

APPENDIX A

PLEADINGS

(1) Titles of Suits

IN THE COURT OF

A.B. (add description and residence)..... Plaintiff

against

C.D. (add description and residence) Defendant

(2) Description of parties in particular Cases

¹[The Union of India or the State of....., as the case may be.]

The Advocate General of _____

The Collector of _____

The State of _____

The A. B. Company, Limited having its registered office at.

A. B., a public officer of the C. D. Company.

A. B. (add description and residence), , on behalf of himself and all other creditors of C. D. late of (add description and residence).

A. B. (add description and residence), , on behalf of himself and all other holders of debentures issued 1317 the.....Company limited.

The Official Receiver.

A. B. a minor (add description and residence), by C. D. [or by the Court of Wards], his next friend. _____

A. B. (add description and residence), , a person of unsound mind [or of weak mind], by. C. D. his next friend. _____

A. B. a firm carrying on business in partnership at

A. (add description and residence), , by his constituted attorney C. D. (add description and residence).

A. B. (add description and residence), , Shebait of Thakur.

A. B. (add description and residence), , executor of C. D. deceased.

A. B. (add description and residence), , heir of C. D. deceased.

1. Subs. by the A. O. 1950, for "The Secretary of State or the Federation of India or the Province of....., as the case may be".

(3) *Plaints*

No. 1

MONEY LENT

(Title)

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

1. On the.....day of.....20....., he lent the defendantrupees repayable on the.....day of.....
2. The defendant has not paid the same, except.....rupees paid on the.....day of.....20.....

[If the plaintiff claims exemption from any law of limitation, say: —]

3. The plaintiff was a minor [or insane] from the.....day of..... till the.....day of.....
4. [Facts showing when the cause of action arose and that the Court has jurisdiction.]
5. The Value of the subject-matter of the suit for the purpose of jurisdiction isrupees and for the purpose of court-fees is.....rupees.
6. The plaintiff claims.....rupees, with interest at.....per cent. from the.....day of/20.....

No. 2

MONEY OVERPAID

(Title)

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

1. On the.....day of.....20....., the plaintiff agreed to buy and the defendant agreed to sell.....bars of silver at.....annas per tola of fine silver.
2. The plaintiff procured the said bars to be assayed by *E.F.*, who was paid by the defendant for such assay, and *E.F.* declared each of the bars to contain 1,500 tolas of fine silver, and the plaintiff accordingly the defendant..... rupees.
3. Each of the said bars contained only 1,200 tolas of fine silver, of which fact the plaintiff was ignorant when he made the payment.
4. The defendant has not repaid the sum so overpaid.

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

No. 3

GOODS SOLD AT A FIXED PRICE AND DELIVERED

(Title)

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

1. On the.....day of.....20....., *E.F.* sold and delivered to the defendant [one hundred barrels of flour, or the goods mentioned in the schedule hereto annexed. or sundry goods.]
2. The defendant promised to pay..... rupees for the said goods on delivery [or on the..... day of.....some day before the plaint was filed].
3. He has not paid the same. _____
4. *E. F.* died on the.....day of.....20.....By his last will he appointed his brother, the plaintiff.
his executor.

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

7. The plaintiff as executor of *E.F.* claims [Relief Claimed].

No. 4

GOODS SOLD AT A REASONABLE PRICE AND DELIVERED

(Title)

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

1. On the.....day of.....20....., plaintiff sold and delivered to the defendant [sundry articles of house-furniture], but no express agreement was made as to the price.
2. The goods were reasonably worthrupees.
3. The defendant has not paid the money.

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

No. 5

GOODS MADE AT DEPENDANT'S REQUEST, AND NOT ACCEPTED

(Title)

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

1. On the.....day of.....20....., 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.....20....., 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.....20....., 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 defenant 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.....20....., 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.....20..... , and the..... day of.....
.....20.....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.....20.....,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 XY, from the.....day of.....20..... , until the day of.....20....., and no agreement was made as to payment for the use of the said premises.
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.]

4. The plaintiff as executor of X 1, claims [*relief claimed*].

No. 10

ON AN AWARD

(Title)

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

1. On the.....day of.....20...., 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.....20....., 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:—

1. On the.....day of.....20....., 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.....20..., 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 gurantee the punctual payment of the rent.

3. The rent for the month of20....., 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.....20....., 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.....20....., the plaintiff and defendant entered into an agreement, and the Original document is hereto annexed.

[Or, on the.....day of.....20....., the plaintiff and defendant mutually agreed that the plaintiff should sell to the defendant and that the defendant should purchase from the plaintiff forty big has of land in the village of.....for..... rupees.]

2. On the..... day of.....20....., the plaintiff, being then the absolute owner of the property [and the same being free from all incumbrances, as was made to appear to the defendant], tendered to the defendant a sufficient instrument of transfer of the same [or, was ready and willing, and is still ready and willing, and offered, to transfer the same to the defendant by a sufficient instrument] on the payment by the defendant of the money agreed upon.

3. The defendant has not paid the money.

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

No. 14

NOT DELIVERING GOODS SOLD

(Title)

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

1. On the.....day of.....20....., the plaintiff and defendant mutually agreed that the defendant should deliver [one hundred barrels of flour] to the plaintiff on the.....day of.....20....., and that the plaintiff should pay there for..... rupees on delivery.

2. On the [said] day the plaintiff was ready and willing, and offered, to pay the defendant the said sum upon delivery of the goods.

3. The defendant has not delivered the goods, and the plaintiff has been deprived of the profits which would have accrued to him from such delivery.

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

No. 15

WRONGFUL DISMISSAL

(Title)

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

1. On the.....day of.....20....., the plaintiff and defendant mutually agreed that the plaintiff should serve the defendant as [an accountant, or in the capacity of foreman, or as the case may be], and that the defendant should employ the plaintiff as such for the term of [one year] and pay him for his services.....rupees [monthly].

2. On the.....day of.....20....., the plaintiff entered upon the service of the defendant and has ever since been, and still is, ready and willing to continue in such service during the remainder of the said year whereof the defendant always has had notice.

3. On the.....day of.....20....., the defendant wrongfully discharged the plaintiff, and refused to permit him to serve as aforesaid, or to pay him for his services.

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

No. 16

BREACH OF CONTRACT TO SERVE

(Title)

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

1. On the.....day of.....20....., the plaintiff and defendant mutually agreed that the plaintiff should employ the defendant at as [annual] salary of.....rupees, and that the defendant should serve the plaintiff as [an artist] for the term of [one year].

2. The plaintiff has always been ready and willing to perform his part of the agreement [and on the day of.....20....., offered so to do].

3. The defendant (entered upon) the service of the plaintiff on the above-mentioned day, but afterwards, on the.....day of.....20....., he refused to serve the plaintiff as aforesaid.

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

No. 17

AGAINST A BUILDER FOR DEFECTIVE WORKMANSHIP

(Title)

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

1. On the.....day of.....20....., the plaintiff and defendant entered into an agreement, and the original document is hereto annexed. [*Or state the tenor of the contract.*]

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

3. The defendant [built the house referred to in the agreement in a bad and unworkman like manner].

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

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.....20....., the plaintiff took *E.F.* into his employment as a clerk.

2. In consideration thereof, on the.....day of.....20....., the defendant agreed with 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, subjects 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.*]

[*On 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.....20.....and the.....day of20....., *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.....20....., 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 this suit.

3. On the.....day of.....20....., 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.I* 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.....20....., 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.....20....., [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.....20.....] 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 of20....., the defendant, for the purpose of including the plaintiff to sell him certain goods, represented to the plaintiff that [he, the defendant, was solvent, and worth.....rupees over all his liabilities].

2. The plaintiff was thereby induced to, sell [and deliver] to the defendant, [dry goods] of the value of.....rupees.

3. The said representations were false [*or state the particular falsehoods*] and were then known by the defendant to be so.

4. The defendant has not paid for the goods, [*Or, if the goods were not delivered.*] The plaintiff, in preparing and shipping the goods and procuring their restoration, expendedrupees.

[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.....20....., the defendant, represented to the plaintiff that E.F., was solvent and in good credit, and worth rupees over all his liabilities [or that E.F. then held a responsible situation and was in good circumstances, and might safely be trusted with goods on credit].

2. The plaintiff was thereby induced to sell to E.F., (rice) of the value of..... rupees [on.....months credit].

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

4. E.F. [did not pay for the said goods at the expiration of the credit aforesaid, *or*] has not paid for the said rice, 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 lands called and 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/20....., 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...../20....., the defendant has wrongfully caused to issue from certain smelting works carried on by the defendant large quantities of offensive and unwholesome smoke and other vapours and noxious matter, which spread themselves over and upon the said lands, and corrupted the air, and settled on the surface of the lands.

3. Thereby the trees, hedges, herbage and crops of the plaintiff growing on the lands were damaged and deteriorated in value, and the cattle and live-stocks 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 of].

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

3. On the.....day of.....20....., defendant wrongfully obstructed the said way, so that the plaintiff could not pass [with vehicles, or on foot, or in any manner] along the way [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 highway leading from.....to..... so as to obstruct it.

2. Thereby the plaintiff, while lawfully passing along the said highway, fell over the said earth and stones, [*or into the said trench*] and broke his arm, and suffered great pain, and was prevented from 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 a [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.....20....., 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. The plaintiff is, and was at the times hereinafter mentioned was, 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.....20....., 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.....20....., 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..... or between the stations of and.....], a collision occurred on the said railway caused by the negligence and unskillfulness of state the special damage, if any, as], and 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 unskillfully drove and managed an engine and a train of carriages attached thereto upon and along the defendant's railway which the plaintiff was then lawfully crossing that the said engine and train were driven and struck against the plaintiff, whereby, etc., as in para. 3].

No. 30

INJURIES CAUSED IN NEGLIGENT DRIVING

(Title)

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

1. The plaintiff is a shoemaker, carrying on business at he defendant is a merchant of

2. On the day of20....., the plaintiff was walking southward along Chowringhee, in the City of Calcutta, 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 turned 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.

3. 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 months 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:—

1. On the day of20....., the defendant obtained a warrant of arrest from [a Magistrate of the said city, *or as the case may be*] on a charge of, and the plaintiff was arrested thereon, and imprisoned for [days, *or* hours, and gave bail in the sum of rupees to obtain his release].

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

3. On the day of20....., the Magistrate dismissed the complaint of the defendant and acquitted the plaintiff.

4. 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 transacting his business, and was injured in his credit, and incurred expense 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

MOVABLES WRONGFULLY DETAINED

(Title)

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

1. On the day of20....., plaintiff owned [*or state facts showing a right to the possession*] the goods mentioned in the schedule hereto annexed [*or describe the goods,*] the estimated value of which is rupees.

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

3. Before the commencement of the suit, to wit, on the day of.....20, the plaintiff demanded the same from the defendant, but he refused to deliver them.

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

6. 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. 33

AGAINST A FRAUDULENT PURCHASER AND HIS TRANSFEREE WITH NOTICE

(Title)

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

1. On the day of20....., the defendant C.D., for the purpose of including the plaintiff to sell him certain goods, represented to the plaintiff that [he was solvent, and worth rupees over all his liabilities].

2. The plaintiff was thereby 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 of 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 who had notice of the falsity of the representation].

5. [Facts showing when the cause of action arose and that the Court has jurisdiction.]

6. The value of the subject-matter of the suit for the purpose of jurisdiction is rupees and for the purpose of court-fees is rupees.

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 of20....., the defendant represented to the plaintiff that a certain piece of ground belonging to the defendant, situated at, contained [ten big has].

2. The plaintiff was thereby induced to purchase the same at the price ofrupees 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 of20....., the plaintiff paid the defendant rupees as part of the purchase money.

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

5. [Facts showing when the cause of action arose and that the Court has jurisdiction.]

6. The value of the subject-matter of the suit for the purpose of jurisdiction is..... rupees and for the purpose of court-fees is..... rupees.

7. The plaintiff claims—

(1)rupees, with interest from the..... day of..... 20..... .

(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.
4. [*Facts showing when the cause of action arose and that the Court has jurisdiction.*]
5. The value of the subject-matter of the suit for the purpose of jurisdiction is rupees and for the purpose of court-fees is rupees.
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:—

1. Plaintiff is, and at all the times hereinafter mentioned was, the absolute owner of [the house No.....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.....]
3. On the.....day of.....20....., 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.]
5. [*Facts showing when the cause of action arose and that the Court has jurisdiction.*]
6. The value of the subject-matter of the suit for the purpose of jurisdiction is rupees and for the purpose of court-fees is.....rupees.
7. 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.....Street at.....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.

¹[*2. The plaintiff has obtained the leave of the Court for the institution of this suit.

*Not applicable where suit is instituted by the Advocate-General.]

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

5. The plaintiff claims—

(1) a declaration that the defendant is not entitled to obstruct the passage of the public along the said 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 MOVABLE 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 grandfather 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.....20....., he deposited the same for the safe-keeping with the defendant.

3. On the.....day of.....20....., 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, cut 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.]

8. 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.

1. Subs. by Act 104 of 1976, s. 93, for paragraph 2 (w.e.f. 1-2-1977).

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. 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 deliver it 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.]

9. 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 authorised 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.

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 movable [and immovable], or the proceeds of the immovable 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 movable [and immovable] 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 movable 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 CD. 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 movable or immovable, 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 immovable property for the person who would be the testator's heir-at-law, and as to his movable 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 movable and immovable property; the defendant entered into the receipt of the rents of the immovable property and got in the movable property; he has sold some part of the immovable property

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

6. The plaintiff claims—

(1) to have a movable and immovable property of A. B. administered in this Court, and for that purpose to have all proper directions given and account; 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 *E.E.* and *G.H.*, the father and mother of 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 movable and immovable 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 immovable property [and the proceeds of the sale of the said, *or* of part of the said, immovable property, *or* movable, *or* the proceeds of the sale of, *or* of part of, the said movable property, *or* the profits occurring 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 theday of..... and is ready to account as mortgagee in possession from that time.

[*As in paras. 4 and 5 of Form No. 11*]

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 for¹[*an order for the balance*].

1. Subs. by Act 104 of 1976 s. 93, for “a decree for the balance” (w.e.f. 1-2-1977).

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]. ¹[together with *mesne* profits].

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 defendant, he contracted to buy of [or sell to] the plaintiff certain immovable property therein described and deferred to, for the sum of..... rupees.
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 a transfer and possession of the said property] and to pay the costs of the suit.

1. Ins. by Act 104 of 1976, s. 93 (w.e.f. 1-2-1977).

No. 48

SPECIFIC PERFORMANCE (No. 2)

(Title)

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

1. On the.....day of.....20....., the plaintiff and defendant entered into an agreement, in writing, and the original document is hereto annexed.

The defendant was absolutely entitled to the immovable property described in the agreement.

2. On the.....day of.....20....., the plaintiff tendered rupees to the defendant, and demanded a transfer of the said property by a sufficient instrument.

3. On the.....day of.....20....., 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. I.]

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 whereby and defendant as such partners whereby it has become impossible to carry on the business with advantage to the partners, [or the defendant has committed the following breaches of the in partnership articles:—

(1)

(2)

(3)

.]

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

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 fact 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.....

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

Protest—The defendant denies that he made the contract alleged or any contract with the plaintiff.

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

The defendant admits assets but not the plaintiffs claim.

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

Limitation—The suit is barred by article.....or article.....of the Second Schedule to the Indian¹ Limitation Act, 1877 (15 of 1877).

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

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

Insolvency—The defendant has been adjudged an insolvent.

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

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

Payment into Court—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*).

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

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

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

Estoppel—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*).

Ground of defence subsequent to institution of suit—Since the institution of this that is to say, on the..... day of..... (*set out facts*).

1. See now the Limitation Act, 1973 (36 of 1973).

No. 1

DEFENCE IN SUITS FOR GOODS SOLIAND 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.
5.]				2.
6.]				3.

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

8. 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 binding agreement.

No. 4

DEFENCE IN ANY SUITS FOR DEBT

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

Particulars are as follows :	Rs.
1907 January 25th.150
„ February 1st	50
Total	200

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 carries 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 savant 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 the plaint.

No. 6

DEFENCE IN ALL SUITS FOR WRONGS

1. Denial of the several acts [*for matters*] complained of.

No. 7

DEFENCE IN ALL SUITS FOR DETENTION OF GOODS

1. The goods were not the property of the plaintiff.

2. The good 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. 90

No. 8

DEFENCE IN SUITS FOR INFRINGEMENT OF COPYRIGHT

1. The plaintiff is not 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

DEFENCE IN SUITS RELATING TO NUISANCES

1. The plaintiff's lights are not ancient [*or deny his other alleged prescriptive rights*]
2. The plaintiff's lights will not be materially interfered with by the defendant's buildings.
3. The defendant denies that he or his servants pollute the water [*or do what is complained of*].

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

4. 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.

5. As to the plaintiff's claim for damages the defendant will rely on the above grounds of defence, and says that the acts complain of have not produced any damage to the plaintiff [*If other grounds are relied 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 is denied*).

3. The suit is barred by articles.....of the Second Schedule to the Indian Limitation Act, 1877 (15 of 1877).

4. The following payment have been made viz, :—

(Insert date)— Rs. 1,000

(Insert date)— Rs. 500

5. The plaintiff took possession on the.....ofand has received the rents ever since.

6. The plaintiff released the debt on theof.....

7. The defendant transferred all his interest to A. B. by a document dated.

1. See now the Limitation Act, 1963 (36 of 1963).

No. 12

DEFENCE TO SUIT FOR REDEMPTION

1. The plaintiff's right to redeem is barred by article.....of the Second Schedule to the ¹Indian Limitation Act 1877 (15 of 1877).

2. The plaintiff transferred all interest in the property to A. B.

3. The defendant, by a document dated the.....day oftransferred 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 what 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 by reason 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 the agreement Or the alleged breaches, or show whatever other ground of defence he intends to rely on, e.g., the ¹Indian Limitation Act, accord and satisfaction, release, fraud, etc.)

1. See now the Limitation Act, 1963 (36 of 1963).

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 immovable property which the defendant sold and which produced the net sum of Rs....., and the testator had some movable property which the defendant got in, and which produced the net sum of Rs.....

2. The defendant applied the whole of the said sums and the sum of Rs..... which the defendant received from rents of the immovable 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.....20....., and offered to 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 cost 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, 1865¹ (10 of 1865) [*or of the Hindu Wills Act, 1870¹ (21 of 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 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.

1. See now the Indian Succession Act, 1925 (39 of 1925).

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).