

A.D. 1875.

2. At the time of the commencement of this action the said vessel was under arrest of this Court.

3. About the month of February 1868 the said vessel was lying in the Port of London, in need of repairs, and of being equipped and supplied with certain other necessities.

4. By the order of Messrs. K. L., who were duly authorised, the plaintiffs equipped and repaired the said vessel as she needed, and provided the vessel with necessities, and there is now due to the plaintiffs for such necessary repairing and equipping, and other necessities, the sum of 305*l.* 3*s.*, together with interest thereon from the 19th day of February 1868.

The plaintiffs claim :—

1. Judgment for the said sum of 305*l.* 3*s.*, with such interest thereon as aforesaid until judgment :
2. The condemnation of the ship and the defendant and his bail therein and in the costs of this suit :
3. Such further relief as the nature of the case requires.

[Title].

Statement of Defence.

1. By an instrument of mortgage, in the form and recorded as prescribed by the Merchant Shipping Act, 1854, bearing date the 9th of March 1867, and executed by C. M., blacksmith, D. F., master mariner, and W. H., farmer, all of Weymouth, in the county of Digby, in Nova Scotia, the registered owners of 64/64ths parts or shares in the vessel, the said C. M., D. F., and W. H. mortgaged 64/64ths parts or shares in the vessel, of which the said D. F. was also master, to G. T., of Nova Scotia, in consideration of the sum of 5,000 dollars advanced by him to the said owners, and for the purpose of securing the repayment by them to him of the said sum with interest thereon.

Defence.

2. By an instrument of transfer, dated the 16th of July 1868, in the form prescribed by the said Act, and executed by G. T., in consideration of the sum of 5,000 dollars to G. T. paid by the defendant, G. T. transferred to the defendant the mortgage security.

3. The said sum of 5,000 dollars, with interest thereon, still remains due on the said security.

4. The vessel was not under the arrest of this Court at the time of the commencement of this action

5. The vessel did not need to be equipped or repaired as in the fourth paragraph of the plaintiffs claim mentioned, and she did not at the time of the supply of the articles referred to in the said fourth paragraph as "necessaries" stand in need of such articles. On the contrary, the said vessel could have gone to sea and proceeded on and prosecuted her voyage without such equipments, repairs, and articles referred to as aforesaid, and such equipments, repairs, and other articles were done and effected and supplied for the purpose of reclassing the said vessel, and not for any other purpose ;

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and the claim of the plaintiffs is not a claim for necessities within the meaning of the Admiralty Court Act, 1861, s. 5.

6. The alleged necessities were not supplied on the credit of the said vessel, but upon the personal credit of J. B., who was the broker for the vessel, and upon the agreement that the plaintiffs were not to have recourse to the vessel.

7. The defendant did not, nor did G. T., in any way order, authorise, or become liable for, and neither of them is in any way liable in respect of the said alleged supplies or any part thereof, and the said vessel was at the time of the commencement of this action and she still is of a less value than the amount which, irrespective of the sums referred to in the next article of this answer, is due to the defendant on the said mortgage security.

8. The defendant, in order to save the vessel from being sold by this Court at the instance of certain of her mariners having liens on the said vessel for their wages, has been compelled to pay the said wages, and he claims, if necessary, to be entitled to stand in the place of such mariners, or to add the amounts so paid by him for wages to the amount secured by the said mortgage, and to have priority in respect thereof over the claim of the plaintiffs.

[Title.]

Reply.

Reply.

1. The plaintiffs admit that 64/64th shares in the said ship the "Two Ellens" were on or about the 9th day of March 1867, mortgaged by the said C. M., D. F., and W. H., all of Weymouth, in the county of Digby, Nova Scotia, to the said G. T.

2. Save as afore-mentioned, all the several averments in the said Answer contained are respectively untrue.

3. If there was or is any such instrument of transfer as is mentioned in the second article of the said Answer, the same has never been registered according to the provisions of the Merchant Shipping Act, 1854.

4. The said G. T. has never been domiciled in or resided in the United Kingdom, and is now resident in Nova Scotia, and the registered owners of the said vessel in the first paragraph of the said Defence mentioned were always and are domiciled in Nova Scotia, and resident out of the United Kingdom.

[Title.]

Rejoinder.

Rejoinder.

The defendant joins issue upon the third and fourth paragraphs of the Reply.

No. 13.

A.D. 1875.

187 . B. No.

FALSE
IMPRISON-
MENT.

In the High Court of Justice,
Division.

Writ issued 3rd August 1876.

Between *A.B.* - - - - Plaintiff,
and
E.F. - - - - Defendant.

Statement of Claim.

1. The plaintiff is a journeyman painter. The defendant is a builder, Claim.
having his building yard, and carrying on business at and
for six months before and up to the 22nd August 187 the plaintiff was in
the defendant's employment as a journeyman painter.

2. On the said 22nd August 187 , the plaintiff came to work as usual
in the defendant's yard, at about six o'clock in the morning.

3. A few minutes after the plaintiff had so come to work the defendant's
foreman *X.Y.*, who was then in the yard, called the plaintiff to him, and
accused the plaintiff of having on the previous day stolen a quantity of paint,
the property of the defendant, from the yard. The plaintiff denied the
charge, but *X.Y.* gave the plaintiff into the custody of a constable, whom
he had previously sent for, upon a charge of stealing paint.

4. The defendant was present at the time when the plaintiff was given
into custody, and authorised and assented to his being so given into custody;
and in any case *X.Y.*, in giving him into custody, was acting within the scope
and in the course of his employment as the defendant's foreman, and for the
purposes of the defendant's business.

5. The plaintiff upon being so given into custody, was taken by the said
constable a considerable distance through various streets, on foot, to the
police station, and he was there detained in a cell till late in the same after-
noon, when he was taken to the police court, and the charge against
him was heard before the magistrate then sitting there, and was dismissed.

6. In consequence of being so given into custody, the plaintiff suffered
annoyance and disgrace, and loss of time and wages, and loss of credit and
reputation, and was thereby unable to obtain any employment or earn any
wages for three months.

The plaintiff claims *l.* damages.

The plaintiff proposes that this action should be tried in Middlesex.

[Title.]

Statement of Defence.

1. The defendant denies that he was present at the time when the Defence.
plaintiff was given into custody, or that he in any way authorised or
assented to his being given into custody. And the said *X.Y.*, in giving the

2. At some time about five or six o'clock on the _____ being the evening before the plaintiff was given into custody, a large quantity of paint had been feloniously stolen by some person or persons from a shed upon the defendant's yard and premises.

3. At about 5.30 o'clock on the evening of the plaintiff, who had left off work about half an hour previously, was seen coming out of the shed when no one else was in it, although his work lay in a distant part of the yard from and he had no business in or near the shed. He was then seen to go to the back of a stack of timber in another part of the yard. Shortly afterwards the paint was found to have been stolen, and it was found concealed at the back of the stack of timber behind which the plaintiff had been seen to go.

4. On the following morning, before the plaintiff was given into custody, he was asked by X.Y. what he had been in the shed and behind the stack of timber for, and he denied having been in either place. X.Y. had reasonable and probable cause for suspecting, and did suspect that the plaintiff was the person who had stolen the paint, and thereupon gave him into custody.

Reply.

Reply. The plaintiff joins issue upon the defendant's statement of defence.

1876. W. No. 672.

In the High Court of Justice,
Chancery Division.

[Name of Judge.]

Writ issued [

Between R. W.

and

O. S. and J. B.

Plaintiff;

Defendants.

Statement of Claim.

1. By an indenture dated the 25th of March 1867, made between the defendant O. S. of the one part, and the plaintiff of the other part, the defendant O. S., in consideration of the sum of 10,000*l.* paid to him by the plaintiff, conveyed to the plaintiff and his heirs a farm containing 398 acres, situate in the parish of B., in the county of D., with all the coal mines, seams of coal, and other mines and minerals in and under the same, subject to a proviso for redemption of the same premises on payment by the defendant O. S., his heirs, executors, administrators, or assigns, to the plaintiff, his executors, administrators, or assigns, of the sum of 10,000*l.*, with interest for

the same in the meantime at the rate of 4*l.* per cent. per annum, on the 25th day of September then next. A.D. 1875

2. By an indenture dated the 1st day of April 1867, made between the defendant O. S. of the one part, and the defendant J. B. of the other part, the defendant O. S. conveyed to the defendant J. B. and his heirs the hereditaments comprised in the herein-before stated security of the plaintiff, or some parts thereof, subject to the plaintiff's said security, and subject to a proviso for redemption of the same premises on payment by the defendant O. S., his heirs, executors, administrators, or assigns, to the defendant J. B., his executors, administrators, or assigns, of the sum of 15,000*l.*, with interest for the same in the meantime at the rate of 5*l.* per cent. per annum.

3. The whole of the said sum of 10,000*l.*, with an arrear of interest thereon, remains due to the plaintiff on his said security.

The plaintiff claims as follows:—

1. That an account may be taken of what is due to the plaintiff for principal money and interest on his said security, and that the defendants may be decreed to pay to the plaintiff what shall be found due to him on taking such account, together with his costs of this action, by a day to be appointed by the court, the plaintiff being ready and willing, and hereby offering, upon being paid his principal money, interest, and costs, at such appointed time, to convey the said mortgaged premises as the court shall direct.
2. That in default of such payment the defendants may be foreclosed of the equity of redemption in the mortgaged premises.
3. Such further or other relief as the nature of the case may require.

1876. W. 672.

In the High Court of Justice,
Chancery Division.

[*Name of Judge.*]

Between R. W.	-	-	-	-	-	Plaintiff,
						and
O. S. and J. B.	-	-	-	-	-	Defendants,
						(by original action,)
And between the said O. S.	-	-	-	-	-	Plaintiff,
						and
The said R. W. and J. B., and J. W.	-	-	-	-	-	Defendants,
						(by counter-claim.)

The Defence and Counter-claim of the above-named O. S.

1. This defendant does not admit that the contents of the indenture of the 25th day of March 1867, in the plaintiff's statement of complaint mentioned, are correctly stated therein. Defence.

A.D. 1875.

2. The indenture of the 1st day of April 1867, in the statement of claim mentioned, was not a security for the sum of 15,000*l.* and interest at 5*l.* per cent. per annum, but for the sum of 14,000*l.* only, with interest at the rate of 4*l.* 10*s.* per cent. per annum.

3. This defendant submits that under the circumstances in his counter-claim mentioned, the said indentures of the 25th day of March 1867 and the 1st day of April 1867, did not create any effectual security upon the mines and minerals in and under the lands in the same indentures comprised, and that the same mines and minerals ought to be treated as excepted out of the said securities.

Counter-
claim.

And by way of counter-claim this defendant states as follows:—

1. At the time of the execution of the indenture next herein-after stated, J. C. A. was seised in fee simple in possession of the lands described in the said indentures, and the mines and minerals in and under the same.
2. By indenture dated the 24th of March 1860, made between the said J. C. A. of the first part, E. his wife, then E. S., spinster, of the second part, and this defendant and the above-named J. W. of the third part, being a settlement made in contemplation of the marriage, shortly after solemnized, between the said J. C. A. and his said wife, the said J. C. A. granted to this defendant and the said J. W., and their heirs, all the coal mines, beds of coal, and other the mines and minerals under the said lands, with such powers and privileges as in the now-stating indenture mentioned, for the purpose of winning, working, and getting the same mines and minerals, to hold the same premises to this defendant and the said J. W. and their heirs to the use of the said J. C. A., his heirs and assigns, till the solemnization of the said marriage, and after the solemnization thereof to the use of this defendant and the said J. W., their executors and administrators, for the term of 500 years, from the day of the date of the now-stating indenture, upon the trusts therein mentioned, being trusts for the benefit of the said J. C. A., and his wife and the children of their marriage, and from and after the expiration or other determination of the said term of 500 years, and in the meantime subject thereto, to the use of the said J. C. A., his heirs and assigns for ever.
3. By indenture dated the 12th of May 1860, made between the said J. C. A. of the one part, and W. N. of the other part, the said J. C. A. granted to the said W. N. and his heirs the said lands, except the coal mines, beds of coal, and other mines and minerals thereunder, to hold the same premises unto and to the use of the said W. N., his heirs and assigns for ever, by way of mortgage, for securing the payment to the said W. N., his executors,

administrators, or assigns, of the sum of 26,000*l.*, with interest as therein mentioned. A.D. 1875.

4. On the 14th of January 1864, the said J. C. A. was adjudicated a bankrupt, and shortly afterwards J. L. was appointed creditor's assignee of his estate.
5. Some time after the said bankruptcy, the said W. N., under a power of sale in his said mortgage deed, contracted with this defendant for the absolute sale to this defendant of the property comprised in his said security for an estate in fee simple in possession, free from incumbrances, for the sum of 26,000*l.*, and the said J. L., as such assignee as aforesaid, agreed to join in the conveyance to this defendant for the purpose of signifying his assent to such sale.
6. By indenture dated the 1st of September 1866, made between the said W. N. of the first part, the said J. L. of the second part, the said J. C. A. of the third part, and this defendant of the fourth part, reciting the said agreement for sale, and reciting that the said J. L., being satisfied that the said sum of 26,000*l.* was a proper price, had, with the sanction of the Court of Bankruptcy, agreed to confirm the said sale, it was witnessed that in consideration of the sum of 26,000*l.*, with the privity and approbation of the said J. L. paid by this defendant to the said W. N., he the said W. N. granted, and the said J. C. A. ratified and confirmed to this defendant and his heirs, all the hereditaments comprised in the said security of the 12th day of May 1860, with their rights, members, and appurtenances, and all the estate, right, title, and interest of them, the said W. N. and J. C. A. therein, to hold the same premises unto and to the use of this defendant, his heirs and assigns for ever.
7. The sale to this defendant was not intended to include anything not included in the security of the 12th of May 1860, and the said J. L. only concurred therein to signify his approval of the said sale, and did not purport to convey any estate vested in him; and the lastly herein-before stated indenture did not vest in this defendant any estate in the said mines and minerals.
8. The plaintiff and the defendant J. B. respectively had before they advanced to this defendant the moneys lent by them on their securities in the plaintiff's claim mentioned, full notice that the mines and minerals under the said lands did not belong to this defendant. This fact appeared on the abstracts of title delivered to them before the preparation of their said securities. A valuation of the property made by a surveyor was furnished to them respectively on behalf of this defendant before they agreed to advance their money on their said securities; but although the said lands are in a mineral district, the mines and minerals were omitted

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—

from such valuation, and they respectively knew at the time of taking their said securities that the same did not include any interest in the mines and minerals.

9. At the time when the securities of the plaintiff and the defendant J. B. were respectively executed, the plaintiff and the defendant J. B. respectively had notice of the said indenture of settlement of the 24th day of March 1860.
10. At the time when the plaintiff's security was executed, the mines and minerals under the said lands, with such powers and privileges as aforesaid, were vested in this defendant and the said J. W. for the residue of the said term of 500 years, and subject to the said term, the inheritance in the same mines, minerals, powers, and privileges was vested in the said J. L. as such assignee as aforesaid.
11. The said security to the plaintiff was by mistake framed so as to purport to include the mines and minerals under the said lands, and by virtue thereof the legal estate in moiety of the said mines and minerals became and now is vested in the plaintiff for the residue of the said term of 500 years.

The defendant O. S. claims as follows:

1. That it may be declared that neither the plaintiff nor the defendant J. B. has any charge or lien upon that one undivided moiety, which in manner aforesaid became vested in the plaintiff for the residue of the said term of 500 years, of and in the mines and minerals in and under the lands mentioned in the plaintiff's said security.
2. That it may be declared that the said mines and minerals, rights and, privileges, which by the said indenture of settlement were vested in the defendant O. S. and the said J. W. for the said term of 500 years, upon trust as therein mentioned, ought to be so conveyed and assured as that the same may become vested in the defendant O. S. and the said J. W. for all the residue of the said term upon the trusts of the said settlement.
3. That the said R. W. and J. W. may be decreed to execute all such assurances as may be necessary for giving effect to the declaration secondly herein-before prayed.
4. To have such further or other relief as the nature of the case may require.

1876. W. 672. A.D. 1875.

In the High Court of Justice,
Chancery Division.

[*Name of Judge.*]

Between R. W.	-	-	-	-	-	Plaintiff,
					and	
O. S. and J. B.	-	-	-	-	-	Defendants,
					(by original action,)	
And between the said O. S.	-	-	-	-	-	Plaintiff,
					and	
The said R. W., and J. B., and J. W.	-	-	-	-	-	Defendants,
					(by counter-claim.)	

The Reply of the Plaintiff R. W.

1. The plaintiff joins issue with the defendants upon their several defences, Reply. and in reply to the statements alleged by the defendant O. S., by way of counter-claim, the plaintiff says as follows :

1. The plaintiff does not admit the execution of any such indenture as is stated in the said counter-claim to bear date the 24th of March 1860.
2. The plaintiff does not admit that the indenture of the 12th of May 1860 is stated correctly in the statement of claim.
3. When the defendant O. S., in the year 1866, applied to the plaintiff to advance him the sum of 10,000*l.*, he offered to the plaintiff as a security the lands which were afterwards comprised in the indenture of the 25th of March 1867, including the mines and minerals which he now alleges were not to form part of the security, and the plaintiff agreed to lend the said sum upon the security of the said lands, including such mines and minerals. During the negotiation for the said loan a valuation of the property to be included in the mortgage was delivered to the plaintiff on behalf of the said defendant. Such valuation included the mines and minerals; and the plaintiff consented to make the loan on the faith of such valuation. The plaintiff did not know when he took his security that it did not include any interest in the said mines and minerals; on the contrary, he believed that the entirety of such mines and minerals was to be included therein.
4. The plaintiff does not admit the contents of the indenture of the 1st of September 1866 to be as alleged, or that it was so framed as not to include the said mines and minerals, or that it was not intended to include anything not included in the security of the 12th of May 1860, or that J. L. in the counter-claim named only concurred therein to signify his approval of the said sale, and did not purport to convey any estate vested in him.

A.D. 1875.

5. Save so far as the plaintiff's solicitor may have had notice by means of the abstract of title that the mines and minerals under the said lands did not belong to the defendant O. S., the plaintiff had not any notice thereof, and he does not admit that it appeared from the abstract of title that such was the case. The mines were not omitted from any valuation delivered to the plaintiff as mentioned in the counter-claim.
6. The plaintiff admits that when he took his security he was aware that there was indorsed on the deed by which the said lands were conveyed by J. C. A. in the counter-claim named a notice of a settlement of 24th March 1860, but he had no further or other notice thereof, and though his solicitor inquired after such settlement none was ever produced.
7. The plaintiff submits that if it shall appear that no further interest in the said mines and minerals was conveyed to him by his said security than one undivided moiety of a term of 500 years therein, as alleged by the said counter-claim, such interest is effectually included in the plaintiff's said security, and that he is entitled to foreclose the same.

No. 15.

187 . B. No.

FRAUD. In the High Court of Justice,
Division.

Writ issued 3rd August 1876.

Between A.B. - - - - - Plaintiff,
and
E.F. - - - - - Defendant.

Statement of Claim.

- Claim. 1. In or about March 1875 the defendant caused to be inserted in the Daily Telegraph Newspaper an advertisement, in which he offered for sale the lease, fixtures, fittings, goodwill, and stock-in-trade of a baker's shop and business, and described the same as an increasing business, and doing 12 sacks a week. The advertisement directed application for particulars to be made to X.Y.
2. The plaintiff having seen the advertisement applied to X.Y., who placed him in communication with the defendant, and negotiations ensued between the plaintiff and the defendant for the sale to the plaintiff of the defendant's bakery at with the lease, fixtures, fittings, stock-in-trade, and goodwill.

A.D. 1875.

3. In the course of these negotiations the defendant repeatedly stated to the plaintiff that the business was a steadily increasing business, and that it was a business of more than 12 sacks a week.

4. On the 5th of April 1875 the plaintiff, believing the said statements of the defendant to be true, agreed to purchase the said premises from the defendant for 500*l.*, and paid to him a deposit of 200*l.* in respect of the purchase.

5. On the 15th April the purchase was completed, an assignment of the lease executed, and the balance of the purchase money paid. On the same day the plaintiff entered into possession.

6. The plaintiff soon afterwards discovered that at the time of the negotiations for the said purchase by him and of the said agreement, and of the completion thereof, the said business was and had long been a declining business; and at each of those times, and for a long time before, it had never been a business of more than 8 sacks a week. And the said premises were not of the value of 500*l.*, or of any saleable value whatever.

7. The defendant made the false representations herein-before mentioned well knowing them to be false, and fraudulently, with the intention of inducing the plaintiff to make the said purchase on the faith of them.

The plaintiff claims

l. damages.

[Title.]

Statement of Defence.

1. The defendant says that at the time when he made the representations mentioned in the third paragraph of the statement of claim and throughout the whole of the transactions between the plaintiff and defendant, and down to the completion of the purchase and the relinquishment by the defendant of the said shop and business to the plaintiff, the said business was an increasing business, and was a business of over 12 sacks a week. And the defendant denies the allegations of the sixth paragraph of the statement of claim.

Defence.

2. The defendant repeatedly during the negotiations told the plaintiff that he must not act upon any statement or representation of his, but must ascertain for himself the extent and value of the said business. And the defendant handed to the plaintiff for this purpose the whole of his books, showing fully and truthfully all the details of the said business, and from which the nature, extent, and value thereof could be fully seen, and those books were examined for that purpose by the plaintiff, and by an accountant on his behalf. And the plaintiff made the purchase in reliance upon his own judgment, and the result of his own inquiries and investigations, and not upon any statement or representation whatever of the defendant.

[Title.]

Reply.

The plaintiff joins issue upon the defendant's statement of defence.

Reply.

A.D. 1875.

No. 16.

187 . B. No.

GUARANTEE. In the High Court of Justice,
Division.

Writ issued 3rd August 1876.

Between *A.B.* and *C.D.* - - - - - Plaintiffs,
and
E.F. and *G.H.* - - - - - Defendants.

Statement of Claim.

Claim.

1. The plaintiffs are brewers, carrying on their business at under the firm of *X.Y. & Co.*
2. In the month of March 1872, *M.N.* was desirous of entering into the employment of the plaintiffs as a traveller and collector, and it was agreed between the plaintiffs and the defendants and *M.N.*, that the plaintiffs should employ *M.N.* upon the defendant entering into the guarantee herein-after mentioned.
3. An agreement in writing was accordingly made and entered into, on or about the 30th March 1872, between the plaintiffs and the defendant, whereby in consideration that the plaintiffs would employ *M.N.* as their collector the defendant agreed that he would be answerable for the due accounting by *M.N.* to the plaintiffs for and the due payment over by him to the plaintiffs of all moneys which he should receive on their behalf as their collector.
4. The plaintiffs employed *M.N.* as their collector accordingly, and he entered upon the duties of such employment, and continued therein down to the 31st of December 1873.
5. At various times between the 29th of September and the 25th of December 1873, *M.N.* received on behalf of the plaintiffs and as their collector sums of money from debtors of the plaintiffs amounting in the whole to the sum of 950*l.*; and of this amount *M.N.* neglected to account for or pay over to the plaintiffs sums amounting in the whole to 227*l.*, and appropriated the last-mentioned sums to his own use.
6. The defendant has not paid the last-mentioned sums, or any part thereof to the plaintiffs.

The plaintiffs claim:—

INTEREST
SUIT
(PROBATE).

No. 17.

In the High Court of Justice,
Probate Division.

187 . B. No.

Between *A.B.* - - - - - Plaintiff,
and
C.D. - - - - - Defendant.

Statement of Claim.

Claim.

1. *M.N.*, late of No. High Street, Putney, in the county of Surrey,
grocer, deceased, died on or about the day of , at

No. 1, High Street, Putney, aforesaid, a widower, without child, parent, brother or sister, uncle or aunt, nephew or niece. A.D. 1875.

2. The plaintiff is the cousin-german, and one of the next of kin of the deceased.

The plaintiff claims:—

That the court decree to him a grant of letters of administration of the personal estate and effects of the said deceased as his lawful cousin-german, and one of his next of kin.

[Title.]

Defence.

1. The defendant admits that *M.N.* died a widower, without child, parent, brother or sister, uncle or aunt, or niece, but he denies that he died without nephew. Defence.

2. The deceased had a brother named *G.B.*, who died in his lifetime.

3. *G.B.* was married to *E.H.* in the parish church of in the county of on the day of and had issue of such marriage, the defendant, who was born in the month of and is the nephew and next of kin of the deceased.

The defendant therefore claims:—

That the Court pronounce that he is the nephew and next of kin of the deceased, and as such entitled to a grant of letters of administration of the personal estate and effects of the deceased.

[Title.]

Reply.

1. The plaintiff denies that *G.B.* was married to *E.H.* Reply.

2. He also denies that the defendant is the issue of such marriage.

No. 18.

In the High Court of Justice,
Division.

187 . B. No.

LANDLORD
AND TENANT.

Writ issued 3rd August 1876.

Between *A.B.* - - - - - Plaintiff,

and

C.D. - - - - - Defendant.

Statement of Claim.

1. On the day of the plaintiff, by deed, let Claim.
to the defendant a house and premises, No. 52, Street, in the
city of London, for a term of 21 years from the day of ,
at the yearly rent of 120*l.*, payable quarterly.

A.D. 1875.

2. By the said deed the defendant covenanted to keep the said house and premises in good and tenantable repair.

3. The said deed also contained a clause of re-entry, entitling the plaintiff to re-enter upon the said house and premises, in case the rent thereby reserved whether demanded or not, should be in arrear for 21 days, or in case the defendant should make default in the performance of any covenant upon his part to be performed.

4. On the 24th June 187 a quarter's rent became due, and on the 29th of September 187 another quarter's rent became due; on the 21st October 187 both had been in arrear for 21 days, and both are still due.

5. On the same 21st October 187 the house and premises were not and are not now in good or tenantable repair, and it would require the expenditure of a large sum of money to reinstate the same in good and tenantable repair, and the plaintiff's reversion is much depreciated in value.

The plaintiff claims:—

1. Possession of the said house and premises.

2. £. for arrears of rent.

3. £. damages for the defendant's breach of his covenant to repair.

4. £. for the occupation of the house and premises from the 29th of September 187 to the day of recovering possession.

The plaintiff proposes that this action should be tried in London.

No. 19.

187 . B. No.

NECESSARIES In the High Court of Justice,
FOR SHIP. Admiralty Division.

Writ issued [].

THE "ENTERPRISE."

Between A.B. and C.D.

and

E.F. and G.H.

- Plaintiffs,

- Defendants.

Statement of Claim.

Claim.

1. The plaintiffs were at the time herein-after stated and are engineers and ironfounders, carrying on business at Liverpool in the county of Lancaster.

2. In the month of January 1872, whilst the above-named steamship "Enterprise," belonging to the port of London, was in the port of Liverpool, the plaintiffs, having received orders from the master in that behalf, executed certain necessary work to her and supplied her with certain necessary stores and materials, and caused her to be supplied upon their credit with certain

necessary work, labour, materials, and necessaries, and thereby supplied the said ship with necessaries within the meaning of the fifth section of the Admiralty Court Act, 1861. A.D. 1875.

3. There is due to the plaintiffs in respect of such supply of necessaries to the said ship the sum of 577*l.* 2*s.* 6*d.*, and the plaintiffs cannot obtain payment thereof without the assistance of the Court.

The plaintiffs claim :—

1. Judgment pronouncing for the claim of the plaintiffs :
2. The condemnation of the defendants and their bail therein, with costs :
3. A reference, if necessary, of the claim of the plaintiffs to the registrar, assisted by assessors, to report the amount thereof :
4. Such further relief as the nature of the case requires.

[Title.]

Defence.

1. The defendants deny the allegations contained in the third paragraph of the statement of claim. Defence.

2. The defendants admit that the plaintiffs executed certain work to the said ship, and supplied her with certain materials, but they say, that a portion of the work so executed was executed badly and insufficiently, and of the materials so supplied, some were bad and insufficient, and a portion of the work in the claim mentioned was done in and about altering and endeavouring to make good such bad and insufficient work and materials. The defendant has paid in respect of the work and materials in the claim mentioned the sum of 356*l.* 17*s.* 9*d.*, and the said sum is sufficient to satisfy the claims of the plaintiffs.

3. The defendants deny the allegations contained in the second paragraph of the claim, so far as they relate to any claim beyond the said sum of 356*l.* 17*s.* 9*d.*, and say that if the plaintiffs did execute any work or did supply any materials other than the work and materials mentioned in the second paragraph of this defence, such work was not necessary work, and such materials were not necessary materials, within the meaning of the fifth section of the Admiralty Court Act, 1861, and were not supplied in such circumstances as to render the defendants liable to pay for the same.

[Title.]

Reply.

1. The plaintiffs join issue upon the statement of defence.

Reply.

A.D. 1875.

No. 20.

NEGLIGENCE.

In the High Court of Justice,
Division.

187 : B. No.

Writ issued 3rd August 1876.

Between A.B.

and

E.F.

Plaintiff,

Defendant.

Statement of Claim.

Claim.

1. The plaintiff is a shoemaker, carrying on business at
The defendant is a soap and candle manufacturer, of

2. On the 23rd May 1875, the plaintiff was walking eastward along the south side of Fleet Street, in the city of London, at about three o'clock in the afternoon. He was obliged to cross Fleet Street, which is a street running into Fleet Street at right angles on the south side. While he was crossing this street, and just before he could reach the foot pavement on the further side thereof, a two-horse van of the defendant's, 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 Fleet Street into Fleet Street. The pole of the van 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.

The plaintiff claims

l. damages.

[Title.]

Statement of Defence.

Defence.

1. The defendant denies that the van was the defendant's van, or that it was under the charge or control of the defendant's servant. The van belonged to Mr. John Smith, of , a carman and contractor employed by the defendant to carry and deliver goods for him; and the persons under whose charge and control the said van was were the servants of the said Mr. John Smith.

2. The defendant does not admit that the van was turned out of Fleet Street, either negligently, suddenly, or without warning, or at a rapid or dangerous pace.

3. The defendant says, that the plaintiff might and could, by the exercise of reasonable care and diligence, have seen the van approaching him, and avoided any collision with it.

4. The defendant does not admit the statements of the third paragraph of the statement of claim.

[Title.]

A.D. 1875.

Reply.

The plaintiff joins issue upon the defendant's statement of defence.

Reply.

No. 21.

In the High Court of Justice,
Admiralty Division.

187 . B. No.

POSSESSION
OF SHIP.

Writ issued []

THE "LADY OF THE LAKE."

Between A.B. - - - - - Plaintiff,
and
E.F. - - - - - Defendant.

Statement of Claim.

Claim.

1. On or about the 15th of July 1868, an agreement was entered into between the plaintiff and J. D., who was then the sole owner of the above-named barque "Lady of the Lake," whereby J. D. agreed to sell, and the plaintiff agreed to purchase, 32-64th parts or shares of the vessel for the sum of 500*l.*; payment 300*l.* in cash, and the remainder by purchaser's acceptances at three and six months date, and it was thereby agreed that the plaintiff was to be commander of the vessel.

2. The plaintiff accordingly paid to J. D. the sum of 300*l.*, and gave him his (the plaintiff's) acceptances at three and six months date for the residue of the said purchase money, and J. D. by bill of sale transferred 32-64th parts or shares in the vessel to the plaintiff, which bill of sale was duly registered on the 18th of July 1868; the plaintiff has since been and still is the registered owner of such 32-64th shares.

3. The vessel then sailed under the plaintiff's command on a voyage from Sunderland to the Brazils and other ports, and then on a homeward voyage to Liverpool, where she arrived on the 18th of June 1869, and having there discharged her homeward cargo she sailed thence under the plaintiff's command with a cargo to the Tyne, and thence to Sunderland, at which port she arrived on the 9th of August 1869.

4. The plaintiff then made several ineffectual applications to J. D., with a view to obtaining another charter for the said vessel, and after she had been lying idle for a considerable time, the plaintiff on or about the 16th of September 1869, obtained an advantageous charter for her to proceed to Barcelona with a cargo of coals, and with a view to enabling her to execute such charter the plaintiff paid the dock dues, and moved the vessel into a slipway in order that her bottom might be cleaned, but on or about the 17th of September, whilst the vessel was on the shore adjoining the slipway, the defendant, to whom the said J. D. had in the meantime transferred his

A.D. 1875. 32-64th parts, forcibly took the vessel out of the possession of the plaintiff, and refused and still refuses to allow the plaintiff to take the vessel on her said voyage to Barcelona, and by reason thereof heavy loss is being occasioned to the plaintiff.

The plaintiff claims :—

1. Judgment giving possession of the vessel "Lady of the Lake" to the plaintiff:
2. The condemnation of the defendant in costs of suit, and in all losses and damages occasioned by the defendant to the plaintiff:
3. Such further relief as the nature of the case requires.

[Title].

Defence.

Defence.

1. The defendant says that the acceptances in the second paragraph of the claim mentioned were respectively dishonoured by the plaintiff, and have never yet been paid by him.

2. It was agreed between the plaintiff and J. D., that J. D. should act, and he has since always acted, as ship's husband of the "Lady of the Lake."

3. On the 31st of August 1869, J. D. sold to the defendant, for the sum of 400*l.*, and by bill of sale duly executed, transferred to him his 32-64th shares, and the bill of sale was duly registered on the 14th of September following.

4. After the "Lady of the Lake" had arrived at Sunderland, and after the defendant had purchased from J. D. his 32-64th shares of the "Lady of the Lake," the defendant placed the vessel in the custody and possession of a shipkeeper. The plaintiff, however, unlawfully removed her from such possession, and thereupon the defendant had the vessel taken into the South Dock of the harbour at Sunderland, with orders that she should be kept there. What the defendant did, as in this article mentioned, he did with the consent and full approval of J. D.

5. At the time of the sale of the "Lady of the Lake" by J. D. to the defendant as afore-mentioned, there was and there still is due from the plaintiff, as part owner of the "Lady of the Lake," to J. D., as part owner and ship's husband, a sum of money exceeding 300*l.* in respect of the vessel and her voyages over and above the amount of the unpaid acceptances.

6. Save as herein appears, the averments in the fourth paragraph of the claim contained are untrue, and if the charter-party mentioned in that paragraph was obtained by the plaintiff as alleged, which the defendant does not admit, it was obtained by him without the authority, consent, or knowledge of J. D. or the defendant.

7. Before the defendant took possession of the vessel as afore-mentioned, the plaintiff ceased to be master of her, with the consent of J. D. or the defendant.

8. J. D. has instituted an action against the said vessel in order to have the accounts taken between him and the plaintiff, and to enforce payment of the money due from the plaintiff to him.

[Title.]

A.D. 1875.

Reply.

1. The plaintiff says in reply to the first paragraph of the defence that the bills therein mentioned were dishonoured by the plaintiff because J. D. was indebted to the plaintiff in a large amount for his wages as master, and for his share of the earnings of the "Lady of the Lake," and refused payment thereof.

Reply.

2. J. D. did not place the vessel in the exclusive custody or possession of a shipkeeper as in the fifth paragraph of the defence stated or implied. On the contrary, the vessel continued in the custody and possession of the plaintiff, who still holds her register. A man was sent on board the vessel by J. D. to look after J. D.'s share in the said vessel while she was in dock, but he did not dispossess the said plaintiff or take exclusive possession of the vessel, and the plaintiff was not dispossessed of the vessel until on or about the 17th of September last.

3. Except as herein-before appears the plaintiff joins issue upon the defendant's statement of defence.

[Title.]

Rejoinder.

The defendant joins issue upon the first and second paragraphs of the
Reply. Rejoinder.

No. 22.

187 . B. No.

PROMISSORY
NOTE.

In the High Court of Justice,
Division.

Writ issued 3d August 1876.

Between <i>A.B.</i>	-	-	-	-	-	Plaintiff,
						and
<i>E.F.</i>	-	-	-	-	-	Defendant.

Statement of Claim.

1. The defendant on the day of made his Claim.
promissory note, whereby he promised to pay to the plaintiff or his order
l. three months after date.

2. The note became due on the day of 1874,
and the defendant has not paid it.

The plaintiff claims:—

The amount of the note and interest thereon to judgment.

The plaintiff proposes that this action should be tried in the county of

A.D. 1875.

[Title.]

Statement of Defence.

Defence.

1. The defendant made the note sued upon under the following circumstances:—The plaintiff and defendant had for some years been in partnership as coal merchants, and it had been agreed between them that they should dissolve partnership, that the plaintiff should retire from the business, that the defendant should take over the whole of the partnership assets and liabilities, and should pay the plaintiff the value of his share in the assets after deducting the liabilities.

2. The plaintiff thereupon undertook to examine the partnership books, and inquire into the state of the partnership assets and liabilities; and he did accordingly examine the books, and make the said inquiries, and he thereupon represented to the defendant that the assets of the firm exceeded 10,000*l.*, and that the liabilities of the firm were under 3,000*l.*, whereas the fact was that the assets of the firm were less than 5,000*l.*, and the liabilities of the firm largely exceeded the assets.

3. The misrepresentations mentioned in the last paragraph induced the defendant to make the note now sued on, and there never was any other consideration for the making of the note.

[Title.]

Reply.

Reply.

The plaintiff joins issue on the defence.

PROBATE OF
WILL IN
SOLEMN
FORM.

No. 23.

In the High Court of Justice,
Probate Division.

187 . B. No.

Writ issued [.]

Between *A.B.* - - - - - Plaintiff,
and
E.F. - - - - - Defendant.

Statement of Claim.

Claim.

1. C. T., late of Bicester in the county of Oxford, gentleman, deceased, who died on the 20th of January 1875 at Bicester, being of the age of 21 years, made his last will, with one codicil thereto, the said will bearing date the first day of October 1874, and the said codicil the first of January 1875, and in the said will appointed the plaintiff sole executor thereof.

2. The said will and codicil were signed by the deceased [*or*, by X.Y., in the presence and by the directions of the deceased, *or* signed by the deceased, who acknowledged his signature, *or as the case may be*] in the

presence of two witnesses present at the same time, the said will in the presence of H. P. and J. R., and the said codicil in the presence of J. D. and G. E., and who subscribed the same in the presence of the said deceased.

3. The deceased was at the time of the execution of the said will and codicil respectively of sound mind, memory, and understanding.

The plaintiff claims :—

That the Court shall decree probate of the said will and codicil in solemn form of law.

[Title.]

Statement of Defence.

The defendant says as follows :—

1. The said will and codicil of the said deceased were not duly executed according to the provisions of the statute 1 Vict. c. 26. Defence.

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 said 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 day of January 1873, and in the said will appointed the defendant sole executor thereof. [*Propound this will as in paragraphs 2 and 3 of claim.*]

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 said will of the said deceased, dated the 1st of January 1873, in solemn form of law.

[Title.]

Reply.

1. The plaintiff joins issue upon the statement of defence of the defendant, as contained in the first, second, third, fourth, and fifth paragraphs thereof.

2. The plaintiff says that the said will of the said deceased, dated the 1st of January 1873, was duly revoked by the will of the said 1st of October 1873, propounded by the plaintiff in his statement of claim.

Reply.

A.D. 1875.

No. 24.

RECOVERY
OF LAND.
LANDLORD
AND
TENANT.In the High Court of Justice,
Common Pleas Division.

187 . B. No.

Writ issued 3rd August 1876.

Between A.B. - - - - - Plaintiff,
and
C.D. - - - - - Defendant.

Statement of Claim.

Claim.

1. On the day of the plaintiff let to the defendant a house, No. 52, street, in the city of London, as tenant from year to year, at the yearly rent of 120*l.*, payable quarterly, the tenancy to commence on the day of .

2. The defendant took possession of the house and continued tenant thereof until the day of last, when the tenancy determined by a notice duly given.

3. The defendant has disregarded the notice and still retains possession of the house.

The plaintiff claims:—

1. Possession of the house.

2. *l.* for mesne profits from the day of .

The plaintiff proposes that this action should be tried in London.

In the High Court of Justice,
Common Pleas Division.

187 . No.

Between A.B. - - - - - Plaintiff,
and
C.D. - - - - - Defendant,

(by original action,)

And between C.D. - - - - - Plaintiff,

and

A.B. - - - - - Defendant.

(by counter-claim.)

The defence and counter-claim of the above-named C.D.

Defence.

1. Before the determination of the tenancy mentioned in the statement of claim, the plaintiff A.B., by writing dated the day of , and signed by him, agreed to grant to the defendant C.D. a lease of the house mentioned in the statement of claim, at the yearly rent of 150*l.*, for the term of 21 years, commencing from the day of , when the defendant C.D.'s tenancy from year to year determined, and the defendant has since that date been and still is in possession of the house under the said agreement.

Counter-claim.

2. By way of counter-claim the defendant claims to have the agreement specifically performed and to have a lease granted to him accordingly, and for the purpose aforesaid, to have this action transferred to the Chancery division.

In the High Court of Justice,
Chancery Division.

187 . No. A.D. 1875.

(Transferred by order dated . . . day of . . .)
Between *A.B.* - - - - - Plaintiff,
and
C.D. - - - - - Defendant,
(by original action,)
And between *C.D.* - - - - - Plaintiff,
and
A.B. - - - - - Defendant.
(by counter-claim.)

The reply of the plaintiff *A.B.*

The plaintiff *A.B.* admits the agreement stated in the defendant *C.D.*'s Reply.
statement of defence, but he refuses to grant to the defendant a lease, saying
that such agreement provided that the lease should contain a covenant by the
defendant to keep the house in good repair and a power of re-entry by the
plaintiff upon breach of such covenant, and the plaintiff says that the defen-
dant has not kept the house in good repair, and the same is now in a dilapi-
dated condition.

[Title.]

Joinder of Issue.

The defendant *C.D.* joins issue upon the plaintiff *A.B.*'s statement in
reply.

No. 25.

187 . B. No.

RECOVERY
OF LAND.

In the High Court of Justice,
Common Pleas Division.

Writ issued 3rd August 1876.

Between *A.B.* and *C.D.* - - - - - Plaintiffs,
and
E.F. - - - - - Defendant.

Statement of Claim.

1. *K. L.*, late of Sevenoaks in the county of Kent, duly executed his last
will, dated the 4th day of April 1870, and thereby devised his lands at or
near Sevenoaks, and all other his lands in the county of Kent, unto and to
the use of the plaintiffs and their heirs, upon the trusts therein mentioned for
the benefit of his daughters Margaret and Martha, and appointed the plaintiffs
executors thereof.

Claim.

2. *K. L.* died on the 3d day of January 1875, and his said will was
proved by the plaintiffs in the Court of Probate on or about the 4th day
of February 1875.

A.D. 1875.

3. *K. L.* was at the time of his death seised in fee of a house at Sevenoaks, and two farms near there called respectively _____, the home farm containing 276 acres, and the Longton farm containing 700 acres, both in the county of Kent.

4. The defendant, soon after the death of *K. L.*, entered into possession of the house and two farms, and has refused to give them up to the plaintiff.

The plaintiffs claim :

1. Possession of the house and two farms :

2. *l.* for mesne profits of the premises from the death of *K. L.* till such possession shall be given.

The plaintiff proposes that this action should be tried in the county of Kent.

[Title.]

Statement of Defence.

Defence.

1. The defendant is the eldest son of *I. L.* deceased, who was the eldest son of *K. L.*, in the statement of claim named.

2. By articles bearing date the 31st day of May 1827 and made previous to the marriage of *K. L.* with Martha his intended wife, *K. L.*, in consideration of such intended marriage, agreed to settle the house and two farms in the statement of claim mentioned (and of which he was then seised in fee) to the use of himself for his life, with remainder to the use of his intended wife for her life, and after the survivor's decease, to the use of the heirs of the body of the said *K. L.* on his wife begotten, with other remainders over.

3. The marriage soon after took effect, *K. L.*, by deeds of lease and release, bearing date respectively the 4th and 5th of April 1828, after reciting the articles in alleged performance of them, conveyed the house and two farms to the use of himself for his life, with remainder to the use of his wife for her life, and after the decease of the survivor of them, to the use of the heirs body of *K. L.* on the said Martha to be begotten, with other remainders over.

4. There was issue of the marriage an only son Thomas L _____ and two daughters. After the death of Thomas L _____, which took place in February 1864, *K. L.*, on the 3d May 1864, executed a disentailing assurance, which was duly enrolled and thereby conveyed the house and two farms to the use of himself in fee.

[Title.]

Reply.

Reply.

The plaintiffs join issue upon the defendant's statement of defence.

No. 26.

A.D. 1875.

SALVAGE.

In the High Court of Justice,
Admiralty Division.

Writ issued [].

THE "CAMPANIL."

Between A.B. and C.D. - - Plaintiffs,
and
E.F. and G.H. - Defendants.

Statement of Claim.

Claim.

1. The "Brazilian" is a screw steamer belonging to the port of Newcastle, of the burthen of 1,359 tons gross registered tonnage, and propelled by engines of 130 horse power, and at the time of the rendering of the salvage services herein-after mentioned she was navigated by her master and a crew of twenty-four hands. She left the Port of Newcastle on the 27th of November 1873, on a voyage to Genoa, and thence by way of Palmaras and Aguilas to the Tyne, and about 10 a.m. on the 26th of December 1873, in the course of her homeward voyage, with a cargo of merchandise, she was off the coast of Portugal, the Island of Ons bearing about S.E. by E., when those on board her sighted a disabled steamer about four points on their starboard bow, in-shore, flying signals of distress. A strong gale was blowing at the time, and there was a very heavy sea running.

2. The "Brazilian" at once made towards the disabled steamer, which proved to be the "Campanil," the vessel proceeded against in this action. She was heavily laden with a cargo of iron ore. The "Brazilian" as she approached the "Campanil" signalled to her, and the "Campanil" answered by signal that her engines had broken down. By this time the "Campanil" was heading in-shore, rolling heavily, and shipping a large quantity of water. The "Brazilian" came under the lee of the "Campanil" and asked if she wanted assistance. Her master replied that he wanted to be towed to Vigo as his vessel had lost her screw. The master of the "Brazilian" then asked those on board the "Campanil" to send him a hawser, and for a long time those on board the "Brazilian" made attempts to get a hawser from the "Campanil," and exposed themselves and their vessel to great danger in doing so. The wind and sea rendering it impossible to get the hawser whilst the "Brazilian" was to leeward of the "Campanil," the "Brazilian" went to windward and attempted to float lines by means of life buoys to the "Campanil." During all this time the "Campanil" was quite unmanageable, and yawed about, and there was very great difficulty in manœuvring the "Brazilian" so as to retain command over her and keep her near the "Campanil." It was necessary to keep constantly altering the engines of the "Brazilian," setting them on ahead and reversing them quickly, and in consequence the engines laboured heavily and were exposed to great danger of being strained.

3. Whilst the "Brazilian" was endeavouring to float lines to the "Campanil," the "Campanil" made a sudden lurch and struck the "Brazilian" on her port

A.D. 1875.

quarter, knocking in her port bulwark and rail, and causing other damage to the vessel. After many unsuccessful efforts by those on board the "Brazilian," and after they had lost two life buoys and a quantity of rope, a hawser from the "Campanil" was at length made fast on board the "Brazilian," and the "Brazilian" with the "Campanil" in tow steamed easy ahead. A second hawser was then got out and made fast with coir springs, and the "Brazilian" then commenced to tow full speed ahead, each hawser having a full scope of 90 fathoms.

4. The "Brazilian" made towards Vigo, which was about 35 miles distant, the vessels made about two knots an hour, the "Brazilian" keeping her engines going at full speed. The "Brazilian" laboured very heavily, and both vessels shipped large quantities of water.

5. About noon one of the tow ropes broke, and both vessels were in danger of being driven ashore, broken water and rocks appearing to leeward, distant about two miles. After great difficulty the broken hawser was made fast again with a heavy spring of a number of parts of rope, and the "Brazilian" towed ahead under the lee of Ons Island.

6. Shortly afterwards the weather moderated and the sea went down a little, and the "Brazilian" was able to make more way, and about 7 p.m. the same day she towed the "Campanil" into Vigo harbour in safety.

7. The "Brazilian" was compelled to remain in harbour the next day to pay port charges and clear at the Custom House.

8. The coast off which the aforesaid services were rendered is rocky and exceedingly dangerous, and strong currents set along it, and but for the services rendered by the "Brazilian" the "Campanil" must have gone ashore and been wholly lost, together with her cargo, and in all probability her master and crew would have been drowned. No other steamer was in sight, and there was not any prospect of any other efficient assistance.

9. In rendering the said services the "Brazilian" and those on board her were exposed to great danger. Owing to the heavy sea, and the necessity of towing with a long scope of hawser, there was great danger of fouling the screw of the "Brazilian," and it required constant vigilance on the part of the master and crew to prevent serious accident. The master and crew of the "Brazilian" underwent much extra fatigue and exertion.

10. The damage sustained by the "Brazilian" in rendering the said services amounts to the sum of 150*l.*, and the value of the extra quantity of coal consumed in consequence of the said services is estimated at 16*l.*, and 4*l.* 1*s.* 5*d.* was paid by the owners of the "Brazilian" for harbour dues and other charges at Vigo.

11. The value of the "Campanil," her cargo and freight, at the time of the salvage services were as follows, that is to say: The "Campanil" was of the value of 13,000*l.*, her cargo was of the value of 300*l.*, and the gross amount of freight payable upon delivery of the cargo laden on board her at Barrow-in-Furness was 675*l.*

12. The value of the "Brazilian," her freight and cargo was about 25,050*l.*

The plaintiffs claim:—

A.D. 1875.

1. Such an amount of salvage as to the Court may seem just:
2. That the defendants and their bail be condemned in costs:
3. Such further or other relief as the nature of the case may require.

[Title.]

Statement of Defence.

Defence.

1. The defendants say that upon the 22d of December 1873, the iron screw steamship "Campanil," of the burden of 660 tons register gross, propelled by engines of 70 horse power, navigated by David Boughton, her master, and a crew of 16 hands, left Porman, bound to Barrow-in-Furness, laden with a cargo of iron ore.

2. At about 8 a.m. of the 26th of December, whilst the "Campanil" was prosecuting her voyage, the shaft of her propeller broke outside the stern tube, and she lost her propeller. The "Campanil" was then brought to the wind, which was south by east, blowing fresh, and she proceeded under sail for Vigo, and continued to do so till about 9.30 a.m., when two steamships which had been for some time in sight, and coming to the northward, approached the "Campanil." The ensign of the "Campanil" was hoisted, union up, as a signal to one of such steamships, which afterwards came to the "Campanil," and proved to be the "Brazilian," whose owners, master, and crew are the plaintiffs.

3. The "Brazilian" then signalled the "Campanil" and inquired what was the matter, and was signalled in reply that the "Campanil" had lost her propeller, and required to be towed to Vigo, upon which the "Brazilian" signalled for the rope of the "Campanil," in order to take her in tow. After this the "Brazilian" steamed round the "Campanil" and up on to her starboard bow, and in so doing the "Brazilian" came with her port quarter into the starboard bow of the "Campanil" and did her considerable damage.

4. The "Brazilian" then threw a heaving line on board the "Campanil," and one of the "Campanil's" hawsers was attached to the line and hauled on board the "Brazilian," which passed one of her hawsers to the "Campanil" by means of life buoys, and when such hawsers had been secured between the two vessels the "Brazilian" commenced to tow the "Campanil" for Vigo, it being at this time about 10.30 a.m. and Ons Island then bearing about south-east by south, and distant about 15 miles.

5. The "Brazilian" proceeded with the "Campanil" in tow, but owing to the two vessels being laden, and to the small power of the "Brazilian," she was only able to make very slow progress with the "Campanil," and it was not until 6.30 p.m. of the said day that the "Brazilian" arrived at Vigo with the "Campanil," which then came to anchor off the town there.

6. The defendants on the day of tendered to the plaintiffs and have paid into court the sum of 350*l.* for the services so as aforesaid rendered to the "Campanil" and her said cargo and freight, and offered to pay the costs, and submit that the same is ample and sufficient.

A.D. 1875.

[Title.]

Reply.

Reply.

1. The plaintiffs admit the first and second articles of the Answer, and they admit that the "Brazilian" came into collision with the "Campanil," and caused slight damage to the "Campanil," but save as aforesaid they join issue upon the statement of defence.

No. 27.

187 . No.

TRESPASS TO In the High Court of Justice,
LAND. Division.

Writ issued 3rd August 1876.

Between A.B. - - - - - Plaintiff,
and
E.F. - - - - - Defendant.

Statement of Claim.

Claim.

1. The plaintiff was on the 5th March 1876 and still is the owner and occupier of a farm called Highfield Farm, in the parish of and county of

2. A private road, known as Highfield Lane, runs through a portion of the plaintiff's farm. It is bounded upon both sides by fields of the plaintiff's, and is separated therefrom by a hedge and ditch.

3. For a long time prior to the 5th March 1876 the defendant had wrongfully claimed to use the said road for his horses and carriages on the alleged ground that the same was a public highway, and the plaintiff had frequently warned him that the same was not a public highway, but the plaintiff's private road, and that the defendant must not so use it.

4. On the 5th March 1876 the defendant came with a cart and horse, and a large number of servants and workmen, and forcibly used the road, and broke down and removed a gate which the plaintiff had caused to be placed across the same.

5. The defendant and his servants and workmen on the same occasion pulled down and damaged the plaintiff's hedge and ditch upon each side of the road, and went upon the plaintiff's field beyond the hedge and ditch, and injured the crops there growing, and dug up and injured the soil of the road; and in any case the acts mentioned in this paragraph were wholly unnecessary for the assertion of the defendant's alleged right to use, or the user of the said road as a highway.

The plaintiff claims:

1. Damages for the wrongs complained of.
2. An injunction restraining the defendant from any repetition of any of the acts complained of.
3. Such further relief as the nature of the case may require.

[Title.]

A.D. 1875.

Statement of Defence.

1. The defendant says that the road was and is a public highway for horses and carriages; and a few days before the 5th March 1876 the plaintiff wrongfully erected the gate across the road for the purpose of obstructing and preventing, and it did obstruct and prevent the use of the road as a highway. And the defendant on the said 5th March 1876 caused the said gate to be removed, in order to enable him lawfully to use the road by his horses and carriages as a highway.

Defence.

2. The defendant denies the allegations of the fifth paragraph of the statement of claim, and says that neither he nor any of his workmen or servants did any act, or used any violence other than was necessary to enable the plaintiff lawfully to use the highway.

[Title.]

Reply.

The plaintiff joins issue upon the defendant's statement of defence.

Reply.

No. 28.

Form of Demurrer.

In the High Court of Justice,
Division.

A.B. v. C.D.

The defendant [plaintiff] demurs to the [plaintiff's statement of complaint or defendant's statement of defence, or of set-off, or of counter-claim], [or to so much of the plaintiff's statement of complaint as claims or as alleges as a breach of contract the matters mentioned in paragraph 17, or as the case may be], and says that the same is bad in law on the ground that [here state a ground of demurrer] and on other grounds, sufficient in law to sustain this demurrer.

No. 29.

Memorandum of Entry of Demurrer for Argument.

1874. B. No.

In the High Court of Justice,
Division.

A.B. v. C.D.

Enter for the argument the demurrer of
to

X.Y.,
Solicitor for the plaintiff [or, &c.]

A.D. 1875.

APPENDIX D.

FORMS OF JUDGMENT.

1. *Default of Appearance and Defence in Case of Liquidated Demand.*

1876. B. No.

In the High Court of Justice,
Division.

Between A.B. - - - - - Plaintiff,

and

C.D. and E.F. - - - - - Defendants.

30th November 1876.

The defendants [or the defendant C.D.] not having appeared to the writ of summons herein [or not having delivered any statement of defence], it is this day adjudged that the plaintiff recover against the said defendant £, and costs, to be taxed.

2. *Judgment in default of Appearance in Action for Recovery of Land.*
[Title, &c.]

30th November 1876.

No appearance having been entered to the writ of summons herein, it is this day adjudged that the plaintiff recover possession of the land in the said writ mentioned.

3. *Judgment in default of Appearance and Defence after Assessment of Damages.*

1876. B. No.

In the High Court of Justice,
Division.

Between A.B. and C.D. - - - - - Plaintiffs,

and

E.F. and G.H. - - - - - Defendants.

30th November 1876.

The defendants not having appeared to the writ of summons herein [or not having delivered a statement of defence], and a writ of inquiry, dated 1876, having been issued directed to the sheriff of to assess the damages which the plaintiff was entitled to recover, and the said sheriff having by his return dated the 1876, returned that the said damages have been assessed at £, it is adjudged that the plaintiff recover £, and costs to be taxed.

4. *Judgment at Trial by Judge without a Jury.*

A.D. 1875.

[Year, letter, and number.]

Division.

day of 18 .

[If in Chancery Division, name of Judge.]

Between *A.B.* - - - - - Plaintiff,

and

C.D., E.F., and G.H. - - - Defendants.

This action coming on for trial [the day of
and] this day, before in the presence of counsel for the
plaintiff and the defendants [or, if some of the defendants do not appear, for
the plaintiff and the defendant *C.D.*, no one appearing for the defendants *E.F.*
and *G.H.*, although they were duly served with notice of trial as by the
affidavit of filed the day of appears.] upon hearing
the probate of the will of , the answers of the defendants *C.D., E.F.*,
and *G.H.*, to interrogatories, the admission in writing, dated
and signed by [Mr. the solicitor for] the plaintiff *A.B.* and by
[Mr. the solicitor for] the defendant *C.D.*, the affidavit of
filed the day of , the affidavit
of filed the day of , the evidence
of taken on their oral examination at the trial, and an
exhibit marked X, being an indenture dated, &c. and made between [parties],
and what was alleged by counsel on both sides: This court doth declare,
&c.

And this court doth order and adjudge, &c.

5. *Judgment after Trial by a Jury.*

[Title, &c.]

15th November 1876.

The action having on the 12th and 13th November 1876 been tried before
the Honourable Mr. Justice and a special jury of the county
of , and the jury having found [*state findings as in officer's*
certificate], and the said Mr. Justice having ordered that judg-
ment be entered for the plaintiff for *l.* and costs of suit [*or as the case*
may be]: Therefore it is adjudged that the plaintiff recover against the
defendant *l.* and *l.* for his costs of suit [*or that the plaintiff*
recover nothing against the defendant, and that the defendant recover against
the plaintiff *l.* for his costs of defence, *or as the case may be*].

A.D. 1875.

6. Judgment after Trial before Referee.

[Title, &c.]

30th November 1876.

The action having on the 27th November 1876 been tried before *X.Y.* Esq. an official [or special] referee; and the said *X.Y.* having found [state substance of referee's certificate], it is this day adjudged that

7. Judgment upon Motion for Judgment.

[Title, &c.]

30th November 1876.

This day before Mr. *X.* of counsel for the plaintiff [or as the case may be], moved on behalf of the said [state judgment moved for], and the said Mr. *X.* having been heard of counsel for and Mr. *Y.* of counsel for the Court adjudged

APPENDIX E.

FORMS OF PRÆCIPÉ.

1. *Fieri facias.*

1876. B. No.

In the High Court of Justice,
Division.

Between *A.B.* - - - - Plaintiff,

and

C.D. and others - - - Defendants.

Seal a writ of fieri facias directed to the sheriff of to levy
against *C.D.* the sum of £. and interest thereon
at the rate of £. per centum per annum from the
day of [and £. costs] to .

Judgment [or order] dated day of .

[Taxing master's certificate, dated day of .]

X.Y., solicitor for [party on whose
behalf writ is to issue.]

2. *Elegit.*

A.D. 1875.

187 . B. No.

In the High Court of Justice,
Division.

Between *A.B.* - - - - Plaintiff,
and
C.D. and others - - - Defendants.

Seal a writ of *elegit* directed to the sheriff of
against of in the county of
for not paying to *A.B.* the sum of *l.*, together with interest
thereon, from the day of [and the sum of
l. for costs,] with interest thereon at the rate of 4*l.* per centum
per annum.

Judgment [or order] dated day of 18 .
[Taxing master's certificate, dated day of 18 .]
X.Y.,
Solicitor for .

3. *Venditioni Exponas.*

187 . B. No.

In the High Court of Justice,
Division.

Between *A.B.* - - - - Plaintiff,
and
C.D. and others - - - Defendants.

Seal a writ of *venditioni exponas* directed to the sheriff of
to sell the goods and of *C.D.* taken under a writ of *fieri facias*
in this action tested day of .

X.Y.,
Solicitor for .

4. *Fieri Facias de Bonis Ecclesiasticis.*

187 . B. No.

In the High Court of Justice,
Division.

Between *A.B.* - - - - Plaintiff,
and
C.D. - - - Defendant.

Seal a writ of *fieri facias de bonis ecclesiasticis* directed to the bishop
[or archbishop, as the case may be] of to levy against *C.D.*
the sum of *l.*

Judgment [or order] dated day of .
[Taxing master's certificate, dated day of].
X.Y.,
Solicitor for .

[CH. 77.] *Supreme Court of Judicature Act* [38 & 39 VICT.]
(1873) *Amendment.*

A.D. 1875.

5. *Sequestrari Facias de Bonis Ecclesiasticis.*

187 . B. No.

In the High Court of Justice,
Division.

Between *A.B.* - - - - Plaintiff,

and

C.D. and others - - - Defendants.

Seal a writ of sequestrari facias directed to the Lord Bishop of
against *C.D.* for not paying to *A.B.* the sum of £.

6. *Writ of Sequestration.*

187 . B. No.

In the High Court of Justice,
Division.

Between *A.B.* - - - - Plaintiff,

and

C.D. and others - - - Defendants.

Seal a writ of sequestration against *C.D.* for not
at the suit of *A.B.* directed to [*names of Commissioners*].

Order dated day of .

7. *Writ of Possession.*

187 . B. No.

In the High Court of Justice,
Division.

Between *A.B.* - - - - Plaintiff,

and

C.D. and others - - - Defendants.

Seal a writ of possession directed to the sheriff of to
deliver possession to *A.B.* of .

Judgment dated day of .

8. *Writ of Delivery.*

187 . B. No.

In the High Court of Justice,
Division.

Between *A.B.* - - - - Plaintiff,

and

C.D. and others - - - Defendants.

Seal a writ of delivery directed to the sheriff of to make
delivery to *A.B.* of .

9. *Writ of Attachment.*

A.D. 1875.

187 . B. No. —

In the High Court of Justice,

Division.

Between *A.B.* - - - - Plaintiff,

and

C.D. and others - - - Defendants.

Seal in pursuance of order dated day of
an attachment directed to the sheriff of against *C.D.* for not
delivering to *A.B.*

APPENDIX F.

FORMS OF WRITS.

1. *Writ of Fieri Facias.*

187 . B. No.

In the High Court of Justice,

Division.

Between *A.B.* - - - - Plaintiff,

and

C.D. and others - - - Defendants.

Victoria, by the grace of God of the United Kingdom of Great Britain
and Ireland Queen, Defender of the Faith.

To the sheriff of greeting.

We command you that of the goods and chattels of *C.D.* in your
bailiwick you cause to be made the sum of £. and also
interest thereon at the rate of £. per centum per annum
from the day of * which said sum of
money and interest were lately before us in our High Court of Justice in
a certain action [*or certain actions, as the case may be*] wherein *A.B.* is plaintiff
and *C.D.* and others are defendants [*or in a certain matter there depending*
intituled "*In the matter of E.F.*" *as the case may be*] by a judgment [*or order,*
as the case may be] of our said Court, bearing date the day
of adjudged [*or ordered, as the case may be*] to be paid by the
said *C.D.* to *A.B.*, together with certain costs in the said judgment [*or order,*
as the case may be] mentioned, and which costs have been taxed and allowed
by one of the taxing masters of our said Court at the sum of £.
as appears by the certificate of the said taxing master, dated the
day of . And that of the goods and chattels of the said *C.D.*
in your bailiwick you further cause to be made the said sum of £.
[costs] together with interest thereon at the rate of 4£. per centum per

* Day of the judgment or order, or day on which money directed to be paid, or day from which
interest is directed by the order to run, as the case may be.

A.D. 1875. annum from the day of ,* and that you have that money and interest before us in our said Court immediately after the execution hereof to be paid to the said A.B. in pursuance of the said judgment [or order, *as the case may be*]. And in what manner you shall have executed this our writ make appear to us in our said Court immediately after the execution thereof. And have there then this writ.
Witness, &c.

2. Writ of Elegit.

187 . B. No.

In the High Court of Justice,
Division.

Between A.B.

-

-

-

Plaintiff,

and

C.D. and others

-

-

Defendants.

Victoria, by the grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith.

To the sheriff of

greeting.

Whereas lately in our High Court of Justice in a certain action [or certain actions, *as the case may be*] there depending, wherein A.B. is plaintiff and C.D. and others are defendants [or in a certain matter there depending, intituled "In the matter of E.F.," *as the case may be*] by a judgment [or order, *as the case may be*] of our said Court made in the said action [or matter, *as the case may be*], and bearing date the day of , it was adjudged [or ordered, *as the case may be*] that C.D. should pay unto A.B. the sum of £, together with interest thereon after the rate of £. per centum per annum from the day of , together also with certain costs as in the said judgment [or order, *as the case may be*] mentioned, and which costs have been taxed and allowed by one of the taxing masters of our said Court, at the sum of £. as appears by the certificate of the said taxing master, dated the day of . And afterwards the said A.B. came into our said Court, and according to the statute in such case made and provided, chose to be delivered to him all the goods and chattels of the said C.D. in your bailiwick, except his oxen and beasts of the plough, and also all such lands, tenements, rectories, tithes, rents, and hereditaments, including lands and hereditaments of copyhold or customary tenure, in your bailiwick as the said C.D., or any one in trust for him, was seised or possessed of on the day of in the year of our Lord † or at any time afterwards, or over which the said C.D. on the said day of or at any time afterwards had any disposing power

* The date of the certificate of taxation. The writ must be so moulded as to follow the substance of the judgment or order.

† The day on which the judgment or order was made.

A.D. 1875.

which he might without the assent of any other person exercise for his own benefit, to hold to him the said goods and chattels as his proper goods and chattels, and to hold the said lands, tenements, rectories, tithes, rents, and hereditaments respectively, according to the nature and tenure thereof, to him and to his assigns, until the said two several sums of £. and £., together with interest upon the said sum of £., at the rate of £. per centum per annum from the said day of and on the said sum of £. (costs) at the rate of 4£. per centum per annum from the day of shall have been levied. Therefore we command you that without delay you cause to be delivered to the said *A.B.* by a reasonable price and extent all the goods and chattels of the said *C.D.* in your bailiwick, except his oxen and beasts of the plough, and also all such lands and tenements, rectories, tithes, rents, and hereditaments, including lands and hereditaments of copyhold or customary tenure, in your bailiwick as the said *C.D.*, or any person or persons in trust for him was or were seised or possessed of on the said day of * or at any time afterwards, or over which the said *C.D.* on the said day of *, or at any time afterwards had any disposing power which he might without the assent of any other person, exercise for his own benefit, to hold the said goods and chattels to the said *A.B.*, as his proper goods and chattels, and also to hold the said lands, tenements, rectories, tithes, rents, and hereditaments respectively, according to the nature and tenure thereof, to him and to his assigns until the said two several sums of £. and £. together with interest as aforesaid, shall have been levied. And in what manner you shall have executed this our writ make appear to us in our Court aforesaid, immediately after the execution thereof, under your seals, and the seals of those by whose oath you shall make the said extent and appraisement. And have there then this writ.

Witness ourselves at Westminster, &c.

Writ of Venditioni Exponas.

1875. B. No.

In the High Court of Justice,
Division.

Between *A.B.* - - - Plaintiff,

and

C.D. and others - - - Defendants.

Victoria, by the grace of God of the United Kingdom of Great Britain
and Ireland Queen, Defender of the Faith.

To the sheriff of greeting.

Whereas by our writ we lately commanded you that of the goods
and chattels of *C.D.* [*here recite the fieri facias to the end*]. And on

* The day on which the decree or order was made.

A.D. 1875. the day of you returned to us in
the Division of our High Court of Justice aforesaid, that by
virtue of the said writ to you directed you had taken goods and chattels of
the said C.D. to the value of the money and interest aforesaid, which said
goods and chattels remained in your hands unsold for want of buyers.
Therefore, we being desirous that the said A.B. should be satisfied his money
and interest aforesaid, command you that you expose to sale and sell, or cause
to be sold, the goods and chattels of the said C.D., by you in form aforesaid
taken, and every part thereof, for the best price that can be gotten for the
same, and have the money arising from such sale before us in our said Court
of Justice immediately after the execution hereof, to be paid to the said A.B.
And have there then this writ.

Witness ourself at Westminster, the day of
in the year of our reign.

4. *Writ of Fieri facias de Bonis Ecclesiasticis.*

In the High Court of Justice,
Division.

1875. B. No.

Between A.B. - - - - - Plaintiff,
and

C.D. and others - - - - - Defendants.

Victoria, by the grace of God of the United Kingdom of Great Britain
and Ireland Queen, Defender of the Faith: To the Right Reverend
Father in God [John] by Divine permission Lord Bishop of
greeting: We command you, that of the ecclesiastical goods of C.D., clerk in
your diocese, you cause to be made *l.* which lately before us in our
High Court of Justice in a certain action [or certain actions, *as the case may*
be] wherein A.B. is plaintiff and C.D. is defendant [or in a certain matter
there depending, intituled "In the matter of E.F." *as the case may be*], by a
judgment [or order, *as the case may be*] of our said Court bearing date the
day of , was adjudged [or ordered, *as the case*
may be] to be paid by the said C.D. to the said A.B., together with interest
on the said sum of at the rate of *l.* per
centum per annum, from the day of
and have that money, together with such interest as aforesaid, before us in our
said Court immediately after the execution hereof, to be rendered to the said
A.B., for that our sheriff of returned to us in our said
Court on [or "at a day now past"] that the said C.D.
had not any goods or chattels or any lay fee in his bailiwick whereof he
could cause to be made the said *l.* and interest aforesaid or any
part thereof, and that the said C.D. was a beneficed clerk (to wit) rector
of rectory [or vicar of the vicarage] and parish church of
in the said sheriff's county, and within your diocese [*as in the return*], and

A.D. 1875. your diocese of and belonging to the said rectory [or vicarage] and parish church of _____ and to the said C.D. as rector [or vicar] thereof to be rendered to the said A.B., and what you shall do therein make appear to us in our said Court immediately after the execution hereof, and have you there then this writ. Witness ourself at Westminster, the _____ day of _____ in the year of our Lord _____.

7. Writ of Possession.

187 . B. No.

In the High Court of Justice,
Division.

Between A.B. - - - - Plaintiff,
and
C.D. and others - - - Defendants.

Victoria, _____ to the sheriff of _____, greeting :
Whereas lately in our High Court of Justice, by a judgment of the Division of the same Court [A.B. recovered] or [E.F. was ordered to deliver to A.B.] possession of all that _____ with the appurtenances in your bailiwick : Therefore, we command you that you omit not by reason of any liberty of your county, but that you enter the same, and without delay you cause the said A.B. to have possession of the said land and premises with the appurtenances. And in what manner you have executed this our writ make appear to the Judges of the _____ Division of our High Court of Justice immediately after the execution hereof, and have you there then this writ. Witness, &c.

8. Writ of Delivery.

187 . B. No.

In the High Court of Justice,
Division.

Between A.B. - - - - Plaintiff,
and
C.D. and others - - - Defendants.

Victoria, by the grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith, to the sheriff of _____ greeting :
We command you, that without delay you cause the following chattels, that is to say [here enumerate the chattels recovered by the judgment for the return of which execution has been ordered to issue], to be returned to A.B., which the said A.B. lately in our _____ recovered against C.D. [or C.D. was ordered to deliver to the said A.B.] in an action in the

division of our said Court. And we further command you, that if the said chattels cannot be found in your bailiwick, you distrain the said *C.D.* by all his lands and chattels in your bailiwick, so that neither the said *C.D.* nor any one for him do lay hands on the same until the said *C.D.* render to the said *A.B.* the said chattels; and in what manner you shall have executed this our writ make appear to the Judges of the Division of our High Court of Justice, immediately after the execution hereof, and have you there then this writ. Witness, &c. A.D. 1875.

The Like, but instead of a Distress until the Chattel is returned, commanding the Sheriff to levy on Defendant's Goods the assessed Value of it.

[*Proceed as in the preceding form until the*, and then thus:*] And we further command you, that if the said chattels cannot be found in your bailiwick, of the goods and chattels of the said *C.D.* in your bailiwick you cause to be made *l. [the assessed value of the chattels]*, and in what manner you shall have executed this our writ make appear to the Judges of the Division of our High Court of Justice at Westminster, immediately after the execution hereof, and have you there then this writ. Witness, &c.

9. *Writ of Attachment.*

187 . B. No.

In the High Court of Justice,
Division.

Between *A.B.* - - - - - Plaintiff,
and
C.D. and others - - - - - Defendants.

Victoria, &c.

To the sheriff of greeting.

We command you to attach *C.D.* so as to have him before us in the Division of our High Court of Justice wheresoever the said Court shall then be, there to answer to us, as well touching a contempt which he it is alleged hath committed against us, as also such other matters as shall be then and there laid to his charge, and further to perform and abide such order as our said Court shall make in this behalf, and hereof fail not, and bring this writ with you. Witness, &c.

A.D. 1875.

10. Writ of Sequestration.

187 . B. No.

In the High Court of Justice,
Division.

Between <i>A.B.</i>	-	-	-	-	-	Plaintiff,
						and
<i>C.D.</i> and others	-	-	-	-	-	Defendants.

Victoria, &c.

To [names of not less than four Commissioners] greeting.

Whereas lately in the Division of our High Court of Justice in a certain action there depending, wherein *A.B.* is plaintiff and *C.D.* and others are defendants [or, in a certain matter then depending, intituled "In the matter of *E.F.*," as the case may be] by a judgment [or order, as the case may be] of our said Court made in the said action [or matter], and bearing date the day of 187 , it was ordered that the said *C.D.* should [pay into Court to the credit of the said action the sum of l., or, as the case may be]. Know ye, therefore, that we, in confidence of your prudence and fidelity, have given, and by these presents do give to you, or any three or two of you, full power and authority to enter upon all the messuages, lands, tenements, and real estate whatsoever of the said *C.D.*, and to collect, receive, and sequester into your hands not only all the rents and profits of his said messuages, lands, tenements, and real estate, but also all his goods, chattels, and personal estates whatsoever; and therefore we command you, any three or two of you, that you do at certain proper and convenient days and hours, go to and enter upon all the messuages, lands, tenements, and real estates of the said *C.D.*, and that you do collect, take, and get into your hands not only the rents and profits of his said real estate, but also all his goods, chattels, and personal estate, and detain and keep the same under sequestration in your hands until the said *C.D.* shall [pay into Court to the credit of the said action the sum of l., or, as the case may be,] clear his contempt, and our said Court make other order to the contrary.

Witness, &c.

SECOND SCHEDULE.

Session and Chapter.	Title.	Extent of Repeal.
6 Geo. 4. c. 84. -	An Act to provide for the augmenting the salaries of the Master of the Rolls and the Vice Chancellor of England, the Chief Baron of the Court of Exchequer, and the Puisne Judges and Barons of the Courts in Westminster Hall, and to enable His Majesty to grant an annuity to such Vice Chancellor, and additional annuities to such Master of the Rolls, Chief Baron, and Puisne Judges and Barons on their resignation of their respective offices.	Section seven.
32 & 33 Vict. c. 71. -	The Bankruptcy Act, 1869 -	Section one hundred and sixteen from "provided that at any time," inclusive, to end of the section.
32 & 33 Vict. c. 83. -	The Bankruptcy Repeal and Insolvent Court Act, 1869.	Section nineteen from "provided that at any time," inclusive, to end of the section.
36 & 37 Vict. c. 66. -	Supreme Court of Judicature Act, 1873.	So much of sections three and sixteen as relates to the London Court of Bankruptcy, section six, section nine, section ten, so much of section thirteen as relates to additional judges of the Court of Appeal, section thirty-four from "all matters" pending in the London "Court of Bankruptcy" to "London Court of Bankruptcy," section thirty-five, section forty-eight, section fifty-three, section sixty-three, section sixty-eight, section sixty-nine, section seventy, section seventy-one, section seventy-two, section seventy-three, section seventy-four, and the whole of the schedule.

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Printers to the Queen's most Excellent Majesty. 1875.