

- (1) பக்கங்களின் எண்ணிக்கை _____
- (2) புதுக்கித் திருப்பிய நாள் _____
- (3) ஆதாரங் குறிப்பவர் சுருக்கொப்பம் _____

தமிழ்நாடு ஆவணக் காப்பகம்.

தமிழ்நாடு அரசு

சு. அ. சிவசுப்ரமணியன் துறை

அரசாணை எண். மு. கோப்புத் தாள் எண்.	330 61-62	அச்சகம் பலவகை
நாள் : 11 2 1881 199		

நாட்டி கையாளவோ சுபாது.

GOVERNMENT OF MADRAS.
JUDICIAL DEPARTMENT.

11th February 1881, No. 330.

Vice-Admiralty Courts.

Read the following paper:—

Read the following paper :—

No. 61. From F. C. DAUKES, Esq., Under Secretary to the Government of India, Home, Revenue, and Agricultural Department (Judicial), to the Chief Secretary to Government, dated Fort William, 4th February 1881, No. 198.

I acknowledge the receipt of your letter, No. 65, dated the 15th [illegible] paragraph 5

o. 61. Home, Revenue, and Agriculture
to Government, dated Fort William, 4th February 1881, No. 198.

I am directed to acknowledge the receipt of your letter, No. 65, dated the 15th ultimo, and with regard to paragraph 5 of the letter* therein enclosed from the

* No. 2579, dated 15th December 1880.

of the Madras High Court, I am to forward copy of a Minute

No. 61. *Home, Revenue, and Agriculture*
to Government, dated Fort William, 4th February 1881, No. 198.

I am directed to acknowledge the receipt of your letter, No. 65, dated the 15th ultimo, and with regard to paragraph 5 of the letter* therein enclosed from the

* No. 2579, dated 15th December 1880.

Acting Registrar of the Madras High Court, I am to forward copy of a Minute recorded by the Judges of the Calcutta High Court containing an expression of their opinion as to the advisability of extending the Vice-Admiralty Court at Calcutta the "Rules for the Vice-Admiralty Courts in Her Majesty's Possessions abroad."

I request that the Honorable the Chief Justice and Judges of the

2. I am to request that the Honorable the Chief Justice and Judges of the High Court, Madras, may be asked whether they concur in the opinion given by the Calcutta High Court, or whether they desire to offer any further remarks or suggestions on the subject.

ENCLOSURE No. 1.

Minute.

Minute.

We understand that it is intended to apply these rules to the Courts in India by order in Council, and that no question arises as to our power to make rules under the charter of the High Court,† and we think that although the rules in question do not accord with our Code

Patent, 1865, Clause 37.

† Letters Patent, 1865, Clause 37.

difference in matters of practice is more than counterbalanced by the advantage of having of Vice-Admiralty Rules which shall be uniform throughout Her Majesty's dominions.

Rules 136 to 142.—We think that in the case of the jurisdiction being exercised by one Judge provision should be made for an immediate appeal from his decision to a Bench consisting of two Judges. §

§ Letters Patent, 1865, Clause 15.

Rules 143 to 145.—We think that payments into and out of Court should be made in accordance with the procedure established in the case of suits tried in this Court in its ordinary original Civil jurisdiction.¶

Rules 597a et. seq.—Belchambers, p. 240.

Rule 179.—We think that the days when the Registry and the Marshal's office should be closed should correspond with the days when the other offices of this Court in its original side are closed, as the Registrar and Marshal will not be separate officers, but these appointments will be held as heretofore by some of the officers of the Court in its original jurisdiction.

We think that in the matter of affidavits, &c., the provisions of Act X of 1873 relating to oaths and affirmations should be made applicable.

செப்பவியுபவர பெயர்
செப்பவியுபவர தாது எடுத்தல்
கொள்கிறப்பட்ட நாள்
செப்பவியுபவர பெயர்
செப்பவியுபவர தாது எடுத்தல்
கொள்கிறப்பட்ட நாள்

* In the matter of the *Barron*.—Relchambers, p. 313.

The payment of fees in sterling money is already provided for, such fees being paid at the current rate of exchange.*

Signed)	RICHARD GARTH.
")	CHARLES PONTIFEX.
")	G. G. MORRIS.
")	J. SEWELL WHITE.
")	ALEXANDER T. MACLEAN.
")	ROMESH CHUNDER MITTER.
")	H. T. PRINSEP.
")	A. WILSON.
")	L. BROUGHTON.
")	C. D. FIELD.

No. 62.

ORDER THEREON, 11th February 1881, No. 330.

Communicated to the Honorable the Judges of the High Court, with request that their views may be stated at an early date for communication to the Government of India.

(True Extract.)

Chief Secretary.

To the Honorable the Judges of the High Court,
with copy of Rules (to be returned).

Exd J. Wright.

RULES

FOR THE

VICE-ADMIRALTY COURTS

IN

HER MAJESTY'S POSSESSIONS
ABROAD,

WITH

FORMS and TABLES OF FEES.



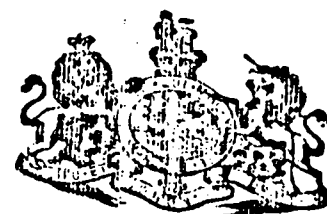
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PRINTERS TO THE QUEEN'S MOST EXCELLENT MAJESTY,
FOR HER MAJESTY'S STATIONERY OFFICE.

1879.

*Referred to in Judicial Letter to the
Govt of India, No. 3, dated 5th Feb 1880*

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7

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IN
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RULES

FOR THE

VICE-ADMIRALTY COURTS IN HER MAJESTY'S POSSESSIONS ABROAD.

1. In the construction of these rules, and of the forms and tables of fees annexed thereto, the following terms shall (if not inconsistent with the context or subject matter) have the respective meanings herein-after assigned to them; that is to say,—

- "Possession" shall mean any colony, plantation, settlement, island, or territory, being a part of Her Majesty's dominions, but not being within the limits of the United Kingdom of Great Britain and Ireland;
- "Court" shall mean any Vice-Admiralty court now existing or which shall hereafter be established in any Possession;
- "Registry" shall mean the registry of the court, or any district registry thereof;
- "Judge" shall mean the judge of the court, or any person lawfully authorised to act as judge thereof;
- "Registrar" shall mean the registrar of the court, or any deputy or assistant registrar thereof;
- "Marshal" shall mean the marshal of the court, or any deputy or assistant marshal thereof;
- "Action" shall mean any action, cause, suit, or other proceeding instituted in the court;
- "Counsel" shall mean any advocate, barrister-at-law, or other person entitled to plead in the court;
- "Solicitor" shall mean any proctor, solicitor, or attorney entitled to practise in the court;
- "Plaintiff" shall include the plaintiff's solicitor, if he sues by a solicitor;
- "Defendant" shall include the defendant's solicitor, if he appears by a solicitor;
- "Party" shall include the party's solicitor, if he sues or appears by a solicitor;
- "Ship" shall include every description of vessel used in navigation not propelled by oars only;
- "Oath" shall include solemn affirmation or statutory declaration;
- "Month" shall mean calendar month.

20. The notice of appearance shall be signed by the Party, and shall state his name and address, and an address, to be called an address for service, not more than three miles from the registry, at which it shall be sufficient to leave all documents required to be served upon him.

21. A Party may appear at any time before judgment; but if he does not appear until after the time limited for appearance by the writ of summons, he shall not, unless the judge otherwise orders, be entitled to any more time for filing pleadings, or for any other purpose, than if he had appeared in obedience to the writ of summons.

PARTIES

22. Any number of persons having interests of the same nature may be joined in the same action whether as Plaintiffs or as Defendants.

23. The judge may order any person who is interested in the action, though not named in the writ of summons, to come in either as Plaintiff or as Defendant.

24. For the purpose of the last preceding rule an underwriter or insurer shall be deemed to be a person interested in the action.

25. The judge may order upon what terms any person shall come in, and what notices and documents, if any, shall be given to and served upon him, and may give such further directions in the matter as to him shall seem fit.

CONSOLIDATION OF ACTIONS

26. Two or more actions in which the questions at issue are substantially the same, or for matters which might properly be combined in one action, may be consolidated by order of the judge upon such terms as to him shall seem fit.

27. The judge, if he thinks fit, may order one of several actions to be tried as a test action, and may order the other actions to be stayed to abide the result.

WARRANTS

28. In an action *in rem*, a warrant for the arrest of property may be issued by the registrar at the time of, or at any time after, the issue of the writ of summons, on an affidavit being filed, as prescribed by the following rules. A form of affidavit to lead warrant will be found in the Appendix hereto, No. 11.

29. The affidavit shall state the nature of the claim, and that the aid of the court is required.

30. The affidavit shall also state—

(a.) In an action for wages, the national character of the ship, and if the ship is foreign, that notice of the action has been served upon a consular officer of the State to which the ship belongs, if there is one resident in the Possession;

(b.) In an action for necessaries, or for building, equipping, or repairing any ship, the national character of the ship, and that, to the best of the deponent's belief, no owner or part owner of the ship was domiciled in the Possession at the time when the necessaries were supplied or the work was done;

(c.) In an action between co-owners relating to the ownership, possession, employment, or earnings of any ship registered in the Possession, the port at which the ship is registered and the number of shares in the ship owned by the party proceeding.

31. In an action for bottomry, the bottomry bond in original, and, if it is in a foreign language, a notarial translation thereof, shall be produced for inspection and perusal by the Registrar, and a copy of the bond, or of the translation thereof, certified to be correct, shall be annexed to the affidavit.

32. The registrar, if he thinks fit, may issue a warrant, although the affidavit does not contain all the prescribed particulars; and he may refuse to issue a warrant without the order of the judge.

33. The warrant shall be prepared in the registry, and shall be signed by the registrar, and issued under the seal of the court. A form of warrant will be found in the Appendix hereto, No. 12.

34. The warrant shall be served by the Marshal, or his officer, in the manner prescribed by these rules for the service of a writ of summons in an action *in rem*, and thereupon the property shall be deemed to be arrested.

35. The warrant shall be filed by the Marshal within *one week* after service thereof, with a certificate of service indorsed thereon.

36. The certificate shall state by whom the warrant has been served, and the date and mode of service, and shall be signed by the Marshal. A form of certificate of service will be found in the Appendix hereto, No. 13.

BAIL

37. Whenever bail is required to be given in pursuance of these rules, it shall be given by one or more bail bonds, each of which shall be signed by two sureties, of whose names and addresses notice shall have been previously served upon the adverse party. A form of notice of bail will be found in the Appendix hereto, No. 14.

38. Every bail bond shall be prepared in the registry and shall be signed before the registrar, or in his absence, or by his directions, before a clerk in the registry, or before a commissioner appointed to take bail. Forms of bail bond and commission to take bail will be found in the Appendix hereto, Nos. 15 and 16.

39. Sureties may attend to sign a bond either separately or together.

40. If bail is taken before a commissioner the sureties shall justify. A form of affidavit of justification will be found in the Appendix hereto, No. 17.

41. No commissioner, whether appointed under a special or standing commission, shall be entitled to take bail in any action in which he, or any person in partnership with him, is acting as solicitor or agent.

42. If the adverse party is not satisfied with the sufficiency of the sureties, he may file a notice requiring them to justify, if they have not already done so, or objecting to them. Forms of notice to justify and of objection to bail will be found in the Appendix hereto, Nos. 18 and 19.

RELEASES.

43. A release for property arrested by warrant may be issued by order of the judge.

44. A release may also be issued by the registrar, unless there is a caveat outstanding against the release of the property—

- (a.) On payment into court of the amount claimed, or of the appraised value of the property arrested;
- (b.) On one or more bail bonds being filed for the amount claimed, or for the appraised value of the property arrested; and on proof that twenty-four hours' notice of the names and addresses of the sureties has been previously served on the party at whose instance the property has been arrested;
- (c.) On the application of the party at whose instance the property has been arrested;
- (d.) On a consent in writing being filed signed by the party at whose instance the property has been arrested;
- (e.) On discontinuance of the action by the party at whose instance the property has been arrested.

45. Where property has been arrested for salvage, or for freight only, the release shall not be issued, except with consent of the party at whose instance the property has been arrested, or of the freight due thereon, as the case may be.

46. The registrar may refuse to issue a release without the order of the judge.

47. The release shall be prepared in the registry, and shall be signed by the registrar, and issued under the seal of the court. A form of release will be found in the Appendix hereto, No. 20.

48. The release shall be served on the Marshal by the party by whom it is taken out.

49. On service of the release and on payment to the Marshal of all fees due to and charges incurred by him in respect of the arrest and custody of the property, the property shall be at once released from arrest.

PRELIMINARY ACTS.

50. In an action for damage by collision, each party shall, within one week from an appearance being entered, file a Preliminary Act, sealed up, signed by the party, and containing a statement of the following particulars:—

- (1.) The names of the ships which came into collision, and the names of their masters;
- (2.) The time of the collision;
- (3.) The place of the collision;
- (4.) The direction and force of the wind;
- (5.) The state of the weather;
- (6.) The state and force of the tide;
- (7.) The course and speed of the ship when the other was first seen;
- (8.) The lights, if any, carried by her;
- (9.) The distance and bearing of the other ship when first seen;
- (10.) The lights, if any, of the other ship which were first seen;
- (11.) The lights, if any, of the other ship, other than those first seen, which came into view before the collision;
- (12.) The measures which were taken, and when, to avoid the collision;
- (13.) The parts of each ship which first came into collision;
- (14.) What fault or default, if any, is attributed to the other ship.

PLEADINGS.

51. Every action shall be heard without pleadings, unless the judge shall otherwise order.

52. If an order is made for pleadings, the Plaintiff shall, within one week from the date of the order, file his petition, and, within one week from the filing of the petition, the Defendant shall file his answer, and within one week from the filing of the answer the Plaintiff shall file his reply, if any; and there shall be no pleading beyond the reply, except by permission of the judge.

53. Either party may plead any set-off or counter-claim that he may have to the adverse party's claim.

54. Every pleading shall be divided into short paragraphs, numbered consecutively, which shall state concisely the facts and points of law, if any, on which the party filing it relies; and shall be signed by the party filing it. Forms of pleadings will be found in the Appendix hereto, No. 21.

55. It shall not be necessary to set out in any pleading the words of any document referred to therein, except so far as the precise words of the document are material.

56. Either party may apply to the judge to decide at once any question of fact or of law raised by any pleading, and the judge shall thereupon make such order as to him shall seem fit.

57. Any pleading may at any time be amended, either by consent of the parties; or by order of the judge.

INTERROGATORIES.

58. Upon application of any party who is desirous of obtaining the answers of the adverse party to any matters material to the issue, the judge may allow interrogatories to be administered, and may direct within what time and in what way they shall be answered, whether by affidavit or by oral examination.

59. The judge may order any interrogatory that he considers objectionable to be struck out. Forms of interrogatories and of answers will be found in the Appendix hereto, Nos. 22 and 23.

DISCOVERY AND INSPECTION.

60. The judge may order any party to an action to make discovery, on oath, of all documents which are in his possession or power relating to any matter in question therein.

61. The affidavit of discovery shall specify which, if any, of the documents therein mentioned, the party objects to produce. A form of affidavit of discovery will be found in the Appendix hereto, No. 24.

62. Any party to an action may file a notice to any other party to produce, for inspection or transcription, any document in his possession or power relating to any matter in question in the action. A form of notice to produce will be found in the Appendix hereto, No. 25.

63. If the party served with notice to produce omits or refuses to do so within the time specified in the notice, the adverse party may apply to the judge for an order to produce.

ADMISSION OF DOCUMENTS.

64. Any party may file a notice to any other party to admit any document (saving all just exceptions), and a party not admitting it after such notice shall be liable for the costs of proving the document, whatever the result of the action may be, unless the taxing officer is of opinion that there was sufficient reason for not admitting it.

65. No costs of proving any document shall be allowed, unless notice to admit shall have been previously given, or the taxing officer shall be of opinion that the omission to give such notice was reasonable and proper. A form of notice to admit will be found in the Appendix hereto, No. 26.

SPECIAL CASE.

66. Parties may agree to state the questions at issue for the opinion of the judge in the form of a special case.

67. If it appears to the judge that there is in any action a question of law which it would be convenient to have decided in the first instance, he may direct that it shall be raised in a special case or in such other manner as he may deem expedient.

68. Every special case shall be divided into paragraphs, numbered consecutively, and shall state concisely such facts and documents as may be necessary to enable the judge to decide the question at issue.

69. Every special case shall be signed by the parties, and may be filed by any party.

MOTIONS.

70. A party desiring to obtain an order from the judge shall file a notice of motion.

71. The notice of motion shall state the nature of the order desired, the day on which the motion is to be made, and whether in court or in chambers. A form of notice of motion will be found in the Appendix hereto, No. 27.

72. Except by consent of the adverse party, or by order of the judge, the notice of motion shall be filed *twenty-four hours* at least before the time at which the motion is made.

73. When the motion comes on for hearing, the judge, after hearing the parties, or, in the absence of any of them, on proof that the notice of motion has been duly served, may make such order as to him shall seem fit.

TENDERS.

74. A party desiring to make a tender in satisfaction of the whole or any part of the adverse party's claim, shall pay into court the amount tendered by him, and shall file a notice of the terms on which the tender is made.

75. Within a week from the filing of the notice the adverse party shall file a notice, stating whether he accepts or rejects the tender, and if he shall not do so, he shall be held to have rejected it. Forms of notice of tender and of notice accepting or rejecting it will be found in the Appendix hereto, Nos. 28 and 29.

76. Pending the acceptance or rejection of a tender, the proceedings shall be suspended.

EVIDENCE.

77. Evidence may be given either by affidavit or by oral examination upon oath, or partly in one mode, partly in another.

78. Evidence on a motion shall in general be given by affidavit, and at the hearing by the oral examination of witnesses; but the mode or modes in which evidence shall be given, either on any motion or at the hearing, may be determined either by consent of the parties, or by order of the judge.

79. The judge may order any person who has made an affidavit in an action to attend for cross-examination thereon before the judge, or the registrar, or a commissioner specially appointed.

80. Witnesses examined orally before the judge, the registrar, or a commissioner, shall be examined, cross-examined, and re-examined in such order as the judge, registrar, or commissioner may direct; and questions may be put to any witness by the judge, registrar, or commissioner, as the case may be.

81. If any witness is examined by interpretation, the interpreter shall previously be sworn faithfully to interpret. A form of oath to be administered to the interpreter will be found in the Appendix hereto, No. 30.

AFFIDAVITS.

82. Every affidavit shall be divided into short paragraphs numbered consecutively, and shall be in the first person.

83. The name, address, and description of every person making an affidavit shall be inserted therein.

84. The names of all the persons making an affidavit, and the dates when, and the places where it is sworn, shall be inserted in the jurat.

85. When an affidavit is made by any person who is blind, or who from his signature or otherwise appears to be illiterate, the person before whom the affidavit is sworn shall certify that

the affidavit was read over to the deponent, and that the deponent appeared to understand the same, and made his mark or wrote his signature thereto in the presence of the person before whom the affidavit was sworn.

86. The reception of any affidavit as evidence may be objected to, if the affidavit has been sworn before the solicitor for the party on whose behalf it is offered, or before a partner or clerk of such solicitor.

EXAMINATION DE BENE ESSE.

87. The judge may order that any witness, who cannot conveniently attend at the hearing, shall be examined *de bene esse* previously thereto, before either the judge, or the registrar, who shall have power to adjourn the examination from time to time, and from place to place, if he shall think necessary. A form of order for examination of witnesses *de bene esse* will be found in the Appendix hereto, No. 31.

88. If the witness cannot conveniently be examined before the judge or the registrar, the judge may order that he shall be examined before a commissioner specially appointed for the purpose.

89. The commissioner shall have power to swear any witnesses produced before him for examination, and to adjourn, if necessary, the examination from time to time, and from place to place. A form of commission to examine witnesses will be found in the Appendix hereto, No. 32.

90. The parties, their counsel and solicitors, may attend the examination, but, if counsel attend, the fees of only one counsel on each side shall be allowed on taxation, except by order of the judge.

91. The evidence of any witness examined *de bene esse* shall be taken down *in extenso*, and shall be certified as correct by the judge, registrar, or commissioner, as the case may be.

92. The certified evidence shall be lodged in the registry, or, if taken by commission, shall forthwith be transmitted by the commissioner to the registry, together with his commission. A form of return to commission to examine witnesses will be found in the Appendix hereto, No. 33.

93. As soon as the certified evidence has been received in the registry, it may be taken up and filed by either party, and may be used as evidence in the action, saving all just exceptions.

SHORTHAND WRITER.

94. The judge may order the evidence of the witnesses, whether examined before the judge, or the registrar, or a commissioner, to be taken down by a shorthand writer, who shall have been previously sworn faithfully to report the evidence, and a transcript of the shorthand writer's notes, certified by him to

be correct and approved by the judge, registrar, or commissioner, as the case may be, shall be lodged in or transmitted to the registry as the certified evidence of such witnesses. A form of oath to be administered to the shorthand writer will be found in the Appendix hereto, No. 34.

PRINTING.

95. The judge may order that the whole of the pleadings and written proofs, or any part thereof, shall be printed before the hearing; and the printing shall be in such manner and form as the judge shall order.

96. Preliminary Acts, if printed, shall be printed in parallel columns.

ASSESSORS.

97. The judge, on the application of any party, or without any such application if he considers that the nature of the case requires it, may order the attendance, at the hearing, of one or more nautical or other assessors to be appointed by him.

98. The fees of the assessors shall be paid in the first instance by the Plaintiff, unless the judge shall otherwise order.

SETTING DOWN FOR HEARING.

99. An action shall be set down for hearing by filing a notice for hearing. A form of notice for hearing will be found in the Appendix hereto, No. 35.

100. If there has not been any appearance, the Plaintiff may set down the action for hearing, on obtaining from the judge leave to proceed *ex parte*—

- (a) In an action *in personam*, or an action against proceeds in court, after the expiration of two weeks from the service of the writ of summons;
- (b) In an action *in rem* (not being an action against proceeds in court), after the expiration of two weeks from the filing of the warrant.

101. If there has been an appearance, either party may set down the action for hearing—

- (a) After the expiration of one week from the entry of the appearance, unless an order has been made for pleadings, or an application for such an order is pending;
- (b) If pleadings have been ordered, when the last pleading has been filed, or when the time allowed to the adverse party for filing any pleading has expired without such pleading having been filed.

As soon as the action has been set down for hearing, the Preliminary Acts, if any have been filed, shall be at once opened.

102. Where the writ of summons has been indorsed with a claim to have an account taken, or the liability has been admitted or determined, and the question is simply as to the amount due, the judge may, on the application of either party, fix a time within which the accounts and vouchers, and the proofs in support thereof, shall be filed, and at the expiration of that time either party may have the matter set down for hearing.

HEARING.

103. When a day has been fixed for the hearing, the registrar shall send notice thereof to the parties.

104. In contested actions the Plaintiff shall first address the court, and then produce his witnesses, if any. The other party or parties shall then address the court, and produce their witnesses, if any, in such order as the judge may direct, and shall have a right to sum up their evidence. In all cases where the Plaintiff begins he shall have the right to reply.

105. If the burden of proof lies on the Defendant, the judge may, if he thinks fit, direct the Defendant to begin, and in that case the Defendant shall have the right to reply.

106. Only one counsel shall in general be heard on each side; but the judge, if he considers that the nature of the case requires it, may allow two counsel to be heard on each side.

107. If the action is uncontested, the judge may, if he thinks fit, give judgment on the evidence adduced by the Plaintiff.

REFERENCES.

108. The judge may, if he thinks fit, refer the assessment of damages and the taking of any account to the registrar either alone, or assisted by one or more merchants as assessors.

109. The rules as to evidence, and as to the hearing, shall apply *mutatis mutandis* to a reference to the registrar, and the registrar may adjourn the proceedings from time to time, and from place to place, if he shall think necessary.

110. When a reference has been heard, the registrar shall draw up a report in writing of the result, showing the amount, if any, found due, and to whom, together with any further particulars that may be necessary. A form of the Report will be found in the Appendix hereto, No. 36.

111. When the report is ready, notice shall be sent to the parties, and either party may thereupon take up and file the report.

112. Within two weeks from the filing of the Registrar's Report, either party may file a notice of motion to vary the

Report, specifying the items objected to. If no notice of motion to vary is filed within that time the Report shall stand confirmed.

COSTS.

113. Costs shall be within the discretion of the judge, and any party in the action may be condemned in costs.

114. If any Plaintiff (other than a seaman suing for his wages or for the loss of his clothes and effects in a collision), or any Defendant making a counterclaim is not resident in the Possession, the judge may, on the application of the adverse party, order him to give bail for costs.

115. A party claiming an excessive amount, either by way of claim, or of set-off or counter-claim, may be condemned in all costs and damages thereby occasioned.

116. If a tender is rejected but is afterwards accepted, or is held by the judge to be sufficient, the party rejecting the tender shall, unless the judge shall otherwise order, be condemned in the costs incurred after tender made.

117. A party, who has not admitted any fact which in the opinion of the judge he ought to have admitted, may be condemned in all costs occasioned by the not-admission.

118. Any party pleading at unnecessary length or taking any unnecessary proceeding in an action may be condemned in all costs thereby occasioned.

TAXATION OF COSTS.

119. A party desiring to have a bill of costs taxed, shall file the bill, and, as soon as conveniently may be, the registrar shall send to the parties notice of the time at which the taxation will take place.

120. At the time appointed, if either party is present, the taxation shall be proceeded with.

121. Within one week from the completion of the taxation application may be made to the judge to review the taxation.

122. Costs may be taxed by the registrar, as well between solicitor and client, as between party and party.

123. If in a taxation between solicitor and client more than one sixth of the bill is struck off, the solicitor shall pay all the costs attending the taxation.

APPRAISEMENT AND SALE, &c.

124. The judge may, either before or after final judgment, order any property under the arrest of the court to be appraised, or to be sold with or without appraisement.

125. If the property is deteriorating in value, the judge may order it to be sold forthwith.

126. If the property to be sold is of small value, the judge may, if he thinks fit, order it to be sold without a commission of sale being issued.

127. The judge may, either before or after final judgment, order any property under arrest of the court to be removed, or any cargo under arrest on board ship to be discharged.

128. The appraisement, sale, and removal of property, the discharge of cargo, and the demolition and sale of a vessel condemned under any Slave Trade Act, shall be effected under the authority of a commission addressed to the marshal. Forms of commissions of appraisement, sale, appraisement and sale, removal, discharge of cargo, and demolition and sale, will be found in the Appendix hereto, Nos. 37 to 42.

129. The commission shall, as soon as possible after its execution, be filed by the marshal, with a return setting forth the manner in which it has been executed.

130. As soon as possible after the execution of a commission of sale, the marshal shall pay into court the gross proceeds of the sale, and shall with the commission file his accounts and vouchers in support thereof.

131. The registrar shall tax the marshal's account, and shall report the amount at which he considers it should be allowed; and any party who is interested in the proceeds may be heard before the registrar on the taxation.

132. Application may be made to the judge on motion to review the registrar's taxation.

133. The judge may, if he thinks fit, order any property under the arrest of the court to be inspected. A form of order for inspection will be found in the Appendix hereto, No. 43.

DISCONTINUANCE.

134. The Plaintiff may, at any time, discontinue his action by filing a notice to that effect, and the Defendant shall thereupon be entitled to have judgment entered for his costs of action on filing a notice to enter the same. The discontinuance of an action by a notice to enter the same shall not prejudice any action consolidated therewith or any counterclaim previously set up by the Defendant. Forms of notice of discontinuance and of notice to enter judgment for costs will be found in the Appendix hereto, Nos. 44 and 45.

CONSENTS.

135. Any consent in writing signed by the parties may, by permission of the registrar, be filed, and shall thereupon become an order of court.

APPEALS.

136. A party desiring to appeal from any decree or order of the judge shall file a notice of appeal within *fifteen days* from the date of the decree or order. A form of notice of appeal will be found in the Appendix hereto, No. 46.

137. Within *three months* from the filing of the notice of appeal the Appellant shall give bail in such sum, not exceeding £300, as the judge may order, to answer the costs of the appeal.

138. The judge may, notwithstanding the filing of the notice of appeal, proceed to carry the decree or order appealed from into effect, provided that the party in whose favour it has been made gives bail to abide the event of the appeal, and to answer the costs thereof, in such sum as the judge may order.

139. An appellant desiring to prosecute his appeal is to cause the registrar to be served with an inhibition and citation, and a motion for process, or is to take such other steps as may be required by the practice of the Appellate Court.

140. On service of the inhibition and citation all proceedings in the action will be stayed.

141. On service of the motion for process, the registrar shall forthwith prepare the process at the expense of the party ordering the same.

142. The process shall be signed by the registrar and sealed with the seal of the court, and shall be transmitted by the registrar to the registrar of the Appellate Court.

PAYMENTS INTO COURT.

143. All moneys to be paid into court shall be paid, upon receivable orders to be obtained in the registry, to the joint account of the judge and the registrar at some bank in the Possession. A form of receivable order will be found in the Appendix hereto, No. 47.

144. A bank receipt for the amount shall be filed, and thereupon the payment into court shall be deemed to be complete.

PAYMENTS OUT OF COURT.

145. Money shall not be paid out of court except upon an order signed by the judge. The party obtaining the order will, on signing a receipt to be prepared in the registry, receive a cheque for the amount, signed by the judge and the registrar, upon the bank in which the money has been lodged. A form of order for payment out of court will be found in the Appendix hereto, No. 48.

146. When the amount to be paid out of court does not exceed £200, the judge may order payment thereof to be made to the solicitor without the production of a power of attorney or authority from the person or persons entitled to receive the amount.

CAVEATS.

147. Any person desiring to prevent the arrest of any property may file a notice undertaking, within *three days* after being required to do so, to give bail to any action that may have been, or may be, instituted against the property, and thereupon a caveat warrant shall be entered. Forms of caveat warrant and of notice for caveat warrant will be found in the Appendix hereto, Nos. 49 and 50.

148. Any person desiring to prevent the release of any property under arrest, shall file a notice, and thereupon a caveat release shall be entered. Forms of caveat release and of notice for caveat release will be found in the Appendix hereto, Nos. 51 and 52.

149. Any person desiring to prevent the payment of money out of court shall file a notice, and thereupon a caveat payment shall be entered. Forms of caveat payment and of notice for caveat payment will be found in the Appendix hereto, Nos. 53 and 54.

150. If the person entering a caveat is not a party to the action, the notice shall state his name and address, and an address within three miles of the registry at which it shall be sufficient to have all documents required to be served upon him.

151. The entry of a caveat warrant shall not prevent the issue of a warrant, but a party at whose instance a warrant shall be issued for the arrest of any property in respect of which there is a caveat warrant outstanding, may be condemned in all costs and damages occasioned thereby, unless he shall show to the satisfaction of the judge good and sufficient reason to the contrary.

152. The party at whose instance a caveat release or caveat payment is entered, shall be condemned in all costs and damages occasioned thereby, unless he shall show to the satisfaction of the judge good and sufficient reason to the contrary.

153. A caveat shall not remain in force for more than *six months* from the date of entering the same.

154. A caveat may at any time be withdrawn by the person at whose instance it has been entered, on his filing a notice withdrawing it. A form of notice of withdrawal will be found in the Appendix hereto, No. 55.

155. The judge may overrule any caveat.

SUBPENAS.

156. Any party desiring to compel the attendance of a witness shall serve him with a subpoena, which shall be prepared by the party and issued under the seal of the court. Forms of subpoenas will be found in the Appendix hereto, Nos. 56 and 57.

157. A subpoena may contain the names of any number of witnesses, or may be issued with the names of the witnesses in blank.

158. Service of the subpoena must be personal, and may be made by the party or his agent, and shall be proved by affidavit.

ORDERS FOR PAYMENT.

159. On application by a party to whom any sum has been found due, the judge may order payment to be made out of any money in court applicable for the purpose.

If there is no such money in court, or if it is insufficient, the judge may order that the party liable shall pay the sum found due, or the balance thereof, as the case may be, within such time as to the judge shall seem fit. The party to whom the sum is due may then obtain from the registry and serve upon the party liable an order for payment under seal of the court. A form of order for payment will be found in the Appendix hereto, No. 58.

ATTACHMENTS.

160. If any person disobeys an order of the court, or commits a contempt of court, the judge may order him to be attached. A form of attachment will be found in the Appendix hereto, No. 59.

161. The person attached shall without delay be brought before the judge in court, and if he persists in his disobedience or contempt, the judge may order him to be committed. Forms of order for committal and of committal will be found in the Appendix hereto, Nos. 60 and 61.

The order for committal shall be executed by the marshal.

INSTRUMENTS, &c.

162. Every warrant, release, commission, attachment, and other instrument to be executed by any officer of, or commissioner acting under the authority of the court, shall be prepared in the registry and signed by the registrar, and shall be issued under the seal of the court.

163. Every document issued under the seal of the court shall bear date on the day of sealing, and shall be deemed to be issued at the time of the sealing thereof.

164. Every document requiring to be served shall be served within *six months* from the date thereof, otherwise the service shall not be valid.

165. Every instrument to be executed by the marshal shall be left with the marshal by the party at whose instance it is issued, with written instructions for the execution thereof.

NOTICES.

166. Notices sent from the registry may be sent by post, and the day on which the notice is posted shall be considered as the day of the service thereof, and the posting shall be a sufficient service.

FILING.

167. Documents shall be filed by leaving the same in the registry, with a minute stating the nature of the document, and the date of filing it. A form of minute on filing any document will be found in the Appendix hereto, No. 62.

168. Any number of documents in the same action may be filed with one and the same minute.

169. No document, except preliminary acts, bail bonds, documents issued from the registry, and minutes, shall be filed without a certificate indorsed thereon, signed by the party filing the same, that a copy thereof has been served upon the adverse party, if any.

TIME.

170. If the time for doing any act or taking any proceeding in an action expires on a Sunday, or on any other day on which the registry is closed, and by reason thereof such act or proceeding cannot be done or taken on that day, it may be done or taken on the next day on which the registry is open.

171. Where, by these rules or by any order made under them, any act or proceeding is ordered or allowed to be done within or after the expiration of a time limited from or after any date or event, such time, if not limited by hours, shall not include the day of such date or of the happening of such event, but shall commence on the next following day.

172. Where the time limited is less than *one week* it shall not include any day on which the registry is closed.

173. The judge may, on the application of either party, enlarge or abridge the time prescribed by these rules or by any order made under them for doing any act or taking any proceeding, upon such terms as to him shall seem fit, and any such enlargement may be ordered although the application for the same is not made until after the expiration of the time prescribed.

SITTINGS OF THE COURT.

174. The judge shall appoint proper and convenient times for sittings in court and in chambers, and may adjourn the proceedings from time to time and from place to place as to him shall seem fit.

REGISTRY.

175. The registry shall be open to suitors during fixed hours to be appointed by the judge.

176. The registrar shall obey all the lawful directions of the judge. He shall attend all sittings whether in court or in chambers, and shall take minutes of all the proceedings. He shall have the custody of all records of the court, and shall prepare all documents which are issued from the registry. He shall collect for the judge's use the fees payable to him. He shall not act as counsel or solicitor in the court.

MARSHAL.

177. The marshal shall execute by himself or his officer all instruments issued from the court which are addressed to him, and shall make returns thereof.

178. Whenever, by reason of distance or other sufficient cause, the marshal cannot conveniently execute any instrument in person, he shall employ some competent person as his officer to execute the same.

HOLIDAYS.

179. The days on which the registry and the marshal's office shall be closed, shall be Sundays, Good Friday, Easter Monday and Easter Tuesday, Christmas Day, and such days as are appointed by law or by the Governor of the Possession to be kept as holidays or fast days.

RECORDS OF THE COURT.

180. There shall be kept in the registry a book, to be called the minute book, in which shall be entered in order of date, under the head of each action, and on a page numbered with the number of the action, a record of the commencement of the action, of all appearances entered, all documents issued or filed, all acts done, and all orders and decrees of the court, whether made by the judge, or by the registrar, or by consent of the parties in the action. Forms of minute of order of court, of minute on examination of witnesses, of minute of decree, and of minutes in an action for damage by collision, will be found in the Appendix hereto, Nos. 63 to 66.

181. There shall be kept in the registry a caveat warrant book, a caveat release book, and a caveat payment book, in which all such caveats respectively and the withdrawal thereof shall be entered.

182. Any solicitor may, free of charge, inspect the minute and caveat books.

183. The parties to an action may, while the action is pending, and for *one year* after its termination, inspect, free of charge, all the records in the action.

184. Except as provided by the two last preceding rules, no person shall be entitled to inspect the records in a pending action without the permission of the registrar.

185. In an action which is terminated, any person may, on payment of a search fee, inspect the records in the action.

COPIES.

186. Any person entitled to inspect any document in an action shall, on payment of the proper charges for the same, be entitled to an office copy thereof under seal of the court.

187. All copies of documents, whether issued from the registry or otherwise, shall be counted and charged for at the rate of 72 words per folio, and every numeral, whether contained in columns or otherwise written, shall be counted and charged for as a word.

FORMS.

188. The forms annexed to these rules shall be followed with such variations as the circumstances may require, and any party using any other forms shall be liable for any costs occasioned thereby.

FEES.

189. Subject to the following rules, the fees set forth in the table of fees hereto annexed shall be allowed on taxation.

190. In all contested actions, where judgment is given for the Plaintiff, and he recovers a sum not exceeding £100, and in all actions where the value of the *res* does not exceed £100, one half only of the several fees set forth in the schedule hereto shall be allowed, unless the judge shall otherwise order.

191. The judge may in any action order that half fees only shall be allowed.

192. If the same practitioner acts as both counsel and solicitor in an action, he shall not for any proceeding be allowed to receive fees in both capacities, nor to receive a fee as counsel where the act of a solicitor only is necessary.

REPEALING CLAUSE.

193. From and after the _____ day of _____ 188 , except in regard to actions commenced before that day, the under-mentioned rules and regulations, together with all forms

thereto annexed, and all tables of fees now in force in any court shall be repealed; viz.:

(a.) The rules and regulations touching the practice to be observed in suits and proceedings in the several Courts of Vice-Admiralty abroad, established by an Order in Council of the 27th June 1832, and extended by subsequent Orders in Council to the several courts since established.

(b.) The twenty-fifth section of rules and regulations touching the practice to be observed in suits and proceedings in the several courts of Vice-Admiralty abroad, substituted in lieu of section 25 in the former rules and regulations, and established by an Order in Council of the 25th June 1851.

(c.) The additional rules and regulations for the several courts of Vice-Admiralty abroad, established by an Order in Council of the 6th July 1859.

COMMENCEMENT OF RULES.

194. These rules shall come into operation on the 1st day of 188 , and shall apply to all actions commenced on or after that day. Actions commenced before that day may, by consent of parties, and with permission of the judge, be continued under these rules on such terms as to the judge shall seem fit.

APPENDIX.

FORMS.

No. 1.

TITLE OF ACTION IN REM.

No. [here insert the number of the action].

A.B., Plaintiff,
against

- (a.) The Ship _____ and freight.
or (b.) The Ship _____, her cargo and freight.
or (c.) The Ship _____, her cargo and freight.
or (if the action is against cargo only),
(d.) The cargo ex the Ship [state name of ship on board of which the cargo now is or lately was laden].
or (if the action is against the proceeds realised by the sale of the Ship or cargo),
(e.) The proceeds of the Ship _____.
or (f.) The proceeds of the cargo ex the Ship _____.
or as the case may be.

Action for [state nature of action, whether for damage by collision, wages, bottomry, &c., as the case may be].

No. 2.

TITLE OF ACTION IN PERSONAM.

No. [here insert the number of the action].

A.B., Plaintiff,
against

The Owners of the Ship _____, [or as the case may be].

Action for [state nature of action as in preceding form].

No. 3.

TITLE OF ACTION IN THE NAME OF THE CROWN.

No. _____ [insert number of action].

Our Sovereign Lady the Queen.

[add, where necessary, in Her Office of Admiralty].

against

(a.) The Ship _____, [or as the case may be],

or,

(b.) A.B., &c. [the person or persons proceeded against].
Action for [state nature of action].

No. 4.

WRIT OF SUMMONS IN REM.

In the Vice-Admiralty Court of _____

(L.S.)

[Here insert title of action.]

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

To the owners and all others interested in the Ship _____
[her cargo and freight, &c., or as the case may be].We command you that, within *one week* after the service of this writ, exclusive of the day of such service, you do cause an appearance to be entered for you in Our Vice-Admiralty Court in the above-named action; and take notice that in default of your so doing the said action may proceed, and judgment may be given in your absence.

Given at _____ in Our said Court, under the seal thereof, this _____ day of _____ 18__.

Memorandum to be subscribed on the Writ.

This writ may be served within *six months* from the date thereof, exclusive of the day of such date, but not afterwards.

The Defendant (or Defendants) may appear hereto by entering an appearance (or appearances) either personally or by solicitor at the registry of the said court situate at _____

* NOTE.—In writs issued from a Vice-Admiralty Court in any of Her Majesty's Possessions in India, add here "Empress of India."

No. 5.

WRIT OF SUMMONS IN PERSONAM

In the Vice-Admiralty Court of _____

(L.S.)

[Here insert title of action.]

VICTORIA, by the grace of God, &c.

To C.D., of _____, and E.F., of _____

We command you that, within *one week* after the service of this writ, exclusive of the day of such service, you do cause an appearance to be entered for you in our Vice-Admiralty Court of _____, in the above-named action; and take notice that in default of your so doing the said action may proceed, and judgment may be given in your absence.

Given at _____ in Our said Court, under the seal thereof, this _____ day of _____ 18__.

Memorandum to be subscribed on the Writ.

This writ may be served within *six months* from the date thereof, exclusive of the day of such date, but not afterwards.

The Defendant (or Defendants) may appear hereto by entering an appearance (or appearances) either personally or by solicitor at the registry of the said court situate at _____

No. 6.

INDORSEMENTS TO BE MADE ON THE WRIT BEFORE ISSUE THEREOF.

(1.) The Plaintiff claims [insert description of claim as given in Form No. 7.]

(2.) This writ was issued by the Plaintiff in person, who resides at [state Plaintiff's place of residence, with name of street and number of house, if any].

or,

This writ was issued by C.D., of [state place of business] solicitor for the said Plaintiff.

(3.) All documents required to be served upon the said Plaintiff in the action may be left for him at [insert address for service within three miles of the registry].

or,

Where the action is in the name of the Crown.

(1.) A.B., &c., claims [insert description of claim as given in Form No. 7.]

(2) This writ was issued by A.B. [state name and address of person prosecuting in the name of the Crown, or his solicitor, as the case may be].

(3) All documents required to be served upon the Crown in this action may be left at [insert address for service within three miles of the registry].

No. 7.

INDORSEMENTS OF CLAIM.

(1.) Damage by collision:

The Plaintiffs as owners of the Ship "Mary" [her cargo and freight, &c., or as the case may be] claim the sum of £ _____ against the Ship "Jane" for damage occasioned by a collision which took place [state where] on the _____ day of _____ 18 ____.

(2.) Salvage:

The Plaintiffs, as the owners, master, and crew of the Ship "Mary," claim the sum of £ _____ for salvage services rendered by them to the Ship "Jane" [her cargo and freight, &c., or as the case may be] on the _____ day of _____ 18 ___, in or near [state where the services were rendered].

(3.) Pilotage:

The Plaintiff claims the sum of £ _____ for pilotage of the Ship "Jane" on the _____ day of _____ 18 ___, from [state where pilotage commenced] to [state where pilotage ended].

(4.) Towage:

The Plaintiffs, as owners of the Ship "Mary," claim the sum of £ _____ for towage services rendered by the said Ship to the Ship "Jane" [her cargo and freight, &c., or as the case may be], on the _____ day of _____ 18 ___, at or near [state where the services were rendered].

(5.) Master's wages and disbursements:

The Plaintiff claims the sum of £ _____, for his wages and disbursements as master of the Ship "Mary," and to have an account taken thereof.

(6.) Seamen's wages:

The Plaintiffs, as seamen on board the Ship "Mary," claim the sum of £ _____, for wages due to them, as follows:
to A.B., the mate, £30 for two months wages from the _____ day of _____ of _____ &c., &c.;
to C.D., able seaman £ _____ &c., &c.;
[and the Plaintiffs claim to have an account taken thereof.]

(7.) Necessaries, repairs, &c.:

The Plaintiffs claim the sum of £ _____, for necessaries supplied (or repairs done, &c. as the case may be) to the Ship "Mary" at the port of _____ on the _____ day of _____; [and the Plaintiffs claim to have an account taken thereof].

(8.) Possession:

(a) The Plaintiff, as sole owner of the Ship "Mary," of the port of _____, claims possession of the said Ship.

(b) The Plaintiff, as owner of 18-64 shares of the Ship "Mary" of the port of _____, claims possession of the said Ship as against C.D., owner of 16-64th shares of the same Ship.

(9.) Mortgage:

The Plaintiff, under a mortgage dated the _____ day of _____, claims against the proceeds of the Ship "Mary" the sum of £ _____, being the amount of his mortgage thereon, and £ _____ for interest.

(10.) Claims between Co-Owners:

(a) The Plaintiff, as part owner of the Ship "Mary," claims against C.D., part owner of the same Ship, the sum of £ _____ as part of the earnings of the said Ship due to the Plaintiff, and to have an account taken thereof.

(b) The Plaintiff, as owner of 24-64th shares of the Ship "Mary," being dissatisfied with the management of the said Ship by his co-owners, claims that his co-owners shall give bail in the sum of £ _____, the value of his said shares, for the safe return of the Ship to this colony [or possession].

(11.) Bottomry:

The Plaintiff, as assignee of a bottomry bond, dated the _____ day of _____, and granted by C.D., as master of the Ship "Mary" of _____, to A.B. at the port of _____, claims the sum of £ _____ against the Ship "Mary" [her cargo and freight, &c., or as the case may be].

(12.) Derelict:

A.B. claims to have the Derelict Ship "Mary" [or cargo, &c., or as the case may be,] condemned as forfeited to Her Majesty in Her Office of Admiralty.

(13.) Piracy:

A.B., as Commander of H.M.S. "Torch," claims to have the Chinese junk "Tecumseh" and her cargo condemned as forfeited to Her Majesty as having been captured from pirates.

(14.) Slave Trade:

A.B., as Commander of H.M.S. "London" claims to have the vessel, name unknown [together with her cargo and 12 slaves],

seized by him on the _____ day of _____ 18____, condemned as forfeited to Her Majesty, on the ground that the said vessel was at the time of her seizure engaged in or fitted out for the Slave Trade, in violation of existing treaties between Great Britain and Zanzibar (or of the Act 5 Geo. IV. c. 113, or as the case may be).

(15.) *Under Pacific Islanders Protection Acts:*

A.B., as Commander of H.M.S. "Lynx," claims to have the British Ship "Mary" and her cargo condemned as forfeited to Her Majesty, for violation of the Pacific Islanders Protection Acts, 1872 and 1875.

(16.) *Under Foreign Enlistment Act:*

A.B. claims to have the British Ship "Mary," together with the arms and munitions of war on board thereof, condemned as forfeited to Her Majesty for violation of the Foreign Enlistment Act, 1870.

(17.) *Under Customs Acts:*

A.B. claims to have the Ship "Mary" [or as the case may be] condemned as forfeited to Her Majesty for violation of [state Act under which forfeiture is claimed].

(18.) *Recovery of pecuniary forfeiture or penalty:*

A.B. claims judgment against the Defendant for penalties for violation of [state Act under which penalties are claimed].

No. 8.

CERTIFICATE OF SERVICE TO BE INDORSED ON THE WRIT
AFTER SERVICE THEREOF.

This writ was served by X.Y. [here state the mode in which the service was effected, whether on the owner, or on the ship, cargo, or freight, &c., as the case may be] on _____ the day of _____ 18____.

(Signed)

X.Y.

No. 9.

NOTICE OF APPEARANCE.
(By Defendant in person.)

In the Vice-Admiralty Court of _____

[Title of Action.]

Take notice that I appear in this action.

Dated this _____ day of _____ 18____.

(Signed) C.D., Defendant.

My address is _____

My address for service is _____

No. 10.

NOTICE OF APPEARANCE.
(By solicitor for Defendant.)

In the Vice-Admiralty Court of _____

[Title of Action.]

Take notice that I appear for C.D. of [insert address of C.D.] in this action.

Dated this _____ day of _____ 18____.

(Signed) X.Y.,
Solicitor for C.D.

My place of business is _____

My address for service is _____

No. 11.

AFFIDAVIT TO LEAD WARRANT.

In the Vice Admiralty Court of _____

[Title of Action.]

I, A.B., [state name and address] make oath and say that I have a claim against the Ship "Mary" for [state nature of claim].

And I further make oath and say that the said claim has not been satisfied.

On the _____ day of _____ 18____, }
the said A.B. was duly sworn to the } (Signed) A.B.
truth of this affidavit at _____

Before me,
E.F., &c.

or,

Where the action is in the name of the Crown,

I, A.B., &c. [state name and address of person suing in the name of the Crown] make oath and say that I claim to have the Ship "Mary" and her cargo [or the vessel, name unknown, or the cargo of the Ship "Mary," &c., or as the case may be] condemned to Her Majesty—

(a) as having been fitted out for or engaged in the Slave Trade in violation of [state Act or Treaty alleged to have been violated];

or (b) as having been captured from pirates;

or (c) as having been found Derelict;

or (d) for violation of [state Act alleged to have been violated] or as the case may be.

On the _____ day of _____ 18____, }
the said A.B. was duly sworn to the } (Signed) A.B.
truth of this affidavit at _____

Before me,
E.F., &c.

No. 12.

WARRANT.

In the Vice-Admiralty Court of _____

(L.S.) [Title of Action.]

VICTORIA, &c.

To the marshal of our Vice-Admiralty Court of _____
We hereby command you to arrest the ship _____
[her cargo and freight, &c., or as the case may be], and to keep
the same under safe arrest, until you shall receive further orders
from Us.

Given at _____ in our said court, under the seal
thereof, this _____ day of _____ 18____.

Warrant

Taken out by _____

(Signed)

E.F.,

Registrar.

No. 13.

CERTIFICATE OF SERVICE TO BE INDORSED ON THE WARRANT
AFTER SERVICE THEREOF.

This warrant was served by [state by whom and in what mode
service was effected] on _____ the _____
day of _____ 18____.

(Signed)

G.H.,

Marshal.

No. 14.

NOTICE OF BAIL.

In the Vice-Admiralty Court of _____

[Title of Action.]

Take notice that I tender the under-mentioned persons as bail
on behalf of [state name, address, and description of party for
whom bail is to be given, and whether Plaintiff or Defendant]
in the sum of [state sum in letters and figures] to answer
judgment in this action [or judgment and costs, or costs only,
or as the case may be].

Names, addresses, and descriptions of

SURETIES.

REFEREES.

(1) _____

(2) _____

Dated this _____ day of _____ 18____.

(Signed)

X.Y.

No. 15.

BAIL BOND.

In the Vice-Admiralty Court of _____

[Title of Action.]

Know all men by these presents that we [insert names, ad-
dresses, and descriptions of the sureties in full] hereby jointly
and severally submit ourselves to the jurisdiction of the said
Court, and consent that if the said [insert name of party for
whom bail is to be given, and state whether Plaintiff or De-
fendant,] shall not pay what may be adjudged against him in
the above-named action, with costs [or, for costs, if bail is to
be given only for costs], execution may issue against us, our

heirs, executors, and administrators, goods and chattels, for a sum not exceeding [state sum in letters] pounds.

This Bail Bond was signed by
the said _____
and _____
the sureties, the _____ day of
18____, in the registry
of the Vice-Admiralty Court of
_____ or as the case
may be,] at _____

Signatures of sureties.

Before me,

E.F.,

Registrar.

[or clerk in the registry, or Commis-
sioner to take bail, as the case may be.]

No. 16.

COMMISSION TO TAKE BAIL.

In the Vice-Admiralty Court of _____

(L.S.)

[Title of Action.]

VICTORIA, &c.

To [state name and description of Commissioner], greeting.

Whereas in the above-named action bail is required to be taken on behalf of [state name of party for whom bail is to be given, and whether Plaintiff or Defendant] in the sum of [state sum in letters] pounds, to answer judgment in the said action.

We therefore hereby authorise you to take such bail on behalf of the said _____ from two sufficient sureties, upon the bail bond hereto annexed, and to swear the said sureties to the truth of the annexed affidavits as to their sufficiency, in the form indorsed hereon.

And we command you, that upon the said bond and affidavits being duly executed and signed by the said sureties, you do transmit the same, attested by you, to the registry of our said court.

Given at _____ in our said court, under the seal
thereof, this _____ day of _____ 18____
(Signed) E.F.,
Registrar.

Commission to take bail

Taken out by _____

Form of Oath to be administered to each surety.

You swear that the contents of the affidavit, to which you
have subscribed your name, are true.

So help you God.

No. 17.

AFFIDAVIT OF JUSTIFICATION.

In the Vice-Admiralty Court of _____

[Title of Action.]

I [state name, address, and description of surety], one of the proposed sureties for [state name, address, and description of person for whom bail is to be given] make oath and say that I am worth more than the sum of [state in letters the sum in which bail is to be given] pounds after the payment of all my debts.

On the _____ day of _____
18____, the said _____
was duly sworn to the truth of
this affidavit at _____

Before me,

E.F., Registrar.

[or Commissioner, as the case may be.]

Signature of surety.

No. 18.

NOTICE TO JUSTIFY.

In the Vice-Admiralty Court of _____

[Title of Action.]

Take notice that I require [state name, address, and description of surety or sureties required to justify] to justify upon oath his [or their] sufficiency as a surety [or sureties] in the above-named action.

Dated the _____ day of _____ 18____.
(Signed) A.B.

No. 19.

NOTICE OF OBJECTION TO BAIL.

In the Vice-Admiralty Court of _____

[Title of Action.]

Take notice that I object to the bail proposed to be given by [state name, address, and description of surety or sureties objected to] in the above-named action.

Dated the _____ day of _____ 18____.
(Signed) A.B.

No. 20.

RELEASE.

In the Vice-Admiralty Court of _____

(L.S.)

[Title of Action.]

VICTORIA, &c.

To the marshal of our Vice-Admiralty Court of _____
greeting. Whereas by our warrant issued in the above-
named action on the _____ day of _____
18__, we did command you to arrest [state name and nature of
property arrested] and to keep the same under safe arrest until
you should receive further orders from us. We do hereby
command you to release the said [state name and nature of
property to be released] from the said arrest upon payment being
made to you of all fees due to and charges incurred by you in
respect of the arrest and custody thereof.

Given at _____, in Our said court, under the seal
thereof, _____ day of _____ 18__.

Release

Taken out by _____

(Signed)

E.F.

Registrar.

No. 21.

PLEADINGS.

(1.) In an Action for damage by collision:

a. (The "Atlantic.")

PETITION.

In the Vice-Admiralty Court of _____

[Title of Action.]

Writ issued _____

18__

1. Shortly before 7 p.m. on the 31st of January 1878, the brig "Anthes," of 234 tons register, of which the Plaintiff, George De Garis, was then owner, whilst on a voyage from Cardiff to Granville, in France, laden with coals, and manned with a crew of nine hands, all told, was about fifteen miles S.E. $\frac{1}{2}$ E. from the Lizard Light.
2. The wind at that time was about E.N.E., a moderate breeze, the weather was fine, but slightly hazy, and the tide was about slack water, and of little force. The "Anthes" was sailing under all plain sail, close hauled on the port tack, heading about S.E.,

and proceeding through the water at the rate of about five knots per hour. Her proper regulation side sailing lights were duly placed and exhibited and burning brightly, and a good look-out was being kept on board of her.

3. At that time those on board the "Anthes" observed the red light of a sailing vessel, which proved to be the "Atlantic," at the distance of about from one mile and a half to two miles from the "Anthes," and bearing about one point on her port bow. The "Anthes" was kept close hauled by the wind on the port tack. The "Atlantic" exhibited her green light and shut in her red light, and drew a little on to the starboard bow of the "Anthes," and she was then seen to be approaching and causing immediate danger of collision. The helm of the "Anthes" was thereupon put hard down, but the "Atlantic," although loudly hailed from the "Anthes," ran against and with her stem and starboard bow struck the starboard quarter of the "Anthes" abaft the main rigging, and did her so much damage that the "Anthes" soon afterwards sank, and was with her cargo wholly lost, and four of her hands were drowned.

4. There was no proper look-out kept on board the "Atlantic."

5. Those on board the "Atlantic" improperly neglected to take in due time proper measures for avoiding a collision with the "Anthes."

6. The helm of the "Atlantic" was ported at an improper time.

7. The said collision, and the damages and losses consequent thereon, were occasioned by the negligent and improper navigation of those on board the "Atlantic."

The Plaintiff claims—

1. A declaration that he is entitled to the damage proceeded for.
2. The condemnation of the Defendants [and their bail] in such damage and in costs.
3. To have an account taken of such damage with the assistance of merchants.
4. Such further or other relief as the nature of the case may require.

Dated the _____ day of _____ 18__.

(Signed) A.B., Plaintiff.

ANSWER AND COUNTER-CLAIM.

In the Vice-Admiralty Court of _____

[Title of Action.]

1. The Defendants are the owners of the Swedish barque "Atlantic," of 988 tons register, carrying a crew of nineteen hands

all told, and at the time of the circumstances herein-after stated bound on a voyage to Cardiff.

2. A little before 6.30 p.m., of the 31st of January 1878, the "Atlantic" was about fifteen miles S.E. by S. of the Lizard. The wind was E.N.E. The weather was hazy. The "Atlantic," under foresail, fore and main topsails, main topgallant sail, and jib, was heading about W.S.W., making from five to six knots an hour with her regulations light duly exhibited and burning, and a good look-out being kept on board her.

3. In these circumstances, the red lights of two vessels were observed pretty close together, about half mile off, and from two to three points on the starboard bow. The helm of the "Atlantic" was put to port in order to pass on the port sides of these vessels. One, however, of the vessels, which was the "Anthes," altered her course, and exhibited her green light, and caused danger of collision. The helm of the "Atlantic" was then ordered to be steadied, but before this order could be completed was put hard-a-port. The "Anthes" with her starboard side by the main rigging, struck the stem of the "Atlantic" and shortly afterwards sank, her master and four of her crew being saved by the "Atlantic."

4. Save as is herein-before admitted, the several statements in the Petition are denied.

5. The "Anthes" was not kept on her course as required by law.

6. The helm of the "Anthes" was improperly starboarded.

7. The collision was caused by one or both of the things stated in the fifth and sixth paragraphs hereof, or otherwise by the negligence of the Plaintiffs, or of those on board the "Anthes."

8. The collision was not caused or contributed to by the Defendants, or by any of those on board the "Atlantic."

And by way of Counter-claim, the Defendants say—
They have suffered great damage by reason of the collision.

And they claim as follows—

1. Judgment against the Plaintiff [and his bail] for the damage occasioned to the Defendants by the collision, and for the costs of this action.
2. To have an account taken of such damage with the assistance of merchants.
3. Such further and other relief as the nature of the case may require.

Dated the _____ day of _____ 18____
(Signed) C.D. &c., Defendants.

REPLY.

In the Vice-Admiralty Court of _____

[Title of Action.]

The Plaintiff denies the several statements contained in the Answer and Counter-claim, [or admits the several statements contained in paragraphs _____ and _____ of the Answer and Counter-claim, but denies the other statements contained therein].

Dated the _____ day of _____ 18____

(Signed) A.B., Plaintiff

b. (The "Julia David.")

PETITION.

In the Vice-Admiralty Court of _____

[Title of Action.]

Writ issued _____ 18____

1. At about 2 a.m. on the 4th day of September 1876, the steamship "Sarpedon," of 1,556 tons register, and 225 horse power, of which the Plaintiffs were owners, whilst on a voyage from Shanghai, and other ports to London, with a cargo of tea and other goods, was about eighty miles south west of Ushant.

2. The wind at such time was about south-west, the weather was a little hazy and occasionally slightly thick, and the "Sarpedon" was under steam and sail, steering north-east, and proceeding at the rate of about ten knots per hour. Her proper regulation masthead and side lights were duly exhibited and burning brightly, and a good look-out was being kept.

3. At such time the masthead and red lights of a steam vessel, which proved to be the above-named vessel "Julia David," were seen at the distance of about two miles from and ahead of the "Sarpedon," but a little on her port bow. The helm of the "Sarpedon" was ported and hard-a-ported, but the "Julia David" opened her green light to the "Sarpedon," and although the engines of the "Sarpedon" were immediately stopped, and her steam whistle was blown, the "Julia David" with her stem struck the "Sarpedon" on her port side, abreast of her red light, and did her so much damage that her master and crew were compelled to abandon her, and she was lost with her cargo. The "Julia David" went away without rendering assistance to those on board the "Sarpedon," and without answering signals which were made by them for assistance.

4. Those on board the "Julia David" neglected to keep a proper look-out.
5. Those on board the "Julia David" neglected to duly port the helm of the "Julia David."
6. The helm of the "Julia David" was improperly star-boarded.
7. The "Julia David" did not duly observe and comply with the provisions of Article 16 of the "Regulations for preventing collisions at sea."
8. The said collision was occasioned by the improper and negligent navigation of the "Julia David."

The Plaintiffs claim—

1. A declaration that they are entitled to the damage proceeded for, and the condemnation of the said steamship "Julia David," and the Defendants therein, and in costs.
2. To have an account taken of such damage with the assistance of merchants.
3. Such further and other relief as the nature of the case may require.

Dated the _____ day of _____ 18 ____.

(Signed) A.B. &c., Plaintiffs.

ANSWER AND COUNTER-CLAIM.

In the Vice-Admiralty Court of _____

[Title of Action.]

1. The Defendants are the owners of the Belgian screw steamship "Julia David," of about 1,274 tons register, and worked by engines of 140 horse power nominal, with a crew of thirty hands, which left Havre on the 2nd of September 1876, with a general cargo, bound to Alicante and other ports in the Mediterranean.
2. About 2.45 a.m. of the 4th of September 1876, the "Julia David," in the course of her said voyage, was in the Bay of Biscay. The weather was thick with a drizzling rain, and banks of fog and a stiff breeze blowing from S.S.W., with a good deal of sea. The "Julia David," under steam alone, was steering S.S.W. $\frac{1}{2}$ W. by bridge steering compass, or S.W. $\frac{1}{2}$ W. magnetic, and was making about five knots an hour. Her regulation lights were duly exhibited and burning brightly, and a good look-out was being kept on board her.
3. In the circumstances aforesaid those on board the "Julia David" saw the green and masthead lights of a steamship, the "Sarpedon," about two miles off, and about two points

on the starboard bow. The "Julia David" was kept on her course. But after a short time the "Sarpedon" opened her red light and caused danger of collision. The helm of the "Julia David" was thereupon put hard a-port, and her engines stopped and almost immediately reversed full speed, but, nevertheless, the "Sarpedon" came into collision with the "Julia David," striking with the port side her stem and port bow, and doing her considerable damage.

4. The vessels separated immediately. The engines of the "Julia David" were then stopped, and her pumps sounded. She was making much water, and it was found necessary to turn her head away from the wind and sea. As soon as it could be done without great danger, she was steamed in the direction in which those on board her believed the "Sarpedon" to be, but when day broke and no traces of the "Sarpedon" could be discovered, the search was given up, and the "Julia David," being in a very disabled state, made her way to a port of refuge.

5. Save as herein-before appears, the several statements contained in the Petition are denied.

6. A good look-out was not kept on board the "Sarpedon."

7. The helm of the "Sarpedon" was improperly ported.

8. Those on board the "Sarpedon" improperly neglected or omitted to keep her on her course.

9. Those on board the "Sarpedon" did not observe the provisions of Article 16 of the "Regulations for Preventing Collisions at Sea."

10. The collision was occasioned by some or all of the matters and things alleged in the 6th, 7th, 8th, and 9th paragraphs hereof, or otherwise by the default of the "Sarpedon," or those on board her.

11. No blame in respect of the collision is attributable to the "Julia David" or to any of those on board her.

And by way of counter-claim the Defendants say that the collision caused great damage to the "Julia David."

And they claim—

- (1.) The condemnation of the Plaintiffs [and their bail] in the damage caused to the "Julia David" and in the costs of this action.
- (2.) To have an account taken of such damage with the assistance of merchants.
- (3.) Such further and other relief as the nature of the case may require.

Dated the _____ day of _____ 18 ____.

(Signed) C.D. &c., Defendants.

REPLY.

In the Vice-Admiralty Court of _____

[Title of Action.]

The Plaintiffs deny the several statements contained in the Answer and Counter-claim [or, as the case may be].

Dated the _____ day of _____ 18 ____.

(Signed) A. B. & Co., Plaintiffs.

(2.) In an Action for Salvage:

a. (The "Crosby.")

PETITION.

In the Vice-Admiralty Court of _____

[Title of Action.]

Writ issued _____ 18 ____.

1. The "Asia" is an iron screw steam ship of 902 tons net register tonnage, fitted with engines of 120 horse power nominal, is of the value of £15,000, and was at the time of the services herein-after stated manned with a crew of twenty-three hands under the command of George Hook Bawn, her master.

2. At about 9 a.m. on the 29th of April 1877, while the Asia—which was in ballast proceeding on a voyage to Nikolaev to load a cargo of grain—was between Odessa and Ochakov, those on board her saw a steam ship ashore on a bank situated about ten miles to the westward of Ochakov. The "Asia" immediately steamed in the direction of the distressed vessel which made signals for assistance.

3. On nearing the distressed vessel, which proved to be the "Crosby," one of the "Asia's" boats was sent to the "Crosby" in charge of the second mate of the "Asia," and subsequently the master of the "Crosby" boarded the "Asia," and at the request of the master of the "Crosby" the master of the "Asia" agreed to endeavour to tow the "Crosby" afloat.

4. The "Crosby" at this time was fast aground, and was lying with her head about N.N.W.

5. The master of the "Asia" having ascertained from the master of the "Crosby" the direction in which the "Crosby" had got upon the bank, the "Asia" steamed up on the starboard side of the "Crosby" and was lashed to her.

6. The "Asia" then set on ahead and attempted to tow the "Crosby" afloat, and so continued towing without effect until the hawser which belonged to the "Asia" broke.

7. The masters of the two vessels being then both agreed in opinion that it would be necessary to lighten the "Crosby" before she could be got afloat, it was arranged that the cargo from the "Crosby" should be taken on board the "Asia."

8. The "Asia" was again secured alongside the "Crosby" and the hatches being taken off cargo was then discharged from the "Crosby" into the "Asia," and this operation was continued until about 6 p.m., by which time about 100 tons of such cargo had been so discharged.

9. When this had been done both vessels used their steam, and the "Asia" tried again to get the "Crosby" off, but without success. The "Asia" then towed with a hawser ahead of the "Crosby," and succeeded in getting her afloat, upon which the "Crosby" steamed to an anchorage and then brought up.

10. The "Asia" steamed after the "Crosby" and again hauled alongside of her and commenced putting the transhipped cargo again on board the "Crosby," and continued doing so until about 6 a.m. of the 30th of April, by which time the operation was completed, and the "Crosby" and her cargo being in safety the "Asia" proceeded on her voyage.

11. By the services of the Plaintiffs the "Crosby" and her cargo were rescued from a very dangerous and critical position, as in the event of bad weather coming on whilst she lay aground she would have been in very great danger of being lost with her cargo.

12. The "Asia" encountered some risk in being lashed alongside the "Crosby," and she ran risk of also getting aground and of losing her charter, the blockade of the port of Nikolaev being at the time imminent.

13. The value of the hawser of the "Asia" broken as herein stated was £40.

14. The "Crosby" is an iron screw steam ship of 1,118 tons net (1,498 gross) register tonnage. As salvaged the "Crosby" and her cargo and freight have been agreed for the purposes of this action at the value of £41,092.

The Plaintiffs claim—

1. Such an amount of salvage, regard being had to the said agreement, as the Court may think fit to award.
2. The condemnation of the Defendants [and their bail] in the salvage and in costs.
3. Such further and other relief as the case may require.

Dated the _____ day of _____ 18 ____.

(Signed) A. B. & Co., Plaintiffs.

ANSWER.

In the Vice-Admiralty Court of _____

[Title of Action.]

1. The Defendants admit that the statement of facts contained in the Petition is substantially correct, except that the reshipment of the cargo on board the "Crosby" was completed by 4 a.m. on the 30th April.

2. The Defendants submit to the judgment of the Court to award such a moderate amount of salvage to the Plaintiffs under the circumstances aforesaid as to the said court shall seem meet.

(Signed) C.D. &c., Defendants.

REPLY.

In the Vice-Admiralty Court of _____

[Title of Action.]

The Plaintiffs deny the statement contained in the 1st paragraph of the Answer, that the shipment of the cargo was completed by 4 a.m. on the 30th April.

Dated the _____ day of _____ 18__.

(Signed) A.B. &c. Plaintiffs.

b. (The "Newcastle.")

PETITION.

In the Vice-Admiralty Court of _____

[Title of Action.]

Writ issued _____ 18__.

1. The "Emu" is a steam tug belonging to the Whitby Steam Boat Company, of six tons register, with engines of 40. horse-power nominal, and was at the time of the circumstances hereinafter stated manned by a crew of five hands.

2. Just before midnight on the 22nd of July 1876, when the "Emu" was lying in Whitby harbour, her master was informed that a screw steamship was ashore on Kettleness Point. He at once got up steam, but was not able, owing to the tide, to leave the harbour till about 1.45 a.m. of the 23rd.

3. About 2 a.m. the "Emu" reached the screw steamship, which was the "Newcastle," which was fast upon the rocks, with a kedge and warp out. The wind was about N., blowing fresh; the sea was smooth, but rising; the tide was flood.

4. The master of the "Emu" offered his services, which were at first declined by the master of the "Newcastle"; shortly afterwards the kedge warp broke and the "Newcastle" swung square upon the land and more upon the rocks. The master of the "Newcastle" then asked the master of the "Emu" to tow him off, and after some conversation it was agreed that the remuneration should be settled on shore.

5. About 3 a.m. those on board the Emu got a rope from the "Newcastle" on board, and began to tow. After some towing this rope broke. The tow line of the "Newcastle" was then got on board the "Emu," and the "Emu" kept towing and twisting the "Newcastle," but was unable to get her off till about 5 a.m., when it was near high water. The master of the "Emu" then saw that it was necessary to try a click or jerk in order to get the "Newcastle" off, and accordingly, at the risk of straining his vessel, he gave a strong click in a northerly direction, and got the "Newcastle" off.

6. The master of the "Emu" then asked if the "Newcastle" was making head, and was told a little only, but as he saw that the hands were at the pumps he kept the "Emu" by the "Newcastle" until she was abreast of Whitby. He then inquired again if any assistance was wanted, and being told that the "Newcastle" was all right, and should proceed on her voyage, he steamed the "Emu" back into Whitby harbour about 7 a.m.

7. About 8 a.m. a gale from N.E., which continued all that day and the next, came on to blow with a high sea. If the "Newcastle" had not been got off before the gale came on she would have gone to pieces on the rocks.

8. By the services aforesaid the "Newcastle" and her cargo and the lives of those on board her were saved from total loss.

9. The "Newcastle" is a screw steamship of 211 tons register, and was bound from Newcastle to Hull with a general cargo and 19 passengers. The value of the "Newcastle," her cargo and freight, including passage money, are as follows:—

The "Newcastle," £3,000; her cargo, £1,500; freight and passage money, £65;—in all, £4,565.

The Plaintiffs claim—

1. The condemnation of the Defendants [and their bail] in such an amount of salvage remuneration as to the Court may seem just, and in the costs of this action.
2. Such further and other relief as the nature of the case may require.

Dated the _____ day of _____ 18__.

(Signed) A.B. &c. Plaintiffs.

ANSWER.

In the Vice-Admiralty Court of _____

[Title of Action.]

1. At about 6.45 p.m. on the 22nd of July 1876, the iron screw steamship "Newcastle," of 211 tons register, propelled by engines of 45 horse-power, and manned by 12 hands, her master included, whilst proceeding on a voyage from Newcastle to Hull with cargo and passengers, ran aground off Kettleness Point, on the coast of Yorkshire.

2. The tide at this time was the first quarter ebb, the weather was calm, and the sea was smooth, and the "Newcastle," after grounding as aforesaid, sat upright and lay quite still, heading about E.S.E. Efforts were then made to get the "Newcastle" again afloat by working her engines, but it was found that this could not be done in the then state of the tide.

3. At about 10 p.m. of the said day a kedge, with a warp attached to it, was carried out from the "Newcastle" by one of her own boats and dropped to seaward, and such warp was afterwards hove taut and secured on board the "Newcastle" with the view of its being hove upon when the flood tide made. Several cables came to the "Newcastle" from Runswick, and the men in them offered their assistance, but their services, not being required, were declined.

4. At about 2 a.m. of the following morning the steam tug "Emu," whose owners, master, and crew are the Plaintiffs in this action, came to the "Newcastle" and offered assistance, which was also declined.

5. The flood tide was then making, and by about 2.45 a.m. the "Newcastle" had floated forward, and attempts were made to get the stern of the "Newcastle" also afloat, and the warp attached to the aforesaid kedge was attempted to be hove in, but the said warp having parted, the master of the "Newcastle" endeavoured ineffectually to make an agreement with the master of the "Emu" to assist in getting the "Newcastle" afloat, and at about 3 a.m. a rope was given to the "Emu" from the port bow of the "Newcastle," and directions were given to the "Emu" to keep the head of the "Newcastle" to the eastward in the same way as it had been kept by the aforesaid kedge anchor and warp. The "Emu" then set ahead and almost immediately the said rope was broken. A coir hawser was thereupon given to the "Emu," and those on board her were directed not to put any strain on it, but to keep the "Emu" paddling ahead sufficiently to steady the head of the "Newcastle," and to keep her head to the eastward. This the "Emu" did and continued to do until about 4.45 a.m., when the "Newcastle," by means of her own engines, was moved off from the ground, and the "Emu" was brought broad on the port bow of the "Newcastle," and the "Emu" had to stop towing and to shift the rope from her port bollard, where it was fast to her towing hook, but the

"Newcastle" continuing to go ahead, the said rope had to be let go on board the "Emu," and it was then hauled in on board the "Newcastle." The "Newcastle," under her own steam, then commenced proceeding south, the wind at the time being N.N.W. and light, and the weather fine. It was afterwards ascertained that the "Newcastle" was making a little water in her afterhold, and her hand pumps were then worked, and they kept the "Newcastle" free.

6. The "Emu" proceeded back with the "Newcastle" as far as Whitby, and the "Newcastle" then continued on her voyage and arrived in the Humber at about 2.45 p.m. of the same day.

7. During the time aforesaid the master, crew, and passengers of the "Newcastle" remained on board the "Newcastle," and no danger was incurred in their so doing.

8. Save as herein appears the Defendants deny the truth of the several statements contained in the Petition.

9. The Defendants have paid into Court and tendered to the Plaintiffs for their services the sum of £100, and have offered to pay their costs, and the Defendants submit that such tender is sufficient.

Dated _____ day of _____ 18__.

(Signed) C.D. &c., Defendants.

(3.) In an Action for distribution of salvage:

PETITION.

In the Vice-Admiralty Court of _____

[Title of Action.]

Writ issued _____ 18__.

1. Describe briefly the salvage services, stating the part taken in them by the Plaintiffs, and the capacity in which they were serving.

2. The sum of £_____ has been paid by the owners of the ship, &c. [state name of ship or other property salvaged] to the Defendants, as owners of the ship [state name of salvaging ship], and has been accepted by them in satisfaction of their claim for salvage, but the said Defendants have not paid and refuse to pay any part of that sum to the Plaintiffs for their share in the said salvage services.

The Plaintiffs claim —

1. An equitable share of the said sum of £_____, to be apportioned among them as the Court shall think fit, and the costs of this action.

2. Such other relief as the nature of the case may require.

Dated the _____ day of _____ 18__.

(Signed) A.B. &c., Plaintiffs.

(4) *In an Action for master's wages and disbursements:*a. (*"The Princess."*)

PETITION.

In the Vice-Admiralty Court of _____

[Title of Action.]

Writ issued _____ 18 ____.

1. The Plaintiff, on the 10th day of February 1877, was appointed by the owner of the British barque "*Princess*," proceeded against in this action, master of the said barque, and it was agreed between the Plaintiff and the said owner that the wages of the Plaintiff as master should be £10 per month.

2. The Plaintiff acted as master of the said barque from the said 10th day of February until the 25th day of October 1877, and there is now due to him for his wages as master during that time the sum of £85.

3. The Plaintiff as master of the said barque expended various sums of money for necessary disbursements on account of the said barque; and there is now due to him in respect of the same a balance of £35. 7s.

The Plaintiff claims—

1. A decree pronouncing the said sums, amounting in the whole to £120. 7s., to be due to him for wages and disbursements, and directing the said vessel to be sold and the amount due to him to be paid to him out of the proceeds.

2. Such further and other relief as the nature of the case may require.

Dated the _____ day of _____ 18 ____.

(Signed) _____ A.B., Plaintiff.

b. (*"The Northumbria."*)

PETITION.

In the Vice-Admiralty Court of _____

[Title of Action.]

Writ issued _____ 18 ____.

1. In or about the month of July 1873 the Plaintiff was engaged by the owners of the British ship "*Northumbria*" to serve on board her as her master, at wages after the rate of £13 per month, and he entered into the service of the said ship as her master accordingly, and thenceforward served on board her in that capacity and at that rate of wages until he was discharged as herein-after stated.

2. When the Plaintiff so entered into the service of the said ship she was lying at the port of North Shields in the county of Northumberland, and she thence sailed to Point de Galle, and thence to divers other ports abroad, and returned home to Cardiff, where she arrived on the 1st day of October 1875.

3. The "*Northumbria*," after having received divers repairs at Cardiff, left that port on the 5th day of November 1875 under command of the Plaintiff on a voyage, which is thus described in the ship's articles signed by the Plaintiff and her crew before commencing the same; viz., "A voyage from Cardiff to Bahia or Pernambuco, and any ports or places in the Brazils, or North or South America, United States of America, Indian, Pacific, or Atlantic Oceans, China or Eastern Seas, Cape Colonies, West Indies, or Continent of Europe, including the Mediterranean Sea or Seas adjacent, to and fro if required for any period not exceeding three years, but finally to a port of discharge in the United Kingdom or Continent of Europe."

4. The "*Northumbria*," after so leaving Cardiff, met with bad weather and suffered damage, and was compelled to put back to Falmouth for repairs before again proceeding on her voyage.

5. The Plaintiff was ready and willing to continue in the service of the "*Northumbria*," and to perform his duty as her master on and during the said voyage, but the Defendants, the owners of the "*Northumbria*," wrongfully and without reasonable cause discharged the Plaintiff on the 23rd day of November from his employment as master, and appointed another person as master of the "*Northumbria*" on the said voyage in the place of the Plaintiff, and thereby heavy damage and loss have been sustained by the Plaintiff.

6. The Plaintiff, whilst he acted as master of the "*Northumbria*," earned his wages at the rate aforesaid; and he also, as such master, made divers disbursements on account of the "*Northumbria*"; and there was due and owing to the Plaintiff in respect of such his wages and disbursements at the time of his discharge a balance of £108. 12s. 9d., which sum the Defendants without sufficient cause have neglected and refused to pay to the Plaintiff.

The Plaintiff claims—

1. Payment of the sum of £108. 12s. 9d., the balance due to the Plaintiff for his wages and disbursements, with interest thereon.

2. Ten days double pay, according to the provisions of section 187 of "*The Merchant Shipping Act, 1854*."

3. Damages in respect of his wrongful discharge by the Defendants.

4. The condemnation of the Defendants [and their bail] in the amounts claimed by or found due to the Plaintiff.

5. To have an account taken [with the assistance of merchants] of the amount due to the Plaintiff in respect of his said wages and disbursements, and for damages in respect of such wrongful discharge.

6. Such further and other relief as the nature of the case may require.

Dated the _____ day of _____ 18__.

(Signed) A.B., Plaintiff.

ANSWER.

In the Vice-Admiralty Court of _____

[Title of Action.]

1. The Defendants admit the statements made in the 1st, 2nd, 3rd, and 4th articles of the Plaintiff's petition.

2. Whilst the "Northumbria" was upon her voyage in the said 3rd article mentioned, and before and until she put into Falmouth, as in the said 4th article mentioned, the Plaintiff was frequently under the influence of drink.

3. During the night of the 10th November 1875 and the morning of the 11th November 1875, whilst a violent gale was blowing and the ship was in danger, the Plaintiff was wholly drunk, and was incapable of attending to his duty as master of the said ship; and in consequence of the condition of the Plaintiff much damage was done to the said ship, and the said ship was almost put ashore.

4. The damage in the 4th article of the Petition mentioned was wholly or in part occasioned by the drunken condition of the Plaintiff during the said voyage from Cardiff to Falmouth.

5. The Defendants having received information of the above facts on the arrival of the said ship at Falmouth, and having made due inquiries concerning the same, had reasonable and probable cause to and did discharge the Plaintiff from his employment as master of the said ship on the 23rd November 1875.

6. The Plaintiff, on the 12th day of November 1875, whilst the said ship was at Falmouth, wrongfully and improperly tore out and destroyed certain entries which had been made by the mate of the said ship in her log-book relating to the said voyage from Cardiff to Falmouth; and the Plaintiff substituted in the said log-book entries made by himself with intent to conceal the true facts of the said voyage from the Defendants.

7. The Defendants bring into Court the sum of £104 in respect of the Plaintiff's claim for wages and disbursements, and say that the said sum is enough to satisfy the Plaintiff's suit and claim in that behalf. The Defendants offered to pay the Plaintiff's costs to this time in respect of those two causes of action.

Dated the _____ day of _____ 18__.

(Signed) C.D., E.F., & G.H. Defendants.

REPLY.

In the Vice-Admiralty Court of _____

[Title of Action.]

The Plaintiff denies the several statements contained in the answer [or, as the case may be].

Dated the _____ day of _____ 18__.

(Signed) A.B., Plaintiff.

(5.) In an Action for seamen's wages:

PETITION.

In the Vice-Admiralty Court of _____

[Title of Action.]

Writ issued _____ 18__.

1. The Plaintiff, A.B., was engaged as mate of the British brig "Bristol," at the rate of £_____ per month, and in pursuance of that engagement served as mate on board the said brig from the _____ day of _____ 18__, to the _____ day of _____ 18__, and during that time as mate of the said brig earned wages amounting to £_____. After giving credit for the sum received by him on account, as shown in the schedule hereto, there remains due to him for his wages a balance of £_____.

2. The Plaintiffs C.D., E.F., and G.H. were engaged as able seamen on board the said brig, and having in pursuance of that engagement served as able seamen on board the said brig during the periods specified in the schedule hereto, earned thereby as wages the sums set forth in the same schedule, and after giving credit for the sums received by them, respectively, on account of the said wages, there remain due to them the following sums; namely,

To C.D. the sum of £_____.

To E.F. " £_____.

To G.H. " £_____.

3. The Plaintiffs I.K. and L.M. were engaged as ordinary seamen on board the said brig, and having served on board the same in pursuance of the said engagement during the periods specified in the schedule hereto, earned thereby the sums set forth in the same schedule, and after giving credit for the sums received by them respectively, on account of the said wages, there remain due to them the following sums; namely,

To I.K. the sum of £_____.

To L.M. " £_____.

SCHEDULE referred to above.

Wages due to A.B., mate, from the _____ 18____,
to the _____ 18____, _____ months and _____ days at
£ _____ per month.

Less received on account - £ _____ : _____ : _____

Balance due - £ _____ : _____ : _____

Wages due to C.D., able seaman, from the _____
18____, to the _____ 18____, _____ months and _____
days, at £ _____ per month.

Less received on account - £ _____ : _____ : _____

Balance due - £ _____ : _____ : _____

[and so on with the wages due to the other Plaintiffs].

The Plaintiffs claim—

1. The several sums so due to them respectively with the costs of this action.
2. Such double pay as they may be entitled to under sec. 187. of the Merchant Shipping Act, 1854.
3. Such other relief as the nature of the case may require.

Dated the _____ day of _____ 18____.

(Signed) A.B. &c., Plaintiffs.

(6.) In an Action for bottomry:

PETITION.

In the Vice-Admiralty Court of _____

[Title of Action.]

Writ issued _____ 18____.

1. In the month of July 1876, the Italian barque "Roma Capitale" was lying in the port of Rangoon in the Pegu Division of British Burmah, and Pietro Ozilia, her master, being in want of funds, was compelled to borrow on bottomry of the said barque and her freight from the Cassa Marittima di Genova the sum of £3,478 7s. 11d. for the necessary and indispensable repairs, charges, and supplies of the said vessel in the said port of Rangoon, and to enable her to prosecute her voyage from Rangoon to Akyab and thence to _____

2. Accordingly, by a bond of bottomry dated the 11th day of the said month of July and duly executed by him, the said Pietro Ozilia, in consideration of the sum of £3,478 7s. 11d. lent by the said Cassa Marittima di Genova upon the said adventure upon the said barque and freight at the maritime premium of 23 per cent., bound himself and the said barque and the freight to become payable in respect of the said voyage to pay to the said Cassa Marittima di Genova, their successors or assigns, the sum £4,278 8s. 7d. (which included the principal charges and the maritime interest due thereon), within 30 days after the said barque should arrive at her port of discharge; and the said bond provided that the said Cassa Marittima di Genova should take upon themselves the maritime risk of the said voyage.

3. The "Roma Capitale" has since successfully prosecuted her said intended voyage for which the aforesaid bond was granted, and arrived at _____ as her port of discharge on or about the 30th day of March 1877.

4. Before the issue of the writ in this action the said bond became due and payable, and was duly indorsed by the said Cassa Marittima di Genova to the Plaintiffs who thereby became and are the legal holders thereof, and the said sum of £4,278 8s. 7d. is now due and owing thereon to the Plaintiffs.

The Plaintiffs claim—

1. A declaration for the force and validity of the said bond.
2. The condemnation of the said barque "Roma Capitale" and her freight in the sum of £4,278 8s. 7d., with interest thereon at £4 per cent. per annum from the time when the said bond became payable, and in costs.
3. A sale of the said barque and the application of the proceeds of her sale and of her freight in payment to the Plaintiffs of the said amount and interest and costs.
4. Such further and other relief as the case may require.

Dated the _____ day of _____ 18____.

(Signed) A.B. &c., Plaintiffs.

(7.) *In an Action for mortgage:*

PETITION.

In the Vice Admiralty Court of _____

[Title of Action.]

Writ issued _____ 18__.

1. The above-named brigantine or vessel "Juniper" is a British ship belonging to the port of _____, of the registered tonnage of 109 tons or thereabouts, and at the time of the mortgage herein-after mentioned, Thomas Brock, of _____, was the registered owner of the said brigantine.

2. On the 4th day of July 1876, 32/64th parts or shares of the said brigantine were mortgaged by the said Thomas Brock to the Plaintiff, to secure the payment by the said Thomas Brock to the Plaintiff of the sum of £400, together with interest thereon at the rate of 5 per cent. per annum on or before the 1st day of July 1877.

3. The said mortgage of the "Juniper" was made by an instrument dated the 4th day of July 1876, in the form prescribed by the 66th section of the Merchant Shipping Act, 1854, and was duly registered in accordance with the provisions of the said Act.

4. No part of the said principal sum or interest has been paid, and there still remains due and owing to the Plaintiff on the said mortgage security the principal sum of £400, together with a large sum of money for interest and expenses, and the Plaintiff, although he has applied to the said Thomas Brock for payment thereof, cannot obtain payment without the assistance of this Court.

The Plaintiff claims—

1. Judgment for the said principal sum of £400, together with interest and expenses.
2. To have an account taken of the amount due to the Plaintiff.
3. Payment out of the proceeds of the said brigantine now remaining in Court, of the amount found due to the Plaintiff, together with costs.
4. Such further and other relief as the nature of the case may require.

Dated the _____ day of _____ 18__.

(Signed) A.B., Plaintiff.

(8.) *In an Action between co-owners (for account):*

PETITION.

In the Vice-Admiralty Court of _____

[Title of Action.]

Writ issued _____ 18__.

1. The "Horlock" is a sailing ship of about 40 tons register, trading between _____ and _____.

2. By a bill of sale duly registered on the 11th day of June 1867, the Defendant, John Horlock, who was then sole owner of the above-named ship "Horlock," transferred to Thomas Worraker, of _____, 32/64th parts or shares of the ship for the sum of £320.

3. By a subsequent bill of sale duly registered on the 16th December 1876, the said Thomas Worraker transferred his said 32/64th shares of the ship to George Wright, the Plaintiff, for the sum of £175.

4. The Defendant, John Horlock, has had the entire management and the command of the said ship from the 11th day of June 1867 down to the present time.

5. The Defendant has from time to time up to and including the 24th September 1874, rendered accounts of the earnings of the ship to the afore-mentioned Thomas Worraker, but since the said 24th of September 1874 the Defendant has rendered no accounts of the earnings of the ship.

6. Since the 16th December 1876 the ship has continued to trade between _____ and _____, and the Plaintiff has made several applications to the Defendant, John Horlock, for an account of the earnings of the ship, but such applications have proved ineffectual.

7. The Plaintiff is dissatisfied with the management of the ship, and consequently desires that she may be sold.

The Plaintiff claims—

1. That the court may direct the sale of the said ship "Horlock."
2. To have an account taken of the earnings of the said ship, and that the Defendant may be condemned in the amount which shall be found due to the Plaintiff in respect thereof, and in the costs of this action.
3. Such further or other relief as the nature of the case may require.

Dated the _____ day of _____ 18__.

(Signed) A.B., Plaintiff.

ANSWER.

In the Vice-Admiralty Court of _____

[Title of Action.]

1. The Defendant denies the statements contained in paragraph 2 of the petition.
2. The Defendant further says that he never at any time signed any bill of sale transferring any shares whatever of the said ship "Hoorlock" to the said Thomas Worraker, and further says that if any such bill was registered as alleged on the 11th June in the said 2nd paragraph (which the Defendant denies) the same was made and registered fraudulently and without the knowledge, consent, or authority of the Defendant.
3. The Defendant does not admit the statements contained in the 3rd paragraph of the petition, and says that if the said Thomas Worraker transferred any shares of the said ship to the Plaintiff as alleged (which the Defendant does not admit), he did so wrongfully and unlawfully, and that he had not possession of or any right to or in respect of the said shares.
4. The Defendant denies the statements contained in paragraph 5 of the petition, and says that he never rendered any such accounts as alleged therein.
5. The Defendant does not admit the statements contained in paragraph 6 of the petition.

Dated the _____ day of _____ 18__

(Signed) C.D., Defendant.

REPLY.

In the Vice-Admiralty Court of _____

[Title of Action.]

The Plaintiff denies the several statements in the Answer.

Dated the _____ day of _____ 18__

(Signed) A.B., Plaintiff.

(9.) In an Action for Possession:

PETITION.

In the Vice-Admiralty Court of _____

[Title of Action.]

Writ issued _____ 18__

1. The Plaintiffs are registered owners of 44-64th shares in the British ship "Native Pearl," and such shares are held by them respectively as follows:—

Morgan Parsall Griffiths is owner of 16-64th shares, Edmund Nicholls of 8-64th shares, William Meager of 4-64th shares, Isaac Butler of 8-64th shares, and William Herbert of 8-64th shares.

2. The only owner of the said ship other than the Plaintiffs is John Nicholas Richardson, who is the registered owner of the remaining 20-64th shares of the said ship, and has hitherto acted as managing owner and ship's husband of the said ship, and has possession of and control over the said ship and her certificate of registry.

3. The Defendant, the said John Nicholas Richardson, has not managed the said ship to the satisfaction of the Plaintiffs, and has, by his management of her, occasioned great loss to the Plaintiffs; and the Plaintiffs in consequence thereof before the commencement of this action gave notice to the Defendant to cease acting as managing owner and ship's husband of the said ship, and revoked his authority in that behalf, and demanded from the Defendant the possession and control of the said ship and of her certificate of registry, but the Defendant has refused and still refuses to give possession of the said ship and certificate to the Plaintiffs, and the Plaintiffs cannot obtain possession of them without the assistance of this Court.

4. The Defendant has neglected and refused to render proper accounts relating to the management and earnings of the said ship, and such accounts are still outstanding and unsettled between the Plaintiffs and the Defendant.

The Plaintiffs claim—

1. Judgment giving possession to the Plaintiffs of the said ship and of her certificate of registry.
2. To have an account taken, with the assistance of merchants, of the earnings of the ship.
3. A sale of the Defendant's shares in the said ship.
4. Payment out of the proceeds of such sale of the balance (if any) found due to the Plaintiffs and of the costs of this action.
5. Such further and other relief as the nature of the case may require.

Dated the _____ day of _____ 18__

(Signed) A.B. &c., Plaintiffs.

(10.) *In an Action for Necessaries:*

PETITION.

In the Vice-Admiralty Court of _____

[Title of Action.]

Writ issued _____ 18__.

1. The Plaintiffs at the time of the occurrences herein-after mentioned carried on business at the port of _____ as bonded store and provision merchants and ship chandlers.

2. The "Sfactoria" is a Greek ship, and in the months of June, July, August, and September 1874 was lying in the said port of _____ under the command of one George Lazzaro, a foreigner, her master and owner, and in the said month of September she proceeded on her voyage to _____.

3. The Plaintiffs, at the request and by the direction of the said master, supplied during the said months of June, July, August, and September 1874, stores and other necessaries for the necessary use of the said ship upon the said then intended voyage to the value of £412 16s. 9d., for which sum an acceptance was given by the said George Lazzaro to the Plaintiffs; but on the 4th day of February 1875 the said acceptance, which then became due, was dishonoured, and the said sum of £412 16s. 9d., with interest thereon from the said 4th day of February 1875, still remains due and unpaid to the Plaintiffs.

4. In the month of August aforesaid the Plaintiffs, at the request of the said master, advanced to him the sum of £100 for the necessary disbursements of the said ship at the said port of _____, and otherwise on account of the said ship; and also at his request paid the sum of £11, which was due for goods supplied for the necessary use of the said ship on the said voyage; and of the sums so advanced and paid there still remains due and unpaid to the Plaintiffs the sum of £61, with interest thereon from the 5th day of January 1875, on which last-mentioned day a promissory note given by the said George Lazzaro to the said Plaintiffs for the said sum of £61 was returned to them dishonoured.

5. The Plaintiffs also at the said master's request, between the 1st of September 1874 and the commencement of this action, paid various sums amounting to £84 17s. for the insurance of their said debt.

6. The said goods were supplied and the said sums advanced and paid by the Plaintiffs upon the credit of the said ship, and not merely on the personal credit of the said master.

The Plaintiffs claim—

1. Judgment for the said sums of £412 16s. 9d., £61, and £84 17s., together with interest thereon.
2. That the Defendant [and his bail] be condemned therein, and in costs:

or

2. A sale of the said ship, and payment of the said sums and interest out of the proceeds of such sale, together with costs.
3. Such further and other relief as the case may require.

Dated the _____ day of _____ 18__.

(Signed) A.B. &c., Plaintiffs.

(11.) *In an Action for condemnation of a ship or cargo, &c.:*

PETITION.

In the Vice-Admiralty Court of _____

[Title of Action.]

Writ issued _____ 18__.

State briefly the circumstances of the seizure, or, if an Affidavit of the circumstances has been filed, refer to the Affidavit.

A.B. [state name of person suing in the name of the Crown] claims—

The condemnation of the said ship _____ [and her cargo, and of the said 7 slaves, or as the case may be], on the ground that the said ship, &c. was at the time of the seizure thereof fitted out for or engaged in the Slave Trade [or as having been captured from pirates, or for violation of the Act _____ s. _____ or as the case may be].

Dated the _____ day of _____ 18__.

(Signed) A.B.

(12.) *In a Piratical case, where the captors intend to apply for Bounty, add—*

A.B. further prays the Court to declare—

- (1.) That the persons attacked or engaged were pirates.
- (2.) That the total number of pirates so engaged or attacked was _____ of whom _____ were captured.
- (3.) That the vessel [or vessels and boats] engaged was [or were] _____ [and _____].

Dated the _____ day of _____ 18__.

(Signed) A.B.

(13.) *In an Action for recovery of any pecuniary forfeiture or penalty:*

PETITION.

In the Vice-Admiralty Court of _____
[Title of Action.]

Writ issued _____ 18__.

State briefly the circumstances, and the Act and section of Act, under which the penalty is claimed.

I, A.B. claim to have the Defendant condemned in a penalty of £ _____, and in the costs of this action.

Dated the _____ day of _____ 18__.

(Signed) A.B.

No. 22.

INTERROGATORIES.

In the Vice-Admiralty Court of _____

[Title of Action.]

Interrogatories on behalf of the Plaintiff A.B. [or Defendant C.D.] for the examination of the Defendants C.D. and E.F. [or Plaintiff A.B., or as the case may be].

1. Did not, &c.

2. Have not, &c.

The Defendant C.D. is required to answer the interrogatories numbered _____.

The Defendant E.F. is required to answer the interrogatories numbered _____.

Dated the _____ day of _____ 18__.

(Signed) A.B. [or C.D., as the case may be].

No. 23.

ANSWERS TO INTERROGATORIES.

In the Vice-Admiralty Court of _____

[Title of Action.]

The answers of the Defendant C.D. [or Plaintiff A.B., &c.] to the interrogatories filed for his examination by the Plaintiff A.B. [or Defendant C.D., &c.]

In answer to the said interrogatories I, the above-named C.D. [or A.B., &c.], make oath and say as follows.

1. _____

2. _____

&c.

&c.

&c.

On the _____ day of _____

18__, the said C.D. [or A.B., &c.] was duly sworn to the truth of this affidavit at _____

Before me,

E.F., &c.

(Signed) C.D. [or A.B.]

No. 24.

AFFIDAVIT OF DISCOVERY.

In the Vice-Admiralty Court of _____

[Title of Action.]

I, the Defendant C.D. [or Plaintiff A.B., &c.], make oath and say as follows:

1. I have in my possession or power the documents relating to the matters in question in this action, set forth in the first and second parts of the first schedule hereto.

2. I object to produce the documents set forth in the second part of the said first schedule on the ground that [state grounds of objection, and verify the facts as far as may be].

3. I have had, but have not now, in my possession or power the documents relating to the matters in question in this action as set forth in the second schedule hereto.

4. The last-mentioned documents were last in my possession or power on [state when].

5. [Here state what has become of the last-mentioned documents, and in whose possession they now are.]

6. According to the best of my knowledge, information, and belief, I have not now, and never had in my possession, custody, or power, or in the possession, custody, or power of my solicitor or agent, or of any other person or persons on my behalf, any deed, account, book of account, voucher, receipt, letter, memorandum, paper, or writing, or any copy of or extract from any such document, or any other document whatsoever, relating to the matters in question in this action, or any of them, or wherein any entry has been made relative to such matters, or any of them, other than and except the documents set forth in the said first and second schedules hereto.

SCHEDULE No. I.

Part 1.

[Here set out documents.]

Part 2.

[Set out documents.]

SCHEDULE No. II.

[Set out documents.]

On the _____ day of _____
18____, the said C.D. [or A.B., &c.]
was duly sworn to the truth of
this affidavit at _____ } (Signed) C.D. [or A.B.]
Before me, _____
E.F., &c.

No. 25.

NOTICE TO PRODUCE

In the Vice-Admiralty Court of _____

[Title of Action.]

Take notice that the Plaintiff A.B. [or Defendant C.D.] requires you to produce for his inspection, on or before the _____ day of _____, the following documents.

[Here describe the documents required to be produced.]

Dated _____ day of _____ 18____.

(Signed) _____ A.B., Plaintiff,
[or C. D., Defendant.]

To C.D., Defendant,
[or as the case may be].

No. 26.

NOTICE TO ADMIT.

In the Vice-Admiralty Court of _____

[Title of Action.]

Take notice that the Plaintiff A.B. [or Defendant C.D.] in this action proposes to adduce in evidence the several documents hereunder specified, and that the same may be inspected by the Defendant [or Plaintiff], his solicitor or agent, at _____ on _____, between the hours of _____ and _____; and the Defendant [or Plaintiff] is hereby required, within *forty-eight hours* from the last-mentioned hour, to admit that such of the said documents as are specified as originals were respectively written, signed, or executed, as they purport respectively to have been; that such as are specified as copies are true copies; and that such documents as are stated to have been served, sent, or delivered, were so served, sent, or delivered respectively; saving all just exceptions to the admissibility of all such documents as evidence in this action.

Description of Documents.	Dates.	Time and mode of service or delivery, &c.
[Here briefly describe documents.]	[Here state the date of each document.]	[Here state whether the original or a duplicate was sent by post, or served or delivered, and when and by whom.]
(1) Originals. (2) Copies.		

Dated the _____ day of _____ 18____.

(Signed) _____ A.B., Plaintiff [or C.D., Defendant].
To C.D., Defendant,
[or as the case may be].

No. 27.

NOTICE OF MOTION.

In the Vice-Admiralty Court of _____

[Title of Action.]

Take notice that on [state day of week] the _____ day of _____, the Plaintiff [or Defendant] will [by counsel, or by his solicitor, if the motion is to be made by counsel or solicitor] move the judge in court [or in chambers, as the case

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may be] to order that [state nature of order to be moved for. In a notice of motion to vary a report of the registrar, the items objected to must be specified].

Dated the _____ day of _____ 18 ____.

(Signed) A.B., Plaintiff [or C.D., Defendant].

No. 28.

NOTICE OF TENDER.

In the Vice-Admiralty Court of _____

[Title of Action.]

Take notice that I have paid into court, and tender in satisfaction of the Plaintiff's claim [or, as the case may be] [if the tender is for costs also, add including costs,] the sum of [state sum tendered, both in letters and figures, and on what terms, if any, the tender is made].

Dated the _____ day of _____ 18 ____.

(Signed) C.D., Defendant.

No. 29.

NOTICE ACCEPTING OR REJECTING TENDER.

In the Vice-Admiralty Court of _____

[Title of Action.]

Take notice that I accept [or reject] the tender made by the Defendant in this action.

Dated the _____ day of _____ 18 ____.

(Signed) A.B., Plaintiff.

No. 30.

INTERPRETER'S OATH.

You swear that you are well acquainted with the English and languages, and that you will faithfully interpret between the court and the witnesses.

So help you GOD.

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No. 31.

ORDER FOR EXAMINATION OF WITNESSES DE BENE ESSE.

In the Vice-Admiralty Court of _____

[Title of Action.]

On the _____ day of _____ 18 ____.

Before _____ Judge.

It is ordered that [state the names of the witnesses so far as it can be done], witnesses for the Plaintiff [or Defendant], shall be examined before the judge [or registrar], at [state place of examination], on [state day of week], the _____ day of _____ instant [or as the case may be], at _____ o'clock in the _____ noon.

(Signed) E.F.,
Registrar.

No. 32.

COMMISSION TO EXAMINE WITNESSES.

In the Vice-Admiralty Court of _____

(L.S.) [Title of Action.]

VICTORIA, &c.

To [state name and address of commissioner] greeting.

Whereas the judge of our Vice-Admiralty Court of _____ has decreed that a commission shall be issued for the examination of witnesses in the above-named action. We, therefore, hereby authorise you, upon the _____ day of _____ 18 ____, at _____, in the presence of the parties, their counsel, and solicitors, or, in the absence of any of them, to swear the witnesses who shall be produced before you for examination in the said action, and cause them to be examined, and their evidence to be reduced into writing. We further authorise you to adjourn, if necessary, the said examination from time to time, and from place to place, as you may find expedient. And we command you, upon the examination being completed, to transmit the evidence duly certified, together with this commission, to the registry of our said court.

Given at _____ in our said court, under the seal thereof, this _____ day of _____ 18 ____.

Commission to examine witnesses. (Signed) E.F.,
Taken out by _____ Registrar.

No. 33.

RETURN TO COMMISSION TO EXAMINE WITNESSES.

In the Vice-Admiralty Court of _____

[Title of Action.]

I A.B., the commissioner named in the commission hereto annexed, bearing date the _____ day of _____ 18____, hereby certify as follows:

(1.) On the _____ day of _____ 18____ I opened the said commission at _____, and in the presence of [state who were present, whether both parties, their counsel, or solicitors, or as the case may be], administered an oath to and caused to be examined the under-named witnesses who were produced before me on behalf of the [state whether Plaintiff or Defendant] to give evidence in the above-named action; viz.:

[Here state names of witnesses.]

(2.) On the _____ day of _____ 18____ I proceeded with the examinations at the same place [or, at some other place, as the case may be,] and in the presence of [state who were present, as above,] administered an oath to and caused to be examined the under-named witnesses who were produced before me on behalf of [state whether Plaintiff or Defendant] to give evidence in the said action, viz.:

[State names of witnesses.]

(3.) Annexed hereto is the evidence of all the said witnesses certified by me to be correct.

Dated the _____ day of _____ 18____

(Signed) G.H.,
Commissioner.

No. 34.

SHORTHAND WRITER'S OATH.

You swear that you will faithfully report the evidence of the witnesses to be produced in this action.

So help you GOD.

No. 35.

FOR HEARING.

In the Vice-Admiralty Court of _____

[Title of Action.]

Take notice that I set down this action for hearing.

Dated the _____ day of _____ 18____

(Signed) A.B., Plaintiff
[or C.D., Defendant.]

No. 36.

REGISTRAR'S REPORT.

In the Vice-Admiralty Court of _____

[Title of Action.]

To the Honourable the Judge of the Vice-Admiralty Court of _____

Whereas by your decree of the _____ 18____ you were pleased to pronounce in favour of the Plaintiff [or Defendant], and to condemn the Defendant [or Plaintiff] and the ship _____ [or as the case may be] in the amount to be found due to the Plaintiff [or Defendant] [and in costs], and you were further pleased to order that an account should be taken, and to refer the same to the registrar [assisted by merchants] to report the amount due:

Now, I do report that I have [with the assistance of *here state names and description of assessors, if any.*] carefully examined the accounts and vouchers and the proofs brought in by the Plaintiff [or Defendant] in support of his claim [or counter-claim], and having on the _____ day of _____ heard the evidence of [state names] who were examined as witnesses on behalf of the Plaintiff and of [state names] who were examined as witnesses on behalf of the Defendant, [and having heard the solicitors (or counsel) on both sides, or as the case may be], I find that there is due to the Plaintiff [or Defendant] the sum of £ _____ [state sum in letters and figures] together with interest thereon as stated in the schedule hereto annexed. I am also of opinion that the Plaintiff [or Defendant] is entitled to the costs of this reference [or as the case may be].

Dated _____ 18____

(Signed) E.F.,
Registrar.

SCHEDULE annexed to the foregoing report.

No.	Claimed.			Allowed.		
	£	s.	d.	£	s.	d.
1						
2						
3						
4						
5						
&c.						
Total						

With interest thereon from the _____ day of _____ 18____, at the rate of _____ per cent. per annum until paid.

(Signed) E.F. Registrar.

No. 37.

COMMISSION OF APPRAISEMENT.

In the Vice-Admiralty Court of _____

(L.S.)

[Title of Action.]

VICTORIA, &c.

To the marshal of our Vice-Admiralty Court of _____ greeting.

Whereas the judge of our said court has ordered that [state whether ship or cargo, and state name of ship and, if part only of cargo, state what part] shall be appraised.

We, the _____, hereby command you to reduce into writing an inventory of the said [ship or cargo, &c., as the case may be], and having chosen one or more experienced person or persons to swear him or them to appraise the same according to the true value thereof, and upon a certificate of such value having been reduced into writing, and signed by yourself and by the appraisers, to file the same in the registry of our said court, together with this commission.

Given at _____, in our said court, under the seal thereof, this _____ day of _____ 18____.

Commission of Appraisement.

(Signed) E.F. Registrar.

Taken out by _____

No. 38.

COMMISSION OF SALE.

In the Vice-Admiralty Court of _____

(L.S.)

[Title of Action.]

VICTORIA, &c.

To the marshal of our Vice-Admiralty Court of _____ greeting.

Whereas the judge of our said court has ordered that [state whether ship or cargo and state name of ship, and if part only of cargo, what part] shall be sold. We, therefore, hereby command you to reduce into writing an inventory of the said [ship or cargo, &c., as the case may be], and to cause the said [ship or cargo, &c.] to be sold by public auction for the highest price that can be obtained for the same.

And we further command you, as soon as the sale has been completed, to pay the proceeds arising therefrom into our said court, and to file an account sale signed by you, together with this commission.

Given at _____, in our said court, under the seal thereof, this _____ day of _____ 18____.

Commission of sale.

(Signed) E.F. Registrar.

Taken out by _____

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No. 39.

COMMISSION OF APPRAISEMENT AND SALE

In the Vice-Admiralty Court of _____

(L.S.) [Title of Action.]

VICTORIA, &c.

To the marshal of our Vice-Admiralty Court of _____
greeting.

Whereas the judge of our said court has ordered that [state whether ship or cargo, and state name of ship, and if part only of cargo, what part] shall be appraised and sold. We, therefore, hereby command you to reduce into writing an inventory of the said [ship or cargo, &c., as the case may be], and having chosen one or more experienced person or persons to swear him or them to appraise the same according to the true value thereof, and when a certificate of such value has been reduced into writing and signed by yourself and by the appraiser or appraisers, to cause the said [ship or cargo, &c., as the case may be] to be sold by public auction for the highest price, not under the appraised value thereof, that can be obtained for the same.

And we further command you, as soon as the sale has been completed, to pay the proceeds arising therefrom into our said court, and to file the said certificate of appraisement and an account sale signed by you, together with this commission.

Given at _____, in our said court, under the seal thereof, this _____ day of _____ 18____.

(Signed) E.F.,
Commission of appraisement and sale. Registrar.
Taken out by _____

No. 40.

COMMISSION OF REMOVAL

In the Vice-Admiralty Court of _____

(L.S.) [Title of Action.]

VICTORIA, &c.

To the marshal of our Vice-Admiralty Court of _____
greeting.

Whereas the judge of our said court has ordered that the [state name and description of ship] shall be removed from _____

to _____ on a policy of insurance in the sum of _____ being deposited in the registry of our said court; and whereas a policy of insurance for the said sum has been so deposited. We, therefore, hereby command you to cause the said ship to be removed accordingly. And we further command you, as soon as the removal has been completed, to file a certificate thereof, signed by you, in the said registry, together with this commission.

Given at _____, in our said court, under the seal thereof, this _____ day of _____ 18____.

(Signed) E.F.,
Commission of Removal. Registrar.
Taken out by _____

No. 41.

COMMISSION FOR DISCHARGE OF CARGO

In the Vice-Admiralty Court of _____

(L.S.) [Title of Action.]

VICTORIA, &c.

To the marshal of our Vice-Admiralty Court of _____
greeting.

Whereas the judge of our said court has ordered that the cargo of the ship _____ shall be discharged. We therefore hereby command you to discharge the said cargo from on board the said ship, and to put the same into some fit and proper place of deposit. And we further command you, as soon as the discharge of the said cargo has been completed, to file your certificate thereof in the registry of our said court, together with this commission.

Given at _____, in our said court, under the seal thereof, this _____ day of _____ 18____.

(Signed) E.F.,
Commission for discharge of cargo. Registrar.
Taken out by _____

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No. 42.

COMMISSION FOR DEMOLITION AND SALE

(In a Slave Trade case.)

In the Vice-Admiralty Court of _____

(LS.) [Title of Action.]

VICTORIA, &c.

To the marshal of our Vice Admiralty Court of _____
greeting.

We hereby command you, in pursuance of the decree of the judge of our said court to that effect, to cause the tonnage of the vessel _____ to be ascertained by rule No. 1 of the 21st section of the Merchant Shipping Act, 1854 [or by such rule as shall for the time being be in force for the admeasurement of British vessels], and further to cause the said vessel to be broken up, and the materials thereof to be publicly sold in separate parts (together with her cargo, if any) for the highest price that can be obtained for the same.

And we further command you, as soon as the sale has been completed, to pay the proceeds arising therefrom into our said court, and to file an account sale signed by you, and a certificate signed by you of the admeasurement and tonnage of the vessel, together with this commission.

Given at _____, in our said court, under the seal thereof, this _____ day of _____ 18__.

(Signed) E.F.,
Registrar.

Commission for demolition and sale.

Taken out by _____

No. 43.

ORDER FOR INSPECTION.

In the Vice-Admiralty Court of _____

[Title of Action.]

On the _____ day of _____ 18__.

Before _____ Judge.

The judge, on the application of [state whether Plaintiff or Defendant] ordered that the ship _____ should be inspected by [state whether by the marshal or by the assessors of the court, or, as the case may be,] and that a report in writing of the inspection should be lodged by him [or them] in the Registry.

(Signed) E.F.,
Registrar.

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No. 44.

NOTICE OF DISCONTINUANCE.

In the Vice-Admiralty Court of _____

[Title of Action.]

Take notice that this action is discontinued.

Dated the _____ day of _____ 18__.

(Signed) A.B., Plaintiff.

No. 45.

NOTICE TO ENTER JUDGMENT FOR COSTS.

In the Vice-Admiralty Court of _____

[Title of Action.]

Take notice that I apply to have judgment entered for my costs in this action.

Dated the _____ day of _____ 18__.

(Signed) C.D., Defendant.

No. 46.

NOTICE OF APPEAL.

In the Vice-Admiralty Court of _____

[Title of Action.]

Take notice that I, A.B., Plaintiff [or Defendant] appeal from the decree [or order] of the judge of the said Court made the _____ day of _____ 18__.

Dated the _____ day of _____ 18__.

(Signed) A.B., Plaintiff,
[or Defendant.]

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No. 47.

RECEIVABLE ORDER.

Registry of the Vice-Admiralty Court,

No.

£

18

Gentlemen,

I have to request that you will receive from [state name of person paying in the money] the sum of _____ pounds, shillings, and _____ pence, on account of [state name of ship or cargo, as the case may be], and place the same to the credit of the joint account of the judge and the registrar of the Vice-Admiralty Court of _____

(Signed)

E.F.

Registrar,

To [state name or style of bank to which the payment is to be made.]

No. 48.

ORDER FOR PAYMENT OUT OF COURT.

In the Vice-Admiralty Court of _____

[Title of Action.]

I _____, judge of the Vice-Admiralty Court of _____, hereby order payment of the sum of [state sum in letters and figures], being the amount [state whether found due for damages or costs, or tendered in the action or, as the case may be] to be made to [state name and address of party or solicitor to whom the money is to be paid] out of the [proceeds of sale of ship, &c., or as the case may be] now remaining in court.

Dated the _____ day of _____ 18 ____.

Witness,
E.F.
Registrar.

(Signed)

J.K.

Judge.

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No. 49.

NOTICE FOR CAVEAT WARRANT.

In the Vice-Admiralty Court of _____

Take notice that I, A.B. of _____ apply for a caveat against the issue of any warrant for the arrest of [state name and nature of property], and I undertake, within three days after being required to do so, to give bail in any action that may be or may have been instituted against the same in this Court in a sum not exceeding [state sum in letters] pounds, or to pay such sum into court.

My address for service is _____.

Dated the _____ day of _____ 18 ____.

(Signed) A.B.

No. 50.

CAVEAT WARRANT.

In the Vice-Admiralty Court of _____

[State Name of Ship, &c.]

Caveat entered this _____ day of _____ 18 ____ against the issue of any warrant for the arrest of [state name and nature of property] without notice being first given to [state name and address of person to whom, and address at which notice is to be given], who has undertaken to give bail in any action that may be commenced in the said court against the said [state name and nature of property].

On withdrawal of caveat add—

Caveat withdrawn the _____ day of _____ 18 ____.

No. 51.

NOTICE FOR CAVEAT RELEASE.

In the Vice-Admiralty Court of _____

[Title of Action.]

Take notice that I, A.B., Plaintiff [or Defendant] in the above-named action, apply for a caveat against the release of [state name and nature of property].

[If the person applying for the caveat is not a party to the action, he must also state his address and an address for service within three miles of the registry.]

Dated the _____ day of _____ 18 ____.

(Signed) A.B.

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No. 52.

CAVEAT RELEASE.

In the Vice-Admiralty Court of _____

[Title of Action.]

Caveat entered this _____ day of _____ 18____
 against the issue of any release of [state name and nature of
 property] by [state name and address of person entering caveat,
 and his address for service].

On withdrawal of caveat, call—

Caveat withdrawn this _____ day of _____ 18____.

No. 53.

NOTICE FOR CAVEAT PAYMENT.

In the Vice-Admiralty Court of _____

[Title of Action.]

Take notice that I, A.B., Plaintiff [or Defendant] in the above-
 named action, apply for a caveat against the payment of any
 money [if for costs, add for costs, or as the case may be] out of
 the proceeds of the sale of [state whether ship or cargo, and
 name of ship, &c.] now remaining in court, without notice being
 first given to me.

[If the person applying for the caveat is not a party to the
 action, he must also state his address, and an address for service
 within three miles of the registry.]

Dated the _____ day of _____ 18____.

(Signed) A.B.

No. 54.

CAVEAT PAYMENT.

In the Vice-Admiralty Court of _____

[Title of Action.]

Caveat entered this _____ day of _____ 18____
 against the payment of any money [if for costs, add for costs, or
 as the case may be] out of the proceeds of the sale of [state
 whether ship or cargo, and if ship, state name of ship, &c.] now
 remaining in court, without notice being first given to [state
 name and address of person to whom, and address at which,
 notice is to be given].

On withdrawal of the caveat, call—

Caveat withdrawn this _____ day of _____ 18____.

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No. 55.

NOTICE FOR WITHDRAWAL OF CAVEAT.

In the Vice-Admiralty Court of _____

[Title of Action.]

Take notice that I withdraw the caveat [state whether caveat
 warrant, release, or payment] entered by me in this action [or
 as the case may be].

Dated the _____ day of _____ 18____.

(Signed) A.B.

No. 56.

SUBPENA.

In the Vice-Admiralty Court of _____

(L.S.)

[Title of Action.]

VICTORIA, &c.

To _____ greeting.

We command you _____ that, all other
 things set aside, you appear in person before the judge [or the
 registrar, or G.H., a commissioner appointed by an order
 of our said Court] at _____ on
 the _____ day of _____ 18____, at _____ o'clock
 in the _____ noon of the same day, and so from day to day as
 may be required, and give evidence in the above-named action.
 And herein fail not at your peril.

Given at _____, in our said court, under the seal
 thereof, this _____ day of _____ 18____.

Subpœna.

Taken out by _____

No. 57.

SUBPENA DUCES TECUM.

The same as the preceding form, adding before the words
 "And herein fail not at your peril," the words "and that you
 bring with you for production before the said judge [or regis-
 trar or commissioner, as the case may be] the following
 documents; viz.,

[Here state the documents required to be produced.]

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No. 58.

ORDER FOR PAYMENT.

In the Vice-Admiralty Court of _____

(L.S.) [Title of Action.]

On the _____ day of _____ 18__

Before _____ Judge.

It is ordered that A.B. [Plaintiff or Defendant, &c.] do pay to C.D. [Defendant or Plaintiff, &c.] within _____ days from the date hereof the sum of £ _____ [state sum in letters and figures] being the amount [or balance of the amount] found due from the said A.B. to the said C.D. for [state whether for damages, salvage, or costs, or as the case may be] in the above-named action.

(Signed) E.F.,
Registrar.

No. 59.

ATTACHMENT.

In the Vice-Admiralty Court of _____

(L.S.) [Title of Action.]

VICTORIA, &c.

To the marshal of our Vice-Admiralty Court of _____ greeting.

Whereas the judge of our said court has ordered [state name and description of person to be attached] to be attached for [state briefly the ground of attachment].

We, therefore, hereby command you to attach the said _____, and to bring him before our said judge.

Given at _____, in our said court, under the seal thereof, this _____ day of _____ 18__

Attachment.

Taken out by _____

(Signed) E.F.,
Registrar.

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No. 60.

ORDER FOR COMMITTAL.

In the Vice-Admiralty Court of _____

(L.S.) [Title of Action.]

On the _____ day of _____ 18__

Before _____ Judge.

Whereas A.B. [state name and description of person to be committed] has committed a contempt of court in that [state in what the contempt consists] and, having been this day brought before the judge on attachment, persists in his said contempt, it is now ordered that he be committed to prison for the term of _____ from the date hereof, or until he shall clear himself from his said contempt.

(Signed) E.F.,
Registrar.

No. 61.

COMMITTAL.

To _____

Vice-Admiralty Court of _____ Receive into your custody the body [or bodies] of _____ herewith sent to you, for the cause herein-under written; that is to say, —

For [state briefly the ground of attachment].

Dated the _____ day of _____ 18__

Witness,

E.F.,

Registrar.

(Signed) J.K.,
Judge.

No. 62.

MINUTE ON FILING ANY DOCUMENT.

In the Vice-Admiralty Court of _____

[Title of Action.]

I, A.B. [state whether Plaintiff or Defendant], file the following documents; viz.,

[Here describe the documents filed.]

Dated the _____ day of _____ 18__

(Signed) A.B.

No. 63.

MINUTE OF ORDER OF COURT.

In the Vice-Admiralty Court of _____

[Title of Action.]

On the _____ day of _____ 18__.

Before _____ Judge.

The judge, on the application of [state whether Plaintiff or Defendant] ordered [state purport of order].

No. 64.

MINUTE ON EXAMINATION OF WITNESSES.

In the Vice-Admiralty Court of _____

[Title of Action.]

On the _____ day of _____ 18__.

Before _____ Judge.

A.B. [state whether Plaintiff or Defendant] produced as witnesses

[Here state names of witnesses in full.]

who, having been sworn [or as the case may be], were examined orally [if by interpretation, add by interpretation of _____].

No. 65.

MINUTE OF DECREE

In the Vice-Admiralty Court of _____

[Title of Action.]

On the _____ day of _____ 18__.

Before _____ Judge.

(1.) Decree for an ascertained sum:

The judge having heard [state whether Plaintiff and Defendant, or their counsel or solicitors, or as the case may be], and having been assisted by [state names and descriptions of assess-

sors, if any, pronounced that the sum of [state sum in letters and figures] is due to the Plaintiff [or Defendant], together with costs [if the decree is for costs]. And he condemned—

(a.) the Defendant [or Plaintiff] and the ship _____ [or cargo ex the ship _____, or proceeds of the ship _____, or of the cargo ex the ship _____, or as the case may be].

or

(b.) the Defendant [or Plaintiff] and his bail [if bail has been given] in the said sum [and in costs].

(2.) Decree for a sum not ascertained:

The judge having heard, &c. [as above] pronounced in favour of the Plaintiff [or Defendant] and condemned

(a.) the Defendant [or Plaintiff] and the ship _____ [or cargo, &c., or as the case may be]

or

(b.) the Defendant [or Plaintiff] and his bail [if bail has been given] in the amount to be found due to the Plaintiff [or Defendant] [and in costs]. And he ordered that an account should be taken, and

(a.) that all accounts and vouchers, with the proofs in support thereof, should be filed within _____ days [or as the case may be].

or

if he refers the assessment to the registrar,

(b.) referred the same to the registrar [assisted by merchants], to report the amount due, and ordered that all accounts, &c. [as above].

(3.) Decree on dismissal of action:

The judge having heard &c. [as above] dismissed the action [if with costs, add] and condemned the Plaintiff and his bail [if bail has been given] in costs.

(4.) Decree for condemnation of a derelict subject to salvage:

The judge, having heard, &c. [as above] pronounced the sum of [state sum in letters and figures] to be due to A.B., &c. for salvage, together with costs, and subject thereto condemned the said ship _____ [or cargo or proceeds of ship or of cargo, &c., as the case may be] as a droit and perquisite of Her Majesty in her office of Admiralty.

(5.) Decree in action for possession:

The judge having heard, &c., decreed that possession of the ship _____ should be given to the Plaintiff, and condemned the Defendant [and his bail] in costs.

(6.) Decree of condemnation in a slave trade action:

The judge having heard, &c. [as above], pronounced that the vessel, name unknown [or as the case may be], seized by H.M.S. "Torch" on the _____ day of _____ 18____, had been at the time of her seizure engaged in or fitted out for the slave trade contrary to the Treaties existing between Great Britain and _____ [or in violation of the Acts 5 Geo. IV. c. 113, and 36 & 37 Vict. c. 88., or as the case may be], and he condemned the said vessel [together with the slaves, goods, and effects on board thereof] as forfeited to Her Majesty [or condemned the said vessel and slaves as forfeited, &c., but ordered that the cargo should be restored to the claimant, or, as the case may be].

The judge further ordered that the said slaves [or the slaves then surviving], consisting of _____ men, _____ women, and _____ boys and _____ girls, should be delivered over to [state to whom, or how the slaves are to be disposed of].

If the vessel has been brought into port, add

The judge further ordered that the tonnage of the vessel should be ascertained by the rule in force for the admeasurement of British vessels, and that the vessel should be broken up, and that the materials thereof should be publicly sold in separate parts, together with her cargo [if any];

or

If the vessel has been abandoned or destroyed by the seizers prior to the adjudication, and the court is satisfied that the abandonment or destruction was justifiable, add

The judge further declared that, after full consideration by the court of the circumstances of the case, the seizers had satisfied the court that the abandonment [or destruction] of the vessel was inevitable or otherwise under the circumstances proper and justifiable.

(7.) Decree of Restitution in a slave trade Action:

The judge having heard, &c., pronounced that it had not been proved that the vessel _____ was engaged in or fitted out for the slave trade, and ordered that the said vessel should be restored to the claimant, together with the goods and effects on board thereof;

add, as the case may be,
but without costs or damages.

or

on payment by the said claimant of the costs incurred by the seizers in this Action;

or

and awarded to the said claimant costs and damages in respect of the detention of the said vessel, and [referred the same to the registrar (assisted by merchants) to report the amount thereof, and] directed that all accounts and vouchers with the proofs in support thereof, if any, should be filed within _____ days.

(8.) Decree in case of capture from pirates:

The judge having heard, &c., pronounced that the said junk "Tecumseh" [and her cargo] had been at the time of the capture thereof by H.M.S. "Torch" the property of pirates, and condemned the same as a droit and perquisite of Her Majesty in Her office of Admiralty;

or

pronounced that the said junk "Tecumseh" [and her cargo] had prior to her re-capture by H.M.S. "Torch," &c. been captured by pirates from the claimant [state name and description of former owner], and he decreed that the same should be restored to the said claimant as the lawful owner thereof, on payment to the re-captors of one-eighth part of the true value thereof in lieu of salvage. The judge also directed that the said junk [and her cargo] should be appraised;

If the junk, &c. has been captured after an engagement with the pirates, and if there is a petition for bounty, add

The judge further declared that the persons attacked or engaged by H.M.S. "Torch," &c. on the occasion of the capture of the said junk were pirates, that the total number of pirates so attacked or engaged was about _____, that _____ of that number were captured, and that the only vessel engaged was H.M.S. "Torch" [or, as the case may be].

(9.) Decree of condemnation under Pacific Islanders Protection Acts:

The judge, having heard, &c., pronounced that the ship _____ had been at the time of her seizure [or during the voyage on which she was met] employed [or fitted out for employment] in violation of the Pacific Islanders Protection Acts, 1872 and 1875, and he condemned the said ship _____ [and her cargo, and all goods and effects found on board, or as the case may be,] as forfeited to Her Majesty.

The judge further ordered that the said ship _____ [and her cargo, and the said goods and effects] should be sold by public auction, and that the proceeds should be paid into court.

(10) Decree of condemnation under Foreign Enlistment Act:

The judge, having heard, &c., pronounced that the ship _____ had been [built, equipped, commissioned, despatched, or used, as the case may be] in violation of the Foreign Enlistment Act, 1870, and he condemned the said ship _____ and her equipment [and the arms and munitions of war on board thereof, or as the case may be] as forfeited to Her Majesty.

(11.) Decree of condemnation under Customs or Revenue Acts:

The judge having heard, &c., condemned the ship _____ [or cargo or proceeds, &c., as the case may be] as forfeited to Her Majesty for violation of the Act [state what Act.]

(12.) Decree for pecuniary forfeiture or penalty under Customs Act or other Act:

The judge having heard, &c., pronounced the said goods to have been landed [or other illegal act to have been done] in violation of the Act [state what Act] and condemned the Defendant C.D. [the owner of the said goods, or as the case may be] in the penalty of £ _____ imposed by the said Act [and in costs].

No 66.

MINUTES IN AN ACTION FOR DAMAGE BY COLLISION.

A.B., &c.

against

The Ship "Mary."

18		
Jan. 3		A writ of summons [and a warrant] was [or were] issued to X.Y. on behalf of A.B., &c., the owners of the ship "Jane" against the ship "Mary" [and freight, or as the case may be] in an action for damage by collision. Amount claimed £1,000.
" 5		Y.Z. filed notice of appearance on behalf of C.D., &c., the owners of the ship "Mary."
" 6		X.Y. filed writ of summons.
" 7		The marshal filed warrant.
" 8		Y.Z. filed bailbond to answer judgment as against the Defendants [or as the case may be] in the sum of £1,000, with affidavit of service of notice of bail.
" 8		A release of the ship "Mary" was issued to Y.Z. for pleadings.
" 10		X.Y. filed preliminary Act [and notice of motion for pleadings].
" 10		Y.Z. filed preliminary Act.
" 10		The judge having heard solicitors on both sides [or as the case may be], ordered pleadings to be filed.

18
Jan. 11
" 14
" 15
" 16

X.Y. filed petition.

Y.Z. filed answer [and counterclaim].

X.Y. filed reply.

The judge having heard solicitors on both sides [or as the case may be] ordered both Plaintiffs and Defendants to file affidavits of discovery, and to produce, if required, for mutual inspection, the documents therein set forth within three days.

X.Y. filed affidavit of discovery.

Y.Z. filed affidavit of discovery.

X.Y. filed notice for hearing.

X.Y. produced as witnesses [state names of witnesses], who, having been sworn, were examined orally in court, the said [state names] having been sworn and examined by interpretation of [state name of interpreter] interpreter of the _____ language. Present [state names of assessors present, if any] assessors.

Y.Z. produced as witnesses, &c. [as above].

The judge having heard [state whether Plaintiffs and Defendants, or their counsel or solicitors, as the case may be], and having been assisted by [state names and descriptions of assessors, if any], pronounced in favour of the Plaintiffs [or Defendants] and condemned the Defendants [or Plaintiffs] and their bail [if bail has been given] in the amount to be found due to the Plaintiffs [or Defendants] [and in costs]. And he ordered that an account should be taken, and referred the same to the registrar [assisted by merchants] to report the amount due, and ordered that all accounts and vouchers, with the proofs in support thereof, should be filed within _____ days [or as the case may be].

Feb. 5

X.Y. filed statement of claim, with account and vouchers in support thereof [numbered 1 to _____], and affidavits of [state names of deponents, if any].

Y.Z. filed accounts and vouchers [numbered 1 to _____] in answer to claim.

X.Y. filed notice for hearing of reference.

X.Y. [or Y.Z.] filed registrar's report, &c.

Here insert address for service of documents required to be served on the Plaintiffs. Here insert address for service of documents required to be served on the Defendants.

Note.—The above minutes are given as such as might ordinarily be required in an action *in rem* for damage by collision, where pleadings have been ordered. In some actions many of these minutes would be superfluous. In others additional minutes would be required.

TABLES OF FEES TO BE TAKEN BY THE JUDGES, REGISTRARS,
MARSHALS, AND PRACTITIONERS, &c. OF THE VICE-
ADMIRALTY COURTS.

BY THE JUDGE.

	£	s.	d.
On administering any oath in Court or in Chambers	0	5	0
On examination before him of any witness <i>de bene esse</i>	1	0	0
On any motion in Chambers, to be paid by the party moving	0	10	0
On any motion in Court, to be paid by the party moving	1	0	0
On a final decree in an uncontested action, to be paid by the Plaintiff	1	0	0
On a final decree in a contested action, to be paid by the Plaintiff	5	0	0
On the assessment of damages, or taking of any account, if assessed or taken by the Judge, according to the case	1	0	0
On signing or certifying any document	0	5	0

BY THE REGISTRAR.

1. For preparing Instruments, &c.

For sealing any writ of summons or other document required to be sealed	0	2	6
For preparing any warrant, release, commission, attachment, or other instrument, required to be sealed, or any bail bond	0	10	0
For preparing a receivable order or a receipt for money to be paid out of court	0	5	0
For preparing any other document for every folio	0	2	0

Note.—The fees for preparing shall include drawing and fair copying or engrossing.

2. For Filing.

On filing any instrument or other document, except minutes and exhibits	0	5	0
---	---	---	---

3. For Evidence, &c.

For administering any oath, except before the judge	£	s.	d.
For taking down and certifying the evidence of any witness examined before him <i>de bene esse</i> , for every folio	0	2	6

Note.—Similar fees are to be taken by a commissioner for the examination of witnesses.

4. For the Hearing, &c.

On a final decree in an uncontested action, to be paid by the Plaintiff	0	10	0
On a final decree in a contested action, to be paid by the Plaintiff	1	0	0
For attendance before the judge when any order is made or act done, other than pronouncing a final decree, to be paid by the party moving	0	10	0

Note.—The above fees shall include the entry of the decree or order in the minute book.

5. For References.

For hearing any reference, according to the case	From	1	0	0
For preparing the report of a reference	To	5	0	0

Note.—The above fees shall be paid by the party preferring the claim.

6. For Assessors.

For each nautical or other assessor, whether at the hearing of an action, or upon any assessment of damages, or taking of an account, according to the case	From	1	0	0
	To	5	0	0

Note.—The above fees shall be paid by the Plaintiff or the party preferring the claim, as the case may be.

7. For Taxations.

For taxing a bill of costs:—			
If the bill does not exceed ten folios			
For every folio beyond ten	0	10	0
	0	1	0

8. For Office Copies, &c.

	£	s.	d.
For an office copy of any document, for every folio (in addition to the fee for sealing)	0	1	0
For a search of the records by any person not a party to the action	0	2	6

Note.—No search-fee is to be charged to a party to the action or to any seaman.

BY A COMMISSIONER TO TAKE BAIL

For attending the execution of any bail bond	0	10	0
For taking any affidavit of justification	0	2	6

BY THE MARSHAL

For executing any warrant or attachment	1	0	0
For keeping possession of any ship, goods, or ship and goods (to include the wages of a ship-keeper if required), for each day	0	5	0
On release of any ship, goods, or person from arrest	0	10	0
For executing any commission of appraisement, sale, or appraisement and sale, exclusive of the fees of the appraiser and auctioneer	1	0	0
For executing any other commission or instrument	1	0	0
On the gross proceeds of any ship, or goods, &c. sold by order of the court:—			
If not exceeding 100 <i>l.</i>	1	0	0
For every additional 100 <i>l.</i> or part thereof	0	10	0

Note.—Should the marshal or his officer be required to go any distance in execution of his duties, a reasonable sum may be allowed for travelling expenses in addition to the preceding fees.

BY THE SOLICITOR

Retaining fee			
For preparing a writ of summons (to include attendances in the registry for sealing the same)	0	10	0
For bespeaking and extracting any warrant or other instrument prepared in the registry (to include attendances)	0	10	0

	£	s.	d.
For taking instructions for a petition or answer	1	0	0
For drawing a petition or answer	1	0	0
For drawing any other pleading	0	10	0
For drawing any other document, for every folio	0	1	0
For fair-copying or engrossing any document, for every folio	0	0	6
For attending counsel in conference or consultation	0	10	0
For attending to fee counsel	0	10	0
For attendance on any motion before the judge:—			
If with counsel	0	10	0
If without counsel	1	0	0
For attending the examination of witnesses <i>de bene esse</i> , for each day:—			
If with counsel	1	0	0
If without counsel	2	0	0
For attendance at the final hearing for each day	From 1 0 0 To 3 0 0		
For attendance at the delivery of judgment, if reserved	0	10	0
For attendance at the hearing of a reference to the registrar for each day:—			
If with counsel	From 1 0 0 To 2 0 0		
If without counsel	From 1 0 0 To 5 0 0		
For any other necessary attendance before the judge, or in the registry, or on the marshal, or on the adverse party or solicitor, in the course of the action	0	5	0
<i>Note.</i> —Where more than one document can conveniently be filed, or one document can be filed and another bespoken, at the same time, the fee for one attendance only shall be allowed.			
For any necessary letter to the adverse party	0	3	6
For extracting and collating any office copy obtained from the registry, for every folio	0	0	4
For attending the taxation of any bill of costs, not exceeding ten folios	0	10	0
For every folio beyond ten	0	0	6

BY COUNSEL.

	p	s.	d.
Retaining fee	1	1	0
For settling any pleading, interrogatories, or answers, &c.	From 1	1	0
	To 4	4	0
For any necessary consultation in the course of the action	From 1	1	0
	To 2	2	0
For any motion	From 1	1	0
	To 3	3	0
For the examination of witnesses <i>de bene esse</i> , for each day	From 2	2	0
	To 4	4	0
For the final hearing of an uncontested action	2	2	0
For the final hearing of a contested action, for the first day	From 3	3	0
	To 10	10	0
For each day after the first	From 2	2	0
	To 5	5	0
For attending judgment if reserved	From 1	1	0
	To 2	2	0
For the hearing of a reference to the registrar, for each day	From 2	2	0
	To 5	5	0

Note.—Where the same practitioner acts as both counsel and solicitor, he may, for any proceeding in which a counsel's fee might be allowed, charge such fee in lieu of a solicitor's fee.

In re 2807/80.
In re 1649/81

File 330
of 11 Feb 1881

In re 919/80

24/15 (54)

Govt. of (1881) Madras
JUDICIAL.

To THE HONORABLE THE JUDGES
OF THE HIGH COURT.

Dated February, 11th.

From

Secy.

G.O., 11th February 1881, No. 330.

FEBRUARY.
Nos. 61-62.

Vice-Admiralty Courts.—Letter from the Government of India forwarding copy of a Minute by the Judges of the Calcutta High Court, containing their opinion as to the advisability of extending to the Vice-Admiralty Court at Calcutta the Rules for the Vice-Admiralty Courts in Her Majesty's Possessions abroad, communicated to the Honorable the Judges of the High Court for their remarks.

(1) Letter Patent, 1865, cl. 37

(2) Suits in the Vice-Admiralty Court are consistently for.

We understand that it is intended to apply these rules to the Court in India by order in Council and that no question arises as to our power to make rules under the Charter of the High Court (1), and we think that although the rules in question do not agree with our Code of Civil Procedure which has not been framed for suits in Vice-Admiralty Courts (2), the difference in matters of practice is more than counterbalanced by the advantage of having a code of Vice-Admiralty rules which shall be uniform throughout the Empire.

We are therefore of opinion
that these rules may be an-
nounced by the Court with
the following exceptions:

Rules 136 to 142.

We think that in the case
of the jurisdiction being
exercised by one Judge pro-
vision should be made for
an intermediate appeal
from his decision to a
Bench consisting of two
Judges. (2)

Rules 143 to 145.

We think that payments
into and out of Court should
be made in accordance with
the procedure established in
the case of suits tried in this
Court in its ordinary original
civil jurisdiction. (2)

Rule 177.

We think that the days

(2) *Sellers Patent, 1865, Ct. B.*

(2) *Rules 597 & 601, 602*

Prothonotary here to sub.

when the Registry and the
Marshals Office should be
closed should correspond with
the days when the other offices
of this Court in its original
side are closed, as the Registrar
and Marshal will not be
separate officers but these ap-
pointments will be held as
heretofore by some of the officers
of the Court in its original
jurisdiction.

We think that in the
matter of affidavits, &c., the
provisions of Act. 2 of 1873
relating to oaths and af-
firmations should be made
applicable.

The payment of fees in
sterling money is already
provided for, such fees being
paid at the current rate

of
the
said

of exchange 10-

Richard Gault
Charles Louisa
G. G. Morris
J. Sewell White
H. T. Maclean
Ramesh Chunder Miller
H. J. Pinsep
A. Wilson
L. Broughton
C. D. Tiele

True Copy

John A. Smith

Registrar - Home, R. V. S. Dept.

① In the matter of the Passion,
Belchambers p. 323

R. D.

9 FEB 81

1919 5
From J. C. Dainker Esquire,
Under Secy to the Govt of India;
To The Secretary to the Government
of Madras.
Fort William, the 4 February 1881.

re R. V. S. Dept.
Judicial

2577 of 15th Dec 1880

Sir,
I am directed to acknowledge
the receipt of your letter, 1st 5 dated 15th ultimo, and with regard to para. 2
of the letter wherein enclosed from the
Acting Registrar of the Madras High Court,
I am to forward copy of a minute, recorded
by the Judges of the Calcutta High Court
containing an expression of their opinion as
to the advisability of extending to the Vice
Admiralty Court at Calcutta the "Rule
for the Vice Admiralty Courts in Her
Majesty's Possessions abroad."

2. I am to request that the Honble
the Chief Justice and Judges of the High
Court, Madras, may be asked whether
they concur in the opinion given by the

Full High Court, or whether they be ultimately
to offer any further remarks or
questions on the subject.

Have the honor to be

Your most obd^t servant
J. W. D. K. S. J. of
S. H. A. S.

7 Dukes
The way to the Good of India. 11. 19. 81
P. M. E. 1/4 Feb-81

1/9 -

No: 410

Order of 11 Feb/81. Ex 8

Committed: to the Hon. the
Judges of the High Court with
request that their views
may be stated as a
date for coming to
of India. 1/12

the Hon. the Judges of the
High Court of India

64-65-15-1-11
28-2-7-11

G.O. of 1881 Madras.

Memorandum
judicial

G.O., 11 February 1881, No. 330.

Nos. 61-62

Vice-Admiral's Court. Letter from
the Secy of India forwarding copy of a
Minute ~~submitted~~ by the judges of the
Calcutta High Court, containing an
~~expression~~ ^{their} opinion as to the
advisability of extending to the Vice-
Admiral's Court at Calcutta the
Rules for the Vice-Admiralty Courts
in His Majesty's Colonies and command
to the Admiralty the Secy of the H.C. for
~~reference~~ ^{reference} ~~to the Admiralty~~ ^{to the Admiralty}
Early remarks.