

THE DAILY NEWS.

PRINCE RUPERT - BRITISH COLUMBIA

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H. F. PULLEN - - - Managing-Editor

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DAILY EDITION

Monday, May 11, 1931.

LETTER BOX

RADIO BROADCAST

Editor, Daily News:—

I have read with great interest the report in your paper dealing with the meeting of the Prince Rupert Radio Association and a question has arisen in my mind that I would like answered.

We read every so often in your paper and others of the progressiveness of our city and its citizens and yet when one of our young citizens steps out with the idea of starting a local broadcasting station the Radio Association puts its foot down and restricts him to daylight hours.

A second question arises. Are we true Canadians or not. A gentleman got up at the above mentioned meeting and asked if the proposed station would interfere with KOMO Seattle or any other U.S.A. station near the proposed channel. Mr. Batt was very conservative in his answer and said: "He would not say." Any one who knows a little about radio knows the effect of crystal control in keeping a station on its assigned wave band and the cutting out of one Yankee station ten kilocycles away from the local station would not matter as the local enthusiasts who would sooner listen to Uncle Sam would have lots more to listen to.

Aside from interference. Have we not here in Prince Rupert talent that is miles away ahead of some of the stuff we hear from the majority of the Pacific Coast stations? At least we have as good a collection of gramophone records and it would cut some of the power used and be a lot easier on tubes and speakers and still we could listen to the same hokey as we hear from station BUNK at Centreville OHO.

Let's get busy and put all the words that have been said about progress into actions and support this local project and give our musical clubs, Boys Band, etc. a chance to show the Northwest the town of Prince Rupert isn't a logging camp at the back of beyond.

OVERSEAS.

**When ~
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FRED WIGGINS IS ACQUITTED BY JURY ON CHARGE OF TRYING TO BURN DOWN STORE AT SOUTHBANK.

(continued from page 1)

from. It had lain for some time over some boxes under the telephone. On the night of January 13, accused heard from Bruce Little that the police were looking for an old quilt in connection with their investigation of the fire and that, if Wiggins had one, he had better get rid of it. Tom Nolan came and asked if he could borrow some bedding. Accused pointed to the old quilt, saying that it was all he had. Nolan took it away.

Officers on Scene

On January 16, police officers came to the store and searched it. They took the sweater and brace and bit and asked for the quilt. Fearing that some one was trying to work a game on him, accused denied having had a quilt or knowing anything about one.

Accused then described the clothing he was wearing, stating that a black sweater and blue jumper had been his costume all winter. He gave details as to buildings which he used in connection with his store.

Accused admitted that a brace and bit produced in court was his. He had had it ever since he came to the country in 1919. He used it to bore bungs out of cider kegs. He had once loaned it out and it had come back very dull so he had to sharpen it up. It would have been quite easy for anyone to come into his store and take away the brace and bit while he was out, also returning it surreptitiously. There were several other persons in Southbank who wore sweaters like accused's old grey one.

In conclusion, Wiggins specifically denied knowing anything whatever about the fire.

Under cross-examination, Wiggins said he might make a monthly profit of about \$75, roughly \$14 from the post office, which he kept, about \$10 from his gas station and about \$50 from the store. There might be people in Southbank who would "frame" evidence against him, accused declared. As for Bruce Little, "he is a friend to my face and an enemy to my back," accused declared. While he was by no means a rich man, accused asserted that he was not hard up. He had once inquired about purchasing the building he occupied but had never made a definite offer. The rent was \$5 a month. Accused would not say that he would be better off if Brunell's store had not been there.

Alvin Bratten, Uncha Lake logger, told how he had borrowed the grey blanket from Hugo Melander, a neighbor at Uncha, to use it as a horse blanket. He told Melander he would leave the blanket at Wiggins' store after he was finished with it. This he did, leaving it one day when Wiggins was on the other side of the partition and did not see.

No Smell

Under cross-examination, Bratten was unable to find horse hairs or smell the odor of horses on the blanket which he identified as being the one he had left at Wiggins' store for Melander.

Constable Tait was recalled for the purpose of settling a point in conversation when he had searched Wiggins' store for the quilt. Wiggins said that he never had had such a quilt.

Mr. Williams, defence counsel, in addressing the jury, pointed out that arson was never committed without motive and no motive had been shown in connection with this

Were there not others who would have benefitted from a fire in Brunell's store. Defence counsel contended that all actions of the accused had been consistent with innocence. It was not reasonable to think that, had Wiggins set the fire, he would have left a trail of evidence leading to his door. There was no definite evidence that the shavings in accused's brace and bit had come from the wall of Brunell's store, that the piece of yarn was from accused's sweater or that the cotton batting

had come from his quilt. He submitted that the crown had not proved its case beyond a reasonable doubt. Such evidence as there was was entirely circumstantial and he felt justified in asking the jury to acquit Wiggins. A. M. Johnson K.C., crown counsel, admitted that the evidence was largely circumstantial. He asked the jury, however, to consider the silent witnesses in the piece of yarn found near the auger hole, the nature of the cotton batting and the

shavings. He submitted that the circumstances were consistent with accused's guilt. As for the the evidence of Bretton, Mr. Johnson suggested that it was most improbable and, possibly, a "fairy story." All the evidence pointed in the direction of the accused's guilt. Was not his action in denying the quilt an evidence of guilt? Mr. Justice W. A. Macdonald reviewed the charge and dealt at some length with the question of reasonable doubt. In circumstantial evi-

dence, it was necessary to have a strong chain with each link pointing in the direction of accused before there could be a conviction. His Lordship discussed the evidence very briefly and declared that it was for the jury to form its own conclusions. The jury retired at 9:41 p.m. His Lordship this morning ordered his brace and bit returned to Wiggins. The old sweater and quilt will be destroyed.

AN OPPORTUNITY TO HOLDERS OF EARLY MATURING CANADIAN GOVERNMENT BONDS TO EXTEND THE TERM OF THEIR INVESTMENT IN THE PREMIER SECURITY IN CANADA



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Applications will not be valid on forms other than those printed by the King's Printer.

The subscription lists to the foregoing will open on 11 May, 1931, and will close on or before 23rd May, 1931, at the discretion of the minister of finance.

DEPARTMENT OF FINANCE,
OTTAWA, 11th MAY, 1931.

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