

into Halifax by H. M. sloop Martin, the said ship together with her cargo were
by the sentence of the Court of Vice-Admiralty of Nova-Scotia condemned to
salvage.

They therefore, the above bounden John Mure and Robert Morrogh, acting
for and in the name of the consignees of the cargo in the said ship laden, do
hereby severally and respectively covenant, promise and agree to contribute their
share and proportion of said salvage according to the decree of the said Court.
Now the condition of the above written obligation is such, that if the above
bounden persons shall and will, acting as aforesaid, well and truly pay the amount
of contribution or general average, as is herein-before set forth, and under any
agreement or arrangement made at Halifax relative to the payment thereof, then
this obligation to be null and void, otherwise to be and remain in full force and
virtue. Thus done and passed in the City of Quebec aforesaid, the day, month
and year above written, in the office of Archibald Campbell, one of the undersig-
ed Notaries.

In witness whereof the said John Mure and the said Robert Morrogh have
hereunto set their hands in the presence of us the said Notaries, who have also
hereunto set our names in Faith and Testimony of the promises. Signed
the original, John Mure, Robert Morrogh, B. Faribault, Notary Public, Archibald
Campbell, Notary Public, as appears by the same, remaining of Record in my
Office.

(Signed)

(L. S.)

ARCHIBALD CAMPBELL,

Notary Public.

The declaration in the Court of King's Bench, for the district of Quebec, dated 13th
October, 1815, states that theretofore, viz. 3d. August, 1814, the defendants, John Mure
and Robert Morrogh, by a certain obligation made and passed before Campbell and Faribault,
Notaries Public, became jointly and severally held and firmly bound in the sum of £4000
currency, to be paid to the said Plaintiff or his certain Attorney, &c. for which payment to
be well and truly made, they the said John Mure and Robert Morrogh bound themselves
jointly and severally, their heirs, executors, administrators, and assigns for and in the
whole by the said obligation or writing obligatory, yet the said John Mure and Robert
Morrogh (*licet supinis requisiti, &c.*) had not paid the same, &c.

The second count is to the same effect as the first, only stating the payments to be made
by the Defendants, "when thereunto afterwards requested."

The third count sets forth the condition, and avers that after the making of the said bond,
a certain arrangement was made at Halifax, relative to the said general average or contribu-
tion and the payment thereof: by which said arrangement it was settled and arranged that
a large sum of Money, viz. £1929, 7s. 2d. currency, had become and was become due and
payable for and in respect of the share and proportion of such general average or contribu-
tion, in the said condition mentioned; and then goes on to aver the non-payment of such
sum, in conformity thereto.

The fourth count also states the condition, and avers that the Defendants had not paid
the amount of the contribution or general average, as therein-before set forth, as stipulated
in the condition.

The fifth count is analogous to the fourth, except that instead of averring that the Defen-
dants had not paid the general average or contribution, as set forth in the Bond; it is aver-
red that they had not paid any general average or contribution whatsoever.

The above declaration was afterwards amended, by leave of the Court, by adding two
counts: one for money paid, laid out and expended, generally by the Plaintiff for the Defen-
dants, and the other for certain contributions and general averages before that time pay-
ing from the Defendants to the Plaintiff.

To the above declaration the Defendants pleaded a *defense au fonds en droit*, a perpetual
exception *peremptoire en droit*, and a *defense au fonds en fait*.

The perpetual exception *peremptoire en droit* stated,

1stly. That the Bond was executed by the Defendants for and in the name of Messrs.
Forsyth, Richardson & Co. of Montreal, who were the consignees of the cargo, and that the
Defendants were not in any manner personally liable for the amount of the general average or
contribution, but that the recourse for the same (if there was any) was against Messrs. For-
syth, Richardson & Co. and not against the Defendants.

2ndly. That there was no good or valid consideration given by the Plaintiff to the Defen-
dants for the said Bond.

3rdly. That the Plaintiff was not present before the Notaries at the time when the Bond
was made.

4thly. That the agreement or arrangement mentioned in the condition did not take place,
the appraisers not having been duly and legally appointed under the sanction of the Court of
Vice-Admiralty at Halifax.

5thly. That if any such agreement or arrangement was made, it was made without the
participation or consent of the Defendants.

6thly. That the pretended agreement or arrangement was illegal and unjust, the cargo
being damaged and of less value than that at which it was estimated.

7thly. That such agreement or arrangement was not confirmed or sanctioned by the
Court of Vice-Admiralty at Halifax.

And 8thly. That the agreement or arrangement was fraudulent on the part of the Plain-
tiff, he knowing that the cargo had been damaged and over estimated.