merchandize in which they were invested were not such as were well calculated for the consumption of the United States market, and that the loss, if a loss, was sustained on said shipment was owing to the merchandize not being suited to the consumption of that market, and to the depreciation of the assignats with which they were purchased. — The Plaintiff also offered in evidence that altho' the final account rendered by Dallarde, Swann and company to the Defendant is dated on the 1st day of June 1798. the said Defendant had been in correspondence with them, that the amount of sales rendered by them were 19.952 dollars and five cents. the whole of which had been before that time received by the said Defendant except 3987 dollars and 57 cents. —

The Defendant offered evidence to prove that when on the said 24th day of November 1797. the said Indorsors of the said note demanded money of him that he then informed them that they were interested (in proportion to the money which he the Defendant had owed them and for which the note upon which this action is brought was given) in the shipments made by Dallarde Swann & Co. of goods purchased with the 200.000 livres deposited by the Defendant in the hands of Dallarde, Swann & Co. on the 8th day of June 1793 as herein before stated. — That the Defendant then informed the said Indorsors that he had not yet received from Dallarde, Swann & Co. an account of the proceeds of the said shipment, that when he did he would settle with them according thereto and pay them their proportion of the amount of the proceeds of the said shipment. — That the said Defendant then made a statement of what he supposed would be their proportion of the proceeds of the said shipment which he then offered to pay them agreeing at the same time to correct any error that might appear when the account of Dallarde, Swann & Co. should be received which payment the said Indorsors refused to receive, that the said Indorsors never did apply to the said Payen for money before the said 24th day of November 1797. — That the said Defendant never did receive from the said Dallarde, Swann and Co. an account of the proceeds of the said shipment until the 12th day of June 1798 and that the said Defendant did receive the money arising from the sales of the said goods except at the times and in the manner stated in the following account. —

Doit. Mons. Payen Boisneuf son compte avec Dallarde, Swann & Co. pour le produit de son interest dans la cargaison du George & Harriot

			Dollars	cents
1795 Juin 15.	Payé a Madam Pitre par son ordre		600	"
Nov. 12. 1796	Sa traite sur John Vaughan a 8/4		4058	66
Fev. 8.	Ses 2 traites a vendre de J Smith 60/4	2838..33 2500..."	5338	33
	Compte a mesd. Dehelmes par son ordre en France 2705. en especes a 6 p. Cent		999	91
	Sa proportion de dettes non recues pour marchandises vendues a Charleston 53 3/4 p. C. sur $ 816. 60		496	"
	id de la commission chargé par Hazlehurst & Co sur la valeur de marchandises envoyés de Charleston a Philadelphie 2 p. C. sur £ 900 ou 91.25 $ 53 3/4 p. C.		451	27
	id de la commission sur les remises a Philadelp. chargé par les dits 2 p. C. £ 319.15.7 $ 38.9. 58 3/4 p. C.		48	93
	Poste de lettres		17	78
	autant reçu de la Maison Murray de New York pour compte des marchandises vendues par elle		8	20
	autant reçu de Mason de George town		2761	55
	notre commission sur 19.952.5 a 2 p. C.		700	"
	Balance due a Payen Boisneuf		498	76
	Doll.		3987	57
			19.952	5

Avoir

Pour sa proportion du net produit de la totalité des ventes de la cargaison du George & Harriot faites par Robert Hazlehurst & Co John Vaughan, Murray & Barrett, & Murray & son suivant comptes de vente rendus par eux dont copies ont été livrés a Mons. Payen. La dite proportion est comme 285.762. 17. a 532.762. 48 le montant total des ventes etant $. 37.179. 78 par Etat — 19952. 5.

Quand les dettes a Charleston seront recues ils seront au credit de ce compte. —

Doll. 19952. 5

Boston 1. de Juin 1798.

Sauf erreurs & omissions

Jam Swan pour Dallarde, Swan & Co.

And thereupon the Defendant by his Counsel offered evidence to the Jury to prove that on the 24th day of April 1793 the Defendant wrote to the aforesd. Chaneaulme & brothers directing them to pay over to Dallarde, Swan & Co. all his funds in the hands of the said Chaneaulme & Brothers, and that the said Dallarde Swan & Co. were directed to invest such funds in merchandize suitable to the