and clothed with the request authority and directions of the said Dehaulmes to pay over and place in the hands of French merchants all the money which he the Defendant after executing that note owed to the said Dehaulmes with directions to the said merchants to lay the same out in merchandize the most suitable for the markets of the United states of America, and to insure the said merchandize and ship the same to different parts in the said United states there to be sold. The Defendant then offered evidence to the Jury to prove that on the twenty fourth day of April seventeen hundred and ninety three, the Defendant wrote to Messrs. Chaneaulme and brothers merchants at Nantz in France to pay over all the money which they had in their hands belonging to him the Defendant into the hands of Messrs. Dallarde, Swann & Co. French Merchants residing at Paris, that at the time he did so, he the said Defendant informed the said Dehaulmes that he had given such orders to Messrs. Chaneaulme and brothers, and the said Defendant also offered evidence to the Jury, to prove that Messrs. Dallarde, Swann & Co. had his orders to lay out the said money in merchandize the most suitable to the markets of the United states of America, to insure the said merchandize and ship it to different parts in the said United states and the money which he the said Defendant owed to them the said Dehaulmes was included therein to which the said Dehaulmes made no objection but seemed pleased therewith. The Defendant then offered evidence to the Jury to prove, that in consequence of this order of the twenty fourth day of April seventeen hundred and ninety three from the said Defendant to the said Chaneaulme and brothers they the said Chaneaulme and brothers on the eighth day of June seventeen hundred and ninety three paid over into the hands of the aforesaid Dallarde Swann & Co. at Paris the sum of two hundred thousand livres. The Defendant having in the opening of this cause stated by his Counsel: that he had deposited in the hands of Dallarde, Swann and Company and shipped goods for and on account of the Indorsors about fifty seven thousand livres on account of this note; and another debt due to the said Indorsors, and the Defendant having also offered evidence by an account written by the Defendant that the money so deposited in the hands of the said Dallarde, Swann and Company only the sum of twenty eight thousand and two livres eleven sous and ten deniers of the said money was deposited on account of the note on which suit is brought, and the sum of twenty eight thousand six hundred and six livres seven sous on account of a debt due to the Indorsors from Peter Payen, amounting to fifty six thousand six hundred and eight livres eighteen sous and ten deniers.—

The Plaintiff in this cause also offered evidence to the Jury to prove that the said Payen the Defendant did not by any act of his oblige himself to remit the money which he owed to said Dehaulmes in merchandize or

to lodge the money in the hands of any merchant to be invested in merchandize for the their use, that when he deposited the funds in the hands of Messrs. Dallarde Swann and Company he did not inform them that he deposited any part thereof for the use of the Indorsors of the said note, that the said Defendant did not at any time after the shipment of the said goods or after depositing his funds as aforesaid inform the said Indorsors that he had deposited any funds on their account or that they were interested at any time before the twenty fourth day of November seventeen hundred and ninety seven although he had corresponded with them by letters until they left France which was in the summer of seventeen hundred and ninety six, and altho' they lived in the family of the Defendant from some time in November seventeen hundred and ninety six until the said twenty fourth day of December seventeen hundred and ninety seven, (that the said Indorsors altho they corresponded with the Defendant, had not during that period expressed any Idea that they were interested in the said shipment of goods, or made any inquiry concerning the result of said shipment made by funds deposited by the said defendant nor had they at any time claimed any money as being due to them by reason of said shipment, altho' in one of their letters wrote to the Defendant and by him produced dated the eleventh day of June seventeen hundred and ninety five which letter is in the words and figures following viz.

à Mr. Payen Boisneuf — Ce 23 prairial la 11 Juin 1795.
aux Etats unis D' Amerique — (V. S.) II

Monsieur,

Malgre le plaisir que nous avons eu devous ecrire le 29 et le 9 may, cette nouvelle occasion de faire est trop determinee pour notre amitie, pour ne la pas saisir avec empressement. Mr. Valladon qui part sous peu pour les etats unis veut bien se charger de ma lettre nous jouissons toujours d'une bonne sante, malgre que nous morrons de faim, les subsistances sont à des prix excessive, le septier de bled se vend 1500 tt la livre de viande 6 tt la livre de beurre 18 tt ainsy du tout. C'est le prix du jour demain ce sera peu etre le double, nous avons achete aujourdhui un cent de bouret de pines 600 tt vous devez juger d'apres cela ce que peut couter le bon bois. il vaut 800 tt la corde la livre de sucre 36 tt celle de cafe 25 tt nous aurions bien desire partir avec Mr. Valladon mais les moyens nous manque, Oh; quelle triste sort est le notre, nayant plus aucune resource icé; obligee de vendre nos meubles et notre linge pour pouvoir subsister je vous avoue que l'avenir nous effraye; car quand nous aurons epuise toute nos resource que devons nous vous avez. annez apprendre une somme, chez Mr. Chanceaulme, je luy ai ecrit plusieurs fois, et point de reponse Mr. Guibert N'en recois pas non plus, J ignore S. il existe, nous navons pas encore non plus touche un, Sol de la vente de notre terre depuis 18 mois quelle est venduë, Mr. D nous amarques que Mr. Swan qui est actuellement en amerique doit vous voir, et arranger avec vous