

September 1812

Sum of Seven Pounds
paid to and Belonged
to the Members
of the Court
also the sum of fifteen
pounds
paid
to the Members

Mannett

MARK MAN, KICU

Part in the Supreme Court
St. John's Newfoundland England September 1812

James Perron

At 13.4

James Perron
I do hereby certify to the Court of the said Court
that there was an order to recover the sum of the said
two hundred and twenty five pounds ten shillings
six pence as per statement furnished by Mr James Macbraine
on the part of James Perron, of which the following

List of the Jury

- John Houston. Foreman is a copy.
- Richard Morris
- Donald McCallum
- James James
- Henry Street
- Richard Campbell
- John Teague
- William Thomas
- James McKeegan
- George Kelly
- Richard Doyle
- Bartholomew Macbraine

Part of the late Daniel Mannett

J. James Perron Esq.

1812

September 1st to and 2 Mannett's Bill on John

Doyle returned protested

Charges

Printed 4 Postages

Int & damages 10/6

1109.5.0

1.5.0

111.2.6

112.5.0
1221.10.0

A Special Jury were sworn to try the cause at the Court
at Macbraine for the Plaintiff states that he brought
this action upon the Bill of Exchange & Charges drawn by Daniel
Mannett Esq. of St. John's Newfoundland dated 14th Decr. 1811. upon
John Doyle & Co. of Jersey, in favour of James Perron for 1109.5.0
which bill had been returned to this Country under protest of
non payment. He states that in the fall of the year 1810
Daniel Mannett went to Jersey, having previous to his leaving this
Country drawn Bills to a considerable amount on James Doyle & Co. of
London, which bills would have been returned protested had
not James Perron and five other Gentlemen entered into a joint
receipt to the Commercial Bank of Jersey & the amount of
the said Bills, in consequence of which the said Bills were paid
and that by the appearance thereof affirmed there the House of

James Remon vs The Administrators to the Estate of Daniel Marrett. (Continued)

Daniel Marrett Esq of Newfound-Bird some months before his death... that Mr. Marrett after his return to this country in the year 1811 on the 11th day of August remitted a Bill to the amount of £2400 to Mr. Remon the Plaintiff, with directions that the same should be paid to the Commercial Bank of Jersey in liquidation of the joint security given by Mr. Remon & the five other Defendants, having a balance of £1109.5. 6d still due to the Commercial Bank upon the said joint security of Mr. Remon & others, and that for the express purpose of closing this account, the Bill now in question was drawn for £1109.5. 3d by Daniel Marrett Esq of John Newbouldland, upon Mrs. Dolbell of Jersey, in favour of James Remon, with directions at the time given to Mr. Remon, that if there should be any balance due to the Commercial Bank of Jersey to close the account upon which the joint security was given.

To support which Statement he produced a paper purporting to be an affidavit made before James Henry a Magistrate of the Royal County of Jersey, by Charles Demell and John Sermonet agents for the Commercial Bank of Jersey, stating that in December 1811 a balance of £1109.5. was due to the Commercial Bank, Jersey, by Messrs Daniel & Co. Messrs Philip Marrett, John Dolbell, James Remon, Geo. Philip Sermonet & Philip Nicholas Dent, being the balance on a draft drawn by Messrs Daniel Marrett & Co on the said Defendants, and for which amount the parties have individually accounted with us for months past each way for one hundred eighty seven pounds seventeen shillings & eight pence by amounting together to the said balance of eleven hundred and seven pounds sixteen shillings & eight pence.

James Remon
John Sermonet

Charles Demell
John Sermonet

Handwritten notes on the right margin, including names like "The Commercial Bank of Jersey" and other illegible text.

Letter in the supporting account of the 14th Oct 1811
James Remon vs The Bank to the Estate of Daniel Marsh. continues.

The failure of such settlements, it then became necessary for Daniel Marsh & Co to get their money some other way. They therefore were immediately on Dobbell's heels. It also became necessary to know in favour of some person in the spot to recover the money, and dispose of it agreeable to their orders. Who was a more proper person than their partner and friend in Jersey? They consequently were in favour of James Remon their representative, and permitted him the Bill with orders to receive the amount and deposit it in the Commercial Bank because the Bank would allow them interest. It does not appear that there was any claim on them from the Bank, and if it is evident it was not remitted James Remon as a payment to him for money received as appears by the following extract from Daniel Marsh & Co's letter to James Remon of the 14th of October 1811. viz "You will also receive herewith our account against Mr. John Dobbell having a balance in our favour of £1109.5 for which we have drawn a bill on him in your favour which you will please to endorse to the Commercial Bank, we trust Mr. Dobbell will do Honor to that Bill to avoid a Law Suit which we presume will be indispensable if he refuses; in that case Duro D. M. Walter Phillips as his attorney can represent him if necessary."

As that Bill was dishonored it was Mr. Remon's duty to return the Bill and protest to Daniel Marsh & Co or their Agent or Attorney in this country to enable them to recover their just debt from Dobbell. Mr. Remon can have no claim whatever to the amount of the Bill as he was only the bearer thereof with orders to apply it to a specific purpose but can, admitting he could claim for the amount of the

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19th April 9
6 Oct 10th
and 19th May

Account of the estate of Daniel Barrett
Estate of Daniel Barrett, deceased

It has become necessary for
Henry some other way. They
in Debbell himself. It also became
some person in the debt to
be of it agreeable to their orders
in their partner and friend
now in favour of James Remon
is him the Debt with orders
part of it in the Commercial Bank
in their interest. It does not appear
them from the Bank, and it
settled James Remon as a
received as appears by the following
letter to James Remon of the
You will also receive herewith
in Debbell leaving a balance in
which we have drawn a bill on him
will please to endorse to the
Mr Debbell will do Honor
suit which we presume will
in that case our Debt will be
incident him if necessary.
It is our duty to
Daniel Barrett or they are
to enable them to recover their
Remon can have no claim
the Bill as he was only the
apply it to a specific purpose
same for the amount of the

Letter in the Supreme Court of N.S.W.
James Remon vs the Estate of Daniel Barrett

Bill as James Remon, it may be allowed as a set
against part of the Debtance he owes Daniel Barrett
in this country. It may be argued, that Daniel Barrett
owed this money in London, and admitted, the worth of
any this Debt contracted in London depends the state
of the New South Wales Excise. It appears by the
Receipt by Daniel Barrett Esq of £ 1000 that in the year
of the year 1815 the House in London owed them a bill
of £ 1967. 17. 7. and by their books 1811. James Remon
Administrator Barrett indebted to the Trade here £ 2181.
including the Bill in question drawn by Daniel Barrett
on John Debbell.

James Remon in his letter to Mr Clift dated
19th May 1812 acknowledges being in debt to
Daniel Barrett Esq the sum of £ 520. 0. 11 1/2 and that
he had secured himself from the N. Proceeds of Law Office
for his 1/6 part of guarantee to the Commercial Bank
of the Colonies the statement made by the Defendants
they produced and were certain papers and letters.
First a paper purporting to be an agreement entered into
between Daniel Barrett, John Williamson and Philip Corbridge
at London 12th April 1806. to carry on Trade in New South Wales
the name of Daniel Barrett Esq. Also another paper purporting
to be an agreement entered into by the parties dated 16th June 1810
to continue the Trade until the 30th November 1813 with
standing letters from Mr Remon as the Administrator to the Estate
of John Williamson. Dated as follows 27th Nov 1809. 16th Feb 24th March
19th April 9th July 1st August 31st August 1810. 15th May 18th May 29th July
6 Oct 10th Oct 1811. Dated to Daniel Barrett Esq. 12th March 1812 & the last
and 19th May 1812 to James Clift New South Wales.

This in the Supreme Court 18th September 1813
James Remon vs The Estate of Daniel Morett

After a charge from the Chief Justice the jury
retired and some time afterwards returned into Court
with the following verdict.

The Jury find that James Remon together with David Dequerville,
Philip Morett, John Dolack, Francis and Philip Larvins and
Philip Nicolle did give security jointly and severally
to the Commercial Bank at Jersey for the amount
of the Protective Bill, and that the said Bill was drawn
by Daniel Morett and Company and especially remitted
to James Remon for the purpose of exonerating him and
his joint security, and therefore find a verdict for the Plaintiff.

Newfoundland 18th September 1813

John Newston
Foreman

Shirley
James

This on
by a spec
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the Justice
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said John
25th Sept

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balance of
that by the
had account
provisions

18th September 1843
Adm^r to the Estate of Daniel March
from the Chief Justice the
affidavit returned into Court
viz.

James Ransom together with David
John Francis and Philip Larwood
have security jointly and severally
made at London for the return
and that the said Bill was
Company and especially from
the purpose of operating him
and therefore find a Verdict for the
October 1843

Wm. Astor
Foreman

Filed in the Supreme Court
Saint John's Newfoundland Tuesday 5th Sept 1843
James Ransom

Adm^r to the Estate of Daniel March

This case was tried on the 18th Sept. and a Verdict given
by a Special Jury that were sworn to by the Cause. In
the day the Defendants appeared in Court to state their
reasons why judgment should not be entered up on
the Verdict given by the Jury on the 18th September and
presented a Memorial to that effect, of which the following
is a copy. In the Supreme Court.

Saint John's Newfoundland
25th Sept 1843

James Ransom Plaintiff
The Administrator to the Estate
of Daniel March Defendant

In Thomas Tomblin Esquire Chief Justice
The Memorials of the Defendant Humbly Sheweth

That the Jury empanelled on the 18th day of this
present month, to try this action returned an of a Verdict,
a copy of which is subjoined hereto.

That the Certificate produced in Court by the Plaintiff
to show the Consideration given for the bill of exchange, on
which the action was brought, proves that Ransom and
five others gave security to the Commercial Bank at London
each in equal proportions for the payment of a sum in
account of Daniel March the unliquidated remaining of
which appears to have been received correspondingly with
the same, for which the Bills of Exchange on Dollars, for the
balance of his account with Daniel March & Co. was issued
That by the same Certificate it does not appear that any
had accounted into the Commercial Bank for his or any
proportion share of the unliquidated remaining of the same

Filed in the Supreme Court. September 25th 1853
James Remon - vs The Estate of Daniel Smith

as records, and that Smith has since actually paid into the Bank, not one sixth part of the said undivided sum.

It having been thus proved that Remon has given only a sixth part value of the said Bills of Exchange, as the consideration for the said, and no other consideration has been proved on his part; and as the action is brought by Remon only; and as Remon alone is the only party who can sue on the face of the Bills; it is presumed, that the jury have travelled out of the Record, in seeking to find if any other persons besides Remon have given a value for the Bills.

That the Plaintiff according to his own showing in Evidence has not given a consideration in value above one sixth part of the account for which the bill was drawn; and for the reimbursement of this specific sixth part, the Plaintiff has declared that he shall detain the amount of the proceeds of a shipment of Seal-Skins, and which proceeds he accordingly has detained. All the consideration therefore, that the Plaintiff has given for the said Bills, is extinguished by his own election.

That the Defendant, having thus shown to this Honourable Court, that the finding of the jury and the verdict thereon are contrary to the evidence, and out of the limits and scope of the action; as well as in direct opposition to the express instructions of the Judge as regards the points of law which points have been reserved to the Court.

He therefore respectfully moves this Honourable Court that the said Verdict may be set aside and a Verdict entered up against the Plaintiff. And Movant will as in duty bound ever pray. By the Appointment of the Administrative. Estienne Morille
N. G. G.

Filed
June

The
value of
again

September 25th 1883

James Remon - vs The Estate of Daniel More
which has since already paid into
of the said unliquidated sum
which proved that Remon has
value of the said Bills of Exchange,
and no other consideration
and as the relation is between
Remon alone is the only party in
the Bills of it presumed, that the
of the records in seeking to find
of Remon has given a value for
according to his own showing in
specification in value above one
for which the bill was drawn
out of this specific depth part, he
shall detain the amount of the
said bills; and which proceeds
issued. All the consideration there
has given for the said Bills, is to

Defendant, having thus shown
that the finding of the jury in
is contrary to the evidence, and
is out of the scope of the action; and
in the express instructions of the
law which should have been reserved
fully moves this Honorable
may be set aside, and a new
trial. And Memorialist will
By the Appointment of the Administrator. Del

Filed in the Supreme Court September 25th 1883
James Remon - vs The Estate of Daniel More
The Chief Justice having heard the parties case
the verdict in this cause should be set aside, with
leave for the Plaintiff to move for a new trial
against which Mr. Mulhouse on the part of Mr. Remon
gave notice that he should appeal.