

Clearly, it is no part of the duty of the prosecution to produce witnesses for the defence, and there is no substance in this ground of appeal. Actually, the appellant's solicitor had applied to the Military Police to obtain the attendance of these witnesses, and at the hearing on the 8th July, Sergeant Gudrence of the Military Police attended and gave evidence that Swistowich was sick and unable to attend. The hearing was adjourned for the defence to produce further evidence, and at the adjourned hearing appellant's counsel informed the Court that Swistowich had been advised through the Military Police to attend but had not appeared. It was open to him then to proceed under s. 15 of the Summary Jurisdiction Procedure Ordinance, but no further step was taken with regard to obtaining the attendance of this witness.

The appeal is dismissed.

BECHU *ats.* POLICE.

[Appellate Jurisdiction (Corrie, C.J.) September 9, 1944.]

Supplying liquor to members of armed forces—whether soldier to whom liquor was supplied is an accomplice whose evidence requires corroboration.

Appellant was convicted of an offence contrary to Regulation 68—(1) of the "Defence (Liquor) Regulations 1943¹ which was as follows:—

"68—(1) Any person who gives or supplies any liquor to, or
 "acts as agent for the procurement of any liquor for, any member
 "of any of His Majesty's Naval, Military or Air Forces, or any
 "member of any of the Naval, Military or Air Forces of any allied
 "foreign state, when in uniform except for consumption on the
 "premises where it is given, supplied or purchased, shall be guilty
 "of an offence and shall be liable to imprisonment for any period
 "not exceeding six months, or to a fine, not exceeding one hundred
 "pounds, or to both such imprisonment and fine."

The evidence for the prosecution was that appellant obtained a "lift" from a United States Army truck travelling from Lautoka to Ba and that on the way he arranged to sell a quantity of liquor to the truck driver—one Private Dziadus. The truck accordingly pulled up at appellant's house and appellant brought out a quantity of liquor. He had just placed the liquor in the truck when a party of police came to the scene. Private Dziadus was called as a witness for the prosecution.

HELD.—The soldier to whom liquor is supplied is not an accomplice in the offence of supplying liquor to a member of the forces.

[**EDITORIAL NOTE.**—See *Subhaiya Pillai ats. Police* [1946] 3 Fiji L.R.— for a similar case which was distinguished from the case here decided].

Cases referred to:—

Jenks v. Turpin [1884] 13 Q.B.D., 505; 53 L.J. M.C. 161; 50 L.T. 808; 15 Cox C.C. 486; 25 Dig. 424.

¹ *Rep. Vide Liquor Ordinance, 1946, s. 67.*

APPEAL against conviction.

P. Rice for the appellant.

E. M. Pritchard for the respondent.

CORRIE, C.J.—The only question on this appeal is that of lack of corroboration of the evidence of the witness Dziadus. He, however, was not assisting the appellant in conducting the business of the supply of liquor to members of the armed forces, and hence he appears to come within the rule in *Jenks v. Turpin* [1884] 13 Q.B.D., at p. 534: and thus would not require corroboration.

Apart from that, moreover, there was evidence as to the position in which the bottles were found upon which the court could rely as corroborating Dziadus.

Appeal dismissed.

C. M. PATEL v. KARPAN.

[Civil Jurisdiction (Corrie, C.J.) February 24, 1945.]

Moneylenders Ordinance, 1938,—s. 20¹—production of statement of account when suing for money lent—particulars set out in statement of claim—whether requirements of section fulfilled.

C. M. Patel, a registered moneylender sued to recover the amount due under two promissory notes. He did not produce any statement of account other than the statement of claim which set out in detail the amounts owing as principal and interest under each promissory note.

HELD.—The inclusion of a statement in written pleadings is sufficient compliance with the Moneylenders Ordinance, 1938, s. 20¹.

ACTION for money due under two promissory notes. The facts appear from the judgment.

S. B. Patel for the plaintiff.

K. A. Stuart for the defendant.

CORRIE, C.J.—The plaintiff is claiming the sum of £56 6s. 10d. in respect of principal and interest due under two promissory notes made by the defendant, dated, respectively, 22nd August 1940 and 17th February 1941. The note dated 22nd August 1940 was drawn in favour of one Venkat Reddy and matured on the 31st December 1940: It was indorsed over to the plaintiff on the 1st December 1941.

The defendant has set up the defence that the plaintiff has failed to produce a statement of his account as required by s. 20 (1) of the Moneylenders Ordinance. The plaintiff's reply is that the statement of claim is itself a sufficient statement of account to comply with the terms of the section, and that the word "produce" in the section does not mean that the statement must be produced in evidence if it is already before the Court in the form of a pleading.

¹ *Now Cap. 185 s. 21.*