

APPENDIX.

GENERAL PRECEDENTS AND FORMS.

I.

Agreement for the Purchase and Sale of Landed Property.

Memorandum of an agreement made and entered into at E., on this the day of , between A. B. of E., of the one part, and C. D. also of E., of the other part.

The said A. B. agrees to sell to the said C. D., who agrees to purchase, a certain farm situate at F., in the division of G., and known by the name of , upon the following terms and conditions, viz. :—

1st. That the sum of £ shall be the purchase money or price of the said property.

2nd. That the said purchase money shall be paid by the said purchaser to the said seller, in manner following, that is to say :—The sum of £ to be paid in cash, on the day of , and the balance, namely, the sum of £ , in two equal instalments, payable respectively six and twelve months after the above-mentioned day of , each instalment bearing interest at the rate of per cent. per annum, to be reckoned from the said day of , until the same shall be paid.

3rd. Upon payment of the said sum in cash, on the day of , as aforesaid, by the purchaser, and on his giving security, in manner hereinafter mentioned, for the due payment of the balance of the said purchase

money and interest, transfer of the said property shall be effected according to the laws and usages of this Colony.

4th. The purchaser shall be obliged at the time of the transfer of the property as aforesaid to pass a mortgage bond, specially binding the said property as a mortgage for such part of the purchase money as may then remain due and unpaid, with the interest thereon; and further to accept transfer when called upon by the said seller to do so.

5th. The purchaser shall pay all transfer dues and expense of transfer, together with the costs and charges of the said mortgage bond, and all and every other expense which may be necessarily incurred in completing the said transfer and mortgage.

In witness whereof the said parties hereto have set their hands at E., on the day, month, and year first within written, in the presence of the subscribing witnesses.

As witness :—N. G.
H. J.

A. B.
C. D.

II.

Lease.

[STAMP].

Memorandum of an agreement made and entered into at E., on this the day of , between A. B. of E., of the one part, and C. D. of K., of the other part :—

The said A. B. agrees to let to the said C. D., who agrees to hire a certain dwelling-house and premises, situate in K. street, E., for the space or term of (three) years, commencing on the day of , and ending on the day of , on the following terms and conditions, namely :—

1st. The said lessor agrees to deliver over the said

dwelling-house and premises to the said lessee in a good and substantial state of repair, and that he, the said lessee, shall have the full, free, and undisturbed possession of the same for the space or term aforesaid.

2nd. And the said lessee, upon his part, doth covenant, promise, and agree that he will not sub-let the said dwelling-house and premises, or any portion thereof, nor make any material alterations therein, without the consent of the said lessor, in writing, first had and obtained.

3rd. That he the said lessee shall well and punctually pay, or cause to be paid, all Municipal rates and assessments that may at any time during the said term fall due and owing in respect of the said dwelling-house and premises.

4th. That, at the expiration of the said term of (three) years, or whenever he shall be lawfully called upon so to do, the said lessee shall deliver over the said dwelling-house and premises to the said lessor in the same good order and condition as he shall have received them, reasonable wear and tear thereof only excepted.

5th. That the said lessee shall well and truly pay, or cause to be paid, to the said lessor, at his office in M. street, E., as the rent or hire of the said premises, the sum of £ sterling per month, month by month, as the same shall fall due, the first payment to be made on the day of

6th. And it is further expressly stipulated and agreed between the said parties hereto that, should either of them, at any time, commit any breach of any conditions or clauses herein contained, it shall and may be lawful for the other party, should he so desire it, to declare this agreement to be cancelled, void, and of no effect.

In witness, &c.

III.

Notice to quit by Landlord.

E. (date.)

Sir,—I hereby give you one month's notice (which will expire on the day of next) to quit and deliver up possession of the dwelling-house you now occupy of me as a monthly tenant, situate in M. street, E.

I am, &c.,

To Mr. C. D.

A. B.

IV.

Notice by Tenant.

E. (date.)

Sir,—I hereby give you one month's notice (which will expire on the day of next) that I intend to quit and deliver up possession to you of the dwelling-house I now occupy of you as a monthly tenant, situate in A. street, E.

I am, &c.,

To Mr. A. B.

C. D.

V.

Short Form of Agreement to Let for a Short Period.

We, the undersigned, do agree, the one to let and the other to hire a certain dwelling-house situate in A. street, E., for the term of three months from the day of , at the monthly rental of £ , payable monthly as it shall fall due.

As witness :—E. F.

A. B., Lessor.

G. H.

C. D., Lessee.

VI.

Contract of Service for a Short Term.

Memorandum of an agreement made and entered into at E., on this the day of , between A. B., of E.,

merchant, of the one part, and C. D., of E., groom, of the other part.

The said A. B. agrees to hire the services of the said C. D. in the capacity of a groom, and the said C. D. agrees to give his services in the said capacity for the term of six months, commencing on the day of and ending on the day of

And it is further agreed between the said parties hereto, that the said A. B. shall pay to the said C. D., as such groom as aforesaid, wages at the rate of £ per month, payable monthly as the same shall fall due, the first payment to be made on the day of , and that during the aforesaid term the said A. B. shall find and provide for the said C. D. good and sufficient meat, drink, and lodging.

In witness, &c.

As witness :—E. G.
J. K.

A. B.
C. D.

VII.

Contract of Service entered into before a Magistrate.

BE IT REMEMBERED that on this the day of appeared before me, J. K., Resident Magistrate for the district of E., A. B., farmer, of E., and C. D., who in my presence, and with my concurrence and approval, entered into the following contract of service, that is to say :

The said A. B. agrees to hire the services of the said C. D. in the capacity of a general servant, and the said C. D. agrees to give his services in such capacity for the term of (three) years, commencing on the day of and which will expire on the day of

It is further agreed that the said A. B. shall pay to the said C. D., as such servant as aforesaid, wages after the rate of £ by the month, and that such wages shall be paid on the day of each month ; and shall

also find and provide for the said C. D. good and sufficient board and lodging during the said term.

A. B.

C. D.

The preceding agreement was entered into between the said A. B. and the said C. D. in my presence, on the day, month, and year abovementioned, the same being, as far as I am able to judge, understood by them.

J. K.,

Resident Magistrate.

VIII.

Contract of Apprenticeship of a Minor to a Trade (assisted by Guardian).

Contract of apprenticeship made and entered into at E., this day of , between A. B., of E., carpenter, of the one part, and C. D., a minor, of the age of (fifteen) years, or thereabouts, assisted by his father or legal guardian, F. D., of E., of the other part.

Now, these parties declare to have contracted and agreed each with the other, in manner following, that is to say :—

The said C. D., of his own free will and accord, and with the consent and approbation of his said father, F. D., as testified by his execution of these presents, doth put, place, and bind himself to the said A. B., to learn his trade of a carpenter for the full term or period of (five) years, commencing on the day of and which will expire on the day of

And the said C. D. doth hereby covenant, promise, and agree, that during the aforesaid period he shall and will faithfully and honestly serve him, the said A. B., and those whom he may put in authority over him, and shall not spend nor waste any of the moneys, goods,

or effects of the said A. B., with which he shall at any time be entrusted.

That he will keep the secrets of the said A. B., and that he will not do any hurt or knowingly suffer it to be done by others, to the said A. B. That he will always work during the usual and accustomed hours of the trade, and will not absent himself from the service of the said A. B. during the said period, without his consent first had and obtained, and shall and will also, in all matters and things, conduct and demean himself as a good, true, sober, faithful, and industrious apprentice ought to do.

And the said A. B., in consideration of the services so to be performed by the said C. D. as aforesaid, doth hereby, for himself, his heirs, executors, or assigns, covenant, promise, and agree that he shall and will, during the said period of (five) years, teach and instruct, or cause to be taught and instructed, the said C. D. in the trade of a carpenter, and all other branches relating thereto; and also shall and will, during the said period, find and provide for the said C. D. good and sufficient meat and drink, washing, lodging, and medical attendance and medicine in case of sickness.

And it is hereby further agreed that the said A. B., his heirs, executors, administrators, and assigns, shall and will well and truly pay, or cause to be paid, to the said C. D. wages at the rate of £ per week for the first year, £ per week for the second year, £ per week for the third year, and £ per week for the fourth and fifth years respectively, such payments to be made weekly as the same shall fall due, the first payment to be made on the day of

For the due performance of all and every the covenants and agreements herein contained, the said parties bind themselves each to the other, their persons and property of every description according to law.

In witness whereof the said parties hereto have set

their hands, at E., on the day, month, and year first above mentioned, in the presence of the subscribing witnesses.

As witness :—J. K.

A. B.

L. M.

C. D.

Assisted by me,

F. D.

IX.

Contract of Apprenticeship of Destitute Child.

District of E.

This contract of apprenticeship of C. D., son of J. D. deceased, a destitute child, witnesseth that J. K., Resident Magistrate for the district of E., pursuant to Act No. 15 of 1856, in that case made and provided, does by these presents apprentice the said C. D., aged (10) years or thereabouts, to E. F., of E., general dealer, with him to dwell and serve as an apprentice, until he shall have arrived at the age of 18 years, during all which time the said apprentice shall faithfully and honestly serve and obey his master; and the said E. F., for himself, his heirs, and executors, does hereby covenant and agree with the said J. K., for and on behalf of the said C. D., that he the said E. F. shall teach and instruct, or cause to be taught and instructed, the said C. D. in the occupation of a domestic servant, in the best manner that he can during the said term, and shall also duly provide, or cause due provision to be made, for the education and religious instruction of the said C. D., to the best of his ability, and shall, during the said term, provide the said apprentice with suitable and sufficient food, washing, and lodging, and all other things necessary and fit for such apprentice, and shall also pay as wages to the said apprentice the sum of £ per month for the first year, the sum of £ per month for the second year, the sum of £ per month for the third year, the sum of £ per month for the fourth year, the sum of £ per month for the fifth

and remaining year of the said term respectively, to be paid monthly as the same shall fall due; and also the said E. F. shall not assign or transfer the said apprentice to any other person during the said term, without the consent in writing, first had and obtained, of the Magistrate, or other proper officer having power and authority to give such consent.

In witness whereof, we, the said J. K. and E. F., have set our hands at E., on this the day of 186
in presence of the subscribing witnesses.

J. K.,
Resident Magistrate.

E. F.

As witness:—L. M.
N. O.

X.

SUMMONS.—I. ON A LIQUID DOCUMENT.

1.—*Holder against Maker of Promissory Note.*

Summon C. D., of E., that he appear, &c., to show why he hath not paid to A. B. of H., the sum of £ , with interest from the (date of note falling due), which the said plaintiff complains that he owes him upon and by virtue of a certain overdue promissory note, made and signed by the said defendant, dated at E., the day of , and payable (three) months thereafter to the said plaintiff or his order, which sum the said defendant neglects and refuses to pay. Wherefore the said plaintiff prays that he may be adjudged to pay the same with interest as aforesaid and costs of suit.

2.—*Maker and Endorsers.*

Summon C. D. of E., and F. G. of H., the one paying the other to be absolved; that they appear, &c., to show why they have not paid to A. B. of H., the sum of £ , with interest from (the date of note falling due),

which the said plaintiff complains that they owe him upon and by virtue of a certain overdue promissory note, made and signed by the said C. D., dated at E., the day of , and payable (three) months thereafter to the said F. G., or his order, and by him endorsed, which sum the said defendant, &c.

3.—*Drawer of a Bill of Exchange.*

Upon and by virtue of a certain dishonoured draft or bill of exchange, drawn and signed by the said defendant, dated at E., the day of , and payable (three) months thereafter to the said plaintiff or his order, which sum, &c.

4.—*Acceptor of a Bill of Exchange.*

Upon and by virtue of a certain overdue draft or bill of exchange, drawn by one J. K. on the said defendant, and by him accepted, dated at E., the day of , and payable (ten days) thereafter, which sum, &c.

5.—*Maker of a Good-for.*

Upon and by virtue of a certain good for, made and signed by the said defendant, on the day of , and payable on demand to the said plaintiff or his order, which sum, &c.

6.—*Drawer of a Cheque.*

Upon and by virtue of a certain dishonoured banker's check drawn by the said defendant on the day of , upon the Cape Town Bank in favour of the said defendant, or order; which sum, &c.

7.—*On an Acknowledgment of Debt.*

Upon and by virtue of a certain acknowledgment, in writing, of a debt due by the said defendant to the said plaintiff, and made and signed by the said defendant on the day of , which sum, &c.

8.—*On a Lease.*

Upon and by virtue of a certain agreement of lease entered into on the day of , whereby the said defendant promised and undertook to pay to the plaintiff on the day of , and on the day of , the sum of £ , for and in respect of the occupation by the said defendant from the said plaintiff of a certain dwelling-house and premises situate in Smith-street, Cape Town, which said sums remain unpaid, and which the said plaintiff prays, &c.

II.—ILLIQUID CASES.

I. CONTRACT DEBTS.

9.—*Goods Sold and Delivered.*

For goods sold and delivered by the said plaintiff to the said defendant, at his special instance and request, in the month of , as per account hereunto annexed, which sum the said defendant neglects and refuses to pay, wherefore the said plaintiff prays that he may be adjudged to pay the same, with costs of suit.

10.—*Wages as Servant.*

For months' wages, due and payable by the said defendant to the said plaintiff, for work and labour performed by him, the said plaintiff, as the servant of the said defendant, in the months of , at the rate of £ per month, as per account hereunto annexed; which sum, &c.

11.—*Wages in lieu of Notice.*

For one month's wages due and payable by the said defendant to the said plaintiff, as a monthly servant, for and by reason that the said defendant did on the day of , dismiss from his service the said plaintiff without reasonable or just cause, and without notice, as by law required; which sum, &c.

12.—*Rent.*

For months' rent, due and payable by the said defendant to the said plaintiff, for and in respect of the occupation by him, the said defendant, in the months of , and of a certain dwelling-house and premises, situate in Smith-street, E., the property of the said plaintiff, as per account hereunto annexed ; which sum, &c.

13.—*Rent in lieu of Notice.*

For one month's rent, due and payable by the said defendant to the said plaintiff, for and by reason that the said defendant did, on the day of , quit and give up possession, without due notice, of a certain dwelling-house and premises, situate in Main-street, E., held by him, the said defendant, from the said plaintiff, at a monthly rental of £ , which sum, &c.

14.—*Money Lent.*

For money duly lent and advanced by the said plaintiff to the said defendant, at his special instance and request, at various times between the month of and , as per account hereunto annexed ; which sum, &c.

15.—*Work and Labour.*

For the work and labour of the said plaintiff, performed for and on behalf of the said defendant, at his special instance and request, in the month of as per account hereunto annexed ; which sum, &c.

16.—*Work and Labour and Materials.*

For the work and labour of the said plaintiff, and materials by him found and provided, for and on behalf of the said plaintiff, at his special instance and request, in the month of , as per account hereunto annexed ; which sum, &c.

17.—*Board and Lodging.*

For weeks' board and lodging, and meat and drink, found and provided by the said plaintiff for and on behalf of the said defendant, at the rate of £ per week, and at his special instance and request, in the month of , as per account hereunto annexed ; which sum, &c.

18.—*Money had and received.*

For money had and received by the said defendant, on behalf and to the use of the said plaintiff, in the month of , as per account hereunto annexed ; which sum, &c.

19.—*Money paid at Defendant's request.*

For money paid by the said plaintiff, for and on behalf of the said defendant, at his special instance and request, in the month of , as per account hereunto annexed ; which sum, &c.

20.—*Carriage of Goods.*

For the work and labour of the said plaintiff in and about the carriage of certain goods from E. to F., for and on behalf of the said defendant, in the month of and at the rate of per 100 lbs., as per account hereunto annexed ; which sum, &c.

21.—*Witness' Expenses.*

For money due and payable by the said defendant to the said plaintiff as witness' expenses, in respect of the attendance at Court of the said plaintiff, at the special instance and request of the said defendant, on the day of , as a witness in a certain cause wherein the said defendant was plaintiff and one J. K. defendant, as per account hereunto annexed ; which sum, &c.

22.—*Guarantee.*

For money due and payable by the said defendant to the said plaintiff, upon and by virtue of a certain guarantee given by the defendant to the plaintiff, that provided that he, the said plaintiff, would supply E. F. with goods on credit to the amount of £ , he (the defendant) would be answerable to the plaintiff for the same; and in consideration of which said guarantee the said plaintiff did accordingly supply the said E. F. with goods to the amount of £ and upwards, as per account hereunto annexed, on credit, which said credit has elapsed, and which said sum the said E. F. and the said defendant neglect and refuse to pay. Wherefore, &c.

23.—*Support of Illegitimate Child.*

For money due and payable by the said defendant to the said plaintiff, for the maintenance and support of an illegitimate child born to the said plaintiff on the day of , and of which the said defendant is the father, during the month of , at the rate of per week, and for the costs and charges defrayed by the said plaintiff in and about her delivery of the said child, as per account hereunto annexed; which sum, &c.

24.—*Illegal Impounding to Recover Fees.*

For money due to the said plaintiff by the said defendant, for and by reason that the said defendant did, on the day of , wrongfully and unlawfully cause to be impounded certain (five) head of cattle, the property of the said plaintiff, whereby and by reason of which wrongful and unlawful impounding, the said plaintiff hath been compelled to pay certain pound fees to the amount of £ , as per account hereunto annexed; which said sum, &c.

25.—*Hire of a Horse.*

For money due and payable to the said plaintiff by

the said defendant, for and in respect of the use or hire of a certain horse, let or hired by the said plaintiff to the said defendant, at his special instance and request, in the month of , as per account hereunto annexed ; which sum, &c.

II. RECOVERY OF PROPERTY.

26.—*Property Wrongfully Acquired.*

Summon C. D., &c., &c., that he appear, &c., &c., to answer A. B. of E., in an action to recover possession of certain property ; and thereupon the said plaintiff complains, and says that heretofore, to wit, on or about the day of , the said defendant did possess himself of a certain cart of the value of £ or thereabouts, which he unjustly detains from him, the said plaintiff, and, although often so demanded, refuses to restore the same to the said plaintiff ; wherefore, the said plaintiff prays that the said defendant may be adjudged to restore to him the said cart forthwith, or pay the value thereof as aforesaid, with costs of suit.

27.—*Property Deposited.*

To answer A. B. of E. in an action to recover possession of certain property ; and thereupon the said plaintiff complains and says that heretofore, to wit, on the day of , he, the said plaintiff, left and deposited with the defendant, to be safely kept for the said plaintiff, until he should have occasion for it, a certain gun of the value of £ or thereabouts ; and the said plaintiff further says that the said defendant, although often so demanded, neglects and refuses to restore the same to him ; wherefore the said plaintiff prays, &c.

28.—*Property Hired.*

To answer A. B. of E., in an action to recover certain property and pay the hire thereof. And thereupon the said plaintiff complains and says that heretofore, to wit,

on or about the day of , he, the said plaintiff, let to hire, for the space of seven days, to the said defendant, at his special instance and request, a certain horse of the value of £ or thereabouts, at the rate of (ten shillings) per day. And the plaintiff further saith that, although the said space of seven days has fully elapsed, and although he has demanded from the said defendant the restoration of the said horse, together with the sum of £ , being for the hire thereof, and a further sum of £ , being for the detention of the said horse from the expiration of the said term of seven days to this date, at the rate of (seven) shillings per day, yet the said defendant wholly neglects and refuses either to restore the same or to pay the hire and for the detention thereof. Wherefore the plaintiff prays that the said defendant may be adjudged to restore to the plaintiff the said horse, or pay him the value thereof as aforesaid, and further to pay him the said sums respectively of £ and £ , being for the hire and detention of the said horse, with costs of suit.

29.—*Delivery of Goods purchased, and Damages.*

To answer A. B. of E., in an action to compel the specific performance of a contract. And thereupon the said plaintiff complains and says, that heretofore, to wit, on the day of , he, the said plaintiff, purchased and bought of the said defendant, certain merchandize, to wit, four chests of tea, at the rate of thirty shillings per chest, to be by the said defendant delivered to him on the day of . And the said plaintiff further saith that the said defendant, although often so demanded, neglects and refuses to deliver to him the said merchandize, by reason of which neglect and refusal on the part of the said defendant, he, the said plaintiff, has suffered damage to the amount of £ sterling. Wherefore he prays that the said defendant may be adjudged to deliver to him forthwith

the said merchandize, and to pay him the said sum of £ as his damages as aforesaid, with costs of suit.

30.—*Delivery of Goods with tender of Payment.*

To answer A. B. of E., in an action to compel the specific performance of a contract. And thereupon the said plaintiff complains and says that heretofore, to wit, on or about the day of , he, the said plaintiff, purchased and bought of the said defendant, who bargained and sold to him a certain ox for the sum of £ sterling, to be by the said defendant to him delivered on payment for the same. And the plaintiff further saith that he hath tendered and offered, and hereby tenders and offers to pay to the said defendant the said sum of £ , and required delivery of the said ox, yet the said defendant neglects and refuses to deliver the same to him, thereby causing damage to him of the sum of £ . Wherefore the said plaintiff prays that the said defendant may be adjudged to deliver to him the said ox forthwith, or to pay him the said sum of £ as his damages as aforesaid, together with costs of suit.

31.—*Property deposited for labour to be bestowed on it, with tender.*

To answer A. B. of E., in an action for the recovery of certain property. And thereupon the plaintiff complains and says that heretofore, to wit, on or about the day of , he, the said plaintiff, left and deposited with the said defendant, for the purpose of the bestowal of the said defendant's work and labour upon it, a certain cart of the value of £ , or thereabouts. And the said plaintiff further says that, although he has tendered and offered, and hereby tenders and offers, to pay to the said defendant any reasonable sum or sums of money as the said defendant may require for his

labour as aforesaid, and although he has often demanded the restoration of the said cart, yet the defendant neglects and refuses so to do. Wherefore the said plaintiff prays that the said defendant may be adjudged to restore to him the said cart forthwith, or pay the value thereof, with costs of suit.

III. DAMAGES.

32.—*Assault.*

Summon C. D. of E., that he appear, &c., then and there to answer A. B. of E., in an action of assault. And thereupon the said plaintiff complains and says that heretofore, to wit, on the day of , the said defendant did wrongfully and unlawfully assault and beat the said plaintiff with a stick on the head and other parts of the body, thereby causing damage to him, the said plaintiff, to the amount of £ sterling, wherefore the said plaintiff prays that the said defendant may be adjudged to pay to him the said sum of £ as his damages as aforesaid, and costs of suit.

33.—*False Imprisonment.*

To answer A. B. of E., in an action of false imprisonment. And thereupon the said plaintiff complains and says that heretofore, to wit, on the day of , the said defendant did wrongfully, and without sufficient cause, give into the charge of a constable the said plaintiff, and cause him to be imprisoned in the common gaol of E., and there to be detained against his will for the space of hours, whereby and by reason of such false imprisonment as aforesaid, the said plaintiff has suffered damage to the amount of £ sterling, and prays that the said defendant may be adjudged, &c.

34.—*Slander.*

To answer A. B. of E., in an action of slander. And thereupon the said plaintiff complains and

says that heretofore, to wit, on the day of , and at E. aforesaid, the said defendant did falsely and maliciously, in the presence and hearing of J. K. and L. M., and divers others, speak and publish of and concerning the said plaintiff the following false and slanderous words, namely:—"He" (meaning thereby the said plaintiff) "is a rogue and a thief." Whereby and by reason of such slander as aforesaid, the said plaintiff has suffered damage to the amount of £ sterling, and prays, &c.

35.—*Libel.*

To answer A. B. of E., in an action of libel. And thereupon the said plaintiff complains and says that heretofore, to wit, on the day of , the said defendant did falsely and maliciously print and publish at E. aforesaid, of the said plaintiff in a public newspaper called the *Assegai*, the following words, namely:—"He" (meaning thereby the said plaintiff) "is a thief and a common swindler." Whereby and by reason of which said libel, the said plaintiff has suffered damage to the amount of £ sterling; wherefore he prays, &c.

36.—*Breach of Contract.*

To answer A. B. of E., in an action of breach of contract. And thereupon the said plaintiff complains and says that heretofore, to wit, on or about the day of , the said defendant did contract and agree with the said plaintiff to build a wall of certain specified dimensions, and upon certain considerations, for and on account of the said plaintiff, and to commence the building of the same on a certain day, namely, the day of . And the plaintiff further says that although the said day has elapsed, and although the said plaintiff is, and was at all times, ready and willing to perform all the stipulations and conditions by him agreed to be performed in the premises, yet the defendant

neglects and wholly refuses to commence the work aforesaid. Whereby and by reason of such refusal the said plaintiff has sustained damage to the amount of £ sterling ; wherefore he prays, &c.

37.—*Trespass.*

To answer A. B. of E., in an action of trespass. And thereupon the said plaintiff complains and says that heretofore, to wit, on or about the day of , certain cattle of the defendant, to wit, ten exen, did enter upon and trespass on a certain enclosed garden, the property or in the occupation of the said plaintiff, and break down and destroy the fence thereof, together with a quantity of vegetables and trees therein growing, to the damage of the said plaintiff to the amount of £ sterling ; wherefore he prays, &c.

38.—*Injury to Property.*

To answer A. B. of E. in an action for damages. And thereupon the said plaintiff complains and says that heretofore, to wit, on the day of , the said defendant did wilfully and maliciously break down and destroy a certain door of a dwelling-house then in the possession or occupation of the said plaintiff, thereby causing damage to the said plaintiff to the amount of £ sterling ; wherefore he prays, &c.

39.—*Illegal Impounding.*

To answer A. B. of E. in an action of illegal impounding. And thereupon the said plaintiff complains and says that heretofore, to wit, on the day of , the said defendant did wrongfully and unlawfully impound, or cause to be impounded, certain (ten) head of cattle, the property of the said plaintiff, and kept the same impounded for the space of (ten) days, to the damage of the said plaintiff to the amount of £ sterling ; wherefore he prays, &c.

40.—*Damage to a Horse.*

To answer A. B. of E., in an action of damages. And thereupon the said plaintiff complains and says that heretofore, to wit, on the day of , he, the said plaintiff, let to hire to the said defendant, a certain horse of the value of £ or thereabouts, upon the condition that he should take due care thereof. And the said plaintiff further says that the said defendant, although he has duly restored the said horse, and to the plaintiff paid the hire of the said horse, yet he, well knowing the premises, and neglecting his duty in that behalf, did furiously ride the said horse, and neglected to take due care thereof, thereby causing damage to the said plaintiff to the amount of £ ; wherefore he prays, &c.
