

[993.1.72.obv]

[red seal in upper left corner]

District of Gore, William the Fourth by the Grace of God,
of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith.

TO THE SHERIFF OF THE SAID DISTRICT – GREETING:

We Command you,

That you SUMMON D’Arcy Haggitt

[word obscured by glued paper] either in person or by Attorney, at our next District Court, to be
holden at Hamilton, on Saturday [end of line]

The first day of October next to answer to Alexander [end of line]

Murray James Newbigging & John Mcfarlane of a plea of trespass on the case upon promises.

FOR THAT WHEREA, the said defendant heretofore, to wit on the thirtieth day of

January in the year of our Lord one thousand eight hundred and thirty six

At Brantford [t...l] at Hamilton in the said district, made his certain promissory

Note in writing bearing date the day and year aforesaid, and then and there delivered the said
Note to the said [end of line]

Plaintiffs ----- and thereby promised to pay to the said Plaintiff

the name style & [fi...] of John Mcfarlane & Co or [?] at

the office of the Commercial Bank Midland District in Dundas

the sum of Twenty five pounds seventeen shillings and three pence

Currency for value received Ninety days after the date thereof.

By means whereof, and by force of the statue in such case made and provided, the said
defendant then and there [end of line]

became liable to pay to the said plaintiff the said sum of money in the said Note specified,
according to the tenor and [end of line]

effect of the said Note: And being so liable, --- the said defendant in consideration thereof,
afterwards, to [end of line]

wit, on the same day and year aforesaid at Hamilton aforesaid, undertook, and then and there
faithfully promised [end of line]

the said plaintiff to pay them the said sum of money. In the said promissory Note specified,
according to the [end of line]

tenor and effect thereof

AND ALSO, for that, at the time and place aforesaid, the said defendant was indebted to
the said plaintiff and un- [end of line]

dertook and promised to pay them thirty ----- pounds of like lawful money, for [end of line]
goods, merchandise and chattels before that time sold and delivered to him at his request: AND
for money lent and advanced to, and paid, laid out and expended for him by the said plaintiff at
the like request [end of line]

AND for money had and received by him to the of [struck out] use of said plaintiff.

AND ALSO, for other money before that time and then due and payable from the said defendant to the said plain- [end of line]
tiff for interest upon and for the forbearance of divers other large sums of money before then lent and advanced by [end of line]
The said plaintiff to the said defendant at his special instance and request, and by the said plaintiff forborne to [end of line]
the said defendant for divers long spaces of time before then elapsed, at the like request of the said defend- [end of line]
ant

AND ALSO, for certain rooms, apartments and furniture of the said plaintiff before that time used and enjoyed by [end of line]
the said defendant and divers other persons at the said defendants like request, and by the permission of the said [end of line]
plaintiff. AND ALSO, for meat, drink, fire, candles, attendance, washing, lodging, and other necessaries, by the said [end of line]
plaintiff before that time found and provided for the said defendant and divers other persons, at the said defendants like [end of line]
request: AND ALSO, for the work and labour, care and diligence of the said plaintiff before that time done, and per- [end of line]
formed and bestowed by the said plaintiff and their servants, and their horses, carts and carriage- [end of line]
es, in and about the carrying and conveying of divers goods and chattels, wares and merchandises, and delivering the [end of line]
same for the said defendant at his like request; AND also, for the wqork and labour, care, diligence and [end of line]
attendance of the said plaintiff before that time done, performed and bestowed, as the agent of and for the saud de- [end of line]
fendant and on his retainer: and for certain commission and reward due, and of right payable, from the said [end of line]
plaintiff upon an account before that time stated, between the said plaintiff and the said defendant.

ALL of which said sums of money the said defendant now refuse to pay the said plaintiffs although often request- [end of line]
ed to pay the same; as they say to their damage of forty pounds, and therefore they bring the Suit. &c. &c. [end of line]

Witness. Thomas Tayler Esquire, ----- Judge of our said Court, at Hamilton,
This second day of July in the seventh year of our Reign and in the year of
Our Lord one thousand eight hundred and thirty six

W^m [Miller?]
Attorney for Plaintiff

John Saw
Clerk of the said Court

[993.1.72.rev]

To
W^m D'Arcy Haggitt

Take notice that unless you
appear at the return of the within [summons?] and
declarative and plead thereto within three
days after the return thereof [judgment?]
default will be [si...ied ?] against you and the
damages assessed on the 11th day of October 1936
at the Court House, Town of Hamilton

Sep 17 36

Yours
W^m Miller
Atty for [plffs ?]

[perpendicular to the above]

DC
McFarlane & Co
to
D'arcy Haggitt
For [?] 27 – 5 – 8
Filed 18th January 1837
In Court [?]
Signed [?]
[?] office
Brantford

1/6 unpaid
W^m Miller