The Defendant by his attornies then prayed the opinion of the court and their direction to the Jury to the following effect. that if they were satisfied that the said Defendant on the 24th day of april 1793 with the consent of the said Dehaulms directed Messrs Chaneaulme and Brothers to pay over to Messrs Dallarde Swann &c French merchants the amount of the money then due from him the said Defendant to the said Dehaulms and that the said Chaneaulme and Brothers did in virtue of such directions pay the same over to the said Dallarde Swann &c on the 8th day of June 1793 and that the said Dallarde Swann &c had orders from the said Defendant to lay the said money out in merchandize the most suitable for the markets of the United States of America and to insure the said merchandize and ship the same to different ports in the said United States and it was agreed between the said Dehaulms and the said Defendant that such purchase and shipment should be for and on account of them the said Dehaulms that then the said note upon which this suit is brought is paid off and discharged and that no action can be sustained thereon even though the jury should be of opinion that the money so deposited in the hands of Dallarde Swann &c by Chaneaulme and Brothers was in assignats which were in a depreciated situation. But the Court was of opinion that the said direction ought not to be given and did refuse to give the same to the Jury. To which opinion of the court the Defendant by his Counsel prayed leave to except and that this his bill of Exception may be signed and sealed according to the form of the statute which is accordingly done this 29th day of may seventeen hundred and ninety nine.

Jeremiah Townley Chase (Seal)
G. Duvall (Seal)
John Done (Seal)

John Hoffman
vs
Jean Payen Boisneuf

In this case it was admitted that the note upon which this suit is brought was executed in the Republic of France, that at the time of the execution of the said note the said Dehaulms the drawees and Jean Payen Boisneuf the Defendant were not for many years before had been residents and citizens of France and had continued such until the twelfth day of June seventeen hundred and ninety three when the defendant left France and came to america, that the said Dehaulms continued in france until the year 1796. It was also admitted that in the year 1790 the French Government emitted a kind of paper money called assignats which by the laws of that country were made current money and that a payment in assignats of a debt contracted in specie if received by the creditor was an extinction of such debt. That these assignats continued in circulation until the year 1796. That from the 9th of april until the 10th of October 1793. assignats were a legal tender in France in discharge of all debts to be contracted or that had been contracted between subjects of that government residing therein and that a tender thereof

was a discharge of such debts. That the name of John Hoffman the Plaintiff in this case is only lent to the said Dehaulms the drawees of the said note and that this suit is brought for the benefit of the said Indorsees except to a small amount and that any money recovered thereon except to the small amount aforesaid will be theirs. That the note upon which this suit is brought though dated on the fifth day of January 1793 is only the renewal of a note dated in 1786 with one years interest from the 5th of January 1792. to the 5th of January 1793. added thereto, which last note was given by the said Defendant to the said Dehaulms in France for a specie debt before the emission of any paper money in that country. and for a sum in specie by them lent to him. The Defendant then produced and read to the Jury a power of Attorney bearing on the 26th of September 1792. from the said Dehaulms the drawees of the note upon which this suit is brought to the said Defendant Jean Payen Boisneuf which follows in these words, to wit.

Tours 26 September 1792.

The difficulties of placing funds advantageously at this time determines us to request that favor of you, when you wish to reimburse the debt which you and your brother owe us, to employ it in merchandize proper for the consumption of the United States and when the said merchandize shall be sold in the different ports of the United states and the product of the sales shall be received to place them in public paper of the United states which you may Judge most to our Interest, we authorize you therefore to place our funds in the hands of french merchants who will purchase merchandize the most convenient for the United states and cause them to be assured. We approve all that you shall do in this respect confiding intirely in your wisdom and friendship.

We have the honor, to be very perfectly
Sir. Yr. Obt. Servts.
E. Dehaulme
Dehaulme
Dehaulme

Mr. Payen Boisneuf.

whereby they requested authorised and directed the said Defendant to pay over and place in the hands of French merchants all the money he owes them the said Dehaulms with directions to such merchants to the lay the same out in merchandize the most suitable for the markets of the United states of america, and to insure the said merchandize and ship the same to different ports in the said United states there to be sold. The Defendant also offered evidence to the Jury to prove that at the time the note upon which this suit is brought was given it being for the principal and interest of the debt due from the said Defendant to the said Dehaulms before and on the twenty sixth day of September seventeen hundred and ninety two, it was considered understood and agreed upon by the said Dehaulms and the said Defendant that the giving of the said note upon which this suit is brought was no revocation of the power of Attorney above mentioned, but that the Defendant still remained charged