same out in merchandize the most suitable for the markets for the United states of America. and to insure the said merchandize and ship the same to different ports in the said United states there to be sold. The Defendant also offered evidence to the Jury to prove that at the time the note upon which this suit is brought was given being for the principal and Interest of the debt due from the said Defendants to the said Dehaulms before and on the twenty sixth day of September seventeen hunared and ninety two. it was considered understood and agreed upon by the said Dehaulms and the said Defendant that the giving of the said note upon which this suit is brought was no revocation of the power of Attorney above mentioned. but that the defendants still remained charged and cloathed with the request authority and directions of the said Dehaulms 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 Dehaulms 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 ports of 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. Chanceaulme 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 Dehaulms that he had given such orders to Messrs. Chanceaulme & 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 ports in the said United states. and the money which he the said Defendant owed to them the said Dehaulms was included therein. to which the said Dehaulms 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 Chanceaulme & brothers they the said Chanceaulme and Brothers on the eighth day of June seventeen hunared and ninety three paid over into the hands of the aforesaid Dallarde Swann & Co. at Paris the sum of two hunared 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 indorsers about fifty seven thousand livres on account of this note. and another debt due to the said Indorsers. 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 hunared and six livres seven sous on account of a debt due to the Indorsors from Peter Payen. amounting to fifty six thousand six hunared 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 invest 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 their use. that when he deposited the funds in the hands of Messrs. Dallarde. Swann & Co. 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 hunared and ninety seven although he had corresponded with them by letters until they left France. which was in the summer of seventeen hunared and ninety six. and although they lived in the family of the Defendant from some time in November seventeen hunared and ninety six until the said twenty fourth day of December seventeen hunared and ninety seven. — That the said Indorsors while 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 enquiry 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 hunared and ninety five which letter is in the words and figures following. to wit. — H

a Mr. Payen Boisneuf
aux Etats unies D. Amerique

Ce 23 prerial la 11 Juin 1795
(V. St.) — H

Monsieur.

Malgré le plaisir que nous avons eu devons avoir eu de vous recevoir le 29 ab le 9 may cette nouvelle occasion de le faire est trop déterminée pour notre amitié pour me laisser saisir avec empressement. Mr. Valleau dont je fais beaucoup peu pour les etats unis veut bien se charger de ma lettre nous jouissons toujours d'une bonne santé; malgré que nous manquons de pain. les subsistances sont à des prix excessifs. le septier de blé se vend 1500 ll. la livre de viande 6s. la livre de beurre 18s. ainsy de tout. c'est le prix aujourd'hui demain ce sera peut être le double, nous avons achetés aujourd'hui un cent de bouteil de pines 600 ll. vous devez juger d'après cela comme [illegible]