

100



McGinnis

Stingy Rock Mountain
of Stingers
Soldiers





161

17 Buckingham
19 May 1863

Mr.
We have received the
Accompanying letter in reply to
ours to Messrs Hale & Samuel
and we should be very glad to
see you at your earliest convenience

Very sincerely yours
Young & Thompson
Hughes, Masterman &
Hughes

M. M. Mosquera Esqurie

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(Copy)

1 Coleman Street Buildings
18 May 1863.

Gentlemen,

In reply to your favor
of this day we refer you to our
Solicitors Mess^{rs} Claverson Larré &
Peachey, who have received
instructions from us to accept
proces-

We are Gent^o.

Your obedt Servt

Isaac & Samuel

Mess^{rs} Hughes Maskerman & Hughes
17 Bucklersbury.

M.M. Mosquera Esqre
Sc &c

103



17 Bucklersbury
25 May 1863

Dear Sir

In the absence of our Mr Hughes, who is gone out of Town for a few days, we think it right to inform you that Messrs Isaac & Samuel have been served with process. They have now twelve days to apply for leave to defend the action.

As soon as we hear anything further we will apprise you

We remain Dear Sir

Yours very faithfully
Hughes Masterman Hughes

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105

17 Bucklersbury
1 June 1863

Dear Sir

We learn this morning
that an order has been made
by Mr Justice Crompton to
permit Messrs Isaac & Samuel
to defend the action. This
order is made on an affidavit
by the defendants and is

entirely except the Plaintiff
not being at liberty to be
heard

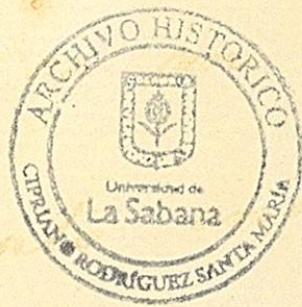
We hope to have a
copy of the affidavit by
tomorrow and if you could
favor us with a call at one
o'clock we should be obliged

We remain Dear Sir

Your very Faithfully
Hughes Masterman D
Hughes

M. Mosquera

The date of the
acts in order has been
fixed by the Indian Committee
for mid April. It was agreed
to defend Mr. Achille
order is made
by the defendant.



The people in town
of the independent
towns and if you could
go with a call at the
above should be obliged
to remain here.

Your very faithful
Hughes Brewster



107

17 Bucklersbury

London

26 June 1863

Dear Sir

Mess^{rs} Isaac & Samuel have pleaded, in answer to the action which we have brought against them on the Bill for £1000, 3 pleas - the two that are of any importance are as follows:-

1st They have pleaded that the Bill was accepted for the accommodation of the Drawers Mess^{rs} Villa and without value or consideration and that you became the payee and holder of the Bill without any value or consideration -

In the 2^d plea Mess^{rs} Isaac and
Samuel set out the Bill of Exchange
and deny your title to sue upon
it.

The pleadings have been laid
by us before an Eminent pleader
who has written his Opinion on the
Case, a Copy of which we beg to
enclose for your guidance.

As he goes fully into the
grounds of defence it is not
necessary for us to do more than
refer you to his opinion: you will
perceive that the balance of his
opinion is in your favour.

But as you will perceive that
many points of Law are involved,
we presume you will as you

intimated not further prosecute the action here but that measures will be taken to enforce payment of the Bill from Messrs Villa in their own Country.

Should any further proceedings be taken in this country, the first step will be to try the question of Law whether having regard to the particular form of the Bill you can maintain an action.

We lose no time in writing to you and shall be happy to give you any further explanation or advice that you may desire after having taken the case into your consideration.

I remain Dear Sir
Your very faithful Servt.
Hughes Masterman & Hughes
Monsieur Mosquera



Enviado por el Dr. José María
Pérez, Director del Museo de la
Universidad de La Salle, en
el año de 1912.



Copy

109

Paris 29th June 1863

Mess^r. Hughes Musterman & Hughes -
London

Gentlemen

I beg to acknowledge the receipt
of your obliging letter of the 26th inst.,
by which you inform me of the
different pleas opposed by Mess^r. Isaac
& Samuel in answer to the action
brought against them on the Bill
for £1000.

I have duly considered the two
principal pleas, and the legal opinion
of the eminent Lawyer, which you have
had the goodness to copy & enclose for
my guidance. There is, certainly,
as you observe, a balance in my favor
in this legal advice, but many points
of law being involved, I insist in my
previous determination not to
prosecute further the action in London

and to refer the matter to the Government at Boyosla', ~~as I am doing it this very~~
done in order that measures will be
taken to enforce payment of the Bill
from the Drawers Mess^t. villa.

To this purpose I will send to the
Government copies of your letter and
of the Lawyer's opinion - I have already
sent the Duplicate of the Protest. Now,
do you think advisable, or in any way
necessary, to send also the Bill itself
with the Principal of the Protest? If so,
you will oblige me by forwarding it
in a registered letter, through Mr B.
Fouquet, so that I may profit of
the next Steamer which will start
from Liverpool on the 5th July, because
there is no time for the Mail leaving
Southampton on Thursday the 2^d of the
same month -

With the most sincere thanks for
your punctuality in giving me these
full informations,

I remain my Gent^m friend, your
most faithful obedient servant
John Haynes



110
Hôtel Vuillermont
13. rue des Champs-Élysées
Paris 3^e July 1863

Gentlemen

I have duly received with your registered letter of the 29th ultimo the original Bill and ~~Protocol~~ of the same, of which to forward to _____ to be forwarded to Bogota, and also the original ~~Protocol~~, which I will keep here, the duplicate of the same having been already sent to the Government.

Should any difficulty occur in N. Granada (which is not ~~in any way~~ ^{at all} probable) to get the Bill paid by the drawers, and consequently should any proceedings be employed in London against the acceptors, I will communicate with you in the proper time + (a la vuelta) _____

I have the honor to be
Gentlemen, your most faithful
servant Leclerc

Miss Hughes Masterman
I Hughes London

In the meantime it is my duty
to inform the Government of the
expenses actually made in this
affair, in order to enable them
to reclaim the same from the
drawers; and I request you
to have the goodness to send me
your account of honoraries for
settling this matter

Paris 14 July 1863.

Gentlemen — I beg to enclose a cheque on the
Bank of England (crossed with your Bankers name)
for £24,19,19 — amount of the Law expenses
incurred in the action brought by me as the
Fiscal Commissioner of the United States of Colum-
bia against Messieurs Isaac & Samuel upon
the Bill of exchange of £1000, according
to the account you have accompanied to your
honored letter of the 9th inst. — I will
forward this account to the Government
with all the other documents on this
subject, and wait for their orders —

I most sincerely thank you for
your kindness in making no charge
for your trouble in the affair with
Huggett & Co —

I have the honor to be sent by you
your most faithful servant

A. White

Mr. Hugget, Mastermind
Hugget — London



211

179 Bucklebury
30 June 1863

Dear Sir

We think it most
important that you should send
out the original Bill for we
do not see how any steps
could be taken with reference
to it without the Bill itself
being produced.

The Bill with the protest
will prove that it was
duly presented for payment
and dishonored

The Notaries have a copy of
the Bill registered in their Books
you can use your discretion
about sending out the original
protest which may not be
absolutely necessary as you have



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already sent out a duplicate -

probably the safer course would
be to send them both out

Should we have instructions
hereafter to proceed we shall

want the original Bill and

protest again

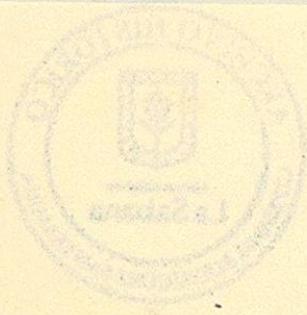
we have the honor

to be Dear Sir

Your very Obedient Servt

Hughes Master and
Hughes

Placido M. G. Rodriguez





113

17 Bucklebury
9 July 1863

Dear Sir

We beg to Enclose the
Account of the Law Expenses incurred
in the Action brought by you as
The Fiscal Commissioner in London
of the United States of Columbia
against Mr Isaac Samuel
upon the Bill of Exchange for £1000

amounting to £ 24. 19. 9

We have the honor to be
Yours very affecately
Rufus Masterman & Co.

M. M. Mosquera Eng
L L L

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is
the day before
December 1st 1863
in the year from 1863
The Fiscal Champion to the
of the United States of Colombia
against Professor





Mosquera v Isaac and another
(Copy Opinion)



1st plea.

The first plea clearly affords an answer to the action, if it can be proved; but judging from Defendants affidavit, I do not expect this can be done. The Plea sets up an entire want of consideration for the Bill; but on reference to the Letters of the drawers it appears to have been given as a forced loan, and upon some terms or other, which have not been complied with.

Now if the payment of money was imposed by the Government de facto on any class of persons, including the Drawers of the Bill (whether such money was called a loan, and promised to be repaid would be immaterial) and the Bill in question drawn as part of the machinery for making such payment, I do not think the plea would be supported; and the non performance of any collateral engagements on the part of the Government would not in such case establish a defence, as it would not shew a total failure of consideration. If on the other hand the Bill were simply extorted by force, or on the mere faith of some promise which has been altogether broken, and disregarded, and so exacted by persons having no recognized authority in the State, then I think the plea would be supported.

2nd plea

With respect to the 2nd Plea (which is directed against the form of the Bill, it is very doubtful whether this affords a defence. The inclination of my opinion is that it does not. The question is whether the payee is the Plaintiff, even though he should cease to be Fiscal Commissioner in London, if so the Bill is good. But if the meaning of the instrument is that the payee is to be changeable and vary with every change of the officer then the Bill would be invalid. *Storm v Stirling* - 3, E & B. 832. *Cowie v Stirling* 6 E & B. 333. *Yates v*

Nash & C. B. N. S. 581. In those cases the money was to be paid to the Treasurer "for the time being" which showed there was no fixed person. In the present case there are no such words, and I think, without them, that the person who answers the description at the time the instrument was made, would be prima facie intended. The disposition of the Court would be to support rather than invalidate such an instrument. I understand the Plaintiff was known to the parties at the time the Bill was made, to be the person described; and the bill itself refers to an understanding with the person designated, as to the consideration. These circumstances incline me to the opinion, though not without considerable doubt, that the Bill will be held valid.

The third plea is unimportant, as it only relates to the alleged accounts stated, of which I presume there is no evidence.

The onus of proof will rest on Defendants who must establish the want of consideration which their plea alleges. But as they may possibly get evidence owing to the unsettled state of the Country that the Bill was a mere exaction by persons not having any recognized authority, it would be more prudent in case of going to trial to be prepared to prove the circumstances under which the Bill was given and what the consideration really was, and if it was anything in the nature of a forced loan, that the proceeding was the act of the Government *de facto*. Without knowing what the circumstances really were, I cannot advise in detail on the evidence, for which it will most probably be necessary to send out a Commission, unless the circumstances are such as to admit of no pretence for a want of consideration, in which case Plaintiff

might rely on Defendants inability to prove their plea - It should also be proved that Plaintiff filled the office of Fiscal Commissioner in London before the date of the Bill, and from thence up to the time the action was brought and that he was known by the drawers and the persons taking the Bill to do so - These facts are not at present in issue, but if it is thought expedient to try the question of the validity of the Bill, I think it will be advisable to reply them - The validity of the Bill will in all probability be determined on demurrer, & it certainly would be advisable to have this decided, before incurring the expense of a trial as to the consideration which would be entirely thrown away, if the Court should hold the Bill to be invalid; On the other hand, if the Court should hold the Bill to be valid, it is not improbable that Defendants will pay it, rather than incur the expense of Commissions to South America -

W^m A. Reo

3 Tanfield Court Temple.



Oranjeën à la Vol. Hughes

Mastenman & Nijghen

De wettende honoraarier

Streken voor de Stroo

of tot M. Smeijer vermaect
potstader voor potterie de

Pooge

Cla. off. van d. Robins
Cpy da in Et. v. Hofdomekin

Opinior

Hughes Mastenman & Nijghen
17 Amstelburg