

ances made in contemplation of future advances of money from *Strike*, although he afterwards received such advances from him: that in October 1812, he applied for the benefit of the insolvent laws, and obtained a release of his person, and *Strike* was appointed his trustee, as being already in possession of the principal part of his property, but he has not since applied for or obtained a final discharge; that he himself continued to occupy one of the lots, on which there was a good dwellinghouse, about eighteen months after the date of the deeds, without any agreement, or even suggestion, on the part of *Strike*, of his being under any obligation to pay rent for it; that the other lot, on which there was a small dwellinghouse, was rented, and he received the rent for his own use for more than eighteen months, after the date of the deeds, without any molestation from *Strike*; that he, this defendant, constantly paid the ground-rent, taxes, and all other dues, incident to the ownership of those lots, during his residence in one of them, and for a long time afterwards; that during that period he borrowed of *Strike*, from time to time, about seventeen hundred dollars, and laid it out in erecting a furnace on one of the lots which he carried on about two years and a half in conjunction with *McArdle & Coulson*, to whom *Strike* granted a lease of it for ten years, reserving rent; that by the persuasion of *Strike*, he gave up to him the lot on which he resided, and removed to another house nearer and more convenient to the furnace; that before he left his house, being much embarrassed in his affairs, on the persuasion of *Strike*, he consented to a colourable distress and sale of his effects for rent; but that he continued to hold possession of the property, which he used, and afterwards sold as his own, without any claim being made by *Strike*; that about eighteen months after *Strike* had taken possession of the lot so delivered to him, he made some improvements on it, an account of the expenses of which, as charged to this defendant, together with the sums advanced for erecting the furnace, and some other small sums, amounting to about three thousand dollars, *Strike* shewed to this defendant, and assured him, as he had often done on other occasions, that on the payment of the amount, the property should be reconveyed; that this defendant afterwards tendered to *Strike* the whole amount, so claimed by him, and demanded a reconveyance of the property; but *Strike* refused to comply. And finally, this defendant consents, that the property be sold and the proceeds applied, under the direc-