May Term 1799.

	$	d.
Poste de lettres	8	20
Autant reçu de la Maison Murray de New York pour Compte des Marchandises vendus par elle	3751	55
Autant reçu de Maison de George town	700	.—
Notre Commission sur 19952.5. à 2½ P C.	498	76
Balance due à Payen Boisneuf	9987	57
Dollars	19952	5

Avoir

	$	d.
Pour sa proportion du net produit de la totalité des ventes de la Cargaison du George & Harriot faites par Robt Hazlehurst & Co. John Vaughan, Murray & Barrett & Murray & Son suivant Comptes de Vente rendus par eux, dont Copies ont été livrés a Mons. Payen, la dite proportion est comme 285.762 17 à 592.762 " 45 Le Montant totale des ventes étant $ 207.179.78. par Etat	19952	.5
Quand les debts à Charleston Mont reçu ils seront au credit de ce Compte		
	19952	.5

Boston 1er Juin 1798

Sauf erreurs & omissions

Jam Swan pour Dallarde Swann & Co.

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 21st day of April 1793 with the consent of the said Dehaulms directed Messrs Chancauline and Brothers to pay over to Messrs Dallarde Swann & Co. French Merchants the amount of the Money then due from him the said Defendant to the said Dehaulms and that the said Chancauline and Brothers did in Virtue of such directions pay the same over to the said Dallarde Swann & Co. on the 8th day of June 1793 and that the said Dallarde Swann & Co. 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)

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 & Co by Chancaulme 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 might 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
against
Jean Payen Boisneuf

In this 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 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 theirs, That the Note upon which this suit is brought though dated on the fifth day of January 1793

(is)