

771.

4. Money paid by the Plaintiff for the Defendant at his request.
5. Money received by the Defendant for the use of the Plaintiff.
6. Money found to be due from the Defendant to the Plaintiff on accounts stated between them.

7. A messuage and lands sold and conveyed by the Plaintiff to the Defendant

8. The Defendant's use by the Plaintiff's permission of messuage and lands of the Plaintiff.

9. The hire of (*as the case may be*) by the Plaintiff let to hire to the Defendant.

10. Freight for the conveyance of the Plaintiff for the Defendant at his request of goods in (ships, &c.)

11. The demurrage of a (ship) of the Plaintiff kept on demurrage by the Defendant.

12. That the Defendant on the day of A. D.
by his Promissory Note now overdue, promised to pay to the Plaintiff
£ (*two*) months after date, but did not pay the same.

13. That one A, on &c., (*date*) by his Promissory Note now overdue, promised to pay to the Defendant or order £ (*two*) months after date and the Defendant indorsed the same to the Plaintiff, and the said Note was duly presented for payment and was dishonored, whereof the Defendant had due notice, but did not pay the same.

14. That the Plaintiff on &c., (*date*) by his Bill of Exchange now overdue, directed to the Defendant, required the Defendant to pay to the Plaintiff £ (*two*) months after date, and the Defendant accepted the said Bill, but did not pay the same.

15. That the Defendant on &c., (*date*), by his Bill of Exchange to A, required A to pay to the Plaintiff £ (*two*) months after date, and the said Bill was duly presented for acceptance and was dishonored, of which the Defendant had due notice, but did not pay the same.

16. That the Plaintiff and Defendant agreed to marry one another, and a reasonable time for such marriage has elapsed, and the Plaintiff has always been ready and willing to marry the Defendant, yet the Defendant has neglected and refused to marry the Plaintiff.

18. That the Defendant by warranting a horse to be then sound and quiet to ride, sold the said horse to the Plaintiff, yet the said horse was not then sound and quiet to ride.

19. That the Plaintiff and Defendant agreed by charter party, that the Plaintiff's schooner called the Toronto, should with all convenient speed, sail to Hamilton, and that the Defendant should there load her with a full cargo of flour and other lawful merchandize, which she should carry to Kingston and there deliver, on payment of freight per barrel, and that the Defendant should be allowed four days for loading and four days for discharging and four days for demurrage, if required, at £ per day; and that the Plaintiff did all things necessary on his part to entitle him to have the agreed cargo loaded on board the said schooner at Hamilton, and that the time for so loading has elapsed, yet the Defendant made default in loading the agreed cargo.