

IN A CAUSE, between

JOHN JONES,

(Defendant in the Court below.)

Appellant,

AND

LOUIS LAGUEUX, the elder,

(Plaintiff in the Court below.)

Respondent.

THE APPELLANT'S CASE.

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ON the 24 of May 1817, a charter of the ship Adeona, belonging to one Louis Lagueux the younger and one William Grant, was executed, at Quebec, by the said Louis Lagueux, acting as well for himself as for the said William Grant, to the said Appellant, whereby the said Louis Lagueux for the freight herein after mentioned, let unto the said John Jones the said brig for a voyage, from the port of Quebec to the island of Barbadoes, with liberty to proceed to islands to leeward for a market, and if required to proceed to Turks island, for a return cargo and back to Quebec, and the said Louis Lagueux promised that the said brig or vessel was and during the said voyage, should be kept tight, staunch, strong and well furnished with provisions and men; and should be ready to take in her cargo at Quebec on the twenty sixth of the same month of May, and being laden, should proceed the first fair wind to the island of Barbadoes, or to the islands to leeward for a market for the said cargo, and as should be directed by the said John Jones his agents, factors or assigns, and on delivery of the said cargo, should and would take in such a return cargo, at the port of discharge or at that of any of the islands aforesaid, as should be furnished by the factors, agents or assigns of the said John Jones, which said cargo should be taken from the wharf or quay of the port of the island, when the same should be furnished and be stowed by the master and crew to the satisfaction of the said factors, agents or assigns, which said voyage should be commenced, proceeded on and completed and the said outward return cargo delivered safe and well conditioned, at the ports of discharge thereof as aforesaid the act of God, the King's enemies &c. excepted -- The parties then proceed to settle the demurrage days and the payment of the port charges.

The freight stipulated by the charter party is £900, whereof £100 was paid down, -- £100 to be paid on the receipt of advice of the arrival of the vessel at the island of Barbadoes, the balance of £600 on the completion of the aforesaid intended voyage by the said brig and the delivery of the return cargo.

The ship proceeded upon her voyage to Barbadoes.

During the voyage, to wit, on the 28th of February 1818, an instrument was executed by Louis Lagueux the younger & William Grant, purporting to be a sale of the brig Adeona and of the freight to accrue and become due from John Jones under and in virtue of the aforesaid charter party.

This instrument recites that Louis Lagueux the younger and William Grant were indebted to the said Louis Lagueux the elder (the present Respondent) in a sum of one thousand one hundred and fifty pounds, advanced and paid by the latter to the former. In consideration whereof the said Louis Lagueux the younger and William Grant granted, bargained, sold, assigned, transferred and set over the said brig Adeona, which had been duly registered in the port of Quebec, pursuant to an act of Parliament, for that purpose the certificate of which registry it is therein stated, that the said Louis Lagueux and William Grant could not then produce; and also, all and every such sum or sums of money