

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 *Humilton*, and that the time for so loading has elapsed, yet the Defendant made default in loading the agreed cargo.

20. That the Plaintiff let the Defendant a house, being (*designate it*) for years to hold from the day of A. D. at £ a year, payable quarterly, of which rent quarters are due and unpaid.

21. That the Plaintiff by deed let to the Defendant a house, (*designate it*) to hold for seven years from the day of A. D. and the Defendant by the said deed covenanted with the Plaintiff, well and substantially, to repair the said house during the said terms (*according to the covenant*, yet the said house was during the said term out of good and substantial repair.

FOR WRONGS INDEPENDENT OF CONTRACT.

22. That the Defendant broke and entered certain land of the Plaintiff called lot No. &c., and depastured the same with cattle.

23. That the Defendant assaulted and beat the Plaintiff, gave him into custody to a Constable, and caused him to be imprisoned in the Common Gaol.

24. That the Defendant debauched and carnally knew the Plaintiff's wife.

25. That the Defendant converted to his own use (*or wrongly deprived the Plaintiff of the use and possession of*) the Plaintiff's goods, that is to say—(*mentioning what articles, as for instance, household furniture.*)

26. That the Defendant detained from the Plaintiff his title deeds of land called lot No. &c. in &c. that is to say, (*describe the deeds.*)

27. That the Plaintiff was possessed of a mill, and by reason thereof was entitled to the flow of a stream for working the