same, and the Defendant, by cutting the bank of the said stream, diverted the water thereof away from the said mill.

28. That the Defendant having no reasonable or probable cause for believing that the Plaintiff was immediately about to leave Upper Canada with intent and design to defraud the Defendant, maliciously caused the Plaintiff to be arrested and held to bail for £

29. That the Defendant falsely and maliciously spoke and published of the Plaintiff the words following, that is to say, " He is a thief " (*if there be any special damage, here state it, with such reasonable particularity as to give notice to the Defendant of the peculiar injury complained of, as for instance,* whereby the Plaintiff lost his situation as shopman in the employ of N.)

30. That the Defendant falsely and maliciously published of the Plaintiff in a newspaper called the words following, that is to say : " He is a regular prover under bankruptcies, " the Defendant meaning thereby that the Plaintiff had proved, and was in the habit of proving, fictitious debts against the estates of bankrupts, with the knowledge that such debts were fictitious.

COMMENCEMENT OF PLEA.

31. The Defendant by his Attorney (*or* in person) says (*here state the substance of the Plea.*)

32. And for a second Plea the Defendant says (*here state the second Plea.*)

Plea in Actions on Contracts.

33. That he never was indebted as alleged. (N. B.—*This plea is applicable to other declarations like those numbered* 1 *to* 11.)

34. That he did not promise as alleged. (*This plea is applicable to other declarations on simple contracts not on bills or notes, such as those numbered* 16 *to* 19. *It would be objectionable to use* " did not warrant," " did not agree," *or any other appropriate denial.*)

35. That the alleged deed is not his deed.

36. That the alleged cause of action did not accrue within years (*state the period of limitation applicable to the case*) before the suit.

37. That before action he satisfied and discharged the Plaintiff's claim by payment.