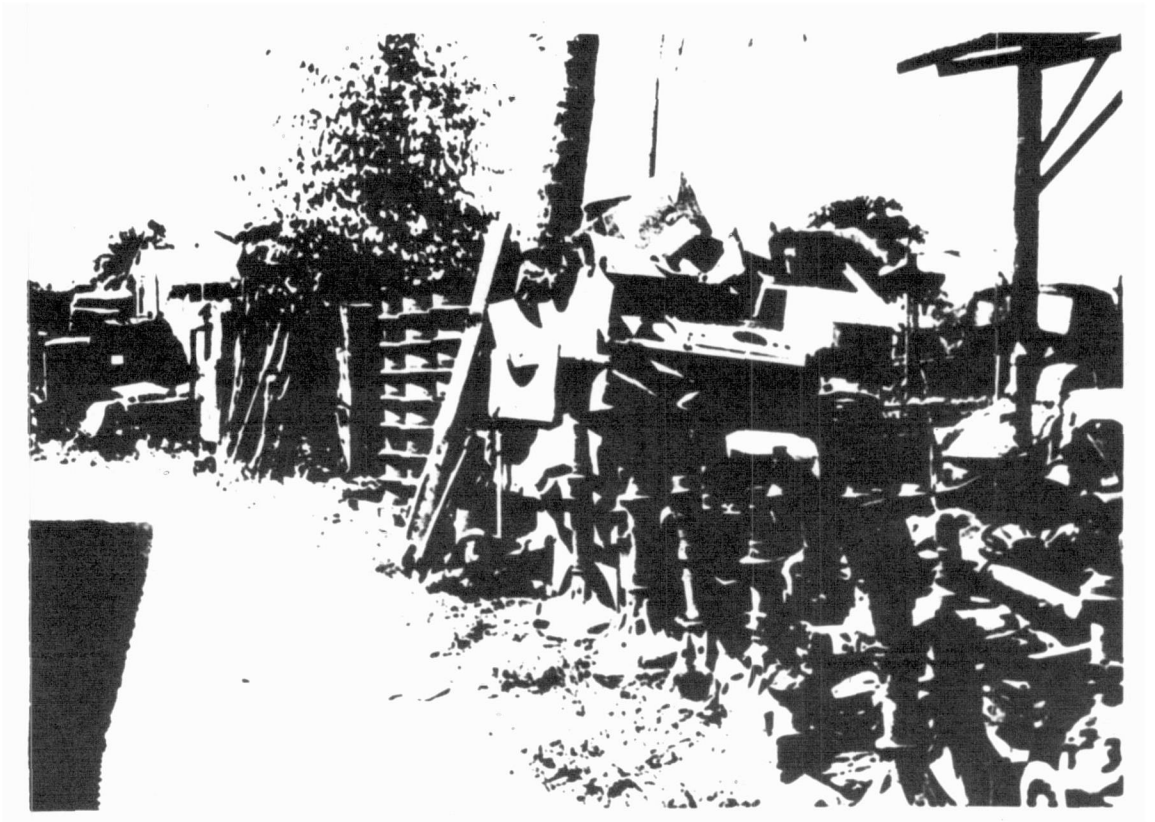
(d) Photograph



P.11A - (e) PHOTOGRAPH

P.11A

(e) Photograph



Exhibits

P.11A - (f) PHOTOGRAPH

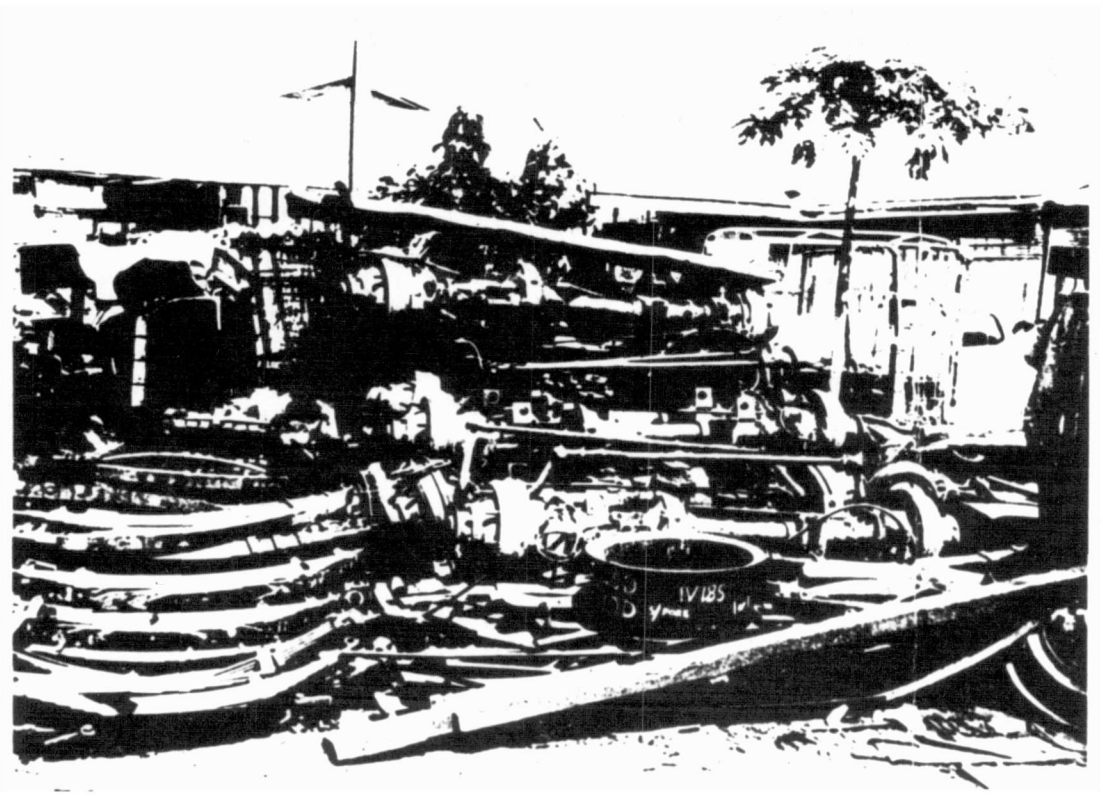
P.11A

(f) Photograph

P.11A - (g) PHOTOGRAPH

P.11A

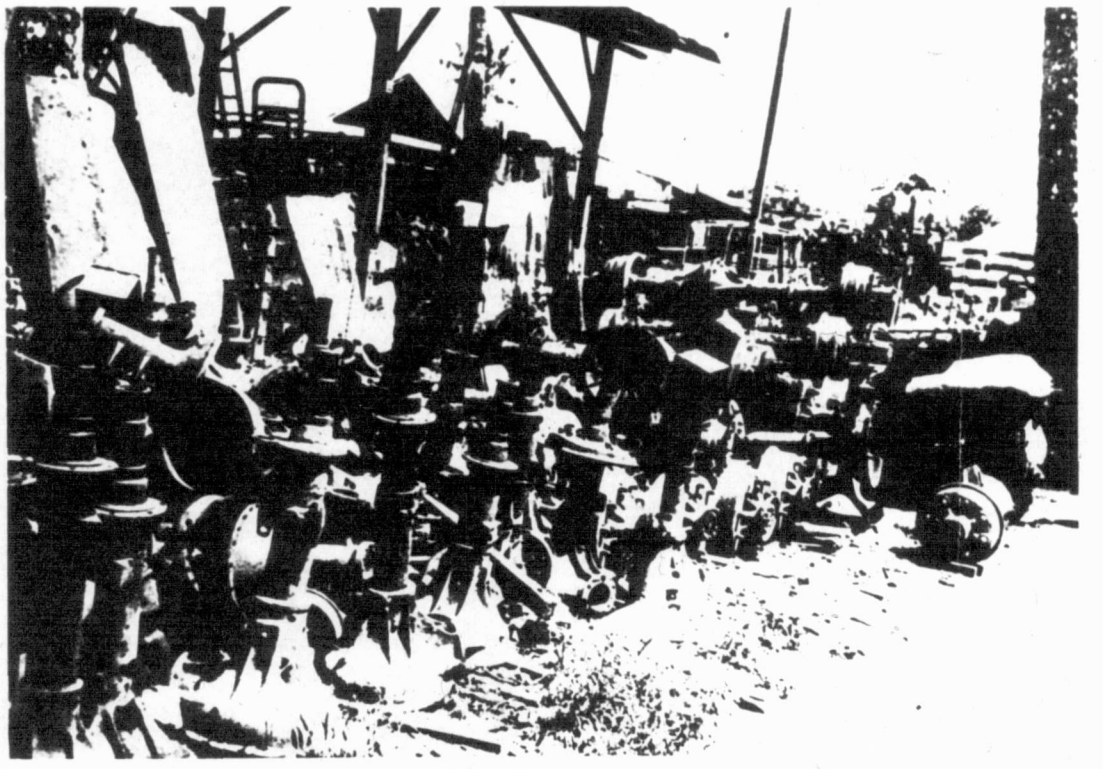
(g) Photograph



Exhibits

..11.

..111 (h) PHOTOGRAPH (h) Photograph



EXHIBITS P.12A - P.12E

INCOME TAX ANNUAL STATEMENTS 1960-1964

/Reproduced separately/

EXHIBITS

P.12A - P.12E
Income Tax
Annual
Statements
1960-1964.

P. 14

P.14

Statement of
Account of
Gross takings
for 1963-1964.

STATEMENT OF ACCOUNT OF GROSS TAKINGS FOR 1963 - 1964

a LEONG BEE & CO.

No. 85A Jalan Scudai,
JOHORE BAHRU

17th February, 1966.

1963

STATEMENT OF BUSINESS

January sales	$19,622.00
February "	27,326.10
March "	41,884.95
April "	39,769.72
May "	34,448.02
June "	34,149.40
July "	24,679.40
August "	15,308.55
September "	33,002.44
October "	32,529.55
November "	37,268.80
December "	37,208.95
TOTAL	$377,197.88

EXHIBITS

P.14

Statement of Account of Gross takings for 1963-1964. (continued)

1964

STATEMENT OF BUSINESS.

January	sales	$37,280.15
February	"	21,708.90
March	"	20,614.50
April	"	26,648.65
May	"	32,127.13
June	"	27,901.80
July	"	36,932.93
August	"	42,494.25
September	"	30,195.10
October	"	44,448.05
November	"	34,646.55
December	"	48,716.55
TOTAL		$403,714.56

Sd..... Partner

Sd..... Partner

Sd..... Partner

Sd..... Partner

D.15

Certificate of Fitness 16th August 1963.

D. 15

CERTIFICATE OF FITNESS

No. 063637

Government of the Federation of Malaya

MACHINERY ORDINANCE, 1953

Machinery (Inspections and Certificates of Fitness), Regulation, 1957

CERTIFICATE OF FITNESS
Under Regulation 5(1)

INSTALLATION

Name of owner LING NAM RUBBER WORKS

EXHIBITS

D.15

Certificate of Fitness 16th August 1963. (continued)

Address of owner 115 Lavender Street, Singapore

This is to certify that your installation, particulars whereof are set out hereunder, was on the 8th day of July 1963, inspected by me and I am satisfied that the machinery listed below may be worked.*

Registered No. of Installation - 444

Total H.P. used 110 H.P.

Trade in which used - Rubber Boot & Shoe Factory

Description of driven machinery - 2 - 13" dia. x 24" Mixing Mills 60 HP

1 - 9" x 24" Mixing Mill 20 HP

9 - 16" x 25" Electric Vulcanising Presses

1 - Water Pump 1½") 3 H.P.
1 - Water Pump 2")

2 - Hydraulic Pumps (Presses) 15 H.P.

1 - Rubber Sheet Splitting Machine

2 - Drilling Machines

Situation - 4½ m.s. Jalan Scudai, J.Bahru

Names of Engineer, Dredgemaster and Engine Drivers.....

.....

.....

This Certificate will hold good until 7.10.64 unless previously suspended, cancelled or otherwise determined under the provisions of the Machinery Ordinance, and provided that the provisions of such Ordinance and the Regulations made thereunder are not contravened in respect of the above installation.

Dated this 10th day of August 1963.

PEMEREKSA JENTERA
Inspector

* This certificate is issued to you on the understanding that the instructions in my letter to you reference and dated have been carried out, as stated in your reply reference dated

EXHIBITS

D.15

Certificate of Fitness 16th August 1963 (continued)

You are reminded that all accidents occurring in your factory premises, which cause disablement for more than four days, whether due to contact with machinery or not, are reportable to a Machinery office. A fine not exceeding $2,000 may be imposed if you fail to make a report.

NOTE - This Certificate is not a receipt for any fee.

D.16 (a)

Particulars of Installation 27th July 1963.

D.16 (a)

PARTICULARS OF INSTALLATION

Ling Nam Rubber Works

27th July, 1963.

Pemeresksa Jentera,
Machinery Deptment,
Government Office,
Johore Bahru.

Dear Sir,

We thank you for your letter of the 21st instant, reference JK/J(Inst) 444.

We append below a list of machinery now on the old factory premises:-

1. 2 sets 13" dia. x 24" Rubber Mixing Mills, with 30 h.p. Motors each.

2. 1 set 9" x 24" Mixing Mill, with 20 h.p. Motor.

3. 9 sets 16" x 25" Vulcanising Presses (Electrically Heated).

4. 1 set 1½" Pipe Water Pump, driven by the motors of item 1 above.

5. 1 set 2" Pipe Water Pump, with 3 h.p. motor.

EXHIBITS

D.16 (a)

Particulars of Installation 27th July 1963 (continued)

6. 2 sets Hydraulic Pump Injectors with 7½ h.p. motors each.

7. 1 set Rubber Sheet Splitting Machine, with 10 h.p. motor.

8. 2 sets Drilling Machines (Small) with ¾ h.p. motors each.

Yours faithfully,

Ling Nam Rubber Works,

Sd. Poon Lam Ying

D.16 (b)

Particulars of Installation.

D.16 (b)

Particulars of Installation

LING NAM RUBBER WORKS
JOHORE BAHRU

12th April, 1964

The Pemereksa Jentera,
Machinery Department,
Government Offices
Johore Bahru.

Dear Sir,

Factory at 4½ Milestone Jalan Scudai, Johore Bahru

We thank you for your letter of the 6th inst.

We confirm that our above factory was completely destroyed by fire on the 2nd February last.

The following is a list of machinery wholly damaged:

(a) 2 Sets 13" x 24" Mixing Mills.

(b) 1 Set 10" x 24" Mixing Mill.

(c) Electric Switches & apparatus

(d) 1 set 1½ Water Pump

EXHIBITS

D.16 (b)

Particulars of Installation.

(e) 2 Set Water Tanks
(f) 1 Set Stamping Machine
(g) 1 Set Hydraulic Pump
(h) 2 Sets Vulcanising Presses
(i) Mixing Mill & Press spare parts and moulds
(j) 1 Set Splitting Machine
(k) 1 Set 2" dia. Water Pump
(l) 1 Set Hydraulic Pump
(m) 1 Lot Aluminium Moulds
(n) 1 Set Air Compressor

The Splitting Machine referred to (j) above suffered damage to the electric motors and rubber roles, and this machine was salvaged and removed to new factory where it has been repaired.

We regret the delay in informing you of the damage for our ignorance of the regulations for which we apologise.

Yours faithfully,

LING NAM RUBBER WORKS
Poon Lam Ying

Exhibit D.18

(a) Letter Ling Nam Rubber Works to The President, Town Council Johore Bahru

EXHIBITS

D.18

(a) Letter Ling Nam Rubber Works to The President, Town Council, Johore Bahru. 12th Oct. 1956.

LING NAM RUBBER WORKS

4½ Milestone Jalan Scudai Tampoi Johore

12th October, 1956.

The President,
Town Council,
Johore Bahru.

Dear Sir,

Your Ref: (11) TCJB(L)O/S.39/56

We thank you for your letter of the 3rd instant.

We have pleasure of informing you that the requirements set out in your letter have been duly complied with. The Licence obtained from the Collector of Land Revenue, bears reference - Licence No.28/56. The Certificate of Fitness issued by the Inspector of Machinery, is enclosed herewith, for your perusal and return.

We should be glad to hear that the requisite Licence applied for can now be issued.

Would you please acknowledge safe receipt of the enclosed Certificate of Fitness, and return same to us, in due course.

Yours faithfully,

MANAGER

Enc:

EXHIBITS

D.18

(b) Receipt - The President, Town Council Johore Bahru to Ling Nam Rubber Works.

D. 18

(b) Receipt - The President, Town Council Johore Bahru to Ling Nam Rubber Works.

Ptg. 358/32 ORIGINAL J. No. 17239

(Fin. 38A) 951/56

P.B. 200/56

TOWN COUNCIL
JOHORE BAHRU

17.11.1956

RECEIVED from Ling Nam Rubber Works of 4½ m.s. Jalan Scudai

Dollars - Five Only ($5/-)
and cents -

being fee for testing (5) F.E.

Sgd. Sgd.

Clerk f PRESIDENT, TOWN COUNCIL
JOHORE BAHRU.

D.18A

Letter - President, Town Council Johore Bahru to Ling Nam Rubber Works 3rd Oct. 1956.

D. 18A

LETTER - PRESIDENT, TOWN COUNCIL JOHORE BAHRU TO LING NAM RUBBER WORKS

MEMOGRAPH From: The President,
Town Council,
Johore Bahru.

File Reference
(11)TCJB(L)O/S.39/56 3.10.56.

To: The Ling Nam Rubber Works,
4¼ m.s. J. Scudai, J.B.

Manufacturing Licence at No.73, J.Scudai

I have to request you to comply with the following requirements for consideration of

EXHIBITS
D.18A

Letter - President, Town Council Johore Bahru to Ling Nam Rubber Works
3rd Oct. 1956
(continued)

the issue of a licence as applied for in your letter of 7.9.56:-

(1) The factory is to occupy the whole of the four houses in the block.

(2) The walls of the premises must be either of brick or zinc.

(3) The compound and drains surrounding the premises are to be kept clean.

(4) A licence from the Collector of Land Revenue, J.B. should be obtained.

(5) The Certificate issued by the Inspector of Machinery should be produced.

2. Please let me know when the above have been complied with so that further requirements will be communicated to you if the factory is ready for operation.

Sgd.

(A. Karim bin Hitam)

PRESIDENT
TOWN COUNCIL, J.B.

IAR/SA.

D.22

D.22
List of Total Purchases.

LIST OF TOTAL PURCHASES

41.00
140.40
39.80
140.40
200.00
4.00
204.26
2,720.00
4.46
45.00
12.50
332.37
580.00
400.00

EXHIBITS

D.22

List of Total Purchases. (continued)

369.00	
8.00	
41.00	
200.00	
770.00	
44.97	
112.00	
105.00	
9,500.00	
7.50	10
245.45	
10.00	
6,213.00	
2,860.00	
$25,350.11.	

D.23

List of Total Sales.

D.23 - LIST OF TOTAL SALES

513.00	
10.00	
759.50	
69.00	20
9.50	
28.90	
97.90	
91.50	
341.20	
59.00	
852.10	
90.00	
5,557.50	
1,533.00	30
31.50	
1,625.50	
64.00	
437.30	
376.80	
2,961.50	
1,630.00	
141.00	
256.50	
190.80	40
239.50	
201.00	
825.20	
1,793.70	
603.30	
279.20	

	49.90
	185.00
	602.20
	251.00
	473.60
	1,008.80
	168.50
	1,046.00
	2,684.00
.0	288.00
	254.80
	16.00
	570.30
	2,288.00
	725.10
	3,000.05
	3,457.00

	₡38,737.15
	==========

D.24 - LIST OF TOTAL STOCKS

:0	123.00
	14,450.00
	+ 166,735.49

	₡ 181,308.49
	==========
	166,735.49
	+ 11,035.92

	₡ 177,771.41
	==========
	177,771.41
	- 16,719.80

	₡ 161,051.61
	==========
0	161,051.61
	6,213.00
	+ 2,860.00

	₡ 170,124.61
	==========

No. 23 of 1968

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

ON APPEAL FROM
THE FEDERAL COURT OF MALAYSIA
HOLDEN AT KUALA LUMPUR

B E T W E E N :

LEONG BEE & CO. (suing as a firm)	Appellants (Plaintiffs)
- and -	
LING NAM RUBBER WORKS (sued as a firm)	Respondents (Defendants)

RECORD OF PROCEEDINGS

PARKER GARRETT & CO.,
St. Michael's Rectory,
Cornhill,
London, E.C.3.
Solicitors for the
Appellants

STEPHENSON HARWOOD & TATHAM,
Saddlers Hall,
Gutter Lane,
Cheapside, London, E.C.2.
Solicitors for the
Respondents