





No. 5.

GOODS MADE AT DEFENDANT'S REQUEST, AND NOT ACCEPTED.

(Title.)

A. B., the above-named plaintiff, states as follows :—

1. On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, E. F. agreed with the plaintiff that the plaintiff should make for him [six tables and fifty chairs], and that E. F. should pay for the goods on delivery rupees.
2. The plaintiff made the goods, and on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ offered to deliver them to E. F., and has ever since been ready and willing so to do.
3. E. F. has not accepted the goods or paid for them.

[As in paras. 4 and 5 of Form No. 1, and Relief claimed.]

No. 6.

DEFICIENCY UPON A RE-SALE [GOODS SOLD AT AUCTION].

(Title.)

A. B., the above-named plaintiff, states as follows :—

1. On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, the plaintiff put up at auction sundry [goods], subject to the condition that all goods not paid for and removed by the purchaser within [ten days] after the sale should be re-sold by auction on his account, of which condition the defendant had notice.
2. The defendant purchased [one crate of crockery] at the auction at the price of \_\_\_\_\_ rupees.
3. The plaintiff was ready and willing to deliver the goods to the defendant on the date of the sale and for [ten days] after.
4. The defendant did not take away the goods purchased by him, nor pay for them within [ten days] after the sale, nor afterwards.
5. On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, the plaintiff re-sold the [crate of crockery], on account of the defendant, by public auction, for \_\_\_\_\_ rupees.
6. The expenses attendant upon such re-sale amounted to \_\_\_\_\_ rupees.
7. The defendant has not paid the deficiency thus arising, amounting to \_\_\_\_\_ rupees.

[As in paras. 4 and 5 of Form No. 1, and Relief claimed.]

No. 7.

SERVICES AT A REASONABLE RATE.

(Title.)

A. B., the above-named plaintiff, states as follows :—

1. Between the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, and the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, at \_\_\_\_\_, plaintiff [executed sundry drawings, designs and diagrams] for the defendant, at his request; but no express agreement was made as to the sum to be paid for such services.
2. The services were reasonably worth \_\_\_\_\_ rupees.
3. The defendant has not paid the money.

[As in paras. 4 and 5 of Form No. 1, and Relief claimed.]

No. 8.

SERVICES AND MATERIALS AT A REASONABLE COST.

(Title.)

A. B., the above-named plaintiff, states as follows :—

1. On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, at \_\_\_\_\_, the plaintiff built a house [known as No. \_\_\_\_\_, in \_\_\_\_\_], and furnished the materials therefor, for the defendant, at his request, but no express agreement was made as to the amount to be paid for such work and materials.
2. The work done and materials supplied were reasonably worth \_\_\_\_\_ rupees.
3. The defendant has not paid the money.

[As in paras. 4 and 5 of Form No. 1, and Relief claimed.]

No. 9.

USE AND OCCUPATION.

(Title.)

A. B., the above-named plaintiff, executor of the will of X. Y., deceased, states as follows :—

1. That the defendant occupied the [house No. \_\_\_\_\_, Street \_\_\_\_\_] by permission of the said X. Y., from the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, until the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, and no agreement was made as to the amount to be paid for such use and occupation.

(The First Schedule.—Appendix A.—Pleadings.)

2. That the use of the said premises for the said period was reasonably worth rupees.
3. The defendant has not paid the money.

[As in paras. 4 and 5 of Form No. 1.]

6. The plaintiff as executor of X. Y. claims [Relief claimed].

No. 10.

ON AN AWARD.

(Title.)

A. B., the above-named plaintiff, states as follows :—

1. On the day of 19, the plaintiff and defendant, having a difference between them concerning [a demand of the plaintiff for the price of ten barrels of oil, which the defendant refused to pay], agreed in writing to submit the difference to the arbitration of E. F. and G. H., and the original document is annexed hereto.

2. On the day of 19, the arbitrators awarded that the defendant should [pay the plaintiff rupees].

3. The defendant has not paid the money.

[As in paras. 4 and 5 of Form No. 1, and Relief claimed.]

No. 11.

ON A FOREIGN JUDGMENT.

(Title.)

A. B., the above-named plaintiff, states as follows :—

day of 19, at in the State [or Kingdom], of the Court of that State [or Kingdom], in a suit therein pending between the plaintiff and the defendant, duly adjudged that the defendant should pay to the plaintiff rupees, with interest from the said date.

2. The defendant has not paid the money.

[As in paras. 4 and 5 of Form No. 1, and Relief claimed.]

No. 12.

AGAINST SURETY FOR PAYMENT OF RENT.

(Title.)

A. B., the above-named plaintiff, states as follows :—

1. On the day of 19, E. F. hired from the plaintiff for the term of years, the [house No. Street], at the annual rent of rupees, payable [monthly].

2. The defendant agreed, in consideration of the letting of the premises to E. F., to guarantee the punctual payment of the rent.

3. The rent for the month of 19, amounting to rupees, has not been paid.

[If, by the terms of the agreement, notice is required to be given to the surety, add :—]

4. On the day of 19, the plaintiff gave notice to the defendant of the non-payment of the rent, and demanded payment thereof.

5. The defendant has not paid the same.

[As in paras. 4 and 5 of Form No. 1, and Relief claimed.]

No. 13.

BREACH OF AGREEMENT TO PURCHASE LAND.

(Title.)

A. B., the above-named plaintiff, states as follows :—

1. On the day of 19, the plaintiff and defendant entered into an agreement, and the original document is hereto annexed.

[Or, On the day of 19, the plaintiff and defendant mutually agreed that the plaintiff should sell to the defendant and that the defendant should purchase from the plaintiff forty bighas of land in the village of for rupees].

2. On the day of 19, the plaintiff, being then the absolute owner of the property [and the same being free from all incumbrances as was stated



No. 18.

ON A BOND FOR THE FIDELITY OF A CLERK.

(Title.)

A. B., the above-named plaintiff, states as follows:—

1. On the day of 19 , the plaintiff took E. F. into his employment as a clerk.

2. In consideration thereof on the day of 19 , the defendant agreed with the plaintiff that if E. F. should not faithfully perform his duties as a clerk to the plaintiff, or should fail to account to the plaintiff for all monies, evidences of debt or other property received by him for the use of the plaintiff, the defendant would pay to the plaintiff whatever loss he might sustain by reason thereof, not exceeding rupees.

[Or, 2. In consideration thereof, the defendant by his bond of the same date bound himself to pay the plaintiff the penal sum of rupees, subject to the condition that if E. F. should faithfully perform his duties as clerk and cashier to the plaintiff and should justly account to the plaintiff for all monies, evidences of debt or other property which should be at any time held by him in trust for the plaintiff, the bond should be void.]

[Or, 2. In consideration thereof, on the same date the defendant executed a bond in favour of the plaintiff, and the original document is hereto annexed.]

3. Between the day of 19 and the day of 19 E. F. received money and other property, amounting to the value of rupees, for the use of the plaintiff, for which sum he has not accounted to him, and the same still remains due and unpaid.

[As in paras. 4 and 5 of Form No. 1, and Relief claimed.]

No. 19.

BY TENANT AGAINST LANDLORD, WITH SPECIAL DAMAGE.

(Title.)

A. B., the above-named plaintiff, states as follows:—

1. On the day of 19 , the defendant, by a registered instrument, let to the plaintiff [the house No. , Street] for the term of years, contracting with the plaintiff, that he, the plaintiff, and his legal representatives should quietly enjoy possession thereof for the said term.

2. All conditions were fulfilled and all things happened necessary to entitle the plaintiff to maintain his suit.

3. On the day of during the said term, E. F., who was the lawful owner of the said house, lawfully evicted the plaintiff therefrom, and still withholds the possession thereof from him.

4. The plaintiff was thereby [prevented from continuing the business of a tailor at the said place, was compelled to expend rupees in moving, and lost the custom of G. H. and I. J. by such removal].

[As in paras. 4 and 5 of Form No. 1, and Relief claimed.]

No. 20.

ON AN AGREEMENT OF INDEMNITY.

(Title.)

A. B., the above-named plaintiff, states as follows:—

1. On the day of 19 , the plaintiff and defendant, being partners in trade under the style of A. B. and C. D., dissolved the partnership, and mutually agreed that the defendant should take and keep all the partnership property, pay all debts of the firm and indemnify the plaintiff against all claims that might be made upon him on account of any indebtedness of the firm.

2. The plaintiff duly performed all the conditions of the agreement on his part.

3. On the day of 19 , [a judgment was recovered against the plaintiff and defendant by E. F., in the High Court of Judicature at , upon a debt due from the firm to E. F., and on the day of 19 ,] the plaintiff paid rupees [in satisfaction of the same].

4. The defendant has not paid the same to the plaintiff.

[As in paras. 4 and 5 of Form No. 1, and Relief claimed.]

No. 21.

PROCURING PROPERTY BY FRAUD.

(Title.)

A. B., the above-named plaintiff, states as follows:—

1. On the day of 19 , the defendant, for the purpose of inducing the plaintiff to sell him certain goods, represented to the plaintiff that [he the defendant, was solvent, and

to the defendant, [dry goods] of the value  
 [or, state the particular falsehoods] and were then known by  
 the defendant has not paid for the goods. [Or, if the goods were not delivered]. The plaintiff, in  
 shipping the goods and procuring their restoration, expended \_\_\_\_\_ rupees.  
 [As in paras. 4 and 5 of Form No. 1, and Relief claimed.]

## No. 22.

## FRAUDULENTLY PROCURING CREDIT TO BE GIVEN TO ANOTHER PERSON.

(Title.)

A. B., the above-named plaintiff, states as follows :—

1. On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, the defendant represented to the  
 plaintiff that he was solvent and in good credit, and worth \_\_\_\_\_ rupees over all his liabilities [or,  
 he held a responsible situation and was in good circumstances, and might safely be trusted  
 on his credit].

2. The plaintiff was thereby induced to sell to E. F. [rice] of the value of \_\_\_\_\_ rupees [on  
 account of this credit].

3. The said representations were false and were then known by the defendant to be so, and were  
 made with intent to deceive and defraud the plaintiff [or, to deceive and injure the plaintiff].

4. The defendant did not pay for the said goods at the expiration of the credit aforesaid, or] has not paid for  
 the same, and the plaintiff has wholly lost the same.

[As in paras. 4 and 5 of Form No. 1, and Relief claimed.]

## No. 23.

## POLLUTING THE WATER UNDER THE PLAINTIFF'S LAND.

(Title.)

A. B., the above-named plaintiff, states as follows :—

1. The plaintiff is, and at all the times hereinafter mentioned was, possessed of certain land called  
 \_\_\_\_\_, situate in \_\_\_\_\_, and of a well therein, and of water in the well, and was entitled to the use  
 and benefit of the well and of the water therein, and to have certain springs and streams of water which  
 flowed and ran into the well to supply the same to flow or run without being fouled or polluted.

2. On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, the defendant wrongfully fouled and polluted the  
 well and the water therein and the springs and streams of water which flowed into the well.

3. In consequence the water in the well became impure and unfit for domestic and other necessary  
 purposes, and the plaintiff and his family are deprived of the use and benefit of the well and water.

[As in paras. 4 and 5 of Form No. 1, and Relief claimed.]

## No. 24.

## CARRYING ON A NOXIOUS MANUFACTURE.

(Title.)

A. B., the above-named plaintiff, states as follows :—

1. The plaintiff is, and at all the times hereinafter mentioned was, possessed of certain lands called  
 \_\_\_\_\_, situate in \_\_\_\_\_.

2. Ever since the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, the defendant has wrong-  
 fully caused to issue from certain smelting works carried on by the defendant large quantities of offensive  
 and noxious smoke and other vapours and noxious matter, which spread themselves over and upon  
 the lands, and corrupted the air, and settled on the surface of the lands.

3. By reason whereof the trees, hedges, herbage and crops of the plaintiff growing on the lands were damaged  
 and deteriorated in value, and the cattle and live-stock of the plaintiff on the lands became unhealthy, and  
 many of them were poisoned and died.

4. The plaintiff was unable to graze the lands with cattle and sheep as he otherwise might have  
 done, and was obliged to remove his cattle, sheep and farming-stock therefrom, and has been prevented  
 from having so beneficial and healthy a use and occupation of the lands as he otherwise would have had.

[As in paras. 4 and 5 of Form No. 1, and Relief claimed.]

## No. 25.

## OBSTRUCTING A RIGHT OF WAY.

(Title.)

A. B., the above-named plaintiff, states as follows :—

1. The plaintiff is, and at the time hereinafter mentioned was, possessed of [a house in the village  
 \_\_\_\_\_]

He was entitled to a right of way from the [house] over a certain field to a public highway and again from the highway over the field to the house, for himself and his servants [with vehicles, or on] at all times of the year.

3. On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, defendant wrongfully obstructed said way, so that the plaintiff could not pass [with vehicles, or on foot, or in any manner] along the [and has ever since wrongfully obstructed the same].

4. (State special damage if any.)

[As in paras. 4 and 5 of Form No. 1, and Relief claimed.]

No. 26.

OBSTRUCTING A HIGHWAY.

(Title.)

1. The defendant wrongfully dug a trench and heaped up earth and stones in the public leading from \_\_\_\_\_ to \_\_\_\_\_ so as to obstruct it.

2. Thereby the plaintiff, while lawfully passing along the said highway, fell over the said stones [or into the said trench] and broke his arm, and suffered great pain, and was prevented attending to his business for a long time, and incurred expense for medical attendance.

[As in paras. 4 and 5 of Form No. 1, and Relief claimed.]

No. 27.

DIVERTING A WATER-COURSE.

(Title.)

A. B., the above-named plaintiff, states as follows:—

1. The plaintiff is, and at the time hereinafter mentioned was, possessed of a mill situated on [stream] known as the \_\_\_\_\_, in the village of \_\_\_\_\_, district of \_\_\_\_\_.

2. By reason of such possession the plaintiff was entitled to the flow of the stream for working the mill.

3. On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, the defendant, by cutting the bank of the stream wrongfully diverted the water thereof, so that less water ran into the plaintiff's mill.

4. By reason thereof the plaintiff has been unable to grind more than \_\_\_\_\_ sacks per day whereas, before the said diversion of water, he was able to grind \_\_\_\_\_ sacks per day.

[As in paras. 4 and 5 of Form No. 1, and Relief claimed.]

No. 28.

OBSTRUCTING A RIGHT TO USE WATER FOR IRRIGATION.

(Title.)

A. B., the above-named plaintiff, states as follows:—

1. Plaintiff is, and was at the time hereinafter mentioned, possessed of certain lands situate, etc., and entitled to take and use a portion of the water of a certain stream for irrigating the said lands.

2. On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, the defendant prevented the plaintiff from taking and using the said portion of the said water as aforesaid, by wrongfully obstructing and diverting the said stream.

[As in paras. 4 and 5 of Form No. 1, and Relief claimed.]

No. 29.

INJURIES CAUSED BY NEGLIGENCE ON A RAILROAD.

(Title.)

A. B., the above-named plaintiff, states as follows:—

1. On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, the defendants were common carriers of passengers by railway between \_\_\_\_\_ and \_\_\_\_\_.

2. On that day the plaintiff was a passenger in one of the carriages of the defendants on the said railway.

3. While he was such passenger, at \_\_\_\_\_ [or near the station of \_\_\_\_\_] between the stations of \_\_\_\_\_ and \_\_\_\_\_, a collision occurred on the said railway, caused by the negligence and unskilfulness of the defendants' servants, whereby the plaintiff was much injured [having his leg broken, his head cut, etc., and state the special damage, if any, as], and incurred expense for medical attendance, and is permanently disabled from carrying on his former business as [a salesman].

[As in paras. 4 and 5 of Form No. 1, and Relief claimed.]

[Or thus:—2. On that day the defendants by their servants so negligently and unskilfully drove and managed an engine and a train of carriages attached thereto upon and along the defendants' railway

(The First Schedule.—Appendix A.—Pleadings.)

The plaintiff was then lawfully crossing, that the said engine and train were driven and struck against him whereby, etc., as in para. 3.]

No. 30.

INJURIES CAUSED BY NEGLIGENT DRIVING.

(Title.)

A. B., the above-named plaintiff, states as follows :—

The plaintiff is a shoemaker, carrying on business at \_\_\_\_\_ The defendant \_\_\_\_\_  
 On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the plaintiff was walking southward along Chowringhee, in the City of \_\_\_\_\_, at about 3 o'clock in the afternoon. He was obliged to cross Middleton Street, which is a street running into Chowringhee at right angles. While he was crossing this street, and just before he could reach the foot-pavement on the further side thereof, a carriage of the defendant's, drawn by two horses under the charge and control of the defendant's servants, was negligently, suddenly and without any warning, driven at a rapid and dangerous pace out of Middleton Street into Chowringhee. The pole of the carriage struck the plaintiff and knocked him down, and he was much trampled by the horses.

By the blow and fall and trampling the plaintiff's left arm was broken and he was bruised and injured on the side and back, as well as internally, and in consequence thereof the plaintiff was for four days ill and in suffering, and unable to attend to his business, and incurred heavy medical and other expenses, and sustained great loss of business and profits.

[As in paras. 4 and 5 of Form No. 1, and Relief claimed.]

No. 31.

FOR MALICIOUS PROSECUTION.

(Title.)

A. B., the above-named plaintiff, states as follows :—

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the defendant obtained a warrant of arrest issued by \_\_\_\_\_ [a Magistrate of the \_\_\_\_\_ City, or as the case may be] on a charge of \_\_\_\_\_, and the plaintiff was thereon, and imprisoned for \_\_\_\_\_ [days, or hours, and gave bail in the sum of \_\_\_\_\_ rupees to obtain his release].

In so doing the defendant acted maliciously and without reasonable or probable cause.

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the Magistrate dismissed the complaint of the plaintiff and acquitted the plaintiff.

Many persons, whose names are unknown to the plaintiff, hearing of the arrest, and supposing the plaintiff to be a criminal, have ceased to do business with him; or, in consequence of the said arrest, the plaintiff lost his situation as clerk to one E. F.; or in consequence the plaintiff suffered pain of body and mind, and was prevented from transacting his business, and was injured in his credit, and incurred expenses in obtaining his release from the said imprisonment and in defending himself against the said complaint.

[As in paras. 4 and 5 of Form No. 1, and Relief claimed.]

No. 32.

MOVEABLES WRONGFULLY DETAINED.

(Title.)

A. B., the above-named plaintiff, states as follows :—

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, plaintiff owned [or state facts showing] the goods mentioned in the schedule hereto annexed [or describe the goods], the value of which is \_\_\_\_\_ rupees.

From that day until the commencement of this suit the defendant has detained the same from the plaintiff.

Before the commencement of the suit, to wit on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the plaintiff demanded the same from the defendant, but he refused to deliver them.

[As in paras. 4 and 5 of Form No. 1.]

The plaintiff claims—

- (1) delivery of the said goods, or \_\_\_\_\_ rupees, in case delivery cannot be had;
- (2) \_\_\_\_\_ rupees compensation for the detention thereof.

The Schedule.

No. 33.

AGAINST A FRAUDULENT PURCHASER AND HIS TRANSPEREE WITH NOTICE.

(Title.)

A. B., the above-named plaintiff, states as follows :—

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the defendant C. D. \_\_\_\_\_ with the purpose of inducing the plaintiff to sell him certain goods, represented to the plaintiff that \_\_\_\_\_ [he was solvent, and had \_\_\_\_\_ rupees over all his liabilities].

*The Code of Civil Procedure 1908.*  
*(The First Schedule.—Appendix A.—Pleadings.)*

2. The plaintiff was hereby induced to sell and deliver to C. D., [one hundred boxes of tea], the estimated value of which is \_\_\_\_\_ rupees.

3. The said representations were false, and were then known by C. D. to be so, [or, at the time making the said representations, C. D. was insolvent, and knew himself to be so].

4. C. D. afterwards transferred the said goods to the defendant E. F. without consideration [or without notice of the falsity of the representation].

[As in paras. 4 and 5 of Form No. 1.]

7. The plaintiff claims—

- (1) delivery of the said goods, or \_\_\_\_\_ rupees, in case delivery cannot be had;
- (2) \_\_\_\_\_ rupees compensation for the detention thereof.

No. 34.

RESCISSION OF A CONTRACT ON THE GROUND OF MISTAKE.

(Title.)

A. B., the above-named plaintiff, states as follows:—

1. On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, the defendant represented to the plaintiff that a certain piece of ground belonging to the defendant, situated at \_\_\_\_\_, contained [ten bighas].

2. The plaintiff was thereby induced to purchase the same at the price of \_\_\_\_\_ rupees in the belief that the said representation was true, and signed an agreement, of which the original is hereto annexed. But the land has not been transferred to him.

3. On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ the plaintiff paid the defendant \_\_\_\_\_ rupees as part of the purchase-money.

4. That the said piece of ground contained in fact only [five bighas].

[As in paras. 4 and 5 of Form No. 1.]

7. The plaintiff claims—

- (1) \_\_\_\_\_ rupees, with interest from the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_;
- (2) that the said agreement be delivered up and cancelled.

No. 35.

AN INJUNCTION RESTRAINING WASTE.

(Title.)

A. B., the above-named plaintiff, states as follows:—

1. The plaintiff is the absolute owner of [describe the property].

2. The defendant is in possession of the same under a lease from the plaintiff.

3. The defendant has [cut down a number of valuable trees, and threatens to cut down many more for the purpose of sale] without the consent of the plaintiff.

[As in paras. 4 and 5 of Form No. 1.]

6. The plaintiff claims that the defendant, be restrained by injunction from committing or permitting any further waste on the said premises.

[Pecuniary compensation may also be claimed.]

No. 36.

INJUNCTION RESTRAINING NUISANCE.

(Title.)

A. B., the above-named plaintiff, states as follows:—

No. \_\_\_\_\_, Plaintiff is, and at all the times hereinafter mentioned was, the absolute owner of [the house] Street, Calcutta].

2. The defendant is, and at all the said times was, the absolute owner of [a plot of ground in the same street].

On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, the defendant erected upon his said plot a slaughter-house, and still maintains the same; and from that day until the present time has continually caused cattle to be brought and killed there [and has caused the blood and offal to be thrown into the street opposite the said house of the plaintiff].

4. In consequence the plaintiff has been compelled to abandon the said house, and has been unable to rent the same].

[As in paras. 4 and 5 of Form No. 1.]

The plaintiff claims that the defendant be restrained by injunction from committing or permitting any further nuisance.

No. 37.

PUBLIC NUISANCE.

(Title.)

A. B., the above-named plaintiff, states as follows :—

1. The defendant has wrongly heaped up earth and stones on a public road known as \_\_\_\_\_ so as to obstruct the passage of the public along the same and threatens and intends, unless restrained from so doing, to continue and repeat the said wrongful act.
2. The plaintiff have obtained the consent in writing of the Advocate General [or of the Collector or other officer appointed in this behalf] to the institution of this suit.

[As in paras. 4 and 5 of Form No. 1.]

The plaintiff claims—

- (1) a declaration that the defendant is not entitled to obstruct the passage of the public along the said public road;
- (2) an injunction restraining the defendant from obstructing the passage of the public along the said public road and directing the defendant to remove the earth and stones wrongfully heaped up as aforesaid.

No. 38.

INJUNCTION AGAINST THE DIVERSION OF A WATER-COURSE.

(Title.)

A. B., the above-named plaintiff, states as follows :—

[As in Form No. 27.]

The plaintiff claims that the defendant be restrained by injunction from diverting the water as aforesaid.

No. 39.

RESTORATION OF MOVEABLE PROPERTY THREATENED WITH DESTRUCTION, AND FOR AN INJUNCTION

(Title.)

A. B., the above-named plaintiff, states as follows :—

1. Plaintiff is, and at all times hereinafter mentioned was, the owner of [a portrait of his grand-father which was executed by an eminent painter], and of which no duplicate exists [or, state any facts showing that the property is of a kind that cannot be replaced by money].
2. On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, he deposited the same for safe keeping with the defendant.
3. On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, he demanded the same from the defendant and offered to pay all reasonable charges for the storage of the same.
4. The defendant refuses to deliver the same to the plaintiff and threatens to conceal, dispose of, or injure the same if required to deliver it up.
5. No pecuniary compensation would be an adequate compensation to the plaintiff for the loss of the [painting].

[As in paras. 4 and 5 of Form No. 1.]

6. The plaintiff claims—

- (1) that the defendant be restrained by injunction from disposing of, injuring or concealing the said painting;
- (2) that he be compelled to deliver the same to the plaintiff.

No. 40.

INTERPLEADER.

(Title.)

A. B., the above-named plaintiff, states as follows :—

1. Before the date of the claims hereinafter mentioned G. H. deposited with the plaintiff [describe the property] for [safe-keeping].
2. The defendant C. D. claims the same [under an alleged assignment thereof to him from G. H.].
3. The defendant E. F. also claims the same [under an order of G. H. transferring the same to him].
4. The plaintiff is ignorant of the respective rights of the defendants.
5. He has no claim upon the said property other than for charges and costs, and is ready and willing to pay the same to such persons as the Court shall direct.
6. The suit is not brought by collusion with either of the defendants.

[As in paras. 4 and 5 of Form No. 1.]

The plaintiff claims—

- (1) that the defendants be restrained, by injunction, from taking any proceedings against the plaintiff in relation thereto;
- (2) that they be required to interplead together concerning their claims to the said property;
- (3) that some person be authorized to receive the said property pending such litigation;
- (4) that upon delivering the same to such [person] the plaintiff be discharged from all liability to either of the defendants in relation thereto.

*The Code of Civil Procedure 1908.*  
*(The First Schedule. Appendix A.—Pleadings.)*

No. 41.

ADMINISTRATION BY CREDITOR ON BEHALF OF HIMSELF AND ALL OTHER CREDITORS.

(Title.)

*A. B.*, the above-named plaintiff, states as follows :—

1. *E. F.*, late of \_\_\_\_\_, was at the time of his death, and his estate still is, indebted to the plaintiff in the sum of \_\_\_\_\_ [here insert nature of debt and security, if any].
2. *E. F.* died on or about the \_\_\_\_\_ day of \_\_\_\_\_, By his last will, dated the \_\_\_\_\_ day of \_\_\_\_\_, he appointed *C. D.* his executor [or devised his estate in trust, etc., or died intestate, as the case may be].
3. The will was proved by *C. D.* [or letters of administration were granted, etc.].
4. The defendant has possessed himself of the moveable [and immoveable, or the proceeds of the immoveable] property of *E. F.*, and has not paid the plaintiff his debt.

[As in paras. 4 and 5 of Form No. 1.]

7. The plaintiff claims that an account may be taken of the moveable [and immoveable] property of *E. F.*, deceased, and that the same may be administered under the decree of the Court.

No. 42.

ADMINISTRATION BY SPECIFIC LEGATEE.

(Title.)

[Alter Form No. 41 thus]—

[Omit paragraph 1 and commence paragraph 2] *E. F.*, late of \_\_\_\_\_, died on or about the \_\_\_\_\_ day of \_\_\_\_\_. By his last will, dated the \_\_\_\_\_ day of \_\_\_\_\_, he appointed *C. D.* his executor, and bequeathed to the plaintiff [here state the specific legacy].

For paragraph 4 substitute—

The defendant is in possession of the moveable property of *E. F.*, and, amongst other things, of the said [here name the subject of the specific bequest].

For the commencement of paragraph 7 substitute—

The plaintiff claims that the defendant may be ordered to deliver to him the said [here name the subject of the specific bequest], or that, etc.

No. 43.

ADMINISTRATION BY PECUNIARY LEGATEE.

(Title.)

[Alter Form No. 41 thus]—

[Omit paragraph 1 and substitute for paragraph 2] *E. F.*, late of \_\_\_\_\_, died on or about the \_\_\_\_\_ day of \_\_\_\_\_. By his last will, dated the \_\_\_\_\_ day of \_\_\_\_\_, he appointed *C. D.* his executor, and bequeathed to the plaintiff a legacy of \_\_\_\_\_ rupees.

In paragraph 4 substitute "legacy" for "debt."

Another form.

(Title.)

*E. F.*, the above-named plaintiff, states as follows :—

1. *A. B.* of *K.* in the \_\_\_\_\_ died on the \_\_\_\_\_ day of \_\_\_\_\_. By his last will, dated the \_\_\_\_\_ day of \_\_\_\_\_, he appointed the defendant and *M. N.* [who died in the testator's lifetime] his executors, and bequeathed his property, whether moveable or immoveable, to his executors in trust, to pay the rents and income thereof to the plaintiff for his life; and after his decease, and in default of his having a son who should attain twenty-one, or a daughter who should attain that age or marry, upon trust as to his immoveable property for the person who would be the testator's heir-at-law, and as to his moveable property for the persons who would be the testator's next-of-kin if he had died intestate at the time of the death of the plaintiff, and such failure of his issue as aforesaid.

2. The will was proved by the defendant on the \_\_\_\_\_ day of \_\_\_\_\_. The plaintiff has not been married.

3. The testator was at his death entitled to moveable and immoveable property; the defendant entered into the receipt of the rents of the immoveable property and got in the moveable property; he has sold some part of the immoveable property.

[As in paras. 4 and 5 of Form No. 1.]

6. The plaintiff claims—

- (1) to have the moveable and immoveable property of *A. B.* administered in this Court, and for that purpose to have all proper directions given and accounts taken;
- (2) such further or other relief as the nature of the case may require.

No. 44.

EXECUTION OF TRUSTS.

(Title.)

*A. B.*, the above-named plaintiff, states as follows :—

1. He is one of the trustees under an instrument of settlement bearing date on or about the \_\_\_\_\_ day of \_\_\_\_\_, made upon the marriage of *B. C.* and *C. D.*, the father and mother

the defendant [or an instrument of transfer of the estate and effects of E. F. for the benefit of C. D., the defendant, and the other creditors of E. F.]

2. A. B. has taken upon himself the burden of the said trust, and is in possession of [or of the proceeds of] the moveable and immoveable property transferred by the said instrument.

3. C. D. claims to be entitled to a beneficial interest under the instrument.

[As in paras. 4 and 5 of Form No. 1.]

6. The plaintiff is desirous to account for all the rents and profits of the said immoveable property [and the proceeds of the sale of the said, or of part of the said, immoveable property, or moveable, or the proceeds of the sale of, or of part of, the said moveable property, or the profits accruing to the plaintiff as such trustee in the execution of the said trust]; and he prays that the Court will take the accounts of the said trust, and also that the whole of the said trust estate may be administered in the Court for the benefit of C. D., the defendant, and all other persons who may be interested in such administration, in the presence of C. D., and such other persons so interested as the Court may direct, or that C. D. may show good cause to the contrary.

[N. B.—Where the suit is by a beneficiary, the plaint may be modelled, mutatis mutandis, on the plaint by a legatee.]

No. 45.

FORECLOSURE OR SALE.

(Title.)

A. B., the above-named plaintiff, states as follows :—

1. The plaintiff is mortgagee of lands belonging to the defendant.

2. The following are the particulars of the mortgage :—

(a) (date);

(b) (names of mortgagor and mortgagee);

(c) (sum secured);

(d) (rate of interest);

(e) (property subject to mortgage);

(f) (amount now due);

(g) (if the plaintiff's title is derivative, state shortly the transfers or devolution under which he claims).

(If the plaintiff is mortgagee in possession, add)

3. The plaintiff took possession of the mortgaged property on the \_\_\_\_\_ day of \_\_\_\_\_ and is ready to account as mortgagee in possession from that time.

[As in paras. 4 and 5 of Form No. 1.]

6. The plaintiff claims :—

(1) payment, or in default [sale or] foreclosure [and possession];

[Where Order 34, rule 6, applies.]

(2) in case the proceeds of the sale are found to be insufficient to pay the amount due to the plaintiff, then that liberty be reserved to the plaintiff to apply for a decree for the balance.

No. 46.

REDEMPTION.

(Title.)

A. B., the above-named plaintiff, states as follows :—

1. The plaintiff is mortgagor of lands of which the defendant is mortgagee.

2. The following are the particulars of the mortgage :—

(a) (date);

(b) (names of mortgagor and mortgagee);

(c) (sum secured);

(d) (rate of interest);

(e) (property subject to mortgage);

(f) (if the plaintiff's title is derivative, state shortly the transfers or devolution under which he claims).

(If the defendant is mortgagee in possession, add)

3. The defendant has taken possession [or has received the rents] of the mortgaged property.

[As in paras. 4 and 5 of Form No. 1.]

6. The plaintiff claims to redeem the said property and to have the same reconveyed to him [and to have possession thereof].

No. 47.

SPECIFIC PERFORMANCE (No. 1).

(Title.)

A. B., the above-named plaintiff, states as follows :—

1. By an agreement dated the \_\_\_\_\_ day of \_\_\_\_\_ and signed by the \_\_\_\_\_, he contracted to buy of [or sell to] the plaintiff certain immovable property \_\_\_\_\_ and to pay for the same of \_\_\_\_\_ rupees.

*The Code of Civil Procedure 1908.*  
*(The First Schedule.—Appendix A.—Pleadings.)*

2. The plaintiff has applied to the defendant specifically to perform the agreement on his part, but the defendant has not done so.
3. The plaintiff has been and still is ready and willing specifically to perform the agreement on his part of which the defendant has had notice.

[As in paras. 4 and 5 of Form No. 1.]

6. The plaintiff claims that the Court will order the defendant specifically to perform the agreement and to do all acts necessary to put the plaintiff in full possession of the said property [or to accept transfer and possession of the said property] and to pay the costs of the suit.

No. 48.

SPECIFIC PERFORMANCE (NO. 2).

(Title.)

A. B., the above-named plaintiff, states as follows:—

1. On the                    day of                    19                    , the plaintiff and defendant entered into a agreement, in writing, and the original document is hereto annexed.  
The defendant was absolutely entitled to the immoveable property described in the agreement.
2. On the                    day of                    19                    , the plaintiff tendered                    rupees to the defendant, and demanded a transfer of the said property by a sufficient instrument.
3. On the                    day of                    19                    , the plaintiff again demanded such transfer [or the defendant refused to transfer the same to the plaintiff].
4. The defendant has not executed any instrument of transfer.
5. The plaintiff is still ready and willing to pay the purchase-money of the said property to the defendant.

[As in paras. 4 and 5 of Form No. 1.]

8. The plaintiff claims—

- (1) that the defendant transfers the said property to the plaintiff by a sufficient instrument [following the terms of the agreement];
- (2)                    rupees compensation for withholding the same.

No. 49.

PARTNERSHIP.

(Title.)

A. B., the above-named plaintiff, states as follows:—

1. He and C. D., the defendant, have been for                    years [or months] past carrying on business together under articles of partnership in writing, [or under a deed, or under a verbal agreement].
2. Several disputes and differences have arisen between the plaintiff and defendant as such partners whereby it has become impossible to carry on the business in partnership with advantage to the partners. [Or the defendant has committed the following breaches of the partnership articles:—

- (1)
- (2)
- (3)

]                    [As in paras. 4 and 5 of Form No. 1.]

5. The plaintiff claims—

- (1) dissolution of the partnership ;
- (2) that accounts be taken ;
- (3) that a receiver be appointed.

(N. B.—In suits for the winding-up of any partnership, omit the claim for dissolution ; and instead insert a paragraph stating the facts of the partnership having been dissolved.)

(4) WRITTEN STATEMENTS.

*General defences.*

Denial.

The defendant denies that (set out facts).

The defendant does not admit that (set out facts).

The defendant admits that                    but says that

Protest.

The defendant denies that he is a partner in the defendant firm of

The defendant denies that he contracted with the plaintiff as alleged or at all.

The defendant admits assets but not the plaintiff's claim.

The defendant denies that the plaintiff sold to him the goods mentioned in the plaint or any of them.

The suit is barred by article            or article            of the second schedule to the Indian Limitation Act, 1877.

The Court has no jurisdiction to hear the suit on the ground that (*set forth the grounds*).

On the            day of            a diamond ring was delivered by the defendant to and accepted by the plaintiff in discharge of the alleged cause of action.

The defendant has been adjudged an insolvent.

The plaintiff before the institution of the suit was adjudged an insolvent and the right to sue vested in the receiver.

The defendant was a minor at the time of making the alleged contract.

The defendant as to the whole claim (*or as to Rs.            part of the money claimed, or as the case may be*) has paid into Court Rs.            and says that this sum is enough to satisfy the plaintiff's claim (*or the part aforesaid*).

The performance of the promise alleged was remitted on the            (*date*).

The contract was rescinded by agreement between the plaintiff and defendant.

The plaintiff's claim is barred by the decree in suit (*give the reference*).

The plaintiff is estopped from denying the truth of (*insert statement as to which estoppel is claimed*) because (*here state the facts relied on as creating the estoppel*).

Since the institution of the suit, that is to say, on the            day of            (*set out facts*).

No. 1.

DEFENCE IN SUITS FOR GOODS SOLD AND DELIVERED.

1. The defendant did not order the goods.
2. The goods were not delivered to the defendant.
3. The price was not Rs.

[*or*]

4. } Except as to Rs.           

, same as { 1.  
2.  
3.

5. The defendant [*or A. B., the defendant's agent*] satisfied the claim by payment before suit to the plaintiff [*or to C. D., the plaintiff's agent*] on the            day of            19            .

6. The defendant satisfied the claim by payment after suit to the plaintiff on the            day of            19            .

No. 2.

DEFENCE IN SUITS ON BONDS.

1. The bond is not the defendant's bond.
2. The defendant made payment to the plaintiff on the day according to the condition of the bond.
3. The defendant made payment to the plaintiff after the day named and before suit of the principal and interest mentioned in the bond.

No. 3.

DEFENCE IN SUITS ON GUARANTEES.

1. The principal satisfied the claim by payment before suit.
2. The defendant was released by the plaintiff giving time to the principal debtor in pursuance of a written agreement.

No. 4.

DEFENCE IN ANY SUIT FOR DEBT.

1. As to Rs. 200 of the money claimed, the defendant is entitled to set off for goods sold and delivered to the plaintiff.

Particulars are as follows :—

	Rs.
1007, January 25th . . . . .	150
" February 1st . . . . .	50
Total	200

*The Code of Civil Procedure 1908.*  
*(The First Schedule.—Appendix A.—Pleadings.)*

2. As to the whole [or as to Rs. . . . , part of the money claimed] the defendant made tender before suit of Rs. . . . , and [has] paid the same into Court.

---

No. 5.

DEFENCE IN SUITS FOR INJURIES CAUSED BY NEGLIGENT DRIVING.

1. The defendant denies that the carriage mentioned in the plaint was the defendant's carriage, and that it was under the charge or control of the defendant's servants. The carriage belonged to . . . of . . . Street, Calcutta, livery stable keepers employed by the defendant to supply him with carriages and horses; and the person under whose charge and control the said carriage was was the servant of the said . . .
2. The defendant does not admit that the said carriage was turned out of Middleton Street, either negligently, suddenly or without warning, or at a rapid or dangerous pace.
3. The defendant says the plaintiff might and could, by the exercise of reasonable care and diligence have seen the said carriage approaching him, and avoided any collision with it.
4. The defendant does not admit the statements contained in the third paragraph of the plaint.

---

No. 6.

DEFENCE IN ALL SUITS FOR WRONGS.

1. Denial of the several acts [or matters] complained of.

---

No. 7.

DEFENCE IN SUITS FOR DETENTION OF GOODS.

1. The goods were not the property of the plaintiff.
  2. The goods were detained for a lien to which the defendant was entitled.
- Particulars are as follows :—

1907, May 3rd. To carriage of the goods claimed from Delhi to Calcutta :—  
45 maunds at Rs. 2 per maund . . . . . Rs.

---

No. 8.

DEFENCE IN SUITS FOR INFRINGEMENT OF COPYRIGHT.

1. The plaintiff is not the author [assignee, etc.].
2. The book was not registered.
3. The defendant did not infringe.

---

No. 9.

DEFENCE IN SUITS FOR INFRINGEMENT OF TRADE MARK.

1. The trade mark is not the plaintiff's.
2. The alleged trade mark is not a trade mark.
3. The defendant did not infringe.

---

No. 10.

DEFENCES IN SUITS RELATING TO NUISANCES.

1. The plaintiff's rights are not ancient [or deny his other alleged prescriptive rights].
2. The plaintiff's rights will not be materially interfered with by the defendant's buildings.
3. The defendant's buildings are not in a nuisance.

(The First Schedule.—Appendix A.—Pleadings:)

If the defendant claims the right by prescription or otherwise to do what is complained of, he must and must state the grounds of the claim, i.e., whether by prescription, grant or what.]

The plaintiff has been guilty of laches of which the following are particulars:—

- 1870. Plaintiff's mill began to work.
- 1871. Plaintiff came into possession.
- 1883. First complaint.

As to the plaintiff's claim for damages the defendant will rely on the above grounds of defence, and that the acts complained of have not produced any damage to the plaintiff. [If other grounds are on, they must be stated, e.g., limitation as to past damage.]

No. 11.

DEFENCE TO SUIT FOR FORECLOSURE.

1. The defendant did not execute the mortgage.
2. The mortgage was not transferred to the plaintiff (if more than one transfer is alleged, say which omitted).
3. The suit is barred by article \_\_\_\_\_ of the second schedule to the Indian Limitation Act,
4. The following payments have been made, viz.:—
 

					Rs.
(Insert date.)	_____	...	...	...	1,000
(Insert date.)	_____	...	...	...	500
5. The plaintiff took possession on the \_\_\_\_\_ of \_\_\_\_\_, and has received the rents ever since.
6. That plaintiff released the debt on the \_\_\_\_\_ of \_\_\_\_\_.
7. The defendant transferred all his interest to A. B. by a document, dated \_\_\_\_\_.

No. 12.

DEFENCE TO SUIT FOR REDEMPTION.

1. The plaintiff's right to redeem is barred by article \_\_\_\_\_ of the second schedule to the Indian Limitation Act, 1877.
2. The plaintiff transferred all interest in the property to A. B.
3. The defendant, by a document dated the \_\_\_\_\_ day of \_\_\_\_\_ transferred all his interest in the mortgage-debt and property comprised in the mortgage to A. B.
4. The defendant never took possession of the mortgaged property, or received the rents thereof. (If the defendant admits possession for a time only, he should state the time, and deny possession beyond he admits.)

No. 13.

DEFENCE TO SUIT FOR SPECIFIC PERFORMANCE.

1. The defendant did not enter into the agreement.
2. A. B. was not the agent of the defendant (if alleged by plaintiff).
3. The plaintiff has not performed the following conditions—(Conditions).
4. The defendant did not—(alleged acts of part performance).
5. The plaintiff's title to the property agreed to be sold is not such as the defendant is bound to accept reasons of the following matter—(State why).
6. The agreement is uncertain in the following respects—(State them).
7. (or) The plaintiff has been guilty of delay;
8. (or) The plaintiff has been guilty of fraud (or misrepresentation).
9. (or) The agreement is unfair;
10. (or) The agreement was entered into by mistake.
11. The following are particulars of (7), (8), (9) (10) (or as the case may be).
12. The agreement was rescinded under Conditions of Sale, No. 11 (or by mutual agreement). (In cases where damages are claimed and the defendant disputes his liability to damages, he must deny agreement or the alleged breaches, or show whatever other ground of defence he intends to rely on, e.g., Indian Limitation Act, accord and satisfaction, release, fraud, etc.)

No. 14.

DEFENCE IN ADMINISTRATION SUIT BY PECUNIARY LEGATEE.

1. A. B.'s will contained a charge of debts; he died insolvent; he was entitled at his death to some real property which the defendant sold and which produced the net sum of Rs. \_\_\_\_\_ and the defendant had some other property which the defendant had got in, and which he had sold to the plaintiff.

*The Code of Civil Procedure 1908.*  
(*The First Schedule.—Appendix A.—Pleadings.*)

2. The defendant applied the whole of the said sums and the sum of Rs. \_\_\_\_\_ which the defendant received from rents of the immoveable property in the payment of the funeral and testamentary expenses and some of the debts of the testator.

3. The defendant made up his accounts and sent a copy thereof to the plaintiff on the day of \_\_\_\_\_ 19\_\_\_\_, and offered the plaintiff free access to the vouchers to verify such accounts, but he declined to avail himself of the defendant's offer.

4. The defendant submits that the plaintiff ought to pay the costs of this suit.

No. 15.

PROBATE OF WILL IN SOLEMN FORM.

1. The said will and codicil of the deceased were not duly executed according to the provisions of the Indian Succession Act, 1865 [or of the Hindu Wills Act, 1870].

2. The deceased at the time the said will and codicil respectively purport to have been executed, was not of sound mind, memory and understanding.

3. The execution of the said will and codicil was obtained by the undue influence of the plaintiff [and others acting with him whose names are at present unknown to the defendant].

4. The execution of the said will and codicil was obtained by the fraud of the plaintiff, such fraud, so far as is within the defendant's present knowledge, being [state the nature of the fraud].

5. The deceased at the time of the execution of the said will and codicil did not know and approve of the contents thereof, [or of the contents of the residuary clause in the said will, as the case may be].

6. The deceased made his true last will, dated the 1st January, 1873, and thereby appointed the defendant sole executor thereof.

The defendant claims :—

(1) that the Court will pronounce against the said will and codicil propounded by the plaintiff :

(2) that the Court will decree probate of the will of the deceased, dated the 1st January, 1873, in solemn form of law.

No. 16.

PARTICULARS. (O. 6, r. 5.)

(Title of suit.)

Particulars.

The following are the particulars of (here state the matters in respect of which particulars have been ordered) delivered pursuant to the order of the \_\_\_\_\_ of \_\_\_\_\_

(Here set out the particulars ordered in paragraphs if necessary.)