And the Jurors of the Jury whereof mention is within made, being called come, that is to say, Samuel Chew, Nathan Smith, William Coe, Nathan Hammond, Henry Wangkop, Patrick Sim, James Allston, Nathan Braconer, John Perry, William Johnson of Jeremiah, Benjamin Merrow and Theodore Hodgkin, who being duly elected tried and sworn to say the truth in the premises, upon their Oath do say, that the said Jean Payen Boisneuf did assume upon himself in manner and form as the aforesaid John Hoffman within against him hath complained; and they assess the damages of the aforesaid John Hoffman by reason thereof to the sum of two thousand two hundred and sixty three pounds six shillings and nine pence current money besides his costs and charges by him about his suit in this behalf laid out and expended. And the said Jean Payen Boisneuf by his attorneys aforesaid appears in court here, and the said Jean Payen Boisneuf offers to give special bail to the action aforesaid, in the plea aforesaid, whereupon on consent of the said John Hoffman by his Atty. afs. certain James Marshall and Victorie Pauline Marie Gabriel Delavineendee of Frederick county, present here in court in proper persons undertake for the said Jean Payen Boisneuf that in case the aforesaid John Hoffman shall recover judgment against the said Jean Payen Boisneuf in the plea aforesaid or that the said Jean Payen Boisneuf shall be therein legally convict that then the said Jean Payen Boisneuf shall pay the condemnation of the court thereupon or render his body to the custody of the sheriff of Frederick county in satisfaction thereof or that they the said James Marshall and Victorie Pauline Marie Gabriel Delavineendee will do the same for him. Therefore it is considered by the court here, that the aforesaid John Hoffman recover against the said Jean Payen Boisneuf as well the sum of two thousand two hundred and sixty three pounds six shillings and nine pence current money his damages aforesaid by the Jurors aforesaid assessed, as also the quantity of two thousand five hundred and sixty six pounds of tobacco by the court here unto him the aforesaid John Hoffman on his assent adjudged for his costs and charges by him about his suit in this behalf laid out and expended, and the said Jean Payen Boisneuf in mercy &c.

Memorandum. Before the Jurors aforesaid withdrew from the bar of the court here the Defendant by his attornies aforesaid produced and filed in Court the following Bills of Exception, to wit. —

John Hoffman
against
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 drawer and Jean Payen Boisneuf the defendant were and 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 Indorsers except to a small amount and that any money recovered thereon except to the small amount aforesaid will be the less. — 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 date 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 deceased 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 entirely in your wisdom & friendship.

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

W. Payen Boisneuf.

whereby they requested authorised and [illegible] the said defendant to pay over and place in the hands of French Merchants all the money he owed them the said Dehaulms with directions to such merchants to [illegible]