Boston 1de. Juin 1798.

Jaus Erreurs & Omissions

Jam Swan pour Dallarde Swan & Cie.

And thereupon the Defendant by his Council offered Evidence to the Jury to prove that on the 24th. day of April 1793 the Defendant wrote to the aforesaid Chanceaulme & Brothers directing them to pay over to Dallarde, Swan & Co. all his funds in the hands of the said Chanceaulme & Brothers, and that the said Dallarde Swan & Co., were directed to invest such funds in Merchandize suited to the United States and to Ship them under insurance to the United States to be there sold; and that the Defendant at the time of writing the said letter of Instructions to the said Chanceaulme and Brothers informed the said De Holmes that so much of the said funds as should be sufficient to satisfy the debt due by him the Defendant to them the said Dehaulmes, was by him the said Defendant thus ordered to be placed in the hands of Dallarde Swan and Company was to be placed there for the use and account of them the said Dehaulmes; And the said Defendant also offered in Evidence to the Jury the following admission of facts, to wit.

It is admitted that the House of Dallarde Swann & Co. residing in France on the 6th. of October 1793. shipped Goods to America on board the George and Harriot consigned to different Merchants in different ports of the United States to the Amount of 532,762 livres 4 sl. 3 d. in the name of Benjamen Jarvis of New York by whom the same were covered as Neutral property altho' in fact he had no interest therein, That of the Goods aforesaid to the amount of 285762 livres 17 sl. were purchased with funds placed in the hands of Dallarde Swann & Co. by Mr. Jean Payen Boisneuf the Defendant on the 8th. June 1793, and by his direction insured and shipped to America to be there sold That this sum of 285762 livres 17 sl. was the proceeds of Coffee and Sugar the property of the said Boisneuf Shipped from St. Domingo to Nantz in France consigned to Messrs. Chanceaulme and Brothers Merchants at Nantz and by them sold for Mr. Payen Boisneuf the Defendant.

It is also admitted and agreed that the two Invoices marked I the Account Current signed James Swann for Dallarde Swann & Co. marked Q and the three Letters

(marked)

marked M the one from Chanceaulme & Brothers, one from Dallarde Swann & Co. and the other from James Swann shall be read in Evidence in this Cause in the same manner as if the same were sworn to be true and correct by legal and competent testimony.

It is admitted also that from the 1st. September 1792, to the 10th October 1793. Assignats were a legal tender in France in discharge of Debts between subjects of that Government residing therein and when paid were a legal extinction of such Debts there,

It is also admitted that the Tableau signed by Antoine Boulanil of Paris shall be read in Evidence on the Trial of this Cause in the same manner as if Sworn to by him to have been made from the most correct information in his power to obtain of the relative value of Assignats and Specie during the times therein mentioned, it not being intended by this admission to preclude testimony to establish that the rate of depreciation was different in the different parts of France and also was different between purchases of specie and the purchases of Merchandize.

It is admitted that the Note upon which this suit is brought is a renewal of several Notes of an older date reduced into one Note on the day upon which that Note bears date, and that the Money for which the said last mentioned was given was due long before Assignats were in existance in France, That the Defendant Payen Boisneuf regularly paid up to the Dehaulms the Drawees of the said Note the interest accruing upon the Money so due from him to them up to the fifth day of January 1792. That one years interest due upon the said Money up to the fifth day of January 1793 is included in the Note upon which this Suit is brought and makes a part thereof.

It is admitted that the signature of the Debt of the Dehaulms to the assignment upon the said Note written is the proper handwriting of the Drawees of the said Note, but that this suit except for a small amount is for the Interest and benefit of the said Dehaulms

It is admitted that the paper written in French and marked R P was delivered by the Defendant himself to Mr. Richard Potts and is wholly in the handwriting of the Defendant.

It is admitted that the five letters marked No. 1. 2. 3. 4. and 5 shall be read in Evidence and have the same weight as if Dallarde and Swann were present (swore to the truth of them. J. T. Mason for Dft.

It is meant that a payment in Assignats was a discharge of the

(Debt.)