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 1790. 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 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 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 parts 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)

We have the honor, to be, very perfectly
Sir Yr. Hble. 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 owed them the said Dehaulms with directions to such Merchants to 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 and cloathed with the request authority and directions of the said Dehaulms to pay over and place in the hands of French Merchants all the Money which he the Defendant after executing that note owed to the said Dehaulms with directions to the said Merchants to 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 then offered Evidence to the Jury to prove that on the twenty fourth day of April seventeen hundred and ninety three the Defendant wrote to Messrs. Chancaulme and Brothers Merchants at Nantz in France to pay over all the Money which they had in their hands belonging to him the Defendant into the hands of Messrs. Dallarde Swann & Co. French Merchants residing at Paris, that at the time he did so, he the said Defendant informed the the Dehaulms that he had given such orders to Messrs. Chancaulme & Brothers and the said Defendant also offered Evidence to the Jury to prove that Messrs. Dallarde, Swann & Co. had his orders to lay out

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