

ON APPEAL

FROM THE COURT OF APPEAL OF THE COLONY OF SINGAPORE

ISLAND OF SINGAPORE

B E T W E E N:

HONG GUAN & COMPANY LIMITED (Plaintiff) Appellant

- and -

R. JUMABHOY & SONS LIMITED (Defendant) Respondent

RECORD OF PROCEEDINGS  
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UNIVERSITY OF LONDON  
W.C.1.

= 7 FEB 1961

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5	Summons in Chambers (593/54)	29th May 1954
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24	Accountant-General's Receipt	19th March 1958

1.

IN THE PRIVY COUNCIL

No.18 of 1958

ON APPEAL

FROM THE COURT OF APPEAL OF THE COLONY OF SINGAPORE

ISLAND OF SINGAPORE

B E T W E E N:

HONG GUAN & COMPANY LIMITED (Plaintiff) Appellant

- and -

R. JUMABHOY & SONS LIMITED (Defendant) Respondent

RECORD OF PROCEEDINGS

No. 1.

WRIT OF SUMMONS

IN THE HIGH COURT OF THE COLONY OF SINGAPORE

ISLAND OF SINGAPORE

Suit No.85 of 1951

BETWEEN:- HONG GUAN & COMPANY LIMITED Plaintiff

- and -

R. JUMABHOY & SONS LIMITED Defendant

In the High  
Court of the  
Colony of  
Singapore  
Island of  
Singapore

No. 1.

Writ of Summons.  
9th February,  
1951.

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GEORGE the Sixth by the Grace of God, of Great Britain, Ireland and the British Dominions beyond the Seas, King, Defender of the Faith.

To:

R. Jumabhoy & Sons Limited.,  
No. 24 Malacca Street, Singapore.

We command you, that within eight days after the service of this writ on you, inclusive of the day of such service, you do cause an appearance to be entered for you in our High Court at Singapore, in a cause at the suit of Hong Guan & Company Limited, a company incorporated in Singapore and having its Registered Office at No.14 Telok Ayer Street, Singapore, and take notice, that in default of your so doing the Plaintiff may proceed therein to judgment and execution.

WITNESS The Honourable Sir Charles Murray



In the  
High Court of  
the Colony of  
Singapore  
Island of  
Singapore.

Murray-Aynsley, Knight Chief Justice, of the Colony  
of Singapore at Singapore, aforesaid this 9th day  
of February 1951.

Sd. Philip Hoalim & Co.,  
Solicitors for the Plaintiff

No. 1.  
Writ of Summons.  
9th February,  
1951  
- continued.

The Defendant may appear hereto by entering  
an appearance personally or by Solicitor at the  
Registrar's Office, Singapore.

A Defendant appearing personally may, if he  
desires, enter his appearance by post, and the  
appropriate forms may be obtained by sending a  
Postal Order for \$2.50 with an addressed envelope  
to the Registrar of the Supreme Court at Singapore.

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The Plaintiff 's claim is for damages for  
breach of contract of sale dated the 7th day of  
November 1950 for 50 tons Zanzibar Cloves second  
grade December shipment at \$94.50 per picul ex  
buyers godown.

This Writ was issued by Messrs. PHILIP HOALIM  
& CO., of No.3 Malacca Street, (1st floor), Singa-  
pore, Solicitors for the Plaintiff who carries on  
business at No.14 Telok Ayer Street, Singapore.

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N.B. - This writ is to be served within twelve  
months from the date thereof, or, if renewed,  
within six months from the date of such renewal,  
including the day of such date, and not afterwards.

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No. 2.

STATEMENT OF CLAIM

IN THE HIGH COURT OF THE COLONY OF SINGAPORE  
ISLAND OF SINGAPORE

In the High Court of the Colony of Singapore Island of Singapore.

Suit No.85 of 1951

No. 2.

BETWEEN:- HONG GUAN & COMPANY LIMITED Plaintiff  
- and -  
R. JUMABHOY & SONS LIMITED Defendant

Statement of Claim.  
7th April 1951.

- 10 1. By a Contract dated the 7th day of November 1950 the Defendant sold to the Plaintiff 50 tons of Zanzibar Cloves, second grade, December shipment at \$94.1/2 per picul ex godown.
- 2. The Plaintiff on the 29th day of December 1950 wrote to the Defendant about the delivery of the said Cloves contracted for in paragraph 1 hereof and the Defendant replied by letter the same day that the said Contract was cancelled.
- 20 3. The Plaintiff has suffered damage by reason of the failure of the Defendant to give delivery of the said goods.

Particulars of Damage

30	Market price of 50 tons (=840 piculs) 2nd Grade Zanzibar Cloves in December 1950 and January 1951 at \$230 per picul	\$ 193,200.00
	Purchase price of the said 50 tons (=840 piculs) 2nd grade Zanzibar Cloves at \$94.1/2 per picul	<u>79,380.00</u>
	Difference in price	<u><u>\$ 113,820.00</u></u>

The Plaintiff claims the said sum of \$113,820.00 as damages.

DATED and DELIVERED this 7th day of April 1951  
by:

Sd. Philip Hoalim & Co.,  
Solicitors for the Plaintiff.



5.

No. 4.

INTERROGATORIES.

IN THE HIGH COURT OF THE COLONY OF SINGAPORE  
ISLAND OF SINGAPORE

Suit No. 85 of 1951.

BETWEEN:- HONG GUAN & COMPANY LIMITED Plaintiff  
- and -  
R. JUMABHOY & SONS LIMITED Defendant

In the High  
Court of the  
Colony of  
Singapore  
Island of  
Singapore.

No. 4.

Interrogatories.  
31st May, 1953.

10 Interrogatories on behalf of the above-named  
Plaintiff Company for the examination of the  
above-named Defendant Company pursuant to the  
Order of the Honourable the Chief Justice dated  
the 20th day of May, 1955.

1. Was there a shipment to you of 2,520 piculs  
of Cloves ex s.s. "Tjibadak" on or after the 25th  
day of January, 1951.

20 2. If the answer to the first interrogatory is  
in the affirmative, did you take delivery of the  
said 2,520 piculs of cloves on or after the 25th  
day of January, 1951.

3. Did not the s.s. "Tjabadak" leave the port  
of Zanzibar on the 1st day of December, 1950 and  
arrive in the Colony of Singapore on the 25th day  
of January, 1951.

The above-named Defendant Company is required  
to answer all the interrogatories numbered 1, 2 and  
3.

DATED and DELIVERED this 31st day of May 1955

30 Sd. Laycock & Ong,  
Solicitors for the above-named  
Plaintiff.

To:

The above-named Defendant,  
and to its Solicitors,  
Messrs. Rodyk & Davidson.

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In the High  
Court of the  
Colony of  
Singapore  
Island of  
Singapore.

No. 5.

ANSWERS TO INTERROGATORIES  
IN THE HIGH COURT OF THE COLONY OF SINGAPORE  
ISLAND OF SINGAPORE

No. 5.

Suit No.85 of 1951

Answers to  
Interrogatories.  
13th June, 1955.

BETWEEN:- HONG GUAN & COMPANY LIMITED Plaintiff  
- and -  
R. JUMABHOY & SONS LIMITED Defendant

The Answer of the above-named Defendant R. Jumabhoy & Sons Limited to the Interrogatories for its examination by the above-named Plaintiff. 10

In answer to the said Interrogatories I, Rajabally Jumabhoy, managing director of the Defendant Company make oath and say as follows :-

1. No. There were shipments in November, 1950 by s.s. "Tjibadak" to the Defendant.
2. Not applicable.
3. Save that the s.s. "Tjibadak" arrived in the Colony on the 23rd January, 1951 the answer is yes with November shipments. 20

SWORN to at Singapore this }  
13th day of June, 1955. } Sd. Rajabally Jumabhoy

Before me,

Sd. Nazir Mallal

A Commissioner for Oaths.

No. 6.

ORDER GIVING LEAVE TO AMEND STATEMENT OF CLAIM  
IN THE HIGH COURT OF THE COLONY OF SINGAPORE  
ISLAND OF SINGAPORE

In the High  
Court of the  
Colony of  
Singapore  
Island of  
Singapore.

Suit No. 85 of 1951

No. 6.

BETWEEN:- HONG GUAN & COMPANY LIMITED Plaintiff  
- and -  
(L.S.) R. JUMABHOY & SONS LIMITED Defendant  
BEFORE THE HONOURABLE MR. JUSTICE TAN AH TAN

Order giving  
Leave to amend  
Statement of  
Claim.

27th October,  
1955.

IN THE OPEN COURT

10

THIS ACTION coming on for trial this day in the presence of Counsel for the Plaintiff and for the Defendant AND UPON reading the pleadings filed herein AND UPON application made by the Plaintiff to amend the Statement of Claim in this action in the manner shown in red in the proposed Amended Statement of Claim annexed to Summons in Chambers herein entered No. 1300/54 dated the 17th day of May, 1955 AND UPON hearing Counsel for the Plaintiff and for the Defendant THIS COURT DOTH ORDER that the Plaintiff be at liberty to amend the said Statement of Claim to limit the Plaintiff's claim to the sum of \$48,280.00 being the amount of the special damage shown in the proposed Amended Statement of Claim AND THIS COURT DOTH FURTHER ORDER that the costs thrown away by such amendment be taxed and paid by the Plaintiff to the Defendant AND THIS COURT DOTH LASTLY ORDER that the trial of this action be adjourned to a date to be fixed by the Registrar of this Court.

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DATED this 27th day of October, 1955.

Sd. T. Kulasekaram.

DY. REGISTRAR.



In the High  
Court of the  
Colony of  
Singapore  
Island of  
Singapore.

No. 7.

AMENDED STATEMENT OF CLAIMIN THE HIGH COURT OF THE COLONY OF SINGAPOREISLAND OF SINGAPORE

No. 7.

Suit No.85 of 1951

Amended  
Statement  
of Claim.

BETWEEN:- HONG GUAN & COMPANY LIMITED Plaintiff

- and -

R. JUMABHOY & SONS LIMITED Defendant

8th November,  
1955.

1. By a Contract dated the 7th day of November, 1950 the Defendant sold to the Plaintiff 50 tons of Zanzibar Cloves, second grade, December shipment at \$94.1/2 per picul ex godown. 10

2. The Plaintiff on the 29th day of December 1950 wrote to the Defendant about the delivery of the said Cloves contracted for in paragraph 1 hereof and the Defendant replied by letter the same day that the said Contract was cancelled.

3. The Plaintiff has suffered damage by reason of the failure of the Defendant to give delivery of the said goods. 20

PARTICULARS OF DAMAGE

Market price of 50 tons (= 840 piculs) 2nd grade Zanzibar Cloves in December 1950 and January 1951 at \$230/- per picul \$193,200.00

Purchase price of the said 50 tons (= 840 piculs) 2nd grade Zanzibar Cloves at \$94.1/2 per picul 79,380.00 30

Difference in price \$113,820.00

The Plaintiff claims the said sum of \$113,820.00 as damages.

4. In the alternative the Plaintiff states the Defendant had at all material times knowledge that the Plaintiff had bought the said 50 tons of Zanzibar Cloves for the purpose of reselling the same.

The Plaintiff had in fact resold the said 50 tons of Cloves eventually as hereinafter described.

10 5. By a Contract dated the 24th day of November, 1950 made between the Plaintiff and the firm of Makhanlall & Co., of No.20 Malacca Street, Singapore the Plaintiff agreed to sell to the said firm of Makhanlall & Co., 25 tons of second grade Zanzibar Cloves upon terms similar to those contained in the said Contract dated the 7th day of November, 1950 save and except that the price of such cloves was to be \$99/- per picul.

6. Pursuant to the said Contract of the 24th November, 1950, the said firm of Makhanlall on the 31st day of January, 1951 demanded immediate delivery of the said 25 tons of Zanzibar Cloves sold to them by the Plaintiff.

20 7. By reason of the non-delivery of 50 tons of Zanzibar Cloves bought by the Plaintiff from the Defendant under the said Contract dated the 7th of November, 1950 the Plaintiff was thereby disabled from making delivery of the said 25 tons of Cloves to the said firm of Makhanlall & Co., when demanded.

30 8. The said firm of Makhanlall & Co., afterwards brought an action against the Plaintiff in the High Court of the Colony of Singapore being Suit No.79 of 1951 for non-delivery of the said 25 tons of Zanzibar Cloves and claimed the sum of \$42,420.00 by way of damages. The Defendant will at the hearing refer to the pleadings in the said Suit No. 79 of 1951 for its full terms, true meaning and effect.

9. On the 28th day of August, 1951 the Plaintiff arrived at a settlement with the said firm of Makhanlall & Co., whereby the Plaintiff paid to the said firm of Makhanlall & Co., the sum of \$28,000/- in full settlement of all claims and costs made by the said firm of Makhanlall & Co.

10. The Plaintiff was also obliged to pay the costs of the Plaintiff's Solicitors, Messrs. Philip Hoalim & Co., which amounted to \$1,200/-.

40 11. By another Contract also dated the 24th day of November, 1950 and made between the Plaintiff and the firm of Panachand & Co., of No.71 Market Street, Singapore the Plaintiff agreed to sell to the said

In the High Court of the Colony of Singapore Island of Singapore.

No. 7.

Amended Statement of Claim.

8th November, 1955  
- continued.



In the High Court of the Colony of Singapore Island of Singapore.

No. 7.

Amended Statement of Claim.

8th November, 1955

- continued.

firm of Panachand & Co., 25 tons of second grade Zanzibar Cloves upon terms similar to those contained in the said Contract dated the 7th day of November, 1950 save and except that the price of such cloves was to be \$99/- per picul.

12. Pursuant to the said latter contract of the 24th November, 1950, the said firm of Panachand & Co., on the 30th day of January, 1951 through their Solicitors, Messrs. Rodyk & Davidson demanded immediate delivery of the said 25 tons of Zanzibar Cloves sold to them by the Plaintiff.

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13. By reason of the non-delivery of the 50 tons of Zanzibar Cloves bought by the Plaintiff from the Defendant under the said Contract dated the 7th day of November, 1950 the Plaintiff was thereby disabled from making delivery of the said 25 tons of Cloves to the said firm of Panachand & Co. as demanded.

14. The said firm of Panachand & Co., also afterwards brought an action in the High Court of the Colony of Singapore being Suit No. 301 of 1951 for non-delivery of the said 25 tons of Zanzibar Cloves and claimed general damages.

20

15. On the 20th day of August, 1951 the Plaintiff arrived at a settlement with the said firm of Panachand & Co., whereby the Plaintiff paid to the said firm of Panachand & Co., the sum of \$15,000/- in full settlement of all claims made by the said firm of Panachand & Co.,

16. The present Plaintiff was also obliged to pay the costs of the Plaintiff's Solicitors, Messrs. Philip Hoalim & Co., which amounted to \$300/-.

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17. The Plaintiff's claim against the Defendants by way of special damages:-

(1) Under paragraph 9 hereof	\$ 28,000.00
(2) Under paragraph 15 hereof	15,000.00
(3) Under paragraph 10 hereof	1,200.00
(4) Under paragraph 16 hereof	300.00
(5) The difference of \$4.50 per picul on 50 tons of Cloves in respect of the various contracts hereinbefore referred to	3,780.00
	<u>\$ 48,280.00</u>

40

And the Plaintiff claims damages

DATED and DELIVERED this 7th day of April, 1951 by  
Sd. Philip Hoalim & Co.,  
Solicitors for the Plaintiff.

In the High  
Court of the  
Colony of  
Singapore  
Island of  
Singapore.

Amended pursuant to leave of the Judge con-  
tained in the Order of Court made herein and dated  
the 27th day of October, 1955.

No. 7.

Amended  
Statement  
of Claim.

Re-Delivered this 8th day of November, 1955.

8th November,  
1955  
- continued.

Sd. Laycock & Ong  
Solicitors for the Plaintiff.

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No. 8.

AMENDED DEFENCE

No. 8.

Amended Defence.

IN THE HIGH COURT OF THE COLONY OF SINGAPORE  
ISLAND OF SINGAPORE

11th November,  
1955.

Suit No. 85 of 1951

BETWEEN:- HONG GUAN & COMPANY LIMITED Plaintiff

- and -

R. JUMABHOY & SONS LIMITED Defendant

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1. Defendant admits paragraph 1 of the Statement  
of Claim and will refer to the contract for its  
full terms.

2. Defendant states that the contract was made  
subject to force majeure and shipment and that no  
shipment of the goods contracted to be sold took  
place.

3. Defendant denies that the Plaintiff is entitled  
to the damages claimed or at all.

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4. The Defendant denies each and every allegation  
contained in paragraph 4 of the Amended Statement  
of Claim.

5. The Defendant denies that the contract between  
the Plaintiff and Makhanlall & Co., dated the 24th  
day of November 1950 referred to in paragraph 5 of

In the High Court of the Colony of Singapore Island of Singapore.

No. 8.

Amended Defence.

11th November, 1955

- continued.

the Amended Statement of Claim was upon terms similar to those contained in the Contract dated the 7th day of November 1950, the subject of this action.

6. The Defendant has no knowledge of and does not admit any of the several allegations contained in paragraphs 6, 7, 8, 9 and 10 of the Amended Statement of Claim.

7. The Defendant denies that the contract between the Plaintiff and Panachand & Co., referred to in paragraph 11 of the Amended Statement of Claim and dated the 24th day of November 1950 was upon terms similar to those contained in the contract dated the 7th day of November 1950, the subject of this action.

8. The Defendant has no knowledge of and does not admit any of the several allegations contained in paragraphs 12, 13, 14, 15 and 16 of the Amended Statement of Claim.

9. The Defendant denies that the Plaintiff is entitled to special damages as claimed in paragraph 17 of the Amended Statement of Claim or at all.

DATED and DELIVERED this 28th day of June, 1951.

Sd. Rodyk & Davidson,  
Solicitors for the Defendant.

Amended and Re-Delivered this 11th day of November, 1955.

Sd. Rodyk & Davidson,  
Solicitors for the Defendant.

To:

The above-named Plaintiff and its Solicitors Messrs. Laycock & Ong.

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No. 9.

NOTES OF EVIDENCE

IN THE HIGH COURT OF THE COLONY OF SINGAPORE  
ISLAND OF SINGAPORE

Thursday, 17th May 1956  
S. 85/51.

BETWEEN:- HONG GUAN & CO., LTD. Plaintiffs  
v.  
R. JUMABHOY & SONS LTD. Defendants

In the High  
Court of the  
Colony of  
Singapore  
Island of  
Singapore.

No. 9.

Notes of  
Evidence.  
Plaintiff's  
Opening.

17th May, 1956.

10 CORAM: Tan Ah Tah, J.

Sellar for Plaintiffs  
Cashin for Defendants

Sellar: The claim is limited to \$48,280.00 and no more. Tenders bundle of documents of which only pages 1, 2, 5, 6, 7, 9, 10 and 27 have been agreed.

Some of the documents in the bundle will be proved by witnesses, others are not relevant.

20 (Cashin says he has no objection to the bundle being admitted and marked as an exhibit subject to proof of documents not agreed.

(Bundle of documents marked AB)

Sellar: I gave notice to produce bills of lading but these are not produced.

30 Cashin says his clients have attempted to look for the bills of lading but these were handed to shipping agents on receipt of goods.

Sellar says he does not know the dates of the bills of lading.

Cashin says he can supply the dates as well as dates of selling from the books of Defendant Co., which dates from 1948.

Sellar says he would like to see the book.

Court adjourns for a while.

Sd. Tan Ah Tan

In the High  
Court of the  
Colony of  
Singapore  
Island of  
Singapore.

No. 9.  
Notes of  
Evidence.  
Plaintiff's  
Opening.  
17th May, 1956  
- continued.

Hearing resumed

(By consent Import & Export Book put in and  
marked A and cablegram put in and marked B.

Page 19 of the book is the relevant page).

Sellar applies for leave to amend para. 3 of  
the statement of claim by adding the following :-

"but this claim is now limited to \$48,280.00  
in accordance with the Order of Court dated  
27/10/55".

This application is granted.

10

Sgd. Tan Ah Tah.

Sellar continues: It is clear from para. 2 of  
amended defence that no shipment of the  
goods took place. Onus is on Defendant  
Co., to prove that no shipment took place.

Cashin: It is not true Defendant Co., rests  
its case on para. 2 of Defence. In para.  
5 it is denied the contract between Plain-  
tiff and Makhanlall & Co., was made in  
similar terms to that dated 7/11/50.  
Similar point is raised in para. 7 of De-  
fence. Onus is on Plaintiff Co., to show  
the terms are similar. I accept that  
onus of proving no shipment is on Defen-  
dant Co. But defence rests on two legs.

20

Sellar is heard.

I rule that Plaintiff Co., should begin.

Sgd. Tan Ah Tah.

Sellar: Page 1 of AB - reference to December  
shipment. I will call evidence re Decem-  
ber shipment and Defendant Co's knowledge  
of sub-sales.

30

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PLAINTIFF'S EVIDENCE

No. 10.

ERIC MICHAEL HOGAN

Sellar calls:-

Eric Michael Hogan - a.s. in English.

61, Macpherson Road. Assistant in Inward Cargo Bills Department, K.P.M. I joined this Co. on 15/1/51. I was in Boustead & Co., for the previous 4 years - similar work concerning outward cargo.

In April 1955 I received enquiries from Laycock & Ong re movements of s.s. Tjibadak. On 7/4/55 my firm wrote a letter to Laycock & Ong.

(Shown letter dated 7/4/55) This letter was signed by Mr. Ten Brummelaar, departmental head but I prepared the letter for his signature. I made the actual enquiries and then prepared the letter. (Letter put in and marked P1).

(Shown letter dated 11/5/55). This letter was prepared by me after making further enquiries. (Reads letter). The Tjibadak which arrived on 25/1/51 left Zanzibar on 1.12.50. This information was informed from our Hongkong principals who have a record of the ship's log book. (Letter put in and marked P2).

It is very often the case that shipments are loaded practically up to the hour of sailing. During my time at Boustead I was doing outward cargo bookings and the bills of lading connected with it and freight rates and with the booking of cargo at freight rates. I was always in the office. I was conversant with mercantile terms and conditions of bills of lading. I arranged the terms directly with shippers.

In 1951 I went to work with K.P.M. I was put on to deal with Inward cargo dealing with the shipping claims aspect of the work. Bills of lading were practically the tools of our trade. During the past 5 years I have been dealing day by day with shipping documents and the meaning of them. In our job we are sent down to ships to dispatch them or receive them. We are there till the ships sail to see everything is loaded or off-loaded as the case may be. Any claim on shipping documents would be referred to me and I would do the spade work. I have the most practical knowledge of the

In the High Court of the Colony of Singapore Island of Singapore.

Plaintiff's Evidence.

No.10.

E.M. Hogan.

17th May, 1956.

Examination.

In the High Court of the Colony of Singapore Island of Singapore.

Plaintiff's Evidence.

No.10.

E.M. Hogan.  
17th May, 1956  
Examination  
- continued.

work in my office.

(Shown page 1 of AB) I see the words "December shipment".

Q: If goods are shipped on 1/12/50 from Zanzibar what would you take to be the meaning of "December shipment"?

Cashin objects and says witness is not a trader. Sellar cites Bowes v. Shand (1876) 2 A.C. 455 at p.462.

I rule that this witness' opinion as to the significance of the phrase "December shipment" is inadmissible.

10

Sgd. Tan Ah Tah.

Cross-Examination by Cashin.

Cross-Examination.

All my experience has been in Singapore. I have no personal experience of other ports. I cannot tell you about the volume of shipping in Zanzibar. I don't know about facilities for loading at night at Zanzibar.

Re-Examination by Sellar.

20

Re-Examination.

A ship can load cargo at night although there are no dock facilities.

Sgd. Tan Ah Tah.

No.11.

Ong Chan Siong.

Examination.

No. 11.

ONG CHAN SIONG

Ong Chan Siong - a.s. in Hokkien.

14, Telok Ayer St. Managing Director of Plaintiff Co.

On 24/11/50 Plaintiff Co., entered into a contract with Makhanlall & Co., to sell them 25 tons of cloves.

30

(Shown contract). This is the signed contract (Contract marked P3).

On 24/11/50 Plaintiff Co., also entered into a similar contract with Penachand & Co.

(Shown contract) This is the signed contract (Contract put in and marked P4).

At that time the goods had not arrived. I was told the goods would arrive in December 1950. Defendant Co., had agreed to sell the goods to us. This agreement was entered into on 7/11/50 in respect of 50 tons Zanzibar cloves 2nd grade at ~~£~~94.50 per picul. The arrangement was made through a broker named Ah Bee. I told the broker there was to be a sub-sale of the cloves. After the agreement was signed I informed the broker and our people also informed the Defendant Co. People in the shop must have informed Defendant Co. At that time it was Boon Kong, an employee of Plaintiff Co. He must have informed Defendant Co.

10

Plaintiff Co. has never dealt direct with retailers in any goods including cloves. We do sell to people in Java but in quantities of 3, 5 or 8 tons but not in quantities of 2 or 3 bags. Our business is to buy goods in bulk and sub-sell same in bulk. My Company has been carrying on business since before the war.

20

After entering into the contracts with Makhanlall & Co., and Penachand & Co., we informed Defendant Co., that we had re-sold the goods to somebody else. We asked them on the telephone to deliver the goods. Someone in my shop did that.

The goods were not delivered. On 29.12.50 I instructed my Solicitors Philip Hoalim & Co., to request delivery of the goods (page 5 of AB).

My Company did not receive a letter from Messrs. Rodyk & Davidson.

30

My Company paid damages to Makhanlall & Co., through Defendant Company's arbitration.

My Solicitors wrote the letter to Rodyk & Davidson at page 9 of A.B.

Makhanlall & Co., commenced Suit 79/51 against my Company and Penachand & Co., commenced Suit 301/51 against my Company. Through Defendant Co's arbitration my Company paid ~~£~~28,000 to Makhanlall & Co., in full settlement. Through another party's arbitration my Company paid ~~£~~15,000 to Panachand & Co. My Company also paid ~~£~~1,200 to Messrs. Philip Hoalim & Co., for costs in the first case and ~~£~~300 to the same firm for costs in the second case.

40

Cross-Examination by Cashin:

Before 7/11/50 my Company had not dealt with Defendant Co., in cloves. I agree that this was

In the High Court of the Colony of Singapore Island of Singapore.

Plaintiff's Evidence.

No.11.

Ong Chan Siong.  
17th May, 1956.

Examination  
- continued.

Cross-Examination.



In the High Court of the Colony of Singapore Island of Singapore.

Plaintiff's Evidence.

No.11.  
Ong Chan Siong.  
17th May, 1956.  
Cross-Examination  
- continued.

the only transaction in cloves with Defendant Co. My Company had dealt in cloves with other concerns. That was after 7/11/50. Before 7/11/50 my Company had dealings with cloves with other concerns. Our business in cloves was on a moderate scale - 70 or 80 tons, 30 to 40 tons, 20 to 30 tons.

The broker Ah Bee came to see my Company. I told him about the sub-sales after the contract had been signed.

I asked somebody in the shop to tell Defendant Company that there were sub-sales. This information was communicated to Defendant Co., after the two other contracts had been entered into. This was after 24/11/50. I caused this information to be sent to Defendant Co., because we had bought goods from them and had sold the goods to others. I did not enquire whether the goods had been shipped. We depended on the contract. 10

(Shown contract dated 7/11/50) I identify my signature on this contract which was made between Defendant Company and Plaintiff Company. (Contract put in and marked D1). 20

There is no contract with a term "subject to shipment". I agree that there was no such term in the contracts with Makhanlall & Co. and Fanachand & Co.

Adjourned to 2.30 p.m.

Sgd. Ten Ah Tah.

Ong Chan Siong - on former oath.

Cross-Examination by Cashin (continued) 30

(Letter at p.9 of AB read and interpreted to witness). I instructed my Solicitors to write this letter. I don't know how he worded the letter.

Re-Examination by Sellar:

Re-Examination.

(Shown D1) This is the contract made between Plaintiff Company and my Company. I knew when he was going to deliver the goods.

(Words "Subject to force majeure and shipment" read to witness) When my Company enters into contracts with other concerns we also made it subject to shipment. 40

I instructed my employee to inform Defendant Company of the sub-sales.

Q. What was his name?

A. Defendant Co's man listened to the telephone.

Q. What was the name of your employee who spoke to Defendant Company?

A. Ang Boon Kong.

I was present when Boon Kong spoke on the telephone.

10 I did not make enquiries about arrival of goods after 24/11/50. I did not personally make enquiries between 7/11/50 and 24/11/50. I don't know whether the English speaking clerk in my Co. made enquiries. I was not worried - as they had sold the goods the goods must come. I expected the goods to come.

Between 7/11/50 and 24/11/50 I received no notice of cancellation of contract from Defendant Company.

After 24/11/50 I was not worried about my contract with Defendant Company.

20 Towards end of December 1950 Makhanlall & Co. and Panachand & Co., asked for delivery. In turn I demanded delivery from Defendant Co.

(Letter at page 6 of AB read and interpreted to witness). When my Solicitors received this letter, this was the first time I knew that Defendant Co., wanted to cancel the contract.

By Court :-

30 I only came to know today that the words "subject to force majeure & shipment" are used in these contracts. I asked my clerk whose name is Boon Kong.

The Clerk who informed Defendant Company about the sub-sales spoke in Malay. I was present throughout the telephone conversation. It was done through my office telephone.

Sgd. Tan Ah Tah.

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In the High Court of the Colony of Singapore Island of Singapore.

Plaintiff's Evidence.

No.11.

Ong Chan Siong.  
17th May, 1956.  
Re-Examination  
- continued.

In the High Court of the Colony of Singapore Island of Singapore.

No. 12.

ANG BOON KONG

Ang Boon Kong - a.s. in Hokkien.

14, Telok Ayer St. Clerk in Plaintiff Co. I have been so employed for about 10 years.

Plaintiff's Evidence.

(Shown D1) I have seen this contract before.

(Shown P3 and P4) I have seen these contracts before. I typed them out. I typed them out basing the form on other contracts in my Company. After looking at other contracts as well as D1 I typed out P3 and P4.

10

No.12.

Ang Boon Kong.  
17th May, 1956.

I know the contents of D1.

Examination.

After typing out P3 and P4 I told Ong Chan Siong what I had done. I explained the contents to him. He specifically asked me to look at D1 because we had bought cloves from Defendant Co.

Ong Chan Siong signed P3 and P4. He instructed me to inform Defendant Co., that he had sold the cloves to the two firms. I also informed the two firms that we had bought the cloves from Defendant Company.

20

I spoke to a man in Defendant Co. I don't know his name. I said I wanted to speak to his employer. He said his employer was not in. He asked who I was. I told him I was from Plaintiff Co. I spoke in Malaya. I told him that the cloves we bought from his Company had been sold to these 2 firms and asked him to inform his employer and also asked him to inform us when the goods arrived so that we could deliver the goods to these 2 firms. This telephone conversation took place on the day P3 and P4 were signed.

30

Ong Chan Siong was sitting beside me at the time.

Cross-Examination by Cashin.

Cross-Examination.

I did not intend to ask Defendant Company to deliver the goods to the 2 firms. My employer asked me to inform Defendant Company so that when the goods arrived we could deliver the goods to the 2 firms.

40

No Re-Examination.

By Court:

By Court:

I had telephoned before to Defendant Company. I spoke to someone in the Company. I am unable to say whether it was the same person to whom I spoke.  
Sgd. Tan Ah Tah.

No. 13.

P.A. DOSHI

P.A. Doshi - a.s. in English.

223-E Tanjong Katong Road. I am sole proprietor of Panachand & Co.

I was served with a subpoena to bring a bill of lading relating to 604 bales of cloves ex. m.s. Tjibadak from Zanzibar which arrived in Singapore on 25/1/51. I have been unable to find the bill of lading.

I have also been unable to find a bill of lading in respect of 302 bales of cloves ex. m.s. Stroat Soenda which arrived in Singapore on or about 13.2.51.

(Shown P4) I identify my signature on this contract.

I have not got the date of the bill of lading re shipment which arrived on 25/1/51. I could not trace the dates of either bill of lading. I cannot remember the dates. I must have a book. We will not put the dates of bill of lading in the book. The other particulars will be entered in the book. The book is now in my office.

Sellar says the witness had been served with a subpoena duces tecum and he did not know that the bills of lading would not be available. He asks that the witness be allowed to bring the book to Court at the next hearing.

This is granted.

4.20 p.m. Adjourned to a date to be fixed by the Registrar.

True Copy  
Sd. Kwek Chip Leng  
P.S. to Tan Ah Tah, J.

Sgd. Tan Ah Tah.

Monday 17th September, 1956.

Suit No. 85/51 Pt. Hd.

Counsel as before.

Cashin says he now agrees all the documents in the bundle AB but not the law stated therein.

In the High Court of the Colony of Singapore Island of Singapore.

Plaintiff's Evidence.

No.13.

P.A. Doshi.

17th May, 1956.

Examination.

17th September, 1956.

Examination - continued.

In the High  
Court of the  
Colony of  
Singapore  
Island of  
Singapore.

Plaintiff's  
Evidence.

No.13.

P.A. Doshi.  
17th September,  
1956.

Examination  
- continued.

P.A. Doshi on former affirmation.

Examination-in-chief (continued)

I now produce my ledger (put in and marked P5).

At page 140 there is an entry:

From Fazal Bhanji 50 tons cloves per Tjibadak value  
\$85,298-83. This was 604 bales of cloves = 50 tons.  
The class was not stated. They were 2nd grade  
cloves.

On the same page there is an entry:

From Fazal Bhanji 25 tons per Straat Soenda value  
\$70,054-92. They were 2nd grade cloves. This was  
302 bales = 25 tons.

10

I have not been able to find my copy of the  
bill of lading. The first ship carrying 1st ship-  
ment referred to above sailed on 4/12/50. The in-  
voice is dated 4/12/50. I produce it (Invoice put  
in and marked P6). I don't know when the ship  
sailed. Just now I was only going by the date on  
the invoice.

Between the above-mentioned two entries there  
are two entries in P5 as follows :-

20

1st entry is "Fazal Bhanji Ettrick Bank 75 tons  
cloves \$1,60043-63".

I received the goods on 12/2/51.

On 5/2/51 there is a 2nd entry :-

Fazal Bhanji small quantity of cloves ar-  
rived on 5/12/51.

In 1951 my firm took proceedings against  
Plaintiff Company in Suit 301/51. It was a claim  
for damages for non-delivery of 25 tons cloves 2nd  
grade under a contract dated 24/11/50.

30

(Shown P4) This is the contract referred to.

The action was settled out of Court. I re-  
ceived \$15,000 from Plaintiff Co.

We sell the cloves to brokers. Before the 75  
tons was received I sold various quantities to vari-  
ous buyers.

I have been in Singapore for 25 years engaged  
in import and export business. I usually sell 10  
tons 15 - 20 tons - minimum of 10 tons - by way of  
sub-sale. This is the normal practice in my firm.  
When I receive 10 tons or more I sell forward --  
I make sub-sales.

40

I have known Ong Chan Siong for 5 or 6 years but this is the first time I have dealt with his company.

Cross-Examined by Cashin:

10 For the last 2 or 3 years Indonesia has dealt direct with Zanzibar in cloves - there is very little clove business in Singapore. Three or four years ago I was dealing in cloves. I dealt in cloves from 1949 to 1951 or 1952. During that time I knew Defendant Company. They were the largest dealers in cloves. Plaintiff Company had very few contracts in cloves.

The clove business is a difficult one - full of fluctuations - it is a risky business.

The form of contract is very important. One has to be careful about the contract. Everyone in clove business knows this.

20 My contract with Plaintiff Company was a definite contract and that is why I sub-sold. It was subject to safe arrival of steamer and all force majeure.

Q. If you had a contract "subject to shipment" would you have sub-sold?

A. It is a difficult question. Usually I have the steamer's name on the contract.

Re-Examined by Sellar.

(Shown P4). The steamer's name is not mentioned in this contract. It says "Shipment: December 1950". We have no idea what this means.

30

Sgd. Tan Ah Tah.

The next witness is called. It is ascertained that he has not brought the necessary documents.

Court adjourns for a while.

Sgd. Tan Ah Tah.

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In the High Court of the Colony of Singapore Island of Singapore.

Plaintiff's Evidence.

No.13.

P.A. Doshi.

17th September, 1956.

Examination - continued.

Cross-Examination.

Re-Examination.

No. 14.

MAKHANLALL s/o RAGHUNATH PRASAD.

In the High Court of the Colony of Singapore Island of Singapore.

Plaintiff's Evidence.

Hearing resumed.

Makhanlall s/o Raghunath Prasad a.s. in Hindustani 28 Braddell Heights. I was sole proprietor of Makhanlall & Co., before it became a limited company in 1952 or 1953.

(Shown P3) This is the contract entered into by me and Plaintiff Company on 24/11/50. I identify my signature on left hand corner.

10

I produce bill of lading No.38 in respect of 302 bales of cloves shipped per s.s. Ettrick Bank. It is dated 23/12/50. (Bill of lading marked P7).

I produce bill of lading No.41 in respect of 302 bales of cloves shipped per S.S. Ettrick Bank. It is dated 22/12/50. (Bill of lading marked P8).

I produce bill of lading No.42 in respect of 908 bales shipped by the same steamer. It is dated 22/12/50. (Bill of lading marked P9).

I produce bill of lading No.43 dated 22/12/50 in respect of 302 bales cloves per same steamer. (Bill of lading marked P10).

20

I produce an invoice dated 30/11/50 in respect of 605 bales Zanzibar cloves ex Tjibadak. (Invoice marked P11).

I produce an invoice dated 28/1/51 in respect of 302 bales cloves ex Straat Soenda (Invoice marked P12).

I produce an invoice dated 12/1/51 in respect of 605 bales cloves ex Straat Soenda. (Invoice marked P13).

30

I produce an invoice dated 12/1/51 in respect of 302 bales cloves ex same steamer (Invoice marked P14).

I produce an invoice dated 27/1/51 in respect of 50 tons cloves ex same steamer. (Invoice marked P15).

I produce an invoice dated 27/1/51 in respect of 302 bales cloves ex same steamer. (Invoice marked P16).

40

(Shown P7, P8, P9, P10). I don't remember date of arrival. I am not in a position to say

No.14.  
Makhanlall s/o Raghunath Prasad.  
17th September, 1956.  
Examination.

whether the date on the document is the date of shipment or the date of preparation of the document. Looking at the dates I can only say the goods must have been shipped during that month though I am not sure. I don't know the actual date of sailing of the Ettrick Bank.

In the High Court of the Colony of Singapore Island of Singapore.

Plaintiff's Evidence.

No.14.

Makhanlall s/o Raghunath Prasad.

17th September, 1956.

Examination - continued.

10 In 1951 I sued Plaintiff Company in Suit 79/51 for damages for non-delivery of cloves, non-performance of the contract. I do not dispute the correctness of the contents of paragraph 2 of the statement of claim but I cannot remember off-hand.

The action was settled by Plaintiff. Company paying about \$28,000 to my firm. I cannot remember how the settlement was effected.

I know Mr. R. Jumabhoy (identified). I saw him in court when my action was settled.

(Cashin admits that Mr. Jumabhoy took part in the settlement of the action).

20 I don't think Mr. Jumabhoy took an active part in bringing about the settlement. He did not speak to me directly.

(Shown P3). This contract says "Shipment: December 1950". The month of December 1950 is the month in which the consignor should have shipped the goods.

The words "subject to safe arrival of the steamer" mean what they say.

30 (Shown P7). This is for 302 bales = 25 tons. I sold the whole consignment. One buyer may buy 100 tons, or even as much as 200 tons. Such consignments are usually exported to Indonesia.

I myself buy small as well as large quantities of cloves locally.

I have known Plaintiff Company since 1949. I cannot remember when I first did business with them. I cannot say whether this was my first transaction with them. This was arranged by brokers.

40 If P3 had embodied the words "subject to shipment" I don't know what I would have done. If the words were there, in the present state of affairs in Indonesia I would not accept the contract - it would not be safe. During 1951 I was dealing in cloves to such an extent that I would have accepted any kind of contract with or without these words. I don't embody those words in my own contracts. I



In the High Court of the Colony of Singapore Island of Singapore.

cannot give the reason. I have never done it. No occasion has arisen for me to think of doing that.

Sgd. Tan Ah Tah.

Adjourned to 2.30 p.m.

Sgd. Tan Ah Tah.

Plaintiff's Evidence.

Hearing resumed.

No.14.

Makhanlall on former oath

Makhanlall s/o Raghunath Prasad.

Cross-Examined by Cashin.

(Shown P3) This contract was not made subject to shipment.

10

17th September, 1956.

In 1950 I had several contracts with Defendant Company relating to cloves.

Examination - continued.

(Shown 2 contracts) These are 2 of such contracts made with Defendant Company. They were entered into on 2nd and 3rd November 1950 - both for 50 tons of cloves each. (2 contracts marked D2). The first line in italics reads "Subject to force majeure" with the words "and shipment" struck out.

Cross-Examination.

(Shown contract) On 1/12/50 I entered into this contract with Defendant Company for 50 tons cloves.

20

The first line in italics reads as follows :-

"Subject to force majeure and shipment" (Contract marked D3).

I can't remember receiving a letter from Messrs. Rodyk & Davidson in December 1950. I am unable to remember whether I received part shipment in November 1950. I do remember that in respect of these 2 contracts D2 I received a sum of money from Defendant Company as compensation or damages because Defendant Company failed to deliver all the goods.

30

In respect of the contract D3 I remember I did not receive the goods and the contract was cancelled and therefore I did not receive any compensation or damages.

(Shown contract dated 20/10/50). This is a contract made by me with Defendant Company for 25 tons of cloves. The words "Subject to force majeure" appear in it and the words "and shipment" appear to have been cancelled. I don't remember if I cancelled the 2 words.

40

(Contract marked D4)

I cannot remember whether the goods were shipped or not.

I only remember that in the case of one contract with the words "subject to shipment" I received neither goods nor damages.

In those cases where the words "subject to shipment" were cancelled either compensation has been paid or the goods have been delivered.

In the High Court of the Colony of Singapore Island of Singapore.

Plaintiff's Evidence.

No.14.

Makhanlall s/o Raghunath Prasad.

17th September, 1956

Cross-Examination - continued.

10

No Re-Examination.

Sgd. Tan Ah Tah.

No. 15.

COUNSEL'S ADDRESS

Sellar: Cites Hollis Bros. & Co., v White Sea Timber Trust Ltd., (1936) 3 All. E.R. 895 at page 900.

It is agreed that the date of shipment is the date of the bill of lading.

20

Chitty on Contract 21st edition page 222 para. 404. Exception clauses construed strictly against promisor.

The Teutonia (1872) 4 Privy Council Appeal Cases 171 at page 182.

Suit 224/51 Tha Hien Gwan Brothers Co. v. R. Jumabhoy & Sons Ltd.

Suit 227/51 Tan Thye Bee trading as Chop Ban Choon v. Defendant Company - a November shipment.

30

Suit 224/51 is for a November and December shipment.

Suit 222/51, S.1118/50 (Sept. - Oct. shipment) Suit 849/51 (November shipment) Suit 225/51 (November shipment) Suit 226/51 (November shipment) Suit 228/51 (November shipment) Suit 78/51 (November shipment) Suit 223/51 (November shipment).

No.15.

Counsel's Address.

17th September, 1956.

In the High  
Court of the  
Colony of  
Singapore  
Island of  
Singapore.

\_\_\_\_\_

No.15.

Counsel's  
Address.  
17th September,  
1956  
- continued.

Chitty on Contract page 225 para. 409.  
Comptoir Commercial Anversois v Power Son & Co.,  
(1920) 1 K.B. 868.

Prevention means physical or legal prevention.  
(Cashin says he is not relying on force majeure)  
Schmitthof's Sale of Goods page 158.

Dexters Ltd., v Hill Crest Oil Co.  
(1926) 1 K.B. 348 at page 353 and 359. In the pres-  
ent case the descriptions of the goods are the same.

Biggin & Co. v Permanite Ltd. (1950) 2 All 10  
E.R. 859 at page 867 and headnote (iii) (a) and (b)  
at page 860.

Bruce (W) Ltd. v Strong (1951) 1 All E.R.  
1021 at page 1026, above letter A.

Defendant Company as a reasonable trading com-  
pany should have foreseen that Plaintiff Company  
had bought the cloves for sub-sale.

Heskell v Continental Express (1950) 1 All.  
E.R. 1049.

Cashin: By the amendment we have a claim for dam- 20  
ages which cannot be claimed. This claim  
for special damages cannot be maintained.

Notice must be given before or at the  
time of the contract.

The contracts were made "subject to shipment"  
--- this condition cannot be waived in sub-contracts.

If there were no goods shipped in December  
1950, I rely on Hollis Bros. case.

Suit 224/51. The ship was named. Para.3 of 30  
the defence --- it is not alleged that the words  
"subject to shipment" were in the contract. So  
everyone of the suits referred to did not have the  
words "subject to shipment".

Defendant Company parcelled out goods to those  
with November shipments.

If Defendant Company succeeds on any one of  
these points Plaintiff Company's claim must fail.

A heavy crop of cloves was expected in 1950.  
Jumabhoy went to Zanzibar in October 1950. But the 40  
weather was bad -- it rained heavily -- pickers un-  
able to go up trees to pick the cloves. It rained

until December 1950. The words "subject to shipment" began to be used in December 1950 -- Jumabhoy was then fully aware of the position.

Normally there is 1 ship a month in Zanzibar -- occasionally 2 ships a month -- very occasionally 3 ships.

Defendant Company enters into 4 types of contracts:-

- (1) ready goods
- (2) by a named ship e.g. the contract in Suit 224/51.
- (3) by months certain.
- (4) subject to shipment.

Adjourned to 18/9/56 at 10.30.

Sgd. Tan Ah Tah.

Tuesday, 18th September 1956      Cor: Tan Ah Tah, J.

Suit 85/51 (Part Heard) continued.

Counsel as before.

Cashin: I wish to correct what I said yesterday.

Jumabhoy went to Zanzibar in September 1950 and the rains started in October 1950. There were 1 or 2 "subject to shipment" contracts in October 1950. Defendant Company started booking orders for cloves in September 1950.

All the suits in the High Court referred to yesterday were cases of definite contracts except Suit 223/51 -- by definite contracts I mean either a named ship or in a particular month.

As soon as it was discovered there was a failure to ship Jumabhoy came to see his Solicitors who sent a notice in November 1950 to all those to whom he had contracted to sell. The intention was that they should mitigate. None of them did so. Prices increased subsequently.

There are 2 preliminary legal points :-

- (1) Whether sub-contracts are to be regarded Halsbury's Laws Vol. 29 2nd Ed. p.195.

Williams Bros. Ltd. v. Agius (1914)  
A.C.510 at p.518 and 520. Viscount Haldane and Lord Atkinson.

In the High Court of the Colony of Singapore Island of Singapore.

No.15.

Counsel's Address.

17th September, 1956

- continued.

18th September, 1956.

In the High Court of the Colony of Singapore Island of Singapore.

No.15.

Counsel's Address.

18th September, 1956

- continued.

Chalmer's Sale of Goods 12th Ed. p.153 -- Special damages.

Hall Ltd. v Pim Junior & Co., Ltd. (1928) 33 Commercial Cases 324 at p.332.

(2) The contracts must be in the same terms. Schmitthof page 159.

Dexters Ltd., v Hill Crest Oil Co., (1926) 1 K.B. 348 at p.359.

Biggin & Co., v Permanite, Ltd. (1950) 2 All. E.R. 859, 860 headnote (iii) (a) & (b) and at p.867 letters A to H. p. 868 below letter H. 10

For Plaintiff Company to omit the term "subject to shipment" is fatal.

The descriptions, warranties and conditions in sub-contracts must be the same.

Defendant's Evidence.

No.16.

Rajabali Jumabhoy.

18th September, 1956.

Examination.

No. 16.

RAJABALI JUMABHOY

20

Cashin calls :-

Rajabali Jumabhoy a.s. in English.

8 Scotts Road. Chairman of Directors of Defendant Company.

In 1950 I was managing director of Defendant Company. I was then taking an active part in the business. I have been engaged in the clove business for 35 years. Immediately after the war I continued to engage in the business. I was the biggest importer and stockist up to December 1950. After that the business passed to Indonesia who imported directly from Zanzibar. 30

On 7/9/50 I went to Zanzibar. I spent 3 or 4 days there --- meeting clove merchants and going to the plantations and meeting the Clove Growers Association.

Cloves grow on trees. There are 2 crops in a year --- one starts in July and one starts in September. The September crop is larger. The total crop for year 1949 was about 7,000 tons. The 1950 crop was 3½ times bigger than the 1949 crop. Cloves 40

are usually re-exported from Singapore to Java -- used for tobacco. Almost no use for cloves in Singapore.

I use the following forms of contracts :-

- (1) ready goods if we have the stocks.
- (2) a named steamer where a purchaser wants goods on a particular steamer -- either goods are on board or about to be shipped.
- 10 (3) Late delivery required by purchaser -- who buys forward -- a particular month is mentioned in the contract.
- (4) if I am not certain whether the goods are to be shipped the contract is made "subject to shipment".

In the present case the contract is "subject to shipment". I was not sure whether I would get the cloves. I had been in Zanzibar. Owing to rainfall picking was slow. It became slippery for pickers. It was unexpected rain -- coming earlier than usual.

20 Cloves picked from trees -- growers come to market and sell to highest bidder. Cloves bought are sent to Government godowns where they are dried and assorted. A particular type -- 2nd grade Zanzibar cloves -- is the only type exported to Singapore for consumption in Indonesia. Then goods are packed in godowns, weighed to a standard weight and packing and kept ready for shipment. This process takes 2 to 3 weeks from date of purchase.

30 Cloves must be dried -- otherwise Government will not allow them to be exported. A claim was made against me in one of the suits referred to because they were wet.

Custom duty must be paid on export of the goods.

Steamer takes 3 to 4 days to load the goods. Small port -- very few facilities. If it rains we cannot load.

I had advance knowledge that the 1950 crop would be very big.

40 For November 1950 shipment I contracted to sell about 800 tons. In fact I received 350 tons. The 350 tons were shipped in November 1950 from Zanzibar. I was short of about 450 tons. The 350 tons were shipped by my 2 shippers. 300 tons came

In the High Court of the Colony of Singapore Island of Singapore.

Defendant's Evidence.

No. 16.

Rajabali Jumabhoy.

18th September, 1956.

Examination  
- continued.

In the High  
Court of the  
Colony of  
Singapore  
Island of  
Singapore.

Defendant's  
Evidence.

No.16.

Rajabali  
Jumabhoy.

18th September,  
1956.

Examination  
- continued.

by S.S. Tjibadak. My shippers intended to load 350 tons on the Tjibadak, but 50 tons could not be loaded for want of time. So 50 tons were shut out from the intended shipment. I received cables.

On 1/12/50 I sent a cable to my agent. I produce a copy of the cable (copy cable put in and marked D5).

I received a cable from Zanzibar sent on 1/12/50 and received by me on 3/12/50. I produce this cable (cable put in and marked D6). 10

A reply to my cable dated 2/12/50 and received here on 3/12/50 -- I received this cable in reply to my cable. (cable put in and marked D7).

(Cashin says only the underlined words of the telegram are relevant and relied on by him).

The 610 bales referred to in D7 are in fact the 50 tons that were shut out.

The cablegram D6 means that the shipper only shipped 150 tons because 50 tons were shut out.

The other shipper i.e. the 2nd shipper shipped 150 tons making a total on the Tjibadak of 300 tons. Of the 350 tons intended to be shipped by this steamer 50 tons were shut out. 20

Generally only 1 ship sails from Zanzibar in a month -- sometimes 2 ships per month -- sometimes nil. Sometimes the sailing of steamers is cancelled i.e. they don't call at Zanzibar on that trip. The Tegelberg was cancelled.

On 5/12/50 I sent a cable to my shipper. I produce a copy of this cablegram (copy Cablegram put in and marked D8). 30

I received no reply.

On 15/12/50 I sent another cable to my shipper. I produce copy of this cablegram. (copy cablegram put in and marked D9). This was a request to ship the 50 tons which had been shut out.

On 16/12/50 I received a cable No.71882. I produce the cablegram. (Cablegram marked D10).

On 21/12/50 the Ettrick Bank sailed from Zanzibar with the 50 tons and arrived in Singapore on 20/1/51. 40

No other shipment of cloves was made in December 1950 on my behalf.

Adjourned to 2.30 p.m.

Sgd. Tan Ah Tah.

Hearing resumed.

Rajabali Jumabhoy on former affirmation.

Examination-in-chief.

I produce a cable dated 1/12/50 which I received from the 2nd shipper. (cable marked D.11).

1210 in D.11 means 100 tons and 605 means 50 tons. The total was 150 tons. The rest of the cable contained information re goods shipped by other shippers for other traders in Singapore.

10 (Shown 2 invoices and 3 bills of lading). These relate to the 2nd shipper Fazil Mohamed Champsi whose cable address is coconuts. These bills of lading are duplicates --- there are 3 bills of lading --- (1) 605 bales dated 29/11/50 (2) 605 bales dated 30/11/50 (3) 605 bales dated 30/11/50 totalling 150 tons. (2 invoices and 3 bills of lading marked D.12).

(Shown 2 invoices).

20 These are invoices (1) relating to the 1st shipper 1210 bales i.e. 100 tons dated 29/11/50 S.S. Tjibadak (2) relating to 1st shipper 600 bales cloves = 50 tons dated 1/12/50. There is on both invoices the words "amended permit" because 50 tons were shut out.

I have not received the copy of bill of lading but the number of the bill No.13 and date of shipment 30/11/50 is shown on the cablegram D.7.

(2 Invoices marked D.13).

30 In November 1950 I entered into contracts to sell a total of 762 tons of cloves.

I produce a list of some of the goods which I contracted to sell. (List put in and marked D.14). The left hand column down to where I have a pencil line --- all tonnage above that line are contracted to be delivered as November shipments.

There are 2 others for 25 and 21 tons respectively. These are 2 of the December 1950 unconditional contracts i.e. by a named month and named ship.

40 This list is of goods received total 350 tons of November contracted goods and delivered to respective buyers proportionately. I did not take any profit by selling cloves at the market price which was then very high. I delivered the goods to buyers at contract price.

In the High Court of the Colony of Singapore Island of Singapore.

Defendant's Evidence.

No.16.

Rajabali Jumabhoy.

18th September, 1956.

Examination - continued.



In the High  
Court of the  
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Singapore  
Island of  
Singapore.

Defendant's  
Evidence.

No.16.

Rajabali  
Jumabhoy.

18th September,  
1956.

Examination  
- continued.

I produce a further list containing remainder of the December buyers and contracts (2nd List marked D.15). In this list my December unconditional contracts total 375 tons less 46 tons on the first list leaving a balance of 329 tons --- unconditional sales. The lower portion shows "subject to shipment" conditional sales 125 tons.

From the cloves actually received off Tjibadak 300 tons went to November buyers. From cloves received off Ettrick Bank 4 tons went to November buyers and 46 went to December buyers -- unconditional contracts. Compensation was also paid to all November buyers because they were all unconditional contracts.

10

The last item on D.15 is Plaintiff Company's order.

Makhanlall's contract -- last item but one -- refers to the contract put in yesterday (D4 identified).

I produce the contract with R.Parshotam (marked D.16).

20

It was subject to force majeure and shipment and was cancelled.

The 4 tons were taken from the Ettrick Bank shipment and are included in the 762 tons on the first list D.14.

The balance of 329 tons for December contracts - I had to buy cloves locally or pay compensation in order to satisfy the buyers (375 less 46 = 329 tons).

30

When I entered into the contract with Plaintiff Company I was not informed there were to be sub-sales.

The evidence relating to the telephone calls is a fabrication. None of the buyers telephoned to say there were to be sub-sales. It is not the practice to telephone in this way.

On 17/12/50 I heard that the 50 tons was coming by Ettrick Bank. On 17th or 18th December 1950 I went to see my Solicitor Mr. Vaux. I told him the position: 300 tons November contracts shipped per Tjibadak and the 50 tons which had been shut out were arriving by Ettrick Bank. He said I had to deliver goods to the definite buyers on definite contracts and I should not sell at a profit but deliver at contract prices. He advised me that these were not free goods.

40

I first consulted my Solicitor towards end of November 1950.

At end of December 1950 I received a further cable dated 27/12/50. I produce it (Marked D.17). It is from my agent. It said "December nil" meaning no shipments. It also referred to 2 ships and added "Both space scarcity". This meant there were no December shipments. I went to see my Solicitor again. I was advised to write to the buyers on conditional contracts, i.e. "subject to shipment" informing them that no December shipments had been made (page 7 of AB). I was advised I had to meet my unconditional December contracts.

10

Apart from the suits filed in the Supreme Court there were a number of others --- about half a dozen --- to whom I paid compensation in respect of November shipments. Nobody filed any suits in respect of December shipments except Plaintiff Company.

20

(Seller says he would like to inspect the contracts. He applies for an adjournment. Cashin is heard.)

Adjourned to a date to be fixed by the Registrar.

Sgd. Tan Ah Tah.

True Copy.  
Sd. Eng Seow Hui  
Private Secretary to Judge,  
Court No.3,  
Supreme Court, Singapore.

30

Suit No.85/51 Pt. Hd.  
Cor: Tan Ah Tah, J.  
9th October 1956.

In the High Court of the Colony of Singapore Island of Singapore.

Defendant's Evidence.

No.16.

Rajabali Jumabhoy.

18th September, 1956.

Examination - continued.

Counsel as before.

Cashin: Mr.Sellar was shown contracts for 775 tons definite in November and 275 tons definite in December shipped on Ettrick Bank and Tjibadak.

40

Sellar: I wanted to see the books containing forms of contract.

Cashin: Mr.Jumabhoy will explain the position.

Rajabali Jumabhoy on former affirmation

Examined-in-chief (continued)

I produce a bundle of 12 definite contracts

9th October, 1956.

In the High Court of the Colony of Singapore Island of Singapore.

Defendant's Evidence.

No.16.

Rajabali Jumabhoy.

9th October, 1956.

Examination - continued.

in respect of November 1950 i.e. November shipments including 2 definite contracts November shipments by Tjibadak (12 contracts put in and marked D18). These are all signed by my Company on the one part and the buyers on the other part. The total is 665 tons.

I produce a bundle of 9 definite contracts in respect of December shipments. They are all signed by my Company of the one part and the buyers of the other part. The total is 275 tons (9 contracts put in and marked D19). 10

In addition there are the contracts which I produced at a previous hearing.

The total amount which I contracted for was 760 tons in respect of November shipments and 500 tons in respect of December shipments. Of the December shipments 375 tons were definite and 125 tons were subject to shipment.

The Ettrick Bank arrived in Singapore on 20/1/51. The Tjibadak arrived in Singapore on 25/1/51. 20

Delivery to definite buyers was effected early in February 1951.

(Shown bill book) Delivery started on 29/1/51. This bill book shows total billings covering 350 tons. The 16 bills are numbered 8, 9, 10, 11, 12, 12A, 13, 14, 15, 18, 19, 20, 21, 22, 28 and 29 in the bill book. The bills shown the quantity - number of tons and number of packages and the amounts paid by the buyers. These are the November and December shipments. The 50 tons which came forward on Ettrick Bank were not free goods. (Bill book put in and marked D20). If they were free goods everyone of the December buyers would have claimed. No one claimed except Plaintiff Company. There was 1 shipment by Tjibadak which was counted as November-December shipment because the Tjibadak was actually mentioned in the contract. 30

I produce 3 paying in slip books of Defendant Company showing payments of the amounts of the bills into the Defendant Company's bank. (3 paying in slip books marked D21). Buyers send cheques in advance -- these are paid into the bank -- adjustments are made later -- these are shown in the bill book. 40

My bills of lading show November dates in respect of Tjibadak shipments. (Seller admits that all the relevant bills of lading in respect of Tjibadak are dated in November 1950).

Cross-Examined by Sellar:

(Shown D20) The bills are consecutive and the dates consecutive. Bill No.11 contains a clerical error -- the date is written as 1.1.51 but should be 1.2.51. The amount paid in -- \$57,120 -- is shown in the paying in slip book dated 24/1/51.

10 Buyers paid money in advance - most of them paid on 24/1/51. Their cheques were paid into the bank. The goods were delivered subsequently and it was then that a bill was prepared. The buyers paid in advance because my Solicitors wrote to them. My Solicitors informed each buyer how much he should pay.

Adjourned to 2.30 p.m.

Sgd. Tan Ah Tah.

Hearing resumed.

Rajabali Jumabhoy on former affirmation.

Cross-Examined by Sellar (continued)

20 (Shown D20) Bill No.14 -- 25 tons -- 10 tons delivered -- November shipment. I have not got the contract but I have already submitted a list of November contracts to the Court. I delivered 40% of goods ordered to the November buyers.

(Shown D14) This is the list. The total is 762 tons.

30 In D14 the name Haji Habib bin Mohamed is mentioned -- 121 bales is mentioned -- the rate and amount received are mentioned -- date of delivery is on the Bill No.14.

The list D14 was compiled when delivery was made. It was compiled in early 1951.

(Shown Bill No.21 in D20).

For 25 tons -- 10 tons delivered. November shipment. I cannot produce the contract.

(Shown Bill No.22 in D20).

Ho Seng Trading -- 20 tons -- received 8 tons.

November shipment. I cannot produce the contract.

40 (Bill No.29) 25 tons -- 10 tons delivered -- November shipment. I cannot produce the contract.

I have not been sued on these contracts and I have not kept them. But the list shows that all buyers of November shipments received 40% pro rata.

In the High Court of the Colony of Singapore Island of Singapore.

Defendant's Evidence.

No.16.

Rajabali Jumabhoy.

9th October, 1956.

Cross-Examination.

In the High Court of the Colony of Singapore Island of Singapore.

Defendant's Evidence.

No.16.

Rajabali Jumabhoy.

9th October, 1956.

Cross-Examination - continued.

Re-Examination.

I cannot trace the copies. Some can be found but others cannot be found.

(Shown D15) Sin Ho Trading Co. -- there was no shipment -- I had to pay compensation to them.

With regard to definite December shipments I used the 46 tons to deliver to definite December buyers and paid them compensation as well. I had no excuse and had to meet my obligations.

On 7/11/50 I was in doubt whether the goods could be delivered or not.

10

In Hock Ee Chan's contracts I left the words in because otherwise the buyer would not buy.

Re-Examined by Cashin:

I used various types of forms of contract -- 3 forms.

(Shown D18) The first two on top was the first form of contract. They were torn out of my book.

The second form is the red one in D18.

The third form is the pale yellow-green colour to be found in D18 and D19.

20

Re the first form there were only 2 sheets. The original is handed to the buyer and we keep the copy with his signature.

The second form --- one is original handed to buyer --- the copy with his signature is kept by us -- a third copy is kept in the book.

The yellow-green ones --- same as in case of second form.

In the case of the first form, when I consult my Solicitors I tear out the copy.

30

I may be able to trace some of the third copies.

Regarding the 3 sheet contract, the first two are torn out of the book --- the original is handed to the buyer --- the second copy is brought back by the broker with buyer's signature on it --- we keep it until transaction completed --- then we throw it away. The third copy remains in the book.

(Contract 109, 110, 111, 112 in D19) These contracts were in dispute because there was no shipment. I got them from my Solicitor's office.

40

Sgd. Tan Ah Tah.

Defendant Company's case.

No. 17.

DEFENDANT'S CLOSING ADDRESS

Cashin: If Plaintiff Company fails on any one point it fails on the claim.

Hollis Brothers v White Sea Timber Trust (1936) 3 All. E.R. 895 at page 900.

10

300 tons Tjibadak was definitely November shipment --- and had to be used to satisfy 665 tons definite contracts.

50 tons on Ettrick Bank were shut out of Tjibadak. They were already attributed to November contracts at the time they were shut out. Therefore there were 350 tons to satisfy 665 tons.

20

In addition there were 375 tons definite contracts which had to be satisfied first. Defendant Company used 46 tons to satisfy part of December definite contracts. He paid compensation or bought cloves locally.

If all arguments fail the most Plaintiff Company would be entitled to would be a pro rata distribution among the provisional contractors.

No. 18.

PLAINTIFF'S CLOSING ADDRESS

30

Sellar: Has Defendant Company discharged the onus which lies on it? Defendant Company must show the terms of everyone of the December shipment contracts.

I concede that there is evidence before the Court to show that contracts for definite December shipments amount to several hundred tons.

Bills 29, 14, 21, 22 --- these were in the bill book --- nothing to prove whether they were November or December shipments.

In the High Court of the Colony of Singapore Island of Singapore.

No,17.

Defendant's Closing Address.

9th October, 1956.

No.18.

Plaintiff's Closing Address.

9th October, 1956.

In the High Court of the Colony of Singapore Island of Singapore.

All December contracts must be looked into in order to ascertain whether all the buyers have been treated alike if their contracts were in the same terms.

Judgment for Defendant Company.

Sellar applies for adjournment to argue question of costs.

Cashin is heard.

The application for adjournment is refused.

Sgd. Tan Ah Tah.

10

Sellar is heard. He says Plaintiff Company has suffered by having to pay damages to two firms.

Judgment for Defendant Company with costs.

Sgd. Tan Ah Tah.

True Copy  
Sd. Eng Seow Hui  
Private Secretary to Judge,  
Court No. 3,  
Supreme Court, Singapore.

No.19.

No. 19.

20

Judgment of Tan Ah Tah, J.  
6th August, 1957.

JUDGMENT OF TAN AH TAH, J.  
IN THE HIGH COURT OF THE COLONY OF SINGAPORE  
ISLAND OF SINGAPORE

Suit No.85 of 1951.

BETWEEN:- HONG GUAN & COMPANY LIMITED Plaintiff  
- and -

R. JUMABHOY & SONS LIMITED Defendant

CORAM: TAN AH TAH, J.

In this case the Plaintiffs claim from the Defendants damages for non-delivery of 50 tons of cloves which the Defendants had agreed to sell to the Plaintiffs under a contract of sale entered into on the 7th November 1950. At the trial Counsel for the Plaintiffs stated that the claim was limited to \$48,280-00 which was the amount claimed as special damages.

30

It was known to both parties that the cloves were to be imported from Zanzibar and the contract of sale contained, inter alia, the following clauses:-

"50 Fifty Tons Zanzibar Cloves Second Grade, December shipment at \$94½ per picul ex buyers godown" .....

"Subject to force majeure and shipment".

On the 24th November 1950 the Plaintiffs entered into two contracts of sale, one being for the sale of 25 tons of cloves to a firm called Makhanlall & Co., and the other being also for the sale of 25 tons of cloves to another firm called Panachand & Co. The two contracts were in substantially the same form and each contained, inter alia, the following clauses, the last one of which is quaintly worded :-

Goods: Cloves.

Quality: Zanzibar Second Grade - as received from the steamer.

Price: S.S. \$99/- per picul (Ninety nine only)

Shipment: December 1950

Remarks: Subject to the safe arrival of the steamer and alls force majeure.

The Plaintiffs' managing director and one of their employees both gave evidence to the effect that after the two contracts were entered into on the 24th November 1950, the Defendants were informed by telephone that contracts had been entered into for the re-sale to the two firms of the cloves which the Defendants had agreed to sell to the Plaintiffs. The Defendants' chairman of directors, who was the managing director in 1950, also gave evidence and said, "The evidence relating to the telephone calls is a fabrication. None of the buyers telephoned to say there were to be sub-sales. It is not the practice to telephone in this way". It is convenient at this stage to state that I did not believe the Plaintiffs' managing director and employee on this point. I find that the Defendants were not aware of these two contracts until more than a month after they had been entered into, when legal proceedings arising out of the non-delivery of the goods were being contemplated by the Plaintiffs. In any event, as will be seen later, the evidence given by the Plaintiffs' managing director and employee did not materially assist the Plaintiffs' case.

The first point of substance to be considered

In the High Court of the Colony of Singapore Island of Singapore.

No.19.

Judgment of Tan Ah Tah, J.

6th August, 1957

- continued.



In the High Court of the Colony of Singapore Island of Singapore.

No.19.

Judgment of  
Tan Ah Tah, J.  
6th August,  
1957  
- continued.

is the effect of the words "Subject to ----- shipment" which appear in the contract of sale entered into by the Plaintiffs and the Defendants. The evidence given by the Defendants' chairman of directors, which I accepted as being true and accurate, was to the following effect. In November 1950 the Defendants entered into contracts with various buyers for the sale of a total of 762 tons of cloves all of which were to be November shipments. On various dates the Defendants entered into other contracts for the sale of a total of 375 tons of cloves all of which were to be December shipments. In none of these contracts did the phrase "Subject to shipment" appear; they were definite contracts subject to no condition as to shipment. It was the intention of the Defendants and their suppliers that 350 tons of cloves were to be loaded on the vessel Tjibadak at Zanzibar. However, owing to lack of time, only 300 tons were loaded on the Tjibadak which sailed from Zanzibar on the 1st December 1950; the remaining 50 tons were shut out. It was not until the 21st December 1950 that these 50 tons were shipped on the vessel Ettrick Bank which sailed from Zanzibar on that day and arrived in Singapore on the 20th January 1951. The whole of the 300 tons carried on the Tjibadak was delivered to the buyers who were expecting the November shipments; as the total quantity to be delivered to these buyers was 762 tons the Defendants had to pay them compensation because of short delivery. Of the 50 tons carried on the Ettrick Bank, 4 tons were delivered to buyers of November shipments while the balance of 46 tons was delivered to buyers of December shipments in part performance of the contracts of sale. The total quantity agreed to be sold as December shipments being 375 tons, this left a balance of 329 tons due to be delivered to the buyers. In order to satisfy the claims of these buyers the Defendants had to buy cloves in Singapore for delivery to them or pay them compensation.

10

20

30

40

It is clear from the foregoing that the 300 tons carried on the Tjibadak and the 50 tons carried on the Ettrick Bank were shipped in fulfilment of definite contracts which had been entered into by the Defendants and which were subject to no condition as to shipment.

In Hollis Bros. & Co., Ltd., v White Sea Timber Trust, Ltd., (1936) 3 All E.R. 895 Porter, J. (as he then was) said, at page 900:

50

"My view is that if they have shipped the goods the sellers are obliged, at any rate if they have not been shipped in fulfilment of other contracts, to supply them under this contract".

10 As I have already stated, the total quantity of 350 tons carried on the two vessels was clearly shipped in fulfilment of what I have referred to as definite contracts which contained no condition as to shipment. In point of fact the 350 tons  
 10 proved to be quite inadequate to fulfil such contracts. Applying the dictum of Porter J. to the present case it follows that the Defendants are under no obligation to supply the cloves to the Plaintiffs under the contract in question. In my opinion the Defendants have discharged the onus which lies upon them on this issue and for this reason alone the Plaintiffs' claim must fail.

20 On the assumption, however, that the Defendants have committed a breach of contract, it remains to be determined whether the two sub-contracts are to be taken into consideration in estimating the amount of damages, if any, to be awarded. There is no evidence of any reference being made to re-sales when the contract was entered into by the Plaintiffs and the Defendants on the 7th November, 1950. I have already stated my finding that the Defendants were not aware of the sub-contracts until more than a month after they had been entered into. In my view it was not contemplated by the  
 30 Plaintiffs and the Defendants at the time they entered into their contract that the cloves would be re-sold by the Plaintiffs before delivery or that the Plaintiffs' loss upon non-delivery by the Defendants would be ascertained by reference to the Plaintiffs' loss of profit upon re-sale or any other basis. The principle to be applied to this case was stated by Viscount Haldane in Williams Brothers v Agius (1914) A.C. 510 where he said, at page 520:

40 "My Lords, it was argued for the Respondents that, even assuming the Appellants to be entitled to claim full damages from the Respondents without deduction, the principle laid down by the Court of Appeal in Rodocanachi v Milburn 18 Q.B.D.67, which was accepted by the Courts below as binding them, was wrong. In that case it was held that in estimating the damages for non-delivery of goods under a contract the market value at the date of the  
 50 breach was the decisive element. In the judgment delivered by Lord Esher he laid down that the law

In the High Court of the Colony of Singapore Island of Singapore.

No.19.

Judgment of Tan Ah Tah, J.

6th August, 1957

- continued.

In the High  
Court of the  
Colony of  
Singapore  
Island of  
Singapore.

            
No.19.

Judgment of  
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- continued.

does not take into account in estimating the damages anything that is accidental as between the Plaintiff and the Defendant, as for instance a contract entered into by the Plaintiff with a third party ..... I agree with the statement of the law in Rodocanachi v Milburn, and with the view of this part of the present case taken by all the learned judges in the Courts below".

The case of Hall v Pim (Junior) & Co., (1928) 33 Com. Cas. 324 may appear at first sight to present difficulties but Scrutton L.J. in James Finlay & Co., v N.V. Kwik Hoo Tong H.M. (1929) 1 K.B. 400 at pages 411, 412 and Sankey L.J. at pages 417, 418 have in effect explained that that case was decided upon its particular facts. It should also be noted that the headnote at page 325 of 33 Com. Cas. does not contain an accurate summary of the judgments in that case.

10

In considering the question of sub-contracts it is relevant to observe that according to the evidence in the present case there was at all material times an available market for cloves in Singapore.

20

In support of the Plaintiffs' claim the Plaintiffs' managing director gave evidence of the losses incurred by the Plaintiffs in connection with the two sub-contracts but confined himself to the amounts paid to the two firms by way of compensation and their Solicitors' costs. For the reasons which I have endeavoured to state the Plaintiffs' claim against the Defendants for these amounts fails.

30

I turn now to consider the difference in the terms of the original contract dated the 7th November 1950 and the two sub-contracts. It will have been observed that although the phrase "Subject to ..... shipment" appears in the original contract it is not to be found in either of the sub-contracts. Assuming in favour of the Plaintiffs that both they and the Defendants entered into the original contract with full knowledge that the Plaintiffs intended to enter into sub-contracts, the question arises what is the effect of the alteration in the terms of the sub-contracts. On this question guidance is afforded by the following passage from the judgment of Scrutton L.J. in Dexters, Ltd. v. Hill Crest Oil Co. (Bradford) (1926) 1 K.B. 348 at page 359:

40

10 "Those cases where there has been a chain of sales and sub-sales often present complications and difficulties, but one point I have always understood as clear - namely, that in order to make a sum recovered for breach of the last contract in the chain the measure of damages for a similar breach of a contract higher up in the chain, it is essential that the contracts along the chain connecting them should be the same. Where, as here, the earlier contracts are for the sale of goods under one description, and that not an ordinary trade description, and at some link in the chain the description varies, and becomes a well known trade description, I find it difficult to hold that the amount recovered for a breach of the last contract in the chain can be made the measure of damages for a breach of the first".

20 The principle so laid down by Scrutton, L.J., was adopted by Devlin J. in *Biggin & Co., Ltd., v Permanite, Ltd.* (1950) 2 All E.R. 859 at page 867.

In my opinion the Plaintiffs, by neglecting to include the phrase "Subject to shipment" in the sub-contracts, have unnecessarily exposed themselves to the claims brought against them by the two firms. That being the case, they cannot now, in my judgment, seek to recover from the Defendants the amounts which they have had to pay to the two firms and their Solicitors.

30 For all the reasons which I have stated there must be judgment for the Defendants with costs.

TAN AH TAH  
JUDGE.

Singapore, 6th August 1957.

True Copy  
Sd. Eng Seow Hui  
PRIVATE SECRETARY TO JUDGE,  
COURT NO. 2.  
SUPREME COURT, SINGAPORE.

6/8/57.

In the High Court of the Colony of Singapore Island of Singapore.

No.19.

Judgment of  
Tan Ah Tah, J.

6th August,  
1957

- continued.

In the High  
Court of the  
Colony of  
Singapore  
Island of  
Singapore.

No. 20.

FORMAL JUDGMENT

IN THE HIGH COURT OF THE COLONY OF SINGAPORE  
ISLAND OF SINGAPORE

No.20.

Suit No.85 of 1951.

Formal  
Judgment.  
22nd October,  
1956.

BETWEEN:- HONG GUAN & CO., LTD. Plaintiff  
- and -  
(L.S.) R. JUMABHOY & SONS LTD. Defendant

9th OCTOBER, 1956.

This action coming on for trial before the Honourable Mr. Justice Tan Ah Tah on the 17th day of May, 1956, 17th and 18th days of September, 1956 and this day in the presence of Counsel for the Plaintiff and for the Defendant and upon reading the pleadings filed herein and the evidence adduced and upon hearing what was alleged by Counsel aforesaid IT IS ADJUDGED that the Plaintiff's claim herein be dismissed AND IT IS ORDERED that the costs of this action be taxed as between party and party under the Higher Scale of costs and be paid by the Plaintiff to the Defendant. 10 20

Entered this 22nd day of October, 1956 at 12.15 p.m. in Volume LXX Page 266.

By the Court,  
Sd. T. Kulasekaram,  
Dy. Registrar.

In the Court  
of Appeal.

No. 21.

NOTICE OF APPEAL

IN THE HIGH COURT OF THE COLONY OF SINGAPORE  
ISLAND OF SINGAPORE

No.21.

Suit No. 85 of 1951  
Civil Appeal No.25 of 1956.

Notice of  
Appeal.  
24th October,  
1956.

BETWEEN:- HONG GUAN & COMPANY LIMITED Plaintiff  
- and -  
R. JUMABHOY & SONS LIMITED Defendant

TAKE NOTICE that Hong Guan & Company Limited,

the above-named Plaintiff/Appellant will appeal to the Court of Appeal at Singapore against the whole Judgment of the Honourable Mr. Justice Tan Ah Tah pronounced herein on the 9th day of October, 1956.

DATED this 24th day of October, 1956.

Sd. Laycock & Ong,

Solicitors for the above-named Plaintiff/Appellant.

In the Court of Appeal.

No.21.

Notice of Appeal.

24th October, 1956

- continued.

To:

10

- (1) The Registrar,  
Supreme Court,  
Singapore.
- (2) The above-named Defendant/Respondent,  
And to its Solicitors,  
Messrs. Rodyk & Davidson.

No. 22.

No.22.

MEMORANDUM OF APPEAL  
IN THE HIGH COURT OF THE COLONY OF SINGAPORE  
ISLAND OF SINGAPORE  
IN THE COURT OF APPEAL

Memorandum of Appeal.

4th September, 1957.

20

Suit No.85 of 1951

Civil Appeal No.25 of 1956

BETWEEN:- HONG GUAN & COMPANY LIMITED Plaintiff  
Appellant

- and -

R. JUMABHOY & SONS LIMITED Defendant  
Respondent

The above-named Plaintiff/Appellant appeals to the Court of Appeal in Singapore against the whole of the Judgment of the Honourable Mr. Justice Tan Ah Tah on the following grounds :-

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- 1. The learned Judge was wrong in law and in fact in holding that the Defendant/Respondent had established that it was excused from delivering the 50 tons of Cloves the subject matter by reason of the fact that the Contract contained the words "Subject to Shipment" and that the shipment did not in fact take place.

In the Court  
of Appeal.

No.22.

Memorandum of  
Appeal.

4th September,  
1957

- continued.

2. The learned Judge was wrong in law in the following respects, namely :-

(i) That he misconstrued the meaning of the phrase "Subject to Shipment" and was wrong in fact in failing to give effect to the evidence that on the 21st day of December, 1950, the Defendant/Respondent shipped on the s.s. "Ettrickbank" 50 tons of Cloves which were consigned to its own account and were therefore its own property.

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(ii) That he was wrong in failing to make any estimate of damage having regard to the fact that he rejected the Plaintiff's/Appellant's alternative claim to damages under the amendment made pursuant to Order dated the 27th day of October, 1955. In the absence of the Plaintiff/Appellant being able to substantiate any such claim the Plaintiff/Appellant was entitled to the difference of the contract price and the market price and such damage on the evidence entitled the Plaintiff/Appellant to damages of at least \$48,280.00.

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DATED at Singapore this 4th day of September, 1957.

Sd. Murphy, Dunbar & Chung,  
Solicitors for the above-named  
Plaintiff/Appellant.

No.23.

Judgment of  
Wee Chong Jin,  
J.

8th November,  
1957.

No. 23.

JUDGMENT OF WEE CHONG JIN, J.

30

IN THE HIGH COURT OF THE COLONY OF SINGAPORE

ISLAND OF SINGAPORE

IN THE COURT OF APPEAL

Suit No.85 of 1951

Civil Appeal No.25 of 1956

BETWEEN:- HONG GUAN & COMPANY LIMITED Plaintiff  
- and - Appellant

R. JUMABHOY & SONS LIMITED Defendant  
Respondent.

This is an appeal from the judgment of Mr.

Justice Tan Ah Tah dismissing the Appellant's claim for damages for breach of contract limited to the maximum sum of \$48,280/-.

In the Court  
of Appeal.

The facts are fully set out in the judgment of my brother Rigby and I therefore do not propose to recapitulate them here.

No.23.

Judgment of  
Wee Chong Jin,  
J.

8th November,  
1957

- continued.

The main point for determination is the meaning to be attributed to the words "Subject to shipment" which appear in the contract.

10 There appears to be very little authority as to the meaning of these three words "subject to shipment" and at the trial and in this appeal only one case was cited on this point. The case cited is Hollis Bros. & Co., Ltd., v. White Sea Timber Trust, Ltd., (1936) 3 All. E.R. 895. In that case the printed part of the contract contained the words :-

20 "In the event of under-shipment of any item buyers are to accept or pay for the quantity shipped, but have the right to claim compensation for such short shipment".

Besides the printed clause the following clauses, typewritten, were also added:-

"This contract is subject to sellers making necessary chartering arrangements for the expedition and sold subject to shipment any goods not shipped to be cancelled.

All goods under this contract are subject to a variation of 25 per cent more or less".

30 Porter J. (as he then was) dealt in his judgment with the meaning of the words "subject to shipment" in that contract and after saying that he did not think he ought to speculate as to what was in the minds of the parties when they made the contract went on to say at page 899:-

"In my view 'subject to shipment' means 'provided the sellers in fact ship', ....."

Later on in his judgment Porter J. used these words:-

40 "... here the words 'sold subject to shipment' mean that they are sold if they are shipped, but if they are not shipped then there is no sale. It is quite true that that puts it in the option of the sellers to ship or not to ship, but the words in my opinion bear that plain meaning ....."



sellers as to whether their sellers would exercise the option of shipping or not shipping and as to whether their sellers have at the moment of shipment other contracts in fulfilment of which these goods are shipped by the sellers. Of course, if the goods are in fact shipped and the sellers have at the moment of shipment no contracts in fulfilment of which these goods are shipped, then the buyers, in such an event, are entitled to delivery.

10 I am of the opinion that the appeal should be dismissed. It is therefore unnecessary for me to deal with the other point raised in the appeal. However, as I have had the advantage of reading the judgments of the President of the Court and of my brother Rigby, I will content myself with saying that I agree that there is sufficient evidence for the Court to arrive at the amount of damages to be awarded and I would have awarded the sum of \$46,783.80.

20 Sd. Wee Chong Jin.  
JUDGE.

DATED at Singapore this 8th day of November, 1957.

True Copy,  
Sd. J. Chen.  
Ag. PRIVATE SECRETARY TO JUDGE,  
COURT No.5,  
SUPREME COURT, SINGAPORE.

In the Court  
of Appeal.

No.23.

Judgment of  
Wee Chong Jin,  
J.

8th November,  
1957

- continued.

No. 24.

JUDGMENT OF RIGBY, J.

IN THE HIGH COURT OF THE COLONY OF SINGAPORE

ISLAND OF SINGAPORE

IN THE COURT OF APPEAL

SINGAPORE CIVIL APPEAL NO. 25 of 1956

(Singapore Civil Suit No.85/51)

BETWEEN:- HONG GUAN & CO., LTD. Appellants

v.

R. JUMABHOY & SONS LTD. Respondents

40 Coram: Knight Ag. C.J., S.  
Rigby J., F.M.,  
Wee, J., S.

No.24.

Judgment of  
Rigby, J.

4th October,  
1957.

This is an appeal from a judgment of Mr.

In the Court  
of Appeal.

No.24.

Judgment of  
Rigby, J.

4th October,  
1957

- continued.

Justice Tan Ah Tah, dismissing the Appellants' claim for damages for breach of contract. The facts of the case, as found by the learned Judge, were briefly as follows :-

By a Contract of Sale dated the 7th November, 1950, the Respondents, a firm of importers carrying on business in Singapore agreed to sell to the Appellants 50 tons of cloves. The Appellants are a firm of merchants carrying on business in Singapore and it would appear from the evidence that this was, in fact, the first time they had ever entered into an agreement to purchase cloves from the Respondent Company. It was known to both parties that the cloves were to be imported from Zanzibar and the contract contained, inter alia, the following clauses :-

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"50 Fifty Tons Zanzibar Cloves Second Grade, December shipment at \$94 $\frac{1}{2}$  per picul ex buyers godown".....

"Subject to force majeure and shipment".

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At or about the same time the Respondents also entered into various contracts with other buyers for the sale of a total of 762 tons of cloves, all of which were to be November shipment, and a total of 375 tons of cloves, all of which were to be December shipment. In none of those contracts did the phrase "Subject to shipment" appear; they were definite contracts subject to no condition as to shipment.

It was the intention of the Respondents and their Zanzibar suppliers that 350 tons of cloves should be loaded on the s.s. "Tjibadak" which was due to sail from Zanzibar some time during the month of November. However, owing to lack of time only 300 tons were, in fact, loaded on the s.s. "Tjibadak", which sailed from Zanzibar on the 1st December, 1950; the remaining 50 tons could not be loaded. It was not until the 21st December, 1950, that these 50 tons were shipped on the s.s. "Ettrickbank", which sailed from Zanzibar on that day and arrived in Singapore on the 20th January, 1951. The whole of the 300 tons carried on the s.s. "Tjibadak" were delivered to the buyers who were expecting the November shipments. As the total quantity to be delivered to these buyers was 762 tons the Respondents had to pay them compensation by reason of short delivery. Of the 50 tons carried on the "Ettrickbank", 4 tons were delivered

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to buyers of November shipments, while the balance of 46 tons was delivered to the buyers of December shipments in part performance of the contracts of sale. Since the total quantity agreed to be sold as December shipments was 375 tons, the Respondents were compelled either to buy cloves in Singapore in the open market for delivery to the buyers in satisfaction of their contracts, or pay them compensation for short delivery. As a result, of course, the agreement to supply the Appellants' 50 tons of cloves, subject to shipment, was not fulfilled either in whole or in part.

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2. On the facts before him the learned Judge held that the 300 tons carried on the s.s. "Tjibadak" and the 50 tons carried on the s.s. "Ettrickbank" were shipped in fulfilment of definite contracts which had been entered into by the Respondents and which were subject to no condition as to shipment. The short but important point for determination was, and is, what is the meaning to be attributed to the words "Subject to shipment" as they appear in the contract?

The Appellants' contention throughout has been, and is, that the only effect of those words was to give an option to the Respondents, as sellers, as to whether or not to ship, but once they did, in fact, ship 50 tons of Zanzibar cloves, Second Grade, then the Appellants, as buyers, were entitled to have those 50 tons appropriated to them in fulfilment of their contract, irrespective of any other similar and concurrent contracts, whether conditional or unconditional, that the Respondents might have with other parties. I am constrained to say, at once, that, on the very face of it, that proposition, without any qualification or exception, seems to me to be wholly untenable as a matter of law.

3. The only authority which was cited to the trial Court - and which has been cited to us - in which the words "Subject to shipment" fell to be construed is the case of Hollis Bros. & Co., Ltd., v. White Sea Timber Trust Ltd. ((1936) 3, All E.R. 895). The decision in that case turned upon the particular form of contract used for the sale of timber for shipment from a port in the Arctic Circle which, by reason of its latitude, was only open and available for shipping during a very limited period in the year. By a printed form of the contract in general use for the sale of such timber it was provided that "In the event of under-

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- continued.

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Rigby, J.

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- continued.

shipment of any item buyers are to accept ..... the quantity shipped, but have the right to claim compensation for such short shipment". The details of the particular contract were added to the printed form in typewriting, and the following clauses were also added :-

"This contract is subject to sellers making necessary chartering arrangements for the expedition and sold subject to shipment any goods not shipped to be cancelled.

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All goods under this contract are subject to a variation of 25 per cent. more or less".

On a claim for damages for short delivery it was argued, inter alia, by Counsel for the Claimants that the words "or less" appearing in the first typewritten clause "All goods under this contract are subject to a variation of 25 per cent more or less" were unnecessary if the meaning and effect of the contract was that the sellers were under no obligation to ship at all unless they were so minded. In dealing with that argument Porter, J. (as he then was) said, in the course of his judgment:-

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"I think one can give some meaning to those words in spite of the provision in Clause 3 that they were sold subject to shipment. The fact that the goods are sold subject to shipment does not, in my view, mean that if the goods in fact are shipped, the sellers can then say "We have shipped the goods but we do not intend to attribute them to this contract". If the goods are shipped they must be attributed to the contract, and the sellers cannot afterwards say if the market rises 'It is true we shipped these goods. They were free goods at that moment unattributed to any contract, and we do not intend to fulfil your contract with these goods. We intend to treat them "as free goods and sell them in the market'. My view is that if they have shipped the goods the sellers are obliged, at any rate if they have not been shipped in fulfilment of other contracts, (the underlining is mine) to supply them under this contract".

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In the case now under consideration before us the learned trial Judge, relying on the passage "My view is that if they have shipped the goods the sellers are obliged, at any rate if they have not been shipped in fulfilment of other contracts, to supply them under this contract" went on to say

"As I have already stated, the total quantity of 350 tons carried on the two vessels were clearly shipped in fulfilment of what I have referred to as definite contracts which contained no condition as to shipment". He then said :-

In the Court  
of Appeal.

                      
No.24.

Judgment of  
Rigby, J.

4th October,  
1957

- continued.

10           "Applying the dictum of Porter, J. to the present case it follows that the Defendants are under no obligation to supply the cloves to the Plaintiffs under the contract in question. In my opinion the Defendants have discharged the onus which lies upon them on this issue and for this reason alone the Plaintiffs' claim must fail".

20           Whilst it may well be true to say that in using the words quoted above, Porter, J., was not seeking so much to establish a general principle of law as dealing with the particular clauses then under consideration before him and endeavouring to reconcile and explain their apparent inconsistencies, in my view the learned trial Judge was fully justified and perfectly correct in accepting that passage as an accurate and general proposition of the law and adopting it to the facts of the case before him. As Counsel for the Respondents pointed out, if the Appellants' contention is correct that once the seller has, in fact, shipped the goods by a December shipment then the buyer is entitled to have them appropriated to his contract irrespective of other contracts that the seller may have with

30           other buyers, then there is, in effect, no distinction between an unconditional contract and one containing the words "Subject to shipment".

4.       In the absence of authority to guide me I venture to express the opinion that the effect of the words "Subject to shipment" amounts to no more than an executory and unenforceable agreement which is only converted into a valid contract of sale between the parties by the seller exercising his option to ship, coupled with some evidence, direct

40       or circumstantial, that the goods shipped were intended to be appropriated to that contract. Whether or not there is such a specific appropriation is a question of fact. In this case there was no evidence whatsoever to establish the fact that at the time of the shipment there was any intention, whether express or by necessary inference, that the goods were to be appropriated to the Appellants in execution of the contract. Alternatively - to paraphrase the words used by Porter, J. - there

50       was no evidence that at the time of shipment "they

In the Court  
of Appeal.

No.24.

Judgment of  
Rigby, J.

4th October,  
1957

- continued.

were free goods ..... unattributed to any contract". On the contrary there was, in my view, abundant evidence before the learned trial Judge which fully justified him in holding that the total quantity of 350 tons carried on the two vessels was clearly shipped in fulfilment of what the learned trial Judge referred to as "definite contracts which contained no condition as to shipment".

For these reasons I would have no hesitation in dismissing this appeal. 10

5. There is, however, one further aspect of the matter with which I ought to deal. The Writ in the action was delivered on the 9th February, 1951. The original Statement of Claim, delivered on the 7th April, 1951, claimed damages in the sum of ~~£~~113,820/-, being the alleged difference in value between the contract price of ~~£~~94½ per picul and the alleged price of ~~£~~230/- per picul in the open market at unstipulated dates in December, 1950, and January, 1951. 20

On the 8th November, 1955, the Statement of Claim was amended pursuant to an Order of Court dated the 27th October, 1955. The effect of the amendment was to add an alternative claim for special damages in the sum of ~~£~~48,280/-. This alternative claim was based on allegations that the Appellants, subsequent to entering into the contract dated the 7th November, 1950, with the Respondents for the purchase of these 50 tons of cloves at ~~£~~94½ per picul, with the full knowledge of the Respondents entered into two contracts, both dated the 24th November, 1950, agreeing to sell these 50 tons to two separate firms, being 25 tons for each firm, at ~~£~~99/- per picul. It was alleged in the successive paragraphs of the amended Statement of Claim that by reason of the non-delivery of the 50 tons by the Respondents to the Appellants, the Appellants were unable to discharge their contracts with the two purchasing firms, as a result of which proceedings were instituted against them, the Appellants, by the two firms claiming damages for breach of contract. It was further alleged that the Appellants were constrained to settle these two actions in the respective amounts of ~~£~~28,000/- and ~~£~~1,200/- costs and ~~£~~15,000/- and ~~£~~300/- costs. The Appellants, therefore, sought to claim these amounts, together with a sum of ~~£~~3,780.00, being the difference in price, at ~~£~~4.50 per picul, between the price at which they had contracted to purchase the cloves from the 30 40 50

Respondents and the price at which they had agreed to sell them to their two sub-purchasers, totalling ~~£~~48,280/- against the Respondents by way of special damages.

In the Court  
of Appeal.

No.24.

Judgment of  
Rigby, J.

4th October,  
1957

- continued.

10 It is manifest that the main reason for the amendment of the Statement of Claim in November, 1955, was that by that time the Appellants, for one reason or another, were no longer in a position to call evidence to establish the market value of the cloves at the time of the breach of the contracts. Indeed, no evidence whatsoever was adduced at the trial to establish the market value of the cloves at the time of the alleged breach. Again, it is apparent both from the learned Judge's Order dated the 27th October, 1955, and from the learned Judge's notes of evidence when this protracted litigation finally came to trial in May, 1956, that the Appellants' whole claim in the Suit was eventually limited to ~~£~~48,280/- and no more.

20 As to the claim for special damages for ~~£~~48,280/-. Suffice it to say that the learned trial Judge expressly disbelieved the evidence adduced on behalf of the Appellants seeking to establish that the Respondents had prior knowledge that the Appellants had entered into contracts for the resale to the two firms of the cloves which the Respondents had agreed to sell to them and found, as a fact, that the Respondents were not aware of these two subsequent contracts until more than a month after they had been entered into and then only when legal proceedings arising out of the non-delivery of the cloves were already under contemplation by the Appellants themselves against the Respondents. He accordingly dismissed the Appellants' claim for special damages.

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40 However, on the assumption that the Appellants had established the validity of their claim for general damages for breach of contract, Mr. Murphy, for the Appellants, has contended before us that even though no evidence was adduced as to the market value of the cloves at the time of the breach of contract, the learned Judge should have assessed those general damages by reference to the amounts, totalling ~~£~~48,280/-, which the Appellants themselves paid to the two firms in settlement of the actions brought against them, the Appellants, for damages arising out of the non-delivery of the 25 tons to each of these two firms. In support of that contention Mr. Murphy drew attention to the fact that the evidence adduced at the trial established that it was, in fact, the Respondents

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In the Court  
of Appeal.

No.24.

Judgment of  
Rigby, J.

4th October,  
1957

- continued.

themselves who were largely instrumental in negotiating these settlements and that it was, therefore, a fair and reasonable inference that the amounts paid in settlement of the actions already instituted were less than the damages which the firms would have recovered if they had successfully proceeded with their actions.

I may say, at once, that I am by no means satisfied from the record, nor from what has been said before us, that this aspect of the case was ever put before the learned trial Judge or that he was ever asked or invited to assess the alternative claim for general damages - as distinct from special damages - on the basis of the sums paid out by the Appellants to the two firms in settlement of their claims for damages for breach of contract. Since, however, the point has been raised before us I venture to express my opinion on the matter as briefly as possible. Mr. Gould, for the Respondents, submitted, first, that in actions of this nature for damages for breach of contract a Plaintiff was not entitled to leave his damages at large but must strictly prove them. He further submitted that for the purpose of assessing the general damages the trial Court would not have been entitled to take into consideration at all the sums paid to the two firms to compromise their actions. 10 20

The principles which apply where a Defendant, as a measure of damages for breach of contract, is required to indemnify a Plaintiff against his liability to a third party and the Plaintiff has compromised the claim by the third party, were fully considered by the Court of Appeal in England in the case of Biggin & Co., Ltd., & Another v. Permanite, Ltd., Berry Wiggins & Co., Ltd., Third Parties. ((1951) 2, All E.R., 191). In that case the Court of Appeal, reversing the decision of Devlin, J. (reported in ((1950), 2, All E.R. 859) on this one issue of damages, held that if there was evidence before the Court on which it could come to the conclusion that such a settlement was reasonable in the circumstances of the case, then it was proper for the Court to consider the amount paid on such a settlement as a maximum measure of damages. Applying that principle to this case, if, in fact, the learned Judge had found that there was a breach of contract by the Respondents in failing to deliver the December shipment of cloves to the Appellants, in the absence of evidence adduced by the Appellants as to the prevailing market 30 40 50



price at the time of the breach of contract, then, in my view, in the particular circumstances of this case, the Appellants would have been entitled to fall back upon the sums paid to the firms in settlement of the subsequent actions of those firms for breach of contract as the maximum measure of their claims for general damages and it would have been for the Court to decide whether such a settlement was reasonable in all the circumstances of the case.

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5. However, for the reasons I have already stated, I am clearly of the opinion that the learned trial Judge was correct in his decision that the Respondents had discharged the onus upon them of proving that there was no breach of this contract and I would, accordingly, dismiss this appeal with costs.

DATED this 4th day of October, 1957.

Sd. I.C.C. Rigby

JUDGE  
FEDERATION OF MALAYA.

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No. 25.

JUDGMENT OF KNIGHT, AG. C.J. (S)  
IN THE HIGH COURT OF THE COLONY OF SINGAPORE  
ISLAND OF SINGAPORE  
IN THE COURT OF APPEAL

Suit No. 85 of 1951

Civil Appeal No. 25 of 1956

BETWEEN:- HONG GUAN & COMPANY LIMITED Plaintiff  
Appellant

- and -

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R. JUMABHOY & SONS LIMITED Defendant  
Respondent

CORAM: Knight, Ag. C.J.  
Rigby, J.  
Wee, J.

In the Court  
of Appeal.

No.24.

Judgment of  
Rigby, J.

4th October,  
1957

- continued.

No.25.

Written  
Judgment of  
Knight, Ag.  
C.J. (S).

8th November,  
1957.

This is an appeal from the decision of the learned trial Judge who dismissed a claim for damages in the sum of \$48,280 by the Plaintiff/Appellant Company against the Defendant/Respondent Company for non-delivery of 50 tons of Zanzibar Cloves pursuant to a contract made between the parties on

In the Court  
of Appeal.

No.25.

Judgment of  
Knight, Ag.  
C.J. (S).

8th November,  
1957

- continued.

7th November, 1950. Under the terms of that contract the Respondents undertook to supply the Appellants with 50 tons of cloves by December shipment at \$94.50 per picul and in the body of the contract appeared the words :-

"Subject to force majeure and shipment"

At the material time the Respondents, who are importers of cloves on a very large scale had entered into many other contracts to supply cloves to merchants, mainly for re-export to Java, where they are much in demand for mixing with tobacco, and their Chairman of Directors explained in the Court below that it was the practice of his Company to use one of three forms of contract with would-be purchasers. The first two types are not material to this appeal; but the third, which the Chairman stated was the form of contract used here, was invariably applied when his Company was not certain whether the goods would in fact be shipped. He explained that at the time this contract was made the Respondents did not know whether they would be able to obtain the cloves in Zanzibar because early rain had fallen on that island which made picking unexpectedly slow.

In fact, for this reason or another, shipments of cloves at the end of 1950 from Zanzibar fell far below what had been anticipated - much to the concern of the Respondents who had contracted to supply, in addition to the Appellants, many other merchants, several of them under what have been called "unconditional" contracts i.e. contracts where the words "Subject to shipment" did not appear. At that time the market price for cloves was very high, though fluctuating wildly, and the Respondents ultimately were obliged to pay large sums of money to compensate those merchants with whom they had contracted to supply for November shipments.

On December 21st 1950 the s.s. Ettrick Bank sailed from Zanzibar carrying 50 tons of cloves for Singapore to the order of the Respondents to whom no other shipment was made during that month. On the arrival of the Ettrick Bank, on 20th January 1951, 46 tons were supplied to purchasers of December shipment cloves who had unconditional contracts with the Respondents and the remaining four tons went to other purchasers of the November shipment. Thus no cloves were supplied to the Appellants who, in the meantime, had been rash enough

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to contract with other merchants to supply them with this anticipated consignment and, when they in turn were unable to supply, were forced to pay compensation. The amount paid by the Appellants to one of those merchants oddly enough, as was conceded in the Court below, was negotiated by the Chairman of the Respondent Company - no doubt in view of his very considerable knowledge of the clove business.

10 For the Appellants it is argued that they had a contract with the Respondents whereby the latter agreed to supply them with 50 tons of cloves provided that 50 tons, or more, were shipped during December to the Respondents in Singapore. Such a shipment, as has been admitted, did take place and the Appellants maintain that the cloves should have been supplied to them - any other contracts into which the Respondents may have entered being of no concern or interest to them. The Respondents main-  
 20 tain that they had a warranty to supply their unconditional consignees and that in the circumstances it was clearly their duty to supply them in preference to the Appellants - even if, as in the case of the four tons from the Ettrick Bank, certain consignees of cloves due in the November shipment were supplied by December shipment. If the Appellants' argument is correct, say the Respondents, there can be no difference between an unconditional contract and one subject to shipment.  
 30 The latter, they maintain, must be construed as meaning "If we can get cloves in a December shipment, you can have them; but we can't promise that you will get them".

There appears to be very little authority as to the meaning of the words "subject to shipment" in mercantile contracts. The judgment of Porter, J. (as he then was) in Hollis Bros. & Co., Ltd., v. White Sea Timber Trust Ltd., 1936 3 A.E.R. 895 was cited in the Court below and the learned trial  
 40 Judge based his conclusion as to the Respondents' non-liability to pay damages on part of the judgment in Hollis' case which reads as follows :-

"My view is that if they have shipped the goods the sellers are obliged, at any rate if they have not shipped in fulfilment of other contracts, to supply them under this contract".

The trial Judge apparently read into this passage the meaning that if the seller had shipped in

In the Court  
of Appeal.

No.25.

Judgment of  
Knight, Ag.  
C.J. (S).

8th November,  
1957

- continued.

In the Court  
of Appeal.

No.25.

Judgment of  
Knight, Ag.  
C.J. (S).

8th November,  
1957  
-continued.

fulfilment of other contracts he need not supply a consignee under a contract which was subject to shipment, but in my opinion, this is not what Porter J. said. As I see it these words really mean that the seller must supply unless the goods were shipped in fulfilment of other contracts where different considerations may arise.

If the trial Judge's interpretation were placed upon these words, moreover, it would follow that a consignee under a "subject to shipment" contract would, in effect, have no rights whatsoever against the seller. The price of cloves in Singapore, as has been admitted, fluctuates greatly and there would be nothing to prevent a seller refusing to supply his consignee at the contract price should the market price be higher than the contract price when the vessel arrived and nothing to prevent him forcing the consignee to pay the contract price if, in the meanwhile, the market price had fallen below it. This would clearly be a commercial malpractice unless intended by the parties and, if it was so intended surely a clear and unequivocal provision to this effect should be embodied in the contract - not merely the words "subject to shipment"?

In my opinion the Respondents are seeking to show in the words "subject to shipment" something that they do not mean in the usual sense of those words. If the Respondents wished to cover themselves against a failure to obtain the cloves in Zanzibar why did they not say in the contract "subject to shipment of 350 tons" - or whatever number of tons it was that they required to fulfil all their undertakings? Again, if the Respondents meant to contract with the Appellants only if they obtained the cloves and gave no undertaking that they would obtain them - surely this too could have been very simply embodied in the contract? As I see it, the Appellants are right and the words "subject to shipment" must be strictly construed and can only mean "subject to shipment of 50 tons in December", which shipment was in fact made to the Respondents.

The Appellants, however, are faced with yet another hurdle inasmuch as it is admitted that in the Court below there was no evidence of the market price of cloves and thus it is impossible to estimate what, if any, damages are payable following the breach of this contract.

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Mr. Murphy, for the Appellants, has suggested a most ingenious method of assessing them, which is basically to take the contract price of ₹99 per picul at which price the Appellants had contracted to sell to their consignees and to add that to the amounts paid by the Appellants to their consignees as compensation for non-delivery. This sum, he argues, could not possibly amount to more than the current price at the time of the non-delivery otherwise it is safe to assume that the Appellants would not have paid it. In fact the Appellants had contracted to sell 25 tons of cloves to Makhanlall & Co., at ₹99 per picul and when they could not deliver, they paid ₹28,000 as compensation. Now if this latter sum is added to ₹41,580 i.e. the price of 420 piculs (or 25 tons) at ₹99 per picul, the figure of ₹69,580 is reached for 420 piculs or ₹165.66 per picul. It remains only to deduct from this figure the Appellants/Respondents' contract price per picul i.e. ₹94.50, which leaves a loss of ₹71.16 as the amount of damage suffered per picul by the Appellants - a total of ₹29,887.20 in respect of the 25 tons contracted to be delivered to Makhanlall & Co. A considerably less amount i.e. ₹15,000 was paid as compensation to Panachand & Co., to whom the Appellants had agreed to supply the remaining 25 tons of cloves and applying the same method to this transaction, Mr. Murphy suggests that the damage to the Appellants is ₹16,896.60 - or a total of ₹46,783.80 in respect of both transactions. He adds that these figures must necessarily be approximate but they could not be less than the damage suffered by the Appellants.

Now it is an elementary proposition that a party must prove his damage and as Mr. Gould pointed out the Appellants elected to sue for special damage in the Court below and when they failed are now, in effect, asking this Court to assess damages for them. This undoubtedly is true and in normal circumstances I should have been inclined to order that the trial Judge should be directed to re-open the proceedings and assess the damages payable. Unfortunately, however, Counsel have conceded that no evidence can be called to establish the market price of cloves some seven years ago and there would thus be no point in directing that such an inquiry should be held.

The fact thus emerges that the Appellants, in my opinion, are entitled to judgment on the question of liability and have established that they

In the Court  
of Appeal.

—  
No.25.

Judgment of  
Knight, Ag.  
C.J. (S).

8th November,  
1957

- continued.

In the Court  
of Appeal.

No.25.

Judgment of  
Knight, Ag.  
C.J. (S).

8th November,  
1957

- continued.

have suffered damage. The total sum paid by them as compensation was \$43,000 - a figure arbitrated at least in part between them and their consignees by the Chairman of Directors of the Respondent Company (not as in the case of Biggin & Co., Ltd., v. Permanite, Ltd., 1950 2 A.E.R. 859 which in any event was reversed on appeal where a figure was reached on the advice of Counsel) - and it is obviously safe to assume that the Chairman and the parties were guided in reaching this figure by the market price of cloves at the relevant time: no other consideration can possibly have been material. 10

Would it thus be right to conclude that because there was no evidence as to the market price of cloves at the relevant dates and that the Appellants can therefore not establish, with precision, their actual damage, they are ipso facto debarred from receiving any damages at all? I do not think that this conclusion should follow. There is every reason, in my opinion, to infer that the Appellants must necessarily have lost the sum of \$46,783.80 as a result of the Respondents' failure to deliver and I would allow this appeal entering judgment for the Appellants for this amount with costs here and in the Court below. 20

Sgd. CLIFFORD KNIGHT  
AG. CHIEF JUSTICE,  
SINGAPORE.

SINGAPORE, 8th November, 1957.

Certified true copy, 30

Sd. Heng Peng Hoe  
Private Secretary to  
the Hon. the Chief Justice,  
Supreme Court,  
Singapore, 6.

8/11/57.

No. 26.

FORMAL JUDGMENTIN THE HIGH COURT OF THE COLONY OF SINGAPOREISLAND OF SINGAPOREIN THE COURT OF APPEALSuit No. 85 of 1951Civil Appeal No. 25 of 1956BETWEEN:- HONG GUAN & COMPANY LIMITED Plaintiff  
Appellant

- and -

10 (L.S.) R. JUMABHOY & SONS LIMITED Defendant  
Respondent8th NOVEMBER, 1957

20 This action coming on for trial on the 4th day of October, 1957 before The Honourable Mr. Justice Clifford Knight Judge of the Supreme Court of the Colony of Singapore, The Honourable Mr. Justice I.C.C. Rigby Judge of the Federation of Malaya, and Mr. Justice Wee Chong Jin Judge of the Supreme Court of the Colony of Singapore in the presence of Counsel for the Plaintiff/Appellant and for the Defendant/Respondent and upon reading the Record of Appeal filed herein on the 4th of September, 1957, and upon hearing what was alleged by Counsel aforesaid THIS COURT DID ORDER that this Appeal should stand for judgment AND this Appeal standing for judgment this day in the presence of Counsel aforesaid IT IS ADJUDGED that this Appeal be dismissed AND IT IS FURTHER ORDERED that the costs of this Appeal be taxed as between Party and Party under the Higher Scale of costs and be paid by the Plaintiff/Appellant to the Defendant/Respondent AND IT IS LASTLY ORDERED that the sum of \$500/- paid into Court as security for costs by the Plaintiff/Appellant be paid out to the Defendant/Respondent to be applied in part payment of its costs to be taxed herein.

30

40 ENTERED this 15th day of November, 1957 at 2.30 p.m. in Volume LXXIII, Page Nos. 144 & 145.

Sd. T. Kulasekaram,

REGISTRAR.

In the Court  
of Appeal.

No.26.

Formal  
Judgment.15th November,  
1957.

In the Court  
of Appeal.

No. 27.

MOTION PAPER

No.27.

IN THE HIGH COURT OF THE COLONY OF SINGAPORE  
ISLAND OF SINGAPORE

Motion Paper.  
18th January,  
1958.

Suit No. 85 of 1951

Civil Appeal No. 25 of 1956

BETWEEN:- HONG GUAN & COMPANY LIMITED Plaintiff  
Appellant

- and -

R. JUMABHOY & SONS LIMITED Defendant  
Respondent

10

- and -

IN THE MATTER of Section 36 of the  
Courts Ordinance and Order LVII rules  
3 & 4 of the Rules of the Supreme  
Court, 1934.

Mr. Denis Hubert Murphy of Counsel for the  
above-named Plaintiff/Appellant moves this Honour-  
able Court for an order in terms of the prayer  
contained in their Petition filed herein this day  
that they may be at liberty to appeal to Her Majesty  
in Council and for a certificate that this case as  
regards value amount and/or nature is a fit one for  
appeal to Her Majesty in Council.

20

DATED the 18th day of January 1958.

Sd. MURPHY, DUNBAR & CHUNG

Solicitors for the Plaintiff/  
Appellant.





No. 28.

PETITION FOR LEAVE TO APPEAL TO THE PRIVY COUNCIL  
IN THE HIGH COURT OF THE COLONY OF SINGAPORE  
ISLAND OF SINGAPORE

Suit No. 85 of 1951

Civil Appeal No. 25 of 1956

BETWEEN:- HONG GUAN & COMPANY LIMITED Plaintiff  
Appellant

- and -

10 R. JUMABHOY & SONS LIMITED Defendant  
Respondent

- and -

IN THE MATTER of Section 36 of the  
Courts Ordinance and Order LVII Rules  
3 & 4 of the Rules of the Supreme  
Court, 1934.

TO THE HONOURABLE THE JUDGES OF THE COURT OF APPEAL

THE HUMBLE PETITION

- of -

20 ANG CHAN SIONG of No. 14,  
Telok Ayer Street, Singapore,  
the Managing Director of the  
above-named Plaintiff/Appel-  
lant Company.

SHEWETH:-

1. THAT on the 9th day of February, 1951 Your  
Petitioner issued a Writ in Suit No. 85 of 1951 in  
the High Court of the Colony of Singapore against  
the Defendant/Respondent.

30 2. THAT on the 9th day of October, 1956 judgment  
was delivered therein in favour of the Defendant/  
Respondent and dismissing Your Petitioner's claim.  
The said judgment reads as follows :-

9th OCTOBER, 1956.

This action coming on for trial before the  
Honourable Mr. Justice Tan Ah Tah on the 17th day  
of May, 1956, 17th and 18th days of September 1956  
and this day in the presence of Counsel for the  
Plaintiff and for the Defendant and upon reading

In the Court  
of Appeal.

No.28.

Petition for  
Leave to Appeal  
to the Privy  
Council.

17th January,  
1958.

In the Court  
of Appeal.

No.28.

Petition for  
Leave to Appeal  
to the Privy  
Council.

17th January,  
1958

- continued.

the pleadings filed herein and the evidence adduced and upon hearing what was alleged by Counsel aforesaid IT IS ADJUDGED that the Plaintiff's claim herein be dismissed AND IT IS ORDERED that the costs of this action be taxed as between party and party under the Higher Scale of costs and be paid by the Plaintiff to the Defendant.

Entered this 22nd day of October, 1956 at 12.15 p.m. in Volume LXX Page 266.

By the Court,  
Sd. T. Kulasekaram  
Dy. REGISTRAR.

10

3. THAT Your Petitioner was dissatisfied with the Judgment delivered and made by The Honourable Mr. Justice Tan Ah Tah as cited in paragraph 2 hereof and on the 24th day of October, 1956 gave notice of appeal to the Court of Appeal. On the 4th day of September, 1957 Your Petitioner filed a Memorandum of Appeal in the proceedings and therein set out the grounds of appeal.

20

4. THAT the Appeal of Your Petitioner came on for hearing on the 4th day of October, 1957 before the Honourable Mr. Justice Clifford Knight, The Honourable Mr. Justice I.C.C. Rigby, and the Honourable Mr. Justice Wee Chong Jin, when judgment was reserved and later delivered on the 8th day of November, 1957 and an order was made which reads as follows :-

8th NOVEMBER, 1957

This action coming on for trial on the 4th day of October, 1957 before The Honourable Mr. Justice Clifford Knight Judge of the Supreme Court of the Colony of Singapore, The Honourable Mr. Justice I.C.C. Rigby, Judge of the Federation of Malaya, and Mr. Justice Wee Chong Jin, Judge of the Supreme Court of the Colony of Singapore in the presence of Counsel for the Plaintiff/Appellant and for the Defendant/Respondent and Upon reading the Record of Appeal filed herein on the 4th of September, 1957, and upon hearing what was alleged by Counsel aforesaid THIS COURT DID ORDER that this Appeal should stand for judgment AND this Appeal standing for judgment this day in the presence of Counsel aforesaid IT IS ADJUDGED that this Appeal be dismissed AND IT IS FURTHER ORDERED that the costs of this Appeal be taxed as between Party and Party

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under the Higher Scale of costs and be paid by the Plaintiff/Appellant to the Defendant/Respondent AND IT IS LASTLY ORDERED that the sum of \$500/- paid into Court as security for costs by the Plaintiff/Appellant be paid out to the Defendant/Respondent to be applied in part payment of its costs to be taxed herein.

Entered this 15th day of November, 1957 at 2.30 p.m. in Volume LXXIII, Page Nos. 144 & 145.

Sd. T. Kulasekaram  
REGISTRAR.

In the Court  
of Appeal.

No.28.

Petition for  
Leave to Appeal  
to the Privy  
Council.

17th January,  
1958  
- continued.

5. YOUR Petitioner is advised and humbly submits that the said Order of the Court of Appeal is erroneous and ought to be reversed on the grounds that :-

1. The majority Judgments of Mr. Justice Rigby and Mr. Justice We Chong Jin were wrong in law in holding that the phrase "Subject to shipment" used in the contract under construction entitled the shipper to ship goods and fail to deliver them by proving that the type of goods shipped were the subject matter of many other contracts.

2. The majority Judgments were wrong in fact and in law in assuming and stating that the Judgment in the case of Hollis Brothers & Company Limited against the White Sea Timber Trust Limited 1936 3 All England Reports, page 895, decided that the words "subject to shipment" entitled the shipper to ship goods and subsequently quite properly refuse to deliver because the goods were subsequently allocated to contracts entered into after, before or at the same time as the contract in question. The majority judgments were further wrong in fact and in law in applying that doctrine to the facts of this case.

6. YOUR Petitioner therefore prays for a Certificate that this case as regards the nature of the legal issue and questions involved is a fit one for appeal to Her Majesty in Council.

AND YOUR PETITIONER as in duty bound will ever pray,

Sd. Ang Chan Siong  
(In Chinese)  
PETITIONER.

In the Court  
of Appeal.

No.28.

Petition for  
Leave to Appeal  
to the Privy  
Council.

17th January,  
1958  
- continued.

DATED this 17th day of January, 1958.

Sd. MURPHY, DUNBAR & CHUNG  
Solicitors for the Petitioner.

It is intended to serve this Petition upon  
the Defendant/Respondent, R. Jumabhoy & Sons  
Limited.

I, Ang Chan Siong of No.14, Telok Ayer Street  
Singapore, the Managing Director of the Petitioner  
herein, affirm and say that the statements con-  
tained in the foregoing Petition are to the best  
of my knowledge and belief in all respects true.

10

AFFIRMED at Singapore this }  
17th day of January, 1958 } Sd. Ang Chan Siong  
through the interpretation } (In Chinese)  
of C.F. Kwan a Sworn Inter- }  
preter of the Court }

Before me,  
Sd. Low Hock Kiat  
A COMMISSIONER FOR OATHS, etc.

No.29.

Order giving  
leave to Appeal  
to Privy  
Council.

24th January,  
1958.

No. 29.

20

ORDER GIVING LEAVE TO APPEAL TO PRIVY COUNCIL  
IN THE HIGH COURT OF THE COLONY OF SINGAPORE  
ISLAND OF SINGAPORE

Suit No. 85 of 1951

Civil Appeal No. 25 of 1956

BETWEEN:- HONG GUAN & COMPANY LIMITED Plaintiff  
Appellant

- and -

R. JUMABHOY & SONS LIMITED Defendant  
Respondent

- and -

IN THE MATTER of Section 36 of the  
Courts Ordinance and Order LVII Rules  
3 & 4 of the Rules, of the Supreme  
Court, 1934.

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BEFORE THE HONOURABLE MR. JUSTICE  
TAN AH TAH

IN OPEN COURT

UPON MOTION made unto this Court this day by Mr. Denis Hubert Murphy of Counsel for the Appellant/Plaintiff AND UPON READING the Petition AND UPON HEARING Counsel for the Appellant/Plaintiff and Mr. Howard Edmund Cashin of Counsel for the Respondent/Defendant THIS COURT DOETH CERTIFY that this case as regards value amount and/or nature is a fit one for appeal to Her Majesty in Council AND THIS COURT DOETH GRANT to the Appellant/Plaintiff leave to appeal herein to Her Majesty in Council.

10

DATED this 24th day of January 1958.

Sd. Tan Boon Teik  
DY. REGISTRAR.

In the Court  
of Appeal.

No.29.

Order giving  
leave to Appeal  
to Privy  
Council.

24th January,  
1958

- continued.

No. 30.

ORDER ADMITTING APPEAL TO PRIVY COUNCIL.  
IN THE HIGH COURT OF THE COLONY OF SINGAPORE  
ISLAND OF SINGAPORE

Suit No. 85 of 1951  
Civil Appeal No. 25 of 1956

20

BETWEEN:- HONG GUAN & COMPANY LIMITED Plaintiff  
- and - Appellant  
R. JUMABHOY & SONS LIMITED Defendant  
Respondent

BEFORE THE HONOURABLE THE CHIEF JUSTICE IN CHAMBERS

UPON the application on the part of the above named Appellant made by way of Summons in Chambers No.511 of 1958 coming on for hearing this day AND UPON HEARING Counsel for the Appellant and for the Respondent AND UPON READING the Affidavit of Ching Nun Fung sworn to and filed herein on the 27th day of May 1958 IT IS ORDERED that the Appeal to Her Majesty in Council be admitted

30

AND IT IS FURTHER ORDERED that the costs of and incidental to this application be costs in the cause.

DATED this 30th day of May 1958

Sd. Tan Boon Teik  
DY. REGISTRAR

No.30.

Order admitting  
Appeal to Privy  
Council.

30th May, 1958.

E X H I B I T S

EXHIBIT "AB"

IN THE HIGH COURT OF THE COLONY OF SINGAPORE

ISLAND OF SINGAPORE

Suit No. 85 of 1951

B E T W E E N

HONG GUAN & COMPANY LIMITED Plaintiff

- and -

R. JUMABHOY & SONS LIMITED Defendant

---

B U N D L E    O F    D O C U M E N T S

---

Plaintiff's  
Exhibits.

No. 106.

Singapore,  
7/11/1950.

"AB"

Agreed Bundle  
of Documents.

Bought of R. JUMABHOY & SONS, LTD.

24, MALACCA STREET.

Sold to MESSRS. HONG GUAN & CO., LTD.,

14, TELOK AYER STREET.

Term: Cash in Silver or Bank Notes:

Subject to conditions of sale of The Indian Chamber  
of Commerce, Singapore.

50 Fifty Tons Zanzibar Cloves Second Grade, 10  
December Shipment at \$94½ per picul ex buyers go-  
down.

Delivery to be taken within ..... days from  
date. In default of delivery being taken within  
the stipulated time, the undersigned have the op-  
tion, without any notice to the purchaser, of  
either cancelling the above sale, or of selling  
the goods by public or private sale at the risk  
and expense of the Purchaser, or of retaining them,  
and if the goods are retained the usual charges 20  
for storage and fire insurance (on the value of  
the said goods) will be charged and also interest  
at the rate of 12 per cent per annum from the date  
on which delivery should have been taken.

Subject to force majeure and shipment.

It is at the option of the seller to demand  
cash before or any time after delivery of goods.

N.B.- Buyers must examine the goods before deliv-  
ery, and no complaint may be made after delivery 30  
of same.

Bearing interest at 24% per annum after due  
date of this order.

Tare Four Catties per Bag.

Sd. R. Jumabhoy

R. JUMABHOY & SONS LTD.

HONG GUAN & CO., LTD.,  
No.14, Telok Ayer Street,  
Singapore.

Sd. Illegible  
(In Chinese).

No.106.

EXHIBIT "D1"Singapore,  
7/11/1950.Plaintiff's  
Exhibits.

Bought of R. JUMABHOY &amp; SONS, LTD.

No. 24, MALACCA STREET.

Sold to MESSRS. HONG GUAN &amp; CO., LTD.,

14, TELOK AYER STREET.

Term: Cash in Silver or Bank Notes:

Subject to conditions of sale of The Indian Chamber  
of Commerce, Singapore.

10           50 Fifty Tons Zanzibar Cloves Second Grade,  
December Shipment @ \$94½ per picul ex buyers go-  
down.

20           Delivery to be taken within ..... days from  
date. In default of delivery being taken within  
the stipulated time, the undersigned have the op-  
tion, without any notice to the Purchaser, of  
either cancelling the above sale, or of selling the  
goods by public or private sale at the risk and ex-  
pense of the Purchaser, or of retaining them, and  
if the goods are retained the usual charges for  
storage and fire insurance (on the value of the  
said goods) will be charged and also interest at  
the rate of 12 per cent per annum from the date on  
which delivery should have been taken.

Subject to force majeure and shipment.

It is at the option of the seller to demand  
cash before or any time after delivery of goods.

30           N.B.- Buyers must examine the goods before deliv-  
ery, and no complaint may be made after delivery  
of same.

Bearing interest at 24% per annum after due  
date of this order.

Tare Four Catties per Bag.

Broker for Vendor and Purchaser.       Sd. R.Jumabhoy

Sd. Illegible

R.JUMABHOY &amp; SONS LTD.

"AB"Agreed Bundle  
of Documents  
- continued.



Plaintiff's  
Exhibits.

"AB"

Agreed Bundle  
of Documents  
- continued.

EXHIBIT "P3"

HONG SENG SAGO MANUFACTURING CO.

Office: 14, Telok Ayer St. Singapore. Tel.6572.

Factory: 9 $\frac{3}{4}$  m.s. Bukit Timah, Singapore.  
Tel.86214.

Messrs. MAKHANLALL & CO., Singapore,  
20, Malacca Street. 24th November 1950.

We confirm having this day sold to you

GOODS: CLOVES  
QUANTITY: 25 Tons only (TWENTY FIVE TONS ONLY) 10  
QUALITY: Zanzibar Second Grade - as received  
from the steamer.  
PRICE: S.S. \$99/- per picul (Ninety nine only)  
SHIPMENT: December 1950.  
DELIVERY: At buyer's godown.  
PAYMENT: Cash against delivery.  
PACKING: As usual.  
REMARKS: Subject to the safe arrival of the  
steamer and alls force majeure.  
BROKER: Kim Hong. 20

confirmed by  
MAKHANLALL & CO.,  
Sd. Makhanlall

HONG GUAN & CO., LTD.,  
No.14 Telok Ayer Street,  
SINGAPORE.

Sellers.

EXHIBIT "P4"

HONG SENG SAGO MANUFACTURING CO.

HONG GUAN & CO., LTD.,  
No.14, Telok Ayer Street,  
SINGAPORE. 30

Singapore, 24 NOV. 1950.

Messrs. Penachand & Co.,  
No. 71A, Market Street.

We confirm having this day sold to you:

GOODS: CLOVES.  
QUANTITY: 25 TONS ONLY (TWENTY FIVE TONS ONLY)

QUALITY: ZANZIBAR SECOND GRADE as received from  
the steamer.

Plaintiff's  
Exhibits.

PRICE: S.S. \$99/- per picul. NETT. (DOLLARS NINETY  
NINE ONLY)

"AB"

SHIPMENT: DECEMBER, 1950.

Agreed Bundle  
of Documents  
- continued.

DELIVERY: AT BUYERS GODOWN.

PAYMENT: CASH AGAINST DELIVERY.

PACKING: AS USUAL.

10 REMARKS: SUBJECT TO THE SAFE ARRIVAL OF THE  
STEAMER AND ALLS FORCE MAJEURES.

HONG GUAN & CO., LTD.,  
No.14, Telok Ayer Street,  
SINGAPORE.

Confirmed by:

PANACHAND & CO.,  
71A, Market St.,  
SINGAPORE.

Sellers.

Sd. Illegible.

ph.j. 4660/50

22977  
3, Malacca Street,  
December 29, 1950.

20 Messrs. R. Jumabhoy & Sons Ltd.,  
24, Malacca Street,  
Singapore.

Dear Sirs,

re 50 tons Zanzibar Cloves 2nd Grade  
December Shipment at \$94½ per picul  
ex buyer's godown.

30 We are instructed by Messrs. Hong Guan & Co.,  
Ltd., of No.14, Telok Ayer Street, Singapore, to  
state that they bought of you for December shipment  
the above goods as per Contract No.106 dated the  
7th day of November 1950.

Our clients say that they had verbally request-  
ed you to deliver the said goods but you have not  
done so.

40 The term of sale of the said goods is cash on  
delivery. Our clients are ready and willing to ex-  
amine the said goods before delivery at their go-  
down and make payment for same in accordance with  
the term of the said contract and would wish you to  
make immediate arrangements for this to be done to-  
day by 2.30 p.m.

Yours faithfully,

Sd. Illegible.

Plaintiff's  
Exhibits.

"AB"

Agreed Bundle  
of Documents  
- continued.

RODYK & DAVIDSON

Our Ref: FGV/F

29th December, 1950.

Dear Sirs,

re 50 tons Zanzibar Cloves 2nd Grade  
December Shipment at  $\$94\frac{1}{2}$  per picul  
ex buyer's godown.

Your letter of the 29th December was brought to us at 2.15 by our client who informed us that it was received by him at 12.30.

We had written a letter to your client and it was despatched just before we received your letter.

10

We are instructed to deny the 2nd paragraph of your letter to the effect that a request to deliver was made.

We confirm our telephone that our copy of the contract does not provide for delivery in December. December shipment is stipulated and the contract is subject to force majeure and shipment.

We have advised your client that his shipment has not been effected by Zanzibar suppliers and he was to consider the contract as cancelled.

20

Yours faithfully,

Sd. Rodyk & Davidson.

Messrs. Philip Hoalim & Co.,

RECEIVED  
29/12/50  
Intld.

RODYK & DAVIDSON

Our Ref: FGV/F

29th December, 1950.

Dear Sirs,

Contract No.106 - 50 tons  
Zanzibar 2nd grade cloves

30

We are directed by your sellers, Messrs. R. Jumabhoy & Sons Ltd., to inform you that your shipment was not effected by the Zanzibar suppliers.

Your contract was made subject to force majeure and shipment in consequence of which please consider your contract as cancelled.

Yours faithfully,

Sd. Rodyk & Davidson.

40

Messrs. Hong Guan & Co., Ltd.,  
14, Telok Ayer Street,  
Singapore.

M E M O R A N D U M

Singapore,  
30th December, 1950.

Plaintiff's  
Exhibits.

                      
"AB"

From: MAKHANLALL & CO.,  
Importers, Exporters, General  
Merchants & Commission Agents.  
P.O. Box 312,  
20, Malacca Street.

Agreed Bundle  
of Documents  
- continued.

10 To: Messrs. Hong Guan & Co., Ltd.,  
14, Telok Ayer Street,  
Singapore.

Dear Sirs,

Re: Your sale Contract dated: 24.11.50  
25 Tons Cloves Zanzibar Second Grade  
December 1950 Shipment from Zanzibar

20 Please let us know the name and the approxi-  
mate date of arrival of the steamer ex which you  
will deliver us the cloves as per your sale con-  
tract dated 24.11.50 referred above.

Your early reply will be much obliged.

Yours faithfully,  
MAKHANLALL & CO.,  
Sd. Makhanlall.

ph. j.

22977

January 3, 1951.

Messrs. Rodyk & Davidson,  
Singapore.

Dear Sirs,

30 re 50 tons Zanzibar Cloves 2nd Grade  
December Shipment at \$94½ per picul  
ex buyer's godown.

Your letter of the 29th ultimo was received by  
us the same day about 2.45 p.m. and your letter of  
the same date direct to our clients Messrs. Hong  
Guan & Co., Ltd., was received by our clients at 3  
p.m. on the same day.

40 As in your letters to us as well as to our  
clients you say the contract which our clients had  
with your clients must be regarded as cancelled we

Plaintiff's  
Exhibits.

"AB"

Agreed Bundle  
of Documents  
- continued.

have been instructed by our clients to issue a writ for damages for breach of contract forthwith and shall be glad to be informed whether you have instructions to accept service.

In this connection, we may mention that our clients in view of the contract they had with your clients on the 7th day of November 1950 had entered into a contract on the 24th November 1950 with Messrs. Makhanlall & Co., of 20 Malacca Street to sell 25 tons of the said goods and another 25 tons to Messrs. Panachand & Co., of No.71A Market Street on the same terms as our clients had bought from your clients, and these two purchasers are pressing our clients for the fulfilment of the said contracts which our clients had entered with them.

10

Yours faithfully,

Sd. Illegible.

RODYK & DAVIDSON

Our Ref: FGV/F

4th January, 1951.

Dear Sirs,

20

Contract No. 116 - 50 tons  
Zanzibar 2nd Grade Cloves.

We acknowledge receipt of your letter of the 3rd January.

We have instructions to accept service.

Yours faithfully,

Sd. Rodyk & Davidson.

Messrs. Philip Hoalim & Co.,

RECEIVED,

5/1/51.

Intld.

30

MALLAL & NAMAZIE  
NAM/OAA/298.50.

22A, Malacca Street,  
Singapore 1.  
5th January, 1951.

Plaintiff's  
Exhibits.

"AB"

Dear Sirs,

Agreed Bundle  
of Documents  
- continued.

Re Your Sale Contract dated 24.11.1950  
for the sale of 25 tons Cloves to  
Messrs. Makhanlal & Co.

---

10 We act for Messrs. Makhanlal & Co., of No.20  
Malacca Street, Singapore.

Our clients instruct us that you entered into  
a contract with them on the 24th November last for  
the sale to them of 25 tons Zanzibar Second Grade  
Cloves at \$99/- per picul shipment to be made in  
December 1950.

20 Our clients are getting rather anxious about  
the said Contract, and we now write to enquire when  
it is proposed by you to give delivery of the said  
goods. It would be appreciated if you would let  
us know the name of the steamer by which the goods  
are arriving and the approximate date of her ar-  
rival, so as to enable our clients to satisfy their  
buyers who in turn are pressing our clients for  
delivery.

Will you please let us have a reply hereto by  
return?

Yours faithfully,  
Sd. Mallal & Namazie.

30 Messrs. Hong Guan & Co., Ltd.,  
14, Telok Ayer Street,  
Singapore.

Plaintiff's Exhibits.

"AB"

Agreed Bundle of Documents - continued.

MALLAL & NAMAZIE

Our Ref: NAM/OAA/298.50.

Dear Sirs,

Singapore, 1.

12th January, 1951.

Re Your Sale Contract dated 24.11.50 in respect of 25 Tons Cloves

We refer you to our letter to you of the 5th instant, to which we regret to say we have yet received no reply.

Our clients instruct us that the only steamer which took on board shipments of Cloves during December was the s.s. "ETTRICKBANK" which is expected to arrive at Singapore on or about the 20th inst. Our clients want to know if the goods sold by you to them are on board the said steamer and whether on her arrival delivery of the said goods will be given to them. 10

Please let us hear from you during the next two days, otherwise our clients will have no alternative but to purchase the goods elsewhere and hold you responsible for the difference in prices. 20

Yours faithfully,

Sd. Mallal & Namazie.

Messrs. Hong Guan & Co., Ltd.,  
14, Telok Ayer Street,  
Singapore.

PANACHAND & COMPANY.

Singapore,  
15th January, 1951.

Messrs. Hong Guan & Co., Ltd.,  
14, Telok Ayer Street,  
SINGAPORE.

30

Dear Sirs,

Your Contract dated 24/11/50 for 25 Tons Cloves Zanzibar - December Shipment.

We refer to your above Sale Contract and would like to inform you that please deliver the goods to M/s. Hiang Kie Ltd., of 141/3 & 155, Cecil St.

Yours faithfully,

PANACHAND & CO.,

Sd. Illegible.

MALLAL & NAMAZIE  
Our Ref: NAM/OAA/298.50

Singapore, 1.  
17th January, 1951.

Plaintiff's  
Exhibits.

Dear Sirs,

Re Your Sale Contract dated 24.11.50  
in respect of 25 Tons Cloves.

"AB"  
Agreed Bundle  
of Documents  
- continued.

We refer you to our letter of the 12th instant.

We regret to say that we have yet received no  
reply either to our letter of the 5th instant or  
to our letter of the 12th instant.

10 Our clients instruct us to enquire again  
whether you will be able to give delivery of the  
goods in question on the arrival of s.s. "ETTRICK-  
BANK".

Please note that our clients will take such  
action as they may be advised to enforce their  
right, if delivery is not given within reasonable  
time after the arrival of the said steamer at Sin-  
gapore.

Yours faithfully,

20 Sd. Mallal & Namazie.

Messrs. Hong Guan & Co., Ltd.,  
14, Telok Ayer Street,  
Singapore.

PH/K. 187/51

18th January, 1951.

To: Messrs. Mallal & Namazie,  
Singapore.

Dear Sirs,

Re Contract dated 24.11.50 in  
respect of 25 tons Cloves.

30 Your letters of the 5th and 12th instant on  
behalf of Messrs. Makhanlal & Co., 20, Malacca  
Street, Singapore to Messrs. Hong Guan & Co., Ltd.,  
have been handed to us with instructions to inform  
you the 25 tons cloves were a sub-sale to your  
client of a larger quantity of cloves which our  
clients bought from Messrs. Jumabhoy & Sons Ltd.,  
on the same terms.

Our Clients have pressed Messrs. Jumabhoy &  
Sons Ltd., for delivery of the cloves but they



Plaintiff's  
Exhibits.

"AB"

Agreed Bundle  
of Documents  
- continued.

replied on the 29th December 1950 to say that the Zanzibar supplies have not affected our client's shipment of cloves and our clients contract with them must be considered as cancelled.

We have instructions to commence action against Jumabhoy & Sons Ltd., for damages for breach of contract.

Yours faithfully,  
Sd. Illegible.

PH/K. 181/81.

18th January, 1951.

10

To: Messrs. Panachand & Company,  
No.16, Malacca Street,  
Singapore.

Dear Sirs,

Contract dated 24.11.50 for 25 Tons  
Cloves - Zanzibar - December shipment.

Your letter of the 15th instant to Messrs. Hong Guan & Co., Ltd., have been handed to us with instructions to inform you the 25 tons cloves were a sub-sale to you of a larger quantity of cloves which our clients bought from Messrs. Jumabhoy & Sons, Ltd., on the same terms.

20

Our clients have pressed Messrs. Jumabhoy & Sons Ltd., for delivery of the cloves but they replied on the 29th December 1950 to say that the Zanzibar suppliers have not effected our clients' shipment of cloves and our clients contract with them must be considered as cancelled.

We have instructions to commence action against Jumabhoy & Sons, Ltd., for damages for breach of contract.

30

Yours faithfully,  
Sd. Illegible.

RODYK & DAVIDSON,  
Our Ref: KG/N.

24th January, 1951.

Plaintiff's  
Exhibits.

Dear Sirs,

Your Ref: PH/K/188/51.  
Contract dd. 11.4.50.  
25 Tons of Cloves.  
Zanzibar December shipment.

"AB"

Agreed Bundle  
of Documents  
- continued.

10 Your letter of the 18th inst., addressed to our clients, Messrs. Panachand & Co., has been handed to us.

Our clients state that they note the contents of your letter and will give us their instructions in due course.

We shall write to you further on receipt of our clients' full instructions.

Yours faithfully,  
Sd. Rodyk & Davidson.

Messrs. Philip Hoalim & Co.,

20 RECEIVED 5/1/51.  
Intld.

RODYK & DAVIDSON,  
Advocates & Solicitors,  
Notaries Public  
Commissioner for Oaths.  
Our Ref: KG/N.

Chartered Bank Chambers,  
Singapore.  
30th January, 1951.

Dear Sirs,

Your Ref: PH/K/180/51.  
Contract dd. 24.11.50.  
25 tons of Cloves Zanzibar -  
December shipment.

30

Further to our letter of the 24th inst., our client now informs us that the cloves sold to our client by your clients, Hong Guan & Co., Ltd. have arrived.

Our client has therefore instructed us to inform you that unless your clients deliver the cloves contracted to be sold he will be forced to buy in the market, and proceedings instituted against your

Plaintiff's Exhibits.

"AB"

Agreed Bundle of Documents - continued.

clients for the recovery of any difference in price.

Yours faithfully,

Sd. Rodyk & Davidson.

Messrs. Philip Hoalim & Co.

RECEIVED  
31/1/51.

MALLAL & NAMAZIE  
Advocates & Solicitors.

Tel: 22372/21188

22A, Malacca Street,  
Singapore.

Our Ref: NAM/OAA/298.50.

31st January, 1951.

10

Dear Sirs,

Re Contract dated 24.11.50 in  
respect of 25 tons Cloves

MAKHANLALL & CO., and HONG GUAN  
& CO.

We refer you to the previous correspondence herein.

Your clients have not yet given delivery of the goods under the above contract. December shipments from Zanzibar have already arrived in Singapore and other dealers have received deliveries. Our clients therefore call upon your clients to give immediate delivery of the goods sold by them under the above Contract. If delivery is not given within 24 hours from the receipt hereof our clients will institute proceedings for damages for non-delivery.

20

Yours faithfully,

Sd. Mallal & Namazie.

30

Messrs. Philip Hoalim & Co.,  
Singapore.

RECEIVED  
31.1.51.

MALLAL & NAMAZIE,  
Advocates & Solicitors.

22A, Malacca St.,  
Singapore, 1.

Plaintiff's  
Exhibits.

Our Ref: NAM/OAA/298.50.

3rd February, 1951.

                      
"AB"

Dear Sirs,

Makhanlall & Co., and Hong Guan & Co.

Agreed Bundle  
of Documents  
- continued.

With reference to the previous correspondence herein we are issuing Writ today, and we shall be glad if you will let us know if you will accept service on behalf of your clients.

10

Yours faithfully,

Sd. Mallal & Namazie.

Messrs. Philip Hoalim & Co.,  
Singapore.

RECEIVED  
5/2/51.

PH/K. 1006/51.

4th April, 1951.

Messrs. Mallal & Namazie,  
Singapore.

Dear Sirs,

20

Suit No. 79 of 1951  
Makhanlal trading as Makhanlal  
& Co., vs. Hong Guan & Co., Ltd.

On perusing the Statement of Claim in the above suit we think that there is a mistake in paragraph 3 thereof and we shall be obliged if you will let us know whether you propose to amend same before we file our client's statement of defence.

Please let us hear from you by return.

Yours faithfully,

Sd. Illegible.

Plaintiff's  
Exhibits,

"AB"

Agreed Bundle  
of Documents  
- continued.

Mallal & Namazie  
Advocates & Solicitors.

22A, Malacca Street,  
Singapore, 1.

5th April, 1951.

Our Ref: NAM/OAA/

Dear Sirs,

Suit No. 79 of 1951

Makhanlall & Co., v. Hong Guan & Co.

We are in receipt of your letter of yesterday's date.

Please note that unless the Defence is filed within 48 hours we shall proceed in default. 10

By an error the purchase price of the cloves has been given, in paragraph 3 of the Statement of Claim, as \$99/- per ton. It should, of course, be \$99/- per picul.

Yours faithfully,

Sd. Mallal & Namazie.

Messrs. Philip Hoalim & Co.,  
Singapore.

RECEIVED  
5/4/51. 20

RODYK & DAVIDSON,  
Advocates & Solicitors,  
Notaries Public.

Chartered Bank Chambers,  
Singapore.

19th April, 1951.

Our Ref: KG/PSL.  
Your Ref: PH/K/180/51.

Dear Sirs,

Contract dated 24.11.50 for  
25 tons of cloves. Zanzibar  
December shipment.

We refer to previous correspondence in this matter. 30

We have now been instructed to issue proceedings against your client Messrs. Hong Guan & Co., Ltd., Have you instructions to accept service?

Yours faithfully,

Sd. Rodyk & Davidson.

Messrs. Phillip Hoalim & Co.

RECEIVED  
19/4/51.

Mallal & Namazie,  
Advocates & Solicitors,  
Commissioners for Oaths.

22A, Malacca Street,  
Singapore, 1.

27th April, 1951.

Plaintiff's  
Exhibits.

"AB"

Our Ref: NAM/OAA/

Dear Sirs,

Suit No.97 of 1951

Makhanlall trading as  
Makhanlall & Co.,

-v-

Hong Guan & Co., Ltd.

Agreed Bundle  
of Documents  
- continued.

10

With reference to the Defence filed herein we shall be glad if you will let us have the following particulars of the allegations made in the Defence.

20

It is alleged in paragraph 3 of the Defence that the Defendant informed the Plaintiff that the alleged sale of cloves to him was a sub-sale of part of the cloves the Defendant had bought from R. Jumabhoy & Sons Ltd., under a contract dated the 7th day of November 1950, and that the Plaintiff had agreed that his contract with the Defendant would be operative only upon the delivery of cloves to the Defendant by R. Jumabhoy & Sons Ltd. Will you please let us know the time and date when the Defendant is alleged to have informed the Plaintiff that the sale was a sub-sale. Please also let us know whether the said information was given to the Plaintiff orally or in writing. If in writing please identify the document.

30

Please also let us know when and where the Plaintiff agreed that his contract with the Defendant would be operative only upon the delivery of cloves to the Defendant by R. Jumabhoy & Sons Ltd. Please also let us know if the said agreement was verbal or in writing and if it was in writing please identify the document.

Yours faithfully,

Sd. Mallal & Namazie.

40

Messrs. Philip Hoalim & Co.,  
Singapore.

RECEIVED  
28/4/51.

Plaintiff's Exhibits.

"AB"

Agreed Bundle of Documents - continued.

PH/K. 1818/51.

16th May, 1951.

Messrs. Mallal & Namazie, Singapore.

Dear Sirs,

Suit No. 79 of 1951  
Makhanlal trading as Makhanlall & Co.  
vs.  
Hong Guan & Co. Ltd.

With reference to your letter of the 27th ultimo, we have to inform you that the Defendant informed the Plaintiff on the day of the signing of the contract between the Defendant and Plaintiff at the Defendant's premises No.14 Telok Ayer Street, Singapore, on the 24th day of November 1950 at about 2.30 p.m. that the alleged sale of cloves to the Plaintiff was a sub-sale of part of the cloves the Defendant had bought from R. Jumabhoy & Sons Ltd., under a contract dated the 7th November 1950 whereby the latter sold the Defendant 50 tons of December shipment of cloves from Zanzibar and the Plaintiff readily agreed that his contract with the Defendant would be operative only upon the delivery of cloves to the Defendant by the said R. Jumabhoy & Sons Ltd.

10

20

Yours faithfully,  
Sd. Illegible.

Mallal & Namazie  
Advocates & Solicitors,  
Commissioner for Oaths.

22A, Malacca Street,  
Singapore, 1.

17th May, 1951.

Our Ref: NAM/OAA/

30

Dear Sirs,

Suit No. 79 of 1951  
Makhanlall trading as Makhanlall & Co.,  
-v-  
Hong Guan & Co., Ltd.

We are in receipt of your letter of even date.

In your letter you state that the Defendant informed the Plaintiff on the day of the signing of the contract that the alleged sale was a sub-sale, etc.

40

Your client is a limited company and the alleged information must have been given by the Company by one of its officers. Will you please let us know which officer of the Defendant Company informed the Plaintiff that the alleged sale of cloves to the Plaintiff was a sub-sale, etc.?

Plaintiff's Exhibits.

—————  
"AB"

Will you please let us hear from you by return.

Agreed Bundle of Documents - continued.

Yours faithfully,

10

Sd. Mallal & Namazie.

Messrs. Philip Hoalim & Co.,  
Singapore.

RECEIVED:  
18/5/51.

PH/K. 2549/51

22nd June, 1951.

Messrs. Rodyk & Davidson,  
Singapore.

Dear Sirs,

20

Suit No. 85 of 1951  
Hong Guan & Co., Ltd. vs. R.  
Jumabhoy & Sons Ltd.

Your client's defence in the above suit is long overdue and unless the same is filed by the 28th instant our instructions are to apply for Judgment.

Yours faithfully,

Sd. Illegible.

PH/K. 3336/51

28th August, 1951.

30

Messrs. Mallal & Namazie,  
Singapore.

Dear Sirs,

Suit No. 79 of 1951  
Makhanlall trading as Makhanlall & Co.,  
-vs- Hong Guan & Co., Ltd.,

We send you herewith our cheque for the sum of \$28,000/- being in full settlements of your client's claim and agreed costs in the above action.

Kindly acknowledge receipt.

Yours faithfully,

40

Encl.

Sd. Illegible.



1951

## EXHIBIT "A"

1951

Plaintiff's  
Exhibits.

B/L No.	Date	Shipment Port	Steamer	Shipper	Account of	Mark	Quantity	Goods	Weight	Value	Steamers Arrival	Delivery Date	Where Stored	Remarks
	30.11.50	Zanzibar	Tjibadak	M. Suleiman Versi	Self	MSV S'pore	1,210 Bales	Cloves	223,850	£19,986.12. 2	23. 1.51	1.2.51	Sold ex steamer 5.2.51.	
249		Bombay	Orna	Eastern Commercial Agency	Shipper	ECA 4017 17/21 S'pore	5 Bales	Grey Cotton Sheeting	8,000 yds.		10.12.50			
13	21.12.50	Zanzibar	Ettrickbank	M. Suleiman Versi	Self	MSV S'pore	610 Bales	Cloves	112,850lbs	£10,075.17.10	20. 1.51	1.2.51	374 Bundles stored at 33 Alkaff Quay and remaining sold 5.2.51.	
13	30.11.50	Zanzibar	Tjibadak	M. Suleiman Versi	Self	MSV S'pore	600 Bales	Cloves	111,000lbs	£ 9,910.14. 3	25. 1.51	1.2.51	Sold ex steamer 5.2.51.	
3	29.11.50	Zanzibar	Tjibadak	Fazal Mohd.Champri	Self	FMC S'pore	605 Bales	Cloves	335,775lbs	£30,729. 8. 2	25. 1.51	1.2.51	Sold ex steamer 5.2.51.	
14	30.11.50	Zanzibar	"	" " "	"	FMC S'pore	605 "	"						
17	30.11.50	Zanzibar	"	" " "	"	Champri S'pore	605 "	"						
7	26. 1.51	Zanzibar	Straat Soenda	Fazal Mohd.Champri		FMC S'pore	302 Bales	Cloves	55,870	£ 6,185.12. 2	16. 2.51	21.2.51	Stored at 33 Alkaff Quay 21.2.51.	

"A"  
Import and  
Export Book.

EXHIBIT "B"

CABLE & WIRELESS LTD.

30 Nov. 1950

45918

Z DP 72 ZANZIBAR 19 30 1150

RAJABJUMA SINGAPORE =

PURCHASED FIFTY TONS 142/= AND FIFTY  
TONS 143/= FREIGHT SECURED AWAITING  
CREDITS TJIBADOK SAILING TOMORROW MORNING  
COCOANUTS.

Plaintiff's  
Exhibits.

"B"

Cablegram No.  
45918 from  
Fazal Mohamed  
Champsy to  
Defendant.

30th November,  
1950.

10

EXHIBIT "P1"

N.V. KONINKLIJKE PAKETVAART-MAATSCHAPPIJ

MESSRS. LAYCOCK & ONG,  
NUNES BUILDING,  
MALACCA STREET,  
SINGAPORE, 1.

SINGAPORE, (1)  
7th April, 1955

Your Ref. KSC/LSS/457  
Our Ref: EMH/AJ/R.58.

Letter from  
N.V. Koninklijke  
Paketvaart  
Maatschappij  
to Laycock &  
Ong.

7th April 1955.

20

S.S. "TJIBADAK" - S.S. "TJIPONDOK"

We have for acknowledgment your above noted  
letter dated 5th April.

Here again we regret we are unable to let you  
have the information required without a reference  
back to our Principals. We can however confirm  
that the "Tjibadak" did arrive here from South  
African Ports on 25th January 1951.

30

We await to hear from you whether you wish us  
to obtain this information in view of the delay  
involved in obtaining same as indicated in previous  
correspondence in this series.

Yours faithfully,

N.V. KONINKLIJKE PAKETVAART-MAATSCHAPPIJ

Sd. Illegible.

As Agents: ROYAL INTEROCEAN LINES.

Plaintiff's  
Exhibits.

EXHIBIT "P2"

"P2"  
Letter from  
N.V. Koninklijke  
Paketaart-  
Maatschappij to  
Laycock & Ong.  
11th May, 1955.

N.V. KONINKLIJKE PAKETVAART-MAATSCHAPPIJ

MESSRS. LAYCOCK & ONG,  
NUNES BUILDING,  
MALACCA STREET,  
SINGAPORE 1.

SINGAPORE, (1)  
11th May, 1955

Dear Sirs,

Re: (1) M.S. "Tjibadak"  
(2) M.S. "Tjipondok"

10

1. We refer to correspondence on the above subject ending with your letter of 18th April.
2. Kindly be advised that the "Tjibadak" (which arrived here on 25th January, 1951 and which is referred to in the above noted correspondence) left Zanzibar on 1st December, 1950.

Yours faithfully,

N.V. KONINKLIJKE PAKETVAART-MAATSCHAPPIJ

Sd. Illegible.

As Agents: ROYAL INTEROCEAN LINES.

20

"P3"

Contract  
between  
Plaintiff and  
Makhanlall &  
Co.

24th November,  
1950.

EXHIBIT "P3"

HONG SEND SAGO MANUFACTURING CO.

MESSRS. MAKHANLALL & CO.,  
20, Malacca Street.

SINGAPORE,  
24th November, 1950.

We confirm having this day sold to you:

GOODS: CLOVES  
QUANTITY: 25 Tons Only (Twenty Five Tons Only)  
QUALITY: Zanzibar Second Grade - as received  
from the steamer.  
PRICE: S.S. \$99/- per picul (Ninety nine only)  
SHIPMENT: December 1950.  
DELIVERY: At buyer's godown.  
PAYMENT: Cash against delivery.  
PACKING: As usual.

30

REMARKS: Subject to the safe arrival of the steamer and all force majeure.

Plaintiff's Exhibits.

BROKER: Kim Hong.

"p3"

HONG GUAN & CO., LTD.,  
14, TELOK AYER STREET,  
SINGAPORE.

Contract between Plaintiff and Makhanlall & Co.

Confirmed by: (Sellers)

MAKHANLALL & CO.,  
Sd. MAKHANLALL.

24th November, 1950  
- continued.

10

EXHIBIT "P4"

"P4"

HONG SENG SAGO MANUFACTURING CO.

SINGAPORE,  
24th November, 1950.

Contract between Plaintiff and Panachand & Co.

MESSRS. PANACHAND & CO.,  
No.71A, Market Street.

24th November, 1950.

We confirm having this day sold to you:

GOODS: CLOVES

QUANTITY: 25 TONS ONLY (TWENTY FIVE TONS ONLY)

20

QUALITY: ZANZIBAR SECOND GRADE - as received from the steamer.

PRICE: S.S. \$99/- per picul. NETT. (DOLLARS NINETY NINE ONLY)

SHIPMENT: DECEMBER 1950.

DELIVERY: AT BUYERS GODOWN.

PAYMENT: CASH AGAINST DELIVERY.

PACKING: AS USUAL.

REMARKS: SUBJECT TO THE SAFE ARRIVAL OF THE STEAMER AND ALLS FORCE MAJEURES.

BROKER: KIM HONG.

30

HONG GUAN & CO., LTD.,  
No.14, Telok Ayer Street,  
SINGAPORE.

Confirmed by: (Sellers).

Panachand & Co.

Sd.

Plaintiff's  
Exhibits.

EXHIBIT "P5"

	1951	C L O V E S		<u>Purchases</u>	<u>Sales</u>
"P5" Ledger (Page 140)	Jan. 6	To Tui Hoa Trading Co. 25 tons Cloves	CB1	44489.50	
		By Tay Hin Guan Bros. 25 tons Cloves	"		43250.58
	22	To Faral Bhanji 50 tons Cloves	"4	112637.15	10
		" " "	"5	85298.83	
	26	To Faral Bhanji 40 tons Cloves	"	73389.37	
		By K.Ramanlal - Profit on Cloves	88 "		1680.00
	27	" " " " 90	"		2089.50
		" " " " 93	"		2925.40
	30	" Desai & Co. - 25 tons 95	"6		42595.25 20
	31	" Soe Hai Guan - 25 tons 99	"		44646.82
		" Jumabhoy & Sons - Profit 89	"		4032.00
		" M.Jamnadas & Co. - 10 tons 97	"		23109.77
		To Himathal - Loss	"	5836.39	
	Feb. 2	" Kian Seng Trading Co. - Loss	"7	20685.00	
		" Noman Choy Abdeali - 10 tons	"	14375.66	30
		" Rasoolbhoy - 25 tons	"	44716.27	
		By Bau Choon - 25 tons 102	"		44101.05
		" M.Jamnadas - 10 tons 100	"		14709.03
		" B. Gopaldas - 15 tons 107	"		38305.11
		" Himathal - 20 tons 104	"		34412.39 40

	1951	C L O V E S		<u>Purchases</u>	<u>Sales</u>	Plaintiff's Exhibits.
	Feb. 3	By M. Jamnadas - 25 tons	106 CB7		69877.80	
	"	Sin Hoa Trading Co. - 25 tons	105 "		42321.02	"p5" Ledger (Page 140) - continued.
	5	" Baloobhai & Sons - 25 tons	107 "8		42410.54	
		To Faral Bhanji	J4	18310.00		
10	8	" Chaganlal Sauchand	CB8	17192.19		
		By Banshidar Gopaldas	108 "		1547.42	
		" M. Jamnadas - 25 Tons	112 "		72297.36	
	12	To Faral Bhanji - 75 Tons	"9	160043.63		
		By Himatlal	"		433.58	
	13	" Makhanlal	"10		28369.80	
	16	To Jumabhoy - Diff.	"	252.00		
			C/F	597225.99	553114.42	
20	17	By Makhanlal & Co.	130 CB11		14301.69	
		Manilal & Sons	131 "		14886.69	
	19	To Faral Bhanji - 25 tons	"	70054.92		
	21	By M. Jamnadas - 25 tons	138 "12		116980.20	
		To Faral Bhanji - Deposit on a/c	J4	900.00		
30		" " " "	J8	4000.00		
	Mar. 3	By M. Jamnadas - 4 B'dles Cloves	145 CB15		944.30	
	14	To Faral Bhanji - 25 tons	" 16	70183.96		
		" " " "	"	75937.21		
	17	Fakra -	" 17	106308.00		
		" -	"	137216.11		
40		Desai - Difference	"	37380.00		

Plaintiff's Exhibits.

"P5"  
Ledger  
(Page 140)  
- continued.

1951	C L O V E S		<u>Purchases</u>	<u>Sales</u>
Mar.17	By So Huat Hup Kee - 25 tons			
		149 CB17		87918.60
20	To K.M.Ramlal - 15 tons	" 18	51401.60	
	" A.Mohamedally - 25 tons	" 18	94148.30	
	" Faura - L/c 188	" "	128616.86	
	" " - L/c 2890	" "	47117.24	10
	" " - L/c 504	" "	79318.41	
	" " - L/c 535	" "	85697.47	
	" " - L/c 90	" "	58890.16	
21	" K.Ramanlal - 20 tons Cloves	" 19	17217.48	
	" Sin Hoa Trading Co.	" "	4179.00	
	By " " "			
	25 tons	159 "		124641.10
	" " " " " "			20
		157 "		58744.00
	" Baloobhai & Sons - 300 bales Cloves	155 "		94114.71
	" Sin Hoa Trading Co. - 15 tons	156 "		56416.50
22	To Makhanlal & Co. - 50 tons Cloves	" "	50148.00	30
	By Soe Hai Guan - 25 tons Cloves	161 "		60790.51
	" Thay Hin Gwan - 500 bags Cloves	164 "		69142.40
27	To Fakra - 25 tons Cloves	" 20	71373.97	
	By Ban Choon - 25 tons	165 "		57629.28
	" Soe Hai Guan	165A "		63685.48
		C/F	1787314.68	1373309.88

EXHIBIT "P6"  
FAZAL BHANJI & CO.

BE.34/No.805

Zanzibar,  
4th December 1950

Plaintiff's  
Exhibits.

"P6"

Invoice of  
Fazal Bhanji  
& Co.

4th December,  
1950.

INVOICE of 604 Bales of Zanzibar Cloves Grade II  
Shipped per S.S. Tjibadak

from Zanzibar to Singapore

10 Sold to Messrs. Panachand & Company,  
16, Malacca Street,  
Singapore  
28-11-50

MARKS Invoice No.216 Contract dated 29-11-50.

FB/SINGAPORE 302  
FB/l/ " 302

20 604 Bales of Zanzibar CLOVES Grade  
II. Each bale weighing nett  
185 lbs. Total nett 111740 lbs.  
at £200/- stg. per ton (2240  
lbs.) cif. Singapore Zanzibar  
nett shipping weights  
£9,976-15-10

LESS

Freight at per ton of 2240 lbs.

Payable at

Prepaid Freight prepaid at Zanzibar.

30 Draft at --- Sight D/P through Messrs.  
The Standard Bank of South Africa Ltd.  
for £9,976-15-10  
Under E.B.Ltd. Singapore L/c No.2615  
of 4-12-50

Weight Certificates Nos.2610/50 & 2611/50  
Certificates of Origin Nos. 736 & 741.

Insured: WPA/ War etc. for £s 5490-, & 5490-stg.  
with N.Z. Ins. Co. Ltd. Policies Nos. Z/50/6399 &  
Z/50/6400.

Bill of Lading dated 30-11-50 Nos. 1 & 2.

pp. FAZAL BHANJI & CO.

Sd.

40

E. & O. E.



Plaintiff's Exhibits.

EXHIBIT "P7"

NORTHWARDS

INDIAN-AFRICAN LINE - ORIENTAL AFRICAN LINE  
THE BANK LINE LIMITED

"P7"  
Bill of Lading No.38.  
23rd December, 1950.

Stamp  
50 cents  
Zanzibar

London.

Voyage .....  
B/L No. 38

M & CO.  
SINGAPORE 302 BALES CLOVES

'Exship'  
'Receiving, Storing,  
delivery charges and  
Lighterage charges if  
any, to be paid by  
Consignees'

10

"All the terms, provisions and conditions of the Zanzibar Carriage of Goods by Sea Decree, 1926 and the schedule thereto are to apply to the Contract contained in this Bill of Lading, and the Company are to be entitled to the benefit of all privileges, rights and immunities contained in such Decree, and the schedule thereto as if the same were therein specifically set out. If anything herein contained be inconsistent with the said provisions it shall to the extent of such inconsistency and no further be null and void"

20

"It is hereby expressly further agreed in pursuance of the provisions of Article 7 of the Schedule to the said Act That the carriers liability, prior to the loading on and subsequent to the discharge from the ship, shall be governed by the conditions and exceptions of this Bill of Lading.

STANDARD BANK  
OF S. A. LTD.  
Zanzibar  
Branch  
BE 34/ No.844  
Due .....

30

Notify party:-  
Makhanlal & Co.,  
Singapore.

40

RATES Said to weigh @ Shs. 150/- Nett 20 cwt. =  
OF Tons 26.5.3.6. £ 197. 3. 6  
FREIGHT @ per ton of Total Nett freight prepaid

FREIGHT DUE ON SHIPMENT AND PAYABLE SHIP.

SHIPPED in apparent good order and condition by  
 Pardhan Ladak in and upon the SCREW Vessel  
Steamer M/v  
 "ETTRICKBANK" and now lying in the port of ZANZIBAR  
 and bound for SINGAPORE

Plaintiff's  
 Exhibits.

"p7"

Bill of Lading  
 No.38.

23rd December,  
 1950

- continued.

10

THREE HUNDRED AND TWO ONLY --- Packages Merchandise  
 being marked and numbered as above and are to be  
 delivered subject to the exceptions and conditions  
 hereinafter mentioned in like good order and con-  
 dition, at or of Singapore unto Order or to his or  
 their Assigns, Freight as per margin, for the said  
 goods to be paid before delivery, or the ship to  
 have a lien upon the said goods until freight is  
 paid. Average according to York Antwerp Rules,  
 1924.

IN WITNESS whereof the Master or Agents of the  
 said Ship hath affirmed to (2) Two Bills of Lading  
 all of this Tenor and Date one of which Bills being  
 accomplished, the other to stand void.

20

Dated in ZANZIBAR the day of Dec. 23 1950.

FOR THE AFRICAN MERCANTILE CO. LTD.  
 Sd.

Agent for Master.

EXHIBIT "P8"

"p8"

NORTHWARDS  
 INDIAN-AFRICAN LINE - ORIENTAL AFRICAN LINE  
 THE BANK LINE LIMITED

Bill of Lading  
 No.41.

Stamp  
 50 cents  
 Zanzibar

London.

Voyage .....  
 B/L No. 41

22nd December,  
 1950.

30

M V D  
 SINGAPORE 302 BALES CLOVES

'Exship'  
 'Receiving, Storing,  
 delivery charges and  
 Lighterage charges if  
 any, to be paid by  
 Consignees'

40

"All the terms, provisions and  
 conditions of the Zanzibar  
 Carriage of Goods by Sea Decree,  
 1926 and the schedule thereto  
 are to apply to the contract con-  
 tained in this Bill of Lading,  
 and the Company are to be entitled  
 to the benefit of all privileges,  
 rights and immunities contained in  
 such Decree, and the schedule  
 thereto as if the same were therein

Plaintiff's Exhibits.

"P8"

Bill of Lading No.41.

22nd December, 1950

- continued.

specifically set out. If anything herein contained be inconsistent with the said provisions it shall to the extent of such inconsistency and no further be null and void"

"It is hereby expressly further agreed in pursuance of the provisions of Article 7 of the Schedule to the said Act That the carriers liability, prior to the loading on and subsequent to the discharge from the ship, shall be governed by the conditions and exceptions of this Bill of Lading.

Bankers  
B.C.351 10  
Zanzibar

RATES Said to weigh @ Shs.150/- nett per ton of 20  
OF Tons: 26-3-0-12 cwts. = £196. 3. 4.  
FREIGHT @ per ton of Total nett Freight prepaid.

FREIGHT DUE ON SHIPMENT AND PAYABLE SHIP AND/OR CARGO LOST OR NOT LOST 20

SHIPPED in apparent good order and condition by MURARJI VISANJI & SONS in and upon the SCREW Vessel M/v "ETTRICKBANK" and now lying in the port of ZANZIBAR and bound for SINGAPORE.

THREE HUNDRED AND TWO ONLY -- Packages Merchandise being marked and numbered as above and are to be delivered subject to the exceptions and conditions hereinafter mentioned in like good order and condition, at or of Singapore unto Order of Eastern Bank Limited or to his or their Assigns, Freight as per margin, for the said goods to be paid before delivery, or the ship to have a lien upon the said goods until freight is paid. Average according to York Antwerp Rules, 1924. 30

IN WITNESS whereof the Master or Agents of the Ship hath affirmed to (2) Two Bills of Lading all of this Tenor and Date one of which Bills being accomplished, the other to stand void.

Dated in ZANZIBAR the day of Dec. 22 1950.

FOR THE AFRICAN MERCANTILE CO. LTD. 40  
Sd.

Agent for Master.

EXHIBIT "P9"

Plaintiff's Exhibits.

NORTHWARDS  
INDIAN-AFRICAN LINE - ORIENTAL AFRICAN LINE  
THE BANK LINE LIMITED

"P9"

Stamp  
50 Cents  
Zanzibar.

London.

Voyage .....  
B/L No. 42

Bill of Lading  
No. 42.

22nd December,  
1950.

10 M V D  
SINGAPORE 908 BALES CLOVES

'Exship'  
'Receiving, Storing,  
delivery charges and  
Lighterage charges if  
any, to be paid  
by consignees'

"All the terms, provisions and conditions of the Zanzibar Carriage of Goods by Sea Decree, 1926 and the schedule thereto are to apply to the contract contained in this Bill of Lading, and the Company are to be entitled to the benefit of all privileges, rights and immunities contained in such Decree, and the schedule thereto as if the same were therein specifically set out. If anything herein contained be inconsistent with the said provisions it shall to the extent of such inconsistency and no further be null and void"

20

30

"It is hereby expressly further agreed in pursuance of the provisions of Article 7 of the Schedule to the said Act That the carriers liability, prior to the loading on and subsequent to the discharge from the ship, shall be governed by the conditions and exceptions of this Bill of Lading.

..... Bankers  
B.C. 352  
ZANZIBAR.

40

RATES Said to weigh @ Shs.150/- nett per ton of 20  
Tons: 78-12-3-4 cwts. = £589-15-11  
OF  
FREIGHT .....@ per ton of Total Nett Freight  
prepaid.

FREIGHT DUE ON SHIPMENT AND PAYABLE SHIP AND/OR  
CARGO LOST OR NOT LOST

SHIPPED in apparent good order and condition by  
MURARJI VISANJI & SONS in and upon the SCREW

Plaintiff's Exhibits.

"p9"

Bill of Lading No. 42.

22nd December, 1950

- continued.

Vessel  
Steamer M/v "ETTRICKBANK" and now lying in the Port of ZANZIBAR and bound for SINGAPORE.

NINE HUNDRED AND EIGHT ONLY Packages Merchandise being marked and numbered as above and are to be delivered subject to the exceptions and conditions hereinafter mentioned in like good order and condition, at or of Singapore unto Order of Eastern Bank Ltd., or to his or their Assigns, Freight as per margin, for the said goods to be paid before delivery, or the ship to have a lien upon the said goods until freight is paid. Average according to York Antwerp Rules, 1924.

10

IN WITNESS whereof the Master or Agents of the said Ship hath affirmed to (2) Two Bills of Lading all of this Tenor and Date one of which Bills being accomplished, the other to stand void. Dated in ZANZIBAR the day of Dec. 22 1950.

FOR THE AFRICAN MERCANTILE CO. LTD.  
Sd.

Agent for Master.

20

"P10"

Bill of Lading No. 43.

22nd December, 1950.

EXHIBIT "P10"

NORTHWARDS  
INDIAN-AFRICAN LINE - ORIENTAL AFRICAN LINE  
THE BANK LINE LIMITED

Stamp  
50 Cents  
Zanzibar

London.

Voyage .....  
B/L No. 43

L M  
SINGAPORE 302 BALES CLOVES

'Exship'  
'Receiving, Storing,  
delivery charges and  
Lighterage charges if  
any, to be paid by  
consignees'

30

"All the terms, provisions and conditions of the Zanzibar Carriage of Goods by Sea Decree, 1926 and the schedule thereto are to apply to the contract contained in this Bill of Lading, and the Company are to be entitled to the benefit of all privileges, rights and immunities contained in such Decree, and the schedule thereto as if the same were therein specifically set out. If anything

40

herein contained be inconsistent with the said provisions it shall to the extent of such inconsistency and no further be null and void"

"It is hereby expressly further agreed in pursuance of the provisions of Article 7 of the Schedule to the said Act That the carriers liability, prior to the loading on and subsequent to the discharge from the ship, shall be governed by the conditions and exceptions of this Bill of Lading.

10

..... Bankers  
B.C.352  
Zanzibar.

Plaintiff's Exhibits.

"P10"

Bill of Lading No. 43.

22nd December, 1950.

- continued.

RATES Said to weigh @ Shs. 150/- per ton of 20 Tons. 26-3-0-12 Nett cwts. = £196.3.3

OF FREIGHT @ per ton of Total Nett Freight prepaid  
FREIGHT DUE ON SHIPMENT AND PAYABLE SHIP AND/OR CARGO LOST OR NOT LOST

20

SHIPPED in apparent good order and condition by Murarji Visanji & Sons in and upon the SCREW Vessel Steamer M/v "ETTRICKBANK" and now lying in the port of ZANZIBAR and bound for SINGAPORE

30

THREE HUNDRED AND TWO ONLY Packages Merchandise being marked and numbered as above and are to be delivered subject to the exceptions and conditions hereinafter mentioned in like good order and condition, at or of Singapore unto Order of Eastern Bank Ltd., or to his or their Assigns, Freight as per margin, for the said goods to be paid before delivery, or the ship to have a lien upon the said goods until freight is paid. Average according to York Antwerp Rules, 1924.

IN WITNESS whereof the Master or Agents of the said Ship hath affirmed to (2) Two Bills of Lading all of this Tenor and Date one of which Bills being accomplished, the other to stand void.

Dated in ZANZIBAR the day of Dec. 22 1950.

40

FOR THE AFRICAN MERCANTILE CO. LTD.  
Sd.

Agent for Master.

Plaintiff's  
Exhibits.

"P11"

Invoice of  
Ahmed  
Peermohamed  
Hirji.  
  
30th November,  
1950.

EXHIBIT "P11"

AHMED PEERMOHAMED HIRJI

"PIRAHIRJI"

Zanzibar,  
30th November, 1950

INVOICE OF: 605 Bales of Zanzibar Cloves Packages  
merchandise shipped per S.S.Tjibadak  
from Zanzibar to Singapore by order  
and for Account and risk of Messrs.  
Makhanlall & Company, Singapore.

10

Consignee

A.P.H. Semarang	605	Six hundred five bales of Zanzibar Cloves, Grade II, each bale nett weight 185 lbs. in all 111925 lbs. Tons 49.19.1.9 at L250/- per ton CIF Singapore	L12491 12 7
--------------------	-----	--	-------------

Draft at sight for L12491.12.7

Insurance covered for L13750/- with  
The South British Insurance Co.Ltd.  
marine, War, warehouse to warehouse  
to warehouse, theft, pilferage, non-  
delivery, fresh water, rain water,  
sea water, damage and damage from  
other cargoes.

20

E. & O. E.

P.P. Ahmed Peermahomed Hiriji  
Sd. MOP. Hiji.

Standard Bank of S.A. Ltd.  
Zanzibar Branch.

30

E 34 - No. 814

EXHIBIT "P12"  
PARDHAN LADAK

Zanzibar,  
28th January, 1951

INVOICE of 302 bales of Cloves Grade II shipped by PARDHAN LADAK of Zanzibar on account and risks of M/s Makhanlall & Co., of Singapore by "Straatsoenda" to Singapore.

Plaintiff's  
Exhibits.

"P12".

Invoice of  
Pardhan Ladak.  
28th January,  
1951.

10	<u>Marks</u>	<u>CONTENTS</u>	<u>Amount</u>
	M & Co. SINGAPORE 55870 lbs. nett	302 bales of cloves Grade II each bale con- taining 185 lbs nett total at £308/- per ton cif Singapore	£7682. 2. 6
			<u>£7682. 2. 6</u>

p.p. PARDHAN LADAK  
Sd. Illegible.

20	<u>EXHIBIT "P13"</u> <u>AHMED PEERMOHAMED HIRJI</u> <u>"PIRAHIRJI"</u>	<u>Amount</u>
	Zanzibar, 12th January, 1951.  INVOICE of 605 Bales of Zanzibar Cloves Packages merchandise shipped per S.S. Straat Soenda from Zanzibar to Singapore by order and for Account and risk of Messrs. Makhanlall & Company, Singapore	"P13" Invoice of Ahmed Peermohamed Hirji. 12th January, 1951.

30	A.P.H. SINGAPORE	605 Six hundred five bales of Zanzibar Cloves, Grade II, each bale nett weight 185 lbs. in all 111925 lbs Tons. 49.19.1.9. at £315/- per ton CIF Singapore	L15739 10 -
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Plaintiff's  
Exhibits.

"P13"

Invoice of  
Ahmed  
Peermohamed  
Hirji.  
12th January,  
1951  
- continued.

Draft at sight for L15739.10.

E. & O. E.

p.p. Ahmed Peermahomed Hirji  
Sd. MOP. Hiji.

Standard Bank of S.A. Ltd.  
Zanzibar Branch.

BE 35/ No.65.

"P14"

Invoice of  
Ahmed  
Peermohamed  
Hirji.  
12th January,  
1951.

EXHIBIT "P14"

Zanzibar,  
12th January, 1951 10

AHMED PEERMOHAMED HIRJI

"PIRAHIRJI"

INVOICE of 302 Bales of Zanzibar Cloves  
Packages merchandise shipped per S.S.  
Straatsoenda from Zanzibar to Singapore  
by order and for account and risk of  
Messrs. Makhanlall & Co., Singapore.

A.P.H. SINGAPORE	302	Three hundred two bales of Zanzibar Cloves, Grade II, each bale nett weight 185 lbs. in all 55870 lbs. Tons 24.18.3.10 at L288/- per ton CIF Singapore	20
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L7183 5 9

Draft at sight for L7183.5.9.

E. & O. E.

p.p. Ahmed Peermahomed Hirji  
Sd. MOP. Hiji

Standard Bank of S.A. Ltd.  
Zanzibar Branch,

BE 35/ No. 64

30

EXHIBIT "P15"  
MURARJI VISANJI & SONS

Zanzibar,  
27th January, 1951.

Messrs. Makhanlall & Company,  
20, Malacca Street,  
Singapore.

Plaintiff's  
Exhibits.

"P15"

Invoice of  
Murarji  
Visanji & Sons.

27th January,  
1951.

10 INVOICE of 50 tons Cloves Zanzibar second  
grade shipped per S.S. Straat Soenda by  
Murarji Visanji & Sons from Zanzibar to  
Singapore by order and for account and  
risk of concerned.

Delivery under contract dated 30th December, 1950.

20	M V D	50 tons Zanzibar cloves second	
	Singapore	grade comprising of 605 bales,	
		each bale weighing nett 185	
		lbs. nett total weight Tons	
		49.19.1.9 lbs. at the rate of	
		£310/- stg. per ton CIF Singa-	
		pore Zanzibar nett shipped	
		weights	... <u>£ 15489.12. 4</u>

Freight prepaid.

Insured for £17050 stg. with Messrs. Gautier De  
Ste Croix & Sons Limited - London.

Drawn under "Mercantile Bank of India Ltd., Singa-  
pore, Letter of Credit No. 94/30 dated 4th January  
1951 by a sight draft No.674 for £15489-12-4 pay-  
able to Messrs. Jetha Lila.

30 Certificates of Origin, Weights and Grade attached  
herewith.

This is to certify that the  
above Invoice is correct.

Sd. Illegible.

---

Plaintiff's  
Exhibits.

"P16"

Invoice of  
Pardhan Ladak.  
27th January,  
1951.

Form of Combined Certificate of value and origin to be written, typed or printed on invoices of goods for which entry into India is claimed at preferential Rates of Duty laid down in the First Schedule to the Indian Tariff Act, 1934.

(Note: In this form "United Kingdom" and "British Colony" have the meanings defined in the United Kingdom, India Trade Agreement Rules, 1939).

(1) Manager of (2) Pardhan Ladak of (3)  
Zanzibar

10

MANUFACTURER of the articles enumerated in this  
SUPPLIER invoice hereby declare that I (4)  
have the authority to make and sign  
this certificate on behalf of the  
aforesaid MANUFACTURER SUPPLIER and  
that I have the means of knowing and  
do hereby certify as follows:-

VALUE

(1) That this invoice is in all respects correct and contains a true and full Statement of the price actually paid or to be paid for the said goods, and the actual quantity thereof. 20

(2) That no different invoice of the goods mentioned in the said invoice has been or will be furnished to anyone, and that no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser, or by any one on behalf of either of them either by way of discount, rebate, compensation or in any manner whatever other than as fully shown on this invoice, or as follows:- (5) 30

ORIGIN

(3) That every article mentioned in the said invoice has been either wholly grown or produced (6) Zanzibar British Protectorate.

(4) As regards those articles wholly manufactured in (6) that all manufacturing processes, if any, involved in making the articles from manufactured raw materials have been performed in that country. 40

(5) As regards those articles only partially manufactured in (6)

(a) That the final process of manufacture of each and every article (excluding the process of mixing, bottling, labelling, packing into retail containers or the like) has been performed in that country.

(b) That the expenditure on material produced in (7) and labour performed in (7) calculated subject to qualifications thereunder, in each and every article is not less in the case of an article specified in the Schedule below than one half and in the case of other articles then one quarter of the factory or works cost of the article in its finished state, and

Plaintiff's Exhibits.

"P16"

Invoice of Pardhan Ladak.

27th January, 1951

- continued.

10 (c) That in that calculation of such proportion of produce or labour (7) of none of them following items has been included or considered, namely:-  
 20 Manufacturers' profit or remuneration of any trader agent broker or other person dealing in the articles in their finished condition; royalties; cost of outside packages or any cost of packing the goods thereinto, any cost conveying, insuring or shipping the goods subsequent to their Manufacture.

Dated at Zanzibar this 27th day of January, 1951.

Witness:

Sd. Illegible.

Signature

Sd. Illegible.

SCHEDULE

1. Sewing and Knitting Machines (and parts thereof) to be worked by manual labour or which require for their operation less than one quarter of one brake-horse-power.

30 2. Cycles (other than motor cycles) imported entire or in sections and parts and accessories thereof, excluding rubber tyres and tubes.

3. Motor Cars including taxicars and articles (other than rubber tyres and tubes) adapted for use exclusively as parts and accessories thereof.

4. Motor omnibuses, chassis of motor omnibuses, motor vans, and motor lorries, and parts of mechanically propelled vehicles and accessories excluding rubber tyres and tubes.

40 5. Motor Cycles and motor scooters and articles (other than rubber tyres and tubes) adapted for use as parts and accessories thereof.

Plaintiff's  
Exhibits.

FORM OF INVOICE

	Marks and Numbers	Descrip- tion of goods	Quantity	Selling price to Purchaser	Amount
"P16"					
Invoice of Pardhan Ladak. 27th January, 1951 - continued.	M & CO. Singa- pore	Zanzibar Cloves Grade II	302 bales contg. 55,870 lbs nett	£299/- per ton of 2240 lbs. c.i.f. Singapore	£7457.12.11

The Indian Overseas Banking Corporation  
Limited, Singapore. No. 593

10

Shipped per "STRAARSOENDA"

Insured with the Jubilee Insurance Co. Limited for  
£8205/- against W.P.A. and War risks.

Standard Bank of S.A. Ltd.  
Zanzibar Bank

BE 357/ No. 68.

Defendant's  
Exhibits.

EXHIBIT "D1"

"D1"  
Contract  
between  
Defendant and  
Plaintiff.  
7th March,  
1950.

Singapore.  
7-11-1950.

20

Bought of R. JUMABHOY & SONS, LTD.  
24, MALACCA STREET.

Sold to MESSRS. HONG GUAN & CO. LTD.  
14, Telok Ayer Street

Term: Cash in Silver or Bank Notes:

Subject to conditions of sale of The Indian Chamber  
of Commerce, Singapore.

50 Fifty Tons Zanzibar Cloves Second grade  
December Shipment at \$94½ per picul ex  
buyers godown

30

Delivery to be taken within ..... days from  
date. In default of delivery being taken within  
the stipulated time, the undersigned have the op-  
tion, without any notice to the purchaser, of either  
cancelling the above sale, or of selling the goods  
by public or private sale at the risk and expense  
of the purchaser, or of retaining them, and if the  
goods are retained the usual charges for storage

and fire insurance (on the value of the said goods) will be charged and also interest at the rate of 12 per cent per annum from the date on which delivery should have been taken.

Defendant's Exhibits.

"D1"

Subject to force majeure and shipment.

Contract between Defendant and Plaintiff.

It is at the option of the seller to demand cash before or any time after delivery of goods.

7th March, 1950

10 N.B.- Buyers must examine the goods before delivery, and no complaint may be made after delivery of same.

- continued.

Bearing interest at 24% per annum after due date of this order.

Tare Four Catties per Bag.

HONG GUAN & CO. LTD.

Sd. (Chinese)

Sd. R. Jumabhoy

R. JUMABHOY & SONS LTD.

EXHIBIT "D2"

"D2"

Singapore.  
2/11/1950.

20 Bought of R. JUMABHOY & SONS, LTD.  
24, MALACCA STREET.

Contract between Defendant and Makhanlall & Co.

Sold to MESSRS. MAKHANLALL & CO.

2nd November, 1950.

Term: Cash in Silver or Bank Notes:

Subject to conditions of sale of The Indian Chamber of Commerce, Singapore.

50 Fifty Zanzibar Second Grade Cloves at  
₹94/- per picul ex buyers godown December  
Shipment.

30 Delivery to be taken within ..... days from date. In default of delivery being taken within the stipulated time, the undersigned have the option, without any notice to the purchaser, of either cancelling the above sale, or of selling the goods by public or private sale at the risk and expense of the Purchaser, or of retaining them, and if the goods are retained the usual charges for storage and fire insurance (on the value of the said goods) will be charged and also interest at the rate of 12 per cent per annum from the date on which delivery should have been taken.  
40

Defendant's Exhibits.

"D2"

Contract between Defendant and Makhanlall & Co.

2nd November, 1950

- continued.

Subject to force majeure

It is at the option of the seller to demand cash before or any time after delivery of goods.

N.B. - Buyers must examine the goods before delivery, and no complaint may be made after delivery of same.

Bearing interest at 24% per annum after due date of this order.

Tare Four Catties per Bag.

Broker for Vendor and Purchaser

Settled

10

Sd. Illegible

Sd. R. Jumabhoy

MAKHANLALL & CO.

R. JUMABHOY & SONS LTD.

"D2"

Contract between Defendant and Makhanlall & Co.

3rd November, 1950.

EXHIBIT "D2"

Singapore, 3/11/1950.

Bought of R. JUMABHOY & SONS, LTD. 24, MALACCA STREET.

Sold to MESSRS. MAKHANLALL & CO.

Term: Cash in Silver or Bank Notes:

Subject to conditions of sale of The Indian Chamber of Commerce, Singapore. 20

50 Fifty Tons Zanzibar Cloves Zanzibar Second Grade December Shipment at \$95/- Ninety five per picul ex buyer's godown.

Delivery to be taken within ..... days from date. In default of delivery being taken within the stipulated time, the undersigned have the option, without any notice to the purchaser, of either cancelling the above sale, or of selling the goods by public or private sale at the risk and expense of the Purchaser, or of retaining them, and if the goods are retained the usual charges for storage and fire insurance (on the value of the said goods) will be charged and also interest at the rate of 12 per cent per annum from the date on which delivery should have been taken.

30

Subject to force majeure.

It is at the option of the seller to demand cash before or any time after delivery of goods.

N.B. - Buyers must examine the goods before delivery, and no complaint may be made after delivery of same.

Bearing interest at 24% per annum after due date of this order.

Tare Four Catties per Bag.

Broker for Vendor and Purchaser

Sd. Illegible

MAKHANLALL & CO.

Settled

Sd. R. Jumabhoy

R. JUMABHOY & SONS LTD.

Defendant's Exhibits.

"D2"

Contract between Defendant and Makhanlall & Co.

3rd November, 1950  
- continued.

10

EXHIBIT "D3"

Singapore.  
1/12/1950.

Bought of R. JUMABHOY & SONS, LTD.  
24, MALACCA STREET.

Sold to MESSRS. MAKHANLALL & CO.

Term: Cash in Silver or Bank Notes:

Subject to conditions of sale of The Indian Chamber of Commerce, Singapore.

20

50 Fifty Tons Zanzibar Second Grade Cloves  
December Shipment at \$94/- per picul ex  
buyers godown

Delivery to be taken within ..... days from date. In default of delivery being taken within the stipulated time, the undersigned have the option, without any notice to the purchaser, of either cancelling the above sale, or of selling the goods by public or private sale at the risk and expense of the purchaser, or of retaining them, and if the goods are retained the usual charges for storage and fire insurance (on the value of the said goods) will be charged and also interest at the rate of 12 per cent per annum from the date on which delivery should have been taken.

30

Subject to force majeure and shipment.

It is at the option of the seller to demand cash before or any time after delivery of goods.

40

N.B. - Buyers must examine the goods before delivery, and no complaint may be made after delivery of same.

"D3"

Contract between Defendant and Makhanlall & Co.

1st December, 1950.



Defendant's  
Exhibits.

"D3"

Contract  
between  
Defendant and  
Makhanlall &  
Co.

1st December,  
1950  
- continued.

Bearing interest at 24% per annum after due  
date of this order.

Tare Four Catties per Bag.

MAKHANLALL & CO.,  
Sd. Makhanlall  
Broker for Vendor and  
Purchaser

Sd. Illegible.

Settled  
Sd. R. Jumabhoy  
R. JUMABHOY & SONS LTD.

"D4"

Contract  
between  
Defendant and  
Makhanlall &  
Co.

20th October,  
1950.

EXHIBIT "D4"

Singapore.  
20/10/1950.

10

Bought of R. JUMABHOY & SONS, LTD.  
24, MALACCA STREET.

Sold to MESSRS. MAKHANLALL & CO.

Term:- Cash in Silver or Bank Notes

Subject to conditions of sale of The Indian Chamber  
of Commerce, Singapore.

25 Tons (Twenty five) Zanzibar Second Grade  
Cloves at ~~85~~85/- (Eighty five) per picul de-  
livery to Buyers Godown Shipment December  
1950 Subject to Force Majeure and Shipment  
Cancellation not authorised.

20

Delivery to be taken on arrival. In default  
of delivery being taken within the stipulated time,  
the undersigned have the option, without any notice  
to the purchaser, of either cancelling the above  
sale, or of selling the goods by public or private  
sale at the risk and expense of the purchaser, or  
of retaining them, and if the goods are retained  
the usual charges for storage and fire insurance  
(on the value of the said goods) will be charged  
and also interest at the rate of 12 per cent per  
annum from the date on which delivery should have  
been taken.

30

It is at the option of the seller to demand  
cash before or any time after delivery of goods.

N.B. - Buyers must examine the goods before  
delivery, and no complaint may be made after de-  
livery of same.

Bearing interest at 24% per annum after due  
date of this order.

40

Tare Four Catties per Bag.

Broker for Vendor and Purchaser

Sd. Illegible.  
MAKHANLALL & CO.  
Sd. Makhanlall.

Settled  
Sd. D.R. Jumabhoy  
R. JUMABHOY & SONS LTD.

EXHIBIT "D5"CABLE AND WIRELESS LTD.

To = Urgent Saburi  
Zanzibar

AS INSTRUCTED MUST COMPLETE MARKETABLY  
TJIBADOCK TWO HUNDRED TONS OTHERWISE RESPONSIBLE  
DIFFERENCE CONTRACT

RAJABJIMA

Signature and address of sender:-

10

R. Jumabhoy & Sons Ltd.,  
1/12/50 J9.

---

Defendant's  
Exhibits.

"D5"

Copy cablegram  
from Defendant  
to M. Suleman  
Versi.

1st December,  
1950.

EXHIBIT "D6"CABLE AND WIRELESS LTD.

51907 3rd December 1950.

ZDP113 Zanzibar 85 1 1820 =  
IT = RAJABJUMA SINGAPORE =

20

TJIBADAK SHIPPED TWO HUNDRED TONS EX WHICH SIX  
HUNDRED SIX BALES EQUALLY ABOUT FIFTY TONS SHUT  
OUT LYING CUSTOMS SHED HOPE YOUR INSURANCE COVERS  
ALL RISKS UNTIL SHIPPED NEXT OPPORTUNITY POSSIBLY  
TEGELBERG STOP TJIBADAK NOT RETURNING ZANZIBAR  
BUT FROM SOUTH PROCEEDING DIRECT SINGAPORE STOP  
DECEMBER INTEROCEAN NIL TRYING TEGELBERG ABOUT  
15/12 VIA SOUTH SPACE SCARCE PROVISIONALLY RESERVED  
FOR YOU THREE HUNDRED TONS CONFIRM WIRE YOUR RE-  
QUIREMENTS STOP NOT IN YOUR INTEREST BUY SIMUL-  
TANEOUSLY THROUGH US CHAMPSI THUS INCREASING UN-  
NECESSARILY PRICES STOP TODAY 140/- FIRM ARRIVALS  
DIMINISHING = SABURI

---

"D6"

Cablegram No.  
51907 from M.  
Suleman Versi  
to Defendant.

3rd December,  
1950.

Defendant's Exhibits:

EXHIBIT "D7"

CABLE AND WIRELESS LTD.

"D7"

3 Dec. 1950

Cablegram No. 51947 from M. Suleman Versi to Defendant.

51947

3rd December, 1950.

ZDPI32 ZANZIBAR 115 2 1640 = IT = RAJABJUMA SINGAPORE

= YOURS FIRST APPARENTLY CROSSED OURS STOP TJIBADAK SHUTOUT 610 = BALES NOT 606 AS TELEGRAPHED YESTERDAY DUE SHORTAGE TIME WITHIN WHICH TJIBADAK MUST REACH SUBSEQUENT PORT THEREFORE PROLONGATION STAY DISAPPROVED STOP BLADING ZANZIBAR SINGAPORE DATED 30/11 NUMBER THIRTEEN CLAUSED BEGINS OUT OF ORIGINAL QUANTITY OF 1210 BALES 610 BALES SHUT OUT ENDS STOP CUSTOMS STRICTNESS AND LABOUR TROUBLES ALSO CONTRIBUTORY CAUSE STOP DESPITE ALL OUR EFFORTS YOUR CRITICISM DISAPPOINTING STOP TEGELBERG VIA SOUTH NOW TAKING ONLY LIMITED QUANTITY JAVA CLOVES OMITTING SINGAPORE TOTAL JAVAS OFFERING FIVE HUNDRED TONS INDIA BUYING TODAY 143/- 145/- STRONG BUYERS IDEA 150/- STOP ETTRICKBANK 19/12 BOOKED FIFTY DEFINITE HUNDRED PROVISIONAL YOUR ACCOUNT SUBJECT SHIPS CALL CONFIRM SPACE SHORT = SABURI

10

20

"D8"

EXHIBIT "D8"

Copy Cablegram from Defendant to M. Suleman Versi.

CABLE AND WIRELESS LTD.

5th December, 1950.

TO SABURI ZANZIBAR

SHUTOUT CARGO SHIP FIRST STEAMER INSURED HERE

RAJABJUMA

Signature and Address of Sender:

R. JUMABHOY & SONS LTD.

5.12.50.

30

EXHIBIT "D9"  
CABLE AND WIRELESS LTD.

Defendant's Exhibits.

"D9"

TO = SABURI ZANZIBAR  
OUR SHUTOUT CARGO SHIP ETTRICKBANK  
IF SPACE DIFFICULTY ASK FAZALCHAMPSI WIRE  
RAJABJUMA

Copy Cablegram from Defendant to M. Suleman Versi.

15th December, 1950.

Signature and Address of Sender:-

R. JUMABHOY & SONS LTD.

15-12-50.

10

EXHIBIT "D10"

"D10"

17th December 1950

CABLE AND WIRELESS LIMITED

Cablegram No. 71882 from M. Suleman Versi to Defendant.

71882

17th December, 1950.

ZDP186 ZANZIBAR 18 16 1608 =

IT = RAJABJUMA SINGAPORE =

OURS 2/12 CONFIRMS SPACE ETTRICKBANK FIFTY TONS  
BOOKED DEFINITELY THEREFORE CANNOT UNDERSTAND

YOURS 16/12 = SABURI.

20

EXHIBIT "D11"

"D11"

3rd December 1950

CABLE AND WIRELESS LIMITED

Cablegram No. 51906 from Fazal Mohamed Champsai to Defendant.

51906

3rd December, 1950.

ZDP 111 ZANZIBAR 36 1 1810 =

IT = RAJABJUMA SINGAPORE =

TJIBADAK SAILED LOADED OURS 1210 MARKED FMC  
605 MARKED CHAMPSI OTHERS 1810 VERSI 1510  
PARDHAN 906 KARIMJEE 606 JESSANI 604 BHANJI  
300 MANDALIA STOP MARKET 140/- =

INSTRUCT IF INTERESTED ETTRICKBANK TWELFTH DECEMBER

30

= COCOANUTS

Defendant's Exhibits.

"D12"

Bill of Lading No. 3.  
29th November, 1950.

EXHIBIT "D12"

ROYAL INTEROCEAN LINES B/L No. 3  
HEAD OFFICE HONG KONG

ASIA - AFRICA - SOUTH AMERICA SERVICE (A.A.S.A.S.)  
DUPLICATE Stamp 50 cents Zanzibar

SERVICE BETWEEN JAPAN SHANGHAI, HONGKONG, MANILA, SAIGON, BANGKOK, SINGAPORE, PENANG, THE NETHERLANDS INDIES AND MAURITUS, REUNION MADAGASCAR, EAST AND SOUTH AFRICAN PORTS, BUENOS AIRES, MONTEVIDEO, SANTOS, RIO DE JANEIRO.

10

SHIPPED by FAZEL MOHAMED CHAMPSI on Board ~~MS~~ SS "TJIBADAK"/142-A now lying in or off the port of ZANZIBAR for shipment to the port of SINGAPORE for delivery to ORDER or ORDER the following goods or packages, in apparent good order and condition unless otherwise stated in this B/L.

Marks and Numbers	Number and Description of Packages	Contents said to be	Weight said to be	Measurement said to be in
			TONS:	cft. or m.
F.M.C. Singapore	<u>605 BALES</u>	CLOVES	52.18.3.	

20

(SIX HUNDRED AND FIVE BALES ONLY)

"THE REFERENCE HEREIN CONTAINED TO THE YORK/ANTWERP RULES OF GENERAL AVERAGE ARE TO BE READ AS REFERENCE TO YORK/ANTWERP RULES 1950".

This Bill of Lading is subject to the ..... of the Zanzibar Carriage of Goods..... and the Rules thereunder.

(STANDARD BANK OF S.A. LTD. Zanzibar Branch BE 34/ No.795 Due.....)

30

Contents, nature, Quality, Weight, marks, numbers and value unknown, on the conditions, stipulations and exceptions of this Bill of Lading all of which the shippers, consignees and holders of this Bill of Lading accept and agree to by the mere acceptance of this Bill of Lading whether the same are printed or written, or stamped or otherwise inserted in, or attached to this Bill of Lading, either on the face or on the back and even though the same be contrary to the laws, regulations or custom of the port of shipment, transshipment, destination or elsewhere and even if this Bill of Lading has not been signed by shippers. Freight to be paid by shippers in advance on delivery of Bill of Lading in cash without deduction, or at destination, as may be agreed upon and declared in the margin hereof. Freight paid before ship's departure can in no case be claimed back. Freight unpaid remains due, whatever happens to the ship or the goods loaded therein.

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50

Scaletons.....	
Freight per scaleton @ 150/- PER 20 CWT.	
<u>Prepaid</u>	Payable
Freight £397.8	at
	des-
Expenses at port of shipment	tina-
	tion.
Total	_____

Defendant's Exhibits.  
"D12"  
 Bill of Lading No. 3.  
 29th November, 1950.  
 - continued.

When the amount due is not expressed in local currency, same will have to be converted at the Bank T.T. selling rate of exchange ruling on the date of this Bill of Lading in case of payment before shipment, or on the date of vessel's arrival at destination when payment at destination has been agreed to.

Party to be notified, but no claim to attach for failure of notify .....

IN WITNESS whereof the Master or Agent of the said vessel has signed TWO Bills of Lading all of this tenor and date, one of which being accomplished, the others to stand void. One Bill of Lading, duly endorsed, is to be given up in exchange for the goods or for a delivery order for same.

DATED at ZANZIBAR this 29th day of November, 1950.

THE MASTER OR THE AGENT FOR THE MASTER

Sd. Illegible.

ROYAL INTEROCEAN LINES  
 N.V. TWENTSCHE OVERZEE HANDEL MAATSCHAPPIJ  
 (Twentsche Overseas Trading Co. Ltd.)

Defendant's Exhibits.

EXHIBIT "D12"

"D12"

Bill of Lading No. 14.  
30th November, 1950.

ROYAL INTEROCEAN LINES B/L No. 14  
HEAD OFFICE HONG KONG

ASIA - AFRICA - SOUTH AMERICA SERVICE (A.A.S.A.S.)  
DUPLICATE 50 cents Stamp Zanzibar

SERVICE BETWEEN JAPAN SHANGHAI, HONGKONG, MANILA, SAIGON, BANGKOK, SINGAPORE, PENANG, THE NETHERLANDS INDIES AND MAURITUS, REUNION MADAGASCAR, EAST AND SOUTH AFRICAN PORTS, BUENOS AIRES, MONTIVIDEO, SANTOS, RIO DE JANEIRO.

10

SHIPPED by FAZEL MOHAMED CHAMPSI on Board <sup>MS.</sup>/<sub>SS</sub> "TJIBADAK"/142-A now lying in or off the port of ZANZIBAR for shipment to the port of SINGAPORE for delivery to ORDER or ORDER the following goods or packages, in apparent good order and condition unless otherwise stated in this B/L.

Marks and Numbers	Number and Description of Packages	Contents said to be	Weight said to be	Measurement said to be in cft. or m.
F.M.C. Singa- pore	<u>605 BALES</u>	CLOVES	TONS:	52.18.3.

20

(SIX HUNDRED AND FIVE BALES ONLY)

"THE REFERENCE HEREIN CONTAINED TO THE YORK/ANTWERP RULES OF GENERAL AVERAGE ARE TO BE READ AS REFERENCE TO YORK/ANTWERP RULES 1950".

This Bill of Lading is subject to the ..... of the Zanzibar Carriage of Goods ..... and the Rules there-  
under.

(STANDARD BANK OF S.A. LTD. Zanzibar Branch BE 34/ No.795 Due.....)

Contents, nature, quality, weight, marks, numbers and value unknown, on the conditions, stipulations and exceptions of this Bill of

Scaletons .....  
Freight per scaleton @ 150/- PER 20 CWT.

10 Lading all of which the shippers, consignees and holders of this Bill of Lading accept and agree to by the mere acceptance of this Bill of Lading whether the same are printed or written, or stamped or otherwise inserted in, or attached to this Bill of Lading, either on the face or on the back and even though the same be contrary to the laws, regulations or custom of the port of shipment, transshipment, destination or elsewhere and even if this Bill of Lading has not been signed by shippers. Freight to be paid by shippers in advance on delivery of Bill of Lading in cash without deduction, or at destination, as may be agreed upon and declared in the margin hereof. Freight paid before ship's departure can in no case be claimed back.

20

30 Freight unpaid remains due, whatever happens to the ship or the goods loaded therein.

	<u>Prepaid</u>	Pay- able
Freight	£397.8	at
	<u>          </u>	<u>Des-</u>
Expenses at		<u>tina-</u>
port of		<u>tion</u>
shipment		
	<u>          </u>	
Total		
	<u>          </u>	

Defendant's Exhibits.  
            
 "D12"  
 Bill of Lading No. 14.  
 30th November, 1950  
 - continued.

When the amount due is not expressed in local currency, same will have to be converted at the Bank T.T. selling rate of exchange ruling on the date of this Bill of Lading in case of payment before shipment, or on the date of vessel's arrival at destination when payment at destination has been agreed to.

Party to be notified, but no claim to attach for failure to notify .....

40 IN WITNESS whereof the Master or Agent of the said vessel has signed TWO Bills of Lading all of this tenor and date, one of which being accomplished, the others to stand void. One Bill of Lading, duly endorsed, is to be given up in exchange for the goods or for a delivery order for same.

DATED at ZANZIBAR this 30th day of NOVEMBER, 1950.

THE MASTER OR THE AGENT FOR THE MASTER  
 Sd. Illegible.

ROYAL INTEROCEAN LINES  
 N.V.TWENTSCHE OVERZEE HANDEL MAATSCHAPPIJ  
 (Twentsche Overseas Trading Co. Ltd.)



Defendant's Exhibits.

EXHIBIT "D12"

ROYAL INTEROCEAN LINES B/L No. 17  
HEAD OFFICE HONG KONG

"D.12"

DUPLICATE

Bill of Lading No. 17.

ASIA - AFRICA - SOUTH AMERICA SERVICE  
(A.A.S.A.S.)

30th November, 1950.

SERVICE BETWEEN JAPAN SHANGHAI, HONGKONG, MANILA, SAIGON, BANGKOK, SINGAPORE, PENANG, THE NETHERLANDS INDIES AND MAURITIUS, REUNION MADAGASCAR, EAST AND SOUTH AFRICAN PORTS, BUENOS AIRES, MONTEVIDEO, SANTOS, RIO DE JANEIRO. 10

SHIPPED by FAZEL MOHAMED CHAMPSI on Board ~~MS.~~  
~~SS.~~  
"TJIBADAK"/142-A now lying in or off the port of ZANZIBAR for shipment to the port of SINGAPORE for delivery to ORDER or ORDER the following goods or packages, in apparent good order and condition unless otherwise stated in this B/L.

Marks and Numbers	Number and Description of Packages	Contents said to be	Weight said to be	Measurement said to be in cft. or m.	
CHAMPSI Singa- pore.	<u>605 BALES</u>	CLOVES	TONS: 52.13.1.11.		20

(SIX HUNDRED AND FIVE BALES ONLY)

"THE REFERENCE HEREIN CONTAINED TO THE YORK/ANTWERP RULES OF GENERAL AVERAGE ARE TO BE READ AS REFERENCE TO YORK/ANTWERP RULES 1950".

This Bill of Lading is subject to the ..... of the Zanzibar Carriage of Goods ..... and the Rules thereunder.

(STANDARD BANK OF S.A. LTD. Zanzibar Branch BE 34/ No. 795 Due ..... 30

Contents, nature, quality, weight, marks, numbers and value unknown, on the conditions, stipulations and exceptions of this Bill of Scaletons ..... Freight per scaleton @ 150/- PER 20 CWT. 40

10 Lading all of which the shippers, consignees and holders of this Bill of Lading accept and agree to by the mere acceptance of this Bill of Lading whether the same are printed or written, or stamped or otherwise inserted in, or attached to this Bill of Lading, either on the face or on the back and even though the same be contrary to the laws, regulations or custom of the port of shipment, transhipment, destination or elsewhere and even if this Bill of Lading has not been signed by shippers. Freight to be paid by shippers in advance on delivery of Bill of Lading in cash without deduction, or at destination, as may be agreed upon and declared in the margin hereof. Freight paid before ship's departure can in no case be claimed back. Freight unpaid remains due, whatever happens to the ship or the goods loaded therein.

20

30

	<u>Prepaid</u>	Pay-
Freight	£395.1	able
	<del>£</del>	at
Expenses at		des-
port of		tina-
shipment		<u>tion</u>
		_____
Total		_____

Defendant's Exhibits.  
                      
 "D12"  
 Bill of Lading No. 17.  
 30th November, 1950  
 - continued.

When the amount due is not expressed in local currency, same will have to be converted at the Bank T.T. selling rate of exchange ruling on the date of this Bill of Lading in case of payment before shipment, or on the date of vessel's arrival at destination when payment at destination has been agreed to.

Party to be notified, but no claim to attach for failure to notify .....

IN WITNESS whereof the Master or Agent of the said vessel has signed TWO Bills of Lading all of this tenor and date, one of which being accomplished, the others to stand void. One Bill of Lading, duly endorsed, is to be given up in exchange for the goods or for a delivery order for same.

40 DATED at ZANZIBAR this 30th day of NOVEMBER, 1950  
 THE MASTER OF THE AGENT FOR THE MASTER  
 Sd. Illegible.  
 ROYAL INTEROCEAN LINES  
 N.V.TWENTSCHE OVERZEE HANDEL MAATSCHAPPIJ  
 (Twentsche Overseas Trading Co. Ltd.)

Defendant's  
Exhibits.

EXHIBIT "D12"

"D12"  
Invoice of  
Fazal Mohamed  
Champsí.  
2nd December,  
1950.

FAZEL MAHOMED CHAMPSI  
Produce Merchants &  
Exporters.

ZANZIBAR,  
2nd December, 1950.

Contract No. 115 - 117/50

Invoice of 1815 Bales Zanzibar CLOVES Grade II

Shipped per S.S. TJIBADAK to SINGAPORE

By Order: Risk and on Account of

MESSRS. R. JUMABHOY & SONS LTD.

24, Malacca Street,

P.O. Box 303,

SINGAPORE.

10

MARKS		£. s. d	£. s. d
F M C	1210 Bales		
SINGA-			
PORE	605 Bales		
CHAMPSI			
SINGA-	1815 Bales CLOVES		
PORE	Grade II each		
	weighs 185 lbs.		20
	Total 335,775 lbs.		
	net, Tons 149 - 17		
	- 3 - 27 lbs. at		
	£205. per ton		
	C.I.F. Singapore		30729. 8. 2
	Freight prepaid in Zanzibar		
	Sight Draft drawn under Nederlandsche Handel-Maatschappij, N.V. Singapore I/C.		30
	No.24 of 30.11.50 through The Standard Bank of South Africa Ltd.		
		30729. 8. 2	30729. 8. 2

Insurance attended by Buyers.

B/L Nos. 3, 12 & 17 Zanzibar 30th November 1950.

Sd. Fazel Mahomed Champsí  
Zanzibar.

STANDARD BANK OF S.A.LTD. 40

Zanzibar Branch

BE 34/ No.795 Due.....

EXHIBIT "D12"

FAZEL MAHOMED CHAMPSI  
Produce Merchants &  
Exporters.

ZANZIBAR,  
30th January, 1951

Defendant's  
Exhibits.

"D12"

CONTRACT No.137/50

Invoice of 302 (Three Hundred & Two) Bales Cloves  
Grade II shipped per S/S "STRAAT SOENDA" to Singa-  
pore By Order Risk and on Account of Messrs. R.  
JUMABHOY & SONS LTD., 24, Malacca Street, Singapore.

Invoice of  
Fazal Mohamed  
Champsi.

30th January,  
1951.

10	MARKS	302 Bales Zanzibar Cloves Grade II each weighs 185 lbs. net, Total 55,870 lbs. net = Tons 24- 18- 3- 10 lbs. at £248 per ton C.I.F. Singapore	£. s. d	£. s. d
	F M C SINGA- PORE			6185.12. 2

Freight prepaid in  
Zanzibar

20	Sight D/P Draft sold to The Standard Bank of South Africa Ltd.	6185.12. 2	6185.12. 2
----	--	------------	------------

Insured at The New Zealand Insurance  
Co., Ltd., under W.P.A., War, Strike,  
Riot, Civil Commotions, Theft, Rain,  
Sea and Fresh Waters, For £6,500.  
Zanzibar 25th Jan. 1951.

INVOICE SEEN

30 B/L No.7 Zanzibar 26th Jan.1951.

Sd. Illegible  
Registrar of  
Imports &  
Exports  
Singapore.

Paid  
19/12/51  
CB  
8

Sd. Fazel Mohamed Champsi  
Zanzibar.

STANDARD BANK OF S.A. LTD.  
Zanzibar Branch

E. & O. E.

BERA 35/ No.17

Due.

Defendant's  
Exhibits.

"D13"

Invoice of M.  
Suleman Versi.

1st December,  
1950.

EXHIBIT "D13"

ZANZIBAR PROTECTORATE

INVOICE

Place and date Zanzibar

1st December 1950

Invoice of 600 Bales Cloves consigned by Messrs.M. Suleman Versi of Zanzibar to Messrs. R. Jumabhoy & Co., of Singapore to be shipped per S/S "JIBADAK" Order Number .....

Country of Origin	Marks and Numbers of Packages	Quantity and Description of goods	Selling price to Purchaser		10
			At	Amount	
ZANZIBAR	M.S.V. SINGAPORE Agr.No.410, 418	600 BALES CLOVES Zanzibar Origin Grade II	£. s. d	£. s. d	
	PRODUCE OF ZANZIBAR GRADE II	Nett lbs. 111000 Tons 49 - 1240 lbs.	200 per ton	9910.14. 3	20
				C.I.F. SINGAPORE.	

AMENDED PERMIT

(Say pounds Nine thousand nine hundred  
Ten shillings Fourteen and Three pence)

<u>SPECIFICATION</u>	Gross weight per bale	196	
	Less Tare " "	<u>11</u>	
	Nett weight per bale	<u>185</u>	30

B/L. 13. /30/11/50.

STANDARD BANK OF S.A. LTD.  
Zanzibar Branch  
BE 34 No. 796  
Due.....

I, Yusufali K.S. Versi Manager of Messrs.M.Suleman Versi of Zanzibar supplier of the goods specified in this invoice amounting to £9,910/14/3d. hereby declare that I (4) have the authority to make and sign this certificate on behalf of the said manufacturer and that I have the means of knowing and do hereby certify as follows :-

40

V A L U E

Defendant's Exhibits.

"D13"

Invoice of M. Suleman Versi.

1st December, 1950

- continued.

10

1. That this invoice is in all respects correct and contains a true and full statement of the price actually paid or to be paid for the said goods, and the actual quantity thereof
2. That no different invoice of the goods mentioned in the said invoice has been or will be furnished to anyone, that no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the exporter and purchaser, or by anyone on behalf of either of them either by way of discount rebate, compensation or in any manner whatever other than as fully shown in this invoice or as follows (5) .....

DATED at Zanzibar this 1st day of December 1950.

Sd. Illegible.

Signature of witness -

20

Sd. Illegible.

The person making the declaration should be a Principal or a Manager Chief Clerk, Secretary or responsible employee.

Enumerate the following charges if they are not shown in the Invoice.

30

- 
- (1) Value of packages and packing inland freight and all other charges connected with transport to place of shipment (only require or ex works or f.o.r. invoices).
  - (2) Royalties on the goods.
  - (3) Ocean Freight
  - (4) Ocean and War Risks Insurance
  - (5) Buying Commission of        per cent
  - (6) All other Commissions and Costs not elsewhere included.

State full particulars of royalties below.

\_\_\_\_\_

Defendant's  
Exhibits.

"D13"

Invoice of M.  
Suleman Versi.

29th November,  
1950.

EXHIBIT "D13"

ZANZIBAR PROTECTORATE

INVOICE

Place and date Zanzibar

29th November 1950

Invoice of 1210 Bales Cloves consigned by Messrs.  
M. Suleman Versi of Zanzibar to Messrs.R.Jumabhoy  
& Co., of Singapore to be shipped per S/S "TJIBADAK"  
Order Number

Country of Origin	Marks and Numbers of Packages	Quantity and Description of goods	Selling price to Purchaser			10
			At	Amount		
			£	Shs.	£. s. d	
ZANZIBAR	M.S.V. SINGAPORE	1210 BALES CLOVES Zanzibar Origin Grade II				
	Agr.No.383	Nett lbs. 223850	200/-			20
	385,392	Tons 99 - 2090 lbs.	per ton	19986.12.	2	
	PRODUCE OF ZANZIBAR Grade II			C.I.F. SINGAPORE.		

(Say Pounds Nineteen thousand  
Nine hundred and Eighty six  
Shillings Twelve and Two pence)

<u>SPECIFICATION:</u>	Gross weight per bale	196 lbs.	30
	Less Tare	" "	" "
	Nett weight per bale	<u>185</u>	

AMENDED PERMIT  
INVOICE .....

Sd. Illegible

Registrar of Imports & Exports,  
Singapore.

I, YUSUFALI K.S.VERSI Manager of Messrs.M.Suleman  
Versi of (3) Zanzibar of the goods specified in  
this invoice amounting to 19986/12/2d. hereby

40

declare that I (4) have authority to make and sign this certificate on behalf of the said manufacturer and that I have the means of knowing and do hereby certify as follows :-

Defendant's Exhibits.

"D13"

Invoice of M. Suleman Versi.

29th November, 1950 - continued.

V A L U E

- 1. That this invoice is in all respects correct and contains a true and full statement of the price actually paid or to be paid for the said goods, and the actual quantity thereof.
- 10 2. That no different invoice of the goods mentioned in the said invoice has been or will be furnished to anyone, that no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the exporter and purchaser, or by anyone on behalf of either of them either by way of discount, rebate, compensation or in any manner whatever other than as fully shown in this invoice or as follows (5) .....

20 DATED at Zanzibar this 29th day of November, 1950.

Signature of witness  
Sd. Illegible.

Signature  
Sd. Illegible.

The person making the declaration should be a Principal or a Manager, Chief Clerk, Secretary or responsible employee.

Enumerate the following charges if they are not shown in the Invoice :-

- 30 (1) Value of packages and packing, inland freight and all other charges connected with transport to place of shipment (only required for ex works or f.o.r. invoices)
- (2) Royalties on the goods.
- (3) Ocean Freight
- (4) Ocean and War Risks Insurances
- (5) Buying Commission of per cent
- (6) All other Commissions and Costs not elsewhere included.

State full particulars of royalties below:

-----



Defendant's Exhibits.

EXHIBIT "D14"

LIST OF GOODS CONTRACTED TO SELL.

"D14"

List of Goods contracted to sell.

TONS	Rate	Buyer	Bales	Piculs	At	Realisable Amount		
						₹	¢	
100	₹ 85.00	Ban Choon	483	669-73	₹ 85	56927	- 05	
100	85.00	Guan Huat	483	671-13	85	57046	- 05	
50	88.00	K.Rmanlal	244	336-00	88	29568	- 00	
100	88.00	Rajkumar & Co.	483	671-85	88	59122	- 80	
100	90.00	Ek Hin Heng	486	671-73	90	60455	- 70	10
25	91.00	Lam Lee	121	167-19	91	15214	- 29	
25	92.00	Chee Seng	120	167-69	92	15427	- 48	
20	95-00	Ho Seng Trading	97	134-36	95	12764	- 20	
20	89.50	K.Rmanlal	96	133.98	89½	11991	- 20	
25	92.00	H.H. Peer Mohd.	121	167-47	92	15407	- 24	
25	85-00	Indu & Co.	121	167-65	85	14250	- 25	
25	100-00	B.Gopaldas	121	166-36	100	16636	- 00	
25	99-00	Makhanlal	122	167-98	99	16630	- 02	20
50	105-00	Bian Bee	244	336-00	105	35280	- 00	
50	101-00	Thai Hai Gwan	240	335-47	101	33882	- 47	
20	101-00	Bian Bee	96	133-85	101	13518	- 85	
25	94-00	R.Purshotam	304	419-33	94	39417	- 02	
21	95-00	Makhanlal	253	350-10	95	33259	- 50	
806			4235	5867.87		536798	- 12	
₹ 172178.23		Payable to Mercantile for 100 Tons Cloves 1210 Bales MSV ss. "TJIBADOK" on 22.1.55						30
85349.99		Payable to Mercantile for 50 Tons Cloves 600 Bales MSV ss. "TJIBADOK" on 24.1.55						
263945.13		Payable to Ned.Trading for 150 Tons Cloves 1815 Bales FMC CHAM "TJIBADOK" on 24.1.55						
86578.80		Payable to Mercantile for 50 Tons Cloves 610 Bales MSV "ETRICBANK" on 24.1.55.						
₹ 608052.15		350 Tons	4235 Bales					
Amount	₹ 608052.15	payable for contracted cloves tons						40
Amount	₹ 536798.12	realisable for						
	₹ 71254.03	Loss in above.						

EXHIBIT "D15"  
LIST OF DECEMBER 1950 SHIPMENT

Defendant's  
Exhibits.

SOLD ZANZIBAR CLOVES

"D15"

List of  
December  
1950  
shipment.

	Date	Con- tract	To	Tons		
	20-10-50	No. 91	Makhanlal & Co.	25 at <del>85</del>	p.picul	Deliv- ered local pur.
10	20-10-50	92	Panachand & Co.	25 at <del>87</del>	p.picul	" "
	1-11-50	96	Sam Hoe	25 at <del>94</del>	p.picul	" "
	1-11-50	99	R.Purshotam	25 at <del>94</del>	p.picul	" "
	2-11-50	101	Hiang Kie Ltd.	25 at <del>94</del>	p.picul	Differ- ence paid
	2-11-50	100	Makhanlal & Co.	50 at <del>94</del>	p.picul	Deliv- ered local pur.
20	3-11-50	103	"	50 at <del>95</del>	p.picul	" "
	11-11-50	107	Hock Ee Chan	25 at <del>99</del>	p.picul	" "
	14-11-50	109	Sin Hoe Trad. Co.	25 at <del>99</del>	p.picul	Differ- ence paid
	16-11-50	110	"	25 at <del>100</del>	p.picul	" "
	17-11-50	111	"	25 at <del>102</del>	p.picul	" "
	17-11-50	112	"	25 at <del>103</del>	p.picul	" "
30	20-11-50	113	Panachand & Co.	25 at <del>102</del>	p.picul	Deliv- ered local pur.

Tons 375

Sold Zanzibar Cloves December 1950 subject to  
shipment:-

	Date	Con- tract	To	Tons		
	1-11-50	No. 97	R.Purshotam	25 at <del>94</del>	p.picul	can- celled no claim
40	1-11-50	98	Makhanlal & Co.	50 at <del>94</del>	" "	" "
	7-11-50	106	Hong Guan & Co.	50 at <del>94½</del>	" "	" "
			Tons	125		

Defendant's Exhibits.

EXHIBIT "D16"

Singapore,  
1-11-1950

"D16"

Bought of R. JUMABHOY & SONS, LTD.  
24, MALACCA STREET

Contract between Defendant and R. Purshoram.

Sold to Messrs. R. PURSHORAM

Term: Cash in Silver or Bank Notes:

1st November, 1950.

Subject to conditions of sale of The Indian Chamber of Commerce, Singapore.

25 Twenty five Tons Second Grade Zanzibar Cloves December Shipment at \$94 per picul in Buyers Godown.

10

Delivery to be taken within ..... days from date. In default of delivery being taken within the stipulated time, the undersigned have the option without any notice to the purchaser, of either cancelling the above sale, or of selling the goods by public or private sale at the risk and expense of the purchaser, or of retaining them, and if the goods are retained the usual charges for storage and fire insurance (on the value of the said goods) will be charged and also interest at the rate of 12 per cent per annum from the date on which delivery should have been taken.

20

NOTE: This is printed across document.

**THIS IS CANCELLED**  
**SD. R. JUMABHOY**

Subject to force majeure and shipment.

It is at the option of the seller to demand cash before or any time after delivery of goods.

N.B.- Buyers must examine the goods before delivery, and no complaint may be made after delivery of same.

Bearing interest at 24% per annum after due date of this order.

30

Tare Four Catties per Bag.

Broker for Vendor and Purchaser

Sd. Illegible

Sd. R. Jumabhoy

Sd. Illegible

R. JUMABHOY & SONS LTD.

P.P. RANCHORDAS PURSHOTAM

Sd. Illegible.

\_\_\_\_\_

EXHIBIT "D17"

CABLE &amp; WIRELESS LTD.

39678 27 Dec. 1950.  
 ZDP49 CTR 649 ZANZIBAR 12 27 1545  
 RAJABJUMA SINGAPORE =  
 DECEMBER NIL 10/1 STRAATSOENDA GUJARAT  
 TWENTY SECOND BOTH SPACE SCARCITY = SABURI.

Defendant's  
Exhibits."D17"

Cablegram No.  
 39678 from M.  
 Suleman Versi  
 to Defendant.  
 27th December,  
 1950.

EXHIBIT "D18"

27-6-50

Chop Ban Choon Tel. 7722  
 50, Telok Ayer Street.

10

100 (One hundred) Tons Zanzibar 2nd Grade CLOVES  
 at \$85/- (Eighty five p. picul) NOVEMBER 1950  
 Shipment from Zanzibar, delivery to Buyers Godown.

Payment - CASH

Sd. Illegible.

CHOP BAN CHOON

Sd. In Chinese.

4 (Four)

Hai Pao

Sd. R. Jumabhoy

"D18"

Contract  
 between  
 Defendant and  
 Chop Ban Choon.  
 27th June, 1950.

27-6-50

Guan Huat Tel. 4920  
 137, Amoy Street,

20

100 (One hundred) Tons Zanzibar 2nd Grade CLOVES  
 at \$85/- (Eight five) per picul NOVEMBER 1950  
 Shipment from Zanzibar, delivery to Buyers Godown.

Payment - CASH

Sd. Illegible.

Guan Huat  
 Sd. In Chinese  
 Amoy Street.

4 (Four)

30 Sd. Lang Chye

Sd. R. Jumabhoy

Contract  
 between  
 Defendant and  
 Guan Huat.  
 27th June, 1950.

Defendant's  
Exhibits.

EXHIBIT "D18"

Singapore,  
26-8-50.

"D18"

Contract  
between  
Defendant and  
K. Ramanlal  
& Co.

26th August,  
1950.

Bought of R. JUMABHOY & SONS, LTD.  
24, MALACCA STREET.

Sold to Messrs. K. RAMANLAL & CO.  
MARKET STREET

Term: Cash in Silver or Bank Notes:

Subject to conditions of sale of The Indian Chamber  
of Commerce, Singapore. 10

50 (Fifty) Tons Zanzibar 2nd Grade Cloves at  
/88/- (Eighty-eight) per picul delivery to  
Buyers Godown Shipment any time during Novem-  
ber, 1950

Payment Cash against delivery in Singapore  
Subject to forced measure.

Delivery to be taken on arrival from date.  
In default of delivery being taken within the  
stipulated time, the undersigned have the option,  
without any notice to the purchaser, of either 20  
cancelling the above sale, or of selling the goods  
by public or private sale at the risk and expense  
of the purchaser, or of retaining them, and if  
the goods are retained the usual charges for stor-  
age and fire insurance (on the value of the said  
goods) will be charged and also interest at the  
rate of 12 per cent per annum from the date on  
which delivery should have been taken.

It is at the option of the seller to demand  
cash before or any time after delivery of goods. 30

N.B. - Buyers must examine the goods before  
delivery, and no complaint may be made after de-  
livery of same.

Bearing interest at 24% per annum after due  
date of this order.

Tare Four Catties per Bag.

Broker for Vendor and Purchaser

Sd. Pragjibh

Sd. R. Jumabhoy

Sd. K. RAMANLAL & CO.

R. JUMABHOY & SONS LTD. 40

Sd. Illegible

Partner.

EXHIBIT "D18"

Singapore,  
1-9-50.

Defendant's  
Exhibits.

"D18"

Bought of R. JUMABHOY & SONS, LTD.  
24, MALACCA STREET,

Sold to Messrs. RAJKUMAR & CO.  
47, Arcade Tel.83768

Contract  
between  
Defendant and  
Rajkumar & Co.

Term: Cash in Silver or Bank Notes:

1st September,  
1950.

10 Subject to conditions of sale of The Indian Chamber  
of Commerce, Singapore.

100 Tons (One hundred) Zanzibar 2nd Grade  
Cloves at \$88/- (Eighty-eight) per picul  
delivery to Buyers Godown Shipment any  
time during NOVEMBER, 1950 from Zanzibar  
payment cash against delivery in Singapore

(Subject to forced measure)

20 Delivery to be taken on arrival from date.  
In default of delivery being taken within the  
stipulated time, the undersigned have the option,  
without any notice to the purchaser, of either  
cancelling the above sale, or of selling the goods  
by public or private sale at the risk and expense  
of the purchaser, or of retaining them, and if  
the goods are retained the usual charges for stor-  
age and fire insurance (on the value of the said  
goods) will be charged and also interest at the  
rate of 12 per cent per annum from the date on  
which delivery should have been taken.

30 It is at the option of the seller to demand  
cash before or any time after delivery of goods.

N.B. - Buyers must examine the goods before  
delivery, and no complaint may be made after deliv-  
ery of same.

Contract made through your Mr. Shrikishen of  
Bombay.

Bearing interest at 24% per annum after due  
date of this order.

Tare Four Catties per Bag.

40 Broker for Vendor and  
Purchaser  
RAJKIMAR & COMPANY  
Sd. Illegible.

Sd. R. Jumabhoy  
R. JUMABHOY & SONS LTD.

.....  
Managing Partner.

Defendant's  
Exhibits.

EXHIBIT "D18"

Singapore,  
4-9-50.

"D18"

Contract  
between  
Defendant and  
Chop Ek Hin  
Hang.

4th September,  
1950.

Bought of R. JUMABHOY & SONS, LTD.  
24, MALACCA STREET.

Sold to Messrs. EK HIN HANG (CHOP)  
122, Cecil Street,  
Tel. 6783.

Term: Cash in Silver or Bank Notes:

Subject to conditions of sale of The Indian Chamber 10  
of Commerce, Singapore.

100 (One hundred) Tons Zanzibar 2nd Grade  
CLOVES at \$90/- per picul delivery to  
Buyers godown in Singapore Shipment from  
Zanzibar any time during November 1950.  
Payment net cash on Delivery.  
Subject to Forced measure

Delivery to be taken on arrival from date.  
In default of delivery being taken within the 20  
stipulated time, the undersigned have the option,  
without any notice to the purchaser, of either can-  
celling the above sale, or of selling the goods by  
public or private sale at the risk and expense of  
the purchaser, or of retaining them, and if the  
goods are retained the usual charges for storage  
and fire insurance (on the value of the said goods)  
will be charged and also interest at the rate of  
12 per cent per annum from the date on which de-  
livery should have been taken.

It is at the option of the seller to demand 30  
cash before or any time after delivery of goods.

N.B. - Buyers must examine the goods before  
delivery, and no complaint may be made after de-  
livery of same.

Bearing interest at 24% per annum after due  
date of this order.

Tare Four Catties per Bag.

Broker for Vendor and  
Purchaser

Sd. Hai Pao  
EK HIN HANG  
122, Cecil St. Singapore  
Sd. In Chinese.

Sd. R. Jumabhoy 40  
R. JUMABHOY & SONS LTD.

EXHIBIT "D18"

Singapore,  
12-9-50.

Defendant's  
Exhibits.

Bought of R. JUMABHOY & SONS, LTD.  
24, MALACCA STREET.

Sold to Messrs. LAM LEE (CHOP)  
70, Telok Ayer Street,  
Tel. 80667

"D18"

Contract  
between  
Defendant and  
Chop Lam Lee.

Term: Cash in Silver or Bank Notes:

12th September,  
1950.

10 Subject to conditions of sale of The Indian Chamber  
of Commerce, Singapore.

25 (Twenty five) Tons Zanzibar 2nd Grade  
CLOVES at \$91/- (dollars ninety-one) per  
picul delivery to Buyers godown in Singa-  
pore; Shipment from Zanzibar any time  
during November, 1950.

Payment Net Cash on Delivery

Subject to forced measure.

20 Delivery to be taken on arrival from date.  
In default of delivery being taken within the stip-  
ulated time, the undersigned have the option, with-  
out any notice to the purchaser, of either can-  
celling the above sale, or of selling the goods by  
public or private sale at the risk and expense of  
the purchaser, or of retaining them, and if the  
goods are retained the usual charges for storage  
and fire insurance (on the value of the said goods)  
will be charged and also interest at the rate of  
12 per cent per annum from the date on which de-  
30 livery should have been taken.

It is at the option of the seller to demand  
cash before or any time after delivery of goods.

N.B. - Buyers must examine the goods before  
delivery, and no complaint may be made after de-  
livery of same.

Bearing interest at 24% per annum after due  
date of this order.

Tare Four Catties per Bag.

40 Broker for Vendor and  
Purchaser

Chop Lam Lee  
No. 70 Telok Ayer St.  
Sd. Joo Long  
Sd. In Chinese

Sd. R. Jumabhoy  
R. JUMABHOY & SONS, LTD.



Defendant's  
Exhibits.

EXHIBIT "D18"

Singapore,  
13-9-50

"D18"

Contract  
between  
Defendant and  
Chee Seng & Co.  
(Malaya) Ltd.

13th September,  
1950.

Bought of R. JUMABHOY & SONS, LTD.  
24, MALACCA STREET.

Sold to Messrs. CHEE SENG & CO., (MALAYA) LTD.  
11-A, Telok Ayer Street.

Term: Cash in Silver or Bank Notes:

Subject to conditions of sale of The Indian Chamber  
of Commerce, Singapore.

1C

25 (Twenty-five) Tons Zanzibar 2nd Grade  
CLOVES at \$92/- (dollars ninety-two) per  
picul delivery to Buyers Godown in Singa-  
pore, Shipment from Zanzibar any time  
during November 1950.

Payment net Cash on delivery.

Subject to forced measure.

Delivery to be taken on arrival from date.  
In default of delivery being taken within the  
stipulated time, the undersigned have the option,  
without any notice to the purchaser, of either  
cancelling the above sale, or of selling the goods  
by public or private sale at the risk and expense  
of the purchaser, or of retaining them, and if the  
goods are retained the usual charges for storage  
and fire insurance (on the value of the said goods)  
will be charged and also interest at the rate of 12  
per cent per annum from the date on which delivery  
should have been taken.

2C

It is at the option of the seller to demand  
cash before or any time after delivery of goods.

3C

N.B. - Buyers must examine the goods before  
delivery, and no complaint may be made after de-  
livery of same.

Bearing interest at 24% per annum after due  
date of this order.

Tare Four Catties per Bag.

Broker for Vendor and  
Purchaser

Sd. Pragjibhai

Sd. R. Jumabhoy

R. JUMABHOY & SONS, LTD.

4C

EXHIBIT "D18"Singapore,  
20-10-50.Defendant's  
Exhibits."D18"Bought of R. JUMABHOY & SONS, LTD.  
24, MALACCA STREET.

Sold to MESSRS. K. RAMALAL &amp; CO.

Term: Cash in Silver or Bank Notes:

Subject to conditions of sale of The Indian Chamber  
of Commerce, Singapore.Contract  
between  
Defendant and  
K. Ramalal &  
Co.20th October,  
1950.

10        20 (Twenty) Tons Zanzibar 2nd Grade CLOVES  
          at \$89½ pcr picul delivery to Buyers godown  
          Shipment November, 1950.  
          Subject to forced measure.

20        Delivery to be taken on arrival from date.  
          In default of delivery being taken within the  
          stipulated time, the undersigned have the option,  
          without any notice to the purchaser, of either can-  
          celling the above sale, or of selling the goods by  
          public or private sale at the risk and expense of  
          the purchaser, or of retaining them, and if the  
          goods are retained the usual charges for storage  
          and fire insurance (on the value of the said goods)  
          will be charged and also interest at the rate of  
          12 per cent per annum from the date on which de-  
          livery should have been taken.

          It is at the option of the seller to demand  
          cash before or any time after delivery of goods.

30        N.B. - Buyers must examine the goods before  
          delivery, and no complaint may be made after de-  
          livery of same.

          Bearing interest at 24% per annum after due  
          date of this order.

Tare Four Catties per Bag.

Broker for Vendor and  
Purchaser

Nil    Sd. K. RAMANLAL &amp; CO.,

.....

Partner.

Sd. R. Jumabhoy

R. JUMABHOY &amp; SONS LTD.

Defendant's Exhibits.

EXHIBIT "D18"

Singapore,  
3-11-50.

"D18"

Contract between Defendant and Makhanlall & Co.

3rd November, 1950.

Bought of R. JUMABHOY & SONS, LTD.  
24, MALACCA STREET.

Sold to Messrs. MAKHANLALL & CO.

Term: Cash in Silver or Bank Notes

Subject to conditions of sale of The Indian Chamber of Commerce, Singapore.

25 (Twenty five) Tons Zanzibar Cloves  
2nd Grade November shipment at \$99/-  
per picul ex buyers godown

10

Delivery to be taken within ..... days from date. In default of delivery being taken within the stipulated time, the undersigned have the option, without any notice to the purchaser, of either cancelling the above sale, or of selling the goods by public or private sale at the risk and expense of the purchaser, or of retaining them, and if the goods are retained the usual charges for storage and fire insurance (on the value of the said goods) will be charged and also interest at the rate of 12 per cent per annum from the date on which delivery should have been taken.

20

Subject to force majeure.

It is at the option of the seller to demand cash before or any time after delivery of goods.

N.B. - Buyers must examine the goods before delivery, and no complaint may be made after delivery of same.

30

Bearing interest at 24% per annum after due date of this order.

Tare Four Catties per Bag.

Broker for Vendor and Purchaser

Sd. Illegible  
MAKHANLALL & CO.  
Sd. Illegible.

Sd. R. Jumabhoy  
R. JUMABHOY & SONS LTD.

EXHIBIT "D18"

Singapore,  
23-11-1950

Defendant's  
Exhibits.

"D18"

Bought of R. JUMABHOY & SONS, LTD.  
24, MALACCA STREET.

Sold to Messrs. BIAN BEE & CO.  
5, Telok Ayer Street.

Contract  
between  
Defendant and  
Bian Bee & Co.

Term: Cash in Silver or Bank Notes:

23rd November,  
1950.

10 Subject to conditions of sale of The Indian Chamber  
of Commerce, Singapore.

50 (Fifty) Tons Second Grade Zanzibar Cloves  
November Shipment ex buyers godown at \$105/-  
per picul.

20 Delivery to be taken within ..... days from  
date. In default of delivery being taken within  
the stipulated time, the undersigned have the op-  
tion, without any notice to the purchaser, of  
either cancelling the above sale, or of selling  
the goods by public or private sale at the risk  
and expense of the purchaser, or of retaining them,  
and if the goods are retained the usual charges  
for storage and fire insurance (on the value of the  
said goods) will be charged and also interest at  
the rate of 12 per cent per annum from the date on  
which delivery should have been taken.

Subject to force majeure.

It is at the option of the seller to demand  
cash before or any time after delivery of goods.

30 N.B. - Buyers must examine the goods before  
delivery, and no complaint may be made after de-  
livery of same.

Bearing interest at 24% per annum after due  
date of this order.

Tare Four Catties per Bag.

Broker for Vendor and  
Purchaser

Sd. Illegible

Sd. R. Jumabhoy  
R. JUMABHOY & SONS, LTD.

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Defendant's Exhibits.

EXHIBIT "D18"

Singapore,  
27-11-1950

"D18"  
Contract between Defendant and Thay Heng Guan.  
27th November, 1950.

Bought of R. JUMABHOY & SONS, LTD.  
24, MALACCA STREET.

Sold to Messrs. THAY HENG GUAN  
48, Cecil Street.

Term: Cash in Silver or Bank Notes:

Subject to conditions of sale of The Indian Chamber of Commerce, Singapore.

10

50 (Fifty) Tons Second Grade Zanzibar Cloves Shipment for S.S. Tjibadak at \$101/- per picul ex godown of buyer, Shipment S.S. Tjibadak in November/December 1950.

Delivery to be taken within ..... days from date. In default of delivery being taken within the stipulated time, the undersigned have the option, without any notice to the purchaser, of either cancelling the above sale, or of selling the goods by public or private sale at the risk and expense of the purchaser, or of retaining them, and if the goods are retained the usual charges for storage and fire insurance (on the value of the said goods) will be charged and also interest at the rate of 12 per cent per annum from the date on which delivery should have been taken.

20

Subject to force majeure and shipment.

It is at the option of the seller to demand cash before or any time after delivery of goods.

N.B. - Buyers must examine the goods before delivery, and no complaint may be made after delivery of same.

30

Bearing interest at 24% per annum after due date of this order.

Tare Four Catties per Bag.

Broker for Vendor and Purchaser

Sd. R. Jumabhoy

Sd. Illegible

R. JUMABHOY & SONS LTD.



EXHIBIT "D18"

Singapore,  
27-11-1950

Defendant's  
Exhibits.

"D18"

Bought of R. JUMABHOY & SONS, LTD.  
24, MALACCA STREET.

Sold to Messrs. BIAN BEE CO.  
5, Telok Ayer Street.

Term: Cash in Silver or Bank Notes:

Contract  
between  
Defendant and  
Bian Bee & Co.  
27th November,  
1950.

10 Subject to conditions of sale of The Indian Chamber  
of Commerce, Singapore.

20 (Twenty) Tons Zanzibar Cloves Second Grade  
Shipment for s.s. Tjibadak at \$101/- per  
picul ex buyers godown.

20 Delivery to be taken within ..... days from  
date. In default of delivery being taken within  
the stipulated time, the undersigned have the op-  
tion, without any notice to the purchaser, of  
either cancelling the above sale, or of selling  
the goods by public or private sale at the risk  
and expense of the purchaser, or of retaining them,  
and if the goods are retained the usual charges  
for storage and fire insurance (on the value of  
the said goods) will be charged and also interest  
at the rate of 12 per cent per annum from the date  
on which delivery should have been taken.

Subject to force majeure.

It is at the option of the seller to demand  
cash before or any time after delivery of goods.

30 N.B. - Buyers must examine the goods before  
delivery, and no complaint may be made after de-  
livery of same.

Bearing interest at 24% per annum after due  
date of this order.

Tare Four Catties per Bag.

Broker for Vendor and  
Purchaser

Sd. Hoi Poh

Sd. R. Jumabhoy

R. JUMABHOY & SONS LTD.

\_\_\_\_\_

Defendant's Exhibits.

EXHIBIT "D19"

Singapore,  
14-11-1950

"D19"

Contract between Defendant and Sin Hoa Trading Co.

Bought of R. JUMABHOY & SONS, LTD.  
24, MALACCA STREET.

Sold to Messrs. SIN HOA TRADING CO.  
8, Philip Street.

Term: Cash in Silver or Bank Notes:

14th November, 1950.

Subject to conditions of sale of The Indian Chamber of Commerce, Singapore.

10

25 (Twenty five) Tons Zanzibar Second Grade Cloves December Shipment at \$99/- per picul ex Buyers godown

Paid 18/12/50

Delivery to be taken within ..... days from date. In default of delivery being taken within the stipulated time, the undersigned have the option, without any notice to the purchaser, of either cancelling the above sale, or of selling the goods by public or private sale at the risk and expense of the purchaser, or of retaining them, and if the goods are retained the usual charges for storage and fire insurance (on the value of the said goods) will be charged and also interest at the rate of 12 per cent per annum from the date on which delivery should have been taken.

20

Subject to force majeure.

It is at the option of the seller to demand cash before or any time after delivery of goods.

N.B. - Buyers must examine the goods before delivery, and no complaint may be made after delivery of same.

30

Bearing interest at 24% per annum after due date of this order.

Tare Four Catties per Bag.

Broker for Vendor and Purchaser.

Sd. Illegible

Sd. R. Jumabhoy  
R. JUMABHOY & SONS LTD.

EXHIBIT "D19"Singapore,  
16-11-1950Defendant's  
Exhibits."D19"Bought of R. JUMABHOY & SONS, LTD.  
24, MALACCA STREET.Sold to Messrs. SIN HOA TRADING CO.  
8, Philip Street.

Term: Cash in Silver or Bank Notes.

Contract  
between  
Defendant and  
Sin Hoa Trading  
Co.16th November,  
1950.10 Subject to conditions of sale of The Indian Chamber  
of Commerce, Singapore.25 (Twenty five) Tons Second Grade Zanzibar  
Cloves December Shipment at \$100/- One  
hundred per picul ex buyers godown

Paid 18/12/50.

20 Delivery to be taken within ..... days from  
date. In default of delivery being taken within  
the stipulated time, the undersigned have the op-  
tion, without any notice to the purchaser, of  
either cancelling the above sale, or of selling  
the goods by public or private sale at the risk  
and expense of the purchaser, or of retaining them,  
and if the goods are retained the usual charges  
for storage and fire insurance (on the value of  
the said goods) will be charged and also interest  
at the rate of 12 per cent per annum from the date  
on which delivery should have been taken.

Subject to force majeure.

It is at the option of the seller to demand  
cash before or any time after delivery of goods.30 N.B. - Buyers must examine the goods before  
delivery, and no complaint may be made after de-  
livery of same.Bearing interest at 24% per annum after due  
date of this order.

Tare Four Catties per Bag.

Broker for Vendor and  
Purchaser

Sd. Illegible.

Sd. R. Jumabhoy  
R. JUMABHOY & SONS LTD.



Defendant's  
Exhibits.

EXHIBIT "D19"

Singapore,  
17-11-1950

"D19"  
Contract  
between  
Defendant and  
Sin Hoa Trading  
Co.  
17th November,  
1950.

Bought of R. JUMABHOY & SONS, LTD.  
24, MALACCA STREET.

Sold to Messrs. SIN HOA TRADING CO.

Term: Cash in Silver or Bank Notes:

Subject to conditions of sale of The Indian Chamber  
of Commerce, Singapore.

25 (Twenty five) Tons Second Grade Zanzibar  
Cloves December Shipment at \$102/- per picul  
ex Buyers Godown

10

Paid 15/12/50.

Delivery to be taken within ..... days from  
date. In default of delivery being taken within  
the stipulated time, the undersigned have the op-  
tion, without any notice to the purchaser, of  
either cancelling the above sale, or of selling  
the goods by public or private sale at the risk  
and expense of the purchaser, or of retaining  
them, and if the goods are retained the usual  
charges for storage and fire insurance (on the  
value of the said goods) will be charged and also  
interest at the rate of 12 per cent per annum from  
the date on which delivery should have been taken.

20

Subject to force majeure.

It is at the option of the seller to demand  
cash before or any time after delivery of goods.

N.B. - Buyers must examine the goods before  
delivery, and no complaint may be made after de-  
livery of same.

30

Bearing interest at 24% per annum after due  
date of this order.

Tare Four Catties per Bag.

Broker for Vendor and  
Purchaser

Sd. Illegible.

Sd. R. Jumabhoy  
R. JUMABHOY & SONS LTD.

EXHIBIT "D19"Singapore,  
17-11-1950Defendant's  
Exhibits."D19"Bought of R. JUMABHOY & SONS, LTD.  
24, MALACCA STREET.

Sold to Messrs. SIN HOA TRADING CO.

Term: Cash in Silver or Bank Notes:

Subject to conditions of sale of The Indian Chamber  
of Commerce, Singapore.Contract  
between  
Defendant and  
Sin Hoa Trading  
Co.17th November,  
1950.10 25 (Twenty five) Tons Zanzibar Second Grade  
Cloves December Shipment at \$103/- per picul  
ex Buyers Godown.

Paid 18/12/50.

20 Delivery to be taken within ..... days from  
date. In default of delivery being taken within  
the stipulated time, the undersigned have the op-  
tion, without any notice to the purchaser, of  
either cancelling the above sale, or of selling  
the goods by public or private sale at the risk  
and expense of the purchaser, or of retaining  
them, and if the goods are retained the usual  
charges for storage and fire insurance (on the  
value of the said goods) will be charged and also  
interest at the rate of 12 per cent per annum from  
the date on which delivery should have been taken.

Subject to force majeure.

It is at the option of the seller to demand  
cash before or any time after delivery of goods.30 N.B. - Buyers must examine the goods before  
delivery, and no complaint may be made after de-  
livery of same.Bearing interest at 24% per annum after due  
date of this order.

Tare Four Catties per Bag.

Broker for Vendor and  
Purchaser

Sd. Illegible.

Sd. R. Jumabhoy  
R. JUMABHOY & SONS LTD.

Defendant's Exhibits.

EXHIBIT "D19"

Singapore,  
20-12-1950

"D19"

Contract between Defendant and Panachand & Co.

Bought of R. JUMABHOY & SONS, LTD.  
24, MALACCA STREET.

Sold to Messrs. PANACHAND & CO.

Term: Cash in Silver or Bank Notes:

20th December, 1950.

Subject to conditions of sale of The Indian Chamber of Commerce, Singapore.

25 (Twenty five) Tons Zanzibar Second Grade Cloves as it arrives December Shipment at \$102/- per picul as Buyers Godown. 10

Delivery to be taken within ..... days from date. In default of delivery being taken within the stipulated time, the undersigned have the option, without any notice to the purchaser, of either cancelling the above sale, or of selling the goods by public or private sale at the risk and expense of the purchaser, or of retaining them, and if the goods are retained the usual charges for storage and fire insurance (on the value of the said goods) will be charged and also interest at the rate of 12 per cent per annum from the date on which delivery should have been taken. 20

Subject to force majeure.

It is at the option of the seller to demand cash before or any time after delivery of goods.

N.B. - Buyers must examine the goods before delivery, and no complaint may be made after delivery of same. 30

Bearing interest at 24% per annum after due date of this order.

Tare Four Catties per Bag.

Broker for Vendor and Purchaser

Sd. Illegible for Panachand & Co.

Sd. R. Jumabhoy  
R. JUMABHOY & SONS LTD.

Sd. ....  
Partner.

EXHIBIT "D19"

Singapore,  
1-11-1950.

Bought of R. JUMABHOY & SONS, LTD.  
24, MALACCA STREET.

Sold to Messrs. R. PURSHOTAM.

Term: Cash in Silver or Bank Notes:

Subject to conditions of sale of The Indian Chamber  
of Commerce, Singapore.

Defendant's  
Exhibits.

"D19"

Contract  
between  
Defendant and  
R. Purshotam.

1st November,  
1950.

10            25 (Twenty five) Tons second grade Zanzibar  
Cloves December shipment at \$94/- per picul  
ex buyers godown

Delivery to be taken within ..... days from  
date. In default of delivery being taken within  
the stipulated time, the undersigned have the op-  
tion, without any notice to the purchaser, of  
either cancelling the above sale, or of selling  
the goods by public or private sale at the risk  
and expense of the purchaser, or of retaining  
20            them, and if the goods are retained the usual  
charges for storage and fire insurance (on the  
value of the said goods) will be charged and also  
interest at the rate of 12 per cent per annum  
from the date on which delivery should have been  
taken.

NOTE: This is  
printed across  
document.

**THIS IS CANCELLED**  
**SD. R. JUMABHOY**

Subject to force majeure.

It is at the option of the seller to demand  
cash before or any time after delivery of goods.

30            N.B. - Buyers must examine the goods before  
delivery, and no complaint may be made after de-  
livery of same.

Bearing interest at 24% per annum after due  
date of this order.

Tare Four Catties per Bag.

Broker for Vendor and  
Purchaser

Sd. Illegible.

Sd. R. Jumabhoy

P.P. RANCHORDAS PURSHOTAM.

R. JUMABHOY & SONS LTD.

Defendant's Exhibits.

EXHIBIT "D19"

Singapore,  
2-11-1950.

"D19"

Contract between Defendant and Makhanlall & Co.

2nd November, 1950.

Bought of R. JUMABHOY & SONS, LTD.  
24, MALACCA STREET.

Sold to Messrs. MAKHANLALL & CO.

Term: Cash in Silver or Bank Notes:

Subject to conditions of sale of The Indian Chamber of Commerce, Singapore.

50 (Fifty) Tons Zanzibar Second Grade Cloves at \$94/- per picul ex buyers godown December shipment.

10

Delivery to be taken within ..... days from date. In default of delivery being taken within the stipulated time, the undersigned have the option, without any notice to the purchaser, of either cancelling the above sale, or of selling the goods by public or private sale at the risk and expense of the purchaser, or of retaining them, and if the goods are retained the usual charges for storage and fire insurance (on the value of the said goods) will be charged and also interest at the rate of 12 per cent per annum from the date on which delivery should have been taken.

20

Subject to force majeure.

It is at the option of the seller to demand cash before or any time after delivery of goods.

N.B. - Buyers must examine the goods before delivery, and no complaint may be made after delivery of same.

30

Bearing interest at 24% per annum after due date of this order.

Tare Four Catties per Bag.

Broker for Vendor and Purchaser

Settled

Sd. Kim Hong.

Sd. R. Jumabhoy  
R. JUMABHOY & SONS LTD.



EXHIBIT "D19"

Singapore,  
3-11-1950.

Defendant's  
Exhibits.

"D19"

Bought of R. JUMABHOY & SONS, LTD.  
24, MALACCA STREET

Sold to Messrs. MAKHANLALL & CO.

Term: Cash in Silver or Bank Notes:

Contract  
between  
Defendant and  
Makhanlall &  
Co.

Subject to conditions of sale of The Indian Chamber  
of Commerce, Singapore.

3rd November,  
1950.

10           50 (Fifty) Tons Zanzibar Cloves Zanzibar  
              second grade December Shipment at \$95/-  
              Ninety five per picul ex buyer's godown.

20           Delivery to be taken within ..... days from  
              date. In default of delivery being taken within  
              the stipulated time, the undersigned have the op-  
              tion, without any notice to the purchaser, of  
              either cancelling the above sale, or of selling  
              the goods by public or private sale at the risk  
              and expense of the purchaser, or of retaining  
              them, and if the goods are retained the usual  
              charges for storage and fire insurance (on the  
              value of the said goods) will be charged and also  
              interest at the rate of 12 per cent per annum from  
              the date on which delivery should have been taken.

Subject to force majeure.

It is at the option of the seller to demand  
cash before or any time after delivery of goods.

Settled

30           N.B. - Buyers must examine the goods before  
              delivery, and no complaint may be made after de-  
              livery of same.

Bearing interest at 24% per annum after due  
date of this order.

Tare Four Catties per Bag.

Broker for Vendor and  
Purchaser

Sd. Illegible

Sd. R. Jumabhoy  
R. JUMABHOY & SONS LTD.



Defendant's Exhibits.

EXHIBIT "D19"

Singapore,  
11-11-1950

"D19"

Contract between Defendant and Hock Ee Chan.

Bought of R. JUMABHOY & SONS, LTD.  
24, MALACCA STREET.

Sold to Messrs. HOCK EE CHAN  
Telok Ayer Street.

Term: Cash in Silver or Bank Notes:

11th November, 1950.

Subject to conditions of sale of The Indian Chamber of Commerce, Singapore.

10

25 (Twenty five) Tons Second Grade Zanzibar Cloves at \$99/- per picul ex buyer's godown December Shipment.

Delivery to be taken within ..... days from date. In default of delivery being taken within the stipulated time, the undersigned have the option, without any notice to the purchaser, of either cancelling the above sale, or of selling the goods by public or private sale at the risk and expense of the purchaser, or of retaining them, and if the goods are retained the usual charges for storage and fire insurance (on the value of the said goods) will be charged and also interest at the rate of 12 per cent per annum from the date on which delivery should have been taken.

20

Subject to force majeure.

It is at the option of the seller to demand cash before or any time after delivery of goods.

N.B. - Buyers must examine the goods before delivery, and no complaint may be made after delivery of same.

30

Bearing interest at 24% per annum after due date of this order.

Tare Four Catties per Bag.

Sd. Jamadas.

Sd. R. Jumabhoy  
R. JUMABHOY & SONS LTD.





Defendant's  
Exhibits.

EXHIBIT "D20"

No. 10.

Singapore,  
1-2-1951.

"D20"

Name, Chop Ban Choon.

Hoi Pue  
Brokerage \$285-18

Bill Book,  
No.10.

30-1-1951

483 Bundles Zanzibar Second Grade  
Cloves Gross P.K.L.S. 690-34  
Tare. 19-32  
Nett. 671-02

10

@ \$85/- Per Picul ex buyers' godown = \$ 57036-70.

CB + CB  
2 + 6

Received cheque from you \$57120-00  
This Bill \$57036-70

Amount to your credit \$ 83-30

Returned by Cheque

\$57036-70

When paid

Bill Book,  
No.11.

No. 11.

Singapore,  
1-1-1951.

20

Name, Guan Huat.

482 Bundles Zanzibar Second Grade  
Cloves Gross P.K.L.S. 689-01  
Tare: 19-28  
Nett: 669-73

@ \$85/- per picul ex buyers' godown = \$56927-05

1 bundle: Nett Pkts: 140

= 119-00

CB2

\$57046-05 Credit

Returned by Cheque.

Received by cheque \$57120-00

Amount this Bill \$57046-05

Balance to your credit \$ 73-95

30

EXHIBIT "D20"No. 12.

Hoi Pue

Brokerage ~~8~~301-64

Name: Ek Him Hang, 122 Cecil Street.

Singapore,  
1-2-1951.Defendant's  
Exhibits."D20"Bill Book,  
No. 12.

1-2-1951

485 Bundles Zanzibar Second Grade Cloves

Gross P.K.L.S: 689-73

Tare: 19-40Nett: 670-33

10

© ~~8~~90/- per picul delivery to buyers'godown = ~~8~~60329-701 B'dle - net Pkts. 140/- = 126.00Returned by Cheque 60455-70

Sd.

~~8~~

When paid .....

Recd. Cheque - ~~8~~ 60480.00 CBAmount this bill ~~8~~ 60455.70 zBalance to your  
credit ~~8~~ 24.30

20

No. 12A

Hoi Pue

Brokerage ~~8~~243-99

Name: Bian Bee Co.

Singapore,  
2-2-1951Bill Book  
No. 12A.

340 Bundles Zanzibar Second Grade Cloves

Gross P.K.L.S: 438-45

Tare: 13-60

Nett: 469-85

Nett Pkts: 336-00

© ~~8~~105/- per picul ex buyers' godown ~~8~~35280-00

30

Nett Pkts: 133-85

© ~~8~~101/- per picul ex buyers' godown ~~8~~13518-85~~8~~48798-85Received cheque from you ~~8~~48854-40Amount of this bill ~~8~~48798-85

Balance to your credit

Cheque enclosed ~~8~~00055-55

CB.6

When paid 3-2-1951.

Defendant's  
Exhibits.

EXHIBIT "D20"

No. 13

Singapore,  
2-2-1951.

"D20"

Name, Thay Hien Gwan Brothers Ltd.

Bill Book,  
No. 13.

240 Bundles Zanzibar second grade Cloves 1-2-51.

Gross P.K.L.S: 345-07

Tare: 9-60

Nett: 335-47

@ \$101/- per picul ex buyers' godown = \$33882-47

Received cheque from you \$33936-00

10

Amount of this bill \$33882-47

Balance to your credit \$00053-53

Cheque enclosed

CB

6

When enclosed 3-2-1951

Bill Book,  
No. 14.

No. 14.

Brokerage paid to

Singapore,  
2-2-1951.

Pranjiin 127  
52

Name, Haji Habib Peermohamed

20

120 Bundles Zanzibar Second Grade Cloves 1-2-51.

Gross P.K.L.S: 170-90

Tare: 4-80

Nett: 166-10

1 Bundle - nett

1-37

167-47

@ \$92/- per picul ex buyers' godown = \$15407-24

Received cheque from you \$15456-00

30

Amount of this bill \$15407-24

Balance amount to your credit \$ 48-76

Cheque enclosed.

When paid 3-2-1951

EXHIBIT "D20"

No.15.

Singapore,  
3-2-1951Defendant's  
Exhibits.

Name, Raj Kumar &amp; Co.

"D20"

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2-2-51.

483 Bundles Zanzibar Second Grade Cloves

Gross P.K.L.S: 691-17

Tare: 19-32

Nett: 671-85

Bill Book,  
No. 15.

@ \$88/- per picul ex buyers' godown = \$59122-80

10 Received from you cheque \$59136-00

Amount of this bill \$59122-80Balance to your credit \$00013-20

Cheque enclosed

When paid 3-2-1951.  

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No. 18.Singapore,  
5-2-1951.Bill Book,  
No. 18.

Name, Chee Seng &amp; Co.

120 Bundles Zanzibar Second Grade Cloves

Gross P.K.L.S: 172-49

Tare: 4-80Nett: 167-69

20

@ \$92/- per picul ex godown = \$15427-48

Received cheque from you \$15456-00

Amount of this bill \$15427-48Balance to your credit \$ 28-52Refunded by cheque.  

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Defendant's  
Exhibits.

EXHIBIT "D20"

No. 19

Singapore,  
5-2-1951.

"D20"

Name, Ranchordas Purshotam.

Bill Book,  
No. 19.

304 Bundles Zanzibar Second Grade Cloves

Gross P.K.L.S: 431-49

Tare: 12-16

Nett: 419-33

@ \$94/- per picul ex buyers' godown =

~~\$~~ 39417-02

197-09  $\frac{1}{2}\%$  Brokerage 10

39219-93

-10

~~\$~~ 39219-83

~~\$~~39219-83

When paid 5-2-1950

N.C. BK. of N.Y.

Bill Book,  
No. 20.

No. 20.

Singapore,  
5-2-1951.

Name, Chop Lam Lee

121 Bundles Zanzibar Second Grade Cloves

Gross P.K.L.S: 172-03

Tare: 4-84

Nett: 167-19

@ \$91/- per picul ex buyers' godown = ~~\$~~15214-29

Received cheque from you ~~\$~~15288-00

Amount of this bill ~~\$~~15214-29

Balance to your credit ~~\$~~00073-71

Cheque enclosed ~~\$~~00073-71

When paid 5-2-1951.

EXHIBIT "D20"No. 21.Singapore,  
5-2-1951Defendant's  
Exhibits."D20"

Name, Indu &amp; Company

3-2-51.

Bill Book,  
No. 21.

121 Bundles Zanzibar Second Grade Cloves

Gross Pkls: 172-49

Tare: 4-84

Nett: 167-65

@ \$85/- per picul ex buyers' godown = \$14250-25

Received from you cheque \$14280-00

10 Amount of this bill \$14250-25

Balance to your credit

Cheque enclosed \$00029-75

When paid 5-4-1951

No. 22.Singapore,  
5-2-1951.Bill Book,  
No. 22.

Name, Ho Seng Trading Co.

97 Bundles Zanzibar second Grade Cloves

Gross Pkls: 138.24

Tare: 3.88

Nett: 134.36

20 @ \$95/- per picul ex buyers' godown = \$12764.20

Received cheque from you - \$ 12768.00

Amount of this bill \$ 12764.20

Balance to your credit \$ 3.80

Cheque enclosed CB.

When paid 5-2-1951.

Defendant's Exhibits.

EXHIBIT "D20"

No. 28

Singapore,  
14.2.1951.

"D20"

Name, Makhanlall & Co.,

Bill Book,  
No. 28.

13-2-

253 Bales Zanzibar Second Grade Cloves

Gross Pkls: 360.22

Tare: 10.12

Nett: 350.10

@ \$95/- per Picul ex buyers' godown =

\$33259.50

166.29  $\frac{1}{2}$ % Brokerage

.10 Dharman Less

\$33092.61

10

CB. 6

When paid .....

Bill Book,  
No. 29.

No. 29.

Singapore,  
14.2.1951.

Name, Bansidhar Gopaldas

13.2.51

121 Bales Zanzibar Second Grade Cloves

Gross Pkls. 171.20

Tare: 4.84

Nett: 166.36

20

@ \$100/- Per Picul ex buyers' godown =

\$16636/-

Received a cheque from you \$16800.00

Amount of this bill \$16636.00

Balance to your credit \$ 164.00

Cheque enclosed CB

8

When paid .....

EXHIBIT "D21"HONGKONG AND SHANGHAI BANKING CORPORATION

RECEIVED for the Credit of  
R. Jumabhoy & Sons Ltd.

Defendant's  
Exhibits.

"D21"

Paying in Slips  
(Hongkong and  
Shanghai  
Banking  
Corporation)

In Coin		₹	
Cheque	Ch. BK. No. 064782		59136.00
Cheques	E.B.L. No. 153801		16632.00
			<u>₹ 75768.00</u>

10

Dollars Seventy five thousand seven hundred sixty  
eight only.

24-1-1951

HONGKONG & SHANGHAI BANKING  
CORPORATION SINGAPORE

RECEIVED.

Sd. Illegible  
Cashier.

{9}  
{15}

HONGKONG AND SHANGHAI BANKING CORPORATION

RECEIVED for the Credit of  
R. Jumabhoy & Sons Ltd.

20	In Coin		₹	
	Cheque	B. of C. No. SA. 460208		57120.00
	Cheques	N. T. S. No. 570582		15456.00
				<u>₹ 72576.00</u>

Dollars Seventy two thousand five hundred seventy  
six only.

24-1-1951

HONGKONG & SHANGHAI BANKING  
CORPORATION SINGAPORE

RECEIVED

Sd. Illegible  
Cashier

30

{10}  
{18}



Defendant's  
Exhibits.

EXHIBIT "D21"

HONGKONG AND SHANGHAI BANKING CORPORATION

RECEIVED for the Credit of  
R. Jumabhoy & Sons Ltd.

"D21"  
Paying in Slips  
(Hongkong and  
Shanghai  
Banking  
Corporation)  
- continued.

	U.C. Bk.	₹ 48,854.40
	No. SB189281	
	B.H.L. Bk.	60,480.00
	S. 990263	
Cheques	O.C.B.C.	57,120.00
	No. S1036906	
	8	
		<u>₹166,454.40</u>

10

Dollars One hundred sixty six thousand four hundred  
fifty four and cents forty only.

24-1-1951

HONGKONG & SHANGHAI BANKING  
CORPORATION SINGAPORE

RECEIVED

Sd. Illegible  
Cashier.

{11}  
{12} (12A)

HONGKONG AND SHANGHAI BANKING CORPORATION

RECEIVED for the Credit of  
R. Jumabhoy & Sons Ltd.

In Coin  
Cheque B.H.L. Bk.  
No. 3946631 ₹ 15,288.00  
Cheques O.U.B.L.  
No. 297786 33,936.00  
₹ 49,224.00

20

Dollars Forty nine thousand two hundred twenty  
four only.

24-1-1951

HONGKONG & SHANGHAI BANKING  
CORPORATION SINGAPORE

RECEIVED

Sd. Illegible  
Cashier.

{13}  
{20}

30

EXHIBIT "D21"HONGKONG AND SHANGHAI BANKING CORPORATION

RECEIVED for the Credit of  
R. Jumabhoy & Sons Ltd.

Cheques	E.B.L. No. 189700	₹ 15,456.00
		<u>₹ 15,456.00</u>

Defendant's  
Exhibits.

"D21"

Paying in Slips  
(Hongkong and  
Shanghai  
Banking  
Corporation)  
- continued.

Dollars Fifteen thousand four hundred fifty six  
only.

10 24-1-1951

HONGKONG & SHANGHAI BANKING  
CORPORATION SINGAPORE

RECEIVED

Sd. Illegible  
Cashier

(14)

HONGKONG AND SHANGHAI BANKING CORPORATION

RECEIVED for the Credit of  
R. Jumabhoy & Sons Ltd.

Cheques	N.H.V. Bk. No. 2324	₹ 14,280.00
		<u>₹ 14,280.00</u>

20 Dollars Fourteen thousand two hundred and eighty  
only.

24-1-1951

HONGKONG & SHANGHAI BANKING  
CORPORATION SINGAPORE

RECEIVED

Sd. Illegible  
Cashier

(21)

Defendant's Exhibits.

"D21"

Paying in Slips (Hongkong and Shanghai Banking Corporation) - continued.

EXHIBIT "D21"  
HONGKONG AND SHANGHAI BANKING CORPORATION

RECEIVED for the Credit of  
R. Jumabhoy & Sons Ltd.

In Cheques H.S.B.C.  
No. 87/378 \$ 16,800.00  
\$ 16,800.00

Dollars Sixteen thousand eight hundred only.

24-1-1951

HONGKONG & SHANGHAI BANKING CORPORATION SINGAPORE

10

RECEIVED

Sd. Illegible  
Cashier.

(29)

HONGKONG AND SHANGHAI BANKING CORPORATION

RECEIVED for the Credit of  
R. Jumabhoy & Sons Ltd.

In Cheques N.T.S. Bk.  
No. 563557 \$ 41,351.40  
\$ 41,351.40

Dollars Forty one thousand three hundred fifty one and cents forty only. 20

30-1-1951

HONGKONG & SHANGHAI BANKING CORPORATION SINGAPORE

RECEIVED

Sd. Illegible  
Cashier

(8)

EXHIBIT "D21"

HONGKONG AND SHANGHAI BANKING CORPORATION

RECEIVED for the Credit of  
R. Jumabhoy & Sons Ltd.

In Cheques	Ch. Bk. of India	₹ 12,768.00
	251157	<u>₹ 12,768.00</u>
		<u>₹ 12,768.00</u>

Defendant's Exhibits.

"D21"

Paying in Slips  
(Hongkong and  
Shanghai  
Banking  
Corporation)  
- continued.

Dollars Twelve thousand seven hundred sixty eight only.

10 2nd Feb. 1951.

HONGKONG & SHANGHAI BANKING  
CORPORATION SINGAPORE

RECEIVED

Sd. Illegible  
Cashier.

(22)

HONGKONG AND SHANGHAI BANKING CORPORATION

RECEIVED for the Credit of  
R. Jumabhoy & Sons Ltd.

In Cheques	N.C. Bk.	₹ 39,219.83
		<u>₹ 39,219.83</u>
		<u>₹ 39,219.83</u>

20 Dollars Thirty nine thousand two hundred nineteen and cents eighty three only.

5-2-1951.

HONGKONG & SHANGHAI BANKING  
CORPORATION SINGAPORE

RECEIVED

Sd. Illegible  
Cashier.

(19)

Defendant's Exhibits.

EXHIBIT "D21"

HONGKONG AND SHANGHAI BANKING CORPORATION

"D21"

RECEIVED for the Credit of  
R. Jumabhoy & Sons Ltd.

Paying in Slips  
(Hongkong and  
Shanghai  
Banking  
Corporation)  
- continued.

In Cheques	E.B.L. No. 16296	₹ 33,092.61
		<u>₹ 33,092.61</u>

Dollars Thirty three thousand and ninety two and cents sixty one only.

HONGKONG & SHANGHAI BANKING CORPORATION SINGAPORE.

10

RECEIVED

Sd. Illegible  
Cashier.

15-2-1951

(28)

EXAMINED.

I certify that this is a true copy of the original.

REGISTRAR.

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