

MORGAN, L. & T. S. S. CO. v. DE
ARROTEGUL.¹

District Court, E. D. New York. May 7, 1885.

ADMIRALTY—PLEADING—NAMES OF
PARTIES—EXCEPTION.

An averment in an answer in an action for salvage that “other Insurance companies” were insurers of property saved is insufficient, in the absence of an averment that their names are unknown.

In Admiralty. Exception to answer.

Charles H. Tweed and R. D. Benedict, for libellant.

Evarts, Southmayd & Choate, (Treadwell Cleveland,) for claimant.

BENEDICT, J. The exception taken to the answer is equivalent to a motion to make more definite and certain the averment of the second article of the answer, where it is alleged that “the Thames & Mersey Marine Insurance Company, Limited, and other insurance companies, were insurers” of the property saved. Manifestly this averment is uncertain, in that it does not designate by name the insurance companies referred to by the words “other insurance companies.” In the absence of an averment that the names of such other insurance companies are unknown to the defendants, the allegation in the second article of the answer is insufficient.

Exception sustained, with leave to defendants to amend.

¹ Reported by R. D. & Wyllys Benedict., Esqs., of the New York bar.

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