

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 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.