

96.11 v

A STATEMENT OF FACTS,
SHOWING THE DEBT *DUE* TO VANS, BY
JOHN AND RICHARD CODMAN,
WHO WERE CONDEMNED IN FRANCE
WHILE BOTH WERE LIVING,
TO DELIVER WILLIAM VANS

45,513 francs Rentes per year, that amounted in 1829 to upwards of

534,054 Dollars.

STEPHEN CODMAN, AS EXECUTOR, AD-
MINISTRATOR, AND HEIRS,
HAVE REFUSED TO PAY
BY PRETENDING IGNORANCE OF THE DEBT
TO DEFRAUD VANS,
AS APPEARS BY THE PLEAS OF STEPHEN CODMAN,
MADE BY A. STEARNS, HIS ATTORNEY,
Stated in this Narrative.

*The Young and Old, Widow and Parson, are invited to
buy this Book—Learn how to get and keep property accord-
ing to Law.*

PRINTED FOR WILLIAM VANS.

1829.

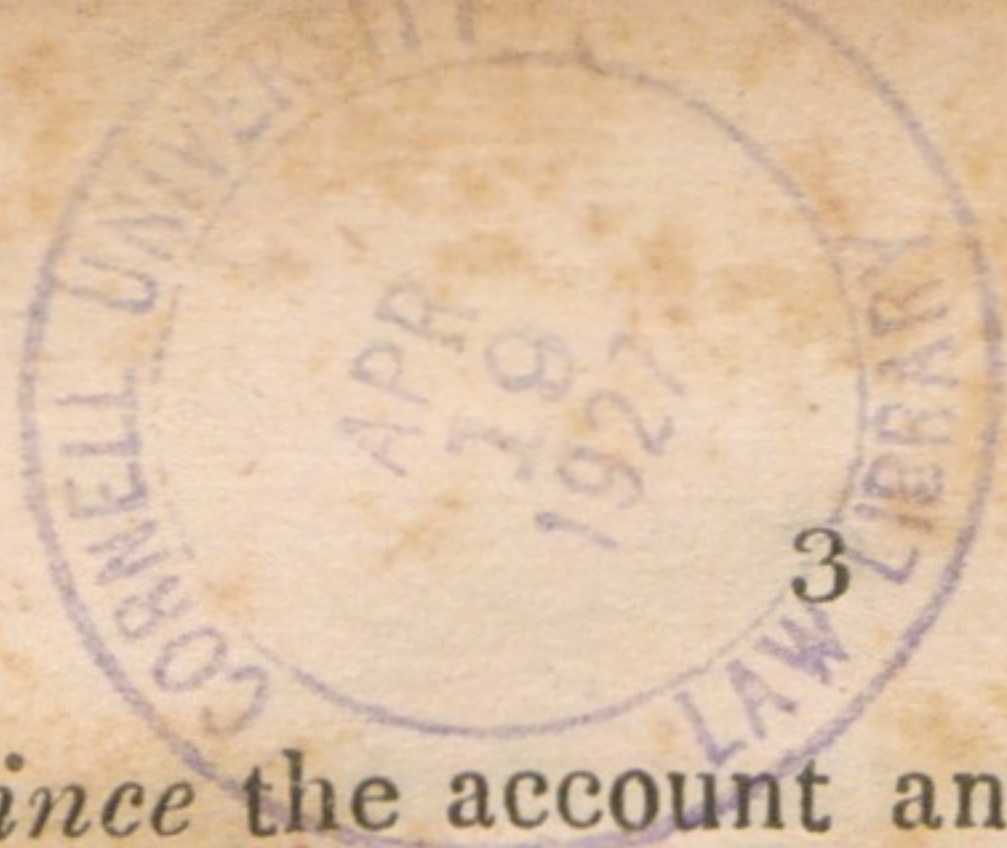
*Stephen Codman the Executor, Administrator, and heirs
to the Estate of J. & R. Codman, in account with
William Vans. - - - - - Dr.*

To balance due him on settlement of account, in Nevoise, 7 year, (French style) or December, 1798, brought to new account	- - - - - 353
To Interest on 353 for 32 years at 6 per cent. is	105
To 32098 francs Rentes per year bought by the copartnership of John & Richard Codman, at Paris, in May, 1799, with the proceeds of my houses <i>sold</i> to Mr. Reubel, one of the directo- ry, by Mrs. Vans, and the money given by <i>her</i> to Richard Codman to buy these Rentes while <i>Vans</i> was in America, that they <i>as copartners</i> were <i>condemned to deliver Vans</i> , that amount- ed at par to	- - - - - 641,960
To Interest on 641,960 francs from May, 1799 to May, 1829, is 30 years at 6 per cent. makes	1,155,528
To an obligation of 8415 francs Rentes, per year given to <i>Vans</i> by the Copartnership in 1800, making a capital at <i>par</i> of	- - - - - 168,300
To Interest on 168,300 francs from September, 1800, to September 1829, is 30 years, at 5 per cent. is	- - - - - 252,245
To an obligation of 5000 francs Rentes per year, given to <i>Vans</i> by the Copartnership in 1800, making a capital of	- - - - - 100,000
To Interest on 100,000 francs from September 1800 to September 1829, is 30 years at 5 per cent.	- - - - - 150,000
To expenses of Law-suit and Duties to Govern- ment	- - - - - 100,000
To Interest on 100,000 francs	- - - - - 98,780
To half my expenses to America and back to France as per agreement	- - - - - 3,000
	<hr/> Francs 2,670,271 <hr/>

Equal in Dollars to 534,045

20 Cents make a French Franc—100 Cents make an
American Dollar. The above account has been corrected

116 42- law 07



and revised *since* the account annexed to the Writ served on Stephen Codman, as Executor to the Will of John Codman.

Cambridge, September, 1829.

Errors Excepted.

WILLIAM VANS.

What monies the Codman family produce vouchers to have paid—they are to be credited for. I also wish it to be understood the judgments rendered in France condemned John & Richard Codman as copartners *to deliver Vans* these funds called *Rentès in nature not money* let the price be more or less—as *Vans was not* to gain by the rise *nor* lose by the fall of them. Therefore the *pleas* of Stephen Codman, *show* he does *not* speak truth—it also shows the principles of the *heirs* of John and Richard Codman, who are the Rev. John Codman, of Dorchester, Charles R. Codman, his brother, with the pious widow Codman, who keep the property of *Vans*, (because) he did *not* ask payment on Monday when the debt was due him—and on Saturday the Executor *says* the Law bars your demand. These are the *Pleas* made by Stephen Codman the Executor to the will of John Codman, deceased, *in* answer to the suit of Wm. Vans by A. Stearns, his attorney, and the said Stephen Codman, as Executor, comes and defends the wrongs and injuries, &c.—and *says* the said John Codman *never* promised with Richard Codman, in manner and form as the said *William Vans* hath above thereof complained against him the said Stephen, and puts himself upon the country, by A. Stearns, his attorney.—And for a further plea in his behalf, the said Stephen Codman, Executor, by leave of the Court for that purpose, first *had* and obtained, further says—That the said William Vans, his aforesaid action thereof against him (*ought not to have or be maintained, because*, protesting, that the said John Codman, deceased, was never indebted to the said *Vans*, or made any of the promises in the declaration mentioned, (protesting.) Also, that he *has none* of the goods or estates of the said John Codman in his hands. The said *Stephen* also says, that more than 25 years before the Commencement of this suit—to wit, On the 6th day of July, one thousand eight hundred and three, the last will of John Codman, deceased, was duly *proved, approved and allow-*

ed and *he* the said Stephen Codman duly constituted and appointed executor thereof, and accepted the trust. That afterwards and within three months, he the said Stephen gave due notice of his appointment, as Executor of said Will, as the law in his behalf provided requires, to wit, On the seventeenth day of July aforesaid, at Cambridge aforesaid, all which the said Stephen is ready to verify. Wherefore he prays judgment if the said William Vans, his aforesaid action against him ought to have or be maintained, by A. Stearns, his attorney. And for another plea in his behalf, the said Stephen Codman, Executor, by leave as aforesaid, further says,—That the said William Vans, his aforesaid action against him ought *not* to have or be maintained because, (protesting as before,) he the said Stephen *says* that more than four years before the commencement of this action—to wit, on the sixth day of July one thousand eight hundred and three, he the said Stephen *was* duly appointed Executor to the last Will and Testament of John Codman, to wit,—at Cambridge aforesaid, then and there accepted the trust; and the said Stephen further says, that afterwards, within the space of three months after his acceptance of the trust as Executor, to wit, in the seventeenth day of July aforesaid, *he gave* due notice of his appointment to, and acceptance of the said trust, according to the requirements of the law in his behalf provided, to wit; at Cambridge aforesaid. This he is ready to verify. Wherefore he prays judgment, if he shall be held to answer to the suit of *William Vans*, commenced against him as aforesaid, by A. Stearns, his attorney. And for another *plea* in his behalf, the said Stephen Codman, executor, by leave as aforesaid, further says, that the said William Vans, his aforesaid action thereof against him the said Stephen, *ought not* to have (*because*) he says, that since the death of John Codman, and before the commencement of this action, to wit,—on the 14th day of April, 1818, the said William Vans, by a certain instrument of release, sealed with his seal, and now to the Court here shewn, the date whereof is the day and year last aforesaid, did release, acquit and discharge the said Stephen Codman, Executor, aforesaid, and the estate of said John Codman, from all actions, or cause of action, of every name and nature whatsoever, as the said release referred to will fully appear, and this the said Stephen is ready to verify. Wherefore he prays judgment, if the said

William Vans ought to have or maintain his action against him, by A. Stearns, his attorney.

The Commonwealth of Massachusetts, Middlesex, March Term, 1829.—Vans *vs.* Codman, Executor. The plaintiffs *replication* to different *pleas* joining issue to the first plea *does* likewise.

WILLIAM VANS.

And in replication to the *second plea* of the said Stephen Codman, the plaintiff says, *he* ought *not* to be barred from having and maintaining his aforesaid action against the said Stephen as Executor, *because* averring that the said *Stephen did not* give notice of his appointment as Executor in manner and form as the said Stephen in his second *plea* hath alleged, and that John Codman *was indebted* to the plaintiff and did make the promises alleged in his declaration, and that Stephen Codman as Executor, *has now* in his hands, goods and estates of John Codman, deceased—averring, that the plaintiff did obtain judgments in France condemning John Codman and Richard Codman as copartners to pay the plaintiff, as appears by the records of the French court, in the words following:—

Napoleon by the grace of God Emperor of the French, &c.—Considering John and Richard Codman copartners by an act made at Boston in the year 1791, that never was dissolved—they having made fraudulent acts to cheat their true and lawful creditors, which fraud was continued in France, after the decease of John Codman, by the Defendant's agent there, who appealed from the judgments in the name of John Codman, when he was dead—that kept the said *Vans* in France and prevented final judgment being rendered until 1810, more than four years after the decease of said John Codman, thereby meaning and intending under colour of law, to defraud the plaintiff by pleading the Limitation Law. The plaintiff also *says*, the estate of John Codman *not* settled at this day, there being an action now pending in the courts of this Commonwealth, in the name of Stephen Codman, as *Executor*, to recover a large sum due the estate of John Codman, by one P. B. Rogers. This the plaintiff is ready to verify.

WILLIAM VANS.

The plaintiff also says he gave the defendant due *notice* of his demand stated in his declaration, and demanded of

him as Executor, payment thereof, to wit:—On the 30th day of March, 1805, and repeated his demand on *said* *Executor* when he came to America in the year 1810, when the defendant answered, “Your claim is barred by law.” The plaintiff then consulted counsel, was advised to petition the Legislature, they having the power to order the Courts to permit a trial by Jury. In pursuance of this advice the plaintiff petitioned the General Court for many years, when the Committee to whom it *was* referred, reported the facts stated in the petition were substantiated. This the plaintiff is ready to verify. Wherefore he prays judgment for damages and costs.

WILLIAM VANS.

And in replication to the fourth *plea* of the defendant, the plaintiff says, he ought *not* to be barred of his aforesaid action, by reason of any thing set forth in the defendant’s *fourth plea*, because, (protesting) *he never* did receive of Stephen Codman or of John Codman or *heirs*, on the 14th day of April, 1818, the sum of 500 dollars *to discharge or release* the demands stated in his account annexed to the writ; they being obligations payable to order given the plaintiff, by the Copartnership *now* in his *hands, unpaid, not* named in the supposed release, and *not* discharged by it. The plaintiff *proving* the aforesaid release meant to discharge other demands on the estates of John and Richard Codman, to wit,—On certain *estates, effects and credits* delivered to Richard Codman by *Vans* and his wife, in December, 1798, stated in the supposed discharge, on condition that John Codman, *formerly copartner* with Richard Codman were *not so* in 1818, when the discharge *was* given. The plaintiff also avers the supposed writing *did not* release, acquit, or discharge Stephen Codman, as Executor, of all claims and demands on the estate of John Codman, deceased, as the plaintiff *never saw* Stephen Codman, *nor* received of him one dollar stated in the discharge of 1818. As the claims made by the plaintiff in his account *are* for obligations payable to order, dated in the year 1800, with judgments rendered in France in 1801—2—3 and 4; the whole amounting, as the account annexed shows, to 2,670,271 francs, equal to 534,054 dollars; and for a further sum for damages of 50,000 dollars. In detaining the plaintiff in France by false pretenses, more than four years, that

the defendant might plead in bar to payment, the Limitation Law, and gain one million of dollars by pretended ignorance of the debt due to the plaintiff. This he is ready to verify.

WILLIAM VANS.

Cambridge, Feb. 20, 1829.

Demurrers of Stephen Codman, made by A. Stearns, his attorney, to the replication of William Vans.

And the said Stephen Codman, as Executor, says, That the said replication of the said William Vans to the second plea of him the said Stephen Codman, and the matter therein contained in manner and form as the same are pleaded and set forth, were *not* sufficient in law, for the said Vans to have or maintain his aforesaid action against the said Codman; and that he is not bound by the law of the land to answer the same—and this the said Codman is ready to verify. Wherefore, for want of a sufficient replication in his behalf, he the said Codman prays judgment, if the said Vans ought to have or maintain his aforesaid action against him, &c.

By A. STEARNS, *his Attorney.*

And the said Stephen Codman, Executor, says, that the said replication of the said William Vans, to the third plea of him the said Codman, and the matter therein contained in manner and form as the same are pleaded and set forth, are not sufficient in law for the said Vans to have or maintain his aforesaid action thereof, against him the said Codman;—And that the said Codman is not bound by the law of the land to answer the same; and this the said Codman is ready to verify. Wherefore, for want of a sufficient replication in this behalf, he the said Stephen Codman prays judgment if the said Vans ought to have or maintain his aforesaid action thereof against him, &c.

By A. STEARNS, *his Attorney.*

And the said Stephen Codman, Executor, says, that the replication of the said William Vans to the fourth plea of him the said Codman, in manner and form as the same is pleaded and set forth, is not sufficient in law for the said Vans to have or maintain his aforesaid action thereof against him the said Codman—and that he the said Codman is not bound by the law of the land to answer the same; and this he is ready to verify. Wherefore, for

want of a sufficient replication in this behalf, he the said Codman prays judgment, if the said Vans ought to have or maintain his action thereof against him, &c.

By A. STEARNS, *his Attorney.*

April, 1829.

Vans replies to the demurrers of Stephen Codman, the Executor, made by A. Stearns, his attorney—that says—

The matter and form set forth in the replication of William Vans, *he the said Stephen Codman is not bound to answer by the law of the land.* To this demurrer *Vans* replies, that *not being a lawyer he is not bound to plead according to rules made by the Court to regulate the Bar,—As the Bill of Rights says, Article 12, Every subject shall have the right to produce all proofs that may be favorable to him and be fully heard in his defence, by himself or counsel.* This right I ask permission of the Court to exercise, in manner and form stated in my replication to the pleas of Stephen Codman. That *Vans* declares to the Court are false and not true; the said Codman having *never denied* in his demurrer a single *plea* made by *Vans* in his replication, only *he did not* make use of the manner and form of law—therefore he was *not bound by the law of the land to answer* them. To this demurrer, *Vans* replies, *there is no law of the State forbidding a citizen to speak truth in his own defence.* Therefore the said *Vans* prays the Honorable Court to *set aside* the *plea* of demurrer of said Codman as vexatious, troublesome and not true, there being *no article* in the replication of *Vans* denied or *complained of* by Codman. Therefore *Vans* being a citizen of Massachusetts, has a right by the Constitution to produce all proofs that will be favorable to his claims and fully heard by himself in person, and give the truth in evidence stated in the replication of *Vans*, that Stephen Codman has demurred to. This *William Vans* is ready to verify.

Cambridge, May 1829.

I now place before the *public* a statement of facts—have written vouchers to prove them, that they may know the *origin* of this claim on the Executor and heirs of John Codman, deceased.

In the year 1794 I arrived in France with large quantities of merchandize—*sold them* to the French government

and others, waiting to receive payment, and living on one of my estates. Richard Codman, *acting* copartner in Paris, of the house of John & Richard Codman called on me in December, 1798, and requested the loan of certain Funds called Inscriptions, meaning French Government 5 per cent. stock; *And then said*, Mr. Vans, can any thing be done on speculation? I answered, all my property is locked up *in notes of hand, real estate, and public funds*, yet presume, *if I had cash* something might be done. Mr. Codman replied, my house *at Boston* will furnish funds, if you will go *there* and execute them. We then made an agreement. I lent and placed in the house of John & Richard Codman, merchants in Paris, *a large property*, for safe keeping and collection; ordering them *to invest* what they collected, in French Government 5 per cent. stock, called Inscriptions, on the great Book of the Public Debt of France. I also gave Mrs. Vans a power of attorney *to sell my estates in Paris*, provided she could realize 32,000 francs Rentes *per year* in the funds called Inscriptions, but (*not to sell*) the estate *unless* this Rent *per year* could be had for it. *This order was given to Mrs. Vans*, in presence of Mr. Codman, whom I requested to *aid her* in this business. My agreement being made with *Codman*, he gave me Letters on Philadelphia, also to his brother and copartner, John Codman, at Boston. With these Letters and agreement, I left France in Jan. 1799, for Hamburgh—arrived there; then took passage for Boston—arrived, and presented myself to John Codman, with the agreement made with Richard Codman, in France. *On seeing it* John Codman said *he* wanted his brother home—did not wish any more business done there—and requested me to give him the agreement and annul it.—*This I did do* and have Richard Codman's *letter* to prove it; doing this, shows I considered *John Codman* copartner with Richard, that (*John*) never denied—for if *John Codman* were *not* copartner with Richard, what *right* had (*John*) to these papers? They belonged to me, and Richard Codman. *This shows* I considered John & Richard Codman, *copartners*, trading in France under the *firm or signature* of Richard Codman. *That was never* denied by John Codman, *nor* dissolved in America or France by John and Richard Codman. Remaining in America some-time, took passage and returned to France in 1800—arrived there—called on Richard Codman to return me the

property lent and placed *in trust with John & Richard Codman*, in Paris, in December 1798, before I left France for America. Mr. Codman replied, *in a few days* he would do it,—waiting some time, *called on him again*. *He then said*, during my absence in America, John Codman in Boston *had* drawn Bills of Exchange on him, *having no money at command* had turned my property into *cash*, and paid the Bills, to prevent their being protested—but in a few days, *he* would return the Funds borrowed, and replace the amount *left* in his house in *trust*, soon as his accounts were made *up*, would pay the balance. Remaining some time, finding *nothing* to be got from John and Richard Codman, I commenced a process at law in the Court of Commerce at Paris, against Richard Codman, this being the firm or signature *used* by this house in France, *when they* were condemned to pay Vans his demand. From this judgment they appealed to the Courts of the first Instance, (or, *Common Pleas*,) at Paris, *Meaux and Dreux*, and were again condemned *as copartners, while both were living, to pay* my demand, amounting in 1818 to upwards of 370,000 dollars, *by a judgment as follows: viz.*

Napoleon by the Grace of God, &c. &c.—Considering John and Richard Codman, copartners, by an act made at Boston, in the year 1791, that *never was dissolved*. By both signatures, or mutual consent, they having made fraudulent *acts* to cheat their true and lawful creditors. *This fraud* was continued in France, after the death of John Codman, by the agent of Stephen Codman the Executor,—*that* prevented final judgment being rendered until the year 1810, *more than four* years after the death of John Codman; thereby meaning, under colour of law, to defraud Vans of his *debt*. This judgment then goes on and says—The Court condemns John and Richard Codman as copartners jointly and severally, to pay Vans his demand, that amounted with expenses, in the year 1828, to upwards of 500,000 dollars.

I now place copies of the original obligations, payable to order, *given by the copartnership to Vans*, in the year 1800, after his return from America to *France*, that are as follows, viz.—

Borrowed and received of William Vans, an Inscription Tierce Consolidada, of the Public Debt of France, of 8415 francs Rents *per year*. This Inscription stood in the name of *Mrs. Vans*; was transferred to another for my account, and I promise to return to William Vans, *or his order*, this eight thousand four hundred and fifteen francs Rent in one month from this date.—Paris, Vandemaire, 9 year, (*French style*,) or the year 1800.

Signed, RICHARD CODMAN.

The abovenamed Rent of 8415 francs per year amounted at *par*, with expenses, in 1818, to upwards of 62,000 silver dollars.

The next obligation *given to Vans* by the copartnership in 1800, is as follows, viz.

For value received in silver money, I promise to deliver William Vans or his order, in three months from this date, an Inscription called Rentes, provision of the public debt of France, to amount of one hundred thousand livres, or five thousand livres Rentes per year; it being well understood it is an Inscription Rent provision, and *not* money, *let* the price of said Rent at the time of delivery be more or less. And I guarantee all my property as security for payment of the same.—Done at Paris, 13 Vandemaire, 9 year, (*French style*,) or the year 1800.

Signed, RICHARD CODMAN.

The abovenamed Rent amounted with expenses in 1818 to upwards of 38,000 silver dollars.

The third demand (of Vans) on John and Richard Codman, is for 32,098 francs Rentes per year, called Inscriptions, *bought by them for Vans*, with the proceeds of his houses, sold to Mr. Reubel, (*one of the Directory of the French Government*,) by *Mrs. Vans*, while her husband was in America, the 7 Prarial, 7 year, (*French style*,) or, May, 1799—Meaning French Government 5 per cent. Stock, that John and Richard Codman *as copartners*, were condemned in France, by final judgments, to deliver him in *nature*, *let the price of said Rentes be more or less*; as *Vans* was *not* to gain by the rise, nor lose by the fall of them. Therefore these judgments and let-

ters show the order given by Vans, that was accepted and executed to buy these Rentes.—To *prove it*, I place a letter written in France, by Mrs. Vans to her husband in America, dated 23d June, 1799. In this letter she says: “Your houses are sold to Mr. Reubel, and the proceeds placed by Mr. Codman in Inscriptions at 11 5 sols”—that amounted to 32,098 francs Rentes per year.—To confirm the order given to Mr. Codman to buy Inscriptions, I place a letter written by Richard Codman to *me* at Hamburgh; dated, Paris, 8 Ventose, 7 year, (*French style*,) or, March, 1799. This letter begins—

“Mr. Vans,—My dear Sir,—I am favoured with yours of the 8th February, and *observe* the extravagant freight demanded made you give up the project of shipping Gin, &c. *I take due notice of all you say* of Mr. Nott,—understand he is at Versailles. When I know of his return, will communicate to him as much of your letter as will be proper. Mr. Rose has not made his appearance; when I see him will do the needful—and *take due notice of your good opinion of Inscriptions*—shall shortly replace those borrowed of Mrs. Vans—and *if a sale can be made of your houses, the proceeds shall be invested in them.*

Yours with esteem,

Signed,

RICHARD CODMAN.”

On the 30th March, 1799, I wrote from Hamburgh to Richard Codman at Paris, and repeated the order to buy public funds called Inscriptions.

“Dear Sir—I again confirm my letter to you, under date of 22d March, and pray you to get my money from *Nott, Rose and Robicha*. This money I wish you to place in Inscriptions agreeable to my former letters, as you will receive funds from the interest due and coming due, on the 8415 francs Rentes sufficient for Mrs. Vans, I lent you. The fall of Inscriptions will be favourable to the sale of my houses, provided they are under 20 livres; but should they be above 20 livres *then do not sell my houses* or buy Inscriptions. You know I depend on your obeying my orders, as I want Inscriptions, even if they fall as low as 40 sols, so much the better for me. I am still wind bound, &c. &c. Your friend,

WILLIAM VANS.”

The above letters show the orders given and accepted, to buy Inscriptions, they being stamped and registered at Paris—that proves them to be original. The Justenian Roman Law—well as the Code Napoleon, says—An order given and accepted *must be executed*. It was *executed* by Richard Codman of the firm of John and Richard Codman, and final judgments rendered in France, condemning them as copartners to deliver Vans these funds *in nature*. These judgments were placed before a Committee of the General Court, who gave Vans certificates as follows, viz—

“At the request of William Vans, I state, it appeared to the Committee on new trials, of which I was one, that Mr. Vans had large demands against the estate of Richard Codman, in judgments rendered in France, and there was *no* evidence before the committee that these judgments had been paid, except a part, which part was stated in Mr. Vans’s printed book.

June 10th, 1813.

Signed,

SOLOMON STRONG,
WM. B. BANNISTER,”

Two of the Committee of the General Court.

I have also certificates of Daniel Davis, Solicitor General, with A. Peabody. These gentlemen appeared before different Committees *as my counsel*, and certify they have seen produced before different committees of the General Court, judgments and obligations, that were *not* denied by the Execntor and heirs of the Codman family. These certificates *say* they have seen obligations and judgments condemning John and Richard Codman, *as copartners*, to *deliver* Vans 45,513 francs Rentes per year; and these judgments show John and Richard Codman *never gained a suit*, but in every instance were condemned to deliver Vans these Rentes, that amounted in the year 1829, with expenses, to 536,045 dollars.

I will now review the *Pleas* of Stephen Codman, Executor to the Will of John Codman, in answer to the suit of Williom Vans, by A. Stearns his attorney—and the said Stephen Codman comes and defends the wrongs and injuries, &c. *and says John Codman never* promised with Richard Codman in manner and form as the said William

Vans hath alleged, and puts himself upon the country, by A. Stearns, his attorney.

To this plea of Stephen Codman Vans replies, and says, John Codman *being copartner* with Richard Codman, did promise, in manner and form *stated* in his declaration—and show by the following letter, John and Richard Codman were copartners. This letter is in the *hand writing of John Codman*, and is as follows, viz—

Edward Church, Esq. }

Consul at Lisbon. *}*

Boston, 23d June, 1795.

Sir--We cannot sufficiently acknowledge your kind interference *for our honour*, in the affair of the Thetis, Capt. Samuel Prince; we hope for opportunities to express our sentiments more fully. In the mean time please accept *our* thanks. We presume, ere this, *our* Richard Codman *has* taken up Captain Prince's bills, in the hands of Messrs. Dorhman's friends in England, and that they have replaced the £7000 sterling you advanced for our honour.

With respect, we are your humble servants,

JOHN & RICHARD CODMAN.

I now place the deposition of Thomas Melvill, jun. on *oath*, that confirms the above letter, and shows John and Richard Codman copartners.

“I, Thomas Melvill, jun. of Pittsfield, in the County of Berkshire, and Commonwealth of Massachusetts, gentleman, of lawful age, makes oath and says, That he the deponent, in 1795, became acquainted with Richard Codman, in France, which acquaintance continued until his departure in the year 1802. Circumstances at times connected the deponent and said Richard together in commercial operations, so that the deponent *knew* that Richard Codman transacted business at Paris under the firm of Richard Codman, and in that business he was copartner with his brother John Codman, in Boston. The deponent also became acquainted with John Codman, on his arrival in France in the year 1801, at which time said John Codman consulted the deponent respecting certain claims of William Vans, upon the firm of Richard Codman and John Codman, made known to the deponent propositions, that had been made to Mr. Vans for a settlement, for the pur-

pose of facilitating a compromise ; and at the same time proposed making over to your deponent several estates in France, as security for the advances necessary for this object. This was declined by your deponent, on account of some irregularity in the papers, of which from the lapse of time your deponent *does not* recollect. And further the deponent says not. THOMAS MELVILL, JR."

Commonwealth of Massachusetts.

Berkshire, ss.

Town of Pittsfield.

This fifth day of December, in the year of our Lord, one thousand eight hundred and twelve.—Personally appeared before us the subscribers, two Justices of the Peace in and for the County of Berkshire, (*Quorum unis,*) the aforesaid deponent and after being carefully examined and duly sworn continued to testify the whole truth and nothing but the truth, made oath that the foregoing Deposition by him subscribed was true. Taken at the request of William Vans, resident at Salem, in the county of Essex, merchant, to be preserved in perpetual remembrance of the thing. TIMOTHY CHILD, } *Justices of the Peace,*
REYNOLD M'KIRLY, } *Quorum Unis.*

I have also in my possession the deposition, on oath, at Paris, of James Swan and Benjamin Callender, in the year 1802—also the deposition of Nathaniel Cutting at Washington city, in the month of September, 1812. They all declare on oath, *they never heard that the copartnership* of John and Richard Codman had been dissolved. Therefore the foregoing letter and depositions show, John and Richard Codman were copartners. That is confirmed by the copy of a notification put in the Centinel newspaper at Boston, by *John Codman*, in his name alone, without the knowledge or consent of Richard Codman. That is as follows :

“The *public* are informed the copartnership of John & Richard Codman, that commenced on the first day of May, 1791, is this day dissolved. All persons indebted to them are requested to make payment to the snbscriber ; and those they *owe* are desired to call on him and receive their dues

Signed,

JOHN CODMAN.

Boston, May 1, 1798.”

Will the public say, this notice in Boston *put* by John Codman, in his name alone, dissolved the copartnership, formed the first day of May, 1791, between John & Richard Codman, trading in France, under the signature or firm of Richard Codman, for account and benefit of John & Richard Codman. Are not the good people in France to be notified of this dissolution—well as the people in Boston—yet the depositions already stated, and the judgments rendered in France say, John and Richard Codman were copartners and never dissolved in France.—Therefore, until the Executor can show a dissolution *they must* be considered copartners, notwithstanding the pleas of Stephen Codman the Executor.—Vans has many more Letters and Depositions to prove *these facts*.

The second and third pleas made by Codman as Executor, says, “And for a further plea in his behalf, the aforesaid action against him *ought not* to be maintained, because John Codman was never indebted to the said Vans, nor made any of the promises mentioned in his declaration—protesting he had none of the goods and estates of John Codman, deceased, in his hands: the said Stephen also says—That more than 25 years before the commencement of this suit, the last will of John Codman was duly proved, approved, and allowed, and the said Stephen duly constituted and appointed executor thereof—accepted the trust, and gave due notice of his appointment as the law requires: Wherefore he prays judgment—if the said William Vans, his aforesaid action against him ought to have or be maintained; by A. Stearns, his attorney.”

To the foregoing *pleas* William Vans replies, and says, “The estate of John Codman *is not settled* by the executor at this day. There being now pending in the courts of this Commonwealth, a suit, brought by Stephen Codman as executor, against the administrator of P. B. Rogers, to recover a large sum due the estate of John Codman, since 1803—And Stephen Codman, as executor, knows, and has known, more than twenty-five years, there is now due to William Vans, from *the estate of* John Codman, deceased, a large debt, confirmed by judgments of the French courts; that the executor, Stephen Codman, has evaded paying, pretending, as the *above pleas prove*, that John and Richard Codman were not copartners—the limitation law bars

your demand—although Vans made a demand on Stephen Codman by letter written at Paris within two years after the death of John Codman. This Vans has written vouchers to prove, with the rotine pursued by him to recover this debt in France, where it originated.

First, Vans commenced a suit in the Court of Commerce, in 1801, against Richard Codman. (This being the firm or signature used by this house in France.) They were condemned to pay Vans his demand. From this judgment they appealed to the Court of the First Instance, or Common Pleas, at Paris, *Meaux & Dreux*—and again condemned as copartners, by a judgment. (Extract of the copy stated in page 10.)

From these judgments Stephen Codman, as executor, appealed by his agent to the Court of Appeal in Paris. When I told the court John Codman was dead, they ordered me to produce proofs. I placed before the court a newspaper, that said John Codman died at Boston in 1803. This proof *not* being admitted, the cause was tried; and the judgment of Paris, *Meaux & Dreux*, confirmed—condemning John and Richard Codman, as copartners, to pay Vans his demand, amounting to 45,513 francs, rentes, per year. From these judgments Stephen Codman, as executor, by his agent, appealed to the Court of Cassation, or law court, in the name of John Codman, where it lay until 1807 or 8, when they were again condemned by default. I now ask, who did these judgments from 1803 to 1808, condemn—Not John Codman—as a *living* judgment could not condemn a *dead* man. Who then was condemned? I answer, the executor, Stephen Codman: *no* one else had the right to carry on the suit but an executor, who was condemned under the name of John Codman, after he was dead. Therefore, as this debt originated in France according to laws there, the laws of Massachusetts ought not to bar judgments rendered in France, that condemned John and Richard Codman, as copartners, to deliver Vans French government 5 per cent. stock, that fluctuated in the market, sometimes at one price and sometimes at another. It was then proper and according to the American laws, that a judgment should be taken where the debt originated, to fix its value.

These are the reasons: I did not come to America until my judgments were obtained. For, if Stephen Codman wanted to settle the estate of John Codman, he ought to

have discontinued his suit in France and informed me that John Codman was dead. This would have been acting like an honest man ; yet this he did not do—intending to keep me in France defending these suits, and pretending ignorance of my debt until he believed the law barred my demand, to defraud me of my just debt. I now ask the executor and heirs, Have you suffered any injury by keeping my money? On the contrary, you have added 500,000 dollars to the sum left you by John Codman. This I am ready to prove, and convince the public it is so—by offering Stephen Codman and heirs a full discharge for my claims, on condition they deliver or pay me one half of the property left by John Codman, with one half of what they have gained since the death of John Codman. Do this, and the world will say, the executor and heirs are willing to do justice ; but until they do this, the executor and heirs will be considered as defrauding Vans of 500,000 dollars by chicane and deception. That is seen in every act done by the executor and heirs since the death of John Codman, that proves the pleas made by Stephen Codman not true. The limitation law does not bar my demand ; as I have shown by this narrative, Vans demanded payment of the executor within two years after the death of John Codman, and that Stephen Codman knew of the debt of Vans in the year 1805, as appears by a letter written to Vans by John Lowell, Esq. brother to Mrs. Codman, which is as follows, viz.

{ *Paris, 30 Messidor, 12 year*
 { *(French Style) or the year 1805.*

MR. WILLIAM VANS—Sir, Your note, by mistake dated to-morrow, reached me this morning. Nobody could have been more explicit than I have been to every application made in your behalf. That I had no authority to interfere in the affairs of Mr. Codman, and until I had such authority I should not interfere farther than to form a correct opinion. The sentiments I have repeatedly expressed in favor of an adjustment are sincere : in no case do I permit myself to act with insincerity ; and every person who treats with me must act on that principle. I have written Stephen Codman, the executor, and have given him as dark a picture of your expenses as I thought they deserved, and have recommended he should authorize a compromise, and have intimated much ought not to be expected after paying all charges ; but I have not given, nor shall

I give an opinion as to quantum, not having the necessary information to ground such an opinion. I regret the time presses; it is the result of accident, not my fault. I repeat, *I wish a compromise*—shall *always recommend* a liberal one, whether you so esteem it I cannot tell.

Signed,

JOHN LOWELL.

Does not the above letter show Stephen Codman knew my demand on John and Richard Codman in two years after the death of John Codman? Does not this knowledge do away the limitation law? And as a further proof Stephen Codman, as executor, knew of this debt, is the copy of a letter written to him by Vans, and delivered to him by James Prince, Marshal of the District Court, which is as follows, viz.

Stephen Codman, Esq. Executor
and Administrator to the Estates
of John and Richard Codman. } *Paris, March 1, 1805.*

It is now more than four years since I had a claim on your brothers John and Richard Codman, for property lent and placed in their house at Paris, in trust. Difficulties rose between us, and were followed by a process at law. In these suits your brothers have in every instance been condemned to pay me the sums demanded, that amounts to-day, principal, interest and expenses, to 950,000 francs, and at par to one million three hundred and fifty thousand francs. This sum they now owe me; but owing to delays made by lawyers this business has been procrastinated until this day, and the expenses paid by me and your brother's agent (M. Babut) more than 200,000 francs. Although your brothers have been condemned in every instance, never having gained a suit—the lawyers will find means to continue this process another year, and make expenses to a large amount. There is no advantage can arise to your brothers by this procrastination: On the contrary, a great expense added to the debt they now owe me. Therefore, in consequence of a conversation with John Lowell, Esq. and also with your brother's agent, I have acceded to a proposal to suspend these suits until full powers can be received from you how to act.

Signed,

WILLIAM VANS.

The above letter confirms the letter written by John Lowell to the executor, and proves Stephen Codman knew of my demand in two years after the death of John Codman. It also shows these suits were suspended in France until John Lowell, the brother of Mrs. Codman, could receive powers from Stephen Codman, as executor, to make a compromise with Vans. This the letter of Lowell to Vans in 1805 proves—if it does not, John Lowell can deny it. Therefore, as these letters show that Stephen Codman knew of my debt in two years after John Codman died, upon what principle can Stephen Codman say in his pleas the estate of John Codman was settled twenty-five years before Vans commenced a suit, when the executor knows the suit against John Codman was commenced in the year 1801, and the estate of John Codman not settled in 1829; yet, if Stephen Codman and heirs will make oath they never knew or heard of my claim on John and Richard Codman before they died, I will renounce my debt. This they dare not do—knowing I can prove them to be co-partners, and owed me when they died 45,513 francs rentes per year; yet Stephen Codman, as executor, pretends ignorance of my debt, to enable them to keep my property. This is deception and fraud according to the statute—of course never outlawed or barred; yet Stephen Codman says in his pleas, he divided the property among the heirs, in contradiction to the will of John Codman, that says, “Pay all my debts, then divide my property.” This he has not done, but answers the demand of Vans—you did not present your claim to the executor on Monday, and the law bars it on Tuesday.

Here then is seen the religion of the Rev. Dr. John Codman, who received from Stephen Codman the executor, property, he knew final judgments say was fraudulently taken from me. Will the courts of justice in Massachusetts permit a citizen to be robbed by an executor pretending ignorance of a debt, and take advantage of his own wrong to do injustice, by continuing suits in France, in the name of John Codman when he was dead—from the time he died until Vans came to America, in 1810?—Can there be found a jury that will say, a liquidated debt, confirmed by judgments is barred by law? I presume not—Therefore as the courts in France refused to receive proofs of John Codman’s death, offered by me, a new suit could not be maintained until such proofs arrived as the

courts in France considered legal—yet Stephen Codman with his eyes open—last will of John Codman before his eyes, divided my property lent, and placed in trust with John and Richard Codman, among their heirs, in open violation to the will and all honourable principles; he knowing them to be copartners and condemned to pay my whole demand—Can it then be presumed the General Court meant to make laws to do injustice? and are the citizens to be robbed under pretence of law? Look at the Bill of Rights, reserved in the Constitution for all its citizens.

Art. 12 says, “Every subject shall have the right to produce all proofs that may be favourable to him; to meet witnesses face to face, and to be fully heard in his defence, by himself or counsel.”

Art. 11. “Every subject ought to find a remedy for all injuries and wrongs; he ought to obtain justice without purchasing it.”

Art. 15. “All controversies concerning property the parties have the right to a trial by jury—*that is sacred*,” (meaning not to be touched.)—The foregoing article proves every citizen has the right to a trial by a jury; there being no power in the state that can deprive him of this right—It being his birth-right, cannot be taken from him, but by God. As the verdict of a jury is paramount to law, not to be annulled by any court—(*if it is*) the parties do not have a trial by jury; yet there may be cases when the court may set aside the verdict of a jury, and order a new trial—But the Supreme Court nor General Court have no right to *annul* the verdict of a jury; it *being sacred*, cannot be touched. The constitution of the United States, section 10, says, “No state shall make laws to impair obligations”—It also says, “All suits above twenty dollars the parties have the right to be tried by a jury; not to be re-examined in any court.” This shows the General Court have *not the right* to make laws to impair obligations, nor to bar the recovery of debts a jury says is just: yet the Supreme Court decided within fifteen years the General Court had no right to grant individuals a trial by jury, stated in Tyng’s Reports, vol. 11, page 398; yet the General Court by petition have granted trials to individuals for more than forty years: therefore the great length of time this has been done makes it a law of the land, that shows

the opinion given by the Supreme Court, *not correct*—there being no law to justify it. That shows my demand not barred, as stated in *the pleas* of Stephen Codman, as I have shown by the letter of John Lowell, Esq. in 1805, and also by my letter to the executor, that Stephen Codman and heirs knew of this debt; yet these suits were continued in France by Stephen Codman after John Codman was dead. To prove it let the accounts of M. Babut, the agent in France of Stephen Codman, be placed before the court. Also the accounts of Sir Francis Baring and Co. of London, with the act of copartnership made at Boston in 1791, between John and Richard Codman; also the books kept in France by Richard Codman. Let these books and papers be brought into court, *we shall then see* if John and Richard Codman were not copartners. While these suits were carrying on in France I saw there the Rev. John Codman, and requested him to settle my claim and stop the suits. He answered me—had no power; his uncle Stephen Codman being sole executor—only to get information and let him know it. This he did do; and is another proof the executor knew all about my claim, but pretended ignorance to defraud me of my debt; therefore as these papers prove Stephen Codman knew of my claim, yet divided the property among the heirs, they allowing him 25,000 dollars for doing it. This knowledge shows fraud.

I now show this law cannot be executed as it now stands, and name a case, by supposing A says to B, I am going to the North-west Coast and China;—will leave with you ten thousand dollars: the principal and interest to be paid to me on my return to America. B receives the money on this condition, and A leaves Boston, arrives on the North-west Coast where he remains three years—then sails for China. On arriving there *sees* a newspaper saying B was dead and C appointed his executor, who advertises for all persons to bring their accounts against B to him for settlement. On seeing this notice A writes to C from China and informs him of his debt; that he shall be in Boston in two years and want his money left with B. On arriving at Boston A calls on C and demands his money. C answers him—the property left with B by you has been divided among his heirs according to law. A answers—my agreement with B was to receive my money on my return to Boston. C replies—the law of the land says, you must demand payment of the executor in four years after the death of the testator. A answers C—I wrote you from China and informed you of my debt. C replies—you have not demanded payment according to law; your debt is barred by the limitation law. A answers C—I was in China: how could I demand payment of the executor in Boston? all I could do was to give C as executor notice of my debt. This was done, as my letter to C proves

that he as executor acknowledges to have received. This shows the law as it now stands cannot be executed. To remedy this evil the General Court for forty years have granted trials to individuals who petitioned for it. I therefore ask—can it be presumed the General Court meant to make laws that will do injustice? If they do, is it not contrary to the Bill of Rights,—that the Supreme Court is bound to see executed? Can it then be just A shall lose his money because he did not do what he had not the power to do? As the law of limitation for six years, says, your account is not barred, if out of the country, until you return. If this reserve was necessary in this law, it is equally so in the law of limitations for four years. If this reserve has not been made, the presumption is, it must have been forgotten, or done by design to prevent its execution—As the Bill of Rights says—“Every subject shall have the right to a trial by jury that is sacred.” Therefore Vans being detained in France to defend these suits, gave notice by letter to Stephen Codman as executor, in 1805, of his debt, only two years after the death of John Codman. This notice was repeated in the same year by John Lowell, Esq. brother to Mrs. Codman, that proves the executor distributed the property of John Codman among his heirs after he knew of my debt, confirmed by judgments. This shows fraud—Yet Stephen Codman, as executor, by his agent, appealed from these judgments to the Court of Cassation or law court, when John Codman was dead, where it lay until 1808, when it went by default, against John Codman, although dead—And Vans came to America and demanded payment of the executor as already stated. It must then be evident Stephen Codman, as executor, knew of this debt long before John Codman died, or limitation law began to run; yet detained Vans in France, that he might plead this law. This is seen in every act—that shows deception. And now say (Mr. Vans) as you did not demand payment according to law, your claim is barred. To this observation I answer—My claim is not barred by law; as you knew of this debt in two years after John Codman died,—by letters and judgments, and the estate of John Codman not settled at this day, 1829. Therefore my being out of the country, I did all that I could do—of course complied with the law—As a man cannot do what he has not a power to do.

The last *plea* made by Stephen Codman as executor was—“And for another plea in his behalf, the said William Vans his aforesaid action against him the said Stephen Codman, ought not to lie (because) since the death of John Codman and before the commencement of this action—to wit, on the 14th day of April, 1818, the said Vans, by a certain instrument of release, sealed with his seal and now to the court here shown,—did release, acquit and discharge the said Stephen Codman as executor to the estate of John Codman, from all actions, cause of actions of every name and nature whatsoever, as by the release referred to will fully appear. Wherefore the said Stephen Codman prays judgment if the said Vans ought to have or maintain his action against him. By A. STEARNS, his Attorney.

In replication of the fourth and last plea of Stephen Codman, William Vans says, “He never did receive from John Codman on the 14th day of April, 1818 the sum of 500 dollars, to discharge or release the demand stated in his account annexed to the writ—They

being obligations payable to order, given to Vans by the copartnership in 1800, with judgments condemning John and Richard Codman as copartners (while living) to deliver Vans 45,513 francs rentes per year. These obligations are now in his hands, *unpaid*,—*not named* in the release, and *not discharged* by it, that amounted with expenses on the 14th day of April, 1818 to upwards of 370,000 dollars. It was at this epoch Vans gave the administrator and heirs of Richard Codman a release for other property named in the release for 500 dollars, paid to Vans by Mrs. Catherine Codman, to discharge her minor children for *estates, effects and credits*, delivered by Vans and his wife to Richard Codman in December, 1798, before Vans went to America. This release begins—

“To all people to whom these presents may come,—William Vans, of Boston, in the County of Suffolk and State of Massachusetts, merchant, sends greeting.—Whereas the said Vans and the lady then his wife, both or either of them, *many years since*, delivered to Richard Codman, then residing in France, certain *Estates, Effects and Credits*, concerning which the said Vans alleged John Codman, formerly Copartner with Richard Codman, at said Boston, was responsible to him as copartner. This allegation the said John Codman, deceased, his representatives and assigns have ever denied—but the said William Vans being now willing to accept the sum of 500 dollars, in full satisfaction and discharge for said claims,—and Catherine Codman, widow of said John Codman, in order to *avoid cost and trouble* hath in *behalf of her minor children* consented to pay the said sum.—Now know ye, that the said William Vans, for and in consideration of the said sum of 500 dollars to him in hand, paid by said Catherine Codman of said Boston, widow; and the sum of one dollar, in hand, paid by Stephen Codman of said Boston, Executor to the Will of John Codman, and administrator to the Estate of Richard Codman, the receipt whereof he doth hereby acknowledge, doth discharge, release, and acquit, the said Stephen Codman, Administrator as aforesaid and the estates of said John & Richard Codman, their heirs and assigns, from all actions, cause of actions, claims and demands of every name and nature whatsoever, both as concerns himself and said wife, or otherwise howsoever.—In witness whereof the said William Vans hath set his hand and seal, this 14th day of April, 1818. Having also signed *one other* instrument of the same tenor and date, signed William Vans and a seal. Signed, sealed and delivered in presence of us.

JOHN WINSLOW.

STEPHEN GORHAM.

“Suffolk ss. 21st April, 1818. Then William Vans acknowledged the above instrument to be his true act and deed. Before me,
STEPHEN GORHAM, *Justice of the Peace.*”

The foregoing *Release* named in the *Pleas* of Stephen Codman, as Executor, I review. That says, “Whereas the said Vans, and the lady then his wife many years since, delivered to Richard Codman certain *Estates, Effects, and Credits*, concerning which the said *Vans* alleged, John

Codman, *formerly* copartner with Richard, was responsible to him—which allegation John Codman deceased, his heirs and assigns have ever denied—Therefore if John Codman *were not* copartner with Richard Codman in December, 1798, I have no claim on John Codman *or his heirs*—But until Stephen Codman show to the Court, a dissolution of copartnership formed at Boston in 1791, by John & Richard Codman; a copy of which is placed in page 15. Neither John Codman, his heirs, *nor* the Executor and heirs were discharged from the claims of Vans on John & Richard Codman, by the release of 1818. *As it says* “John Codman *was not* copartner with Richard—of course (*John*) had nothing *to do with the release*, and was *not* discharged by it. It is then evident the 500 dollars paid to Vans by Mrs. Catherine Codman, *meant to release her minor children for estates, effects and credits* delivered to Richard Codman in December, 1798, then in the hands of the Administrator and heirs of Richard Codman, stated in the release, consisting of a note payable to order, given to Vans by Mr. Compadre, and delivered to Richard Codman, by Mr. Rose for collection, amounting to 4000 francs, (French money) equal to 800 dollars. It was this note the 500 dollars discharged the minor children of Mrs. Catherine Codman. The Release then says, “For and in consideration of one dollar in hand, paid by Stephen Codman, the Executor of the Will of John Codman, and Administrator to the Estate of Richard Codman, the receipt whereof he doth hereby acknowledge; doth release, discharge and acquit the said Stephen Codman, and the estates of John and Richard Codman, their heirs and assigns, from all actions, cause of actions of every name and nature whatsoever, both as concerns himself and said wife, *meaning* Stephen Codman as Executor and Administrator, was discharged for one dollar *that Vans never received, as he never saw* Stephen Codman. This business being done by General Winslow, without the knowledge of Stephen Codman. This the deposition of R. G. Amory before *Minot*, Justice of Peace, shows in 1828. It is then evident the 500 dollars paid by Mrs. Catherine Codman *was to get her minor children discharged*—and the one dollar said to be paid by Stephen Codman, *was intended to discharge the heirs of Richard Codman for estates, effects and credits remaining with the Administrator when the Release was given, in 1818. But this release did not discharge John*

and Richard Codman, *as copartners*, for obligations payable to order given to *Vans* by the copartnership, in 1800; nor for judgments rendered in France in 1801, 2, and 4. These obligations and judgments *being now in the hands of Vans unpaid*, not named in the release, and *was not* discharged by it. This shows the Release for 500 dollars given to Mrs. Catherine Codman did *not* discharge the Executor and heirs of John Codman for 370,000 dollars due to *Vans* in 1818. To prove it, I state the request of R. G. Amory to Gen. Winslow to get from *Vans* all original papers. To this request *Vans* replied—The papers are mine, never go from me until I am paid. If a crack is open my whole body shall go through and get my debt. This Mrs. Codman and R. G. Amory know to be true; as I refused 80,000 dollars offered me in France by John Codman when my claim *was unliquidated*; yet the Codman family reported I was *insane*. No one will believe me in my right mind, and give a *discharge* to an Executor for a *liquidated* debt of 370,000 dollars, due to *Vans* when the Executor said *he had paid me one dollar*, that discharged him for this debt. Here is seen the religion of the Rev. Dr. Codman, who received from the Executor property that *judgments say*, was fraudulently taken from me. That Stephen Codman, as Executor, *says* in his *pleas*, the Limitation Law and Release bars my demand. Therefore, if a jury will *say* John and Richard Codman *were not* copartners, I will renounce my debt. It is then evident, the one dollar, *said* to be paid to *Vans*, could *not* discharge Stephen Codman as Executor and Administrator for obligations and judgments amounting to 45,513 francs rentes per year—*they being now* in the hands of *Vans*, *unpaid*—not named in the release of 1818, and *not* discharged by it.

Finally, this release proves Stephen Codman, as executor, knew of this debt before the estate was settled—yet *says* in his *pleas* the Estate of John Codman was settled twenty-five years *before the suit of Vans* was commenced. This acknowledgment in the year 1818, when the 500 dollars was paid to *Vans* by Mrs. Catherine Codman, shows the Estate *not* settled then, and this knowledge, I presume, does away *the plea* of the Limitation Law. I therefore ask a verdict that will condemn the Executor and heirs *to do justice*. As justice is law, although law may *not* always do justice by condemning him to pay *Vans* the sum stated in the account annexed, amounting, principal, interest and

expenses, to 2,670,271 francs, French money, equal to 534,054 dollars, with such damages as you may think I am entitled to—they *having* kept my money more than 28 years, by deception and fraud, and gained 500,000 dollars by doing it; having now in their possession one million of dollars. *These* judgments say John and Richard Codman were copartners, and made fraudulent acts to cheat their true and lawful creditors. This fraud has been continued by the Executor and heirs, that is never outlawed or barred, from the time John Codman died, in 1808, until this day, 1829.—To prove it I now place before you written vouchers; viz.

1. Is a copy of my account current, amounting to 2,670,271 francs, equal to 534,054 dollars.

2. Is an extract of a Judgment in French, condemning John and Richard Codman as copartners, to deliver Vans 45,513 francs Rentes per year—meaning French Government 5 per cent. stock.

3. An obligation for 5000 francs Rentes provision per year, given to Vans by the Copartnership, payable to order in the year 1800.

4. An obligation for 8415 francs Rentes per year, given to Vans by the Copartnership, payable to order in 1800.

5. Letter from Vans in Hamburgh to Codman in Paris, ordering him to sell all his property and invest it in French Government stock called Inscriptions.

6. Letter from Codman at Paris to Vans in Hamburgh, promising to invest his property in French funds called Inscriptions.

7. Letter from Mrs. Vans to her husband in America—saying, my houses were sold to Mr. Reubel and the proceeds invested in Inscriptions by Codman at 11,5 sols the hundred, that produced 32,098 francs Rentes per year.

8. A notification put in the Centinel by John Codman, saying, the copartnership of John and Richard Codman was dissolved.

9. John Lowell, Esq. the brother to Mrs. Codman, letter to Vans, dated, Paris, 1805.

10. Letter of William Vans to Stephen Codman as Executor, in 1805, informing him of his demands on the estates of John and Richard Codman.

11. Richard Codman's letter to Vans, informing him that John Codman, at Boston, had received from Vans, the Agreement and Letters of Credit.

12. Mr. Rose's letter to Vans, proving he gave to Mr. Rodman the note of hand of Mr. Compadu for 4000 francs, French money.

13. Translation of a part of my French Judgment.

14. Benjamin Callender's deposition taken in France, saying John and Richard Codman were copartners, that he never heard of the dissolution.

15. James Swan's do. do.

16. Thomas Melvill, Jun. in Pittsfield, deposition taken in perpetual remembrance.

17. Nathaniel Cutting of Washington City deposition.
18. Last Will of John Codman.
19. Solomon Strong and W. B. Bannister's certificates, as Committee of the General Court.
20. Certificates of Solicitor Davis and Augustus Peabody.
21. The original letter to Prince, covering my letter in 1805 to Stephen Codman as Executor.
22. Letter from Rev. John Codman to Vans.
23. Letter from Daniel Webster to Vans.
24. Certificate of a number of Americans in Paris, that John Codman was dead in 1803, and that he was copartner with Richard Codman when he died.
25. Is a Letter from Richard Codman to Vans, saying he received the money from Mrs. Vans to buy Inscriptions, and told her the price of Inscriptions, on the day he received the money.