Messrs
Hughes Masterman
& Hughes
Solicitors

17 Buckleersbury
19 May 1863

Sir

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

We remain Sir
Yours faithfully
Hughes Masterman & Hughes

M. M. Mosquera Esquire

102

(Copy)

1 Coleman Street Buildings
18 May 1863.

Gentlemen,

In reply to your favor of this day we refer you to our Solicitors Messrs Cloverson Lavie & Peachey, who have received instructions from us to accept process—

We are Gentlm
Your obedt Servts
Isaac & Samuel

Messrs Hughes Masterman & Hughes
17 Bucklersbury.

Mr M. Mosquera Esqre
&c &c

17 Bucklersbury
25 May 1803

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

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 Ex parte 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

Yours very faithfully

Hughes Masterman & Hughes

M. Mosquera

the [illegible] to have an
[illegible] of the Affidavit of
[illegible] and of your Cash
[illegible] we will be Cash at Mar-
[illegible] both we should be obliged
for your early Answer

Yours very faithfully
Hughes Bradbury

17 Bucklersbury
London
26 June 1863

Dear Sir

Messrs. Isaac & Samuel have pleaded, in answer to the Action which we have brought against them on the Bill for £1,000, 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 Messrs. Villa and without value or consideration and that you became the payee and holder of the Bill without any value or consideration —

In the 2d plea Messrs 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

We remain Dear Sir
Your very faithful Servs.
Hughes Masterman & Hughes

Monsieur Mosquera

Copy

Paris 29th June 1863

Messrs. Hughes Masterman & 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 Messrs. 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 Boyoká, ~~as I am doing it this way~~ ~~doing~~ in order that measures will be taken to enforce payment of the Bill from the Drawers Mess.rs 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. Fourquet, 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 2d. of the same month –

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

I remain, Gentlemen, your most faithful obedient Servant

A. Le Marquis

Hotel Vouillemont
13. rue des Champs élisées
Paris 3d July 1863

Gentlemen

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

Should any difficulty occur in N. Granada (wich is not ~~in anyway~~ at all probable) to get the Bill paid by the drawers, and consequently should any proceedings be employed in London hereafter against the acceptors, I will communicate with you in the proper time + (à la vuelta)

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

Mess. Hughes Montorman & 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 &c for settling the 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 Colombia 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 Huggard & Co —

I have the honor to be Gentlemen, your most faithful Servant

Mehen

Messrs. Hughes, Masterman & Hughes — London

17 Bucklersbury
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

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 faithful Servt
Hughes Masterman &
Hughes

Thomas M. de Mosquera

17 Bucklersbury
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 Messrs Isaac & Samuel upon the Bill of Exchange for £1000

amounting to £ 24. 19. 9

We have the honor to be
Your ob^t Servants
Stephen Masterman & Sons

M. M. Mosquera Esqr

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 8 C.B. N.S. 581. In those cases the money was to be paid to the Treasurer "for the time being" which shewed 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. —

Wm. A. Rees
3 Tanfield Court Temple —

Consulta á los SS. Hughes
Masterman & Hughes
Sre cuenta de honorarios
sobre una letra de £1000
s/ los SS. Isaac y Samuel
protestada por falta de
pago —
Ctra. s/ con el Gobierno
Copy de los EE. VV. de Colombia

Opinion

Hughes Masterman & Hughes
17 Bucklersbury