

RULE 7 NOTICE OF MANDATORY APPEAL

13. LIST SPECIFIC QUESTIONS TO BE RAISED ON APPEAL, EXPRESSED IN TERMS AND CIRCUMSTANCES OF THE CASE, BUT WITHOUT UNNECESSARY DETAIL. STATE EACH QUESTION IN A SEPARATELY NUMBERED PARAGRAPH. SEE SUPREME COURT RULE 16(3)(b).

1 Did the trial court violate Defendant's Article 15 and 14th Amendment rights by refusing to permit him to present evidence in his defense (clear copy of tape recording that showed witness did NOT ask him to turn off tape recorder and pictures of public street where conversation was taped, where Defendant was charged with violating RSA 570-A?)

2 Did trial court violate Defendant's Article 15 and 14th Amendment rights by refusing to give jury instruction on "reasonable expectation of privacy?"

3. Did trial Court violate Defendant's Article 15 and 14th Amendment rights by refusing to inform the jury of the competing Breach of Peace Statute - 644:9? That statute clearly shows the Defendant's conduct, in taping an agent for the State, is perfectly legal, because he was on a public street. The agent for the State was putting a hit contract out on the Defendant , a capital crime, for sounding the alarm on a pattern of business practices adversely affecting the public health and safety. A specific request was made by the jury for a copy of those statutes. The trial court denied them.

4. Did the trial court violate Defendant's right by permitting the case to go to trial in the first instance where "oral communication" in RSA 570-A is defined as "any oral communication uttered by a person exhibiting an expectation that such communication is not subject to interception under circumstances justifying such expectation" where the original indictment cited no circumstances to show that the alleged victim was recorded under circumstances justifying any reasonable expectation of privacy" where the tape recording was (a) on a public street, and (b) was a tape recording that conveyed a threat to the life of the Defendant by a NH police officer, communicated to him by and through the only witness?

5. Did the trial court violate Defendant's right to a change venue where the motion was timely filed in August of 2008, and where the Defendant was required to ask for a motion hearing in November, the week before the trial?

14. CERTIFICATIONS

I hereby certify that every issue specifically raised has been presented to the court below and has been properly preserved for appellate review by a contemporaneous objection or, where appropriate, by a properly filed pleading.

Gerard Beloin

Appealing Party or Counsel

I hereby certify that on or before the date below, copies of this notice of appeal were served on all parties to the case and were filed with the clerk of the court from which the appeal is taken in accordance with Rule 26(2).

Gerard Beloin

Appealing Party or Counsel

12-18-2008
Date

THE STATE OF NEW HAMPSHIRE

SUPREME COURT

In Case No. 2008-0925, State of New Hampshire v. Gerard Beloin, the clerk of court on January 14, 2009, issued the following order:

Case is accepted. On or before January 28, 2009, defendant shall pay the deposit for preparing the transcript in the amount of \$175.00, or the appeal will be dismissed. Refer to Rule 15. The deposit should be sent to:

Dinowitz & Bove c/o Rand Transcript Service, Inc.
80 Broad St., Fifth Floor
New York, NY 10004

Checks or money orders should be made payable to Dinowitz & Bove. To arrange for payment by credit card, contact Rand Transcript Service, Inc. (Rand) at (212) 504-2919.

Upon receipt of the deposit, Rand shall prepare the transcript as outlined on the transcript order form. In addition to providing the transcript on CD, Rand shall additionally prepare a paper copy of the transcript for the Attorney General. If Rand does not timely receive the required deposit, Rand shall so notify the clerk of the superior court and the clerk of the supreme court.

A copy of the transcript order form is being forwarded to Rand with this order.

NOTE: The deposit listed above is an estimate of the transcript cost. If the deposit is insufficient to cover the full cost of the transcript, you will be required to pay an additional deposit. Any amount paid as a deposit in excess of the final cost will be refunded. The transcript will not be released to the parties until the final cost of the transcript is paid in full. **The transcript will be provided to the parties electronically through a PDF file on CD. Any party wishing to order copies in another form, such as paper, should contact Rand directly.**

This order is entered pursuant to Rule 21(8).

**Eileen Fox,
Clerk**