





Mandarins are said to be favorable to his proposition, but the Edicts from the Emperor are most positive to cut off all communication with the English.

P. S.—The Agnes has this moment arrived from China, the 7th ult.; we give the annexed extracts from two letters which confirm the want of confidence in Captain Elliot's arrangements for carrying on a trade.

Our last advices from Canton are to the 4th, when some Chop boats are said actually to have come along side ships at Whampoa to discharge goods the Hong Merchants however show no disposition whatever to purchase mandarins; in fact most of the teas that are likely to be shipped were bought or contracted for some time since, and what is left to establish that an active trade was being carried on, people having every little faith in the continuation of the present state of things.

Atlanta steamer came down from Canton this morning having left on the 5th several vessels were discharging into Chop boats at Whampoa and it was fully expected that matters would go on quietly. No tea had arrived down at Whampoa.

PINANG.

SUGAR CULTIVATION IN PROVINCE WELLESLEY.—We are happy to announce, that considerable additions towards the cultivation of this important staple in the rich and fertile district of Bukit Tamboon, in Province Wellesley, have been commenced upon by an enterprising French gentleman alluded to in the above article—Monsieur DONNADIEU—who has already arranged for clearing a very large tract of land and intends to extend it ultimately to 5,000 or long 7,000 acres.

Military Arrivals and Departures.

Table with columns: Name, Rank, From, To, Date.

Shipping in the Harbour.

Table with columns: Name, From, To, Date, Agents.

H. M.'s Sloop of War Larne. Country Vessels.—Receiving Ship Hastings; Steamers Medusa, Hugh Lindsay, Zenobia, Auckland, Ariadne, India, and Sceptoria; Brigas Taygete, Elvira and Palmarosa, Schooner Royal Tiger; Surveying Vessels, Carina and Maldiva; Cutter Narbooda.

Vessels Expected.

Table with columns: Name, From, To, Date, Agents.

Shipping Arrivals and Departures.

ARRIVAL. June 21—H. M. Ship Endymion, Captain the Hon. F. W. Grey, from Aden. Passengers—Mrs. Tremear and 2 Children, Mr. Tremear, and Mr. Renwick, I. N.



MARINE DEPARTMENT.

Notice is hereby given, that it is the intention of the Hon'ble the Governor in Council to despatch a Steam Frigate, with a Mail for Suez, on Monday the 10th July next.



CORRESPONDENCE.

TO THE EDITOR OF THE BOMBAY GAZETTE. Sir,—By some one of your numerous readers furnishing me with the following information, I shall feel particularly obliged.

Would an individual not in the employ of Government, but holding a situation in a Mercantile House be permitted to subscribe to the "Widow and Orphan's Fund" now about to be established and thus secure to his family a pension after his demise?

Your obediently, (Signed) FRANCIS SHUTE FORD, Master late Barque Memnon.

TO THE EDITOR OF THE U. S. GAZETTE. Sir,—Finding that you have inserted in your paper of the 5th instant a gross misrepresentation regarding the loss of the "Memnon" I feel called on to declare publicly that it is utterly false; your having said that the loss was occasioned by any neglect on my part, or from the fault of any of the crew, or in fact as you "facetiously term it" a lubberly affair.

Now Mr. Editor I take my leave of you, and as you have thought proper to bring me before the public, I request you will insert this letter in your next.

Yours obediently, (Signed) F. S. FORD, Master late Barque "Memnon," Bombay, 21st June 1841.

TO CORRESPONDENTS. PRICKLY FEAR has been received. We intend shortly to prick the sides of those who oppress their subordinates.

Standing Notice. OUR contemporary the United Service Gazette has acknowledged to have carried on a system of espionage in correspondence directed to the BOMBAY GAZETTE.

Nothing extenuate, nor set down aught in Malice.



THE GAZETTE.

Friday, June 25, 1841.

ARRIVED, June 24, H. M. Ship Endymion, Captain the Hon. F. W. Grey, from Aden. Passengers—Mrs. Tremear and 2 Children, Mr. Tremear, and Mr. Renwick, I. N.

THE Calcutta Dawk becomes more tardy as the monsoon advances. We received no papers or correspondence yesterday, and our latest Calcutta files do not reach beyond the 12th.

From Madras papers to the 16th we learn that the somewhat erratic course of the Jupiter has at last been determined. She left Singapore for Madras and will proceed to Cannanore.

We intend issuing a Supplement this afternoon, containing an authentic and elaborate report of the case in the Insolvent Court, in the matter of Re Thomas Jeffries, an insolvent.

From the Bengal Hurkaru of the 12th instant, we learn that letters had been received from Ferozepoor dated 31st May. Which state that the Dawk of the 29th from thence to the provinces had been attacked and robbed at Zeerub a place between Ferozepoor and Loodhianah.

No traces had been discovered either of the Vandals or of the Letters, whose foes they were; but an important result has occurred from this mischance, for on that day and by that dak were despatched the proceedings of the Court-Martial on Captain Mellish. The original of those proceedings was sealed, and cannot, (so the orders on this subject will be) be re-opened for the purpose of a transcript being taken from them, till permission to this effect shall have been obtained from the Commander in Chief.

Our anxiety about the affairs of China is somewhat relieved by intelligence received from China up to the 24th April, which brings news from that quarter to 61 days. We are indebted to the Singapore Free Press of the 14th May, brought by the Vansittart which arrived at Madras.

Our anxiety about the affairs of China is somewhat relieved by intelligence received from China up to the 24th April, which brings news from that quarter to 61 days. We are indebted to the Singapore Free Press of the 14th May, brought by the Vansittart which arrived at Madras.

Read Shakespeare and digest it for your future guidance. I will quote the particular part to which I wish to direct your special attention.

Now Mr. Editor I take my leave of you, and as you have thought proper to bring me before the public, I request you will insert this letter in your next.

Yours obediently, (Signed) F. S. FORD, Master late Barque "Memnon," Bombay, 21st June 1841.

Nothing extenuate, nor set down aught in Malice.

ARRIVED, June 24, H. M. Ship Endymion, Captain the Hon. F. W. Grey, from Aden. Passengers—Mrs. Tremear and 2 Children, Mr. Tremear, and Mr. Renwick, I. N.

marine duties and provisions: but the forcing of the trade with the Chinese merchants, in defiance of the Imperial edicts, giving them money and offering our goods for theirs, assuring them of safety under the mouth of our guns; if they will but bring that refined luxury for sale—tea—completely gives the lie to the utility and design of a blockade.

At the rate China affairs have been settling during the past three years we may look for the time of final adjustment to be coincident with the settlement of the boundary question with the United States.

Our anxiety about the affairs of China is somewhat relieved by intelligence received from China up to the 24th April, which brings news from that quarter to 61 days.

Our anxiety about the affairs of China is somewhat relieved by intelligence received from China up to the 24th April, which brings news from that quarter to 61 days.

Our anxiety about the affairs of China is somewhat relieved by intelligence received from China up to the 24th April, which brings news from that quarter to 61 days.

Our anxiety about the affairs of China is somewhat relieved by intelligence received from China up to the 24th April, which brings news from that quarter to 61 days.

Our anxiety about the affairs of China is somewhat relieved by intelligence received from China up to the 24th April, which brings news from that quarter to 61 days.

Our anxiety about the affairs of China is somewhat relieved by intelligence received from China up to the 24th April, which brings news from that quarter to 61 days.

alive to the love of glory will become worn out by every endeavour on their part being frustrated by their superiors, and at last they will break out into open rebellion against his authority and curb their bold and valiant hearts no longer.

Poor Keshen has met with an ill fate at the hands of his imperial master. Charged with bribery and by hire suppressing the efforts of the Chinese troops so that they would not fight, his disgrace has been completed by being cut asunder at the waist and all his relations, friends, and attendants decapitated.

British forbearance and magnanimity are lost upon such a hard hearted monarch as the present occupier of the throne of China. Had an officer in his Celestial Majesty's service unfortunately been made a prisoner, he would have been treated with every mark of respect his rank entitled him to; but when our countrymen once get within the Emperor's power they are unceremoniously put to death by the most violent means.

CONTEMPORARY SELECTION.

Times, June 23. We have a letter dated 12th June from a respected correspondent at Rajkote in Kattywar, which would lead us to suppose, as will be perceived from the subjoined extracts, that the 4th Bengal Cavalry was the Regiment concerned.

"report came yesterday that the 4th Bengal Cavalry have been misbehaving to the Northward, and that on their disgraceful retreating from before the Enemy the 41st Queen's fired on them, and killed 30 or 40. I believe this report is correct, but I cannot trace where it occurred.

CIVIL APPOINTMENTS, &c.

TERRITORIAL DEPARTMENT. REVENUE.

Bombay Castle, 18th June 1841. Lieutenant T. C. Walls, of the 15th native infantry, appointed to succeed W. E. Evans of the 1st European regiment, to act as assistants to the superintendent of the revenue survey in the Dukhan.

Bombay Castle, 21st June 1841. Mr. A. St. John Richardson, assistant to the principal collector of Surat, is permitted to remain in the district, on deputation, until the rains set in, and that gentleman is also placed in permanent charge of the Jambooscar and Ahmednagar divisions.

Bombay Castle, 23rd June 1841. The unexpired portion of the leave of absence granted on the 26th March, to Mr. A. Campbell, first assistant to the collector of Belgaum, is cancelled, that gentleman having returned to his duties on the 8th instant.

TERRITORIAL DEPARTMENT. FINANCE.

Bombay Castle, 23rd June 1841. Mr. W. C. Bruce, acting accountant general, is permitted to proceed to the Dukhan for two months from the 30th proximo, under section XI of the absence rules.

Bombay Castle, 24th June 1841. Mr. A. C. Travers, civil service, is permitted to reside at Poona until the 10th October next.

JUDICIAL DEPARTMENT.

Bombay Castle, 17th June 1841. Mr. A. Bell, puisne judge of the said court, and another puisne judge, is allowed leave of absence for a period of one month from the 1st proximo, under section XI of the absence regulations, to proceed to the Deccan.

Bombay Castle, 22nd June 1841. Smeenas Rao Hummat Hurrychukar, is appointed to the office of Government pleader in the District of Ahmednagar.

Bombay Castle, 23rd June 1841. J. P. WILLOUGHBY, Esq., to act as Government pleader in the District of Ahmednagar.

Bombay Castle, 23rd June 1841. The Hon'ble the Governor in Council is pleased to notify the general information, that C. Forbes Esq., was examined in the printed regulations on the 14th instant, and was found competent to enter on the transaction of public business.

Lieutenant H. E. Siddons, 3rd regiment light cavalry, is appointed to act as post master at Shalpoor, during the absence of Lieutenant Gabb, on field service.

By order of the Hon'ble the Governor in Council, W. R. MORRIS, Secy. to Govt.

GENERAL DEPARTMENT.

COMPARATIVE VALUE OF LIFE. A letter from Akshehr, states that a Turkish soldier having killed an Armenian, in a quarrel, was prosecuted by the family of the victim, before the Shoura or city Council, by which he was absolved under the plea "that a Mussulman must kill two Rayas before he can be convicted." An affray took place at Smyrna on the evening of the 7th, between some Greek and English seamen. One of the latter having been stabbed with a knife, the police interfered, arrested several of the rioters, and closed the coffee-house in which the dispute arose.



# Supplement to the Bombay Gazette.

To Non-Subscribers half a Rupee.

BOMBAY: SATURDAY, JUNE 26, 1841.

We regret that circumstances over which we have had no controul prevented our publishing earlier the case which excited so much interest in the Insolvency Court on Monday last; the regret we experience has been greatly increased by the anxiety and numerous applications of our Subscribers and others to obtain the particulars of this case.

## INSOLVENT COURT.

In the matter of Re Jeffries an Insolvent lately trading in Bombay under the firm and style of Thomas Jeffries and Co.

**COUNSEL.**  
For the opposing creditor. Mr. Howard.  
Mr. Montrieux.  
For Insolvent. Mr. Campbell.  
Solicitor Mr. Leach.

Mr. HOWARD opened the case by a few brief remarks which we are obliged to report at second hand from not being in Court at the time of their delivery. The drafts he observed had been obtained fraudulently and by false representations in March last when the Insolvent wished to change his Brokers. He had asserted that he had a large quantity of goods in his godowns; that he owed his former Brokers only about 20,000 Rs. and required Ardaseer Byramjee, who was about to become his Broker, to advance so much as would liquidate this debt; and in the course of business also advance two-thirds of the amount of consignments that might then be in the godowns. Mr. Howard's client Ardaseer had been deceived. Mr. Jeffries had exhibited falsities to Ardaseer which had induced him (as he otherwise never would have done) to become his Broker.

Witnesses will be called who will prove that no hesitations arose with the Insolvent relative to these arrangements. He states that his circumstances were fully laid open to Ardaseer Byramjee, which is a gross falsehood. Ardaseer was suddenly called upon to put his name to these drafts which were immediately handed over to the former Brokers. When the godowns were opened they were found to contain only about 8000 Rs. worth of goods. It is impossible as the Insolvent asserts that his mercantile credit was destroyed by a Handbill—He must sooner or later have come to this Court, under such embarrassments. Mr. Jeffries was now placed in the box and subjected to a very rigid examination, which we give in a condensed form, but we trust accurately. It appears from the Insolvent's own showing that he had been in a state of insolvency from the date of his commencing business and was every year getting deeper in debt. In addition to the large deficit in the Schedule, it is to be borne in mind that the Insolvent has received considerable sums for freight and commission, and the admitted deficit is not even accounted for, although there is no doubt that it should be. Wherefore it should be urged upon the Court that this is a case requiring the Insolvent to file a balance sheet which is immediately required in England both in Bankruptcy and Insolvency. The detaining creditor is a servant of the Insolvent's and the arrest is friendly, made at the Insolvent's own request, for the express purpose of obtaining the discharge of his debts. The opposing creditor has not got an absolute debt, but every person is competent to oppose if there is any liability to him from which the Insolvent will be discharged by the adjudication of this Court. This is the only test of right to oppose. Now there is a clear liability as the Creditor at law is bound to pay the bills, or at least is liable to be called upon to pay them, and the Insolvent is liable to make good that demand.

Mr. THOMAS JEFFRIES—I commenced trading in 1833 and borrowed my capital. I may have had 40 Rupees and odd in my house when I failed, besides goods to a small amount, namely 35 Barrels of gun flints and Barrels and 12 Hygrometers. The latter cost 120£. I had no other stock in Trade but the flints and Hygrometers—my first interview with Ardaseer was in February; previous to that time I never knew there was such a man in Bombay. I may have stated before then that I wished to change my old Brokers. I do not believe that I mentioned this to any person in particular. I wished to change my old Brokers before Manackjee came. I thought my old Brokers would not advance me any more money. Previous to the interview with Ardaseer I was not looking out for a new Broker, Ardaseer came in company with Manackjee Jeeebhoy, Damother a Hindu, and Nowrojee Fardoonjee, Parsee; at this time I had goods to the amount of 8 or 10,000 Rupees in my godowns belonging to different persons, which have been since delivered over to Aganoor, Sons and Company. The sugar has been handed over to Forbes and Co. pursuant to instructions. I told Ardaseer I owed my old Brokers 1 Lac or 80,000 Rupees; and I told him this on more occasions than one. I never said 20,000 Rupees. Ardaseer asked what property I possessed; I said outstanding debts and effects to the amount of 60 or 70,000 Rupees. I did not speak of goods in my godown. I did not tell Ardaseer I had goods to the amount of 70,000 Rs. in the godown.

(Agreement with new Broker marked A shown to Insolvent and identified by him.)

I swear that I never told Ardaseer that I had goods to the amount of 70,000 Rupees. I spoke of my outstanding debts; the remarks attached to my Schedule were drawn up by my Solicitor, from my instructions. I have not fully made myself acquainted with the Schedule. I must read it over before I swear to it.

(A discussion here took place as to whether or not a statement in the Schedule to the effect that Insolvent had fully laid open his circumstances to the opposing creditor—had been inserted with his concurrence when it appeared in the Schedule.)

I had losses in paying off my debts when I engaged the new Broker. I relied on my business to discharge my debts. I cannot speak accurately as to my earnings as a commission agent for the last year. I cannot say within 1000 Rupees—must refer to my Books. I have received much more than 500 Rupees as a commission agent. I think more than 5000 Rupees; and I was more in debt at the end of last year than the beginning. I have been getting into debt every year.

By Mr. HOWARD.—My prospects were improving when I failed. I would not have negotiated with Ardaseer if I did not think I could pay his debt.

I made no promise to pay the drafts when they became due. I told him I hoped to pay of a part before the bills became due. I never told Ardaseer I was in insolvent circumstances. I told him that I required a person who had more funds than the old Brokers and I could thereby establish a larger business. I told Ardaseer that my brokers refused to advance further funds. I was embarrassed by the reluctance of my old Brokers, to advance me further funds. I told Ardaseer that my old Brokers' chief property was in houses and lands; my old Broker Manackjee Dababhy was present when the Bills were signed. I never told Ardaseer I had cloths in the godown and was not known to persons by name Jairam Toosidass, nor Luckmidass Dwehand.

(These Persons called in. I do not know Visra Natha, I know Luckmidass Gviud and Jairam Toosidass.)

When the agreement was signed some of these persons were present; the history of the cloths is as follows. Captain Gerard brought a cargo of cloths consigned to Jehangheer Nasserwanjee Wadia; cloths were so low in the market that he left them here on receiving an advance on them, and when Captain Gerard arrived again Jehangheer offered him so much a maul for the cloths. He came to me to try to get more. I could not get more and he sold the cloths through Jehangheer. I swear that I never told Ardaseer there were cloths in my godown. I swear that I never told Ardaseer that the purchase money of these cloths were to pay the Bills. If Ardaseer had sold the cloths, he must have made a further advance. I had a sample of the cloths in my office. I told Ardaseer he would be paid from the Profits of the agency business. I believe I made such statements to Ardaseer when he accepted the drafts, as are mentioned in my Schedule.

Re-examined by Mr. CAMPBELL.

On the morning the agreement was signed I told Ardaseer that if he had any doubts as to my funds or capabilities he might withdraw. This was said in the presence of Mr. Menesse the evening before the agreement was signed. Manackjee Jeeebhoy came to me and said Ardaseer says to-morrow is a lucky day and he wants to sign the agreement. I sent him back to tell Ardaseer that unless he was prepared to accept 2 drafts for 25,000 Rupees each I could have nothing to do with him. Manackjee Jeeebhoy came back and said Ardaseer was perfectly willing to do so, and asked when he should come to sign the agreement. I appointed next day. Ardaseer came at about half past 8 o'clock, there were present Damother, Nowrojee Fardoonjee, and Menesse. Ardaseer expressed himself fully satisfied, and signed the agreement. I saw Ardaseer repeatedly for 2 months before the agreement was signed. Three weeks before the agreement was signed, Ardaseer with others came to my house with the agreement copied, which contained a clause different to the draft. I tore up the agreement and told Ardaseer not to come again to my house—Then afterwards Manackjee Jeeebhoy came and asked me why I had torn up the agreement, and asked leave for Ardaseer to come again—I said that if Ardaseer would abide by the terms already prepared I had no objection to see him. Ardaseer afterwards came and agreed to the terms. I had constant interviews with Ardaseer for 2 months previous to the agreement being signed. The chief subject of discussion was what I owed my old brokers—only as regards my Brokers. I put him fully in possession of my affairs, my house has latterly become more known and therefore my business would be more extended; My business has been increasing during the last 2 or 3 years. If I had continued, I have no doubt of my business increasing, relied upon that an recovery of out-standing debts to pay off Ardaseer.

Atmaram Ballajee's debts..... 123,000 Rs.  
Principal..... 60,000

The remainder is compound Interest, Premium and Life Insurance, &c. &c. I had 4 ships consigned

to me when Ardaseer came to me. The vessels to themselves were consigned to me and others were expected.

By the Court.—Before the first agreement was drawn up I must have told Ardaseer of his being required to accept drafts in favour of the old Brokers. I told him that the drafts would be partly discharged by consignments. I never fixed the exact amount—bazar news and my own business were talked of at our repeated interviews. Before he accepted the bills I told Ardaseer that I might be able to pay a part of them—several ships have arrived since I have been in Jail.

Nowrojee Fardoonjee—I am Assistant Professor to the Elphinstone College. Insolvent said he had 75,000 Rs. goods in his godown, besides cloths. I was present when the agreement was signed. I am a subscribing witness to it. Ardaseer wanted a clause inserted in the agreement as to the goods being placed under his charge. Jeffries struck out the clause—it was not in the agreement prepared by Insolvent. The agreement was torn up by Insolvent. Next day Damother and I and Ardaseer went to Insolvent's house. Insolvent expressed his sorrow for what he had done—much conversation took place. Insolvent persuaded Ardaseer to become his Broker and held out great hopes to him—after he had interpreted the agreement and after it had been signed Insolvent showed a draft for 25,000 Rs. which Ardaseer accepted. This had been previously prepared. Insolvent produced another draft for the same amount—Ardaseer objected to sign it. Ardaseer a few days afterwards threatened to circulate the handbills if the bills were not delivered back. Insolvent promised to return the drafts and agreement next day.

Cross examined by Mr. Campbell.—None of Mr. Jeffries' people were present on any occasion that I was there. I swear that Mr. Menasse was there. I saw him 2 or 3 times. I saw him twice. Rastomjee, Jeffries' godown keeper was also present on one occasion. I don't know when Ardaseer saw the godowns, 10 or 12 days after signing the agreement Ardaseer charged Jeffries with cheating him. This was said in a small room on the left hand side as you ascend the stairs; a minute or two elapsed between the signing the 2 drafts. No intimation was given to Ardaseer that he would be required to sign these drafts; Ardaseer can write his name in English he does not understand the purport of English I never heard Ardaseer speak English, he never spoke to Jeffries in English; owing to Jeffries' assurance Ardaseer signed the drafts. Ardaseer himself brought the agreement; I don't know in whose hand writing the agreement is; Jeffries said he wished to increase his commercial relations with America, France and other countries and to pay a personal visit to his constituents, when Mr. Jeffries said that his business would be extended by a personal visit to his constituents and he would leave Ardaseer in charge of his firm in Bombay.

By the Court. Ardaseer asked if Insolvent had other debts besides the old Brokers and was assured in the negative. The first interview was in February; the clause in the agreement as to Ardaseer having charge of the goods in the Godowns was discussed once or twice, I was present when the Insolvent to sign the agreement, he was not satisfied with the clause inserted by Ardaseer. Insolvent next day expressed his sorrow at having torn up the agreement and said he was ready to take Ardaseer as his Broker.

Ardaseer knows English, but very common he cannot speak English as well as witness does. Witness reads and writes English.

NASSERWANJEE BYRAMJEE. Knows Mr. Jeffries. He has never been in his employment. He was present when Jeffries' godowns were opened a few days after Ardaseer was there one Rastomjee a godown keeper and Damother with several others were also present.

BIJANJEE MESSOND. He has been in Jeffries' employ as a Porter. He opened the Godowns after the signing of the agreement with Ardaseer. He saw some Sago, about 100 chests of Dyewood and some Rittans. The contents of the Godown might be valued at 7 or 8000 Rs. Mr. Jeffries had also some cloths but they were not at that time in his possession. Witness had been in Jeffries' employment, previous to his taking Ardaseer as a Broker.

ARDASEER BYRAMJEE, the opposing creditor. He is acquainted with Jeffries and first became so in February last. Damother Manackjee and he went to Mr. Jeffries house. Manackjee and Damother told him that there was a firm of Thomas Jeffries and Co. who were in want of a Broker. He signed an agreement with Mr. Jeffries to act as his Broker. He has seen Mr. Jeffries eight or ten times before this signing of the agreement. Witness accepted two Drafts for 25,000 Rs. each, one at four and the other at eight months sight. Jeffries promised to deliver to witness goods to the amount of 75,000 Rs. before witness accepted the drafts. Mr. Jeffries never told him of his debt to the former Brokers.

The Brokers Manackjee and Damother told him that the sum due to these parties was about 20,000 Rs. Mr. Jeffries said that it was a very trifling sum. He said that the value of the cloths

was about 30, or 40,000 Rs., and that he had other articles in his godowns to the amount of 25,000 Rs. He also said that he expected several Ships containing cargoes consigned to him—Witness asked Mr. Jeffries several times what he owed and was informed that he owed nothing except to his old Brokers. When he accepted the Drafts witness did not know that Mr. Jeffries owed two Lakhs and Eighty Thousand Rupees. The drafts were accepted under the impression that Mr. Jeffries had in his Godown 75,000 Rs. worth of Goods. Mr. Jeffries told him that as his Broker he would get a clear profit annually of 15 or 20,000 Rs. He showed him a sample of cloths—He also stated that he had no other debts but that due to the old Brokers. The precise amount was not mentioned. Witness never was informed by any person that he would be required to sign drafts for 50,000 Rs. He had seen Mr. Jeffries the evening before when nothing of the sort was mentioned. Neither Manackjee or Damother had hinted at anything of the kind. Witness depended entirely upon Jeffries when he signed the second draft as he had told him repeatedly that he had Rs. 75,000 worth of goods in the Godown. In consequence of these representations he accepted the drafts. Damother was never employed by him as a Broker. He had only seen him on this occasion.

By the Court. The Brokers were not to have any commission when the agreement was signed. Witness did not know at the signing of the agreement that he would be required to accept Bills to pay the old Brokers. When he accepted the first draft he knew it was to pay Dababhy Cowasjee's Sons. He expected that the debts were not above 15, or 20,000 Rs.

This case for the opposition being closed Mr. Howard contended that the drafts were contracted fraudulently and under false pretences, without any reasonable expectation of being able to pay them. He therefore opposed the Insolvents discharge under the 53rd section, 9th, George 4th. Mr. CAMPBELL replied that it would be difficult to meet the objections as to the reasonable nature of the expectations which the Insolvent might have entertained of paying their debts. It was impossible to know what were the probable expectations entertained in the mind of a merchant, Mr. Jeffries started with nothing. He had many difficulties to contend with. If these were to be taken against him, it would be too severe, as they actually were to his credit. The original creditor Atmaram Ballajee from whom he borrowed the money in the Bazar with which he started was not there to oppose him. He was afterwards supported by eminent Parsee Broker and there is little doubt that if he had continued to do so Mr. Jeffries would still have prospered. Mr. Campbell during the short time that he had been in Bombay had seen three or four houses, fall and if it were not for the Parsee Brokers he felt justified in saying (and he was assured that he would be borne out by many who heard him) all over India, but more particularly in Bombay not a single Mercantile house could support itself. In fact the Parsees were the merchants and those who styled themselves the merchants were only the agents. The opposing Creditor pretends that he does not know that Mr. Jeffries owes to his old broker. The witnesses who have been called prove the contrary. When Mr. Jeffries represented that he might want about 15, or 20,000 Rs. was it to be believed that Ardaseer would have signed drafts for 50,000 Rs. if he had not expected that he was to do so. Mr. Campbell stated that he would call witnesses to prove that Mr. Jeffries had never stated that he had goods in his godown to the amount of Rs. 75,000 also that the opposing creditor was in the habit of speaking English to Mr. Jeffries, and that nothing had ever been said about the cloths before the signing of the agreement. Witnesses would prove that those called for the opposition had endeavoured to make up a cause. Merchants like other men might entertain expectations which never were realized or likely to be so. There is nothing to show that the debt has been fraudulently contracted. Many men go contenting against difficulties in the hope that some lucky hit or speculation may relieve them of their difficulties. This system Mr. Jeffries unfortunately adopted and has found it unsuccessful.

Mr. MENESSE.—I was present on one occasion when an interview took place between Ardaseer and Mr. Jeffries. I was desired by Mr. Jeffries to be present at the Office earlier than usual. I met Mr. Jeffries and Ardaseer Byramjee, an old Parsee by name I believe Manackjee was also present. There were also two agreements on the table and two Bills, all which were signed by Ardaseer Byramjee. Before the parties attested the agreement I was desired by Ardaseer Byramjee to ask Ardaseer whether he understood the agreement or not. I spoke to Ardaseer in English after he had signed the agreement's, Jeffries showed him the two Bills and said that he must sign them, that was all that past. I don't know whether Ardaseer understood the purport of the papers. He looked at them long enough to read them if he knew English. I remained there till the parties left the office. The parties had arrived and were there before I came. This occurred in Mr. Jeffries' house not in his

Office.—Cross Examined. Ardaseer can speak English. If Ardaseer were to state on oath that he could not speak English, I would say that it was false. I myself always spoke to Ardaseer in English. I saw him sign the Bills. I was in the habit of conducting Mr. Jefferies' French correspondence. I was not a daily attendant at his Office. I went there about four or five days in the week. I received a salary from Mr. Jefferies. I am not in his debt. I may be a creditor (The Schedule was here minutely examined by Messrs. Howard and Monriou under the supposition that witness's name was there as a debtor. It turned out however that this related to transactions between the Insolvent and Mr. Camille Menesse a Brother of witness.) The value of Mr. Jefferies' consignments during the past year might have amounted to two or three Lakhs of Rupees. The consignments were not his own property but that of his constituents.

By THE COURT.—I have been employed with Mr. Jefferies nearly four years. When the bills were signed nothing was said about the consignments being given in Mr. Jefferies' godown to Ardaseer as a security.

I don't remember whether the Bills were handed together or one after the other. The conversation which happened between Ardaseer, Jefferies, and Nowrojee I did not notice, as I was occupied reading the agreement. The whole transaction took up about eight or ten minutes. Nowrojee Merwajee was there. I don't recollect whether Nowrojee Furdoonjee interpreted any thing that passed between Ardaseer and Jefferies.

MANACJEE JEJEEBHOY.—I am a Broker, procuring freights for ships. Damother came to my house and said that a respectable Parsee wanted to be employed as a Broker by a good English house. On the third day after I took Damother to Jefferies Damother then told me it was Jefferies—Jefferies said if he was a respectable man he would employ him. I introduced Ardaseer to Mr. Jefferies—I did not know that Mr. Jefferies wanted a Broker till I was told so by Damother—I know of the agreement which was signed by Mr. Jefferies Ardaseer was present when they signed it. Damother showed each agreement to Ardaseer. Mr. Menesse asked him if he knew the contents; he said, he did. I saw Ardaseer sign the agreement and the drafts. I did not hear him say any thing I must have heard Jefferies say that he had 75,000 Rs. worth of goods in his Godowns if he had said so. I do not recollect whether he had seen Ardaseer the evening before. I am too old to recollect that Ardaseer said that he would sign the agreement as that was a lucky day—Ardaseer spoke a few words in English. The rest was explained by Nowrojee Furdoonjee. I understood about ten words out of every hundred that was said.

Cross examined by Mr. Howard.—I am 65 or 70 years of age and have not an accurate recollection of what took place on the occasion. Nothing was said in my presence as to Mr. Jefferies having 75,000 Rs. worth of goods in his godowns Ardaseer asked what goods Mr. Jefferies had—He replied that he could not tell—I did not know Mr. Jefferies' circumstances at that time—I can positively swear to that. I did not know Ardaseer before I was taken to him by Damother. I got nothing from Ardaseer or Jefferies—I told Ardaseer that I was not then acting as a Broker and I did not want any thing.

By THE COURT.—At the time that Ardaseer signed the agreements and drafts, Mr. Jefferies said that he expected consignments that would repay Ardaseer his advance—This was not in answer to any question put by Ardaseer never. I heard Mr. Jefferies say that he had any cloves for sale. Damother is present in Court.

Damother Humraz. I went to Mr. Jefferies the day the agreement was signed, about 7, or 8 in the morning. I and Manackjee went together. I was not to have any thing if Jefferies effected the bargain with Ardaseer to be his new Broker. Nothing was promised to me, but I expected something from Ardaseer. When the agreement was signed, Jefferies had 2 drafts ready prepared for 25,000 Rs. each, which he produced one after the other. Ardaseer seemed indisposed to sign them. He asked upon what security he was to sign them. Upon this Mr. Jefferies said that he had goods in his godowns and also some cloves. Why then should he hesitate to sign the drafts. He farther added my business is very extensive. I have not drawn upon you at sight, but at a long date. Menesse was there. He read the agreements. He was sitting close by. Perhaps Ardaseer was conversing with him. The night before the agreement was signed, I went to Ardaseer's house with Damother. Jefferies told me to tell him that he would be required to accept a draft for 25,000 Rs. He did not actually specify whether the amount was 25, or 50,000 Rs. Mr. Jefferies did not state what amount of goods he had in his Godowns. THE CASE IS NOW CLOSED. MR. CAMPBELL objects to Mr. Howard being heard in reply. MR. HOWARD stated that they began and had a right to reply. MR. CAMPBELL said that he would put in his evidence and then speak upon it afterwards. He had been three years clerk of the Insolvent Court where this practice prevailed. Sir Herbert Compton also concurred in that plan. MR. HOWARD observed that he was ready to leave the case in his Lordship's hands. The Court then adjourned till 10 o'clock the following morning.

TUESDAY 22 ND JUNE.

At the opening of the Court this day, Sir Ers-

kine began to deliver his judgement to the following effect. This is an application by an Insolvent to be discharged under the provisions of the Insolvent act relating to India. The discharge is opposed by Ardaseer Byramjee who appears in the Schedule as a Creditor to the amount of Rs. 50,000. It is contended by the Creditor that drafts for that amount were fraudulently obtained from him and without any reasonable or probable expectation on the part of the Insolvent that he would be able to discharge the same. His Lordship here read the clause of the act regarding debts fraudulently contracted. (The Court he said could not allow this clause to slumber.) It was in the power of harsh creditors to press their debtors this has been put an end to in England by a recent act, and we ought to put a large and liberal construction on this clause. In proportion however as liberality of construction is to be extended to honest debtors, it is incumbent on the Court to take care that it shall not be the means of enabling fraudulent debtors to escape unpunished. By these means a fraudulent creditor might go to Jail for three or four days and come out white-washed. A large door is open under the act to fraudulent debtors. Creditors not coming forward from numerous causes to oppose an Insolvent's discharge, the Court is naturally favorable to the debtor. The principle therefore is twofold in this country, and that to a nation of foreigners the Court should see the act was properly applied. Still more so where the Insolvent is an English merchant opposed on grounds affecting his faith and integrity. When a charge therefore is made against an English merchant it is incumbent upon the Court to scrutinize the case particularly and every part of it. It will be seen that Insolvent's own statement is contradictory in itself in the most material point—he states that he was desirous of discharging his old Brokers because they would not continue their advances. I proceed to enquire whether the debt of Rs. 50,000 has been fraudulently contracted or contracted without reasonable expectation of being paid. The learned Counsel for the Insolvent has admitted that to him it might appear that the Insolvent had no reasonable expectation of being able to pay this debt; but added that merchants with large consignments and large dealings might very naturally think differently of their prospects. His Lordship here entered into a history of the Insolvent's mercantile career which is similar to that given in another portion of the Report. The Insolvent tells us that the last year was a losing year and so was the preceding one. He had incurred large debts to his previous Brokers. It is clear to my mind that about the end of last year, Mr. Jefferies was wishing to charge his Brokers, accordingly two petty brokers came and as he says suggested to him that he should change his Brokers. Mr. Jefferies admits in his examination that he may have mentioned the fact of his desire to change his Brokers. My object is to draw conclusions from the whole case. I cannot therefore help believing that Mr. Jefferies did give out that he was desirous of changing his Brokers; accordingly a Broker was procured and that Broker was persuaded to accept his drafts for Rs. 25,000. Now the question is if at the time of contracting these debts Mr. Jefferies was completely insolvent—He has ever been so.

He has never had a shilling of his own, and when I refer to the means with which he was to pay the same, it appears that these means were null. I am bound to hold that this debt was contracted without any reasonable or probable means of being paid. The only available sum coming to the Insolvent would be 2 or 300 Rs. Then he refers to his outstandings. But when I refer to his Schedule and find debtors to the amount of Rs. 28,000, many of them upwards of six years, I cannot see how they could be relied on. If I were to pause here, I could dispose of the case at once, but another issue has been raised whether this debt has been fraudulently obtained. I would willingly avoid this painful enquiry, but I am bound to make the investigation for the sake of the creditors, and for the character of British merchants and the British name; the charge is that Mr. Jefferies at the time persuaded the Creditor that he had goods to a large amount in his godowns. The witnesses Nowrojee Furdoonjee and Pestonjee Byramjee give evidence confirmatory to that effect. There is also another witness, who says the same—He was called by neither of the parties but by myself. I mean Damother—He stated that his business was flourishing and would soon rival that of Forbes and Co. He intended to increase the number of his constituents by visiting them personally, in which case he would leave Ardaseer in charge of the firm; he also stated that he had about 75,000 Rupees worth of goods in his Godown of which there were 30, or 40,000 Rupees worth of cloves and these were to be given over to Ardaseer as a security. There could be no doubt as to the fact of his having stated that he only owed his old Brokers a small amount and had no other debts—The Insolvent gave Ardaseer the draft of an agreement which he took home to consider; a few days afterwards Ardaseer went to Mr. Jefferies at his office accompanied by Damother and taking with him the agreement fairly copied out with a clause added that the goods in the Insolvent's godowns were to be given into Ardaseer's custody, as a security for all advances—Mr. Jefferies disapproved of this alteration and tore up the agreement. Ardaseer and Damother went away. They returned the next day with Nowrojee Furdoonjee, when the Insolvent expressed his regret at what had happened and said that he would agree to the clause. Upon this Ardaseer took home the agreement to get them copied; on the 29th of March Damother, Ardaseer and Manackjee went to Mr. Jefferies, upon which occasion the agreement was signed—The Insolvent asked

Ardaseer to accept a draft for Rupees 25,000 which he did—Mr. Jefferies then brought out another for an equal amount, which Ardaseer hesitated at signing—Nowrojee Furdoonjee, who is a highly respectable witness both from his knowledge of the English tongue and his general intellect, states that the Insolvent would be quite safe as he would immediately put him in possession of goods worth Rupees 75,000—After disposing of these a large balance would remain in Ardaseer's favor. Ardaseer signed the drafts and asked to see the godowns. Mr. Jefferies said that he would shew them to him the next day. He procrastinated doing so—about three days afterwards Nowrojee Furdoonjee went to Jefferies office when Ardaseer stated to the Insolvent that he had been cheated, as he had failed in putting him in possession of goods to the promised amount—He was much disappointed and wanted the drafts and the agreement returned—The Insolvent promised to return them—He said that he would employ another Broker and put an end to the transaction with Ardaseer—This conversation was subsequently repeated on two or three occasions—On the 29th of April, Damother accompanied Ardaseer to Mr. Jefferies' office—It is unavoidable that a bias should be in favor of one's own countryman, but I cannot punish in one case and exempt in another—I do not know how I could at any other time sit upon this Bench and pass Judgment upon any Hindoo who had committed a fraud upon an English merchant under similar circumstances—Mr. Jefferies has declared all along that he acted in a straight forward, candid manner—Had he met with no opposition I should have believed him and at once discharged him. But when the enquiry was thrust upon me and I find the starting declaration in this Schedule, I enquired who was the Attorney that had drawn it up and if he ventured to make this statement. I am glad as it turned out that the Attorney could prove to me had he had the Insolvent's written instructions to that effect. Mr. Jefferies had also read over the rough draft of his Schedule two or three times. I have it now in my hands and he appears to have read it very carefully and minutely, and corrected it all the way through with pencil marks. Had it been otherwise, I should have been obliged—to consider whether the Attorney's name should not have been struck off the Rolls for conduct unworthy of a gentleman, a member of an honorable and liberable profession. The learned Counsel for the opposition has attempted to show that Mr. Jefferies is a creditor of Mr. Menesse. I don't think this is proved nor that he comes with an exorbitant partiality to give evidence in favor of Mr. Jefferies. He certainly had not given his evidence in some points in a straight-forward manner, and has been guilty of several discrepancies—as for instances that he did not go every day to Jefferies office; that he always went only about four or five days and only conducted Jefferies' French correspondence. Now we all know that he went every day and received a regular salary as a regular clerk. But no two men tell the same story the same way. We all recollect the celebrated story of the Gospels being considered inaccurate by certain sceptics because they did not agree together in some minor points; has been quoted by commentators as a proof of their not being fabrications: for if they had agreed in all these minor points, would have been made to correspond with each other. Mr. Jefferies attempts to set up as a defence that he did not peruse the agreement carefully and did not observe the clause in the agreement, saying that he was to give Ardaseer all the goods, merchandise and wares which were in his godowns as a security to the amount of 2 1/3rds value which he was to advance from time to time. It is ridiculous for him to come here and tell us that the very cause at which he was so indignant as to tear up the agreement and express his determination to employ no Brokers upon such terms was inserted the succeeding day without his knowledge. I will not believe this of any English Merchant who like Mr. Jefferies thoroughly understands English and has had the benefit of an Attorney's Office. His answers throughout have been abasing and shuffling; such as do him no credit and which Mr. Campbell his Counsel who has very ably defended him, in the exercise of a sound judgment has not attempted to substantiate. Indeed Mr. Jefferies in his anxiety to regain his liberty seems to have been perfectly reckless of what he said or did. In his Schedule he has levelled the most unqualified accusations against Ardaseer Byramjee. He has called him an unprincipled man, a swindler; and that his Insolvency has been entirely owing to his duplicity.

This from the evidence is utterly false. Instead of carrying conviction to my mind these declarations convey the very reverse and unfortunately for Mr. Jefferies force me to the conclusion that this debt has been fraudulently contracted and he must not be suffered to escape unpunished—The sentence therefore is, that with reference to all the debts in his Schedule excepting that of 50,000 Rs. due to Ardaseer Byramjee he be discharged; but for that he is now remanded to Jail for the space of four months reckoning from the date of filing his Petition; at the end of that time he will be finally discharged.

The Court then upon the arrival of His Lordship the Chief Justice sat in Equity.

PRINTED AND PUBLISHED FOR THE PROPRIETOR, AT THE GAZETTE PRESS, APOLLO STREET, (OLD ADMIRALTY HOUSE,) BY J. W. CROSSADEN