

APPENDIX A.

No. 1 — WRIT OF SUMMONS.

Between A. B., Plaintiff,
and
C. D. and E. F., Defendants.

The defendant (or defendants) may appear hereto by entering an appearance (or appearances), either personally or by solicitor, in the chief clerk and registrar's office in St. John's.

Appendix A.
(Continued.)

No. 2—WRIT OF ATTACHMENT.

In the Supreme Court of Newfoundland.

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

VICTORIA, &c.

To the Sheriff of the _____ district and his Deputies,
Greeting:

We command that you attach the above named defendant by his lands and chattels, goods, debts and effects, that he do within four days (*eight* days, or the time directed by the Court or a Judge, as the case may be) after the service of this writ, with statement of claim on him, inclusive of the day of such service, cause an appearance and defence to be entered for him in this Court in this action; and notice is hereby given, that in default of his so doing, the plaintiff may proceed therein and judgment may be given in his absence.

Witness, &c.

By the Court, ..

(Signed), _____,
Commissioner.

(Name of Plaintiff or Plaintiff's Solicitor,
and his address.)

(If by order of Judge),

By order of Mr. Justice _____, for the sum of \$ _____.

No. 3—WRIT OF CAPIAS AD RESPONDENDUM.

In the Supreme Court of Newfoundland.

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

VICTORIA, &c.

To the Sheriff of the _____ District of Newfoundland and
his Deputies, Greeting:

We command that within one calendar month from the date hereof, and not after, without further order, you take the above named defendant and him safely keep unless and

until he shall have deposited with you the sum of \$ _____ or Appendix A. _____
 given bail to you, the said Sheriff, or given to the plaintiff a _____ (Continued.)
 bond or some other security satisfactory to the plaintiff to
 abide the judgment in this cause or until he be discharged
 in due course of law, * [and also to the end that he do
 within _____ days, (*as directed in preceding forms*), after
 service of this writ, with statement of claim, cause an ap-
 pearance and defence to be entered in this action; and
 notice is hereby given that in default of defendant so doing
 the plaintiff may proceed to judgment.]

Witness, &c.

By the Court,

(Signed), _____,

Commissioner.

(Name of Plaintiff or Plaintiff's Solicitor,
 and his address.)

By order of Mr. Justice _____, for the sum of \$ _____.

* N. B.—The remainder will be omitted when the arrest is made after ap-
 pearance and before judgment.

NO 4.—WRIT OF SUMMONS RETURNABLE ON CIRCUIT.

In the Supreme Court of Newfoundland on Circuit.

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

VICTORIA, &c.

To the above-named Defendant :

We command you that you be before our Supreme
 Court on circuit, at _____, on the first day of next
 term, (if the writ be returnable after term commences, say
 on _____, the _____ day of _____, A. D. 18 _____), to
 answer the complaint of the plaintiff contained in the state-
 ment of claim herewith.

In default of your appearing and defending judgment
 will be given against you by default.

Witness the Honourable (Judge presiding or who has
 last presided on circuit) the _____ day of _____, A. D. 18 _____.

By the Court,

(Signed), _____,

Commissioner.

(Name of Plaintiff or Plaintiffs Solicitor,
 and his address.)

Appendix A. No. 5.—NOTICE OF WRIT IN LIEU OF SERVICE TO BE GIVEN
Continued.) OUT OF THE JURISDICTION.

[*Heading as in Form 1.*]

To G. H, of

Take notice, that A. B, of , has commenced an action against you in the Supreme Court of Newfoundland, by writ of that Court, dated the day of A. D. 18 ; which writ had a statement of claim therewith, as follows (or as heretofore annexed) and you are required within days after the receipt of this notice, inclusive of the day of such receipt, to defend the said action, by causing an appearance and defence to be entered for you in the said Court to the said action; and in default of your so doing, the said A. B. may proceed therein, and judgment may be given in your absence.

You may appear to the said writ by entering an appearance personally, or by your solicitor, at the Chief Clerk and Registrar's office, at St. John's, Newfoundland, (or as the case may be)

(Signed), A. B., of , &c.
Or, X. Y., of , &c.
Solicitor for A. B., of , &c.

No. 6.—FORM OF APPEARANCE, ORDINARY.

[*Heading as in Form 1.*]

Appearance for C. D, defendant.

Dated the day of , 18 .

(Signed), C. D.
Or, E. F.,
Solicitor for C. D.

Address for service.

No. 7 —NOTICE OF ENTRY OF APPEARANCE.

[*Heading as in Form 1.*]

Take notice, that I have this day entered an appearance and defence at for the defendant to the writ in this action.

Dated the day of , 18 .

(Signed), _____.
(Name and address of party or his Solicitor.)

No. 8.—ENTRY OF APPEARANCE ON NOTICE.

Appendix A.
(Continued.)*[Heading as in Form 1.]*

Appearance for _____ to the notice issued in
this action on the _____ day of _____, 18____, by the
defendant.

Dated the _____ day of _____, 18____.

(Signed), _____.

(Name and address of party or his Solicitor.)

No. 9.—NOTICE LIMITING DEFENCE.

[Heading as in Form 1.]

Take notice that the [*above-named*] defendant has appeared to the writ and limits his defence to part only of the property mentioned in the writ of summons, namely to the close, called "The Big Field," (or so much of the land, describing boundaries or situation and extent).

Dated the _____ day of _____, 18____.

(Signed), _____.

(Name and address of party or his Solicitor.)

To Messrs.

The Plaintiff's Solicitors.

No. 10.—ENTRY OF APPEARANCE LIMITING DEFENCE.

[Heading as in Form 1.]

Appearance for the defendant _____ in this action. The said defendant limits his defence to part only of the property mentioned in the writ of summons, namely, to the close called "The Big Field," (or, as above).

Dated the _____ day of _____, 18____.

(Signed), _____.

(Name and address of party and his Solicitor.)

Appendix A.
(Continued.)

NO. 11.—ENTRY OF APPEARANCE ON ORDER.

[*Heading as in Form 1.*]

Appearance for _____, who has been served
with an order dated the _____ day of _____ to carry on
and prosecute the proceedings in this action.

Dated the _____ day of _____, 18 ____.

(Signed), _____

(Name and address of party or his Solicitor.)

NO. 12.—ENTRY OF APPEARANCE TO COUNTER-CLAIM.

[*Heading as in Form 1.*]

Appearance for _____ to the counter-claim of the
above-named defendant _____ in this action.

Dated the _____ day of _____, 18 ____.

(Signed), _____

(Name and address of party or his Solicitor.)

NO. 13.—AFFIDAVIT FOR ENTRY OF APPEARANCE AS
GUARDIAN.

[*Heading as in Form 1.*]

I, _____, of _____, make oath and say as
follows:—

A. B., of _____, is a fit and proper person to act
as guardian *ad litem* of the above named infant defendant,
and has no interest in the matters in question in this action
[matter] adverse to that of the said infant, and the consent
of the said A. B. to act as such guardian is hereto annexed.

Sworn, &c.

[*To this Affidavit shall be annexed the document signed by such
guardian in testimony of his consent to act.*]

NO. 14.—STATEMENTS OF CHARACTER OF PARTIES.

The plaintiff's claim is as executor (or administrator,
or trustee in insolvency of the estate of _____, or as
trustee under, &c., as the case may be) of C. D., deceased, for,
&c.

The plaintiff's claim is against the defendant A. B., as Appendix A.
 executor [or, &c.] of C. D., deceased, for, &c. (Continued.)

The plaintiff's claim is against the defendant A. B., as executor of X. Y., deceased, and against the defendant, C. D., in his personal capacity for, &c.

The claim of the plaintiff C. D., is as executor of X. Y., deceased, and the claim of the plaintiff A. B., as her husband for

The claim of the plaintiff is against the defendant, C. D., as executrix of the defendant C. D., deceased, and against the defendant A. B., as her husband, for

The plaintiff's claim is as public officer of

The plaintiff's claim is against the defendant as public officer of

The plaintiff's claim is against the defendant A. B. as principal, and against the defendant C. D. as public officer, as security, for

The plaintiff's claim is as well for the Queen as for himself for

APPENDIX B.

Appendix B.

NOTICES, &c.

No. 1.—THIRD PARTY NOTICE.

In the Supreme Court of Newfoundland.

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

Notice filed _____, 189__.

To

Take notice that this action has been brought by the plaintiff, against the defendant [as security for M. N., upon a bond conditional for payment of \$2,000 and interest to the plaintiff.

The defendant claims to be entitled to contribution from you to the extent of one-half of any sum which the plaintiff may recover against him, on the ground that you are (his

Appendix B. co-surety under the said bond, or, also surety for the said
 (Continued.) M. N., in respect of the said matter, under another bond
 made by you in favour of the said plaintiff, dated the
 day of , A. D.).

Or [as acceptor of a bill of exchange for \$500, dated the
 day of , A. D. , drawn by you upon
 and accepted by the defendant, and payable three months
 after date.

The defendant claims to be indemnified by you against
 liability under the said bill, on the ground that it was ac-
 cepted for your accommodation].

Or [as acceptor of a bill of exchange for \$500, dated the
 day of , A. D. , drawn by you
 before and accepted by the defendant, and payable three
 months after date.

The defendant claims to be indemnified by you against
 liability under the said bill, on the ground that it was ac-
 cepted for your accommodation.]

Or [to recover damages for a breach of a contract for
 the sale and delivery to the plaintiff of 1,000 tons of coal.

The defendant claims to be indemnified by you against
 liability in respect of the said contract, or any breach thereof,
 on the ground that it was made by him on your behalf and
 as your agent.]

And take notice that, if you wish to dispute the plain-
 tiff's claim in this action as against the defendant C. D. or
 your liability to the defendant C. D., you must cause an
 appearance and defence to be entered for you within four
 days after service of this notice.

In default of your so appearing and defending you will
 be deemed to admit the validity of any judgment obtained
 against the defendant C. D., and your own liability to con-
 tribute or indemnify to the extent herein claimed, which
 may be summarily enforced against you pursuant to the
 rules of the Supreme Court.

(Signed), _____.

(Name and address of party or his Solicitor.)

NO. 2.—NOTICE OF COUNTER-CLAIM.

Appendix B.
(Continued.)*[Heading as in Form 1.]*

To the within-named X. Y.:

Take notice that if you do not appear to the within counter-claim of the within-named C. D. within eight days from the service of this defence and counter-claim upon you, you will be liable to have judgment given against you in your absence.

NO. 3.—NOTICE OF PAYMENT INTO COURT.

[Heading as in Form 1.]

Take notice that the defendant has paid into Court \$ and says that that sum is enough to satisfy the plaintiff's claim *[or the plaintiff's claim, for, &c.]*
To Mr. X. Y.,

The Plaintiff's Solicitor.

Z.,
Defendant's Solicitor.

NO. 4.—ACCEPTANCE OF SUM PAID INTO COURT.

[Heading as in Form 1.]

Take notice that the plaintiff accepts the sum of \$ paid by you into Court in satisfaction of the claim in respect of which it is paid in.

NO. 5.—CONFESSION OF DEFENCE.

[Heading as in Form 1.]

The plaintiff confesses the defence stated in the paragraph of the defendant's defence [or, of the defendant's further defence].

Appendix B.
(Continued.)

No. 6 — INTERROGATORIES.

In the Supreme Court of Newfoundland.

Between A. B., Plaintiff,
and
C. D., E. F., and G. H., Defendants. }

Interrogatories on behalf of the above-named [*plaintiff*
or *defendant* C. D.] for the examination of the above-named
[*defendant* E. F. and G. H., or *plaintiff*.]

1. Did not, &c.

2. Has not, &c.

&c., &c., &c.

[*The defendant E. F. is required to answer the
interrogatories numbered*].

[*The defendant G. H. is required to answer the
interrogatories numbered*].

No. 7.—ANSWER TO INTERROGATORIES.

[*Heading as in Form 6.*]

The answer of the above-named defendant E. F. to the
interrogatories for his examination by the above-named plain-
tiff.

In answer to the said interrogatories, I, the above-named
E. F., make oath and say as follows:—

No. 8.—AFFIDAVIT AS TO DOCUMENTS.

[*Heading as in Form 1.*]

I, the above-named defendant C. D., make oath and say
as follows:—

1. I have in my possession or power the documents re-
lating to the matters in question in this suit set forth in
the first and second parts of the first schedule hereto.

2. I object to produce the said documents set forth in
the second part of the said first schedule hereto.

3. That [*here state upon what grounds the objection is
made, and verify the facts as far as may be*].

4. I have had, but have not now, in my possession or power the documents relating to the matters in question in this suit set forth in the second schedule hereto. Appendix B.
(Continued.)

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

6. That [*here state what has become of the last-mentioned documents, and in whose possession they now are*].

7. 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 agents, or in the possession, custody, or power of any other persons or person 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 suit, 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.

NO. 9.—NOTICE TO PRODUCE DOCUMENTS.

[*Heading as in Form 1.*]

Take notice that the [*plaintiff or defendant*] requires you to produce for his inspection the following documents referred to in your [*statement of claim, or defence, or affidavit, dated the day of , A. D.*].

Describe documents required.

X. Y.,
Solicitor for the

To Z,

Solicitor for

NO. 10.—NOTICE TO INSPECT DOCUMENTS.

[*Heading as in Form 1.*]

Take notice that you can inspect the documents mentioned in your notice of the day of , A. D. , [*except the deed numbered in that notice*] at [*insert place of inspection*] on Thursday next the inst., between the hours of 12 and 4 o'clock.

Or, that the [*plaintiff or defendant*] objects to giving you inspection of the documents mentioned in your notice of the day of , A. D. , on the ground that [*state the ground*]:—

Appendix B.
(Continued.)

No. 11.—NOTICE TO ADMIT DOCUMENTS.

[Heading as in Form I.]

Take notice that the plaintiff [or defendant] in this cause 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 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 to be 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 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 cause.

Dated, &c.

(Signed),

E. F., Solicitor [or agent] for defendant [or plaintiff].

To G. H., Solicitor [or agent] for plaintiff [or defendant].

[Here describe the documents.]

No. 12.—NOTICE TO ADMIT FACTS.

[Heading as in Form I.]

Take notice that the plaintiff [or defendant] in this cause requires the defendant [or plaintiff] to admit, for the purposes of this cause only, the several facts respectively hereunder specified; and the defendant [or plaintiff] is hereby required, within two days from the service of this notice, to admit the said several facts, saving all just exceptions to the admissibility of such facts as evidence in this cause.

Dated, &c.

(Signed),

To E. F., Solicitor for the defendant [or plaintiff].

The facts, the admission of which is required, are—

1. That John Smith died on the 1st of January, 1879.
2. That he died intestate.
3. That James Smith was his only lawful son.
4. That Julius Smith died on the 1st of April, 1876.
5. That Julius Smith never was married.

No. 13.—ADMISSION OF FACTS, PURSUANT TO NOTICE. Appendix B.
(Continued.)

[*Heading as in Form 1.*]

The defendant [or plaintiff] in this cause, for the purposes of this cause only, hereby admits the several facts respectively hereunder specified, subject to the qualifications or limitations, if any, hereunder specified, saving all just exceptions to the admissibility of such facts, or any of them, as evidence in this cause.

Provided that this admission is made for the purposes of this action only, and is not an admission to be used against the defendant [or plaintiff] on any other occasion, or by anyone other than the plaintiff [or defendant, *or party requiring the admission.*]

Dated, &c.

(Signed),

To G. H., Solicitor for the plaintiff [or defendant.]

Facts admitted.	Qualifications or limitations, if any, subject to which they are admitted.

No. 14.—NOTICE TO PRODUCE (GENERAL FORM).

[*Heading as in Form 1.*]

Take notice, that you are hereby required to produce and show to the Court on the trial of this all books, papers, letters, copies of letters, and other writings and documents in your custody, possession, or power, containing any entry, memorandum, or minute relating to the matters in question in this , and particularly

Dated

(Signed),

To

No. 15.—ISSUE.

[*Heading as in Form 1.*]

Whereas A. B. affirms, and C. D. denies, [*here state the question or questions of fact to be tried,*] and it has been ordered by the Hon. Mr. Justice that the said question shall be tried [*here state mode of trial whether with or without a jury,*] therefore let the same be tried accordingly.

Appendix B.
(Continued.)

NO. 16.—NOTICE OF TRIAL.

[*Heading as in Form 1.*]

Take notice of trial of this [or of the issues in
this ordered to be tried] [or as the case may be,] in
two days hereafter.

Dated

X. Y., Plaintiff's Solicitor [or as the case may be].

To Z., Defendant's Solicitor [or as the case may be].

NO. 17.—NOTICE OF MOTION.

[*Heading as in Form 1.*]

Take notice, that the Court will be moved on day,
the day of , 18 , at o'clock in the
forenoon, or so soon thereafter as counsel can be heard, by
that

Dated the day of , 18 .

(Signed),

To

NO. 18.—NOTICE OF DISCONTINUANCE.

[*Heading as in Form 1.*]

Take notice, that the plaintiff hereby wholly discontinues this action [or withdraws so much of his claim in this action, as relates to, &c.]

(If not against all the defendants, add "as against the
defendants," &c.)

Dated the day of , 18 .

(Signed),

To

NO. 19.—NOTICE OF CROSS-EXAMINATION OF DEPONENTS
AT TRIAL.

[*Heading as in Form 1.*]

Take notice, that the intends at the trial
of this action to cross-examine the several deponents named
and described in the schedule hereto on their affidavits
therein specified.

And also take notice that you are hereby required to Appendix B.
produce the said deponents for such cross-examination before (Continued.)
the Court aforesaid.

Dated the day of , 18 .

(Signed),

To

Schedule referred to.

NO 20.—NOTICE OF RENEWAL OF WRIT OF EXECUTION.

[*Heading as in Form 1.*]

Take notice, that the writ of issued in
this action directed to the Sheriff of , and
bearing date the day of , 18 , has been
renewed for one year, from the day of , 18 .

Dated the day of , 18 .

(Signed),

To the Sheriff of

NO. 21.—AFFIDAVIT OF SERVICE OF ORDER.

[*Heading as in Form 1.*]

I, , of , solicitor for the above-
named make oath and say as follows:—

I did on the day of , 18 , before the
hour of noon, serve the above-named
 in this action with a true copy of the order
hereto annexed marked A, by leaving it at the of
the said situate with ,
there (or, if no one there, "by .")

Sworn at

 this }
day of , 18 . }

Before me

This affidavit is filed on behalf of the

Appendix B.
(Continued.)

No. 22.—AFFIDAVIT ON INTERPLEADER.

[Heading as in Form 1.]

I, _____, of _____, the defendant in the above action, make oath and say as follows :—

1. The writ herein was issued on the _____ day of _____, 18____, and was served on me on the _____ day of _____, 18____.

2. The action is brought to recover _____ The said _____ is (or are) in my possession, but I claim no interest therein.

3. The right to the said subject matter of this action has been and is claimed * by one _____ who †

4. I do not in any manner collude with the said _____ or with the above-named plaintiff, but I am ready to bring into Court or to pay or dispose of the said _____ in such manner as the Court may order or direct.

Sworn, &c.

* If claim in writing make the writing an exhibit.

† State expectation of suit, or that he has already sued.

Appendix C.

APPENDIX C.

FORMS OF STATEMENTS OF CLAIM TO BE USED.

In the Supreme Court of Newfoundland.

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

Statement of Claim.

The plaintiff, &c.

[or]

The plaintiff's claim is, &c.

[To be filled up in manner exemplified in the following forms]

The plaintiff claims *[as in following forms]*

(Signed),

STATEMENTS OF CLAIM.
DEBTS AND LIQUIDATED CLAIMS.

Appendix C.
(Continued.)

No. 1.

The plaintiff's claim is for goods sold and Common
delivered and general account. indebtedness.

1887.—Items; (*or, if it be so*, account furnished
for this year)

1887.—(Credits) \$

Balance due \$

(Signed),

No. 2.

The plaintiff's claim is for money received by the de- Money received,
fendant for the use of the plaintiff, for money lent by the paid, and labor.
plaintiff to the defendant, for wages as in defen-
dant's service.

Particulars:—

1887.—

1st Jan.—To amount of rents of No. 5, Smith St.,
collected by the defendant \$

1st Feb.—To cash paid to the defendant
“ six months' wages, at \$ per month

Amount due \$

(Signed),

No. 3.

The plaintiff's claim is against the defendant, as maker Payee against
of a promissory note for \$, dated maker of note.
payable .

Particulars:—

Principal \$
Interest

Amount due \$

(Signed),

Appendix C.
(Continued.)

No. 4.

Indorsee against
acceptor.

The plaintiff's claim is against the defendant, as acceptor of a bill of exchange for \$, dated , drawn by A. B., payable after date to the order of E. F., and indorsed to the plaintiff.

Particulars:—

Principal due	...	...	...	...	...	\$
Interest	...	...	...	...	...
Amount due	...	...	...	...	...	\$

(Signed),

No. 5.

Against acceptor
and drawer.

The plaintiff's claim is against the defendant A. B. as acceptor, and against the defendant C. D. as drawer, of a bill of exchange for \$, dated , payable after date, and indorsed by the defendant C. D. to the plaintiff, of the dishonour of which on presentation the defendant C. D. had notice.

Particulars:—

(Signed),

No. 6.

Against drawer
excusing notice of
dishonor.

The plaintiff's claim is against the defendant as drawer of a bill of exchange for \$, dated , drawn upon A. B., payable to plaintiff after date, which was duly presented for payment and dishonored, but A. B. had no effects of the defendant, nor was there any consideration for the payment of the said bill by the said A. B.

Particulars:—

(Signed),

No. 7.

On bond.

The plaintiff's claim is for principal and interest due upon the defendant's bond to the plaintiff, dated , conditioned for payment of \$, on the .

Particulars:—

(Signed),

No. 8.

The plaintiff's claim is for principal and interest due under a covenant in a deed dated the 1st January, 1882.

Appendix C.
(Continued.)
Covenant.

Particulars :—

§

(Signed),

No. 9.

The plaintiffs' claim is for money in which the defendant, as a member of the company, is indebted to the plaintiffs for allotment money of per share on shares in the company allotted to the defendant, as such member, at his request and for calls of \$ each upon shares in the company of which the defendant is a holder, whereby an action has accrued to the plaintiffs.

Against share-
holder for allot-
ment and calls.

Particulars :—

§

(Signed),

No. 10.

The plaintiff's claim is for the price of goods sold and delivered by the plaintiff to E. F., under the following guarantee :—

Guarantee.

2nd February, 1887.

Sir,—

In consideration of your supplying goods to E. F., I undertake to see you paid.

Yours, &.,

C. D. (Defendant).

To Mr. A. B. (plaintiff).

Particulars :—

§

(Signed),

No. 11.

The plaintiff's claim is against the defendant A. B. as principal and against the defendant C. D. as surety, for the price of goods sold and delivered by the plaintiff to A. B. on the guarantee by C. D., dated the second of February, 1882.

Against principal
and surety.

Particulars :—

§

(Signed),

Appendix C.
(Continued.)

No. 12.

Debts upon trust.

The plaintiff's claim is against the defendants as trustees under _____, dated _____, whereby \$ _____ invested on _____ was vested in the defendants as trustees upon trust to _____

Particulars :—

(Signed), \$

(C. 2.)

ACTIONS FOR DAMAGES FOR BREACH OF CONTRACT OR DUTY
ARISING OUT OF CONTRACT.

No. 1.

For wrongful
discharge.

The defendant agreed to employ the plaintiff as a servant in the fishery, (or, as the case may be), from _____ to _____ at the wages of _____

The defendant refused to take him into his service, or, plaintiff entered into defendant's employment and

Defendant wrongfully discharged him from his service on _____

Particulars :—

Wages \$

Loss of Board and Lodging

\$

The Plaintiff claims \$

(Signed),

No. 2.

For non delivery
or delivering inferior goods.

1. The plaintiff has suffered damage by breach of contract for sale and delivery by the defendant to the plaintiff of _____ to be delivered at _____ on the _____ (or of such a quantity).

2. The defendant did not deliver any (or, _____ as the case may be), of the said _____, (or the whole or so much were inferior in quality).

Particulars of damage :—

Loss of profit at _____ tons \$
The plaintiff claims \$1000.

(Signed),

No. 3.

Appendix C.
(Continued.)

1. The plaintiff has suffered damage by breach of a charter party dated the _____ between the plaintiff and the defendant of the ship "Mary."

2. The ship was detained at the port of loading.

Particulars of damage :—

1882—Jan. 1	}	10 days' detention beyond	
to		the demurrage days, at	
Jan. 10		\$ per day \$

The plaintiff claims \$

(Signed),

No. 4.

1. The plaintiff has suffered damage by breach of contract by bill of lading of goods shipped by the plaintiff on board the "Jane" signed by defendant, (or by the Master of the ship as agent for defendant), dated the _____

2. Fifty bales of cotton were delivered in a damaged condition

Particulars of damage :—

Fifty bales at \$ \$
The plaintiff claims \$

(Signed),

No. 5.

The plaintiff was interested to the amount of \$ _____ under a marine policy of insurance for that amount, dated the _____ of _____, 18____, on the ship "Hero," subscribed by the defendant for \$ _____

Policy of Marine
Assurance.

Particulars :—

1. Valued or open :—Valued at \$ _____,
2. Voyage :—At and from _____.
3. (Or, Time :—From noon of _____ to noon of _____.)
4. Premium to defendant :—\$ _____ per cent.
5. Perils insured against causing loss :—Of the seas.
6. Loss :—Total (or exceeding 3 per cent.)

The plaintiff claims \$

(Signed),

Appendix C.
(Continued.)

No. 6.

Railway collision.

The plaintiff has suffered damage from the defendant's negligence in carrying the plaintiff as a passenger by railway from _____ to _____, causing personal injuries to the plaintiff, in a collision _____ on the _____

Particulars of expenses, &c :—

Loss of 15 weeks' salary as clerk at	
\$ _____ per week	\$ _____
Dr Smith ... ..	...
Nurse for 6 weeks ... ..	...

\$ _____

The plaintiff claims \$ _____

(Signed), _____

No. 7

Against solicitor
for negligence.

1. The plaintiff has suffered damage from the defendant's negligence in his conduct for the plaintiff, as his solicitor, of business undertaken by the defendant on the plaintiff's retainer.

2. The negligence was in _____

Particulars of damage :—

Taxed costs paid to defendant on dismissal of action

\$ _____

The plaintiff claims \$ _____

(Signed), _____

No. 8.

Breach of cove-
nant to repair.

1. By a repairing covenant contained in a lease under seal from the plaintiff to the defendant, dated the _____ of _____, for _____, the defendant covenanted to keep the premises in such repair and condition as therein mentioned

2. The premises were during the term out of such repair as was required by the covenant.

3. They were yielded up out of such repair at the expiration of the term.

4. Particulars of dilapidations were delivered to the defendant or his solicitor on the _____ of _____ 18 _____, (or, are hereto annexed, or, are as follows :)

The plaintiff claims \$ _____

(Signed), _____

No. 9.

Appendix C.
(Continued.)

1. The plaintiff has suffered damage by breach of promise by the defendant to marry her on the of , [or, within a reasonable time, which elapsed before action,] [or, on the death of A. B., which happened before action.]

Breach of promise
of marriage.

2. The defendant refused to marry the plaintiff on the of , [or, within a reasonable time,] [or, on the death of A. B.]

Particulars of special damage.

[As the case may be, if any.]

The plaintiff claims \$

(Signed),

C. 3.

TORTS, INJUNCTIONS, &C.

No. 1.

The defendant on wrongfully entered the plaintiff's messuage and premises at , and destroyed his fences, dug up his potatoes, cut his grass, and pulled down his timber.

Trespass,
& q. c. f.

Particulars:—

Value of fence destroyed	...	...	...	...	...	\$
Value of brls. of potatoes	...	...	...	...	...
Value of tons of hay	...	...	...	...	...
Value of timber	...	...	...	...	...

 \$

The plaintiff claims \$

(Signed),

No. 2.

The plaintiff had a right of way, for walking, riding, and driving, and general traffic, from to , over defendant's land.

Right of way.

The defendant, on obstructed and blocked up the way and has ever since continued the obstruction.

(State special damage, if any.)

The plaintiff claims \$

(Signed),

Appendix C.
(Continued.)

No. 3

Assault.

The plaintiff, on _____ at _____ assaulted and beat
the plaintiff, and did him severe bodily harm.

Particulars of special damage:—

Charges of Mr. Smith, surgeon	...	...	...	...	\$
Charges of Mrs. Jones, nurse	...	...	...	...
Loss of business from	to	...	...	...
					<u>\$</u>

The plaintiff claims \$

(Signed),

No. 4.

Wrongful
dismissal.

The defendant, on _____ wrongfully distrained upon
the plaintiff's goods in his dwelling house, at _____

Particulars:—

Value of goods taken	...	...	...	...	\$
Injury to business	...	...	...	...
					<u>\$</u>

The plaintiff claims \$

(Signed),

[This form shall be sufficient whether the distress be
wrongful, excessive, or irregular.]

No. 5.

Defamation.

The defendant, on _____ at _____ maliciously
defamed the plaintiff by writing (or printing) and publishing
of him, in a certain letter addressed to _____ or in
a certain newspaper called the _____, the matter
following:

Meaning (*where innuendoes are necessary*) that
or

(Insert particulars of special damage, if any.)

The plaintiff claims \$

(Signed),

No. 6.

Appendix C.
(Continued.)

The plaintiff has suffered damage by the defendant wrongfully depriving the plaintiff of two casks of oil (or by ^{Conversion} refusing to give them up on demand, or, destroying them ^{of goods.} or otherwise depriving the plaintiff of them, as the case may be).

[If any special damage is claimed add]—

Particulars [fill them in].

The plaintiff claims \$

(Signed),

No. 7.

The defendant detained from the plaintiff the plaintiff's ^{Detinue.} goods and chattels, that is to say, a horse, harness, and gig.

The plaintiff claims a return of the said goods and chattels or their value, and \$ for their detention

(Signed),

No. 8.

The plaintiff has suffered damage from personal injuries ^{Negligent} to the plaintiff and damages to his carriage, caused by the ^{driving.} defendant (or his servant) on the negligently driving a cart and horse in street.

Particulars of expenses, &c :—

Charges of Mr. Smith, surgeon \$

Charges of Mr. Jones, coachmaker

\$

The plaintiff claims \$

(Signed),

No. 9.

The plaintiff, as executor of C. D., deceased, brings this ^{Death from} action for the benefit of Eva the wife, and William and ^{negligence.} Margaret and Dorothea, the children of C. D. [as the case may be], who have suffered damage from the defendant's negligence, in carrying the said C. D. by omnibus on (or by negligently managing and conducting the machinery at his foundry, or as the case may be,) whereby the said C. D. was killed.

Particulars are delivered herewith.

The plaintiff claims \$

(Signed),

Appendix C.
(Continued).
Collision of ships.

No. 10.

The plaintiff has suffered damage from injuries to his ship, the "Betsy," and the cargo on board thereof, by a collision with the ship the "Jane," caused by the negligent navigation thereof by the defendant or his servants on , in entering the Narrows of St John's Harbor on

Particulars of loss and expenses :—

1. Charges of Jones & Co, shipwrights, \$
2. Loss of use of ship from to , \$

Particulars of damage to cargo :—

(Insert them)

The plaintiff claims \$

(Signed),

No. 11.

Patent
infringement.

The defendant has infringed the plaintiff's patent granted for the term of 14 years, from the for certain improvements in the manufacture of iron and steel, whereof the plaintiff was the first inventor.

The plaintiff claims an injunction to restrain the defendant from further infringement and \$ damages.

Particulars of breaches are delivered herewith.

(Signed),

No. 12.

Trade mark.

1. The defendant has infringed the plaintiff's trade mark.

2 The trade mark is (*describe it*).

[*If the plaintiff is not the original proprietor of the trade mark, show shortly how his title is derived.*]

3. The following are the acts complained of, viz. :

(*Set them out.*)

The plaintiff claims an injunction to restrain the defendant, his servants, and agents, from infringing the plaintiff's said trade mark, and in particular from [*stating any particular injunction sought*].

The plaintiff also claims an account or damages.

(Signed),

No. 13.

Appendix C.
(Continued.)

The plaintiff has suffered damage from the seduction and carnally knowing by the defendant of G. H. the [daughter and] servant of the plaintiff

Particulars of special damage are as follows:—

Loss of service from _____ to the _____, \$
Nursing and medical attendance

\$ _____

The plaintiff claims \$

(Signed),

No. 14.

1. The plaintiff is the owner [or, lessee] and occupier of a house situated _____, in which are the following ancient lights, ancient lights:—

(1.) The kitchen window in the basement on the south side

(2.) The two back dining-room windows on the ground floor on the south side.

(3.) The landing window and back drawing-room window on the south side.

2. The defendant is erecting a building which will, if not stopped, materially diminish the light coming through the said windows.

The plaintiff claims an injunction to restrain the defendant, his contractors, servants, and workmen, from continuing the erection of the building, so as to obstruct or diminish the access of light to the said windows or any of them.

The plaintiff will also, if necessary, claim to have the said building pulled down, or damages for the injury he will sustain if the same is completed and not pulled down.

(Signed),

No. 15.

The plaintiff has suffered damage from offensive and pestilential smells and vapours caused by the defendant in the plaintiff's dwelling-house, situate _____ Nuisances from vapours.

Appendix C.
(Continued.)

The plaintiff claims:—

(1) \$

(2.) An injunction to restrain the defendant from the continuance or repetition of the said injury or the committal of any injury of a like kind in respect of the same property

(Signed),

No. 16.

Pollution of
water.

1. The plaintiff is the owner (or lessee) and occupier of a farm known as _____, through which there runs a river known as _____

2. The defendant or persons in his employ pollute the water of the said river by passing into the same the refuse of the defendant's dye works, situated higher up the said river.

The plaintiff claims an injunction to restrain the defendant, his servants and agents, from sending from the said dye works into the said river any matter so as to pollute the waters thereof, or to render them unwholesome or unfit for use, to the injury of the plaintiff (*or as the case may be.*)

The plaintiff will also claim damages in respect of the said nuisance.

(Signed),

No. 17.

Fraudulent
prospectus.

1. On _____, the defendant issued a prospectus to the public relating to the A. B. Company, Limited.

2. On _____, the plaintiff received a copy of this prospectus.

3. The plaintiff subscribed for 100 shares in the Company on the faith of this prospectus.

4. The prospectus contained misrepresentations, of which the following are particulars:—

(a.) The prospectus stated "....." whereas in fact

(b.) The prospectus stated "....." whereas in fact

(c.) The prospectus stated "....." whereas in Appendix C.
fact (Continued.)

5. The defendant knew of the real facts as to the above particulars.

6. The following facts, which were within the knowledge of the defendants, are material, and were not stated in the prospectus:—

(a.)

(b.)

7. The plaintiff has paid calls to the company to the extent of \$

The plaintiff claims:—

1. Repayment of \$ and interest.
2. Indemnity.

(Signed),

No. 18.

The plaintiff has suffered damage from the defendant ^{Fraudulent sale} inducing the plaintiff to buy the good-will and lease of the ^{of lease.} George public-house at , by fraudulently representing to the plaintiff that the takings of the said public-house were \$ a week, whereas in fact they were much less, to the defendant's knowledge.

Particulars of special damage:—

(Fill them in.)

The plaintiff claims \$

(Signed),

No. 19.

The defendant maliciously and without reasonable and ^{Malicious} probable cause preferred a charge of larceny against the ^{prosecution.} plaintiff before a Justice of the Peace, causing the plaintiff to be sent for trial on the charge and imprisoned thereon, and prosecuted the plaintiff thereon at the Quarter Sessions for , where the plaintiff was acquitted.

Particulars of special damage:—

Messrs. L. and L.'s bill of cost, \$

Loss in business from to , \$

The plaintiff claims \$

(Signed),

Appendix C.
(Continued.)

No. 20.

ACTIONS FOR RECOVERY OF LAND, &c.

Ejectment against
tenant.

1. The plaintiff is entitled to the possession of a farm and premises called _____, [or situate at _____, or bounded _____], which was let by the plaintiff to the defendant for the term of _____ years from the _____, which term has expired [or as tenant for year to year from the _____, which said tenancy was duly determined by notice to quit expiring on the _____].

The plaintiff claims possession and \$ _____ for mesne profits.

(Signed),

No. 21.

Against stranger.

1. The plaintiff is entitled as owner to the possession of (*as above*).

2. The defendant wrongfully took and holds possession of the premises.

The plaintiff claims:—

1. Possession of the premises

2. Mesne profits from the _____

(Signed),

C. 4.

PROBATE.

No. 1.

Propounding will
in solemn form.

The plaintiff claims to be executor of the last will, dated the _____ day of _____, of C. W., late of _____, gentleman, deceased, who died on the _____ day of _____, and to have the said will established. This writ is issued against you as one of the next of kin of the said deceased [*or as the case may be*].

A copy of the will is hereto annexed, [*or has been furnished to you, or is herewith served*].

(Signed),

No. 2.

Appendix C.
(Continued.)

The plaintiff claims to be executor of the last will, dated the _____ day of _____, of C. D., late of _____, deceased, who died on the _____ day of _____, and to have the probate of a pretended will of the said deceased, dated the _____ day of _____, revoked. This writ is issued against you as the executor of the said pretended will [*or as the case may be*].

A copy of the will, of which plaintiff is executor, is hereto annexed, (*or, &c*)

(Signed),

No. 3.

The plaintiff claims to be executor of the last will of C. D., late of _____, deceased, who died on the _____ day of _____, dated the _____ day of _____.

The plaintiff claims that the grant of letters of administration of the personal estate of the said deceased obtained by you should be revoked, and probate of the said will granted to him.

A copy of the will, of which plaintiff is executor, is hereto annexed, (*or, &c.*)

(Signed),

No. 4.

The plaintiff claims to be the brother and sole next-of-kin of C. D., of _____, deceased, who died on the _____ day of _____, intestate, and to have as such a grant of administration to the personal estate of the said intestate. This writ is issued against you because you have entered a caveat, and have alleged that you are the sole next of kin of the deceased [*or as the case may be*].

(Signed),

C. 5.

IN CHANCERY OR EQUITY.

No. 1.

The plaintiff is a creditor of X. Y., deceased, of whom the defendant C. B. is executor (or administrator).

By creditor to
have estate
administered,

Appendix C.
(Continued.)

Particulars of the claim:—

Principal due on the bond of the testator (*or*
intestate) dated the day of , 18 . \$

Interest from the of , at 5 per cent

\$

The plaintiff claims to be paid the amount due to him,
or to have the estate of the said X. Y. administered.

(Signed),

No. 2.

Residuary legatee
against executors
for default.

1. The plaintiff is residuary legatee of A. B., of
who died , having made his will, dated , and
appointed the defendants his executors, who proved his
will on .

2. The defendants have been guilty of wilful default in
not getting in certain property of the testator.

3. The wilful default on which the plaintiff relies is as
follows:—

(*Insert particulars shortly.*)

The plaintiff claims:—

- (1) Account of testator's estate on footing of wilful
default.
- (2) Administration of the testator's estate.

(Signed),

No. 3.

Partnership.

1. The plaintiff on , entered into partnership
articles with the defendant for years.

2. The defendant has broken the partnership articles as
follows:—

- a.
- b.
- c.

The plaintiff claims:—

1. Dissolution.
2. Accounts and inquiries.
3. A receiver and manager.

(Signed)

No. 4.

Appendix C.
(Continued.)

1. The plaintiffs are executors of A., deceased.
2. From the year till his death A. employed the defendant as his confidential agent in the management of a large building estate at X.
3. The defendant as such agent received large sums of money for the said A., for which he refuses to account.

Against agent
for account

The plaintiffs claim:—

1. Accounts of all sums received and paid by the defendant as agent of A.
2. Payment of the amount found due.

(Signed),

No. 5.

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

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

a. (*Date and name of mortgagor and mortgagee.*)b. (*Sum secured*)c. (*Rate of interest*)d. (*Property subject to mortgage.*)e. (*Amount now due.*)*(If the plaintiff's title is a derivative title, state shortly the assignments under which he claims.)**(If the plaintiff is mortgagee in possession add):*

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

The plaintiff claims payment, or, in default, sale or foreclosure (and possession).

(Signed),

No. 6.

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

Appendix C.
(Continued.)

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

(a) (*Date.*)

(b) (*Sum secured*)

(c.) (*Rate of interest.*)

(d.) (*Property subject to mortgage*)

(*If the Plaintiff's title is derivative, state shortly the deeds under which he claims*)

(*If the defendant is mortgagee in possession add*):

3. The defendant has taken possession (*or* has received the rents) of the mortgaged property.

The plaintiff claims to redeem the said premises, and to have the same reconveyed to him, (and to have possession thereof).

(Signed)

No. 7.

For raising portions or other charges on land.

1. By a settlement on the marriage of A. B. and C. B., dated _____, Whiteacre was demised to trustees for 1,000 years on trust after the deaths of A. B. and C. B. to raise \$ _____ for the younger children of the marriage who should attain 21.

2 A. B. died on _____

3. C. B. died on _____

4. There were five children only of the marriage of A. B. and C. B., all of whom are now living and have attained 21. The plaintiff is the second born child.

5. The defendants were on _____ appointed trustees of the settlement.

The plaintiff claims:—

1. To have \$ _____ raised by sale or mortgage and distributed among the persons entitled.

(Signed),

No. 8.

Sale and distribution of proceeds of property subject to any lien or charge.

1 On _____, A. and the defendant B deposited with the plaintiff \$ _____ in Government Debentures of Newfoundland as security for a debt of \$ _____ and interest at 5 per cent. due from A. and the defendant B to the plaintiff.

2. A died on _____

3. On _____ administration of the estate of A. Appendix C.
was granted to the defendant C. (Continued.)

4. \$ _____ for interest is owing to the plaintiff on the security of the said debentures.

The plaintiff claims :—

1. Sale of said debentures.
2. Application of the proceeds in payment of his debt.
3. Distribution of the surplus among the parties entitled.

(Signed),

No. 9.

1. By a settlement dated _____ on the marriage of Breach of trust, the plaintiffs' father and mother, of which the defendant A. B. and one C. D. were trustees, the plaintiffs are absolutely entitled on the deaths of their father and mother.

2. On _____ C. D. died, and the defendant E. F. was appointed in his place.

3. On _____ the plaintiffs' father died.

4. On _____ the plaintiffs' mother died.

5. The defendants have committed the following breaches of trust by :—

(a.) Sale of \$3,000 in debentures and investment of the proceeds in the business of the defendant A. B.

(b.) Sale of leasehold property worth \$5,000 to G. H. for \$1,000 (without taking any proper steps to ascertain its value or to obtain such value).

The plaintiff's claim :—

(1.) The replacement of the debentures and five per cent. interest on the proceeds from the date of sale till replacement.

(2.) Payment of \$ _____ and interest at five per cent. per annum from date of the sale.

(Signed),

No. 10.

1. By a settlement dated _____, upon trust for Execution of A. B. and C. B. successively for life, with remainder for their trust.

Appendix C. children who should attain 21, the following property was
(Continued) assured:—

a. A sum of \$, Government Debentures of
Newfoundland, at per cent.

b. \$ invested on mortgage of land at X.

c. One-fifth of the residuary estate of D., deceased,
subject to a prior life interest.

2. On C. B. died.

3. On A. B. died.

4. On D. died.

5. A. B. and C. B. had five children only, of whom the
plaintiff is one.

6. The defendants are the present trustees of the
settlement.

The plaintiff claims:—

1. Execution of the trusts of the settlement.

2. All necessary accounts and inquiries.

3. A receiver.

(Signed),

No. 11.

For rectification,
&c., of instru-
ments.

In a marriage was arranged between A. B.
and the plaintiff.

2. By an agreement contained in two letters, dated
, it was agreed between C. B., the father of
A. B., and D., the father of the plaintiff, that each should
settle \$ on trust, for A. B. and the plaintiff successively
for life, with remainder on the usual trusts for the children
of the marriage.

3. By letter dated , from D. to Messrs.
E. & Co., his solicitors, he instructed them to prepare a
settlement.

4. A settlement, dated , was executed upon
the marriage of A. B. and the plaintiff, accidentally omitting
to give a life interest to the plaintiff after the life interest
of A. B.

5. On A. B. died.

6. The defendants H. and K. are the present trustees of Appendix C.
the settlement. (Continued.)

7. The defendants L. M., and N., are the only children
of the marriage.

The plaintiff claims:—

Rectification of the settlement.

(Signed),

No. 12.

1. By an agreement (or letters) dated (or made verbally Specific per-
at interviews on or about the day of) formance.
the plaintiff agreed to sell to the defendant the Home Farm,
near Topsail, for \$. The sale was to be completed
on the of

(If the agreement was verbal, add—)

2 The agreement so entered into has been part per-
formed as follows (*state how*)

The plaintiff claims specific performance of the above
agreement and that the defendant may be ordered to execute
a proper conveyance of the premises to the plaintiff (*stating*
in each case what the defendant is required specifically to do).

(Signed),

No. 13.

1. By will, dated , A. bequeathed Whiteacre Partition or sale
to B., C and D., as tenants in common. of real estate.

2. On A. died.

3. On A.'s will was proved.

4. On B. conveyed to the plaintiff his
share of Whiteacre.

5. On C. conveyed his share to the defen-
dants on trust for sale.

6. By will, dated , D. bequeathed his
share among his children equally.

7. On D. died.

8. On D.'s will was proved.

9. There were 10 children of D. living at his decease,
some of whom have since died.

Appendix C.
(Continued.)

(10. Whiteacre consists of a dwelling house and grounds.

11. A sale of the property and a division of the proceeds will be more beneficial than a division of the property.)

The plaintiff claims:—

A division of Whiteacre among the parties interested, (or, a sale of Whiteacre and distribution of the proceeds among the parties interested).

(Signed),

No. 14.

Wardship of
infants and care of
infants' estates

1. By will, dated _____, A. devised Whiteacre to defendant on trust for plaintiff.

2. On _____ A. died.

3. On _____ probate was granted to the defendant, the sole executor.

4. The plaintiff is an infant 12 years old.

The plaintiff claims:—

1. That the plaintiff may become a ward of Court.

2. Administration of the trusts of the will of A. so far as necessary.

(Signed),

Appendix D.

APPENDIX D.

FORMS OF DEFENCE.

GENERAL FORM.

In the Supreme Court of Newfoundland.

Between _____, Plaintiff, }
and _____, Defendant. }

Defence.

The defendant says that:—

1. }
2. } (To be filled up in the manner exemplified in the
3. } following forms.)

(Signed),

Counter-claim

Appendix D.
(Continued.)

The defendant says that :—

1. } (*To be filled up in the manner exemplified in the*
2. } (*following forms*)

(Signed),

Defence and Counter-claim.

Defence.

The defendant says :—

1. }
2. }

Counter-claim.

The defendant repeats paragraph 2 of his defence, and says that :—

3. }
4. }

The defendant counter-claims.

(Signed),

D. 2.

TO ACTIONS ON BILLS OF EXCHANGE, &C.

1. The defendant did not accept the bill.
2. The defendant did not make the note.
3. The defendant did not draw the check.
- 4 The defendant did not indorse to A. B.
5. The defendant (*or* A. B.) did not indorse to the plaintiff.
- 6 The bill was not presented for payment.
7. The defendant had not due notice of dishonour
- 8 The plaintiff was not the holder at the commencement of the action.
9. The bill was accepted (*or*, the note was made) for the accommodation of the defendant without consideration.
10. The bill was accepted for the accommodation of the drawer and indorsed to the plaintiff without consideration.

To actions on
bills of exchange,
promissory notes
or checks.

Appendix D.

(Continued.)

11. The bill was accepted and delivered to the drawer without consideration for the purpose of his getting it discounted for the defendant, and the drawer, in fraud of the defendant, and contrary to the said purpose, indorsed the bill to the plaintiff without consideration (*or*, with notice of the said fraud, *or*, overdue).

12. The defendant was induced to accept by the fraud of the drawer, who indorsed to the plaintiff without consideration (*or*, with notice of the fraud, *or*, overdue).

Particulars of the fraud are as follows:—The drawer on or about the , falsely and fraudulently stated to the defendant that he had shipped 20 tons of pig iron for the defendant on board the "Ajax," which he had not done.

13. The defendant accepted the bill (*or*, made the note) for and on account of the price of 50 tons of coal to be delivered by the plaintiff to the defendant by the , and the plaintiff failed to deliver the goods.

14. The bill (*or*, note, *or* check) was rendered void after issue by a material alteration, viz., by the alteration of the date from to the

(Signed).

D. 3.

DEFENCES TO CONTRACT DEBTS.

To actions for any simple contract debts other than bills, notes, or checks.

1. The defendant [except as to] did not order the goods.

2. The goods [except as to] were not delivered to the defendant.

3. The price [except as to] was not \$.

4. The defendant [or A. B., the defendant's agent] satisfied the claim by payment before action to the plaintiff [or, to C. D., the plaintiff's agent] on the of , 18 .

5. The defendant satisfied the claim by payment after action to the plaintiff on the of .

(Signed).

D. 4.

Appendix D.
(Continued.)

1. The bond [*or*, deed] is not the defendant's bond [*or*, deed].

To actions on bonds or contracts under seal for the payment of a liquidated amount in money.

2. The defendant made payment to the plaintiff on the day according to the condition of the bond.

3. The defendant made payment to the plaintiff after the day named and before action, of the principal and interest mentioned in the bond.

(Signed),

D. 5.

1. The principal satisfied the claim by payment before action.

In actions on guarantees, whether under seal or not where the claim against the principal is in respect of a debt or liquidated demand only.

2. The defendant was released by the plaintiff giving time to the principal debtor, in pursuance of a binding agreement.

(Signed),

D. 6.

1. As to \$ parcel of the money claimed, the defendant has a set-off. Particulars are as follows:—

To any action of debt.

1887, Jan. 25.—To \$
" Feb. 1.—To \$

Total \$

2. As to the whole, (*or*, as to \$, parcel of the money claimed,) the defendant made tender before action (*or*, on the day on which it fell due) of \$, and has paid the same into Court.

(Signed),

D. 7.

GENERAL DEFENCES.

1. On was delivered (*or*, paid) by the defendant to and accepted by the plaintiff in discharge of the alleged cause of action; (*or*, on , an agreement between the plaintiff and the defendant whereby it was agreed between the plaintiff and the defendant that was accepted in discharge of the alleged cause of action).

Accord and satisfaction.

- Appendix D.
(Continued.)
2. The plaintiff was declared insolvent before action, and the cause of action vested in the trustees of his property.
- Insolvency, &c.
3. The defendant was discharged under a liquidation by arrangement pursuant to the Insolvency Act
4. The defendant compounded with his creditors under , and duly paid to the plaintiff the composition on the day appointed.
- Coverture.
5. The defendant was covert at the time of making the alleged contract [or, contracting the alleged debt].
- Infancy.
6. The defendant was an infant at the time of making the alleged contract [or, contracting the alleged debt].
- Payment into Court.
7. The defendant as to the whole action [or, as to \$ parcel of the money claimed, or, as to the plaintiff's claim on the guarantee of the of , 18 , or as the case may be,] has paid into Court \$, and says that sum is enough to satisfy the plaintiff's claim, [or, the plaintiff's claim herein pleaded to].
- Release.
8. The causes of action were released by deed, dated the , between the plaintiff of the first part and the defendant of the second part.
- Rescission before breach.
9. The contract was rescinded [or, the defendant was exonerated by the plaintiff] before breach. Particulars are as follows:—An arrangement between the plaintiff and the defendant, made verbally on the , [or, by letter from the defendant to the plaintiff, and answer of the plaintiff, dated the].
- Statute of limitations.
10. The debt was barred by the Statute of Limitations, [state which]
- Statute of Frauds.
11. The (17th) Section of the Statute of Frauds has not been complied with.

(Signed),

D. 8.

TO ACTIONS FOR DAMAGES FOR BREACH OF CONTRACT OR DUTY.

Denials, &c.

1. The defendant did not agree to employ the plaintiff.
2. The defendant did not refuse to take the plaintiff into his service.
3. The defendant did not discharge the plaintiff from his service.

4. The defendant discharged the plaintiff from his service for good and sufficient reason, viz.: Appendix D.
(Continued.)
5. The defendant did not contract (or, promise, or, agree) as alleged.
6. The defendant did not receive the goods for the alleged purpose (or, on the alleged terms).
7. The defendant did not receive the plaintiff as a passenger to be carried as alleged.
8. The defendant did not [*insert breaches denied*].
9. The defendant was not ready and willing to accept and pay for the goods (or, to deliver the goods, or, as the case may be).
10. There was contributory negligence on part of the plaintiff. Contributory
negligence.
11. The plaintiff did not pay or tender the money for Carriers, the carriage.
12. The damage or loss occurred from the inherent vice (or, bad condition when received) of the goods, (or, as the case may be).
13. The loss occurred by reason of the excepted perils mentioned in the charter-party (or, bill of lading), that is to say, the perils of the seas (or, fire, or as the case may be).
14. The charter-party was cancelled pursuant to cancelling clause therein, the ships not having arrived at port of loading on or before Charter parties.
15. The alleged liability of the defendant had ceased by reason of cesser clause in the charter-party, the cargo shipped having been worth more at the port of discharge than the freight or demurrage.
16. The loss was not by the perils insured against. Insurance.
17. The plaintiff was not interested in the subject matter of the insurance.
18. The ship was not seaworthy at commencement of risk (or, voyage).
19. The plaintiff was not ready and willing to marry the defendant. Breach of promise.

(Signed),

Appendix D.
(Continued).

D. 9.

TO ACTIONS CLAIMING INJUNCTIONS, DAMAGES, OR DECLARATIONS OF RIGHT, FOUNDED UPON WRONGS.

To all actions for wrongs.

Denial of the several acts (or matters) complained of.

(Signed),

To actions for detention or conversion of chattels.

1. The goods (or, chattels, *or as the case may be*) were not the plaintiff's

2. The goods were detained for a lien to which the defendant was entitled.

Particulars are as follows:—

1887, May 3.—To carriage of the goods claimed from
to :—
45 tons, at 2s. \$

(Signed),

To action for personal bodily injuries or injuries to chattels.

3. The defendant did the acts complained of in necessary self-defence.

4. There was contributory negligence on the part of the plaintiff (or, the plaintiff's servant).

(Signed),

D. 10.

To actions for infringement of a patent.

1. The defendant did not infringe the patent.

2. The invention was not new.

3. The plaintiff was not the first or true inventor.

4. The invention was not useful.

5. [*Denial of any other matter of fact affecting the validity of the patent.*]

6. The patent was not assigned to the plaintiff.

(Signed),

D. 11.

Trade Mark.

1. The trade mark is not the plaintiff's.

2. The alleged trade mark is not a trade mark.

3. The defendant did not infringe.

(Signed),

D. 12.Appendix D.
(Continued.)

1. The defendant did not commit the alleged trespasses, nor any of them. To trespass.
2. The defendant did not obstruct the plaintiff's right of way. To right of way.
4. The plaintiff had no right of way as alleged.
5. The defendant did not assault the plaintiff. To assault.
6. The plaintiff's lights are not ancient [*or deny his other alleged prescriptive rights*]. Light.
7. The plaintiff's lights will not be materially interfered with by the defendant's buildings.
8. The defendant denies that he or his servants pollute the water [*or do what is complained of*]. Nuisance.

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

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

1870. Plaintiff's mill began to work.

1871. Plaintiff came into possession.

1883. First complaint.

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

(Signed),

D. 13.

1. The said A. B. was not the servant of the plaintiff. To actions for seduction.
2. The defendant did not seduce and carnally know the said A. B.

(Signed),

Appendix D.
(Continued.)

D. 14.

TO ACTIONS FOR RECOVERY OF LAND.

1. The defendant is in possession of the premises by himself or his tenant.

2. The defendant had no notice to quit.

(Signed),

D. 15.

COUNTER-CLAIMS.

1. The defendant lent \$ _____ to the plaintiff on which the defendant counter-claims.

2. The defendant has suffered damage by the plaintiff's breach of a contract for the sale and delivery by the plaintiff to the defendant of

3. The goods not delivered were

Particulars of the damages:—

Difference between market price in _____,
and the contract price at _____ per ton,
(or as the case may) \$

The defendant counter-claims \$ _____

(Signed),

D. 16.

DEFENCES IN EQUITABLE MATTERS.

1. The defendants do not admit the plaintiff's claim.

[or]

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

[or]

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

2. The claim is barred by the Statute of Limitations.

[State which.]

3. Payment was made by deceased.

4. The claim is fraudulent in the following particulars:—

[Set out particulars.]

To action for
Administration.

5. The defendant is entitled to a set-off, of which the Appendix D.
following are the particulars:— (Continued.)

[Set out particulars]

6. The claim was released by deed dated the
of

7 Notice was given and assets distributed according to
the Statute,

Particulars of the Notice.

Advertisements in the *Times* of January 1, 18 .

Advertisements in the *New York Herald*, February, 18 .

Advertisements in the *Royal Gazette* of Newfoundland of
January 25, 18 .

[Giving the titles of the newspapers and the dates of
those in which the advertisement appeared.]

8. The personal estate of the testator is sufficient to pay
the plaintiff his debt if established.

9. The defendant is not next-of-kin or legatee of the
deceased.

(Signed),

D. 17.

No. 1.

1. The defendant did not execute the mortgage.
2. The mortgage was not assigned to the plaintiff (if To actions for
foreclosure by
mortgage. *more than one assignment is alleged say which is denied.*)
3. The debt is barred by the Statute of Limitations.
4. Payments have been made, viz :—
10 July, 1884, \$
18 October, 1885, \$
5. The plaintiff took possession on the of
, and has received the rents ever since.
6. The plaintiff released the debt by deed, dated
- 7 The defendant conveyed all his interest to A. B. by
deed, dated

The defendant claims:—

1. Account.
2. Re-conveyance.

(Signed).

Appendix D.
(Continued.)

No. 2.

To same by
alleged second
incumbrancer who
claims priority.

- 1.
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.
- (As in preceding form.)

7. By a deed, dated _____, the mortgagor A. B. mortgaged the property in question to the defendant to secure \$ _____ and interest at _____ per cent. per annum.

The defendant claims :—

1. A declaration of priority and foreclosure (and a receiver).

(Signed),

[If the plaintiff claims payment of the mortgage debt, the defendant must, if he disputes his liability, show the grounds on which he does so as in other cases of debt ; or he can claim indemnity against the owner of the Equity of Redemption.]

D. 18.

To actions for
redemption.

1. The plaintiff's right to redeem is barred by the Statute of Limitations.—[State which]

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

3. The defendant by deed, dated the _____ day of _____, assigned all his interest in the mortgage debt and property comprised in the mortgage to A. B.

4. The defendant never took possession of the mortgaged property, or received the rents thereof.

(Signed),

[If the defendant admits possession for a time only, he should state the time, and deny possession beyond what he admits]

D. 19.

To actions for
specific per-
formance.

1. The defendant did not enter into the agreement.
2. A. B. was not the agent of the defendant (if alleged by plaintiff).

3 The plaintiff has not performed the following conditions:—(Conditions) Appendix D.
(Continued.)

4. The defendants did not—[*Alleged acts of part performance*].

5. The plaintiff's title to the property agreed to be sold is not such as the defendant is bound to accept by reason of the following matters:—[*State why*.]

6. The Statute of Frauds has not been complied with.

7. The agreement is uncertain in the following respects:—[*State them*.]

8. (or) The defendant has been guilty of delay;

9. (or) The defendant has been guilty of fraud (or misrepresentation):

10. (or) The agreement is unfair;

11. (or) The agreement was entered into by mistake.

The following are particulars of (8), (9), (10), (11).
(or as the case may be).

12. The agreement was rescinded under Conditions of Sale, No. 11, (or, by mutual agreement).

(Signed),

[*In cases where damages are claimed and the defendant disputes his liability to damages, he must deny the agreement or the alleged breaches, or show whatever other ground of defence he intends to rely on, e. g., Statute of Limitations, accord and satisfaction, release, fraud, &c.*]

D. 20.

FORMS OF DEFENCE IN PROBATE ACTIONS.

No. 1.

The defendant is nephew and next-of-kin of the deceased, being son of G. B., the brother of the deceased, who died in his lifetime. Interest suit.

The defendant claims:—

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

(Signed).

Appendix D.
(Continued).

No. 2.

Probate of will
in solemn form.

1. The said will and codicil of the deceased were not duly executed according to the provisions of the Statute.

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

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

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

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

6. The deceased made his true last will, dated the _____, and thereby appointed the defendant sole executor thereof.

The defendant claims:—

1. That the Court will pronounce against the said will and codicil propounded by the plaintiff;

2. That the Court will decree probate of the will of the deceased, dated the _____, in solemn form of law.

(Signed),

APPENDIX E.

Appendix E.

FORMS OF REPLY.

In the Supreme Court of Newfoundland.

Between , Plaintiff, }
 and }
 , Defendant. }

Reply.

The plaintiff as to the defence says that—

General Form.

1.

2.

The plaintiff as to the counter-claim says that—

1.

2.

(Signed),

Reply.

The plaintiff as to the defence says that --

Joinder on
guarantee.

1. He joins issue.

2. The agreement giving time to the principal expressly reserved remedies against the surety.

The plaintiff as to the counter-claim says that—

1. The defendant was not ready and willing to accept Goods, and pay for the goods.

(Signed),

E. 2.

DEFENCE INCLUDING AN OBJECTION IN POINT OF LAW.

No. 1.

[*Heading.*]

Defence.

The defendant says that—

1. The goods were not supplied to E. F. on the guar- To action on a
antee. guarantee.

Appendix E. 2. The defendant will object that the guarantee dis-
(Continued.) closes a past consideration on the face of it.

(Signed),

No. 2.

[*Heading.*]

Defence

Verbal slander.

The defendant says that—

1. The defendant did not speak or publish the words.
2. The words did not refer to the plaintiff.
3. The defendant will object that the special damage stated is not sufficient in point of law to sustain the action

(Signed),

No. 3.

[*Heading.*]

Defence.

On marine
policies.

The defendant says that—

1. The defendant did not make the policy.
2. The loss was not by the perils insured against.
3. The defendant will object that the policy was avoided by 19 George II., c. 37, s. 1.

(Signed),

APPENDIX F.

Appendix F.

FORMS OF JUDGMENT.

No. 1.

DEFAULT OF APPEARANCE AND DEFENCE IN CASE OF
LIQUIDATED DEMAND.*In the Supreme Court of Newfoundland.*

Between A. B., Plaintiff,)
and)
C. D. and E. F., Defendants.)

(Date.)

The defendants (*or* the defendant C. D.) not having appeared to the writ herein (*or* not having delivered any defence), it is this day adjudged that the plaintiff recover against the said defendant \$, and costs, to be taxed.

No. 2.

INTERLOCUTORY JUDGMENT IN DEFAULT OF APPEARANCE OR
DEFENCE WHERE DEMAND UNLIQUIDATED.*[Heading as in Form 1.]*

The day of , 18

No appearance having been entered to the writ or no defence having been delivered by the defendant herein.

It is this day adjudged that the plaintiff recover against the defendant the value of the goods (*or* damages *or* both, as the case may be,) to be assessed.

No. 3.

JUDGMENT IN DEFAULT OF APPEARANCE IN ACTION FOR
RECOVERY OF LAND.*[Heading as in Form 1.]*

The day of , 18

No appearance having been entered to the writ herein, it is this day adjudged that the plaintiff recover possession of the land in the statement with the writ described

as

Appendix F.
(Continued.)

No. 4.

JUDGMENT IN DEFAULT OF APPEARANCE AND DEFENCE AFTER
ASSESSMENT OF DAMAGES.

[*Heading as in Form 1.*]

(Date.)

Judgment after
assessment.

The defendants not having appeared to the writ herein
(*or* not having delivered any defence), and the damages
which the plaintiff was entitled to recover having been
assessed by at \$, it is adjudged that the
plaintiff recover \$ and costs to be taxed.

No. 5.

JUDGMENT AFTER APPEARANCE AND ORDER UNDER ORDER XIV.

Rule 1.

[*Heading as in Form 1.*]

The day of , 18 .

*After judgment
under Order 14.

The defendant having appeared to the writ of summons
herein, and the plaintiff having by the order of ,
dated the day of , 18 , obtained leave
to sign judgment under the Rules of the Supreme Court, for
[*recite order*].

It is this day adjudged that the plaintiff recover against
the defendant \$, (*or* possession of the land in the state-
ment with the writ described as) and costs to be taxed.

The above costs have been taxed and allowed at \$
as appears by a (taxing officer's) certificate, dated the
day of , 18 .

No. 6.

JUDGMENT AT TRIAL BY JUDGE WITHOUT A JURY.

[*Heading as in Form 1.*]

Judgment at trial
without jury

This action coming on for trial [the day of ,
and] this day, before , in the presence of counsel for
the plaintiff and the defendants (*or, if some of the defendants
do not appear*, for the plaintiff and the defendant C. D., no
one appearing for the defendants E. F. and G. H., although

they were duly served with notice of trial as by the affidavit of Appendix F.
of (Continued.)
filed the day of, appears,) upon
hearing the probate of the will of the answers
of the defendants C. D., E. F., and G. H., to interrogatories,
the admission in writing, dated and signed by [Mr.
, the solicitor for] the plaintiff A. B., and by
[Mr. , the solicitor for] the defendant C. D.,
the affidavit of filed the day of ,
the affidavit of filed the day of , the
evidence of taken on their oral examination at the
trial, and an exhibit marked X, being an indenture dated,
&c., and made between [parties], and what was alleged by
counsel on both sides: This court doth declare, &c.

And this court doth order and adjudge, &c.

No. 7.

JUDGMENT AFTER TRIAL WITH A JURY.

[Heading as in Form 1.]

(Date.)

The action having on the been tried before the
Honourable Mr. Justice with a special jury and the After trial with
jury having found [*state findings*], and the said Mr. Justice jury.
having ordered that judgment be entered for the
plaintiff for \$ and costs (or, as the case may be): There-
fore it is adjudged that the plaintiff recover against the
defendant \$ and \$ for his costs (or that the plaintiff
recover nothing against the defendant, and that the defend-
ant recover against the plaintiff \$ for his costs of
defence, or, as the case may be).

No. 8.

JUDGMENT AFTER TRIAL BEFORE REFEREE.

[Heading as in Form 1.]

The day of, 18 .

The action having on the day of, 18 . After trial before
been tried before X. Y., Esq., referee, and the said X. Y., referee.
having found (or reported) that , and the same
having been confirmed by the Court before the Honourable
Mr. Justice

It is this day adjudged that

Appendix F.
(Continued.)

No. 9.

JUDGMENT AFTER TRIAL OF QUESTION OF ACCOUNT BY REFEREE.

[Heading as in Form 1.]

The day of , 18 .

On questions of
account.

The questions of account in this action having been referred to and he having found that there is due from the to the the sum of \$, and directed that the do pay the costs of the reference

It is this day adjudged that the recover against the said \$ and costs to be taxed.

The above costs have been taxed and allowed at \$, as appears by a (taxing officer's) certificate, dated the day of , 18 .

No. 10.

JUDGMENT UPON MOTION FOR JUDGMENT.

[Heading as in Form 1.]

(Date.)

Upon motion for
judgment.

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

No. 11.

JUDGMENT AFTER TRIAL BY COURT WITHOUT JURY.

[Heading as in Form 1.]

Judgment after
trial without
jury.

This action having on the day of , 18 , been tried before and the said on the day of , 18 , having ordered that judgment be entered for the for \$.

It is this day adjudged that the recover from the \$ and costs to be taxed.

The above costs have been taxed and allowed at \$, as appears by a (taxing officer's) certificate, dated the day of , 18 .

Judgment entered the day of , 18 .

No. 12.

Appendix F.
(Continued.)

JUDGMENT IN PURSUANCE OF ORDER.

[Heading as in Form 1.]

Pursuant to the Order of _____ dated the _____ day of _____ Judgment on
 _____, 18____, whereby it was ordered _____ and order,
 default having been made _____

It is this day adjudged that the plaintiff recover against
 the said defendant \$ _____ and costs to be taxed.

The above costs have been taxed and allowed at \$ _____,
 as appears by a (taxing officer's) certificate, dated the
 day of _____, 18____.

No. 13.

JUDGMENT FOR DEFENDANT'S COSTS ON DISCONTINUANCE.

[Heading as in Form 1.]

The _____ day of _____, 18____.

The plaintiff having by a notice in writing, dated the _____ day of _____, 18____, wholly discontinued this action. On discontinu-
 action (or withdrawn his claim in this action for _____
 or withdrawn so much of his claim in this action as relates to _____
 _____, or as the case may be).

It is this day adjudged that the defendant recover
 against the plaintiff costs to be taxed.

The above costs have been taxed and allowed at \$ _____,
 as appears by a (taxing officer's) certificate, dated the
 day of _____, 18____.

No. 14.

JUDGMENT FOR PLAINTIFF'S COSTS AFTER CONFESSION OF
DEFENCE.*[Heading as in Form 1.]*

The _____ day of _____, 18____.

The defendant in his defence herein having alleged a
 ground of defence which arose after the commencement of
 this action, and the plaintiff having on the _____
 day of _____, 18____, delivered a confession of that
 defence,

Appendix F. It is this day adjudged that the plaintiff recover against
(Continued). the defendant costs to be taxed.

The above costs have been taxed and allowed at \$ _____,
as appears by a taxing officer's certificate, dated the
day of _____, 18 ____.

No. 15.

JUDGMENT FOR COSTS AFTER ACCEPTANCE OF MONEY PAID
INTO COURT.

[Heading as in Form 1.]

The _____ day of _____, 18 ____.

After acceptance
of money paid in.

The defendant having paid into Court in this action the
sum of \$ _____ in satisfaction of the plaintiff's claim, and the
plaintiff having by his notice, dated the _____ day of
_____, 18 ____, accepted that sum in satisfaction of his
entire cause of action, and the plaintiff's costs herein having
been taxed, and the defendant not having paid the same
within forty-eight hours after the said taxation;

It is this day adjudged that the plaintiff recover against
the defendant costs to be taxed.

The above costs have been taxed and allowed at \$ _____,
as appears by a taxing officer's certificate, dated the
day of _____, 18 ____.

No. 16.

JUDGMENT WHERE NO JUDGMENT ENTERED AT TRIAL BY JURY

[Heading as in Form 1.]

The _____ day of _____, 18 ____.

Judgment where
none entered at
trial by jury.

This action having on the _____ day of _____,
18 ____, been tried before _____ and a _____ jury
of the _____ of _____, and the jury having
found _____ and the _____ not having thought fit
to order any judgment to be entered.
Now on motion before the Court for judgment on behalf of
the _____, the Court having

It is this day adjudged that the _____ recover
against the _____ the sum of \$ _____ and costs
to be taxed

The above costs have been taxed and allowed at \$ _____,
as appears by a master's certificate, dated the _____ day of
_____, 18 ____.

Judgment entered the _____ day of _____, 18 ____.

No. 17.

Appendix F.
(Continued.)

JUDGMENT ON MOTION AFTER TRIAL OF ISSUE.

[Heading as in Form 1.]

The day of , 18 .

The issues or questions of fact arising in this action (*or* After trial of
cause *or* matter) by the order, dated the day of issue upon an
 , ordered to be tried before order.

having on the day of been tried before
and the having found .

Now on motion before the Court for judgment on behalf of
 , the Court having

It is this day adjudged that the recover
against the the sum of \$ and costs to be taxed.

The above costs have been taxed and allowed at \$,
as appears by a master's certificate, dated the day of
 , 18 .

Judgment entered the day of , 18 .

No. 18

MEMORANDUM ON NOTICE OF JUDGMENT.

Take notice that from the time of the service of this Notice of judgment.
notice you (*or as the case may be*, the infant or person of
unsound mind) will be bound by the proceedings in the
above cause in the same manner as if you (*or* the said infant
or person of unsound mind) had been originally made a party
and that you (*or* the said infant or person of unsound mind)
may, on entering an appearance at the Clerk's Office, attend
the proceedings under the within mentioned judgment (*or*
order) and that you (*or* the said infant or person of unsound
mind) may within one month after the service of this notice
apply to the Court to add to the judgment (*or* order).

APPENDIX G.

FORMS OF WRITS OF EXECUTION.

No. 1

WRIT OF FIERI FACIAS

In the Supreme Court of Newfoundland.

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

Victoria, by the Grace of God, &c, of Great Britain and
 Ireland, Queen, Defender of the Faith.

To the Sheriff of , greeting :

*Fieri Facias on
 judgment.*

We command you that of the goods and chattels of
 C. D. in your bailiwick you cause to be made the sum of \$
 \$, and also interest thereon at the rate of \$ per
 centum per annum from the day of * which
 said sum of money and interest were lately before us in our
 Supreme Court in a certain action [*or* certain actions, *as the
 case may be*], wherein A. B. is plaintiff and C. D. defendant
 [*or* in a certain matter there depending intituled "In the
 matter of E. F." *as the case may be*] by a judgment [*or* order,
as the case may be] of our said Court, bearing date the
 day of adjudged [*or* ordered, *as the case may be*] to
 be paid by said C. D. to A. B., together with certain costs in
 the said judgment [*or* order, *as the case may be*] mentioned,
 and which costs have been taxed and allowed by one of the
 taxing officers of our said Court at the sum of \$ as
 appears by the certificate of the said taxing officer, dated the
 day of . And that of the goods and
 chattels of the said C. D. in your bailiwick you further cause
 to be made the said sum of \$ [costs] together with in-
 terest thereon at the rate of \$ per centum per annum
 from the day of , * and that you have
 that money and interest before us in our said Court imme-
 diately after the execution hereof to be paid to the said A. B.
 in pursuance of the said judgment [*or* order, *as the case may
 be*]. And in what manner you shall have executed this our
 writ make appear to us in our said Court immediately after
 the execution thereof. And have there then this writ.

Witness, &c.

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

No. 2.

Appendix G.
(Continued.)

FIERI FACIAS ON ORDER FOR COSTS.

[Heading as in Form 1.]

Victoria, by the Grace of God, &c.

To the Sheriff of _____, greeting:

We command you, that of the goods and chattels of _____ On order for
 _____, in your bailiwick, you cause to be made the ^{costs.}
 sum of \$ _____, for certain costs which by an order of our
 Supreme Court, dated the _____ day of _____, 18____,
 were ordered to be paid by the said _____ to
 _____, and which have been taxed and allowed
 at the said sum, and interest on the said sum at the rate of
 \$ _____ per centum per annum from the _____ day of
 _____, 18____, and that you have the said sum and
 interest before us in our said Court, immediately after the
 execution hereof, to be rendered to the said _____
 And in what manner, &c. And have there then this writ.

Witness, &c.,

Levy \$ _____ and \$ _____ for costs of execution, &c, and also
 interest on \$ _____ at five per centum per annum from the
 _____ day of _____, 18____, until payment; besides
 sheriff's poundage, officers' fees, costs of levying, and all other
 legal incidental expenses.

_____ This writ was issued by, &c, of
 _____ agent for _____, of
 _____ Solicitor for the _____

No. 3.

WRIT OF VENDITIONI EXPONAS.

[Heading as in Form 1.]

Victoria, by the Grace of God, &c.

To the Sheriff of _____, greeting:

Whereas by our writ we lately commanded you that of *Venditioni*
 the goods and chattels of C. D. *[here recite the fieri facias to exponas.*
the end.] And on the _____ day of _____, you
 returned to us in the Supreme Court aforesaid, that by virtue
 of the said writ to you directed you had taken goods and
 chattels of the said C. D. to the value of the money and in-
 terest aforesaid, which said goods and chattels remained in
 your hands unsold for want of buyers. Therefore, we being
 desirous that the said A. B., should be satisfied his money

Appendix G. and interest aforesaid, command you that you expose to sale
(Continued.) and sell, or cause to be sold, the goods and chattels of the
said C. D., by you in form aforesaid taken, and every part
thereof, for the best price that can be gotten for the same,
and have the money arising from such sale before us in our
said Court of Justice immediately after the execution hereof,
to be paid to the said A. B. And have there then this writ.

Witness, &c.

No. 4.

WRIT OF POSSESSION.

[*Heading as in Form 1.*]

Victoria, by the Grace of God, &c.
To the Sheriff of _____, greeting:

Habere facias.

Whereas lately in our Supreme Court, by a judgment
thereof A. B. recovered [*or E. F. was ordered to deliver to*
A. B.] possession of all that
with the appurtenances in your bailiwick: Therefore, we
command you that you omit not by reason of any liberty
of your district, but that you enter the same, and without
delay you cause the said A. B. to have possession of the said
land and premises with the appurtenances. And in what
manner, &c.

And have you there then this writ.

Witness, &c.

No. 5.

WRIT OF DELIVERY.

[*Heading as in Form 1.*]

Victoria, by the Grace of God, &c.
To the Sheriff of _____, greeting:

Writ of delivery.

We command you, that without delay you cause the
following chattels, that is to say [*here enumerate the chattels*
recovered by the judgment or order for the return of which
execution has been ordered to issue], to be returned to A. B.,
which the said A. B. lately in our Supreme Court recovered
against C. D. [*or C. D. was ordered to deliver to the said*
A. B.] in an action.* And we further command you, that if
the said chattels cannot be found in your bailiwick, you dis-
train the said C. D. by all his lands and chattels in your

bailiwick, so that neither the said C. D. nor any one for him ^{Appendix G.} do lay hands on the same until the said C. D. render to the ^(Continued.) said A. B. the said chattels.†

And in what manner, &c.

And have you there then this writ.

Witness, &c.

No. 6.

The like, but instead of a distress until the chattel is returned, commanding the Sheriff to levy on defendant's goods the assessed value of it.

[*Proceed as in the preceding form until the *, and then* ^{Assessed value.} *thus:*] And we further command you, that if the said chattels cannot be found in your bailiwick, of the goods and chattels of the said C. D. in your bailiwick you cause to be made \$ [the assessed value of the chattels.]† And in what manner, &c.

And have you there then this writ.

Witness, &c.

[*If in either of the preceding forms it is wished to include damages, costs and interest, proceed to the † and continue thus*]

And we further command you that of the goods and chattels of the said C. D. in your bailiwick, you cause to be ^{Damages, costs,} made the sum of \$, [damages]. And also interest thereon at the rate of 5 per centum per annum, from the day of , which said sum of money and interest were in the said action by the judgment therein [or by order] dated the day of , adjudged [or ordered] to be paid by the said C. D. to A. B., together with certain costs in the said judgment [or order] mentioned, and which costs have been taxed and allowed by one of the taxing officers of our said Court at the sum of \$, as appears by the certificate of the said taxing officer, dated the day of . And that of the goods and chattels of the said C. D., in your bailiwick, you further cause to be made the said sum of \$, [costs], together with interest thereon at the rate of 5 per centum per annum, from the day of , and that you have that money and interest before us in our said Court immediately after the execution hereof, to be paid to the said A. B. in pursuance of the said judgment [or order].

And in what manner, &c.

And have you there this writ.

Witness, &c.

Appendix G.
(Continued.)

No. 7.

WRIT OF ATTACHMENT FOR CONTEMPT.

[*Heading as in Form 1.*]

Victoria, by the Grace of God, &c.
To the Sheriff of _____, greeting:

Contempt.

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

Witness, &c.

No. 8.

WRIT OF CAPIAS AD SATISFACIENDUM.

[*Heading as in Form 1*]

Victoria, by the Grace of God, &c.
To the Sheriff of the _____ District of Newfoundland and his Deputies, greeting:

*Capias ad
satisfaciendum.*

We command that within one calendar month from the date hereof, and not after without further order, you take the above named defendant and him safely keep so that you have his body before us in our Supreme Court immediately after the execution hereof, to satisfy the said plaintiff upon a judgment, which the plaintiff lately in our said Court recovered against the defendant, or until he shall be otherwise discharged by due course of law, and have you then and there this writ.

Witness, &c.

(Name of Plaintiff or Plaintiff's Solicitor,
and their addresses.)

By order of Mr. Justice
of \$ _____

for the sum

Appendix H.

No. 1.

In the Supreme Court of Newfoundland.

Victoria, by the Grace of God, &c.

To _____, greeting:

We command you to attend before _____ at _____
on _____ day the _____ day of _____, 18____, _____
at the hour of _____ in the _____ noon, and so from day
to day until the above cause is tried to give evidence on
behalf of the plaintiff (or defendant).

Witness, &c.

HABEAS CORPUS AD TESTIFICANDUM

[Heading as in Form 1.]

Victoria, by the Grace of God, &c.
To the [keeper of our prison at]

*Habeas ad
testificandum.*

We command you that you bring
 who it is said is detained in our prison under your custody
 , before at on day
 the day of at the hour of in the
 noon, and so from day to day until the above action
 is tried, to give evidence on behalf of the
 And that immediately after the said shall
 have so given his evidence you safely conduct him to the
 prison from which he shall have been brought.

Witness, &c.

This writ was issued, &c

Appendix H.
(Continued.)

No. 3.

SUBPOENA DUCES TECUM (GENERAL FORM).

[*Heading as in Form 1.*]

Victoria, by the Grace of God, &c.

To [*the names of three witnesses may be inserted*] greeting:

Duces tecum.

We command you to attend before _____ at
on _____ day the _____ day of _____, 18____, at
the hour of _____ in the _____ noon, and so from day
to day until the above cause is tried, to give evidence on
behalf of the _____, and also to bring with you and
produce at the time and place aforesaid [*specify documents to
be produced*].

Witness, &c.

No. 4.

CERTIORARI TO INFERIOR COURTS, &c.

[*Heading as in Form 1*]

Victoria, by the Grace of God, &c.

To the Judge of the _____ Court (Magistrates or Justices
of the Peace) holden at _____, greeting:

Certiorari.

We, willing for certain causes to be certified [of a plaint
levied in our Court before you against _____ at the
suit of _____] command you that you send to us
forthwith in the Supreme Court of Newfoundland the [said
plaint] with all things touching the same, as fully and en-
tirely as the same remain in [our said Court before you,] by
whatsoever names the parties may be called therein, together
with this writ, that we may further cause to be done there-
upon what of right we shall see fit to be done.

Witness, &c.

This writ was issued by, &c.

No. 5.

Appendix H.
(Continued).

PROHIBITION.

[Heading as in Form 1]

Victoria, by the Grace of God, &c

To the [Judge of the District Court] and to [name of plaintiff]
of , greeting :

Whereas we have been given to understand that you the Prohibition.
said have entered a plaint against C. D. in
the said Court, and that the said Court has no jurisdiction in
the said [cause] or to hear and determine the said [plaint] by
reason that *[state facts showing want of jurisdiction.]*

We therefore hereby prohibit you from further proceed-
ing in the said [action] in the said Court.

Witness, &c.

This writ was issued by, &c.

No. 6.

MANDAMUS.

Victoria, by the Grace of God, &c.

To of , greeting :

Whereas by *[here recite Act of Parliament or Charter if Mandamus.*
the act required to be done is founded on either one or the other.]
And whereas we have been given to understand and been
informed in our Supreme Court of Newfoundland that *[insert*
necessary inducement and averments.] And you the said
were then and there required by *[insert*
demand] but that you the said well knowing
the premises, but not regarding your duty in that behalf then
and there wholly neglected and refused to *[insert refusal]* nor
have you or any of you at any time since
in contempt of us and to the great damage and grievance of
as we have been informed from their
complaint made to us. Whereupon we being willing that
due and speedy justice should be done in the premises as it
is reasonable, do command you the said
and every of you firmly enjoining you that you *[insert*
command] or that you show us cause to the contrary thereof,
lest by your default the same complaint should be repeated
to us and how you shall have executed this our writ make

Appendix H. known to us in our said Court forthwith, then returning to
(Continued.) us this our said writ, and this you are not to omit.

Witness, &c.

By the Court,

(Signed),

No. 7.

COMMISSION TO EXAMINE WITNESSES.

[*Heading as in Form 1.*]

Commission to
examine
witnesses.

Victoria, by the Grace of God, &c.

To

of
and
of
Commissioners named by and on behalf of the
and to
of
and
of
Commissioners named by and on behalf of the
greeting:

Know you that we in confidence of your prudence and fidelity have appointed you and by these presents give you power and authority to examine on interrogatories and *viva voce* as hereinafter mentioned witnesses on behalf of the said and respectively at before you or any two of you, so that one Commissioner only on each side be present and act at the examination. And we command you as follows:

1. Both the said and the said shall be at liberty to examine on interrogatories and *viva voce* on the subject matter thereof or arising out of the answers thereto such witnesses as shall be produced on their behalf with liberty to the other party to cross-examine the said witnesses on cross-interrogatories and *viva voce*, the party producing any witness for examination being at liberty to re-examine him *viva voce*; and all such additional *viva voce* questions, whether on examination, cross-examination, or re-examination, shall be reduced into writing, and, with the answers thereto, shall be returned with the said commission.

2. Not less than _____ days before the examination Appendix H.
of any witness on behalf of either of the said parties, notice (Continued.)
in writing, signed by any one of you, the commissioners of
the party on whose behalf the witness is to be examined, and
stating the time and place of the intended examination and
the names of the witnesses to be examined, shall be given to
the commissioners of the other party by delivering the notice
to them, or by leaving it at their usual place of abode or
business, and if the commissioners or commissioner of that
party neglect to attend pursuant to the notice, then one of
you, the commissioners of the party on whose behalf the
notice is given, shall be at liberty to proceed with and take
the examination of the witness or witnesses *ex parte*, and
adjourn any meeting or meetings, or continue the same from
day to day until all the witnesses intended to be examined
by virtue of the notice have been examined, without giving
any further or other notice of the subsequent meeting or
meetings.

3. In the event of any witness on his examination, cross-examination, or re-examination producing any book, document, letter, paper, or writing, and refusing for good cause to be stated in his deposition to part with the original thereof, then a copy thereof, or extract therefrom, certified by the commissioners or commissioner present and acting to be a true and correct copy or extract shall be annexed to the witnesses deposition.

4. Each witness to be examined under this Commission shall be examined on oath, affirmation, or otherwise in accordance with his religion by or before the commissioners or commissioner present at the examination.

5. If any one or more of the witnesses do not understand the English language (the interrogatories, cross-interrogatories, and *viva voce* questions, if any, being previously translated into the language with which he or they is or are conversant), then the examination shall be taken in English through the medium of an interpreter or interpreters to be nominated by the commissioners or commissioner present at the examination, and to be previously sworn according to his or their several religions by or before the said commissioners or commissioner truly to interpret the questions to be put to the witness and his answers thereto.

6. The depositions to be taken under this Commission shall be subscribed by the witness or witnesses, and by the commissioners or commissioner who shall have taken the depositions.

Appendix H.
(Continued.)

7. The interrogatories, cross-interrogatories, and depositions, together with any documents referred to therein, or certified copies thereof or extracts therefrom, shall be sent to the Chief Clerk and Registrar of the Supreme Court of Newfoundland on or before the _____ day of _____ enclosed in a cover under the seals or seal of the commissioners or commissioner.

8. Before you or any of you, in any manner act in the execution hereof you shall severally take the oath hereon indorsed on the Holy Evangelists or otherwise in such other manner as is sanctioned by the form of your several religions and is considered by you respectively to be binding on your respective consciences. In the absence of any other commissioner, a commissioner may himself take the oath.

And we give you or any one of you authority to administer such oath to the other or others of you.

Witness, &c. _____

This writ was issued by, &c. _____

WITNESSES OATH.

You are true answer to make to all such questions as shall be asked you, without favour or affection to either party, and therein you shall speak the truth, the whole truth, and nothing but the truth. So help you God.

COMMISSIONER'S OATH.

You [*or I*] shall, according to the best of your [*or my*] skill and knowledge, truly and faithfully, and without partiality to any or either of the parties in this cause, take the examinations and depositions of all and every witness and witnesses produced and examined by virtue of the Commission within written. So help you [*or me*] God.

INTERPRETER'S OATH.

You shall truly and faithfully, and without partiality to any or either of the parties in this cause, and to the best of your ability, interpret and translate the oath or oaths, affirmation or affirmations which he shall administer to, and all and every the questions which shall be exhibited or put to, all and every witness and witnesses produced before and examined by the commissioners named in the Commission

within written, as far forth as you are directed and employed by the said commissioners, to interpret and translate the same out of the English, into the language of such witness or witnesses, and also in like manner to interpret and translate the respective depositions taken and made to such questions out of the language of such witness or witnesses into the English language. So help you God.

Appendix H.
(Continued.)

CLERK'S OATH.

You shall truly, faithfully, and without partiality to any or either of the parties in this cause, take, write down, transcribe, and engross all and every the questions which be exhibited or put to all and every witness and witnesses, and also the depositions of all and every such witness and witnesses produced before and examined by the said commissioners named in the Commission within written, as far forth as you are directed and employed by the commissioners to take, write down, transcribe or engross the said questions and depositions. So help you God.

NOTE.—A Commission may issue but an Order will be sufficient for the examination of witnesses within the jurisdiction of the Supreme Court.

No. 8.

COMMISSION TO EXAMINE WITNESSES.

18

In the Supreme Court of Newfoundland,

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

Victoria, by the Grace of God, &c.

To [state name and address of examiner or commissioner appointed], greeting:

Whereas in an action of our said Court on behalf of _____ commenced in _____ against _____, a commission has been ordered to be issued for the examination of witnesses concerning the truth of the matters at issue in the said cause. We therefore hereby authorize you, upon the _____ day of _____, 18____, at _____, (or at such time and place as you may appoint) in the presence of the parties or the solicitors in the said action, or in the presence of their or either of their lawfully appointed substitutes, or otherwise notwithstanding the ab-

Short form of
Commission
without inter-
rogatories.

Appendix H. sence of either of them, to swear the witnesses who shall be
 (Continued.) produced before you for examination in the said cause, and
 cause them to be examined, and their depositions to be re-
 duced into writing. We further authorize you to adjourn
 (if necessary) the said examinations from time to time and
 from place to place, as you may find expedient. And we
 command you, upon the examinations being completed, to
 transmit the depositions and the whole proceedings had and
 done before you, together with this commission, to the
 Registry of our said Court.

Witness, &c.

E. F.,
C. C. and Registrar.

Commission to examine Witnesses.

Taken out by

Appendix J.

APPENDIX J.

No. 1.

SUMMONS (GENERAL FORM).

18

In the Supreme Court,

Mr. Justice

Between { and Plaintiff,
 Defendant.

Let all parties concerned attend before Mr. Justice
 in Chambers on the day of
 , 18 , at o'clock, , on the hearing
 of an application on the part of

Dated the day of , 18 .
Judge.

Solicitor.

To

No. 2.

Appendix J.
(Continued.)

ORDER (GENERAL FORM).

[*Heading*]

Upon hearing _____, and upon reading
the affidavit of _____, filed the _____ day
of _____, 18____, and

I do order [*or it is ordered*] that
[*or do show cause, &c.*] and that the costs of this applica-
tion be

Dated the _____ day of _____, 18____.

No. 3.

ORDER UNDER ORDER XIV, No. 1.

[*Heading.*]

Upon hearing _____, and upon reading _____
the affidavit of _____, filed the _____ day _____
of _____, 18____, and For final judg-
ment under
Order XIV.

It is ordered that the plaintiff may sign final judgment
in this action for the amount claimed with the writ, with
interest, if any [*or possession of the land in the claim with*
the writ described as _____] and costs to be taxed,
[*or to the extent and upon the terms allowed by the order*] and
that the costs of this application be

Dated the _____ day of _____, 18____.

No. 4.

ORDER TO AMEND.

[*Heading.*]

Upon hearing _____
and upon reading the affidavit of _____
filed the _____ day of _____, 18____, and

It is ordered that the Plaintiff be at liberty to amend To amend,
the _____ in this action by _____ and that the
costs of this application be

Dated the _____ day of _____, 18____.

Appendix J.
(Continued.)

No. 5.

ORDER FOR PARTICULARS (PARTNERSHIP).

[*Heading.*]

For particulars of
partnership.

Upon hearing
and upon reading the affidavit of
filed the day of , 18 , and

It is ordered that the furnish the
with a statement in writing, verified by affidavit, setting
forth the names of the persons constituting the members or
co-partners of their firms, pursuant to the rules of the
Supreme Court, and that the costs of this application be

Dated the day of , 18 .

No. 6.

ORDER FOR PARTICULARS (GENERAL).

[*Heading.*]

For particulars
in general.

Upon hearing
and upon reading the affidavit of
filed the day of , 18 , and

It is ordered that the Plaintiff deliver to the defendant
an account in writing of the particulars of the
Plaintiff's claim in this action and that unless
such particulars be delivered within days from the date
of this order all further proceedings be stayed until the de-
livery thereof, and that the costs of this application be

Dated the day of , 18 .

No. 7.

ORDER FOR PARTICULARS (ACCIDENT CASE).

[*Heading.*]

In action for
negligence.

Upon hearing
and upon reading the affidavit of
filed the day of , 18 , and

It is ordered that the Plaintiff deliver to the defendant
an account in writing of the particulars of the injuries men-
tioned in the statement of claim, together with the time and
place of the accident, and the particular acts of negligence
complained of, and that unless such particulars be delivered

within days from the date of this order all further Appendix J.
proceedings in this action be stayed until the delivery (Continued).
thereof, and that the costs of this application be

Dated the day of , 18 .

No. 8.

ORDER TO DISCHARGE OR VARY ON APPLICATION BY
THIRD PARTY.

[Heading.]

Upon hearing
and upon reading the affidavit of , filed the
day of , 18 , and

It is ordered that the order of in this To vary.
action dated the day of , 18 ,
be discharged *[or varied by]* and that the
costs of this application be

Dated the day of , 18

No. 9.

ORDER TO DISMISS FOR WANT OF PROSECUTION.

[Heading.]

Upon hearing
and upon reading the affidavit of filed the
day of , 18 , and

It is ordered that this action be, for want of prosecu- To dismiss.
tion, dismissed with costs to be taxed and paid to the
Defendant by the Plaintiff, and that the costs of this
application be

Dated the day of , 18 .

No. 10.

ORDER FOR DELIVERY OF INTERROGATORIES.

[Heading.]

Upon hearing
and upon reading the affidavit of , filed the
day of , 18 , and

It is ordered that the be at liberty to For interroga-
deliver to the interrogatories in writing, and tories.
that the said do answer the interrogatories
as prescribed by and the Rules of the Supreme
Court, and that the costs of this application be

Dated the day of , 18 .

Appendix J.
(Continued.)

No. 11.

ORDER FOR AFFIDAVIT AS TO DOCUMENTS.

[Heading.]

Upon hearing

For documents,

It is ordered that the do, within
days from the date of this order answer on affidavit stating
what documents are or have been in possession
or power relating to the matters in question in this action,
and that the costs of this application be

Dated the day of , 18 .

No. 12.

ORDER TO PRODUCE DOCUMENTS FOR INSPECTION.

[Heading]

Upon hearing
and upon reading the affidavit of , filed the
day of , 18 , and

For inspection.

It is ordered that the do, at all reasonable
times, on reasonable notice, produce at [*insert place of in-*
spection], situate at , the following documents,
namely, , and that the be at
liberty, to inspect and peruse the documents so produced,
and to take copies and abstracts thereof and extracts there-
from, at expense, and that in the meantime all
further proceedings be stayed, and that the costs of this
application be

Dated the day of , 18 .

No. 13.

ORDER FOR PRODUCTION (UNDERWRITERS).

[Heading.]

Upon hearing
and upon reading the affidavit of , filed the
day of , 18 , and

In Insurance
cases,

It is ordered that the do produce and show
to the upon oath all insurance slips, policies,
letters of instruction, or other orders for effecting such slips
or policies, or relating to the insurance or the subject matter
of the insurance on the ship , or the cargo on

board thereof, or the freight thereby, and also all documents relating to the sailing or alleged loss of the said ship the cargo on board thereof, and the freight thereby, and all letters and correspondence with any person or persons in any manner relating to the effecting of the insurance on the said ship, the cargo on board thereof, or the freight thereby, or any other insurance whatsoever effected on the said ship, or the cargo on board thereof, or the freight thereby on the voyage insured by, or relating to the policy sued upon in this action, or any other policy whatsoever effected on the said ship, or the cargo on board thereof, or the freight thereby on the same voyage. Also all correspondence between the captain or agent of the vessel and any other person, with the owner or any person or persons previous to the commencement of or during the voyage upon which the alleged loss happened. Also all protests, surveys, log books, charter-parties, tradesmen's bills for repairs, average statements, letters, invoices, bills of parcels, bills of lading, manifests, accounts, accounts-current, accounts-sales, bills of exchange, receipts, vouchers, books, documents, correspondence, papers, and writings, (whether originals, duplicates, or copies respectively,) which now are in the custody, possession, or power, of the , his brokers, solicitors, or agents, in any way relating or referring to the matters in question in this action, with liberty for the to inspect and take copies of or extracts from the same or any of them, and that in the meantime all further proceedings be stayed, and that the costs of this application be

Dated the day of , 18 .

No. 14.

ORDER FOR SERVICE OUT OF JURISDICTION.

[*Heading.*]

Upon hearing
and upon reading the affidavit of For service out of
day of , 18 , and filed the jurisdiction.

It is ordered that the plaintiff
be at liberty to issue a writ for service out of the jurisdiction
against

And it is further ordered that the time for appearance
to the said writ be within days after the service
thereof, and that the costs of this application be

Dated the day of , 18 .

Appendix J.
(Continued.)

No. 15.

ORDER FOR SUBSTITUTED SERVICE.

[Heading]

Upon hearing
and upon reading the affidavit of _____, filed the
day of _____, 18____, and

Substituted
service.

It is ordered that service of a copy of this order, and
of a copy of the writ of summons in this action, by send-
ing the same by a pre-paid post letter, addressed to the
defendant _____

at _____, shall be good and
sufficient service of the writ.

Dated the _____ day of _____, 18____.

No. 16.

ORDER FOR RENEWAL OF WRIT.

[Heading.]

Upon hearing
and upon reading the affidavit of _____, filed the
day of _____, 18____, and

Renewal of writ.

It is ordered that the writ in this action be renewed for
six months from the date of its renewal.

Dated the _____ day of _____, 18____.

No. 17.

ORDER FOR ISSUE OF NOTICE CLAIMING CONTRIBUTION.

[Heading.]

Upon hearing
and upon reading the affidavit of _____, filed the
day of _____, 18____, and

For contribution.

It is ordered that the defendant
be at liberty to issue a notice claiming
over against _____, pursuant to the Rules of the
Supreme Court.

Dated the _____ day of _____, 18____.

No. 18.

Appendix J.
(Continued.)

ORDER OF REFERENCE.

[*Heading.*]

Upon hearing

and by consent

It is ordered as follows:—

1. [*State matters to be referred*] shall be referred to the award of Reference to arbitration.

2. The arbitrator shall have all the powers of a Judge as to certifying and amending.

3. The arbitrator shall make and publish his award in writing of and concerning the matters referred, ready to be delivered to the parties in difference, or such of them as require the same (or their respective personal representatives, if either of the said parties die before the making of the award) on or before the next, or on or before such further day as the arbitrator may from time to time appoint and signify in writing signed by him and indorsed on this order.

4. The said parties shall in all things abide by and obey the award so to be made

5. The costs of the said cause and the costs of the reference and award shall be

6. The arbitrator may (if he thinks fit) examine the said parties to this cause, and their respective witnesses, upon oath or affirmation.

7. The said parties shall produce before the arbitrator all books, deeds, papers, and writings in their or either of their custody or power relating to the matters in difference.

8. Neither the plaintiff nor the defendant shall bring or prosecute any action against the arbitrator of or concerning the matters so to be referred.

9. If either party by affected delay or otherwise wilfully prevent the said arbitrator from making an award, he or they shall pay such costs to the other as the Court or Judge may think reasonable and just

10. In the event of either of the said parties disputing the validity of the said award, or moving the Court or Judge to set it aside, the said Court or Judge shall have power to remit the matters hereby referred or any or either of them to the reconsideration of the arbitrator.

Appendix J.

(Continued.)

11. In the event of the arbitrator declining or failing to act or dying before he has made his award, the said parties may, or if they cannot agree, a Judge may, on application by either side, appoint a new arbitrator.

12. Unless restrained by any order of the Court or a Judge, the party or parties in whose favor the award shall be made shall be at liberty within _____ days after service of a copy of the award on the solicitor or agent of the other party to sign final judgment in accordance with the award, and for all costs that he or they may be entitled to under this order, and under the award, together with the costs of the said judgment.

Dated the _____ day of _____, 18 ____.

No. 19.

ORDER FOR EXAMINATION OF WITNESSES BEFORE ARBITRATOR.

[*Heading.*]

Upon hearing
and upon reading the affidavit of _____, filed the
day of _____, 18 ____, and

Order for
examination of
witnesses.

It is ordered that _____ attend before
the arbitrator herein on
the _____ days of _____, 18 ____, at
and then and there submit to be examined on oath or
affirmation on behalf of the _____ touching
the matters referred to the said arbitrator:

Where documents
are to be pro-
duced.

And it is further ordered that the said
_____ do at the time and place aforesaid produce
and deliver to the said arbitrator the papers, documents, and
writings hereafter mentioned, that is to say [*specify documents
to be produced.*]

Dated the _____ day of _____, 18 ____.

No. 20.

ORDER OF REFERENCE TO MASTER.

[*Heading.*]

Upon hearing
and upon reading the affidavit of _____, filed the
day of _____, 18 ____, and

Master.

It is ordered that this action [*or the matters of account
in this action, or the following questions in this action,*

namely, *stating them*] be referred to the Master, to take Appendix J.
evidence and report thereon. [If there are any special terms (Continued.)
insert them] and that the costs of this application be

Dated the _____ day of _____, 18 ____.

No. 21.

ORDER FOR EXAMINATION OF WITNESSES BEFORE TRIAL.

[*Heading.*]

Upon hearing
and upon reading the affidavit of _____, filed the
day of _____, 18 ____, and

It is ordered that _____, a witness on behalf Examination of
of the _____ be examined *viva voce* (on oath or witnesses before
affirmation) before the _____ trial.
solicitor giving to the _____ solicitor
notice in writing of the time and
place where the examination is to take place.

And it is further ordered that the examination so taken
be filed in the proper office of the Supreme Court, and that
a certified copy or copies thereof may be read and given in
evidence on the trial of this cause, saving all just exceptions,
without any further proof of the absence of the said witness
than the affidavit of the solicitor or agent of the
as to his belief, and that the costs of this application be

Dated the _____ day of _____, 18 ____.

No. 22.

ORDER FOR EXAMINATION OF JUDGMENT DEBTOR

In the Supreme Court of Newfoundland.

Between _____, Judgment Creditor, }
and _____ }
_____, Judgment Debtor. }

Upon hearing
and upon reading the affidavit of _____, filed the
day of _____, 18 ____, and

It is ordered that the above-named judgment debtor Examination of
attend and be orally examined as to whether any and what judgment debtor.
debts are owing to him, and what other property he has,
before _____ at _____ on
_____, and that the said judgment debtor

Appendix J. produce his books [*or as may be ordered*] at the time of the
(Continued.) examination, and that the costs of this application be

Dated the day of , 18 .

No. 23.

GARNISHEE ORDER ATTACHING DEBT.

In the Supreme Court of Newfoundland.

In Chambers.

Between _____, Plaintiff,
and _____,
_____, Defendant,
Garnishoe.

Garnishee order.

Upon hearing _____
and upon reading the affidavit of _____, filed the
_____ day of _____, 18____, (or the return to the
writs of Fi. Fa. or Attachment, and _____

It is ordered that the said garnishee attend before
the _____ at _____ on _____ day
of _____, 18____, at _____ o'clock
on an application by the said _____
to be examined touching the debt due from him to the
said _____ or the property of _____
in his hands.

And that the costs of this application be

Dated the day of , 18 .

No. 24.

GARNISHEE ORDER (ABSOLUTE).

In the Supreme Court of Newfoundland.

In Chambers.

Between _____, Plaintiff,
and _____, Defendant.
Garnishee.

Upon hearing _____
and upon reading the affidavit of _____, filed the
_____ day of _____, 18____, and
the said garnishee, having been examined on oath under the
order dated _____

It is ordered that the said garnishee do forthwith pay ^{Appendix J.} into Court (or deliver to the Sheriff) the sum of \$, (Continued).
(or property) and that in default thereof execution may
issue for the same, and that the costs of this application be

Dated the day of , 18 .

No. 25.

INTERPLEADER ORDER, No. 1.

In the Supreme Court of Newfoundland

Between		, Plaintiff,	}
	and		
		, Defendant,	
	and between		
		, Claimant,	
	and		}
		Respondent.	

Upon hearing
and upon reading the affidavit of , filed the
day of , 18 , and

It is ordered that the claimant be barred, that no action Interpleader.
be brought against the above-named [sheriff]
and that the costs of this application be

Dated the day of , 18 .

No. 26.

INTERPLEADER ORDER, No. 2.

In the Supreme Court of Newfoundland.

Between		, Plaintiff,	}
	and		
		, Defendant,	
	and		
		, Claimant.	}

Upon hearing
and upon reading the affidavit of , filed the
day of , 18 , and

It is ordered that the above-named claimant be sub-Claimant
stituted as defendant in this action in lieu of the present substituted.
defendant and that the costs of this application be

Dated the day of , 18 .

Appendix J.
(Continued.)

No. 27.

INTERPLEADER ORDER, No. 3.

In the Supreme Court of Newfoundland.

Between		, Plaintiff,	}
	and		
		, Defendant,	
	and between		
		, Claimant,	}
and the said	execution creditor, and		
the Sheriff of	Respondents.		

Upon hearing
and upon reading the affidavit of _____, filed the
day of _____, 18____, and

Order for sale.

It is ordered that the said sheriff proceed to sell the goods seized by him under the writ of *fieri facias* issued herein, and pay the net proceeds of the sale, after deducting the expenses thereof, into Court in this cause, to abide further order herein.

To try issue.

And it is further ordered that the parties proceed to the trial of an issue in the Supreme Court, in which the said claimant shall be the plaintiff and the said execution creditor shall be the defendant, and that the question to be determined shall be whether at the time of the seizure by the Sheriff the goods seized were the property of the claimant as against the execution creditor.

And it is further ordered that this issue be prepared and delivered by the plaintiff therein within _____ from this date, and be returned by the defendant therein within _____ days, and be tried at _____ [or be disposed of summarily by the Court or a Judge.]

And it is further ordered that the question of costs and all further questions be reserved until the determination of the said issue, and that no action shall be brought against the said Sheriff for the seizure of the said goods.

Dated the _____ day of _____, 18____.

No. 28.

Appendix J.
(Continued.)

INTERPLEADER ORDER, No. 4.

[Heading.]

Upon hearing, &c

It is ordered that upon payment of the sum of \$ ^{Order for payment or security, or sale.} from into Court by the said claimant within this date, or upon his giving within the same time security to the satisfaction of the Master [*or as the case may be*] for the payment of the same amount by the said claimant according to the directions of any order to be made herein, and upon payment to the above-named Sheriff of the possession money from this date, the said Sheriff do withdraw from the possession of the goods seized by him under the writ of *fiery facias* herein.

And it is further ordered that unless such payment be made or security given within the time aforesaid the said Sheriff proceed to sell the said goods, and pay the proceeds of the sale, after deducting the expenses thereof and the possession money from this date, into Court in the cause, to abide further order herein

And it is further ordered that the parties proceed, &c.

And it is further ordered that this issue, &c.

And it is further ordered that the question of costs, &c

Dated the day of , 18 .

No. 29.

INTERPLEADER ORDER, No. 5.

[Heading.]

Upon hearing, &c.

It is ordered that upon payment of the sum of \$ ^{For payment, security and continuance of Sheriff in possession.} into Court by the said claimant, or upon his giving security to the satisfaction of the master [*or as the case may be*] for the payment of the same amount by the claimant according to the directions of any order to be made herein, the above-named Sheriff withdraw from the possession of the goods seized by him under the writ of *fiery facias* issued herein.

And it is further ordered that in the meantime, and until such payment made or security given, the Sheriff continue in possession of the goods, and the claimant pay

Appendix J. possession money for the time he so continues, unless the
(Continued.) claimant desire the goods to be sold by the Sheriff, in which
case the Sheriff is to sell them and pay the proceeds of the
sale, after deducting the expenses thereof and the possession
money from this date, into Court in the cause, to abide
further order herein.

And it is further ordered that the parties proceed, &c.

And it is further ordered that this issue, &c.

And it is further ordered that the question of costs, &c.

Dated the _____ day of _____, 18 _____

No. 30.

INTERPLEADER ORDER, No. 6.

[*Heading.*]

Upon hearing
and upon reading the affidavit of _____, filed the
day of _____, 18 _____, and

Sheriff to sell
sufficient to satisfy
claims.

It is ordered that the above-named Sheriff proceed to
sell enough of the goods seized under the writ of *fieri facias*
issued in this action to satisfy the expenses of the said sale,
the rent (if any) due, the claim of the claimant, and this
execution.

And it is further ordered that out of the proceeds of the
said sale, (after deducting the expenses thereof, and rent, if
any,) the said Sheriff pay to the claimant the amount of his
said claim, and to the execution creditor the amount of
his execution, and the residue, if any, to the defendant.

And it is further ordered that no action be brought
against the said Sheriff, and that the costs of this appli-
cation be

Dated the _____ day of _____, 18 _____

No. 31.

ORIGINATING SUMMONS.

[*Heading as in Form 1.*]

Let E. F., the executor of the said A. B., attend before
Mr. Justice _____, in Chambers, on the _____ day of
at _____ o'clock, upon the application of C. D.,

who claims to be a creditor (*or as the case may be*) upon the estate of the above named A. C., for an order for the administration of the estate of the said A. B.

Appendix J.
(Continued.)

If you do not attend, either in person or by your solicitor, at the time and place above mentioned, such order will be made and proceedings taken as the Judge may think just and expedient.

Dated the _____ day of _____, 18__.

Judge,

Solicitor,

APPENDIX K.

FORMS IN EQUITABLE MATTERS.

In the Supreme Court of Newfoundland.

In the matter of the estate of A. B., late of
the _____, deceased.

 $O_7^2,$

Between C. D., Petitioner, }
and }
E. F., Defendant. }

No. 1.

FORMS OF ADVERTISEMENT FOR CLAIMANTS NOT BEING
CREDITORS.

Pursuant to a judgment [*or order*] of the Supreme Court Advertisement for
of Newfoundland [*or of the Hon. Mr. Justice* , of next-of-kin, &c.
the Supreme Court of Newfoundland] made in [the matter
of the estate of and in] an action by
against the person claiming to be the next-
of-kin to [*or, as the case may be,*] , late of
who died in or about the month of ,
are by their solicitors, on or before the day of
to come in and prove their claims before the said Supreme
Court of Newfoundland, or a Judge thereof, or in default

Appendix K. thereof they will be peremptorily excluded from the benefit
(Continued.) of the said judgment [*or order*].

The day of , at o'clock in
the noon, at , is appointed for hearing
and adjudicating upon the claims.

Dated the day of , 18 .

A. B.,
C. C. and R.

No. 2.

FORM OF ADVERTISEMENT FOR CREDITORS.

For creditors,

Pursuant to a judgment [*or an order*] of the Supreme Court of Newfoundland [*or of, &c*] made in the matter of the estate of A. B., and in an action S. against P., the creditors of A. B., late of , in , who died in or about the month of , 18 , are on or before the day of , 18 , to send by post, prepaid, to E. F., of , the solicitor of the defendant, C. D., the executor [*or administrator*] of the deceased [*or as may be directed*], their Christian and surname, addresses and descriptions, the full particulars of their claims, a statement of their accounts, and the nature of the securities (if any) held by them, or in default thereof, they will be peremptorily excluded from the benefit of the said judgment [*or order*]. Every creditor holding any security is to produce the same before the Supreme Court in St. John's, Newfoundland, or a Judge thereof, on the day of , 18 , at o'clock in the noon, being the time appointed for adjudication on the claims.

Dated this day of , 18 .

G. H.,
C. C. and R.

No. 3.

NOTICE TO CREDITOR TO PRODUCE DOCUMENTS.

(*Short Title*)

For proof by documents.

You are hereby required to produce in support of the claim sent in by you against the estate of A. B., deceased, [*describe the document required to be produced*], before the

Supreme Court or a Judge thereof at the Court House in Appendix K.
 St. John's, Newfoundland, on the day of , (Continued.)
 18 , at o'clock in the noon.

Dated this day of , 18 .

G. R., of &c., solicitor for plaintiff [or defendant, *or as the case may be.*]

To Mr. S. T.

No. 4.

RECEIVER'S RECOGNIZANCE.

, of , of , and
 , of , of , and

Before our Sovereign Lady the Queen in Receiver's
 her Supreme Court of Newfoundland personally recognizance,
 appearing, do acknowledge themselves, and each
 of them doth acknowledge himself, to owe to
 the Chief Clerk of the Supreme Court
 of Newfoundland, the sum of , to be paid to
 him, his executors or administrators, and unless
 they do pay the same, they, the said do
 grant, and each of them doth grant for himself,
 his executors and administrators, that the said
 sum of shall be levied, recovered, and
 received, of and from them and each of them,
 and of and from all and singular the messuages,
 lands, tenements, and hereditaments, goods and
 chattels, of them and each of them wheresoever
 the same shall or may be found. Witness our
 said Sovereign Lady Victoria, by the Grace of
 God of the United Kingdom of Great Britain
 and Ireland, Queen, Defender of the Faith, and
 so forth, in the Supreme Court of Newfoundland,
 the day , 18 .

Whereas, by an order of the Supreme Court of New-
 foundland [*or by order of the Hon. Mr Justice*]
 made in a cause wherein
 are plaintiffs and
 defendants, and dated the day of

It was ordered that a proper person should be appointed
 to receive [*or that upon the above bounden* first
 giving security he should be appointed receiver of] the rents
 and profits of the real estate, and to collect and get in the
 outstanding personal estate of in the said

Appendix K. order named. And whereas the Judge hath [*approved of the*
 (Continued.) *said as a proper person to be such receiver, and hath*]
 approved of the above bounden and as sureties
 for the said and hath also approved of the above
 written recognizance with the under-written condition as a
 proper security to be entered into by the said and
 pursuant to the said order and the general orders
 of the said Court in that behalf, and in testimony of such
 approbation the Judge hath signed an allowance in the
 margin hereof

Now the condition of the above-written recognizance is
 such that if the said do and shall duly account for
 all and every the sum and sums of money which he shall so
 receive on account of the rents and profits of the real estate,
 and in respect of the personal estate of the said
 at such periods as the Court or a Judge shall appoint, and
 do and shall duly pay the balances which shall from time to
 time be certified to be due from him as the said Court or
 a Judge hath directed or shall hereafter direct, then the
 above recognizance shall be void and of none effect, other-
 wise the same is to be and remain in full force and virtue.

Taken and acknowledged by the above-named, &c.

No. 5.

FORM OF ORDERING ACCOUNTS AND INQUIRIES.

Form of ordering
 accounts and
 inquiries.

This Court doth order that the following accounts and
 inquiry be taken and made; that is to say,—

1. An account of the estate not specifically
 bequeathed of *A. B.*, deceased, the testator in the pleadings
 named, come to the hands of, &c.
2. An account of the testator's debts.
3. An account of the testator's funeral expenses.
4. An account of the testator's legacies and annuities
 (if any), given by the testator's will.
5. An inquiry what parts (if any) of the testator's said
 estate are outstanding or undisposed of.
6. An inquiry what incumbrances (if any) affect the
 testator's estate, or any and what parts thereof.

And it is ordered that the testator's estate not speci-
 fically bequeathed be applied in payment of his debts and
 funeral expenses in a due course of administration, and then
 in payment of the legacies and annuities (if any) given by
 his will,

*(If Sale ordered.)*Appendix K.
(Continued).

7. An account of what is due to such of the incumbrancers as shall consent to the sale hereinafter directed in respect of their incumbrances

8. An inquiry, what are the priorities of such last-mentioned incumbrances.

And it is ordered that the testator's estate be sold with the approbation of a Judge, &c., &c.

And it is ordered that the further consideration of this cause be adjourned, and any of the parties are to be at liberty to apply as they may be advised.

APPENDIX L.

COSTS.

WRITS, &c.

Writ for the commencement of any action ...	\$ 1.00	Costs.
Concurrent writ	75	
Renewal of a writ	50	
Notice of a writ for service in lieu of writ out of jurisdiction	75	
Writ of mandamus	2.00 to 3 00	
Writ of subpoena <i>ad testificandum</i>	75	
Writ of subpoena <i>ad testificandum</i> , with <i>duces tecum</i>	1.00	
Writ of distringas	1.00	
Writ of execution, or other writ to enforce any judgment or order	1.00	
Any writ not included in the above	1.00	
Necessary copies, each, one-half of above		
Attendances to issue or seal, or deliver to the Sheriff, are included in foregoing fees		
Affidavit of service	25	
Service upon every defendant	25	
And for every mile necessarily travelled to effect service	20	
For service out of the jurisdiction such allowance is to be made as the taxing officer shall think fit.		

Appendix L.	Service, if authorized to be served by post ...	\$ 75
(Continued.)	Where any writ, order and notice, or any two	
Costs.	of them, have to be served together in the	
	same manner, one fee only for service is	
	to be allowed.	

APPEARANCES

Entering any appearance to a writ...	75
If entered at one time, for more than one	
person, for every defendant beyond the	
first	10
If a person appearing to a writ of summons to	
recover land limits his defence by his	
memorandum of appearance, in addition	
to the above	75
Notice of appearance (where required) ...	25

INSTRUCTIONS.

To sue or defend in common actions for debt .	\$1.00
In other actions	1.00 to 3.00
For statement of claim or special case, or	
petition, or originating summons, injunc-	
tion, or mandamus	1.50 to 2.50
For defence or further defence, or counter-	
claim, or reply, confession of defence,	
rejoinder or joinder of issue	1.00 to 3.00
For interrogatories for examination of a party	
or witnesses	1.00 to 2.50
For affidavit in answer to interrogatories, and	
other special affidavits	50 to 1.00
These allowances include perusals.	
Instructions in other cases are included in the	
fee allowed for the act	
Conferences and consultations, and perusals,	
unless expressly allowed, are included	
in the fee allowed for the act.	

DRAWING PLEADINGS AND OTHER DOCUMENTS.

Statement of claim, defence or counter-claim	\$1.00 to 5.00
Reply, with or without joinder of issue, con-	
fession of claim, or of defence, joinder of	
issue without other matter, and any other	
pleading (not being a petition) and amend-	
ments of any pleading	1 00 to 1.50

Particulars, breaches, and objections, when required	\$ 75 to 1.50	Appendix L. (Continued.)
Commission to examine witnesses	2.50 to 5.00	Costs.
Instructions to Commissioner	1.50	
Necessary interrogatories, each	30	
Ordinary orders of Court or Judge	75 to 1.50	
Summons, originating or other	50 to 1.00	
Judgment or order in the nature of such	1.00 to 3.00	
Special case and petitions, and issues settled	1.50 to 10.00	
Necessary copies of all the foregoing to serve, not to exceed one-half allowed for drawing.		
Brief, (including attendances on counsel), on trial or hearing of cause, issue of fact, assessment of damages, examination of witnesses, special case and petition, before a Court or Judge, commissioner, referee, examiner, or officer of the Court, when necessary and proper in addition to plead- ings, when such briefs are required for the Court or Judge, &c., or when the importance of the cause justifies the em- ployment of counsel, not being a solicitor for the party	2.50 to 10.00	
Necessary copies of brief	1.00 to 2.50	
Affidavits	50 to 2.50	
Accounts, statements, papers and other docu- ments, and their copies for the Court or Judge, when required, not exceeding per folio	08	
Advertisements, when required	75 to 1.50	
Bills of costs for taxation, where amount at issue exceeds two hundred dollars	50 to 1.00	
Copy to serve	25 to 50	
Necessary notices and appointments, and their copies, each	25 to 75	
For settling and drawing conveyance and other instruments ordered, and examining titles, inclusive of interviews with counsel, soli- citors and parties, according to difficulty and importance.		

ATTENDANCES.

To obtain consent of next friend to sue in his name, or of a guardian, or of a trustee, receiver, &c.	\$ 75
To file and deliver any pleading, or petition, or a special case	25

Appendix L.	To inspect, or produce for inspection, documents pursuant to a notice to admit ...	\$ 75
(Continued.)		1.50
Costs.	To settle a commission to examine witnesses	
	To examine and sign admissions, to inspect, or produce for inspection, documents referred to in any pleading, notice in lieu of pleading, or affidavit to obtain or give any necessary or proper consent, or undertaking to obtain an appointment to examine witnesses ...	75 to 1.50
	On examination of and examining witnesses before any examiner, commissioner, officer, or other person, each witness ...	1.50 to 5.00
	In Court or at Judges' Chambers on ordinary summons, or to hear judgment, including motion or hearing of application ...	1.00 to 2.50
	To enter or set down hearing or trial, when necessary ...	1.50
	On taxation of a bill of costs (every necessary attendance) ...	1.50
	On arbitrator, referee, master, or other officer, for purposes other than examination of witnesses, according to circumstances ...	1.00 to 2.50
	On Sheriff to draw and strike juries, each act	1.50
	Attendances occasioned by neglect are not to be taxed against the opposite party, but may be taxed in his favor in reduction of the bill against him.	

COUNSEL FEES.

Brief fee on hearing or trial in common indebtedatus or liquidated money claims in matters in which the amount <i>bona fide</i> sought to be recovered does not exceed \$100 ...	\$2.50
\$100 and under \$200 ...	5.00
\$200 and under \$400 ...	10.00
\$400 and upwards ...	15.00
Or such further fee not exceeding in all \$25, as the Master may consider reasonable, having regard to the amount sought to be recovered and the difficulty and length of the case.	
In special actions on contracts, in torts, interpleader, equitable claims of a special kind, probate suits, special cases and other matters, such brief fee from ...	5.00 to 50.00

as the circumstances may warrant.	
Fee for an argument incidental to an action	\$2 50 to 25.00
For a motion	1.50 to 5.00
Fees for second counsel may be taxed where the circumstances may warrant it.	Costs.
All the fees in the foregoing scales are subject to reduction, or increase by the Court or Judge, or by the allowance in estate matters of a lump sum in lieu of all or any costs.	
Fees for third counsel can only be allowed after special leave of the Court or Judge.	

Appendix L.
(Continued.)

PRINTING.

Where, pursuant to order, any matter is printed, the solicitor of the party printing shall be allowed for copy for the printer (except when made by the officer of the Court), at per folio	\$ 08
And for examining the proof print, at per folio	02
And for printing—the amount actually and properly paid to the printer.	
And where any part shall properly be printed in a foreign language, or as a fac-simile, or in any unusual or special manner, or where any alteration in the document being printed becomes necessary after the first proof, such further allowance shall be made as the taxing officer shall think reasonable.	
These allowances are to include all attendances on the printer.	
The solicitor for a party furnishing or entitled to take printed copies shall be allowed the amount he shall pay therefor.	
A folio for the purposes of these rules shall consist of 100 words. Every figure counting as one word.	

EXPENSES.

There shall be allowed just and reasonable expenses incurred in going a distance to procure evidence or affidavits, in obtaining surveys, plans, or estimates for use at a trial, skilled witnesses, experts, and inspection.

Appendix L.
(Continued.)

SMALL CONTRACT CLAIMS

Costs.

In claims for debt or for liquidated damages, and in claims founded on contracts of any kind in which the amount actually involved does not exceed \$50, the taxing officer shall allow a party in lieu of all fees of solicitor and counsel only \$5, subject under special circumstances to a further allowance by the Court or Judge.

SEPARATE PLEADINGS, &C.

A solicitor employed by two or more parties shall not be allowed for separate pleadings or other proceedings, unless the taxing officer is of opinion they were properly incurred.

COSTS AS BETWEEN SOLICITOR AND CLIENT.

When costs or any of them are ordered to be paid as between solicitor and client, they shall be taxed as for all costs and expenses necessarily or properly incurred, as directed by these rules in the case of solicitor and counsel and client

CLERKS AND COMMISSIONERS AND EXAMINERS.

Issuing every process or commission	...	\$	50
Entering final judgment	... ..		50
Signing order of Court	... ..		25
Swearing to affidavit, for every deponent	...		25
Certificate	... ..		1.00
Drawing an affidavit	... ..		1.00
Preparing a writ with claim, outside St John's	...		1.00
Examining a witness	... ..	1.50 to	4.00
Every necessary appointment for examination	...		25
[The Court or Judge may allow a larger fee for examinations]			

MASTERS AND TAXING OFFICERS.

Appointments or summonses, each	...	\$	25
Taxing in ordinary issues	... ..		50
For taxations requiring more attendances than one, in matters of equity and probate and cases of unusual difficulty, for every additional attendance, not exceeding two	...		1 00

Every attendance upon an ordinary reference	\$ 1.50	Appendix L.
Report thereon	1.50	(Continued.)
Every attendance upon special reference, the first	5.00	Costs.
If more than one day, every day after the first	2.50	
Report thereon	2.50	
Every summons	25	
Certificate of facts	75	
Allowing and signing advertisement	75	
Settling the terms of a conveyance or other instrument ordered by the Court or Judge	1.50 to 2.50	
Poundage on sales where ordered, one per cent. on the residue of purchase money, to be in full of all charges except advertisements.		

SHERIFFS AND PROCESS SERVERS.

Service of copy of process	\$ 50
Every arrest	2.50
Every return	50
Bail bond	1.00
Necessary travelling to serve or execute process, per mile	25
Executing writ of possession or delivery	2.50
Every writ of attachment	25
Executing writ of partition	5.00
Drawing, summoning, and returning special juries	2.00
Service of copy of writ of subpoena	25
For every jury sworn	1.00
Poundage on attachment and levies where movables, as sold, three per cent. on the first \$500, and two per cent. on all above that amount, exclusive of necessary disbursements for removal, safe custody, &c.	
Where not sold all necessary disbursements for removal, safe custody, &c.	
Poundage on sales of landed property, one per cent.	

SHERIFF, &C., IN REPLEVIN.

Warrant to replevy	\$ 50
Replevin bond	1.00
Mileage, going and returning	12

Appendix L.
(Continued).

JURORS.

Costs.	On writ of partition, each	...	...	\$2.00
	Special jurors, each	...	...	1.50
	Petty jurors, each	...	...	1.00

WITNESSES.

Ordinary witnesses, per diem	...	...	\$ 75
Professional men	...	...	2 50
Architects, surveyors and other skilled witnesses	...	...	1.50
and reasonable expenses incurred and authenticated.			