FORM of ENDORSEMENT of CHANGE of ABODE.

Date.	Memorandum of Change of Abode.		Entered at the Office.
	From	To	

SCHEDULE (E.)

TABLE of FEES RECEIVABLE under this ACT.

	s.	d
For every Summons	1	0
For every Warrant against the Person	1	0
For every Warrant of Distress	2	0
For every Recognizance to prosecute Appeal	2	6
For every Affidavit or Declaration if prepared by Declarant	0	6
For every Affidavit or Declaration if prepared in Office	1	0

CAP. CXIII.

An Act to amend the Procedure in the Superior Courts of Common Law in *Ireland*. [20th *August* 1853.]

'WHEREAS it is expedient to simplify and amend the Course of Procedure as to the Process, Practice, Pleadings, and Evidence in the Superior Courts of Common Law in *Ireland*, so as to make the same less dilatory and expensive, and to prevent substantial Justice from being defeated by reason of the Variety of Forms of Action, and the Technicalities and Prolixity of Pleadings, and the unnecessary Length of Records, and to consolidate the Provisions of several Statutes and Rules of Court relating to such Proceedings:' Be it therefore enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Commencement of Act.

I. The Provisions of this Act shall come into operation on the First Day of *January* One thousand eight hundred and fifty-four.

Short Title of Act.

II. In citing this Act in any Instrument, Document, Pleading, Proceeding, or Act of Parliament, it shall be sufficient Designation to use the Expression "The Common Law Procedure Amendment Act (*Ireland*), 1853."

Repeal of former Acts.

III. From and after the Commencement of this Act, the several Acts and Parts of Acts set forth in the Schedule A. to this Act annexed, so far as the said Acts or Parts of any Act relate to Personal Actions or Actions of Ejectment in the Superior Courts of Law in *Ireland*, and no further or otherwise, and to the Extent to which such Acts or Parts of Acts are by such Schedule expressed to be repealed, are hereby repealed, except as to anything done before the Commencement of this Act, and except so far as may be necessary for the Purpose of supporting and continuing any Proceeding heretofore taken upon any Action brought before the Commencement of this Act, and except as to the Recovery or Application of

of any Penalty for any Offence which shall have been committed before the Commencement of this Act.

With respect to the Interpretation of Words in this Act:

Interpretation of Terms.

IV. In the Construction of this Act the Word "Court" shall be understood to mean any One of the Superior Courts of Common Law at *Dublin* in which any Action is brought; and the Word "Judge" shall be understood to mean a Judge or Baron of any of the said Courts; and the Word "Master" shall be understood to mean a Master of any of the said Courts; and the Word "Action" shall be understood to mean any Personal Action brought in any of the said Courts; and no Part of the United Kingdom of *Great Britain* and *Ireland*, nor the Islands of *Man*, *Guernsey*, *Jersey*, *Alderney*, or *Sark*, nor any Islands adjacent to any of them, being Part of the Dominions of Her Majesty, shall be deemed to be "beyond the Seas" within the Meaning of this Act; and the Word "County" shall be taken to extend to and include, where necessary and consistent, any City, County of a City, or County of a Town or City, and County of any Place, as the Case may be; and the Word "Party" or "Person" shall extend to and include any Corporation or other public Body; and the Word "Affidavit" shall include an Affirmation or Declaration made by any Person who is empowered to give Evidence by Affirmation or Declaration in lieu of Oath; and no Provision requiring the Affidavit of or any Act to be done by the Attorney, or the Signature of Attorney or Counsel, or Service on the Attorney, shall apply to Cases where the Plaintiff or Defendant shall sue or defend in Person, but all such Acts shall be done by and Notices given to the Party so suing or defending in Person; and wherever in this Act, in describing or referring to any Person or Party, Matter or Thing, any Word importing the Singular Number or Masculine Gender is used, the same shall be understood to include and shall be applicable to several Persons and Parties as well as One Person or Party, and Females as well as Males, and Bodies Corporate as well as Individuals, and several Matters and Things as well as One Matter or Thing, unless it otherwise be provided, or there be something in the Subject or Context repugnant to such Construction.

Form of Action and Commencement.

With respect to the Forms of Action, and the Manner of commencing them:

Special Forms of Personal Actions abolished.

V. The special Forms of Personal Actions heretofore used shall not be necessary, and it shall be sufficient in the Summons and Plaint herein-after mentioned to state a Cause or Ground of Action good in Substance, according to the Provisions of this Act, without framing the Statement in any particular Form, as formerly used or known, such as of Assumpsit, Account, Debt, Covenant, Detinue, Trespass, Trespass on the Case, Trover, or Replevin.

One Form of Personal Action and Action of Ejectment.

VI. The Right to recover any Debt or Damages or Personal Chattel, in respect of any Matter of Contract or of Tort, or Taking or Detention, which might have been heretofore the Subject of any Action of Debt, Covenant, Assumpsit, Account, Trespass, Trespass on the Case, Trover, Replevin, or Detinue, shall and may be enforced in an Action to be called a "Personal Action;" and all Actions of "Ejectment" shall henceforth be commenced and prosecuted in the Manner herein-after provided.

Court to have like Jurisdiction as heretofore.

VII. The Court, or any Judge thereof, shall have and exercise, in and about any Matter brought before such Court or Judge, in any such Personal Action or Action of Ejectment, under the Provisions of this Act, the same Jurisdiction, Power, Authority, and Discretion, to all Intents and Purposes, as such Court or Judge could have exercised in an Action for the same Purpose instituted in the Manner heretofore used; and all Orders and Judgments of the said Court or Judge may be enforced by the same Process, and shall be subject to Review by a Court of Error, in the same Manner in all respects, except as herein provided, as if the same had been made in an Action instituted as heretofore used.

Actions to be commenced by Writ of Summons and Plaint.

VIII. All such Personal Actions, whether brought by or against any Person entitled to the Privilege of Peerage or of Parliament, or of the Court in which the Action shall be brought, or of any other Court, or to any other Privilege, or by or against any Corporation or incorporated Body or Company, or by or against any other Persons, shall be commenced by a Writ of Summons and Plaint, according to the Form marked No. 1. in the Schedule B. to this Act annexed, and which shall be called a "Writ of Summons and Plaint," and shall

be authenticated by the Common Seal of the said Superior Courts, to be thereunto set by the Clerk of the Writs, who shall not be required to sign such Writ, but shall enter the Particulars thereof in the Book to be kept for that Purpose, at the Time of sealing thereof, and such Writ shall bear Date of the Day on which it shall be sealed, and may be sued out at any Time, notwithstanding any Privilege.

Residence and Description of Parties to be mentioned in Writ.

IX. In every such Writ of Summons and Plaint, and Copy thereof, the Names of the Plaintiff and Defendant, the Place of Residence of the Plaintiff, and the Place of Residence or supposed Residence or last known Residence of the Defendant, and such Designation or Description of the Parties respectively as the Plaintiff or his Attorney may be able to give, shall be mentioned, and such Writ shall contain the Names of all the Defendants, and shall not contain the Name or Names of any Defendant or Defendants in more Actions than One.

Form of Plaint.

X. Such Summons and Plaint shall contain a true and succinct Statement of the Plaintiff's Cause or Causes of Action, and if the Plaintiff shall sue, or the Defendant be sued, otherwise than in his own Right, shall also state the Character in which and the Title by which he sues, or in respect of which the Defendant is sued, and shall also state the Relief which the Plaintiff requires, and the Venue or County in which he proposes to have any Issues in Fact tried.

Particulars of Demand and Credits to be endorsed.

XI. The Particulars of the Plaintiff's Demand, where the same shall be a liquidated or Money Demand, and of all Credits to which the Defendant may be entitled, and of the Balance, if any, claimed by the Plaintiff, shall be endorsed on the Summons and Plaint, and on the Copies thereof for Service, unless a detailed Statement of the said Particulars shall have been furnished to the Defendant previously, in which Case it shall be sufficient to make reference to the Statement so furnished, and to mention the Balance claimed to be due on Foot thereof, or unless the said Demand shall consist of so many Items or Particulars that they cannot be conveniently endorsed thereon, in which Case the Plaintiff shall cause Particulars engrossed on Parchment to be annexed to said Summons and Plaint, and Copies thereof, on Parchment or Paper, to be annexed to the Copies of such Summons and Plaint intended for Service, to be incorporated therewith by proper Reference, and shall cause the same to be served on the Defendant, together with the Summons and Plaint, and such Endorsement or Paper annexed shall be considered as Particulars of Demand, and no further or other Particulars need be delivered, unless ordered by the Court or a Judge.

Writ to be endorsed with Name and Abode of Attorney, or of Plaintiff in Person.

XII. Every Writ of Summons and Plaint shall contain or be endorsed with the Name and Place of Abode of the Attorney actually suing out the same, and in case no Attorney shall be employed to issue the Writ, then it shall contain or be endorsed with a Memorandum expressing that the same has been sued out by the Plaintiff in Person, mentioning the City, Town, or Parish, and also the Name of the Street and Number (if any) of the House of such Plaintiff's Residence, and also, in case the said Plaintiff shall not reside in the City of *Dublin*, mentioning some Place in the said City at which the Debt may be paid, and all Notices and other Proceedings in the Cause may be served.

Attorney, on Demand, to declare whether Writ issued by his Authority, and to declare Name and Abode of Plaintiff.

XIII. Every Attorney whose Name shall be mentioned in or endorsed on any Writ of Summons and Plaint issued by Authority of this Act shall, on Demand in Writing made by or on behalf of any Defendant, declare forthwith whether such Writ has been issued by him or with his Authority or Privity, and if he shall answer in the Affirmative, then he shall also, in case the Court or a Judge shall so order, declare in Writing, within a Time to be allowed by such Court or Judge, the Profession, Occupation, or Quality, and Place of Abode of the Plaintiff, on pain of being guilty of a Contempt of the Court into which such Writ shall be returnable; and if such Attorney shall declare that the Writ was not issued by him or with his Authority or Privity, all Proceedings upon the same shall be stayed, and all further Proceedings taken thereupon, without Leave of the Court or a Judge, shall be deemed irregular, and may be set aside accordingly.

Duplicates of Plaint.

XIV. One Duplicate or more of such Summons and Plaint shall be sealed with the Seal of the said Superior Courts, by the said Clerk of the Writs, on Application of the Plaintiff or his Attorney.

XV. All

XV. All Writs of Summons and Plaint for the Commencement of Actions in the said Courts shall, by the Clerk of the Writs, be entered and appropriated to the several Superior Courts of Law in rotation by Twenty-fives, that is to say, the First Twenty-five for the Queen's Bench, the Second Twenty-five for the Common Pleas, and the Third Twenty-five for the Exchequer, and so on in continuous Rotation of Twenty-fives for the several Courts, so as to produce and keep up an equal Distribution of such Writs; and all subsequent Proceedings in any Action so commenced shall be had and taken in the Court to which the said Writ shall be in the Course of Rotation appropriated, and shall be the Business of the said Court and the Offices thereof: Provided always, that no Objection on the Ground of any Privilege possessed or claimed by any Defendant to be sued in any particular Court shall be valid in any such Action.

Writs for Commencement of Actions to be issued in rotation for the several Courts.

No Objection on ground of Privilege to be valid.

XVI. No Writ of Summons and Plaint issued under the Authority of this Act, or Copy thereof, shall be treated or considered as invalid on account of any verbal or technical Error or Omission in the same, or in any Endorsement on the same; and it shall be lawful for the said Superior Courts of Law respectively, or any Judge thereof, to decide and determine, on any Application respecting such Error or Omission, what is a verbal or technical Error or Omission in any such Writ or Copy, and to amend or authorize the Amendment thereof, or to set aside the same as irregular; but all Errors or Omissions which have not a manifest Tendency to mislead the opposite Party shall in all Cases be deemed merely verbal or technical.

No Writ of Summons to be invalid on account of verbal or technical Error or Omission.

To prevent Doubts from Abolition of Forms of Action.

'And whereas the Disuse of the technical Forms of Action heretofore used may give rise 'to Doubts respecting the Validity of Warrants of Attorney and other Writings wherein 'Reference is made to such Forms of Action, and also as to the Operation of Statutes of 'Limitation and other Statutes wherein Actions are described or referred to by the like 'technical Forms, and it is expedient that such Doubts should be precluded by express 'Enactment:' Be it therefore enacted as follows:

XVII. Nothing in this Act contained shall interfere with or affect the Provisions of any Act relating to the Arrest of any Defendant on Mesne Process or before Judgment.

Arrest on Mesne Process.

XVIII. Warrants of Attorney and other legal Documents of every kind, wherein Reference is made to any particular Form of Action, may be acted upon and enforced by signing Judgment or otherwise, in the Form or Manner authorized by this Act, instead of the Form and Manner agreed upon between the Parties thereto.

Warrants of Attorney and other Writings to remain in force.

XIX. All Statutes relating to Actions, or the Pleadings or other Proceedings therein, or preliminary to the bringing of the same, not hereby repealed, or inconsistent with the Provisions of this Act, shall apply and be in force with reference to Actions brought after the Commencement of this Act, notwithstanding that such Actions or the Causes thereof may be described or expressed therein by reference to any particular Form of Action hereby abolished, or that some particular Form or Cause of Action be required to be specified or contained in the said Pleading or Proceeding.

Statutes relating to Actions to remain in force.

Limitation of Action.

With respect to the Period of Limitation within which Personal Actions shall be brought:

XX. All Actions for Rent upon an Indenture of Demise, all Actions upon any Bond or other Specialty, or upon any Judgment, Statute Staple, Statute Merchant, or Recognizance, shall be commenced and sued within Twenty Years after the Cause of such Actions or Suits, or the Recovery of such Judgment, but not after; all Actions grounded upon any Lending or Contract, express or implied, without Specialty, or upon any Award where the Submission is not by Specialty, or for any Money levied on Fieri facias; all Actions of Account or for not accounting, other than for such Accounts as concern the Trade of Merchandise between Merchant and Merchant, their Factors or Servants; all Actions for direct Injuries to Real or Personal Property; Actions for the taking away, Detention, or Conversion of Property, Goods, and Chattels; Actions for Libel, malicious Prosecution and Arrest, Seduction, Criminal Conversation; and Actions for all other Causes which would heretofore have been brought in the Form of Action called Trespass on the Case, except as herein-after excepted, shall be commenced and sued within Six Years after the Cause of such Actions, but not after;

Limitation of certain Actions.

and all Actions for Assault, Menace, Battery, Wounding, and Imprisonment shall be commenced and sued within Four Years after the Cause of such Actions, but not after; and all Actions for Words, and for Penalties, Damages, or Sums of Money given to the Party grieved, by any Statute now or hereafter to be in force, shall be commenced and sued within Two Years after the Words spoken or the Cause of such Action or Suit, but not after; and with respect to every Cause of Action not herein specifically provided for, being the Subject Matter of a Personal Action, such Actions in respect thereof shall be brought within the same Period of Limitation now applicable thereto, notwithstanding that such Cause of Action may be described or expressed in such Statutes by reference to any particular Form of Action: Provided that nothing in this Act contained shall alter the Period of Limitation of any Action given by any Statute where the Time for bringing such Action is or shall be by any Statute specially limited.

Limitation after Judgment arrested or reversed.

XXI. If in any of the said Actions Judgment be given for the Plaintiff, and the same be reversed by Error, or a Verdict pass, or, upon Judgment by Default, Damages be assessed for the Plaintiff, and upon Matter alleged in Arrest of Judgment the Judgment be given against the Plaintiff that he take nothing by his Plaint, in all such Cases the Party Plaintiff, his Heirs, Executors, or Administrators, as the Case shall require, may commence a new Action or Suit from Time to Time within the Period of Limitation herein-before provided for in such Action, or within a Year after such Judgment reversed or Judgment given against the Plaintiff, and not after.

Remedy for Disabilities.

XXII. If any Person that is or shall be entitled to any such Action is or shall be at the Time of any such Cause of Action accrued within the Age of Twenty-one Years, a married Woman, of unsound Mind, or beyond the Seas, then such Person shall be at liberty to bring the same Action, so as he commence the same within such Time after the Cessation of such Disability or his Return from beyond the Seas, as other Persons having no such Impediment should, according to the Provisions of this Act, have done; and if any Person or Persons against whom there shall be any such Cause of Action is or shall be at the Time such Cause of Action accrued beyond the Seas, then the Person entitled to any such Cause of Action shall be at liberty to bring the same against such Person, within such Time as is before limited, after the Return of such Person from beyond the Seas.

After Acknowledgment or part Payment on account of Specialty, Judgment, Recognizance, &c.

XXIII. If any Acknowledgment shall have been or shall be made, either by Writing signed by the Party liable by virtue of any Indenture, Specialty, Judgment, Statute Staple, or Statute Merchant, or Recognizance, or his Agent, or by part Payment or part Satisfaction on account of any Principal or Interest being then due thereon, it shall be lawful for the Person entitled to bring his Action for the Money remaining unpaid, and so acknowledged to be due, within Twenty Years after such Acknowledgment by Writing, or part Payment or part Satisfaction as aforesaid, or in case the Person entitled shall at the Time of such Acknowledgment be under such Disability as aforesaid, or the Party making such Acknowledgment be at the Time of making the same beyond the Seas, then within Twenty Years after such Disability shall have ceased as aforesaid, or the Party shall have returned from beyond the Seas, as the Case may be; and the Plaintiff in any such Action on any Indenture, Specialty, Judgment, Statute Staple, or Statute Merchant, or Recognizance, may rely on such Acknowledgment, and that such Action was brought within the Time aforesaid, in answer to a Plea of this Statute.

After Acknowledgment or part Payment in respect of Liabilities on Simple Contract.

XXIV. In Actions grounded upon any Simple Contract no Acknowledgment or Promise shall be deemed sufficient Evidence of a new or continuing Contract, whereby to take any Case out of the Operation of the Provisions of this Act in relation to the Limitation of Actions, or to deprive any Party of the Benefit thereof, unless such Acknowledgment or Promise shall be made or contained by or in some Writing to be signed by the Party chargeable thereby; and where there shall be Two or more Joint Contractors, or Executors or Administrators of any Contractor, no such Joint Contractor, Executor, or Administrator shall lose the Benefit of this Act so as to be chargeable in respect or by reason only of any written Acknowledgment or Promise made and signed by any other or others of them: Provided always, that nothing herein contained shall alter or take away or lessen the Effect of any Payment of any Principal or Interest made by any Person whomsoever.

XXV. No

XXV. No Indorsement or Memorandum of any Payment written or made upon any Promissory Note, Bill of Exchange, or other Writing, by or on behalf of the Party to whom such Payment shall be made, shall be deemed sufficient Proof of such Payment so as to take the Case out of the Operation of the Provisions of this Act in relation to the Limitation of Actions. Indorsement of Payment by Creditor not to take Case out of Statute.

XXVI. This Act shall be deemed and taken to apply to the Case of any Debt alleged by way of Set-off on the Part of any Defendant. As to Debts alleged by way of Set-off.

XXVII. No Memorandum or other Writing made necessary by this Act shall be deemed to be an Agreement within the Meaning of any Statute relating to the Duties on Stamps. Memorandums not to require Stamps.

With respect to the Duration and Continuance of Writs to prevent the Operation of any Statute of Limitation: *Continuance of Writs.*

XXVIII. No Writ of Summons and Plaint shall be in force for the Purpose of Service for more than Six Calendar Months from the Day of the Date thereof, including the Day of such Date; but if any Defendant therein named shall not have been served therewith, the original or duplicate Writ of Summons and Plaint may be renewed at any Time before its Expiration for Six Calendar Months from the Date of such Renewal, and so from Time to Time during the Currency of the renewed Writ, by being marked with the Common Seal of the Superior Courts, with a Memorandum, signed or initialed by the Officer, of the Date of the Day, Month, and Year of such Renewal: Provided always, that no Writ of Summons and Plaint so renewed shall be available to prevent the Operation of any Statute whereby the Time for the Commencement of the Action may be limited, unless such Renewal shall be had by Leave of the Court or a Judge on an Affidavit to satisfy the said Court or a Judge that reasonable Diligence was used to effect Service thereof. Renewal of Writs of Summons to save the Statute of Limitation, and for other Purposes.

XXIX. Where any Writ of Summons shall have been issued in any Action before and shall be in force at the Commencement of this Act, such Writ may, at any Time before the Expiration thereof, be renewed under the Provisions of and in the Manner directed by this Act; and where any Writ of Summons, or Capias ad respondendum issued in continuation of a preceding Writ, according to the Provisions of an Act passed in a Session of Parliament holden in the Third and Fourth Years of the Reign of Her Majesty the Queen, shall be in force and unexpired, or where One Calendar Month next after the Expiration thereof shall not have elapsed at the Commencement of this Act, such continuing Writ may, without being returned non est inventus, or entered of Record, according to the Provisions of the said Act of Her Majesty the Queen, be filed in the proper Office of the Court within One Calendar Month next after the Expiration of such Writ, or within Twenty Days after the Commencement of this Act; and the original Writ of Summons or Capias in such Action may thereupon, but within the same Period of One Month next after the Expiration of the continuing Writ, or within Twenty Days after the Commencement of this Act, be renewed, under the Provisions of and in the Manner directed by this Act; and every such Writ shall after such Renewal have the same Duration and Effect for all Purposes, and shall, if necessary, be subsequently renewed, in the same Manner as if it had originally issued under the Authority of this Act. Renewal of Writs issued before this Act.

XXX. The Production of the Writ of Summons and Plaint, purporting to be marked with the Common Seal of the said Superior Courts, and initialed by the said Officer, showing the same to have been renewed according to this Act, shall be sufficent Evidence of its having been so renewed, and of the Commencement of the Action, as of the First Date of such renewed Writ, for all Purposes whatsoever. Production of renewed Writ Evidence of Commencement of Action.

With respect to the Service of such Writs of Summons and Plaint: *Service of Writs.*

XXXI. The Writ of Summons and Plaint may be served in any Place or County in which the Defendant may be found within the Jurisdiction of the Court, and not out of said Jurisdiction, unless by an Order of the Court or Judge; and the Person serving the same is hereby required, on the Day of such Service, or at latest on the Day next after, to endorse on the Writ the Place and Day of the Month and Week of the Service thereof, otherwise the Writ may be served in any County.

the Plaintiff shall not be at liberty, in case of no Appearance and Defence, to proceed under this Act; and every Affidavit of Service of such Writ shall mention the Day on which such Endorsement was made.

Service of Summons in ordinary Cases.

XXXII. Service of any Writ of Summons and Plaint on the Defendant shall be effected either by Delivery of a Copy of such Writ to the Defendant in Person, if it be reasonably practicable, and in other Cases, and where it shall appear by the Affidavit of Service hereinafter mentioned that such Defendant is personally within the Jurisdiction, and that due and reasonable Diligence has been exercised in endeavouring to effect such personal Service, and without Effect, in such Case it shall be sufficient to make Service of such Writ by leaving such Copy at the Defendant's House or Place of Residence, or at his Office, Warehouse, Counting-house, Shop, Factory, or Place of Business, with the Wife, Child, Father, Mother, Brother, or Sister of the Defendant, or with any Servant or Clerk of the Defendant, (the Person with whom such Copy shall be left being of the Age of Sixteen Years or upwards,) and showing to such Person the Original or duplicate Original of such Summons and Plaint.

Service on Corporations.

XXXIII. Service of any such Writ of Summons and Plaint issued against a Corporation Aggregate may be effected either by Delivery of a Copy of such Writ to the Mayor or other Head Officer in Person, or to the Town Clerk, Treasurer, or Secretary of such Corporation; and Service of any such Writ issued against the Inhabitants of a Barony, Half Barony, or other like District may be effected by Delivery of such Copy to the Acting High Constable thereof, or any One of the Acting High Constables thereof, in Person; and Service of any such Writ issued against the Inhabitants of any County or any City or Town, or the Inhabitants of any Franchise, Liberty, City, Town, or Place, not being Part of a Barony or other like District, may be effected by Delivery of a Copy thereof to some Peace Officer or other known and responsible Officer thereof, in Person; and if any such Defendants shall not appear and take Defence according to the Exigency of such Writ, in due Time after such Service thereof, upon Affidavit made as herein-after provided of such personal Service of such Writ, and of the Publication of the Notice herein-after provided, it shall be lawful for the Plaintiff to proceed thereon as is herein-after provided: Provided always, that in all such Cases a sufficient Notice of the issuing of the Writ shall be given in the *Dublin Gazette*, and in One of the local Newspapers of the County, City, or District in which the Defendant or Defendants, or the Officer or Agent to be served, shall reside, the Days for filing an Appearance and Defence to run in such Cases from the Day of the Publication of such Notice in the Gazette or Newspaper, whichever shall be the latest.

Courts may direct Substitution of Service.

XXXIV. In case it shall be made to appear by Affidavit, to the Satisfaction of the Court in which the Action is attached, or, in Vacation, of any Judge of any of the said Courts, that any Defendant in any Summons and Plaint, the Cause of Action in respect of which the same shall have issued having arisen within the Jurisdiction of the Court, has not been served with the Writ of Summons and Plaint in the Manner herein-before prescribed, and has not, according to the Exigency thereof, appeared and taken Defence to the Action, and that due and proper Means were used to serve such Writ in the Manner aforesaid, or that such Defendant is out of the Jurisdiction of the Court, and can be properly served through or upon any Agent or Representative, or any Manager of the Real or Personal Estate of such Defendant within such Jurisdiction, or has removed to avoid Service, or on any other good and sufficient Grounds, it shall be lawful, upon an Application made at any Time while the said Writ shall be in force, for such Court or Judge to authorize such Substitution of Service through the Post Office, or in such Manner and with such Extension of Time for Service and Defence as to them or him shall seem fit; and the Taxing Officer shall allow reasonable Costs on such Proceedings for substituting Service or effecting such Service as the Court shall have directed or deemed good; and in default of an Appearance and Defence by such Defendant in due Time it shall be lawful for the Plaintiff to proceed thereon as is herein-after provided.

Affidavit of Service of Process.

XXXV. An Affidavit of the Service of the Writ of Summons and Plaint in the Manner herein-before prescribed, or in the Manner directed by any such Order for Liberty to substitute Service as aforesaid, shall be made and filed in the Office of the Pleadings Assistant

of

of the Court in which the Action shall be depending, in case it shall become necessary to mark Judgment by Default.

Affidavits in certain Cases may be sworn before a Consul.

XXXVI. Any Affidavit to be used in any of the said Courts may be sworn before any Consul General, Consul, Vice-Consul, or Consular Agent for the Time being appointed by Her Majesty at any Foreign Port or Place; and every Affidavit so sworn by virtue of this Act may be used and shall be admitted in Evidence, saving all just Exceptions, provided it purport to be signed by such Consul General, Consul, Vice-Consul, or Consular Agent, upon Proof of the official Character of the Person appearing to have signed the same; provided, that if any Person shall forge the Signature of any such Affidavit, or shall use or tender in Evidence any such Affidavit with a false or counterfeit Signature thereto, knowing the same to be false and counterfeit, he shall be guilty of Felony, and shall, upon Conviction, be liable to Transportation for Seven Years, or to Imprisonment for any Term not exceeding Three Years nor less than One Year, with Hard Labour; and every Person who shall be charged with committing any Felony under this Act may be dealt with, indicted, tried, and, if convicted, sentenced, and his Offence may be laid and charged to have been committed, in the County or Place in which he shall be apprehended or be in Custody; and every Accessory before or after the Fact to any such Offence may be dealt with, indicted, tried, and, if convicted, sentenced, and his Offence laid and charged to have been committed, in any County or Place in which the principal Offender may be tried; provided also, that if any Person shall wilfully and corruptly make a false Affidavit before such Consul General, Consul, Vice-Consul, or Consular Agent, every Person so offending shall be deemed and taken to be guilty of Perjury, in like Manner as if such false Affidavit had been made in *Ireland* before competent Authority, and shall and may be dealt with, indicted, tried, and, if convicted, sentenced, and his Offence may be laid and charged to have been committed, in any County or Place in which he shall be apprehended or be in Custody, as if his Offence had been actually committed in that County or Place.

With respect to the Filing of the Summons and Plaint:

Filing of Plaint.

Filing Plaint.

XXXVII. The original or duplicate Summons and Plaint, or a Copy thereof and of the Endorsements thereon, and of the said Particulars, certified by the Attorney for the Plaintiff to be a correct Copy, shall, in order to enforce a Defence thereto within the Period of Time in such Writ mentioned, Four Days at least before the Time for Pleading thereto has expired, be filed with the Pleadings Assistant of the Court in which the Action shall be depending, and such Document shall be deemed to be a Pleading of the Plaintiff, and in lieu and stead of a Declaration; provided, however, that no Summons and Plaint, or Duplicate or Copy, shall be filed as a Pleading, unless the same shall be on Parchment, and sufficiently legible, and in a fit State and Form to be received as a Pleading of the Court; provided also, that in case such Summons and Plaint shall not be filed within the Time aforesaid, it shall be sufficient, for the Purpose of enforcing a Defence thereto after the Filing of the same, to give Notice of the Filing to the Defendant, and such Defendant shall have Eight Days from the Service of such Notice to file his Defence thereto; but in no Case shall the Plaintiff be at liberty to proceed to enforce a Defence after the Expiration of Six Months from the Service of such Summons and Plaint.

Rule for Costs of not filing Summons and Plaint.

XXXVIII. In case the Plaintiff shall neglect to file the original or duplicate Summons and Plaint, or Copy thereof, within Two Months after the Service thereof on the Defendant, unless the Time for filing such Summons and Plaint shall have been extended, such Defendant may, on an Affidavit of the Service thereof and a Certificate of no Summons and Plaint, or Copy, filed, enter a Rule that the Plaintiff do file his Summons and Plaint within Four Days after the Service thereof, or pay to the Defendant such Sum as shall be fixed by the Taxing Officer, subject to the Approval of the Three Chief Judges of the said Courts, as and for his Costs occasioned by being served with such Summons and Plaint, and such Order shall be in lieu and stead and have the Effect of a Judgment of Non Pros for not declaring; and in case the Plaintiff shall, after the Entry of such Rule, file his Summons and Plaint, or Copy, he shall pay to the Defendant his Costs occasioned thereby, upon Demand, not exceeding the Sum of One Pound, or in default thereof the Defendant may obtain a Rule for the Payment of such Sum and the Costs of such Rule.

With

Appearance and Defence.

With respect to the Appearance and Defence to the Summons and Plaint:

Appearance and Defence to be filed together.

XXXIX. The Defendant may, within the Time specified in the said Summons and Plaint, or within Eight Days from the Service of the Notice of filing the said Summons and Plaint in manner aforesaid, or at any Time before Judgment, or within such Time as the Court or a Judge may permit, file with the Pleadings Assistant an Appearance and Defence or Demurrer to the said Writ of Summons and Plaint; and such Defence may be according to the Form No. 2. in the Schedule B. to this Act annexed, and shall contain at Foot thereof the Name and registered Residence of the Defendant's Attorney, where the same is pleaded by Attorney, and where it is pleaded in Person the Residence of the Defendant, and in case such Residence shall not be in the City of *Dublin*, shall specify by the Name of the Street and Number of the House some Place within the said City whereat all Notices and Papers relating to the Suit may be served and delivered for the Defendant.

Defence by way of Set-off.

XL. In any Case in which there are mutual Debts between the Plaintiff and Defendant, or if either Party sue or be sued as Executor or Administrator where there are mutual Debts between the Testator or Intestate and either Party, One Debt may be set off against the other, and such Matter may be pleaded in bar of the Action, or of the further Maintenance thereof, or so much of the Debt as it covers, and the Account upon which it became due shall be alleged as in a Summons and Plaint for the same Debt.

Particulars of Set off to be endorsed.

XLI. In case the Defence shall insist upon any Payment or Set-off, the full Particulars of the same shall be endorsed on the said Defence and on the Copies for Service, unless they are so many that they cannot be conveniently introduced therein, in which Case they shall be annexed thereto and incorporated therewith by a proper Reference.

Rule to plead abolished.

XLII. No Rule to plead shall be necessary, and the Requisition to plead contained in the Summons and Plaint shall be sufficient for that Purpose.

Time for pleading, where Defendant is within Jurisdiction, to be Twelve Days.

XLIII. Where the Defendant is within the Jurisdiction, the Time for Appearance and Defence to the Summons and Plaint shall be Twelve clear Days from the Days of the Service thereof, exclusive of Holidays, or Eight Days from the Service of a Notice of filing the Summons and Plaint, whichever Period shall last expire, unless the Court or a Judge shall extend the Time; and the Days for appearing to said Summons and Plaint shall run as well in Vacation as in Term Time, excepting the Days from the First Day of *August* to the Twentieth Day of *October* inclusive.

Time for pleading after Amendment.

XLIV. Where an Amendment of any Summons and Plaint hereby directed to serve as a Declaration is allowed, no new Requisition to plead thereto shall be necessary, but the Defendant shall be bound to plead to the amended Pleading within the Time specified in the original Requisition, or within Two Days after Notice of the Amendment, whichever shall last expire, unless otherwise ordered by the Court or a Judge; and in case the amended Summons and Plaint had been pleaded to before Amendment, and is not pleaded to *de novo* within Two Days after Notice of the Amendment, or such other Time as the Court or a Judge shall allow, the Defence originally pleaded thereto shall stand and be considered as pleaded in answer to such amended Summons and Plaint.

Copies to be served.

XLV. Notice of filing such Defence, together with a correct Copy thereof, shall be served on the Plaintiff's Attorney, or on such Plaintiff in case no Attorney shall be employed, and such Defence shall be considered as filed as on the Day on which such Notice and Copy shall be served, pursuant to the Provisions of this Act.

Further Particulars.

XLVI. The Court or a Judge may, in any Case, by an Order made on Motion, direct a further or more detailed Particular of the Items of Demand or Credits referred to in any Summons and Plaint, or of any Payments or Set-off referred to in any Defence, to be furnished; and in any Action for an Injury to Person or Property, the Court or a Judge may order Plans of the Place in which the Injury is alleged to have been committed, or as to which any Justification is pleaded, to be given or exchanged between the Parties; and the Court or a Judge may extend the Time for pleading or making up the Issue, in consequence of the Necessity

Necessity of such Particulars or further Particulars, on such Terms as shall appear to be just; and where any Party shall require to amend his Particulars, he shall apply to the Court or a Judge for the Purpose.

Inspection and Examination of Premises or Chattels may be ordered by the Court on behalf of either Party.

XLVII. In any Case in which it shall appear to the Court or Judge that it would be necessary, for the Purpose of ascertaining the Truth of any Matter in dispute between the Parties in the Action, that an Inspection or Examination of any Premises or Chattels in the Possession or Power of either Party, and in respect of which or some Right or Injury connected with which the said Action shall be brought, should be had by the opposite Party, his Attorney, Agent, Witnesses, or by the Jury, it shall be lawful for such Court or Judge to order that the Party in whose Possession or Power the same shall be shall permit an Inspection and Examination of the said Premises or Chattels by the Jury, or by such Person or Persons on behalf of the Party applying, and at such Times and under such Regulations, as to the said Court or Judge shall seem fit.

Form of Pleading.

With respect to the general Form and Character of Pleadings:

No Pleading after Defence.

XLVIII. There shall be no further Pleading after the Defence, except a Demurrer to the Defence or a Replication to a Defence of Set-off or Plea of Matter occurring subsequently to the Commencement of the Action, unless by the special Leave of the Court or a Judge on an Application to allow such further Pleading, which shall only be allowed in case the real Question or Questions, whether of Fact or Law, between the Parties cannot conveniently be raised and put in Issue by the Amendment of the previous Pleadings.

Replication and subsequent Pleadings.

XLIX. Every Replication and subsequent Pleading shall be pleaded, and Notice of the Filing, with a Copy thereof, shall be served, and the Particulars of any Payments relied upon shall be endorsed or annexed thereto in a similar Manner to that herein-before prescribed in respect of the Defence, so far as the same shall be applicable thereto.

Appointing next Friend for Plaintiff being a Minor or Lunatic.

L. In any Case in which the Plaintiff shall be a Minor or Lunatic, and before the filing of the Summons and Plaint as a Pleading, a Consent in Writing, signed by some fit and proper Person, to act as next Friend to such Minor or Lunatic, together with an Affidavit to verify the Signature of such Person, shall be lodged in the Office of the Clerk of the Rules, who shall thereupon enter a Rule that such Person shall be at liberty to sue as next Friend for such Minor or Lunatic, and the Name of such next Friend shall be mentioned in the said Summons and Plaint as next Friend to said Minor or Lunatic: Provided always, that the Court or a Judge shall and may alter or discharge such Rule in case it shall seem necessary or proper.

Appointing a Guardian for Defendant being a Minor or Lunatic.

LI. In any Case in which a Defendant served with any Summons and Plaint shall be a Minor or Lunatic, the like Proceeding shall be taken to appoint a Guardian to defend for such Minor or Lunatic before filing any Defence or Demurrer, and the Name of the Person so appointed shall be mentioned in the Defence as Guardian to such Minor or Lunatic.

Security for Costs, when and how to be obtained.

LII. Any Defendant served with any Writ of Summons and Plaint in any Action shall thereupon be deemed to be in Court for the Purpose of making Application to the Court or a Judge to compel the Plaintiff to give Security for Costs, and for other like Purposes: Provided that no Order for Security for Costs shall be made by reason of any Plaintiff being resident out of the Jurisdiction of the Court, at the Instance of any Defendant, unless upon a satisfactory Affidavit that such Defendant has a Defence upon the Merits.

Forms in Schedule may be adopted.

LIII. The Forms of Pleading contained in the Schedule C. to this Act annexed shall be sufficient in the Cases to which they apply, and these and the like Forms may be used, with such Modifications as may be necessary to meet the Facts of the Case; but nothing herein contained shall render it erroneous or irregular to depart from the Letter of such Forms, so long as the Substance is expressed without Prolixity.

Different Causes of Action may be joined, but separate Trials may be ordered

LIV. Causes of Action, of whatever Kind, (except in Ejectment,) may be joined in the same Summons and Plaint, provided they be by and against the same Parties and in the same Rights, except as herein-after mentioned; but the Court or a Judge shall have Power to

to prevent the Trial of different Causes together, if such Trial would be inexpedient, and to order separate Records to be made up and separate Trials had.

Joinder of Claims by Husband and Wife, with Claims in right of Husband.

LV. In any Action brought by Husband and Wife for any Cause of Action accruing in respect of the Wife and in respect of which she is necessarily joined as Co-Plaintiff, it shall be lawful for the Husband to add thereto Claims in his own Right, and separate Actions brought in respect of such Claims, if in the same Court, may be consolidated, if the Court or a Judge shall think fit; provided that in the Case of the Death of either Plaintiff such Suit, so far only as relates to the Causes of Action, if any, which do not survive, shall abate.

Form and Nature of Defence and subsequent Pleadings.

LVI. The Defence and Replication and subsequent Pleadings, if any, shall state all Facts which constitute the Ground of the Defence or Reply in ordinary Language, and without Repetition, and as concisely as is possible consistent with Clearness; and if such Defence or subsequent Pleading is only applicable to a Portion of the preceding Pleading, the Portion to which it is applicable shall be shortly referred to.

Several Matters may be pleaded at any Stage of the Pleadings.

LVII. The Plaintiff in any Action may, by Leave of the Court or a Judge, plead in answer to the Defence or the subsequent Pleading of the Defendant as many several Matters as he shall think necessary to sustain his Action; and the Defendant in any Action may, by Leave of the Court or a Judge, plead in answer to the Summons and Plaint or other subsequent Pleading of the Plaintiff as many several Matters as he shall think necessary for his Defence, upon an Affidavit of the Party making such Application or his Attorney, if required by the Court or a Judge, to the Effect that he is advised and believes that he has just Ground to traverse the several Matters proposed to be traversed by him, and that the several Matters sought to be pleaded as aforesaid by way of Confession and Avoidance are respectively true in Substance and in Fact.

Certain Defences may be pleaded together without Leave.

LVIII. The following Defences, or any Two or more of them, may be pleaded together as of course, without Leave of the Court or a Judge; that is to say, a Defence denying any Contract or Debt alleged in the Declaration, a Defence of Tender as to Part, a Defence of the Statute of Limitations, Set-off Bankruptcy of the Defendant, Discharge under an Insolvent Act, Plenè administravit, Plenè administravit præter, Infancy, Coverture, Payment, Accord and Satisfaction, Release, a Denial that the Property an Injury to which is complained of is the Plaintiff's, Leave and Licence, Son assault demesne, and any other Pleas which the Judges of the said Superior Courts, or any Eight or more of them, of whom the Chief Judges of the said Courts shall be Three, shall by any Rule or Order to be from Time to Time by them made in Term or Vacation order or direct.

Double Pleas and Demurrer.

LIX. The Defendant may, by Leave of the Court or a Judge, plead and demur, or the Plaintiff may reply and demur, to the same Portion of the Summons and Plaint or Defence at the same Time upon an Affidavit by the Party pleading, or his Attorney, if required by the Court or a Judge, that he is advised and believes all the Objections raised by Demurrer are good and valid Objections in Law, and it shall be in the Discretion of the Court or a Judge to direct which Issue, whether of Fact or Law, shall be first disposed of.

Costs of several Issues.

LX. The Costs of every Issue, whether of Fact or Law, shall follow the Finding or Judgment upon such Issue, and be adjudged to the successful Party, whatever may be the Result of the other Issues; and the Costs of all Issues found for the Defendant shall be deducted from the Plaintiff's Costs, if the Defendant shall proceed with due Diligence to tax the same; and the Costs of all Issues found for the Plaintiff shall be deducted from the Defendant's Costs, if the Plaintiff shall proceed with due Diligence to tax the same; and if said Costs so to be deducted shall not in either Case be taxed in Time for the Purpose of deducting the same from the Costs of the opposite Party they shall be separately recoverable by Execution, when taxed and ascertained.

Forms and Fictions abolished.

LXI. No useless Form or Fiction, such as Express Colour or Special Traverse, shall be used, nor shall it be necessary to allege any Matter that need not be proved, regard being had to the Substance and Ground of the Action or Defence.

Venue to be stated only in Margin of

LXII. The Venue in any Personal Action may, except as herein-after stated, be laid in any County which the Plaintiff thinks proper, and the Name of such County shall be stated in

in the Margin of the Summons, and shall be taken to be the Venue intended by the Plaintiff, and no Venue shall be stated in the Body of the Summons or in any subsequent Pleading; provided it shall be lawful for the Court or a Judge to order such Venue to be changed by an Amendment of such Summons and Plaint to any other County or County of a City or Town in which the Trial can be more conveniently or properly had, on special Grounds only, and not merely because the Cause of Action accrued in any particular Place or County. Summons and Plaint.

LXIII. It shall not be necessary for any Party, in his Summons and Plaint or Defence or other Pleading, to set forth more of any Deed or Document than such Parts thereof as are material to his Action or Defence, or the Purport and Effect thereof; and it shall not be necessary to make Profert of such Deed or Document, and if Profert be made it shall not entitle the opposite Party to crave Oyer of or to set out upon Oyer such Deed or other Document. Setting out of Deeds in Pleading.

LXIV. When any Party shall rely on any Deed or Document, or any Portion thereof, in his Pleading, the said Deed or Document shall be produced upon every Trial and Argument in the Cause, unless its Nonproduction can be satisfactorily excused; and in default thereof it shall be lawful for the Court or Judge before whom such Trial or Argument shall be had to exclude the said Party so in default from all Benefit or Advantage of the said Deed or Document, or to make such Order for the Postponement of the Trial or Argument, and the Payment of the Costs occasioned by the said Postponement, as shall seem to be just; and the opposite Party shall be at liberty, by Notice in Writing, to demand of the Party so relying on the said Deed or Document an Inspection or Copy, or both an Inspection and Copy of the same, including the Names of the Witnesses by whom it was attested, if any, and any Endorsement or Defeasance thereon, and the Production of it for the Purpose of its being stamped, if necessary, and also the Production, Inspection, or Copy of any other Deed or Instrument whereof Inspection could be obtained by a Bill of Discovery; and such Copy, when furnished, shall be certified to be a correct Copy by the Attorney furnishing the same; and in case such Copy shall not be delivered, or such Inspection or Production shall not be granted, the Party demanding the same shall be at liberty to apply to the Court or a Judge for an Order for such Copy or Inspection or Production, or Copy and Inspection and Production, as such Judge shall think fit, but such Demand, Notice, or Order shall in no Case operate as a Stay of Proceedings, except when a special Order shall be made by a Judge to that Effect. Production, Inspection, and Copy of Deeds.

LXV. In Actions of Libel and Slander the Plaintiff shall be at liberty to aver that the Words or Matter complained of were used in a defamatory Sense, specifying such alleged defamatory Sense, without any prefatory Averment to show how such Words or Matter were used in that Sense. Summons and Plaint for Libel or Slander.

LXVI. The Plaintiff or Defendant in any Action may aver Performance of Conditions precedent generally, and the Defendant shall not deny such Averment generally, but shall specify in his Pleading the Condition or Conditions precedent the Performance of which he intends to contest. Performance of Conditions precedent may be averred generally.

LXVII. In pleading any Process, Decree, Judgment, or Adjudication of a Court or Officer of special or inferior Jurisdiction it shall not be necessary for the Party pleading or relying on such Process or Adjudication to state in his Pleading the Facts or Matters conferring Jurisdiction on such Court or Officer to entertain the Question, or issue such Process, or make such Adjudication, but the same respectively may be stated in such Pleading to have been duly entertained or made by such Court or Officer; and if such Statement be controverted, the Party so pleading or relying on such Process, Decree, Judgment, or Adjudication shall on the Trial establish by Proof the Facts and Matters necessary to confer Jurisdiction on such Court or Officer to entertain the Question, or issue such Process, or make such Adjudication so pleaded as aforesaid. The Process or Adjudication of an inferior Jurisdiction may be pleaded generally.

LXVIII. All Facts stated in any Summons and Plaint, and not denied in the Defence, shall be deemed to be admitted for the Purpose of the Suit; and in Actions by and against Assignees of a Bankrupt or Insolvent Debtor, or Executors or Administrators, or Persons authorized by Act of Parliament to sue or be sued as nominal Parties, the Character in which Facts not traversed admitted. Character of Assignees to be taken as ad-

mitted, unless denied.

which the Plaintiff or Defendant is stated to sue or be sued shall not in any Case be considered as in Issue, unless specially denied.

General Issue by Statute abolished.

LXIX. So much of any Act of Parliament as entitles or permits any Person to plead the General Issue only, and to give special Matter in Evidence, without pleading the same, is hereby repealed, except as to pending Actions: Provided always, that in any Case in which a Defendant by any Act of Parliament is now enabled to plead a Plea of Tender or other Matter, together with a Plea of the General Issue, such Defendant may plead the like Matter separately or with any Defence under this Act.

Defence by way of Denial to traverse some particular Fact.

Defences which admit a Contract in Fact to be pleaded specially.

LXX. In Actions upon Contract, every Defence by way of Denial must traverse some One or more than One material Matter of Fact, as, for instance, the drawing, or making, or endorsing, or accepting, or presenting, or Notice of Dishonour of a Bill or Note; and every Defence which admits a Contract in Fact, but relies upon Matter of Avoidance or Discharge, or Illegality on the Ground of Fraud or otherwise, as, for instance, Infancy, Coverture, Release, Payment or Performance, Illegality of Consideration, either by Statute or Common Law, drawing, endorsing, accepting Bills or Notes by way of Accommodation, Set-off, mutual Credit, Misrepresentation, Concealment, Deviation, shall be so expressly pleaded.

Pleas in Actions for Wrongs.

LXXI. In Actions for Wrongs, Defences by way of Denial shall take issue on some One or more than One material Matter of Fact alleged in the Summons and Plaint; and all Defences which admit the Matter complained of, but rely on Matter of Avoidance, Excuse, or Justification, shall be so expressly pleaded.

Defence of Matter subsequent to Action.

LXXII. A Defence arising after the Commencement of the Action shall be pleaded according to the Fact; and any Defence which does not state whether the Matter therein relied upon arose before or after Action shall be deemed to be a Defence of Matter arising before Action.

Defence of Matter subsequent to last Pleading, how to be pleaded.

LXXIII. In Cases in which a Plea Puis darrein continuance has heretofore been pleadable in Banco or at Nisi Prius, the same Defence may be pleaded with an Allegation that the Matter arose after the last Pleading, and such Defence may, when necessary, be pleaded at Nisi Prius; but no such Defence shall be allowed unless accompanied by an Affidavit stating that the Matter thereof arose within Eight Days next before the pleading of such Defence, unless the Court or a Judge shall otherwise order.

Payment not to be proved in Reduction of Amount.

LXXIV. Payment, whether before Action brought or when made into Court, shall not in any Case be allowed to be given in Evidence in reduction of the Amount to be recovered without being pleaded.

Payment of Money into Court.

LXXV. Any Defendant in any Personal Action whatsoever, except Actions for Assault and Battery, false Imprisonment, Libel, Slander, malicious Arrest or Prosecution, Criminal Conversation, or debauching the Plaintiff's Daughter or Servant, and in any Proceeding by Scire facias or Writ of Revivor to have Execution of any Judgment, may pay into Court a Sum of Money by way of Compensation or Amends, or in discharge of the Plaintiff's Demand, or upon any Defence of Tender; and such Payment shall be made by lodging the Money in the Bank of *Ireland* on behalf of the Defendant who shall make such Lodgment, with the Privity of the Master of the Court, and to the Credit of the Cause; and such Master, on the Certificate of such Lodgment being delivered to him, shall give a Receipt for the Amount in the Margin of the Defence.

Drawing Money so lodged.

LXXVI. At any Time before Verdict or Judgment for the Defendant, or peremptory Order for Payment of Costs for not proceeding to Trial, the Plaintiff may, in any Case in which Money has been lodged in Court in discharge of the Plaintiff's Demand, or on a Defence of Tender, apply to the Master of the Court to draw on the Bank of *Ireland* in favour of the Plaintiff for the Sum lodged by the Defendant; and the said Master, on being satisfied by Affidavit or otherwise that a Verdict or Judgment, or peremptory Order for such Payment as aforesaid, for the Defendant has not been had, shall thereupon draw accordingly; but after Verdict or Judgment or peremptory Order aforesaid for the Defendant, the Money shall

shall remain in Court to answer the Defendant's Costs, and the Plaintiff shall not be at liberty to draw the same unless by Order of the Court on Motion.

Taxation of Costs where Money accepted in full Satisfaction.

LXXVII. In case the Plaintiff shall accept the Amount lodged in full Satisfaction of his Demand, the Receipt for the Money given to the Master shall state that it has been so accepted, and the Plaintiff's Costs of Suit shall be taxed and ascertained by the proper Officer; and in case of Nonpayment thereof within Forty-eight Hours after Taxation and Demand the Plaintiff shall be at liberty to enter a peremptory Order for Payment of his Costs of Suit so taxed, and for such further Sum as shall be fixed by the Taxing Officer, subject to the Approval of the Three Chief Judges of the said Courts, as and for his Costs of obtaining such Order.

Issue to try Sufficiency of Payment when declined.

LXXVIII. In case the Plaintiff declines to accept the Sum paid into Court to satisfy the Claim of the Plaintiff in respect of the Matter to which the Plea is pleaded, the Sufficiency of the Payment shall be tried upon the Issue raised for that Purpose by the said Defence, and in case of such Issue being found for the Defendant the Defendant shall be entitled to Judgment and his Costs of Suit.

Certain Defences not objectionable.

LXXIX. Any Defence which shall be good in Substance shall not be objectionable on the Ground of its treating the Summons and Plaint as framed either for a Breach of Contract or for a Wrong.

With respect to Objections to Pleadings for formal and other Matters:

Objections by Demurrer.

Objections by Demurrer.

LXXX. Either Party may object by Demurrer to the Pleading of the opposite Party, for that such Pleading does not set forth sufficient Ground of Action, Defence, or Reply, as the Case may be; and every such Demurrer shall state concisely and explicitly the legal Points or Objections to be relied on, and may be according to the Form No. 3. in the Schedule B. to this Act annexed; and to such Demurrer there shall be no further Pleading.

Pleadings good in Substance sufficient.

LXXXI. No Objection by way of General or Special Demurrer for formal Matter only shall be allowed, and no Pleading shall be deemed insufficient for any Defect which could heretofore be objected to only by Special Demurrer; and wherever Issue shall be joined on any Demurrer the Court shall proceed and give Judgment according to the very Right of the Cause, without regarding any Imperfection, Omission, Defect in or Lack of Form; and every Summons and Plaint and Defence or other Pleading which shall, with reasonable Clearness and Distinctness, state all such Matters of Fact as are necessary to ground the Action, Defence, or Reply, as the Case may be, shall be sufficient, and it shall not be necessary that such Matters shall be stated in any technical or formal Language or Manner.

Judgment on Demurrer final.

LXXXII. Judgment on Demurrer for the Defendant, and also for the Plaintiff, in all Cases in which the Action is for a liquidated or Money Demand, shall be final, unless the Court shall give Liberty to amend the Pleading demurred to, or to plead *de novo* on the Argument of the Demurrer, or by any subsequent Order.

Pleadings framed to embarrass may be amended.

LXXXIII. If any Pleading or Demurrer be so framed as to prejudice, embarrass, or delay the fair Trial of the Action, the opposite Party may apply to the Court or a Judge to strike out or amend such Pleading, and the Court or a Judge shall make such Order respecting the same, and also respecting the Costs of the Application, as to such Court or Judge shall seem fit.

With respect to the Joinder of Parties to Actions:

Joinder of Parties.

Nonjoinder or Misjoinder of Parties.

LXXXIV. No Plea in Abatement for the Nonjoinder of any Person as a Party, Plaintiff or Defendant, shall be filed without the Leave of the Court, but such Defect, or the Misjoinder or Misnomer of any Party, may be pointed out by either Party by Notice before the Trial, and such Notice may be followed by a summary Application to the Court or a Judge in respect thereof; upon which Application the said Court or a Judge may make such Order therein, and touching the Costs thereof, as shall seem to be just.

Amendment before Trial of Nonjoinder or Misjoinder of Plaintiff.

LXXXV. It shall be lawful for the Court or a Judge, at any Time before the Trial, to order that any Person or Persons not joined as Plaintiff or Plaintiffs in the Action shall be so joined, or that any Person originally joined as Plaintiff shall be struck out of the Pleadings in

in the Action, if it shall appear to such Court or Judge that Injustice will not be done by such Amendment, and that the Person to be added consents, either in Person or by Writing under his or her Hand, to be so joined, or that the Person to be struck out was originally introduced without his or her Consent, or that he or she consents in the Manner aforesaid to be so struck out; and such Amendment shall be made upon such Terms as to the Amendment of the Pleadings, Postponement of the Trial, and otherwise, as to the Court or Judge shall seem proper; and when any such Amendment shall have been thereby made, the Liability of any Person who shall have been made Co-Plaintiff shall, subject to any Order to the contrary, be the same as if such Person had been originally joined in such Action.

Amendment at Trial.

LXXXVI. In case it shall appear at the Trial of any Action that there has been a Misjoinder of Plaintiffs, or that some Person or Persons not joined as Plaintiff or Plaintiffs ought to have been so joined, and the Defendant shall not at or before the Time of pleading have given Notice in Writing that he objects to such Misjoinder or Nonjoinder, specifying therein the Name or Names of such Person or Persons, such Misjoinder or Nonjoinder may be amended by the Court or the Judge or presiding Officer at the Trial, by an Order endorsed on the Abstract of Nisi Prius or Writ of Inquiry, signed by any Member of the Court, or by the said Judge or Officer, if it shall appear to such Court, Judge, or Officer that such Misjoinder or Nonjoinder was not for the Purpose of obtaining an undue Advantage, and that Injustice will not be done by such Amendment, and that the Person or Persons to be added consent, either in Person or by Writing under his, her, or their Hand or Hands, to be so joined, or that the Person or Persons to be struck out were originally introduced without his, her, or their Consent, or that such Person or Persons consent in manner aforesaid to be so struck out in the Manner aforesaid; and such Amendment shall be made upon such Terms as the Court, Judge, or Officer shall think proper; and when any such Amendment shall be made the Liability of any Person or Persons who shall be added as a Co-Plaintiff or Co-Plaintiffs shall, subject to any Order to the contrary, be the same as if such Person or Persons had been originally joined in such Action.

Upon Notice of Nonjoinder of Plaintiffs, Proceedings may be amended.

LXXXVII. In case such Notice be given by the Defendant of the Nonjoinder of a Person as Co-Plaintiff, the Plaintiff shall be at liberty to enter a Side-bar Order, to amend the Summons and Plaint, and other Proceedings, by adding the Name or Names of the Person or Persons named in such Notice, and to proceed in the Action, on Payment of the Costs of and occasioned by such Amendment only; and in such Case the Defendant shall be at liberty to plead *de novo* when he has pleaded already, and shall have Four Days from the Service of the Notice of such Amendment for the Purpose of pleading as aforesaid.

Proceedings when Nonjoinder of Defendant objected to.

LXXXVIII. Upon any Objection for Nonjoinder of a Defendant being taken by Plea in Abatement, or by Motion to the Court in consequence of such Nonjoinder, it shall be competent to the Plaintiff to show that such Person so omitted is not a necessary Party, or is not resident within the Jurisdiction of the Court, or has been discharged by Bankruptcy or Insolvency, or that the Statute of Limitations would be a Bar to any Action against him.

Upon Notice of Nonjoinder of Defendants Proceedings may be amended

LXXXIX. In any Action on Contract where the Nonjoinder of any Person or Persons as a Co-Defendant or Co-Defendants has been objected to by Notice or Plea in Abatement, the Plaintiff shall be at liberty to enter a Side-bar Order to amend the Writ of Summons and Plaint by adding the Name or Names of the Person or Persons named in such Notice as Joint Contractors, and to serve the amended Writ upon the Person or Persons so named in such Notice, and to proceed against the original Defendant or Defendants, and the Person or Persons so named in such Notice, provided that the Date of such Amendment shall, as between the Person or Persons so named in such Notice and the Plaintiff, be considered for all Purposes as the Commencement of the Action.

Subsequent Proceedings against the Persons named in a Notice for Nonjoinder of Defendant.

XC. In all Cases after such Notice of Objection or Plea in Abatement in respect of the Nonjoinder of a Party as Defendant, and Amendment in pursuance thereof, if it shall appear upon the Trial of the Action that the Person or Persons so named in such Notice was or were jointly liable with the original Defendant or Defendants, the original Defendant or Defendants shall be entitled, as against the Plaintiff, to the Costs of such Notice and Amendment; but if at such Trial it shall appear that the original Defendant or any of the original Defendants

Defendants is or are liable, but that One or more of the Persons named in such Notice is or are not liable as a contracting Party or Parties, the Plaintiff shall nevertheless be entitled to Judgment against the other Defendant or Defendants who shall appear to be liable, and every Defendant who is not so liable shall have Judgment, and shall be entitled to his Costs as against the Plaintiff, who shall be allowed the same, together with the Costs of the Notice and Amendment, as Costs in the Cause against the original Defendant or Defendants who shall have so objected to the Nonjoinder of such Person: Provided always, that any such Defendant who shall have so objected shall be at liberty on the Trial to adduce Evidence of the Liability of the Defendants named by him in such Notice.

Misjoinder of Defendants may be amended before or a the Trial.

XCI. It shall be lawful for the Court or a Judge in the Case of the Joinder of too many Defendants in any Action on Contract, at any Time before the Trial, to order that the Name or Names of One or more of such Defendants be struck out, if it shall appear to such Court or Judge that Injustice will not be done by such Amendment; and the Amendment shall be made upon such Terms as the Court or Judge by whom such Amendment is made shall think proper; and in case it shall appear at the Trial of any Action on Contract that there has been a Misjoinder of Defendants, such Misjoinder may be amended, as a Variance, at the Trial, in like Manner as the Misjoinder of Plaintiffs has been herein-before authorized to be amended, and upon such Terms as the Court, or Judge or other presiding Officer, by whom such Amendment is made, shall think proper.

Special Cases.

And for the Determination of Questions raised by Consent without pleading, be it enacted as follows:

Questions of Law raised by Consent without pleading.

XCII. The Parties may, after Writ issued, and at any Stage of the Proceedings before Judgment, by Consent and Order of a Judge, state any Question or Questions of Law in a Special Case for the Opinion of the Court, without any further Pleading.

Agreement as to Error and Payment of Money and Costs, according to Judgment upon Special Case.

XCIII. The Parties may, if they think fit, enter into an Agreement in Writing, which shall not be subject to any Stamp Duty, and which shall be embodied in the said or any subsequent Order, that Error may or may not be brought upon the Judgment of the Court on such Special Case, and that upon the Judgment of the Court being given in the Affirmative or Negative of the Question or Questions of Law raised by such Special Case, a Sum of Money, fixed by the Parties, or to be ascertained by the Court, or in such Manner as the Court may direct, shall be paid by One of such Parties to the other of them, either with or without Costs of the Action, such Agreement to be filed in the Master's Office within Ten Days after the making thereof; and the Judgment of the Court may be entered for such Sum as shall be so agreed or ascertained, with or without Costs, as the Case may be, and Execution may issue upon such Judgment forthwith, unless otherwise agreed, or unless stayed by Proceedings in Error.

Proceedings in Error upon Special Case.

XCIV. In case it is not agreed that Error may not be brought upon the Judgment of the Court upon such Special Case, either Party may take such Judgment into a Court of Error, in the same Manner, and with all such Proceedings and Consequences, as to Bail, Costs, Restitution, and otherwise, as in the Case of Error brought upon an ordinary Judgment, and the Court of Error before which such Judgment shall be brought shall have the same Power to proceed and give Judgment upon the Question or Questions of Law raised by the Special Case as the Court in which the original Judgment shall have been given.

Costs to follow the Event unless otherwise agreed.

XCV. In case no Agreement shall be entered into as to the Costs in any such Special Case, the Costs shall follow the Event, and be recovered by the successful Party, who shall have Execution for the same.

Judgment by Default.

With respect to Judgment by Default and to Judgment on Demurrer for the Plaintiff, and the Mode of ascertaining the Amount to be recovered thereupon:

Final Judgment may be marked where Demand liquidated.

XCVI. No Rule to compute shall be necessary or used; but where the Plaintiff's Claim is for a Debt or liquidated Demand in Money, with or without Interest, arising upon a Contract, express or implied, in default of such Defence or Demurrer filed within the Time aforesaid by the Defendant, it shall be lawful for the Plaintiff, on filing an Affidavit of the Service

Service of the Writ of Summons and Plaint in the Manner herein-before prescribed, or of such substituted Service as may be authorized as aforesaid, and of the Notice of filing the Summons and Plaint, if any, and Certificate of no Defence filed, to sign final Judgment in the Form No. 4. in the Schedule B. to this Act annexed, on which Judgment no Proceeding in Error shall lie, for any Principal Sum not exceeding the Sum claimed by the said Writ, with legal Interest thereon, and a Sum for Costs, to be fixed by the Taxing Master of the said Superior Courts, subject to the Approval of the Lord Chief Justice of the Queen's Bench, and the other Two Chief Judges of the said Courts, unless the Plaintiff claims more than such fixed Sum, in which Case the Costs shall be taxed in the ordinary Way; but no Costs of such Taxation shall be allowed unless the Costs so taxed shall exceed the Sum so settled and approved of; and the Plaintiff may, upon such Judgment issue Execution: Provided always, that it shall be lawful for the Court or a Judge to let in the Defendant to defend upon such Terms as to such Court or Judge shall seem proper.

Where only some of the Defendants take Defence.

XCVII. In any Action brought against Two or more Defendants, where the Claim is for a Debt or liquidated Demand in Money, with or without Interest, as last aforesaid, if One or more of such Defendants only shall appear to defend or demur, and another or others of them shall not appear to defend or demur, it shall be lawful for the Plaintiff to sign Judgment against such Defendant or Defendants only as shall not have appeared to defend or demur, and before Issue joined against the other Defendant or Defendants to issue Execution thereupon, in which Case he shall be taken to have abandoned his Action against the Defendant or Defendants who shall have defended or demurred; or the Plaintiff may, before issuing such Execution, proceed against such Defendant or Defendants as shall have filed a Defence or Demurrer, stating, by way of Suggestion, the Judgment obtained against the other Defendant or Defendants who shall not have filed a Defence or Demurrer, in which Case the Judgment so obtained against the Defendant or Defendants who shall not have taken Defence or demurred shall operate and take effect in like Manner as a Judgment by Default obtained before the Commencement of this Act against One or more of several Defendants in an Action of Debt before the Commencement of this Act.

Inquiry of Damages before the Master, where the Claim is Matter of Calculation.

XCVIII. In default of such Defence or Demurrer filed as aforesaid, and in case of Judgment for the Plaintiff on Demurrer, where the Plaintiff's Claim is not for a Debt or liquidated Demand in Money, but it shall appear to the Court or a Judge that the Amount of Damages sought to be recovered by the Plaintiff, although not liquidated in its Nature, is substantially a Matter of Calculation, it shall not be necessary to issue a Writ of Inquiry, but the Court or a Judge may direct that the Amount for which final Judgment is to be signed shall be ascertained by the Master of the Court on Affidavit or by oral Evidence and the Attendance of Witnesses; and the Production of Documents before such Master may be compelled by Subpœna, in the same Manner as before a Jury upon a Writ of Inquiry; and it shall be lawful for such Master to adjourn the Inquiry from Time to Time as Occasion may require: Provided always, that in case the said Master upon any such Reference shall think it proper to have any Fact controverted on the Reference tried by a Jury, in such Case the said Master may sign a Requisition to that Effect, entitled in the Cause, and direct the same to be delivered to the Sheriff of the County of the City of *Dublin* Two Days before the Time when such Jury shall be required, and the Jurors shall be summoned and taken from the List of Persons liable to serve as Jurors in the County of the City of *Dublin*, and the Sheriff shall cause so many of the Jurors as in his Opinion he shall deem sufficient to be summoned, but not less than Six, and such Persons shall attend, and either Party shall be entitled to his lawful Challenge against all or any of the said Jurors, and a Jury consisting of not less than Three shall be returned to try such Fact or Facts as shall seem doubtful to such Master, who shall proceed to make his Report on the Verdict of such Jury as he shall see fit, and such Jury shall be sworn and paid as a Common Jury at Nisi Prius; and the Master shall endorse upon the Rule or Order for referring the Amount of Damages to him the Amount found by him, and shall deliver the Rule or Order, with such Endorsement, to the Plaintiff, and such and the like Proceedings may thereupon be had as to Taxation of Costs, signing Judgment, and staying the signing thereof, and otherwise, as upon the Finding of a Jury upon a Writ of Inquiry.

XCIX. It

Master shall examine the Affidavits of Service.

XCIX. It shall be the Duty of the Master of the Court, before he permits any such Judgment by Default to be marked, to see that a proper Affidavit of the Service of the Writ of Summons and Plaint has been filed, and that according to such Affidavit Service of such Writ has been effected in the Manner prescribed by this Act, or in the Manner substituted by the Order of the Court or a Judge as aforesaid.

Ordinary Writ of Inquiry in other Cases.

C. In default of such Defence or Demurrer, and in case of Judgment for the Plaintiff on Demurrer, when the Plaintiff's Demand is not for a Debt or liquidated Sum in Money, and where the Amount of Damages sought to be recovered cannot be calculated as aforesaid, it shall be lawful for the Plaintiff to issue a Writ of Inquiry to the Sheriff of the proper County, or other Person thereunto lawfully authorized, and such Inquiry shall be holden at the Chief Town in the County, or such other Place as shall be agreed on between the Sheriff and the Party delivering the Writ to him, who shall have Ten Days Notice in Writing of the Time and Place of holding such Inquiry; and Notice of the holding of such Inquiry shall also be given by the Plaintiff to the Defendant, or if Judgment be given on Demurrer to his Attorney, Ten Days before the holding of same; and the said Writ of Inquiry may be made returnable and be returned on any Day certain in Term or in Vacation, to be named in such Writ, and upon the Return thereof, and without any Rule for Judgment thereon, the Costs may be taxed and Judgment signed and Execution issued forthwith, unless the Sheriff or other Officer before whom such Writ shall be executed shall certify under his Hand upon such Writ that Judgment ought not to be signed until the Defendant or Plaintiff shall have had an Opportunity to apply to the Court to set aside the Execution of such Writ of Inquiry, or unless One of the Judges of the said Superior Courts of Law shall think fit to order the Judgment to be stayed until a Day to be named in such Order; provided that where a Writ of Inquiry shall have been sped before a Judge, the Proceedings from the Finding to issuing Execution shall be the same as in the Case of ordinary Trials at Nisi Prius.

Inquiries may be holden before Master of the Court when Venue in Dublin.

CI. It shall be lawful for the Court or a Judge, in any Case in which the Venue in the Action shall be laid in the County or County of the City of *Dublin*, instead of a Writ of Inquiry to the Sheriff to ascertain the Amount of Damages, to direct that the Amount for which final Judgment shall be marked shall be ascertained by the Master of the Court, and thereupon such Damages shall be ascertained by the Master in like Manner as such Damages have been heretofore ascertained under Writ of Inquiry by the Sheriff; and for such Purpose it shall be the Duty of the Sheriff to summon Jurors to attend before the said Masters, who shall have the like Jurisdiction and Authority as have been heretofore exercised by Sheriffs in holding such Inquiries: Provided always, that whenever there is any such Trial by Jury Six Jurymen shall be impannelled and sworn as Occasion shall require to give their Verdict according to the Evidence, and the Verdict of the said Jurymen shall, if unanimous, be sufficient; and it shall be lawful for the Master to adjourn such Inquiry from Time to Time as Occasion may require; and the Master shall endorse on the Rule or Order of Reference the Finding of the said Jury, and shall deliver the same to the Plaintiff, and such and the like Proceedings may thereupon be had as to Taxation of Costs, signing Judgment, and otherwise, as upon a Finding of a Jury upon a Writ of Inquiry to the Sheriff.

Issues and Abstract for Nisi Prius.

With respect to the Settlement of the Issues and Abstract for Nisi Prius:

Abstract of Issues for Nisi Prius to be settled by a Judge.

CII. After Defence or last subsequent Pleading filed, and together with the Notice of Trial, the Plaintiff's Attorney shall furnish to the Defendant's Attorney a Draft of the Abstract of the Pleadings and of the Issues in Fact to be tried at Nisi Prius, according to Form No. 5. in the Schedule B. to this Act annexed; and in case the Defendant shall not return the same, approved of, within Four Days from the Delivery thereof, the Plaintiff may take out a Summons to settle the same before a Judge, who shall, subject to an Appeal to the Court, settle the same, and shall have Power to adjudicate on the Costs of such Settlement; and such Abstract, so agreed upon or settled, shall be lodged with the Pleadings Assistant of the Court, and an Engrossment of such Abstract, so agreed on or settled, and prepared by the Plaintiff's Attorney, shall be in place of the Record of Nisi Prius, and the Postea and all other Proceedings at the Trial shall be endorsed thereon, and shall be returnable in the like Manner as heretofore in respect of the Nisi Prius Record,

Time for Notice of Trial and Inquiry.

CIII. Ten Days Notice of Trial or Inquiry shall be given, and shall be sufficient in all Cases, whether at Bar or Nisi Prius, in Town or Country, unless otherwise ordered by the Court or a Judge; and the Expression "Short Notice of Trial" in any Order or Consent shall be taken to mean Four Days.

Notice of Countermand.

CIV. A Countermand of Notice of Trial or Inquiry may be given Four Days before the Time mentioned in the Notice, unless Short Notice of Trial or Inquiry has been given, and then Two Days before the Time mentioned in the Notice of Trial or Inquiry, unless otherwise ordered by the Court or a Judge, or by Consent.

Costs of the Day.

CV. A Rule for Costs of the Day for not proceeding to Trial or Inquiry pursuant to Notice, or not countermanding in sufficient Time, may be drawn up on Affidavit, without Motion, at any Time within One Month after the Day of Trial or Inquiry fixed by the Notice of Trial or Inquiry, and if such Rule be not entered within said Period such Costs shall be Costs in the Cause; provided, however, that such Rule shall, so long as it remains in force, be an Answer to any Application in respect of any Default in proceeding to Trial.

Default in going to Trial.

With respect to Default in not proceeding to Trial:

Order for Costs for not proceeding to Trial.

CVI. The Plaintiff shall proceed to Trial within Three Terms from that in which, or the Vacation of which, the Defence or other subsequent Pleading is filed; and in default thereof the Defendant may enter a Rule that the Plaintiff do proceed to Trial at the Assizes or Sittings next after the Expiration of Twenty Days from the Service of such Rule, and that in default the Defendant shall be dismissed with his Costs of the Suit; and if the Plaintiff neglects to proceed to Trial in pursuance thereof, the Defendant, on filing an Affidavit of the Service of such Rule, and that the Plaintiff has failed to proceed to Trial in pursuance thereof, may enter a peremptory Order for the Payment of his Costs of the Suit, which Orders shall be in lieu and shall have the Effect of a Judgment as in case of a Nonsuit; and the Defendant on producing such Order shall have the Pleadings in the Cause removed into the Office of the Master of the Court for the Purpose of having Execution thereon, and shall have Execution accordingly; provided, however, that the Court or a Judge shall have Power to extend the Time for proceeding to Trial, with or without Terms.

Defendant's Right to try upon Default of the Plaintiff.

CVII. Nothing herein contained shall affect the Right of a Defendant to take down a Cause for Trial, after Default by the Plaintiff to proceed to Trial as aforesaid; and it shall be lawful for the Defendant, after such Default, to proceed to have the Abstract of the Issues settled in the same Manner as the Plaintiff might have done.

Notice of Trial by Defendant.

CVIII. When a Defendant shall be entitled to go to Trial as aforesaid, he may proceed without any Rule or Order for that Purpose, and the same Notice of Trial shall be given as in ordinary Cases, and if Abstracts are entered for Trial both by the Plaintiff and the Defendant, the Defendant's Abstract shall be treated as standing next in order after the Plaintiff's Abstract in the List of Causes, and the Trial of the Cause may take place accordingly.

Jury Process.

With respect to Juries and Jury Process:

Precept by Judges of Assize to summon Jurors for Civil as well as Criminal Trials.

CIX. No Jury Process shall be necessary or used in any Action; but the Precept issued by the Judges of Assize to the Sheriff to summon Jurors for the Assizes shall direct that the Jurors be summoned for the Trial of all Issues, whether civil or criminal, which may come on for Trial at the Assizes, and the Jurors shall thereupon be summoned in like Manner as at present.

A printed Panel to be prepared, and annexed to the Abstract.

CX. A printed Panel of the Jurors summoned shall, Seven Days before the Commission Day, be made by the Sheriff, and kept in the Office of the Returning Officer in *Dublin* for Inspection; and a printed Copy of such Panel on Parchment shall be delivered by the Sheriff to any Party requiring the same, on Payment of a Fee of One Shilling, and such Copy shall be annexed to the Abstract for Nisi Prius.

Sheriffs of Dublin to summon Common Jurors, and pre-

CXI. The Sheriffs of the County and County of the City of *Dublin* respectively shall, pursuant to a Precept under the Hand of a Judge of any of the said Superior Courts, and without any other Authority, summon a sufficient Number of Common Jurors for the Trial of all Issues

Issues in the Superior Courts of Common Law and the Consolidated Nisi Prius Court in like Manner as before this Act; and Seven Days before the First Day of each Sittings a printed Panel of the Jurors so summoned for the Trial of Causes at such Sittings shall be made by such Sheriff, and kept in his Office for public Inspection; and a printed Copy of such Panel shall be delivered by the said Sheriff to any Party requiring the same, on Payment of a Fee of One Shilling, and a Copy on Parchment shall be annexed to the Abstract for Nisi Prius; and the said Precept shall and may be in like Form as the Precept issued by the Judges of Assize, and One thereof shall suffice for each Term and after Sittings, and for all the Superior Courts and the said Consolidated Nisi Prius Court; and it shall be the Duty of the said Sheriffs respectively to apply for and procure such Precept to be issued in sufficient Time before each Term to enable them to summon the Persons in manner aforesaid; and it shall be lawful for the several Courts or any Judge thereof at any Time to issue such Precept or Precepts to summon Jurors for disposing of the Business pending in such Courts and in the Consolidated Nisi Prius Court, and to direct the Time and Place for which such Jurors shall be summoned, and all such other Matters as to such Court or Judge shall seem requisite.

pare a Panel to be annexed to the Abstract.

CXII. The Precept issued by the Judges of Assize and by the Judge of any of the said Superior Courts for Cases in the County and City of *Dublin*, as aforesaid, shall direct the Sheriff to summon a sufficient Number of Special Jurymen to be mentioned therein, not exceeding in Country Cases Forty-eight in all, to try the Special Jury Causes at the Assizes, or in the several Superior Courts of Common Law in *Dublin* respectively; and the Persons summoned in pursuance of such Precept shall be the Jury for trying the Special Jury Causes at the Assizes or after Sittings respectively, subject to such Right of Challenge as the Parties are now by Law entitled to in the like Cases, and subject to the like Liability as to the Payment of the Costs of obtaining such Special Jury; and a printed Panel of the Special Jurors so summoned shall be made, kept, delivered, and annexed to the Abstract of Nisi Prius, in like Time and Manner and upon the same Terms as herein-before provided with reference to the Panel of Common Jurors; and upon the Trial the Special Jury shall be balloted for and called in the Order in which they shall be drawn from the Box, in the same Manner as Common Jurors; provided that the Court or a Judge, in such Case as they or he may think fit, may order that a Special Jury be struck according to the present Practice, and such Order shall be a sufficient Warrant for striking such Special Jury, and making a Panel thereof for the Trial of the particular Cause.

Special Jurors summoned to try all Special Jury Cases.

CXIII. The Plaintiff in any Action, except for the Replevin of Goods, shall be entitled to have the Cause tried by a Special Jury, upon giving Notice in Writing to the Defendant at such Time as would be necessary for a Notice of Trial of his Intention that the Cause shall be so tried, and the Plaintiff in an Action for the Replevin of Goods, and the Defendant in other Cases, shall be so entitled, on giving the like Notice, within Six Days before the First Day of the Assizes or after Sittings respectively; provided that the Court or a Judge may at any Time order that a Cause shall be tried by a Special Jury, upon such Terms as they or he shall think fit.

Mode of obtaining a Special Jury.

CXIV. Where the Defendant in any Case, or Plaintiff in an Action for the Replevin of Goods, gives Notice of his Intention to try the Cause by a Special Jury, the Court or a Judge, if satisfied that such Notice is given for the Purpose of Delay, may order that the Cause be tried by a Common Jury, or make such other Order as to the Trial of the Cause as such Court or Judge shall think fit.

Remedy for Delay by Notice of Trial by Special Jury.

CXV. Where Notice has been given to try by Special Jury, either Party may, Six Days before the First Day of the Sittings in *Dublin*, or Commission Day of the Assizes, give Notice to the Sheriff that such Action is to be tried by a Special Jury; and in case no such Notice be given, or the Notice has not been given in sufficient Time, no Special Jury need be summoned or attend, and the Cause may be tried by a Common Jury, unless otherwise ordered by the Court or a Judge.

Notice to Sheriff of Trial by Special Jury.

CXVI. A Writ or Clause of View shall not be necessary or used, but whether the View is to be had by a Common or Special Jury it shall be sufficient to obtain a Rule of the Court or a Judge's Order directing a View to be had, and directing the Sheriff to have Six or more

View to be by Rule.

of the Jurors named in the Panel chosen by Consent, or, if the Parties cannot agree, nominated by the proper Officer of the Court at the Place in question some convenient Time before the Trial; and the Viewers shall have the Place shown to them by Two Persons to be named in the Order, and to be appointed by the Court or a Judge; and the Sheriff, upon Request, shall deliver to either Party the Names of the Viewers, and shall also return their Names to the Registrar, for the Purpose of their being called as Jurymen upon the Trial.

Proceedings before Jurors so returned same as before this Act.

CXVII. The Jurors whose Names are contained in such Panel as aforesaid shall be the Jurors to try the Causes at the Assizes and Sittings for which they shall be summoned respectively; and all such Proceedings may be had and taken before such Juries in like Manner and with the like Consequences in all respects as before or in respect of any Jury summoned in pursuance of any Writ or Writs of Venire facias juratores, Distringas juratores, or Habeas corpora juratorum, before this Act, and also in respect of Persons summoned to appear upon such Juries, and in the event of an insufficient Attendance of Persons summoned and competent to act as Jurors.

Evidence

With respect to Matters of Evidence and the Admission of Documents, be it enacted as follows:

Admission of Documents.

CXVIII. Either Party may call on the other Party, by Notice, to admit any Document, or a Copy thereof, saving all just Exceptions; and in case of Refusal or Neglect to admit within a reasonable Time, the Costs of proving the Document or Copy shall be paid by the Party so neglecting or refusing, whatever the Result of the Cause may be, unless at the Trial the Judge shall certify that the Refusal to admit was reasonable; and no Costs of proving any Document or Copy shall be allowed unless such Notice be given, except in Cases where the Omission to give the Notice is, in the Opinion of the Taxing Officer, a Saving of Expense.

Proof of Admissions.

CXIX. An Affidavit of the Attorney in the Cause, or his Clerk, of the due Signature of any Admissions, made in pursuance of such Notice, and annexed to the Affidavit, shall be in all Cases sufficient Evidence of such Admissions.

Proof of Notice to produce.

CXX. An Affidavit of the Attorney in the Cause, or his Clerk, of the Service of any Notice to produce, in respect of which Notice to admit shall have been given, and of the Time when it was served, with a Copy of such Notice annexed to such Affidavit, shall be sufficient Evidence of the Service of the Original of such Notice, and of the Time when it was served.

Bills of Exceptions.

With respect to Bills of Exception, be it enacted as follows:

Bill of Exceptions not to set forth the Pleadings.

CXXI. Every Bill of Exceptions may be according to the Form No. 6. in the Schedule B. to this Act annexed; and it shall be lawful, by Consent of the Parties, or Order of the Judge, to incorporate any Deed or Document therewith, by an appropriate Reference to such Deed or Document, without setting forth the same.

Judgment.

With respect to the Form and Manner of entering Judgment:

Judgment not to be arrested on technical Grounds.

CXXII. No Judgment shall be arrested or stayed or reversed by reason of any Imperfection, Omission, Defect in or Lack of Form in any Summons and Plaint, Defence, or other Pleading or Proceeding, nor by reason that the Venue is misplaced, or the Trial had in a wrong County or Place, nor by reason of any Misnomer of any of the Jurors who tried the Case in Name, Surname, or Addition, so as it appear to the Court to be the same Man that was meant to be returned, nor by reason that the Plaintiff or Defendant, being under the Age of Twenty-one Years, did sue or defend by Attorney.

Entry of Judgment on the Roll unnecessary for Execution.

CXXIII. It shall not be necessary, before issuing Execution upon any Judgment under the Authority of this Act, to enter the Proceedings upon any Roll, but on producing, and lodging with the proper Officer, a Certificate of the Name, Description, and Address of the Parties, an Entry shall be made in the Judgment Book, signed by the Master, shortly stating the Nature of the Judgment, and thereupon the Costs shall be taxed, and Execution issued, according to the Practice heretofore used, and the Effect of every such Entry of a Judgment

Judgment shall be the same as that of a Judgment in an Action in the Form heretofore used; and such Entry in the said Judgment Book shall contain a Reference to the Number of the Roll on which such Judgment shall be enrolled, and shall contain a Column in which any Satisfaction of the said Judgment may be afterwards entered, if necessary.

When Judgment to be made up, Summary of Pleadings to be lodged, and Judgment marked thereon.

CXXIV. When it shall be required to sign any Judgment, the Attorney requiring the same shall deliver to the proper Officer a correct Summary or Recital of the Proceedings, briefly stating the several Pleadings, and the Nature thereof, written fairly on Parchment, and signed by the Attorney, and thereupon the Officer shall take off from the Pleadings File the several Pleadings in the Cause in which such Judgment shall be required to be made up, and shall place them, together with the said Summary prefixed, in consecutive Order upon the File of Judgments, in the Manner now used, or as may be hereafter directed by any General Order of the Judges, there to be kept as the permanent Records of the Court, and shall upon the said Summary give the proper Award of Judgment; and it shall in all Cases of enrolling Judgments be sufficient to place on the Roll a correct Copy of the said Summary or Recital of the Proceedings according to Fact, together with the Award of Judgment in proper Form, with a Reference to the original Pleadings on the Judgment File, whereby the same may be immediately found and inspected; and no Judgment so enrolled under the Authority of this Act shall be liable to be disturbed on the Ground of Error, on account of any Omissions hereby authorized: Provided always, that if it shall be deemed necessary, for the Prosecution of any Proceeding in Error or for any other Purpose, it shall be lawful for the Court to order that the whole or any Part of the Pleadings shall be transcribed upon the Roll, and the same shall be transcribed by the proper Officer accordingly.

Judgment without Distinction between Debt or Damages.

CXXV. In all Actions where the Plaintiff recovers a Sum of Money, the Amount which he is entitled to may be awarded to him by the Judgment generally, without any Distinction being therein made as to whether such Sum is recovered by way of a Debt or Damages.

Award of Costs in vexatious Actions.

CXXVI. In all Actions for a Trespass on Lands or Tenements, Assault and Battery, or for Slander, the Plaintiff in such Action, in case the Jury shall find the Damages to be under the Value of Forty Shillings, shall not recover or obtain more Costs of Suit than the Damages so found shall amount unto, unless the Judge at the Trial shall certify under his Hand, on the Back of the Abstract for Nisi Prius, that the Assault and Battery was sufficiently proved by the Plaintiff against the Defendant, or that the Freehold or Title of the Land mentioned in the Plaint was chiefly in question, or that the Trespass was voluntary or malicious.

Execution.

With respect to Execution:

Execution after Trial.

CXXVII. A Plaintiff or Defendant, having obtained a Verdict or Nonsuit in a Cause tried out of Term, shall be entitled, without any Rule on the Postea or Inquisition, to mark Judgment and to issue Execution in Fourteen Days, and in a Cause tried in Term in Four Days, unless the Judge who tries the Cause, or some other Judge, or the Court, shall order Execution to issue at an earlier or later Period, with or without Terms: and it shall be lawful for the said Judge before whom the Trial has been had, or any other Judge, or the Court, to make such Order accordingly: Provided that, notwithstanding any Judgment signed or recorded or Execution issued by virtue of this Act, it shall be lawful for the Court in which such Action shall have been brought to order such Judgment to be vacated, and Execution to be stayed or set aside, and to enter an Arrest of Judgment, or grant a new Trial or new Writ of Inquiry, as Justice may appear to require, and thereupon the Party affected by such Execution shall be restored to all he may have lost thereby in such Manner as upon the Reversal of a Judgment by a Proceeding in Error, or otherwise as the Court may think fit to direct.

Execution may issue to any County.

CXXVIII. Any Writ of Execution, except a Writ of Habere facias possessionem, or other Writ of Possession, may be directed, in the first instance, to the Sheriff of any County, or County of a City, or other Shrievalty, as the Party suing out the same may think fit, without

without Reference to the County in which the Venue is laid, and without any Suggestion of the issuing of a prior Writ into such County.

Execution to issue for the Amount really due.

CXXIX. When any Execution is demanded, the Party demanding the same shall lodge with the Officer required to issue such Writ a Certificate signed by the Party or his Attorney containing such Sum as the Party demands to be in good Conscience due to him after all just and equitable Deductions, which Certificate shall be filed in the Office, and the Sum mentioned therein entered in the Book wherein Executions are entered, and also in the Body of the said Execution that shall issue, as the Sum to be levied on Foot of the Sum adjudged by the Judgment or Order of the Court; and if the Party at whose Suit such Execution issues shall appear wilfully, fraudulently, and maliciously to have overcharged the Party against whom such Execution issues, in such Case he shall forfeit to the Party grieved Treble Damages.

Expenses of Execution.

CXXX. In every Case of Execution, the Party entitled to Execution may levy the Poundage Fees and Expenses of the Execution by Law payable over and above the Sum recovered.

Sheriff empowered to seize Money, Bank Notes, &c., and to pay Money or Bank Notes to Execution Creditor.

CXXXI. Under any Writ of Fieri facias may be seized and taken any Money or Bank Notes (whether of the Governor and Company of the Bank of *Ireland*, or of any other Bank or Bankers), and any Cheques, Bills of Exchange, Promissory Notes, Bonds, Specialties, or other Securities for Money, belonging to the Person against whose Effects such Writ of Fieri facias shall be sued out; and the Sheriff or other Officer shall pay or deliver to the Party suing out such Execution any Money or Bank Notes which shall be so seized, or a sufficient Part thereof, and shall hold any such Cheques, Bills of Exchange, Promissory Notes, Bonds, Specialties, or other Securities for Money as a Security or Securities for the Amount by such Writ of Fieri Facias directed to be levied, or so much thereof as shall not have been otherwise levied and raised, and may sue in the Name of such Sheriff or other Officer for the Recovery of the Sum or Sums secured thereby, when the Time of Payment thereof shall have arrived; and the Payment to such Sheriff or other Officer by the Party liable, with or without Suit, or the Recovery and levying Execution against the Party so liable, shall discharge him to the Extent of such Payment, or of such Recovery and Levy in Execution, as the Case may be, from his Liability on any such Cheque, Bill of Exchange, Promissory Note, Bond, Specialty, or other Security; and such Sheriff or other Officer may and shall pay over to the Party suing out such Writ the Money so to be recovered, or such Part thereof as shall be sufficient to discharge the Amount by such Writ directed to be levied; and if, after Satisfaction of the Amount so to be levied, together with Sheriff's Poundage and Expenses, any Surplus shall remain in the Hands of such Sheriff or other Officer, the same shall be paid to the Party against whom such Writ shall be so issued: Provided that no such Sheriff or other Officer shall be bound to sue any Party liable upon any such Cheque, Bill of Exchange, Promissory Note, Bond, Specialty, or other Security, unless the Party suing out such Execution shall enter into a Bond, with Two sufficient Sureties, for indemnifying him from all Costs and Expenses to be incurred in the Prosecution of such Action, or to which he may become liable in consequence thereof, the Amount of such Bond or the Sufficiency of such Sureties, or such Amount and such Sufficiency, to be determined by the Master of the Court in which such Action shall be brought, or, if the Court shall so order, by a Commissioner of such Court authorized to take Special Bail, and the Expense of such Bond to be deducted out of any Money to be recovered in such Action.

Attachment of Government and Public Stock and Shares.

CXXXII. If any Person against whom such Judgment shall be entered as aforesaid shall have any Government Stock, Funds, or Annuities, or any Stock or Shares in any public Company in *Ireland*, whether incorporated or not, and standing in his own Name and in his own Right, or in the Name of any Person in trust for him, or any Interest in the Dividends, Interest, or annual Produce of such Stock, Funds, Annuities, or Shares, it shall be lawful for the Court or a Judge, on Application of the Party having recovered such Judgment, to make an Order *ex parte* in the Form No. 7. in the Schedule B. to this Act annexed, to attach such Stock, Funds, Annuities, or Shares, and such Dividends, Interest, or annual Produce shall be attached in the Books of the Governor and Company of the Bank of *Ireland* or any public Company,

Company, to answer the Purposes of such Execution, and such Stock, Funds, Annuities, and Shares shall not be suffered to be transferred, nor shall such Dividends, Interest, or annual Produce be paid, until such Order of Attachment shall be withdrawn or discharged or disposed of, and no Disposition in the meanwhile of such Debtor shall be valid or effectual as against such Party recovering such Judgment and obtaining such Order of Attachment.

Order for Transfer and Payment.

CXXXIII. A Copy of such Order of Attachment shall be served on the Debtor or his Attorney or Agent, and unless the said Debtor or some other Person interested shall within the Space of Twenty Days from the Service of such Order of Attachment and Copy, or from the Date of the last Service, or such other Time as the Court or a Judge may think reasonable, show sufficient Cause to the contrary, it shall be lawful for the Court or a Judge, if he shall so think fit, on Proof of the Service of such Order of Attachment and Copy, to make an Order on all Persons, Corporations, and public Companies whose Act or Consent is thereto necessary, to transfer the said Government Stock, Funds, Annuities, or Shares belonging to the said Judgment Debtor, and standing in his own Name, or in the Name of any Trustee for him for his own Benefit, into the Name of the said Sheriff or other Officer as aforesaid, or to make Payment of such Dividends, Interest, and annual Produce to said Sheriff, and all such Persons whose Act or Consent is so necessary as aforesaid are hereby required to obey such Order, and are indemnified for all Things done or permitted pursuant to such Order: Provided also, that it shall be lawful for such Court or a Judge, on the Application of the Debtor or any Person interested, to discharge or vary such Order for Attachment, and to award such Costs, on such Application, as to the said Court or a Judge shall seem just.

Charging Order on contingent and future Interests.

CXXXIV. If such Debtor shall have an Interest in any such Stock, Funds, Annuities, or Shares, or the Dividends, Interest, and annual Produce thereof, not vested or in possession, but contingent or in remainder or reversion, it shall be lawful for the Court or a Judge, on a like Application, to be made by the Party obtaining such Judgment, to make an Order *ex parte* that such Stock, Funds, Annuities, Shares, Dividends, Interest, or annual Produce, or a competent Part thereof, shall stand charged with the Payment of the Amount for which such Judgment shall have been recovered, and Interest on so much as shall remain unsatisfied, unless satisfactory Cause shall be shown to the contrary by the said Debtor or some other Person interested, within a Time to be named in said Order, and a Copy of such Order shall be served on the Debtor or his Attorney or Agent; and unless Cause shall be shown to the contrary within the Time specified in such Order, or such Time as the Court or a Judge may think proper, it shall be lawful for the Court or a Judge, if it shall so think fit, on Proof of the Service of such Order, to make same absolute; and such Order shall entitle the Creditor to all such Remedies as he would have been entitled to if such Charge had been made in his Favour by the Debtor: Provided that such Court or a Judge shall, on the Application of such Debtor, or any Person interested, have full Power to discharge or vary such Order, and to award such Costs, upon such Application as the Court or a Judge may think fit.

Order in respect of Money in Name of Accountant General.

CXXXV. If such Debtor shall have an Estate or Interest in any Stock, Funds, Annuities, or Shares, or Money, which shall be standing in the Name of the Accountant General of the Court of Chancery, or of the Court of the Commissioners for the Sale of Incumbered Estates in *Ireland*, or of the Master of any such Superior Court of Common Law, or in the Dividends, Interest, or annual Produce thereof, it shall be lawful for the Court or a Judge to make such Order as to such Stock, Funds, Annuities, Shares, and the Dividends, Interest, and annual Produce thereof, as if the same had been standing in the Name of a Trustee for such Judgment Debtor; but no such Order shall prevent the said Governor and Company of the Bank of *Ireland* or any such public Company from permitting any Transfer of such Stock, Funds, Annuities, and Shares, or Money, or the Payment of the Dividends, Interest, or annual Produce thereof, in such Manner as the said Court of Chancery, or the Commissioners for the Sale of Incumbered Estates in *Ireland*, or the Court of Common Law may direct: Provided, however, that it shall be lawful for the said Court of Chancery or Court of Common Law, or the said Court of the Commissioners for the Sale of Incumbered Estates, on the Application of the Judgment Creditor, to make such Order in respect of same as shall be just.

Execution against Beneficed Clergymen.

CXXXVI. Where to a Writ of Fieri facias issued against a Beneficed Clergyman the Sheriff shall have returned Nulla bona, and that the Defendant is a Beneficed Clerk having no Lay Fee,

Fee, the Plaintiff may as of course issue a Writ of Execution De bonis ecclesiasticis, directed to the Bishop of any Diocese in which the Defendant may have a Benefice, and at any Time after a Writ of Execution De bonis ecclesiasticis shall have been delivered to any Bishop the Plaintiff may apply to the Court by Motion for an Order that the Bishop do certify what has been done under the Writ, and that the Sequestrator do account; and where, in obedience to any such Writ of Fieri facias, De bonis ecclesiasticis, a Sequestration of the Ecclesiastical Benefice shall be issued by any Bishop, it shall be lawful for any Court in which any Judgment shall be had against the same Defendant, and Execution issued and returned Nulla bona, to make an Order extending the said Sequestration to the Matter of the said last-mentioned Judgment, without any further Writ or Proceeding; and the said last-mentioned Creditor shall have the Benefit of such Sequestration, and with Priority as from the Date of such Order of Extension, as if it were a Sequestration issued at his own Instance.

Return of Devastavit not to be made but on Finding of Jury.

CXXXVII. No Sheriff or other Officer shall return a Devastavit against any Defendant, being an Executor or Administrator, in any Action, but upon an Inquisition taken on the Oaths of Twelve lawful Men of his County, to whom Challenge may be taken; and the Plaintiff shall give the Defendant Ten Days previous Notice of the taking of such Inquisition, and of the Time and Place of taking same; and upon the Return of such Devastavit the Plaintiff shall be entitled to immediate Execution De bonis propriis, without further Rule or Judgment.

Detainer of a Prisoner in Execution.

CXXXVIII. It shall not be necessary in any Case to sue out a Writ of Habeas corpus ad satisfaciendum to charge in Execution any Person already in the Prison of the Court, but such Person may be so charged in Execution by a Side-bar Order upon an Affidavit that Judgment has been signed and is not satisfied, and the Service of such Order upon the Keeper of the Prison for the Time being shall have the Effect of a Detainer.

Discharge of a Prisoner from Execution.

CXXXIX. A Plaintiff or Defendant arrested under any Writ of Capias ad satisfaciendum shall be entitled to his Discharge from such Arrest, on Payment or Tender to the opposite Party or his Attorney in the Cause, or to the Sheriff or Gaoler in whose Custody such Person may be under such Writ, of the Amount directed to be levied by such Writ.

Sheriff or Gaoler may discharge Prisoner by Authority of Attorney in the Cause.

CXL. A written Order under the Hand of the Attorney in the Cause, by whom any Writ of Capias ad satisfaciendum shall have been issued, shall justify the Sheriff, Gaoler, or Person in whose Custody the Party may be under such Writ in discharging such Party, unless the Party for whom such Attorney professes to act shall have given written Notice to the contrary to such Sheriff, Gaoler, or Person in whose Custody the opposite Party may be, but such Discharge shall not be a Satisfaction of the Debt, unless made by the Authority of the Creditor; and nothing herein contained shall justify any Attorney in giving such Order for Discharge without the Consent of his Client.

Renewal of Execution.

CXLI. A Writ of Execution, after the Commencement of this Act, if unexecuted, shall not remain in force for more than One Year from the Date of such Writ, unless renewed in the Manner herein-after provided, but such Writ may at any Time before its Expiration be renewed by the Party issuing it for One Year from the Date of such Renewal, and so on from Time to Time during the Continuance of the renewed Writ, by being marked with the Seal of the Court, and with a Memorandum, signed or initialed by the Officer, of the Date of the Day, Month, and Year of such Renewal, such Seal to be provided and kept for that Purpose in the Office of the Master of the Court out of which such Writ issued, or by such Party giving a written Notice of Renewal to the Sheriff, signed by the Party or his Attorney, and bearing the like Seal of the Court, and Memorandum signed or initialed by the Officer as aforesaid; and a Writ of Execution so renewed shall have Effect and be entitled to the same Priority as the original Writ would have had: Provided, however, that no Writ of Habere shall be renewed without the special Leave of the Court or a Judge.

Production of renewed Writ Evidence of Renewal.

CXLII. The Production of a Writ of Execution, or of the Notice renewing the same, purporting to be marked with such Seal, and initialed as aforesaid, showing the same to have been renewed according to this Act, shall be sufficient Evidence of its having been so renewed.

CXLIII. When

Satisfaction of Judgments by Party.

CXLIII. When any Party who shall have recovered Judgment in any of the said Courts, or his personal Representative or legal Assignee, shall be willing to cause an Entry of Satisfaction thereof, or a Memorandum of part Payment, to be entered on the Record, such Party shall execute a Satisfaction Piece according to the Form No. 8. in the Schedule B. to this Act annexed (which Satisfaction Piece shall not be subject to any Stamp Duty); and such Satisfaction Piece shall be executed in the Presence of One Witness, who shall attest by Affidavit the Execution of the same; and thereupon it shall be lawful for any Attorney of the said Court employed for that Purpose to require the proper Officer to enter Satisfaction or a Memorandum of part Payment on the Record of such Judgment; and such Officer shall, on having such Satisfaction Piece verified as aforesaid, and such Requisition lodged with him, enter such Satisfaction or a Memorandum of part Payment on the Record accordingly.

Court may order Satisfaction to be entered on Judgment fully paid.

CXLIV. It shall be lawful for the Court or a Judge to order a Memorandum of Satisfaction to be entered upon the Record of any Judgment, Judgment Roll, or Judgment Book, if it shall clearly appear to the said Court or Judge that the Debt or Damages for which the said Judgment was obtained have been fully satisfied and discharged.

Assignment of Breaches.

With respect to the Assignment and Suggestion of Breaches on Covenants and Agreements for Payment of any penal Sum:

Assignment of Breaches on penal Covenant.

CXLV. In any Action on any Bond, Covenant, or Agreement for Payment of any penal Sum for Nonperformance of any Covenant or Agreement contained in any Deed or Writing, and whether accompanied by Warrant of Attorney or not, the Plaintiff may assign One or more than One Breach of such Covenant or Agreement in his Summons and Plaint.

Damages on Breaches to be ascertained.

CXLVI. In all such Actions as last aforesaid the Jury or the Master shall ascertain the Damages in respect of such Breach or Breaches as shall be proved or admitted, and Judgment shall be entered for the full Amount of such Penalty, with an Award of the Payment of the Damages assessed, if any; and in case the Defendant shall pay into Court to the Credit of the Cause the Damages so assessed by the Jury or the Master, with the Costs of Suit, a Stay of Execution shall be entered on the Record of such Judgment for that Time; and in case the Plaintiff shall be paid or satisfied the said Damages so assessed, or the penal Sum aforesaid, at the Election of the Defendant, with the Costs of Suit aforesaid, and of Execution, the Defendant shall be discharged from such Execution entirely, or for that Time, and for the Amount so paid, according as the Case may be, and such Discharge may be entered on the Record of said Judgment; but in case the said Damages do not amount to the said penal Sum, such Judgment shall still remain in full Force as a further Security to answer the Plaintiff, his Executors and Administrators, all such Damages as may be afterwards sustained by reason of any further Breach of any Covenant or Agreement in said Deed or Writing, as far as the Remainder of such penal Sum, after the Payment of the Damages formerly recovered out of the same, will reach.

Suggestion of further Breaches and Execution on same.

CXLVII. In all such Actions as last aforesaid, in case Judgment shall pass for the Plaintiff, and the full Amount thereof and the Costs of Suit shall not have been paid or levied, and afterwards any further Breach or Breaches shall happen, the Plaintiff shall be at liberty to file One or more than One Suggestion of such Breaches in the Form No. 9. in the Schedule B. to this Act annexed, or to the like Effect, and such Suggestion shall be pleaded to, and the Truth of the Matters therein suggested shall be tried and Damages awarded, and Judgment and Execution shall be given in like Manner, as if the same were on Summons and Plaint; and upon Payment or Satisfaction of such further Damages and Costs further Proceedings shall be stayed for that Time; and so from Time to Time, as often as Occasion may require, on every new Breach, the said Judgment may be resorted to, so far as aforesaid, and no further; and upon Payment or Satisfaction made to the full Amount of said penal Sum and Costs as aforesaid the said Defendant, his Body, Lands, and Goods, shall be discharged of all Execution in respect of the same.

Proceedings to revive.

And with respect to the Time within which Execution may be issued, and the Proceedings for the Revival of Judgments and other Proceedings by and against Persons not Parties to the Record, be it enacted as follows:

Execution without Revival.

CXLVIII. Writs of Execution may be issued, at any Time within Six Years after the Recovery of the Judgment, by or against the Plaintiffs or Defendants, or the Survivors of them, without any Revival of such Judgment.

Judgment to be revived by Suggestion.

CXLIX. In case it shall become necessary to revive a Judgment by reason of Lapse of Time, or of a Change, by Death or otherwise, of the Parties entitled or liable to Execution, the Party alleging himself to be entitled to Execution may apply to the Court or a Judge, on an Affidavit ascertaining the Amount due, for Leave to enter a Suggestion upon the Record of the Judgment to the Effect that it manifestly appears to the Court that such Party is entitled to have Execution of the Judgment for the said Sum, and to issue Execution thereupon for the same, such Leave to be granted by the Court or a Judge upon such Terms and in such Manner as to the Court or a Judge shall seem fit.

Application for Suggestion.

CL. Upon such Application, in case it manifestly appears that the Party making the same is entitled to Execution, the Court or Judge shall allow such Suggestion as aforesaid to be entered in the Form No. 10. contained in the Schedule B. to this Act annexed, or to the like Effect, and Execution to issue thereupon for the Amount actually due, and shall order whether or not the Costs of such Application shall be paid to the Party making the same; and in case the said Costs shall be so ordered to the Party making the Application they shall be Costs in the Cause; and in case it does not manifestly appear, the Court or Judge shall refuse such Application, with or without Costs: Provided nevertheless, that in such last-mentioned Case the Party making such Application shall be at liberty to proceed by Revivor or Action upon the Judgment.

Writ of Revivor, and Proceedings thereunder.

CLI. In all Cases in which it shall become necessary to revive a Judgment the Party alleging himself to be entitled to Execution may sue out a Writ of Revivor, and such Writ of Revivor shall be directed to the Party called upon to show Cause why Execution should not be awarded for the Amount claimed to be due, and shall bear Date on the Day of its issuing, and after reciting the Reason why such Writ has become necessary it shall call upon the Party to whom it is directed to appear, within Eight Days after Service thereof, in the Court out of which it issues, to show Cause why the Party at whose Instance such Writ has been issued should not have Execution against the Party to whom such Writ is directed for the Amount claimed to be due, and shall give Notice that in default of Defence the Party issuing such Writ may proceed to Execution for such Amount, together with the Costs of such Proceeding; and such Writ may be in the Form No. 11. contained in the Schedule B. to this Act annexed, or to the like Effect, and may be served in any County, and otherwise proceeded upon, whether in Term or Vacation, in the same Manner as a Writ of Summons and Plaint; and the Venue in such Writ may be laid in any County, and the Pleadings and Proceedings thereupon, and the Rights of the Parties respectively to Costs, shall be the same as in an ordinary Action, so far as the same may be applicable.

Plea of Payment of Judgment.

CLII. In any Action on a Judgment, or in any Proceeding by Writ of Revivor to revive a Judgment, or to have Execution for the Sum remaining due and unsatisfied on Foot of such Judgment, if the Defendant hath paid the Money due on such Judgment or the Balance claimed on Foot of same, such Payment shall and may be pleaded in bar of any such Action or Proceeding by Writ of Revivor.

Writs of Scire facias in other Cases.

CLIII. All Writs of Scire facias issued out of any of the Superior Courts of Law at *Dublin*, against Bail on a Recognizance; against Members of a Joint Stock Company or other Body upon a Judgment recorded against a public Officer or other Person sued as representing such Company or Body, or against such Company or Body itself; by or against a Husband to have Execution of a Judgment for or against a Wife; for Restitution after a Reversal in Error, or for Recovery of Land taken under an Elegit, or for Execution against a personal Representative on a Judgment of Assets quando acciderint, shall be dated, directed, and proceeded upon in like Manner as Writs of Revivor.

CLIV. A Writ

CLIV. A Writ of Revivor to revive a Judgment less than Ten Years old shall be allowed without any Rule or Order; if more than Ten Years old, not without the Order of the Court or a Judge. Writ of Revivor, how procured.

With respect to the Effect of Death, Marriage, and Bankruptcy upon the Proceedings in an Action: *Death, Marriage, Bankruptcy.*

CLV. The Death of a Plaintiff or Defendant shall not cause the Action to abate, but it may be continued as herein-after mentioned. Action not to abate by Death.

CLVI. In case there be Two or more Paintiffs or Defendants, and One or more of them shall die, if the Cause of Action shall survive to the surviving Plaintiff or Plaintiffs, or against the surviving Defendant or Defendants, the Action shall not be thereby abated, but, such Death being suggested upon the Record, the Action shall proceed at the Suit of the surviving Plaintiff or Plaintiffs against the surviving Defendant or Defendants. Proceedings on Death of One of several Plaintiffs or Defendants.

CLVII. In case of the Death of a sole Plaintiff or sole surviving Plaintiff, the legal Representative of such Plaintiff may, by Leave of the Court or a Judge, enter a Suggestion of the Death, and that he is such legal Representative, and the Action shall thereupon proceed; and if such Suggestion be made before the Trial the Truth of the Suggestion shall be tried thereat, together with the Title of the deceased Plaintiff, and such Judgment shall follow upon the Verdict in favour of or against the Person making such Suggestion as if he were originally the Plaintiff. Proceeding in case of sole Plaintiff.

CLVIII. In case of the Death of a sole Defendant or sole surviving Defendant, where the Action survives, the Plaintiff may file a Suggestion of the Death, and that a Person named therein is the Executor or Administrator of the Deceased, and may thereupon serve such Executor or Administrator with a Copy of the Summons and Plaint and Suggestion, and with a Notice, signed by the Plaintiff or his Attorney, requiring such Executor or Administrator to file a Defence within Twelve Days after Service of the Notice, inclusive of the Day of such Service, and that in default of his so doing the Plaintiff may sign Judgment against him as such Executor or Administrator; and the same Proceedings may be had and taken thereon after such Notice as upon a Writ against such Executor or Administrator in respect of the Cause for which the Action was brought; and in case the Plaintiff shall have issued his Summons and Plaint, but the Defendant shall not have pleaded before the Death, the new Defendant shall plead at the same Time to the Summons and Plaint and Suggestion; and in case the Defendant shall have pleaded before the Death the new Defendant shall be at liberty to plead to the Suggestion only by way of Denial, or such Plea as may be appropriate to and rendered necessary by his Character of Executor or Administrator, unless, by Leave of the Court or a Judge, he should be permitted to plead fresh Matter in answer to the Summons and Plaint; and in case the Plaintiff shall recover he shall be entitled to the like Judgment in respect of the Debt or Damages sought to be recovered, and in respect of the Costs prior to the Suggestion, and he shall be entitled in respect of the Costs of the Suggestion and subsequent thereto to the same Judgment, as in an Action originally commenced against the Executor or Administrator. Proceeding upon Death of sole or sole surviving Defendant.

CLIX. The Death of either Party between the Verdict or Nonsuit and the Judgment shall not hereafter be alleged for Error, so as such Judgment be entered within Two Terms after such Verdict or Nonsuit. Death between Verdict and Judgment.

CLX. If the Plaintiff in any Action happen to die after an interlocutory Judgment and before a final Judgment obtained therein, the said Action shall not abate by reason thereof, if such Action might be originally prosecuted or maintained by the Executor or Administrator of such Plaintiff; and if the Defendant die after such interlocutory Judgment and before final Judgment therein obtained, the said Action shall not abate, if such Action might be originally prosecuted or maintained against the Executor or Administrator of such Defendant; and the Plaintiff, or if he be dead after such interlocutory Judgment, his Executors or Administrators, shall and may have a Writ of Revivor in the appropriate Form No. 13. contained in the Schedule B. to this Act annexed, or to the like Effect, against the Defendant, if living after such interlocutory Judgment, or if he be dead, then against his Executors or Administrators, Death after interlocutory and before final Judgment.

Administrators, to show Cause why Damages in such Action should not be assessed and recovered by him or them; and if such Defendant, his Executors or Administrators, shall not appear and defend at the Return of such Writ, or shall not show or allege any Matter sufficient to arrest the final Judgment, a Writ of Inquiry of Damages shall be awarded, or the Amount for which final Judgment is to be signed shall be referred to the Master, as herein-before provided; and upon the Return of the Writ, or Delivery of the Order, with the Amount endorsed thereon, to the Plaintiff, or his Executors or Administrators, final Judgment shall be given for the said Plaintiff, his Executors or Administrators, prosecuting such Writ of Revivor against such Defendant, his Executors or Administrators respectively.

Marriage not to abate Action.

CLXI. The Marriage of a Female Plaintiff or Defendant shall not cause the Action to abate, but the Action may notwithstanding be proceeded with to Judgment; and such Judgment may be executed against the Wife alone, or, by Suggestion or Writ of Revivor pursuant to this Act, Judgment may be obtained against the Husband and Wife, and Execution issue thereon; and in case of a Judgment for the Wife recovered before or after her Marriage in an Action commenced by her when sole, upon which she would be entitled to Execution if she had continued sole, Execution may be issued thereupon by the Authority of the Husband without any Writ of Revivor or Suggestion; and if in any such Action the Wife shall sue or defend by Attorney appointed by her when sole, such Attorney shall have Authority to continue the Action or Defence, unless such Authority be countermanded by the Husband, and the Attorney changed according to the Practice of the Court.

Bankruptcy and Insolvency of Plaintiff, when not to abate Action.

CLXII. The Bankruptcy or Insolvency of the Plaintiff in any Action which the Assignees might maintain for the Benefit of the Creditors shall not be pleaded in bar to such Action, unless the Assignees shall decline to continue, and give Security for the Costs thereof, upon a Judge's Order to be obtained for that Purpose, within such reasonable Time as the Judge may order, but the Proceedings may be stayed until such Election is made; and in case the Assignees neglect or refuse to continue the Action, and give such Security within the Time limited by the Order, the Defendant may, within Eight Days after such Neglect or Refusal, plead the Bankruptcy or Insolvency.

Arrest of Judgment.

With respect to the Proceedings upon Motions to arrest the Judgment, and for Judgment non obstante veredicto:

Upon Motion in arrest of Judgment or for Judgment non obstante veredicto, Suggestion of Facts.

CLXIII. No Judgment shall be arrested, nor shall Judgment be given non obstante veredicto, by reason of the Non-averment of any alleged material Fact or other Cause, unless the Party insisting on the Objection shall satisfy the Court that there has been an Omission of some substantial Matter of Fact whereby the said Party may have been prejudiced in the Merits of his Case, and in such Case the Party whose Pleading is alleged or adjudged to be therein defective may, by Leave of the Court, suggest the Existence of the omitted Fact or Facts, or other Matter, which, if true, would remedy the alleged Defect; and such Suggestion may be pleaded to by the opposite Party within Eight Days after Notice thereof, or such Time as the Court or a Judge may allow; and the proceeding to Trial of any Issue joined on such Suggestion shall be the same as in an ordinary Action.

Costs to follow Result of Issue.

CLXIV. If the Fact suggested be admitted or found to be true, the Party suggesting shall be entitled to the like Judgment as he would have been entitled to if such Facts or Allegations had been originally stated in the Pleading, and proved or admitted at the Trial, together with the Costs of and occasioned by the Suggestion and Proceeding thereon; but if such Fact or Facts be found to be untrue, the opposite Party shall be entitled to his Costs of and occasioned by the Suggestion and Proceeding thereon, in addition to any other Costs to which he may be entitled.

Costs of abortive Issues.

CLXV. Upon an Arrest of Judgment, or Judgment non obstante veredicto, the Court shall adjudge to the Party against whom such Judgment is given the Costs occasioned by the Trial of any Issues of Fact arising out of the Pleading for Defect of which such Judgment is given upon which such Party shall have succeeded; and such Costs shall be set off against any Money or Costs adjudged to the opposite Party, and Execution may issue for the Balance, if any.

With

With respect to Proceedings in Error: *Error.*

CLXVI. No Judgment in any Action shall be reversed or avoided for any Error or Defect therein, unless the Proceedings in Error be commenced, or brought and prosecuted with Effect, within Six Years after such Judgment signed or entered of Record, or within Six Years after the Time when this Act shall have come into operation. Error to be brought within Six Years.

CLXVII. If any Person is or shall be entitled to bring Error as Heir or personal Representative of any Party, Plaintiff or Defendant, such Person may, by Leave of the Court or a Judge, enter a Suggestion of the Death, and that he is such legal Representative, which Suggestion shall be embodied in the Memorandum of Error herein-after mentioned, and shall not be traversable, but shall only be subject to be set aside on Application to the Court or a Judge, on Motion, if untrue, and the like Proceedings in Error may thereupon be taken at the Suit of such legal Representative. Error may be brought by legal Representative of a deceased Party.

CLXVIII. If any Person that is or shall be entitled to bring Error as aforesaid is or shall be, at the Time of such Title accrued, within the Age of Twenty-one Years, Feme Covert, non compos mentis, or beyond the Seas, then such Person shall be at liberty to bring Error as aforesaid, so as such Party brings or commences and prosecutes the same with Effect within Six Years after coming to or being of full Age, Discovert, of sound Memory, or Return from beyond the Seas; and if the opposite Party shall at the Time of the Judgment signed or entered of Record be beyond the Seas, then Error may be brought, provided the Proceedings be commenced and prosecuted with Effect within Six Years after the Return of such Party from beyond Seas. Proviso for Disabilities.

CLXIX. A Writ of Error shall not be necessary or used in any Action, and the Proceeding to Error shall be a Step in the Cause, and shall be taken in manner herein-after mentioned; but nothing in this Act contained shall invalidate any Proceedings already taken or to be taken by reason of any Writ of Error issued before the Commencement of this Act. Writ of Error abolished.

CLXX. Either Party alleging Error in Law may deliver to the Master of the Court a Memorandum in Writing in the Form No. 12. contained in the Schedule B. to this Act annexed, or to the like Effect, entitled in the Court and Cause, and signed by the Party or his Attorney, alleging that there is Error in Law in the Record and Proceedings, whereupon the Master shall file such Memorandum, and deliver to the Party lodging the same a Note of the Receipt thereof; and a Copy of such Note, together with a Statement of the Grounds of Error intended to be argued, may be served on the opposite Party or his Attorney. Error in Law how brought.

CLXXI. Proceedings in Error in Law shall be deemed a Supersedeas of Execution from the Time of the Service of the Copy of the Note of the Receipt by the Master of the Memorandum alleging Error, together with the Statement of the Grounds of Error intended to be argued, until Default in putting in Bail, or Affirmance of the Judgment, or Discontinuance of the Proceedings in Error, or until the Proceedings in Error shall be otherwise disposed of without a Reversal of the Judgment; provided that if the Grounds of Error shall appear to be frivolous the Court or a Judge upon Motion may order Execution to issue. Error no Supersedeas till Service of the Copy of the Note and Ground of Error.

CLXXII. Upon any Judgment given or to be given in any of the said Superior Courts of Common Law in any Personal Action or Ejectment, Execution shall not be stayed or delayed by Proceedings in Error, or Supersedeas thereupon, without special Order of the Court or a Judge, unless the Person in whose Name such Proceedings in Error be brought shall, within Four clear Days after lodging the Memorandum alleging Error, or after the signing of the Judgment, whichever shall last happen, or before Execution executed, be bound with Two, or, by Leave of the Court or a Judge, more than Two sufficient Sureties, such as the Court wherein such Judgment is or shall be given, or a Judge, shall allow of, unto the Party for whom any such Judgment is or shall be given, by Recognizance, to be acknowledged in the same Court, in double the Sum adjudged to be recovered by the said Judgment, except in case of a Penalty, and in case of a Penalty in double the Sum really due, and double the Costs, and in the Case of a Plaintiff in double the Costs adjudged to be paid to the Defendant, and also, except in case of Error brought by a Defendant in Ejectment, and in Bail in Error.

in such Case in double the yearly Value of the Property adjudged to be recovered and double the Costs, to prosecute the Proceedings in Error with Effect, and also to satisfy and pay (if the said Judgment be affirmed, or the Proceedings in Error be discontinued by the Plaintiff therein,) all and singular the Sum or Sums of Money and Costs adjudged or to be adjudged upon the former Judgment, and all Costs and Damages and Interest to be awarded on such Writ of Error, or on any further Writ returnable into Parliament, for the delaying of Execution, and also the Mesne Rates of such Lands, if any be adjudged in any Action to be brought for the same, and give Notice thereof to the Defendant in Error or his Attorney.

Suggestion of Joinder in Error.

CLXXIII. The Assignment of and Joinder in Error in Law shall not be necessary or used, and instead thereof a Suggestion to the Effect that Error is alleged by the one Party and denied by the other may be entered on the Judgment Roll in the Form No. 13. contained in Schedule B. to this Act annexed, or to the like Effect; provided that in case the Defendant in Error intends to rely upon the Proceeding in Error being barred by Lapse of Time, or by Release of Error, or other like Matter of Fact, he may give Four Days written Notice to the Plaintiff in Error to assign Error as heretofore, instead of entering the Suggestion, and shall plead thereto within Eight Days the Bar by Lapse of Time, or Release of Error, or other like Matter of Fact, upon which such Proceedings may be had as heretofore.

Entry of Suggestion to be made by Plaintiff in Error.

CLXXIV. The Suggestion last aforesaid shall be entered by the Plaintiff in Error within Ten Days after the Service of the Note of the Receipt of the Memorandum alleging Error, or such other Time as the Court or a Judge may order; and in default thereof, or of Assignment of Error in Cases where an Assignment is required, the Defendant in Error, his Executors or Administrators, shall be at liberty to sign Judgment of Non-pros.

Error by One of several Persons.

CLXXV. In case Error be brought upon a Judgment given against several Persons, and One or some only shall proceed in Error, the Note of the Receipt of such Memorandum shall state the Names of the Persons by whom the Proceedings are taken; and in case the other Persons against whom Judgment has been given decline to join in the Proceedings in Error, the same may be continued, and the Suggestion last aforesaid entered, stating the Persons by whom the Proceedings are brought, without any Summons and Severance; or if such other Persons elect to join, then the Suggestion shall state them to be and they shall be deemed as Plaintiffs in Error, although not mentioned as such in the previous Proceedings.

Judgment Roll to be brought into Court of Error.

CLXXVI. Upon such Suggestion of Error alleged and denied being entered, the Cause may be set down for Argument in the Court of Error in the Manner heretofore used; and the Judgment Roll shall, without any Writ or Return, be brought by the Master into the Court of Error in the Exchequer Chamber, before the Judges of the said Court, on the Day of its Sitting, at such Time as the Judges shall appoint, either in Term or in Vacation; and the Court of Error shall and may thereupon review the Proceedings, and give Judgment as they shall be advised thereon; and such Proceedings and Judgment as altered or affirmed shall be entered on the original Record; and such further Proceedings as may be necessary thereon shall be awarded by the Court in which the original Judgment was given: Provided, however, that in case of Error to the High Court of Parliament, a Transcript of the Record shall be prepared and forwarded in the Manner heretofore used.

Jurisdiction of Courts of Error.

CLXXVII. Courts of Error shall have Power to quash the Proceedings in Error in all Cases in which Error does not lie, or where they are taken against good Faith, or in any Case in which Proceedings in Error might heretofore have been quashed by such Courts; and such Court shall in all respects have such Jurisdiction over the Proceedings as over the Proceedings in Error commenced by Writ of Error, and shall be enabled to give the like Order for Payment of Interest for Delay of Execution in giving any Judgment of Affirmance.

Court of Error to have like Powers with Court below.

CLXXVIII. Courts of Error shall in all Cases have Power to give such Judgment and award such Process of Repleader and Writ of Inquiry as the Court from which Error is brought ought to have done, without regard to the Party alleging Error.

Proceedings in Error in Fact.

CLXXIX. Either Party alleging Error in Fact may deliver to the Master of the Court a Memorandum in Writing in the Form No. 14. contained in the Schedule B. to this Act annexed,

annexed, or to the like Effect, entitled in the Court and Cause, and signed by the Party or his Attorney, alleging that there is Error in Fact in the Proceedings, together with an Affidavit of the Matter of Fact in which the alleged Error consists, whereupon the Master shall file such Memorandum and Affidavit, and deliver to the Party lodging the same a Note of the Receipt thereof; and a Copy of such Note and Affidavit may be served on the opposite Party or his Attorney; and such Service shall have the same Effect, and the same Proceedings may be had thereafter, as heretofore had after the Service of the Rule for Allowance of a Writ of Error in Fact.

Plaintiff may discontinue Proceedings in Error.

CLXXX. The Plaintiff in Error, whether in Fact or Law, shall be at liberty to discontinue his Proceedings by giving to the Defendant in Error a Notice, headed in the Court and Cause, signed by the Plaintiff in Error or his Attorney, stating that he discontinues such Proceedings, and thereupon the Defendant in Error may sign Judgment for the Costs of and occasioned by the Proceedings in Error, and may proceed upon the Judgment on which the Error was brought.

Defendant may confess Error, and consent to Reversal of Judgment.

CLXXXI. The Defendant in Error, whether in Fact or Law, shall be at liberty to confess Error, and consent to the Reversal of the Judgment, by giving to the Plaintiff in Error a Notice, headed in the Court and Cause, signed by the Defendant in Error or his Attorney, stating that he confesses the Error, and consents to the Reversal of the Judgment, and thereupon the Plaintiff in Error shall, on an Affidavit of the Service of such Notice, be entitled to and may forthwith sign a Judgment of Reversal.

Death of Plaintiff in Error no Abatement.

CLXXXII. The Death of a Plaintiff in Error after Service of the Note of the Receipt of the Memorandum alleging Error, with a Statement of the Grounds of Error, shall not cause the Proceedings to abate, but they may be continued as herein-after mentioned.

Death of One of several Plaintiffs in Error.

CLXXXIII. In case of the Death of One of several Plaintiffs in Error, a Suggestion may be made of the Death, which Suggestion shall not be traversable, but shall only be subject to be set aside if untrue, and the Proceedings may be thereupon continued at the Suit of and against the surviving Plaintiff in Error, as if he were the sole Plaintiff.

Death of sole Plaintiff or of all the Plaintiffs in Error.

CLXXXIV. In case of the Death of a sole Plaintiff or of all the Plaintiffs in Error, the legal Representative of such Plaintiff or of the surviving Plaintiff may, by Leave of the Court or a Judge, enter a Suggestion of the Death, and that he is such legal Representative, which Suggestion shall not be traversable, but shall only be subject to be set aside on Application to the Court or a Judge on Motion, if untrue, and the Proceedings may thereupon be continued at the Suit of and against such legal Representative of the Plaintiff in Error; and if no such Suggestion shall be made, the Defendant in Error may proceed to an Affirmance of the Judgment according to the Practice of the Court, or take such other Proceedings thereupon as he may be entitled to.

Death of Defendant in Error no Abatement.

CLXXXV. The Death of a Defendant in Error shall not cause the Proceedings to abate, but they may be continued as herein-after mentioned.

Proceedings upon Death of One of several Defendants in Error.

CLXXXVI. In case of the Death of One of several Defendants in Error, a Suggestion may be made of the Death, which Suggestion shall not be traversable, but only be subject to be set aside if untrue, and the Proceedings may be continued against the surviving Defendant.

Proceedings upon Death of sole Defendant or of all the Defendants in Error.

CLXXXVII. In case of the Death of a sole Defendant or of all the Defendants in Error, the Plaintiff in Error may proceed, upon giving Ten Days Notice of the Proceedings in Error, and of his Intention to continue the same, to the Representatives of the deceased Defendants, or if no such Notice can be given, then, by Leave of the Court or a Judge, upon giving such Notice to the Parties interested as he or they may direct.

Marriage not to abate Proceedings in Error.

CLXXXVIII. The Marriage of a Female Plaintiff or Defendant in Error shall not abate the Proceedings in Error, but the same may be continued in like Manner as herein-before provided with reference to the Continuance of an Action after Marriage.

CLXXXIX. In

Injunctions to have a specific Operation.

CLXXXIX. In case any Action, Suit, or Proceeding in any of the said Superior Courts of Law or in a Court of Equity shall be commenced, sued, or prosecuted in disobedience of any Writ of Injunction, Rule or Order of the Court of Chancery or of any of the Superior Courts of Law, upon Production of such Writ of Injunction, Rule or Order, to the Court in which such Action, Suit, or Proceeding shall be commenced, prosecuted, or taken, or any Judge thereof, the said Court or a Judge shall stay all further Proceedings contrary to such Injunction, Rule or Order, and thenceforth all further and subsequent Proceedings shall be utterly null and void: Provided always, that nothing herein contained shall be held to vary or abridge the Liability of any Person commencing, suing, or prosecuting such Action, Suit, or Proceeding, contrary to such Injunction, Rule, or Order aforesaid, to any Attachment, Punishment, or other Proceeding to which such Person shall or may be liable in case of Contempt of the Court of Chancery or Superior Court of Law aforesaid, in regard to the commencing, suing, or prosecuting such Action, Suit, or Proceeding.

General Matters.

With respect to general Matters connected with the Action:

Pleadings dated of Time of pleading.

CXC. Every Defence and Demurrer and other Pleading shall be entitled of the proper Court, and of the Day of the Month and the Year when the same was pleaded, and shall be entered on the Abstract for Nisi Prius, and on the Judgment Book or Roll under the Date of the Day of the Month and the Year when the same respectively took place.

Writs to be tested and returnable in Vacation as well as in Term.

CXCI. Every Writ of any Description whatsoever to be hereafter issued out of the said Superior Courts of Common Law or the Court of Exchequer Chamber may be issued and tested or made returnable on any Day, not being One of the Days hereby appointed as Holidays, whether such Day shall be in Term Time or Vacation, and every such Writ so issued, tested, or returnable shall be of the like Validity, Force, and Effect as if the Day of the issuing, testing, or Return of such Writ were actually a Day in Term: Provided always, that nothing herein contained shall affect the Process and Practice of the Revenue Side of the Court of Exchequer.

Rules shall issue and run in Vacation as well as in Term Time.

CXCII. Every Rule or Order in the said Superior Courts and the Court of Exchequer Chamber may be made, entered, or issued on or as of any Day except the Days hereby appointed to be observed and kept as Holidays, whether such Day shall be in Term Time or Vacation; and the Days limited for Compliance with such Rules or Orders shall, with the Exception of the Days hereby appointed to be observed and kept as Holidays, and of the Days between the First Day of *August* and Twentieth Day of *October*, run in Vacation as well as in Term Time.

Court on Motion may order a fixed Sum to be paid in lieu of taxed Costs.

CXCIII. In all Cases upon interlocutory Applications where the Court or a Judge shall deem it proper to award Costs to either Party, it shall be optional with the Court or Judge either to refer the Costs to the Taxing Officer to be taxed, or by the Order direct the Payment of a Sum in gross in lieu of taxed Costs, and also to direct by and to whom such Sum in gross shall be paid.

Action of Ejectment.

With respect to the Action of Ejectment:

Ejectment to be commenced by Writ of Summons and Plaint.

CXCIV. Where any Party shall claim Possession of any Lands, Tenements, or Hereditaments, and shall be desirous of proceeding by Ejectment for the Recovery of the same in any of the said Superior Courts of Law, such Party shall commence any Action for such Purpose by a Writ of Summons and Plaint, which Writ shall be directed to the immediate Tenant or any One Tenant in possession, as Defendant, with the Addition of the Words "and all Persons concerned," and shall, in addition to any Particulars herein-before required, contain the Description of the Property sought to be recovered with reasonable Certainty, and the County, Barony, or Parish in which the same is situated: Provided, however, that no Want of "reasonable Certainty" in the Description of the Property, or Part of it, in the Summons and Plaint or Copy, shall nullify them, but shall be Ground for an Application to the Court or a Judge for better Particulars of the Land claimed, which the Court or a Judge shall have Power to give in all Cases, upon the Application of any Person named as a Defendant or interested in the Lands claimed or supposed to be claimed.

CXCV. The

CXCV. The Writ of Summons and Plaint in Ejectment shall state the Names of all the Persons in whom the Title is alleged to be, and command the Persons to whom it is directed to appear, within Twelve Days after the Service thereof, in the Court into which such Writ is returnable, to defend the Possession of the Property sued for, or such Part thereof as they may think fit; and the Writ shall be dated and endorsed, and continue in force, and be renewed, and shall be filed after Service thereof, in like Manner as herein-before enacted with reference to the Writ of Summons and Plaint in a Personal Action; and in Cases of Ejectment on the Title it shall be lawful for the Plaintiff by such Writ to claim Damages for the Loss of the Mesne Rates and Profits of the Lands sought to be recovered; and in case of Ejectment for Nonpayment of Rent such Writ shall be endorsed with the full Particulars of the Rent due, and of all Credits to which the Defendant shall be justly entitled, and may be in the Form No. 15. in the Schedule B. to this Act annexed, or to the like Effect; and the same Proceedings may be had to ascertain whether the Writ was issued by the Authority of the Attorney whose Name was contained in, or endorsed thereon, and who and what the Plaintiffs are, and their Abode, and as to staying the Proceedings upon Writs issued without Authority, as in the Case of Writs in Personal Actions. Form and Duration of Writ of Summons in Ejectment.

CXCVI. The Venue shall be laid in the County in which the Lands are situate, but the Court or a Judge may, on the Application of either Party, order that the Trial shall take place in any County or Place other than that in which the Venue is laid; and such Order being suggested on the Abstract, the Trial may be had accordingly. Trial may be ordered to take place in any County.

CXCVII. The Writ shall be served in the same Manner as an Ejectment has heretofore been served, or in such Manner as the Court or a Judge shall order; and in case of vacant Possession, by posting a Copy thereof upon the Door of the Dwelling House or other conspicuous Part of the Premises. Service of Ejectment.

CXCVIII. Every Defence to a Summons in Ejectment on the Title shall be in the Form No. 16. in the Schedule B. to this Act annexed, or to the like Effect, and every Defence to an Ejectment for Nonpayment of Rent shall set forth the substantial Ground of the Defence, as, for Example, whether the Title of the Plaintiff as Landlord is disputed, or the Fact of the Rent being due if in Dispute; and such Defence shall be endorsed with the Particulars of any Payments made, and may be according to the Form No. 17. in the said Schedule B. Form of Defence in Ejectment.

CXCIX. Any Person taking Defence as aforesaid to an Ejectment on the Title shall be at liberty to limit his Defence to a Part only of the Property mentioned in the Writ, describing that Part with reasonable Certainty, otherwise the Defence shall be deemed to apply to the whole; but a Defence to an Ejectment for Nonpayment of Rent shall be a Defence for all the Lands and Premises in the Summons mentioned; and in case a Defendant shall desire to take Defence for Part only of the Premises, upon the Ground that such Part was not included in the Lease or other Instrument sought to be evicted, he shall make a special Application to the Court for that Purpose. Partial Defence.

CC. Any other Person not named in or served with such Writ shall, by Leave of the Court or a Judge, be allowed to defend, on filing an Affidavit showing that he is in possession of the Land, either by himself or his Tenant; and the Court or a Judge shall have Power to strike out or confine any Defence set up by a Person not in possession by himself or hs Tenants Defence of Persons not named or in possession.

CCI. In case no Defence be filed within the Time appointed, or if the Defence filed be limited to Part only, the Plaintiff shall, on filing an Affidavit of the Service of the Summons and Plaint, be at liberty to sign a Judgment that the Plaintiffs shall recover Possession of the Land, or of the Part thereof to which the Defence does not apply; and such Judgment, if for all, may be in the Form No. 18. contained in the Schedule B. to this Act annexed, or to the like Effect, without any Award of Costs, but without Prejudice to the Plaintiff's Right to have the Costs taxed by the proper Officer, and to proceed by Action for Recovery of Mesne Rates and Costs, or either of them; and the said Judgment for Part may be in the Form No. 19. contained in the said Schedule B. to this Act annexed, or to the like Effect; and Judgment by Default for Want of Defence.

and a Memorandum of such Judgment shall be recited in the Abstract for Nisi Prius or Judgment thereafter to be made up.

Abstract of Issues.

CCII. In case a Defence shall be filed, an Abstract of Issue for Nisi Prius may at once be made up by the Plaintiffs or their Attorney, setting forth the Writ, and stating the Fact of the Defence, with its Date, of each of the Persons taking Defence, so that it may appear for what Defence is made; and such Abstract may be in the Form No. 20. contained in Schedule B. to this Act annexed, or to the like Effect, and such Abstract shall be lodged with the Pleadings Assistant in the Manner herein-after provided; and the Question at the Trial, except in the Case herein-after mentioned, shall be whether the Statement of the Title of the Plaintiffs in the Summons and Plaint is true or false, and if true, then which of the Plaintiffs is entitled, and whether to the whole or Part, and if to Part, then to which Part of the Property in question, and whether to any, and, if any, to what Damages by way of Compensation for Loss of Mesne Rates and Profits; and upon the Trial of any Issue in an Ejectment for Nonpayment of Rent the Amount of the Rent due to the Plantiff shall be found by the Jury.

Proof of Title.

CCIII. The Proof of Title in any One or more of several Plaintiffs in Ejectment shall be sufficient to entitle a Verdict to be entered for such Plaintiff or Plaintiffs, and it shall not be necessary to produce or prove upon any Trial of an Ejectment the Affidavit of Service of the Writ of Summons.

Verdict when Title appears to have expired before Trial.

CCIV. In case the Title of the Plaintiff shall appear to have existed as alleged in the Writ at the Time of Service thereof, but it shall also appear to have expired before the Time of Trial, the Plaintiff shall, notwithstanding, be entitled to a Verdict, according to the Fact that he was so entitled at the Time of bringing the Action and serving the Writ, and to a Judgment for his Costs of Suit.

Nonappearance at Trial.

CCV. If the Defendant appears, and the Plaintiff does not appear at the Trial, the Plaintiff shall be nonsuited; and if the Plaintiff appears, and the Defendant does not appear, the Plaintiff shall be entitled to a Verdict, without any Proof of his Title, and in case of Ejectment on the Title shall be entitled to prove the Amount of Damages sustained by reason of the Loss of the Mesne Rates and Profits, and in case of an Ejectment for Nonpayment of Rent shall be entitled to prove the Amount of Rent actually due, and to have a Verdict for the same.

Ascertainment of Rent.

CCVI. In Ejectment for Nonpayment of Rent, where Judgment shall have gone by Default, or the Defendant shall not appear at the Trial, it shall be sufficient for the Purpose of ascertaining the Amount of the Rent due, and to satisfy the Provisions of the Statutes with respect to the ascertaining the Rent, that an Affidavit of the Plaintiffs, or One of them, or their or his Agent, to the Effect that an Amount of Rent not less than One Year's Rent, and specifying the same, was due at the Time of the Commencement of the Action, after all just Allowances shall have been made.

Judgment and Execution upon finding for Plaintiff.

CCVII. Upon a Verdict for the Plaintiff, Judgment may be signed, and Execution issued for the Recovery of Possession of the Property, or such Part thereof as the Jury shall find the Plaintiff entitled to, and in case of an Ejectment on the Title for such Damages for Loss of Mesne Rates and Profits as shall be found by the said Jury, and in case of Ejectment for Nonpayment of Rent for Recovery of so much Rent as shall be found to be due, and Costs, within such Time, not exceeding the Fifth Day in Term after the Verdict, as the Court or Judge before whom the Cause is tried shall order, and if no such Order be made, then on the Fifth Day in Term after the Verdict, or within Fourteen Days after such Verdict, whichever shall first happen.

Judgment and Execution upon finding for Defendant.

CCVIII. Upon a Verdict for the Defendants, or any of them, or upon a Nonsuit, Judgment may be signed, and Execution issue for Costs against the Plaintiffs named in the Writ, within such Time, not exceeding the Fifth Day in Term after the Verdict or Nonsuit, as the Court or Judge before whom the Cause is tried shall order, and if no such Order be made, then on the Fifth Day in Term after the Verdict or Nonsuit, or within Fourteen Days after such Verdict, whichever shall first happen.

CCIX. Upon

Execution in Ejectment.

CCIX. Upon any Judgment in Ejectment there may be either One or several Writs of Execution for the Recovery of the Possession, and for the Damages or the Rent ascertained to be due, and Costs, at the Election of the Plaintiff.

Defence by joint Owners.

CCX. In case of such an Action being brought by some or One of several Persons entitled as Joint Tenants, Tenants in Common, or Coparceners, any Joint Tenant, Tenant in Common, or Coparcener in possession may set forth in his Defence that he is such Joint Tenant, Tenant in Common, or Coparcener, and defends as such, and admits the Right of the Plaintiff to an undivided Share of the Property, stating what Share, but denies any actual Ouster of him from the Property, and upon the Trial of such an Issue the additional Question of whether an actual Ouster has taken place shall be tried.

Judgment against joint Owners.

CCXI. Upon the Trial of such Issue as last aforesaid, if it shall be found that the Defendant is Joint Tenant, Tenant in Common, or Coparcener with the Plaintiff, then the Question whether an actual Ouster has taken place shall be tried, and unless such actual Ouster shall be proved the Defendant shall be entitled to Judgment and Costs; but if it shall be found, either that the Defendant is not such Joint Tenant, Tenant in Common, or Coparcener, or that an actual Ouster has taken place, then the Claimant shall be entitled to such Judgment for the Recovery of Possession and Costs.

Action not to abate by Death.

CCXII. The Death of a Plaintiff or Defendant in Ejectment shall not cause the Action to abate.

Suggestion of Death of Plaintiff.

CCXIII. In case the Right of a deceased Plaintiff shall survive to another Plaintiff, a Suggestion may be made of the Death, which Suggestion shall not be traversable, but shall only be subject to be set aside if untrue, and the Action may proceed at the Suit of the surviving Plaintiff; and if such a Suggestion shall be made before the Trial, then the Plaintiff shall have a Verdict, and recover such Judgment as aforesaid, upon its appearing that he was entitled to bring the Action either separately or jointly with the deceased Plaintiff.

Death before Trial of Plaintiff where Right does not survive.

CCXIV. In case of the Death before Trial of One of several Plaintiffs whose Right does not survive to another or others of them, where the legal Representative of the deceased Plaintiff shall not become a Party to the Suit in the Manner herein-after mentioned, a Suggestion may be made of the Death, which Suggestion shall not be traversable, but shall only be subject to be set aside if untrue, and the Action may proceed at the Suit of the surviving Plaintiff for such Share of the Property as he is entitled to, and Costs.

Death of sole Plaintiff where Right does not survive.

CCXV. In case of the Death of a sole Plaintiff or before the Trial of One of several Plaintiffs whose Right does not survive to another or others of them, the legal Representative of such Plaintiff may, by Leave of the Court or a Judge, enter a Suggestion of the Death, and that he is such legal Representative, and the Action shall thereupon proceed; and if such Suggestion be made before the Trial the Truth of the Suggestion shall be tried thereat, together with the Title of the deceased Plaintiff, and such Judgment shall follow upon the Verdict in favour of or against the Person making such Suggestion as herein-before provided with reference to a Judgment for or against such Plaintiff; and in case such Suggestion in the Case of a sole Plaintiff be made after a Verdict for the Plaintiff, and before Execution, executed by Delivery of Possession thereupon, and such Suggestion be denied by the Defendant within Eight Days after Notice thereof, or such further Time as the Court or a Judge may allow, then such Suggestion shall be tried, and if upon the Trial thereof a Verdict shall pass for the Person making such Suggestion he shall be entitled to such Judgment as aforesaid for the Recovery of Possession, and for the Costs of and occasioned by such Suggestion, and in case of a Verdict for the Defendant such Defendant shall be entitled to such Judgment as aforesaid for Costs; and in case the said Suggestion shall not be denied within the Time aforesaid the said personal Representative shall, on producing an Affidavit of the Service of the Notice, be entitled to proceed to Judgment and Execution in his own Name.

Death of One of several Plaintiffs after Verdict.

CCXVI. In case of a Verdict for Two or more Plaintiffs, if One of such Plaintiffs die before Execution executed, the other may, whether the legal Right to the Property shall survive or not, suggest the Death in manner aforesaid, and proceed to Judgment and Execution for Recovery of Possession of the Entirety of the Property and the Costs; but nothing herein

herein contained shall affect the Right of the legal Representative of the deceased Plaintiff, or the Liability of the surviving Plaintiff to such legal Representative; and the Entry and Possession of such surviving Plaintiff under such Execution shall be considered as an Entry and Possession on behalf of such legal Representative in respect of the Share of the Property to which he shall be entitled as such Representative, and the Court may direct Possession to be delivered accordingly.

Death of One of several joint Defendants.

CCXVII. In case of the Death before or after Judgment of One of several Defendants in Ejectment who defend jointly, a Suggestion may be made of the Death, which Suggestion shall not be traversable, but only be subject to be set aside if untrue, and the Action may proceed against the surviving Defendant to Judgment and Execution.

Upon Death of all the Defendants before Trial.

CCXVIII. In case of the Death of a sole Defendant or of all the Defendants in Ejectment before Trial, a Suggestion may be made of the Death, which Suggestion shall not be traversable, but only be subject to be set aside if untrue; and the Plaintiffs shall be entitled to Judgment for Recovery of Possession of the Property, unless some other Person shall take Defence within a Time to be appointed for that Purpose by the Order of the Court or a Judge, to be made upon the Application of the Plaintiffs; and it shall be lawful for the Court or a Judge, upon such Suggestion being made, and upon such Application as aforesaid, to order that the Plaintiffs shall be at liberty to sign Judgment within such Time as the Court or a Judge may think fit, unless the Person then in possession, by himself or his Tenant, or the legal Representative of the deceased Defendant, shall within such Time defend the Action; and such Order may be served in the same Manner as the Writ; and in case such Person shall take Defence, the same Proceedings may be taken against such new Defendant as if he had originally appeared and defended the Action; and if no Defence be made, then the Plaintiff shall be at liberty to sign Judgment pursuant to the Order.

Death before Trial of Defendant in Ejectment who defends for Part.

CCXIX. In case of the Death before Trial of One of several Defendants in Ejectment who defends separately for a Portion of the Property for which the other Defendant or Defendants do not defend, the same Proceedings may be taken as to such Portion as in the Case of the Death of a sole Defendant, or the Plaintiffs may proceed against the surviving Defendants in respect of the Portion of the Property for which they defend.

Death of Defendant defending separately for Property, in respect of which others also defend.

CCXX. In case of the Death before Trial of One of several Defendants in Ejectment who defends separately in respect of Property for which surviving Defendants also defend, it shall be lawful for the Court or a Judge, at any Time before the Trial, to allow the Person at the Time of the Death in possession of the Property, or the legal Representative of the deceased Defendant, to defend, on such Terms as may appear reasonable and just, upon the Application of such Person or Representative; and if no such Application be made or Leave granted, the Plaintiff suggesting the Death in manner aforesaid may proceed against the surviving Defendant or Defendants to Judgment and Execution.

Death of all Defendants after Verdict.

CCXXI. In case of the Death of a sole Defendant or of all the Defendants in Ejectment, after Verdict, the Plaintiffs shall nevertheless be entitled to Judgment as if no such Death had taken place, and to proceed by Execution for Recovery of Possession, without Suggestion or Revivor, and to proceed for the Recovery of the Costs in like Manner as upon any other Judgment for Money against the legal Representatives of the deceased Defendant or Defendants.

Plaintiff may discontinue by Notice.

CCXXII. The Plaintiff in Ejectment shall be at liberty at any Time before Verdict or Judgment against him to discontinue the Action as to One or more of the Defendants, by giving to the Defendant or his Attorney a Notice, headed in the Court and Cause, signed by the Plaintiff or his Attorney, stating that he discontinues such Action; and thereupon the Defendant to whom such Notice is given shall, by filing an Affidavit of the Service of such Notice, be entitled to and may forthwith sign Judgment for Costs in the Form No. 21. contained in the Schedule B. to this Act annexed, or to the like Effect; and any One of several Plaintiffs desirous to discontinue may apply to the Court or a Judge to have his Name struck out of the Proceedings, and an Order may be made thereupon upon such Terms as to the Court or Judge may seem fit, and the Action shall thereupon proceed at the Suit of the other Plaintiffs.

CCXXIII. A sole

CCXXIII. A sole Defendant or all the Defendants in Ejectment shall be at liberty to confess the Action as to the whole or Part of the Property, by giving to such Plaintiff a Consent for Judgment, headed in the Court and Cause, signed by the Defendant or Defendants, such Signature to be attested by his or their Attorney; and thereupon the Plaintiff may forthwith sign Judgment and issue Execution for the Recovery of Possession and Costs in the Form No. 22. contained in the Schedule B. to this Act annexed, or to the like Effect; and in case One of several Defendants in Ejectment, who defends separately for a Portion of the Property for which the other Defendant or Defendants do not defend, shall be desirous of confessing the Plaintiff's Title to such Portion, he may give a like Consent for Judgment to the Plaintiff; and thereupon the Plaintiff may forthwith sign Judgment and issue Execution for the Recovery of Possession of such Portion of the Property, and for the Costs occasioned by the Defence relating to the same, and the Action may proceed as to the Residue.

Defendant may confess the Action.

CCXXIV. In case One of several Defendants in Ejectment who defends separately in respect of Property for which other Defendants also defend shall be desirous of confessing the Plaintiff's Title, he may give a like Consent for Judgment; and thereupon the Plaintiff may sign Judgment against such Defendant for the Costs occasioned by his Defence, and may proceed in the Action against the other Defendants to Judgment and Execution.

Confession by One Defendant.

CCXXV. The Effect of a Judgment in Ejectment under this Act shall be the same as that of a Judgment in an Action of Ejectment heretofore used.

Effect of Judgment in Ejectment.

CCXXVI. If the Judgment in Ejectment shall be affirmed by the Court of Error, or the Proceedings in Error be discontinued by the Plaintiff therein, it shall be lawful for the Court wherein Execution ought to be granted, upon such Affirmation or Discontinuance, upon the Application of the Plaintiff, to issue a Writ to inquire as well of the Mesne Profits as of the Damage by any Waste committed after the First Judgment in Ejectment, which Writ may be dated on the Day on which it shall issue, and be returnable immediately after the Execution thereof, and upon the Return thereof Judgment shall be given, and Execution awarded for such Mesne Profits and Damages, and also for Costs of Suit.

Inquiry as to Mesne Rates after Writ of Error.

CCXXVII. All other Provisions herein contained shall extend to Ejectments, *mutatis mutandis*, unless where the same shall not be applicable, or where the Subject Matter thereof shall have been herein otherwise provided for.

General Provisions to apply to Ejectments.

With respect to the Proceedings for Recovery of Goods and Chattels by way of Replevin:

Action for Replevin of Goods.

CCXXVIII. Where any Party whose Goods or Chattels have been taken or distrained shall dispute the Validity of such Taking or Distress, and shall be desirous of proceeding for the Recovery of such Goods and Chattels in any of the said Superior Courts, such Party may commence a Personal Action for the Recovery of the Goods or Chattels so taken or distrained by a Writ of Summons and Plaint, which Writ of Summons shall, in addition to any Particulars herein-before required in an ordinary Writ of Summons, state the Particulars of the Property taken or distrained, and the Place where such Taking, Seizure, or Distress shall have been made, and shall be served by delivering a Copy or Copies thereof to the Defendant or Defendants, or to any Agent or other Person acting for him or them in making such Seizure or Distress, or in keeping the Goods and Chattels so taken or distrained in the Manner herein-before provided in respect of an ordinary Writ of Summons.

Action for Replevin to be commenced by Writ of Summons and Plaint.

CCXXIX. When any such Personal Action shall have been so commenced it shall be lawful for the Plaintiff therein to sue out of the Court in which such Action shall be instituted a Writ, to be called a Writ of Replevin, in the Form No. 23. in the Schedule B. to this Act annexed, directed to the Sheriff of the County in which such Goods and Chattels shall be under Seizure or Distress, requiring him to replevy the said Goods and Chattels, and the said Sheriff shall and he is hereby required, upon good Security (by the Bond of the Plaintiff, and Two responsible Persons as Sureties, conditioned as usual in such Cases,) being given to him, in double the Amount of the Value of the Property taken or distrained, to execute such Writ, and to return the said Writ, with a correct and proper Statement endorsed thereon of the Manner in which the same shall have been executed, or the Cause why the same has not

Plaintiff may sue out also a Writ of Replevin.

not been executed, to the Court out of which the same shall have issued, within Eight Days, exclusive of any Days hereby appointed to be observed and kept as Holidays, next after such Writ shall have been delivered to him; provided always, that the Value of the Property so taken or distrained shall be ascertained by the said Sheriff in like Manner as the Value of Goods distrained is now ascertained by Law by the Sheriff in taking Security in Replevins, and that the said Bonds shall be assignable by the Sheriff under like Circumstances and in like Manner, and shall be available to the Assignee thereof, as by Law now or hereafter authorized in respect of Replevin Bonds.

If Plaintiff in Replevin be non-prossed or nonsuited, Defendant entitled to Judgment and Execution for his Rent.

CCXXX. If the Plaintiff in any such Action for Replevin of a Distress made for Rent shall be non-prossed for not filing his Summons and Plaint as aforesaid it shall be lawful for the Defendant to file a Suggestion in the Nature of a Plaint for Rent, and praying the Court to inquire the Cause of the Distress; and thereupon, or in case Judgment be given for the Defendant on Demurrer, it shall be lawful for the Court to issue a Writ of Inquiry to the Sheriff of the County wherein the Distress was taken, or to the Master of the Court, to inquire touching the Amount of Rent in Arrear at the Time of such Distress being taken, and the Value of the Goods or Chattels distrained, and such Inquiry shall be taken in the Manner herein-before provided upon Judgment by Default; and upon the Return of such Inquisition the Defendant shall have Judgment and Execution to recover against the Plaintiff the Arrears of Rent in case the Goods and Chattels shall amount to the Value, and in case they shall not amount to that Value then for so much as the Value of the said Goods and Chattels shall amount to, with his Costs of Suit in that Behalf incurred; and in case the said Plaintiff shall be nonsuit after Issue joined, or if the Verdict shall be given against the Plaintiff, then the Jurors empannelled to try such Issue shall, at the Prayer of the Defendant, inquire the Amount of the Rent due, and the Value of the Goods and Chattels distrained, and the Defendant shall have Judgment and Execution for such Arrears, or so much thereof as the Value of the Goods and Chattels distrained shall amount unto, together with his Costs of Suit in that Behalf incurred.

Amendment.

With respect to the Power of Amendment, so as to enable the said Courts and the Judges thereof to prevent the Failure of Justice by reason of Mistakes and Objections of Form:

Amendment.

CCXXXI. It shall be lawful for the Superior Courts of Common Law, and every Judge thereof, and any Judge sitting at Nisi Prius, at all Times to amend all Defects and Errors in any Writ, Pleading, Record, or other Proceeding in Civil Causes, whether there is anything in Writing to amend by or not, and whether the Defect or Error be that of the Party applying to amend or not; and all such Amendments may be made in such Manner as shall be thereby directed, and with or without Costs, and upon such Terms as to the Court or Judge may seem fit; and all such Amendments as may be necessary for the Purpose of determining in the existing Suit the real Question in controversy between the Parties shall be so made; and when such Amendment shall be made at Nisi Prius or upon any Inquiry, the Order shall be endorsed on the Abstract or Writ, and all Pleadings or other Records of the Court which it may be necessary to amend in conformity therewith shall be amended accordingly.

Regulation of Business.

With respect to the general Regulation of Business in the said Superior Courts of Law:

Holidays.

CCXXXII. The following, and none other, shall be observed and kept as Holidays in the said Superior Courts and the Offices thereof, and the Court of Exchequer Chamber, and in the Office of Registrar of Judgments; that is to say, every *Sunday*, *Christmas Day*, and the Seven Days following that Day, *Good Friday*, *Easter Eve*, *Monday* and *Tuesday* in *Easter* Week, *Whit Monday* and *Whit Tuesday*, any Day appointed for a Public Fast or Thanksgiving, and when they do not occur in Term Time the Day appointed to be kept as the Birthday and the Day of the Accession of Her Majesty the Queen or of any of Her Successors; and the said Holidays shall not be reckoned or included in any Notices or other Proceedings, except Notices of Trial and Notices of Inquiry in any of the said Courts; and *Sunday* shall not be reckoned or included in any Notice or Proceeding whatsoever; and where the last Day included in any such Notice of Trial or Notice of Inquiry shall happen to fall on any of the Days hereby appointed to be observed and kept as Holidays, in such Case the following Day, or, when there shall be consecutive Holidays, the Day following the last

last of such Holidays, shall be considered as the last of such Days; and the Days from and including the First Day of *August* to the Twentieth Day of *October* inclusive, in each Year, shall not be reckoned Days within which any Summons and Plaint, Defence, or other Pleading should be filed, nor shall any such Pleading be filed or received upon such Days except a Plea of Confession or Consent for Judgment.

General Rules may be made by the Judges.

CCXXXIII. It shall be lawful for the Judges of the said Courts, or any Seven or more of them, whereof Two shall be Chief Judges, from Time to Time to make all such General Rules and Orders for the effectual Execution of this Act, and for establishing a simple Code of Practice, Pleading, and Evidence in the said Courts, and in the Court of Error, in accordance with the Intention and Object of this Act, and for apportioning the Costs of Issues, and for fixing the Costs to be allowed for and in respect of the Matters herein contained, or prescribed by such General Orders, and the Performance thereof, and for the Purpose of enforcing Uniformity of Practice and Pleading in the said Courts and the Offices thereof, and of ensuring, as far as may be practicable, an equal Division of the Business amongst the said Courts, as in their Judgment shall be necessary or proper, and for that Purpose to meet from Time to Time as Occasion may require; and all such Rules and Orders as they shall so make shall be valid and effectual, and shall be observed in each of the said Courts and the Offices thereof, until varied or altered by the like Authority, anything in this Act to the contrary notwithstanding; and any Expenses which the Judges shall certify (as now required with reference to incidental Expenses) to have been properly incurred in giving Effect to the Provisions of this Act shall be charged and paid in like Manner and as Part of the incidental Expenses of the said Courts: Provided that nothing herein contained shall be construed to restrain the Authority or limit the Jurisdiction of the said Courts, or the Judges thereof, to make Rules or Orders, or otherwise to regulate and dispose of the Business therein.

Consolidated Court of Nisi Prius for the Trial of Issues arising in any of the Superior Courts.

CCXXXIV. The Nisi Prius Courts of the said Superior Courts of Common Law sitting at *Dublin* shall continue to be consolidated, and there shall be but One Common Court of Nisi Prius for the Trial at *Dublin* of Issues in Fact arising in any of the Courts, except as herein-after provided, which Court of Nisi Prius shall consist of One Judge or Baron of either of the said Superior Courts, to be chosen for that Purpose by the said Judges and Barons according to such Arrangement as they shall think proper, and in such Order of Rotation that each Court shall by One of its Judges or Barons take the Duty in Turn by Terms, and all Jurors, Witnesses, and other Persons shall be summoned or required to attend, and shall give their Attendance at or for the Trial of any Cause depending in any such Court, before such Judge as shall be sitting for the Trial thereof by virtue of this Act: Provided always, that all Causes intended to be tried at any Sittings at Nisi Prius at *Dublin* shall be entered for Trial with the Registrar of the Chief Judge of that Court of which One of the Judges is to sit, and all other Process and Proceedings for or relating to the Trials thereof shall be made and issued as herein-before required, but nevertheless the Trial of every Cause which shall be tried by virtue of this Act shall be entered and made of Record, as having been had and made before the Judge before whom such Cause shall happen to have been actually tried.

Such Court to sit continuously.

CCXXXV. Such Consolidated Nisi Prius Court shall sit continuously, or by Adjournment, as Occasion may require, on the Second Day of each Term, and thence continuously until the End thereof, or so much longer as may be necessary for the Completion of any Trial then in progress before the said Court; and Notice of Trial may be served for any Day within the said Period, subject, however, to such Regulations as to the Class of Cases to be tried in the said Court, or otherwise, as is herein-after expressed, or as the Judges, or any Seven of them, of whom Two shall be Chief Judges, may by any General Order make from Time to Time in that Behalf: Provided always, that nothing herein contained shall be construed to interfere with the Duty of the Chief Judge of each Court, as now discharged, of sitting after Term for the Trial of Issues at Nisi Prius, but that each of the said Chief Judges, or some other Judge of the Court in his Stead, shall, notwithstanding the Sittings at Nisi Prius herein provided, sit after Term as heretofore, for the Trial of any Issues at Nisi Prius arising in his Court which shall be entered as heretofore for such after Sittings; and

and provided also, that if any Issue or Issues entered for Trial in the said Consolidated Nisi Prius Court shall remain undisposed of at the Termination of the Sittings of the said Court for any Term, the same shall be transferred to and be deemed to have been entered for such after Sittings, and shall be taken up and disposed of respectively by the Chief Judge of the Court in which such Issues respectively shall have arisen as if the same had been originally entered for such after Sittings.

Officers of Consolidated Nisi Prius Court.

CCXXXVI. The Duty of attending such Consolidated Nisi Prius Court as Clerk of Nisi Prius shall be discharged by the Town Registrar of the Chief Justice or Chief Baron of the Court to which the Judge sitting at Nisi Prius shall belong; and if it shall happen that such Sitting at Nisi Prius shall not have terminated at any Time when the Chief Justice or Chief Baron shall require the Attendance of his said Registrar for the Purpose of such Nisi Prius Sittings in his own Court as aforesaid, then and in such Case it shall be lawful for the said Nisi Prius Judge to require the Attendance of any of the Assistants or Clerks belonging to his Court who can at such Time be spared from his Office Duties, to act as his temporary Clerk of Nisi Prius; and the Lords Chief Justices and Chief Baron, or any Two of them, shall, in case of a Vacancy in the Office of Crier, appoint a fit and proper Person to act as Crier of the said Nisi Prius Court, who shall be paid such Salary as the Commissioners of Her Majesty's Treasury shall direct, the same to be charged and included in the quarterly Accounts of incidental Expenses of the said Courts respectively, in like Manner and Proportions as the Salary of the Court Keeper of the Nisi Prius Court and other incidental Expenses common to the Three Courts are now charged.

Cases to be tried in Consolidated Nisi Prius Court.

CCXXXVII. The following shall, until otherwise provided by any General Order made as aforesaid, be the Class of Cases to be tried in the Consolidated Nisi Prius Court:

Actions for Rent; Actions on Bills of Exchange and Promissory Notes; Actions of Debt upon and to revive Judgments; Actions for Use and Occupation; Goods sold and delivered; Goods bargained and sold; Work and Labour; Money lent, Money paid, Money had and received, and on Account stated; Ejectments for Nonpayment of Rent, and against overholding Tenants, whether on Notice to quit or otherwise.

Judges of either Court may do Business depending in any of the Courts.

CCXXXVIII. Every Judge of the said Superior Courts of Common Law shall have full Power and Jurisdiction to sit in *Dublin*, as well in Term as in Vacation, for the Trial of Issues in Fact arising in any of the said Courts, and to transact in Chamber or elsewhere such Business depending in any of the said Courts as relates to Matters over which the said Courts have a common Jurisdiction, and as may, according to the Course and Practice of the Courts, be transacted by a single Judge.

Courts may hold Sittings in Vacation.

CCXXXIX. The said Superior Courts shall and may, at their Discretion, hold Sittings in Banco in Time of Vacation for the Purpose of disposing of Business therein pending and undecided in such Courts respectively, and such Sittings in Vacation may be holden by virtue of a Rule or Order of the said Courts respectively, to be made in or out of Term, whereof a Week's Notice (in such Form as the said Courts respectively shall direct) shall be published in the *Dublin Gazette*, and affixed in some conspicuous Place at the Entrance of such Court respectively making such Order; and that all Judgments to be pronounced at such Sittings in Banco, and all Rules and Orders in respect thereof to be made by virtue of this Act, shall have the same Effect to all Intents and Purposes as if they had been pronounced or made in Term Time.

Alteration of Forms.

New Forms of Writs and other Proceedings.

CCXL. Such new or altered Writs and Forms of Procedings may be issued, entered, and taken as may by the Judges of the said Courts, or any Seven or more of them, of whom Two shall be Chief Judges, be deemed necessary or expedient for giving Effect to the Provisions herein-before contained, and in such Forms and such Variation from the Forms in the Schedule B. to this Act annexed as the Judges of such Courts respectively shall from Time to Time think fit to order; and such Writs and Proceedings shall be acted upon and enforced in such and the same Manner as Writs and Proceedings of the said Courts are now acted upon and enforced, or as near thereto as the Circumstances of the Case will admit; and any existing Writ or Proceeding the Form of which shall be in any Manner altered in pursuance of

of this Act shall nevertheless be of the same Force and Virtue as if no Alteration had been made therein, except so far as the Effect thereof may be varied by this Act.

Schedules.

Schedules to form Part of Act.

CCXLI. The Schedules to this Act annexed shall be deemed to be a Part of this Act, and the Forms therein given may be used with such Modification and Departures as the particular Facts of the Case may render necessary, but no verbal or technical Error or Omission in the following of the same shall be fatal; and all Departures, Errors, or Omissions, which have not a manifest Tendency to mislead or prejudice the opposite Party in the Merits of his Case, shall be deemed to be technical and immaterial.

Schedule of Law Fund Duties.

CCXLII. The several Duties set forth in the Schedule D. to this Act annexed shall be the respective Law Fund Duties on the Proceedings in Actions in the said Superior Courts of Law in *Ireland*, and shall be in lieu and stead of the existing Duties in respect of the same Subject Matter; and the like Penalties, Forfeiture, and Remedies for the Enforcement and Recovery of the same, shall attach upon the said Duties as previously existed in respect of the Law Fund Duties heretofore in force.

Schedule of Fees and Costs.

CCXLIII. The several Fees mentioned and set forth in the Schedule E. to this Act annexed shall be the Fees chargeable against any Party, Plaintiff or Defendant, in respect of the specified Items of Proceedings to which the same shall be applicable until the same shall be altered or amended by any General Rule of the Judges under the Powers hereinbefore given; and the said Judges are hereby required, by a General Order, to settle a Schedule of Fees to be allowed in Taxation of Costs of Proceedings under this Act, having regard to the said Schedule E. to this Act annexed: Provided always, that in case the Plaintiff in any Action of Contract (except for Breach of Promise of Marriage) shall recover, exclusive of Costs, less than Twenty Pounds, or in any Action for any Wrong or Injury disconnected with Contract (except Replevin, or for Slander, Libel, malicious Prosecution, Seduction, or criminal Conversation,) a Sum not exceeding Five Pounds, the Plaintiff in any such Action shall be entitled to no more than One Half of the ordinary Costs, unless the Action has been brought for the Purpose of trying a Right to Property more extensive than the Sum sued for.

SCHEDULE A.

ACTS TO BE REPEALED.

In so far as in the foregoing Act declared.

Date of Act.	Title of Act.	Extent of Repeal.
38 Hen. 6. c. 1. -	An Act that none shall sue Actions in the Exchequer unless the Plaintiff be Minister to the Exchequer, or Servant to any Minister of Record of the Exchequer, upon Pain of 10*l.*	The entire Act.
3 Edw. 4. c. 2. - -	An Act what Fees Attornies in the King's Court shall take, and what Fees shall be paid for Writs and other Records.	The entire Act.
7 Edw. 4. c. 4. - -	An Act for removing of the Exchequer and Common Pleas.	The entire Act.
28 Hen. 8. c. 21. -	The Act of Penal Statutes - - - -	The entire Act.
33 Hen. 8. sess. 2. c. 3.	An Act touching Mispleading and Jeofails -	The entire Act.
11 Eliz. sess. 3. c. 2. -	An Act for the making of the Trinity Term shorter, and for the Commencement thereof.	The entire Act.
10 Car. 1. sess. 2. c. 6.	An Act for Limitation of Actions, and for avoiding of Suits in Law.	Sections 14. 15. and 17.
10 Car. 1. sess. 2. c. 11.	An Act for Expedition of Justice in Cases of Demurrers, &c.	The entire Act.

Date of Act.	Title of Act.	Extent of Repeal.
10 Car. 1. sess. 2. c. 12.	An Act for Reformation of Jeofails, &c. - -	The entire Act.
10 Car. 1. sess. 2. c. 15.	An Act that like Process shall be had in Writ of Annuity and certain other Actions as in an Action of Debt.	The entire Act.
10 Car. 1. sess. 2. c. 16.	An Act for Ease in pleading against troublesome and contentious Suits prosecuted against Sheriffs, Justices of the Peace, Mayors, Constables, and certain other Officers, for the lawful Execution of their Office.	The entire Act.
15 Car. 1. c. 5. - -	An Act against Discontinuance of Writs of Error in the Court of Exchequer, and for the better Expedition in giving Judgment therein.	The entire Act.
17 & 18 Car. 2. c. 12. -	An Act to prevent Arrests of Judgment and superseding Executions.	The entire Act.
7 W. 3. c. 7. - -	An Act for reviving Two Statutes lately expired and making them perpetual, and for avoiding unnecessary Suits and Delays.	The entire Act.
7 W. 3. c. 25. - -	An Act for the Prevention of Vexations and Oppressions by Arrests, and of Delays in Suits of Law.	Sections 7. 8. 9. 10. and 11.
9 W. 3. c. 10. - -	An Act for preventing frivolous and vexatious Law Suits, and giving Remedy to the Parties grieved to recover their Costs at Law in certain Cases where heretofore no Costs were given.	Sections 6. 7. 8. and 9.
6 Anne, c. 7. - -	An Act for lessening Sheriffs Fees on Execution	Sections 1. and 2.
6 Anne, c. 10. - -	An Act for the Amendment of the Law, and the better Advancement of Justice.	Sections 1. 2. 3. 4. 17. and 23.
8 Anne, c. 9. - -	An Act for delivering Declarations to Prisoners.	The entire Act.
2 G. 1. c. 11. - -	An Act for reviving and amending an Act intituled "An Act for Recovery of small Debts "in a summary Way before the Judges of "Assize."	Sections 14. and 15.
6 G. 1. c. 6. - -	An Act to prevent Delays in Writs of Error, and for the further Amendment of the Law.	Sections 1. 2. 3. 4. and 18.
8 G. 1. c. 4. - -	An Act for the more effectual quieting and securing Possessions, and preventing vexatious Suits at Law.	Sections 1. and 2.
5 G. 2. c. 4. - -	An Act for the further explaining and amending the several Laws for preventing Frauds committed by Tenants, and for the more easy Renewal of Leases; and for the further Amendment of the Law in certain Cases therein mentioned.	Sections 7. and 8.
25 G. 2. c. 8. - -	An Act for the better adjusting and more easy Recovery of the Wages of certain Servants, and for the better Regulation of such Servants, and of certain Apprentices; and for the Punishment of all such Owners of Coal and their Agents as shall knowingly employ and set at Work Persons retained in the Service of other Coal-owners; and also that mutual Debts between Party and Party be set one against the other.	Section 8.
21 & 22 G. 3. c. 18. -	An Act for enlarging the Time for Trials by Nisi Prius in the City of Dublin and County of Dublin, and for making the Process of the Court of Exchequer more effectual against Persons who being served therewith refuse to appear.	The entire Act.
28 G. 3. c. 31. - -	An Act for the Amendment of the Law in certain Particulars therein mentioned.	Section 2.

Date of Act.	Title of Act.	Extent of Repeal.
43 G. 3. c. 53. - -	An Act to render the Process of His Majesty's Courts of King's Bench, Common Pleas, and Exchequer in Personal Actions in Ireland more beneficial, and also to prevent frivolous and vexatious Arrests, and to repeal so much of an Act passed in the Parliament of Ireland in the Twenty-first and Twenty-second Years of the Reign of His present Majesty, intituled "An "Act for enlarging the Time for Trials by Nisi "Prius in the City and County of Dublin, and for "making the Process of the Court of Exchequer "more effectual, as relates to compelling the Ap- "pearance of Defendants in Personal Actions."	Sections 1. 2. 6. 7. and 8.
1 G. 4. c. 68. - -	An Act for the better Administration of Justice in the Court of Exchequer Chamber in Ireland.	Section 8.
9 G. 4. c. 14. - -	An Act for rendering a written Memorandum necessary to the Validity of certain Promises and Engagements.	Sections 1. 2. 3. and 4.
9 G. 4. c. 15. - -	An Act to prevent a Failure of Justice by reason of Variances between Records and Writings produced in Evidence in support thereof.	The entire Act.
1 & 2 W. 4. c. 31. -	An Act to improve the Administration of Justice in Ireland.	Sections 2. 5. 14. 15. 16. 17.
3 & 4 W. 4. c. 91. -	An Act for consolidating and amending the Laws relative to Jurors and Juries in Ireland.	Sections 10. and 12.
3 & 4 Vict. c. 105. -	An Act for abolishing Arrest on Mesne Process in Civil Actions, except in certain Cases, and for extending the Remedies of Creditors against the Property of Debtors, and for the further Amendment of the Law and the better Advancement of Justice in Ireland.	Sections 7. 20. 23. 24. 32. 33. 34. 35. 36. 37. 38. 39. 44. 46. 47. 48. 49. 50. 51. 52., except so far as relates to the Jurisdiction of a Court of Equity.
12 Vict. c. 16. - -	An Act to protect Justices of the Peace in Ireland from vexatious Actions for Acts done by them in the Prosecution of their Office.	Section 10.
13 Vict. c. 18. - -	An Act for the Regulation of Process and Practice in the Superior Courts of Common Law in Ireland.	Sections 1. 2. 3. 5. 6. 7. 8. 9. 10. 11. 12. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 25. 26. 27. 28. 31. 38. 39.
14 & 15 Vict. c. 57. -	An Act to consolidate and amend the Laws relating to Civil Bills and the Courts of Quarter Sessions in Ireland, and to transfer to the Assistant Barrister certain Jurisdiction as to Insolvent Debtors.	Section 40.

SCHEDULE B.

FORMS OF PROCEEDINGS.

No. 1.—*Summons and Plaint in Personal Actions.*

Court of Queen's Bench,

Victoria, &c. &c. to the said Richard Roe, greeting.

John James of Westmoreland Street, in the City of Dublin, Grocer, Plaintiff.
Richard Roe, of Mallow, in the County of Cork, Esquire, Executor of Henry Roe, Defendant.
County of the City of Dublin.

Richard Roe, the Defendant, is summoned to answer the Complaint of John James, who complains, That the Defendant is Executor of Henry Roe, deceased, of Mallow, in the said County of Cork, and that, as such Executor, he is indebted to the Plaintiff in the Sum of £140 on account of Goods sold and delivered by the Plaintiff to the said Henry Roe of the Value of £140, the Particulars of which are endorsed hereon [*or* annexed hereto].

And the Plaintiff prays Judgment against the said Defendant to recover the said Sum of £140 [and Interest thereon], and his Costs of Suit.

Therefore the Defendant is hereby required to appear in the said Court, within Twelve Days after the Service hereof, and answer the said Complaint, or in default thereof Judgment shall be given according to Law.

Witness the Lord Chief Justice and other Justices of Her Majesty's Court of Queen's Bench at Dublin.

Dated Monday, the 20th Day of January 1854.

WILLIAM THOMPSON, Attorney for the Plaintiff,
No. 12, Clare Street, Dublin.

Endorsement of Particulars.

Jan. 1, 1850.—By Amount of Goods furnished as per Account furnished 1st December 1853	£200	0	0
Dec. 10, 1853.—By Cash received on account	60	0	0
Balance due Plaintiff	£140	0	0

No. 2.—*Appearance and Defence.*

Court of Queen's Bench,
Saturday, the 30th Day of January 1854.

John James, Plaintiff.
Richard Roe, Executor of Henry Roe, Defendant.

The said Richard Roe appears and takes Defence to the Action of the said John James, and says that the Goods sold and delivered to Henry Roe were of the Value of £80, and no more; and that the said Sum of £80 has been paid by the Defendant to the Plaintiff, and is sufficient to satisfy the Plaintiff's Demand, and therefore he defends the Action.

EDWARD MOLONEY, Attorney for the Defendant,
No. 14, Capel Street, Dublin.

Endorsement of Particulars of Payment.

Aug. 1, 1851.—By Cash paid Plaintiff by the Defendant	£45	
„ By Defendant's Acceptance, dated at Three Months	35	
	£80	

No. 3.

No. 3.—*Demurrer to a Plaint or Defence.*

Court of Queen's Bench,
Saturday, the 26th Day of February 1854.

John James, Plaintiff,
Richard Roe, Executor of Henry Roe, Defendant.

The said Richard Roe, the Defendant, appears and says, that the Summons and Plaint does not disclose any Cause of Action good in Substance, because that no sufficient Consideration for the alleged Promise of the Defendant as Executor of the said Henry Roe is stated therein, to render the said Defendant liable to pay the Debt of the said Henry Roe.

EDWARD MOLONEY, Attorney for the Defendant,
No. 14, Capel Street, Dublin.

No. 4.—*Judgment by Default for Want of Defence.*

Court of Queen's Bench, on Monday, the 20th Day of June, A.D. 1854 (*Day of signing Judgment*).

County of the City of Dublin.

John James, by William Thompson, his Attorney, sued out a Writ of Summons and Plaint against Richard Roe, claiming the Sum of £140 for Debt on account of a Bill of Exchange drawn by Henry Jasper, dated the 15th Day of October 1853, and endorsed by the said Richard Roe.

And the said Richard Roe has not appeared to take Defence; but the Service of such Writ and the Contents of said Plaint have been duly verified.

Therefore it is considered that the said John James do recover against the said Richard Roe the Sum of £140, together with for Costs.

No. 5.—*Abstract for Nisi Prius.*

Court of Queen's Bench,
Monday, the 20th Day of March, A.D. 1854.

County of Sligo, to wit.

John James, Plaintiff.
Richard Roe, Defendant.

Whereas John James, the Plaintiff, has sued Richard Roe, the Defendant, and demanded the Sum of £150 as the Price and Value of 130 Barrels of Wheat sold and delivered to the Defendant;

And the said Richard Roe has taken Defence, and admits the Delivery of the Wheat, but has alleged that he paid the Sum of £130 to the Plaintiff before the Commencement of this Action, and that such Payment was a full Satisfaction of the Value of said Wheat, and that said Wheat was not sound and merchantable at the Time of its Delivery to the Plaintiff:

Therefore let the Jury try—

1st. Whether the said Wheat was sound and merchantable at the Time of its Delivery.

2d. Whether the Value of said Wheat exceeded the Sum of £130.

ROBERT JONES, Attorney for Plaintiff.
HENRY GREEN, Attorney for Defendant.

No. 6.—*Bill of Exceptions.*

Court of Queen's Bench,
Monday, 20th Day of July 1854.

John James, Plaintiff.
Richard Roe, Defendant.

The Issues in Fact in the annexed Abstract of Nisi Prius having come to be tried by a Jury on this Day, the Plaintiff produced and examined as a Witness one *G.H.* to prove the Fact of [*&c. &c.*]; and the said *G.H.* deposed that [*&c. &c.*], which Evidence the Defendant objected to as not being legal Evidence of the Fact; and the Plaintiff insisting to the contrary the Judge at Nisi Prius admitted the Evidence to be received accordingly, and therefore

therefore the Defendant excepts, and prays that his Exception shall be placed upon the Record for the Examination of the Court above.

(Signed) *L.M.*, Counsel for Defendant.
L.P., Judge.

No. 7.—*Order of Attachment of Stock.*

Court of Queen's Bench,
Monday, 20th Day of June 1854.

John James, Plaintiff.
Richard Roe, Defendant.

By the Right Honourable Mr. Justice Moore.
It appearing to the Court that the Plaintiff hath recovered Judgment against the Defendant in the Sum of £300, and that such Judgment is still unsatisfied; and it also appearing that the Defendant is possessed of a Sum of £200 Government 3½ per Cent. Stock, standing in his own Name in the Books of the Governor and Company of the Bank of Ireland;

The said Sum of £200, and all Dividends thereon, are hereby attached to answer the said Debt until further Order; and the said Governor and Company of the Bank of Ireland are hereby ordered and required not to suffer the same, or any Part thereof, to be transferred, paid, or dealt with until further Order.

RICHARD MOORE, Justice.
CHRISTOPHER DUFF, Clerk of the Rules.

No. 8.—*Satisfaction Piece, Affidavit, and Requisition to enter Satisfaction on Judgment.*

A.B. Plaintiff.
C.D. Defendant.

I *A.B.* of
Court of
Roll No.
of
did obtain a Judgment in the
as of Term 18
against *C.D.*
for the Sum
which said Judgment has been fully satisfied and discharged; and I hereby consent that Satisfaction be entered on the Record of said Judgment.

Dated this Day of 18 .

A.B.

Signed in Presence of *E.F.*

The above-named *E.F.* of this Day maketh Oath and saith, that he is the subscribing Witness to, and saw the above Consent duly executed by *A.B.* of and saith, that the Name *E.F.* subscribed as Witness to the above Consent is Deponent's proper Name and Handwriting.

(Signed) *E.F.*

Sworn before me, this

Now, I *G.H.* of a practising Attorney of this Honourable Court, do hereby on behalf of the Defendant require the proper Officer to enter Satisfaction on the Record of said Judgment.

(Signed) *G.H.*, Attorney.

To the Master of the Court of

No. 9.—*Suggestion of Breaches.*

Queen's Bench,
Monday, the 20th Day of June 1854.

John James, Plaintiff.
Richard Roe, Defendant.

And now on this Day the said John James, the Plaintiff, comes and informs the Court that after the Recovery of the said Judgment, and on the 1st Day of April 1853, another half-yearly Gale of the said Annuity, amounting to the Sum of £100, became due and payable to the Plaintiff, and that

that the Defendant has neglected and refused to pay the same, in breach and violation of the Conditions of the said Bond upon which the Plaintiff recovered such Judgment, and therefore the Plaintiff prays Execution of the said Judgment for the further Sum of £100.

No. 10.—*Suggestion for Execution against the Judgment Debtor.*

John James, Plaintiff.
Richard Roe, Defendant.

And now, on the 26th Day of June 1854, it is suggested, and manifestly appears to the Court, that the said *A.B.* [*or C.D.*, as such Executor of the last Will and Testament of the said *A.B.* deceased, *or as the Case may be*,] is entitled to have Execution of the Judgment aforesaid against the said *E.F.* [*or* against *G.H.*, as Executor of the last Will and Testament of the said *E.F.*, *as the Case may be*]: Therefore it is considered by the Court that the said *A.B.* [*or C.D.*, as such Executor as aforesaid, *or as the Case may be*], ought to have Execution of the said Judgment against the said *E.F.* [*or* against *G.H.*, as such Executor as aforesaid, *or as the Case may be.*]

No. 11.—*Form of Writ of Revivor.*

In the Queen's Bench,

Victoria, &c. &c. to the said Richard Roe, greeting.

County of Clare.

John James, Plaintiff.
Richard Roe, Defendant.

Richard Roe, the Defendant, is summoned to appear and show Cause wherefore Edward Jones, Executor of the said John James, shall not * have Execution against the said Richard Roe, of a Judgment whereby John James, on the 1st Day of June 1850, in the said Court of Queen's Bench, recovered against the said Richard Roe the Sum of £300, and of which Sum the said Edward Jones alleges that there remains due and unsatisfied the Sum of 100*l.*

Therefore the said Richard Roe is hereby required to appear in the said Court within Eight Days after the Service hereof, and show Cause wherefore Execution should not be had accordingly; or in default thereof the said Edward Jones may proceed to Execution for said Sum of £100 and his Costs.

Witness the Lord Chief Justice and other Justices of Her Majesty's Court of Queen's Bench at Dublin.

Dated Monday, the 26th Day of April 1854.

WILLIAM THOMPSON, Attorney for the said Edward Jone
No. 12, Clare Street, Dublin.

No. 11 A.—*Like in case of Interlocutory Judgment.*

[*Proceed as in last Form to the Asterisk *, and then as follows*:]—assess and recover [*or* recover] the Damages in respect of a Judgment whereby the said John James on the 1st Day of June 1850, in the said Court of Queen's Bench, was adjudged in that Behalf entitled, and which Inquiry of Damages as yet remains to be made [*if the Case be so*].

Therefore the said Richard Roe is hereby required to appear in the said Court within Eight Days after the Service hereof, and show Cause wherefore the said Assessment should not be made [*if not made*] and Recovery had as aforesaid, or in default thereof the said Edward Jones may proceed to assess and recover [*or* to recover] such Damages against the said *C.D.*

Witness, the Lord Chief Justice and other Justices of Her Majesty's Court of Queen's Bench at Dublin.

Dated Monday, the 4th Day of April 1854.

WM. THOMPSON, Attorney for the said *E.F.*,
No. 12, Clare Street, Dublin.

No. 12.

No. 12.—*Memorandum of Error.*

In the Queen's Bench,
the 20th Day of April 1854.

[*The Day of lodging Note of Error.*]

A.B. and *C.D.*

The Plaintiff [*or* Defendant] says that there is Error in Law in the Record and Proceedings *in this Action.*

(Signed) *A.B.*, Plaintiff.
[*or C.D.*, Defendant.]
[*or E.F.*, Attorney for Plaintiff *or* Defendant.]

[*In case the Plaintiff has died after Judgment and before Error brought by his legal Representative, say, A.B.* and *C.D.*—*E.F.* says that the Plaintiff *A.B.* is dead, and that the said *E.F.* is the Executor of the last Will and Testament of *A.B.* [*as the Case may be*], and further says that there is Error, *&c. &c., as above.*]

No. 13.—*Suggestion of Joinder in Error in Law.*

Monday, the 20th Day of June 1854.

[*The Day of making the Entry on the Roll.*]

The Plaintiff [*or* Defendant] says that there is Error in the above Record and Proceedings, and the Defendant [*or* Plaintiff] says there is no Error therein.

No. 14.—*Memorandum of Error in Fact.*

In the Queen's Bench,
the 26th Day of May 1854.

[*The Day of lodging Note of Error.*]

A.B. and *C.D.* in Error.

The Plaintiff [*or* Defendant] says that there is Error in Fact in the Record and Proceedings in this Action, in the Particulars specified in the Affidavit hereunto annexed.

(Signed) *A.B.*, Plaintiff.
[*or C.D.*, Defendant.]
[*or E.F.*, Attorney for Plaintiff *or* Defendant.]

No. 15.—*Summons and Plaint in Ejectment.*

Court of Queen's Bench.

Victoria, *&c. &c.* to the said *G.H.* and *I.K.* and all Persons concerned, greeting.

A.B., C.D., and E.F., Plaintiffs.
G.H. and others, Defendants.
County of Leitrim.

G.H. and *I.K.*, the Defendants, have been summoned to answer the Complaint of *A.B.*, *C.D.*, and *E.F.*, the Plaintiffs, who complain that * the Plaintiffs, or some or One of them, on the 1st Day of July 1853, became and were and are still entitled to the quiet and peaceable Possession of the Lands of Blackacre, in the County of Leitrim, and the Defendant wrongfully assumed the Possession thereof, and still withholds the same from the Plaintiffs.

And therefore the Plaintiffs pray Judgment against the said Defendants to recover the Possession of said Lands or Premises; [*and in case of Ejectment on the Title where the Plaintiffs seek to recover Mesne Rates, add* and Compensation in Damages for the Loss of the Mesne Rates and Profits of the said Premises while the Possession thereof was withheld from the said Plaintiffs, to the Amount of £] Therefore [*&c. &c., as in Form* 1.]

In

In case of Ejectment for Nonpayment of Rent, copy last Form to the Asterisk (*), *and then say*, that the Defendant holds the Lands of Blackacre, in the County of Leitrim, as Tenant to the Plaintiffs under a Lease, at the yearly Rent of £50, and that the Sum of £80, being for One Year and upwards of such Rent, due and ending on the 1st Day of January 1854, is due to the Plaintiffs. And therefore [*&c. &c., as in last Form*].

Endorsement of Particulars of Rent due on Ejectment for Nonpayment of Rent.

1st Jan. 1853.—By Balance Year's Rent, due on this Day -	£30	0	0
1st Jan. 1854.—By One Year's Rent due - - - - -	50	0	0
	£80	0	0

No. 16.—*Defence in Ejectment on the Title.*

Queen's Bench, Thursday, 20th Day of April 1854.

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

George Hines, One of the Defendants, appears and takes Defence for the said Lands of Blackacre, and says that the said Plaintiffs are not entitled to the Possession of them, and that the said Possession belongs to the said George Hines, as of Right, and therefore he defends the Action.

EDWARD MOLONEY, Attorney for the said George Hines, No. 14, Capel Street, Dublin.

No. 17.—*Defence in Ejectment for Nonpayment of Rent.*

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

George Hines, One of the Defendants, and Tenant to the Lands of Blackacre, appears and takes Defence and says, that the Rent of the said Premises is not in arrear, and that the Defendant paid the said Rent and every Part thereof to the said Plaintiffs before the Commencement of this Action, and therefore he defends as aforesaid.

EDWARD MOLONEY, Attorney for the said George Hines, No. 14, Capel Street, Dublin.

Endorsement of Particulars of Payment.

1 June 1854.—By Cash paid by Defendant, George Hines, to Plaintiff, £140.

No. 18.—*Judgment by Default in Ejectment for all the Lands.*

In the Queen's Bench, the 26th Day of June 1854.

[*Date of Writ.*]

A.B., Plaintiff.
C.D., Defendant.
County of Leitrim, to wit.

On the Day and Year above written, a Writ of Summons and Plaint issued forth returnable into this Court in these Words; that is to say, [*here copy the Writ*]; and no Appearance and Defence has been entered to the said Writ: Therefore it is considered that the said [*here insert the Names of the Plaintiffs in the Writ*] do recover Possession of the Land in the said Writ mentioned, with the Appurtenances.

No. 19.—*Judgment by Default in Ejectment for Part.*

In the Queen's Bench, on the 26th Day of June, A.D. 1854.

County of Leitrim, to wit. } On the Day and Year above written, a Writ of Summons and Plaint issued forth returnable into this Court, in these Words; that is to say, [*here copy the Writ*]; and *C.D.* has, on the 1st Day of May, appeared by Edward Maloney, his Attorney, [*or* in Person,] to the said Writ, and has defended for a Part of the Land in the Writ mentioned; that is to say [*here state the Part*]; and no Appearance or Defence has been entered to the said Writ, except as to the said Part: Therefore it is considered that the said *A.B.* [*the Plaintiff*] do recover Possession of the Land in the said Writ mentioned, except the said Part, with the Appurtenances, and that he have Execution thereof forthwith; and as to the rest, let a Jury come, *&c.*

No. 20.—*Abstract for Nisi Prius.*

In the Queen's Bench, Monday, the 26th Day of June 1854.

County of Wicklow, to wit.

John James, Plaintiff.
Richard Roe, Defendant. } Whereas John James, the Plaintiff, has sued Richard Roe, the Defendant, for the Recovery of the Possession of the Lands of Blackacre, claiming Title thereto from the 20th Day of January 1850; and the said Richard Roe has taken Defence for the whole of the Land mentioned in the Summons and Plaint: Therefore let the Jury try whether the Plaintiff was entitled to the Possession of the said Lands, or any Part of them, on the said Day, or at any Time subsequent to such Day, and before the Commencement of the Action, and whether the Plaintiff is entitled to any and what Damages for Loss of Mesne Rates and Profits.

No. 21.—*Judgment on Discontinuance in Ejectment.*

In the Queen's Bench, on the 26th Day of June, A.D. 1854.

[*Date of Writ.*]

Leitrim, to wit. } On the Day and Year above written a Writ of Summons and Plaint issued forth returnable into this Court in these Words; that is to say, [*here copy the Writ*]; and *C.D.* has on the 18th Day of July appeared by Henry Robinson, his Attorney, [*or* in Person,] to the said Writ, and *A.B.* has discontinued the Action: Therefore it is considered that the said *C.D.* be acquitted, and that he recover against the said *A.B.* £ for his Cost of Defence.

No. 22.—*Judgment on Confession in Ejectment.*

In the Queen's Bench, the 30th Day of June 1854.

[*Date of Writ.*]

Leitrim, to wit. } On the Day and Year above written a Writ of Summons and Plaint in Ejectment issued forth returnable into this Court in these Words; that is to say, [*here copy the Writ*]; and *C.D.* has on the 1st Day of January appeared by Henry Roe, his Attorney, [*or* in Person,] to the said Writ; and the said *C.D.* has confessed the said Action [*or* has confessed the said Action as to Part of the said Land, that is to say, *here state the Part*]: Therefore it is considered that the said *A.B.* do recover Possession of the Land in the said Writ mentioned [*or* of the said Part of the said Land], with the Appurtenances, and £ for Costs.

No. 23.—*Writ of Replevin.* Writ of Replevin.

Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith, and so forth: To the Sheriff of , greeting: We command you, that without Delay you cause to be replevied to *A.B.* his Goods and Chattels (and Cattle), to wit, which *C.D.* took and unjustly detains, as it is said, and after what Manner you shall have executed this our Writ make appear to us [*or* to our Justices *or* Barons, *as the Case may be*] at the Queen's Courts, Dublin, and have there this our Writ.

Witness the Seal of our Superior Courts of Common Law hereunto set at Dublin the Day of in the Year of our Lord 1851.

Issued by of No. , Dublin, Attorney for said *A.B.*

SCHEDULE C.

FORMS OF PLEADINGS.

Statements of Causes of Action.

On Contracts.

1. Money payable by the Defendant to the Plaintiff for [*these Words*, Money payable, *&c.*, *should precede Statement of Causes of Action like* 1 *to* 9, *but need only be inserted in the first*] Goods bargained and sold by the Plaintiff to the Defendant. Goods sold.

2. Work done and Materials provided by the Plaintiff for the Defendant at his Request. Work and Materials.

3. Money lent by the Plaintiff to the Defendant. Money lent.

4. Money paid by the Plaintiff for the Defendant at his Request. Money paid.

5. Money received by the Defendant for the Use of the Plaintiff. Money received

6. Money found to be due from the Defendant to the Plaintiff on Accounts stated between them. Account stated.

7. A Messuage and Lands sold and conveyed by the Plaintiff to the Defendant. For an Estate sold.

8. The Defendant's Use, by the Plaintiff's Permission, of Messuages and Lands of the Plaintiff. For the Use of a House and Land.

9. The Hire of [*as the Case may be*], by the Plaintiff let to Hire to the Defendant. For the Hire of Goods, &c.

10. That the Defendant on the Day of A.D.' by his Promissory Note, now over-due, promised to pay to the Plaintiff £ *Two* Months after Date, but did not pay the same. Payee against Maker of Note.

11. That one *A.*, on, *&c.* [*Date*], by his Promissory Note, now over-due, promised to pay to the Defendant, or Order, £ [*Two*] Months after Date, and the Defendant endorsed the same to the Plaintiff, and the said Note was duly presented for Payment, and was dishonoured, whereof the Defendant had due Notice, but did not pay the same. Endorsee against Endorser of Note.

12. That the Plaintiff, on, *&c.* [*Date*], by his Bill of Exchange, now over-due, directed to the Defendant, required the Defendant to pay to the Plaintiff £ *Two* Months after Date, and the Defendant accepted the said Bill, but did not pay the same. Drawer against Acceptor of Bill.

13. That the Defendant, on, *&c.* [*Date*], by his Bill of Exchange directed to *A.*, required *A.* to pay to the Plaintiff £ [*Two*] Months after Date, and the said Bill was duly presented for Acceptance, and was dishonoured, of which the Defendant had due Notice, but did not pay the same. Payee against Drawer.

14. That the Plaintiff and Defendant agreed to marry one another, and a reasonable Time for such Marriage has elapsed, and the Plaintiff has always been ready and willing to marry the Defendant, yet the Defendant has neglected and refused to marry the Plaintiff. Breach of Promise of Marriage.

15. That

Warranty of a Horse.

15. That the Defendant, by warranting a Horse to be then sound and quiet to ride, sold the said Horse to the Plaintiff, yet the said Horse was not then sound and quiet to ride.

Upon a Lease for Rent.

16. That the Plaintiff let to the Defendant a House, No. 54, Baggot Street, for Seven Years, to hold from the Day of A.D. at £ a Year, payable quarterly, of which Rent Quarters are due and unpaid.

Upon a Covenant to repair.

17. That the Plaintiff by Deed let to the Defendant a House, No. 40, Great Britain Street, to hold for Seven Years from the Day of A.D. , and the Defendant by the said Deed covenanted with the Plaintiff well and substantially to repair the said House during the said Term [*according to the Covenant*], yet the said House was during the said Term out of good and substantial Repair.

For Wrongs independent of Contract.

Trespass to Land.

18. That the Defendant broke and entered certain Land of the Plaintiff, called the Big Field, and depastured the same with Cattle.

Assault, Battery, and false Imprisonment.

19. That the Defendant assaulted and beat the Plaintiff, gave him into Custody to a Policeman, and caused him to be imprisoned in a Police Office.

Criminal Conversation.

20. That the Defendant debauched and carnally knew the Plaintiff's Wife.

Wrongful Conversion of Goods.

21. That the Defendant converted to his own Use the Plaintiff's Goods; that is to say, Household Furniture [*or as the Case may be*].

Wrongful Detention of Property.

22. That the Defendant detained from the Plaintiff his Title Deeds of Land called Belmont, in the County of ; that is to say [*describe the Deeds*].

Diverting Water from a Mill.

23. That the Plaintiff was possessed of a Mill, and by reason thereof was entitled to the Flow of a Stream for working the same; and the Defendant, by cutting the Bank of the said Stream, diverted the Water thereof away from the said Mill.

Infringement of a Patent.

24. That the Plaintiff was the first and true Inventor of a certain new Manufacture, that is to say, of "certain Improvements in the Manufacture of Sulphuric Acid," and thereupon Her Majesty Queen Victoria, by Letters Patent under the Great Seal of England, granted the Plaintiff the sole Privilege to make, use, exercise, and vend the said Invention within Ireland for the Term of Fourteen Years from the Day of A.D. subject to a Condition that the Plaintiff should, within Six Calendar Months next after the Date of the said Letters Patent, cause to be enrolled in the High Court of Chancery an Instrument in Writing under his Hand and Seal, particularly describing and ascertaining the Nature of his said Invention, and in what Manner the same was to be and might be performed, and the Plaintiff did, within the Time prescribed, fulfil the said Condition, and the Defendant during the said Term did infringe the said Patent Right.

Defamation of Character.

25. That the Defendant falsely and maliciously spoke and published of the Plaintiff the Words following, that is to say, "he is a Thief;"

[*If there be any special Damage, here state it with such reasonable Particularity as to give Notice to the Defendant of the peculiar Injury complained of; for instance,*]

whereby the Plaintiff lost his Situation as Gamekeeper in the Employ of *A.*

26. That the Defendant falsely and maliciously printed and published of the Plaintiff, in a Newspaper called " ," the Words following, that is to say, "he is a regular Prover under Bankruptcies," the Defendant meaning thereby that the Plaintiff had proved and was in the habit of proving fictitious Debts against the Estates of Bankrupts, with the Knowledge that such Debts were fictitious.

Pleas in Actions on Contracts.

Denial of Debt.

27. That he never was lent the Money as alleged.

28. That he did not accept the Bill as alleged.

Denial of Deed.

29. That he never executed the alleged Deed.

Statute of Limitations.

30. That the alleged Cause of Action did not accrue within Six Years [*state the Period of Limitation applicable to the Case*] before this Suit.

31. That

31. That before Action he satisfied and discharged the Plaintiff's Claim by Payment of the said Sum of £50 in the Time and Manner herein endorsed. Payment.

32. That the Plaintiff at the Commencement of the Suit was and still is indebted to the Defendant in an Amount equal to the Plaintiff's Claim, for [*here state the Cause of Set-off as in a Summons and Plaint, see Forms ante*], which Amount the Defendant is willing to set-off against the Plaintiff's Claim. Set-off.

33. That after the alleged Claim accrued, and before this Suit, the Plaintiff by Deed released the Defendant therefrom. Release.

Pleas in Actions for Wrongs independent of Contract.

34. That he did not assault the Plaintiff as alleged. Not guilty.

35. That he did what is complained of by the Plaintiff's Leave. Leave and Licence.

36. That the Plaintiff first assaulted the Defendant, who thereupon necessarily committed the alleged Assault in his own Defence. Self-defence.

SCHEDULE D.

LAW FUND DUTIES ON PROCEEDINGS UNDER FOREGOING ACT.

	£	s.	d.
Affidavits	0	2	0
Attested Copy of any Pleading, Judgment, Affidavit, &c. &c., per Folio of 72 Words	0	0	4
Copy of any Rule	0	2	0
Rule or Order of every Description	0	2	0
Summons and Plaint, Defences, Demurrers, Consents for Judgment, and other Pleadings	0	2	0
Writs of Subpœna, Execution, and all other Writs whatsoever	0	2	0
Abstract for Nisi Prius	0	10	0
Report of Master	0	10	0
Requisition to enter Judgment, whether Final or Interlocutory, on Cognovit or otherwise, except a Final Judgment where Interlocutory Judgment has been already entered	0	10	0
Summons to tax Costs	0	2	0
Requisition to tax Costs not exceeding 20*l.*	0	2	0
Requisition to tax Costs not exceeding 50*l.*	0	5	0
Requisition to tax Costs not exceeding 100*l.*	0	10	0
Requisition to tax Costs exceeding 100*l.*	1	0	0

General Exemption from the foregoing Duties in respect of all Proceedings on behalf of Paupers admitted to sue or defend in formâ pauperis.

SCHE-

SCHEDULE E.

TABLE OF COSTS OF PROCEEDINGS UNDER THE FOREGOING ACT.

No. 1.—*Costs of Writ issued and served where Debt is settled within Six Days after Service.*

	£	s.	d.
Letter for Payment (when sent)	0	3	4
Instructions to proceed	0	6	8
Summons and Plaint, with Particulars, not less than	0	12	6
Stamp Duty and Parchment	0	2	3
Copy for Service	0	1	0
Service (if in Dublin)	0	5	0
	1	10	9

In Country Cases, Expense of Service to be allowed according to the Discretion of the Taxing Officer.

Costs of Affidavit of Service, and to verify, to be added, if Debt is not settled within Six Days after Service.

In Cases in which it shall appear to the Taxing Officer to be proper that the Plaint shall be settled by Counsel, the same may be allowed for as follows:—

Instructions to Counsel to settle, 1*s.* per Folio, say Six Folios	0	6	0
Fee to Counsel, not less than	0	10	6
Attendance on Counsel	0	6	8
	£2	13	11

No. 2.—*Defendant's Costs on Rule for Non-pros.*

	£	s.	d.
Instructions to defend	0	6	8
Term Fee	0	6	8
Search for Summons and Plaint	0	3	4
Drawing and engrossing Affidavit of Service	0	4	0
Stamp Duty	0	2	0
Rule to file same, Entry of	0	3	4
Stamp Duty on Rule	0	2	0
Like on Copy	0	2	0
Copy and Service	0	2	0
Drawing and engrossing Affidavit of Service	0	4	0
Stamp Duty	0	2	0
Signing	0	2	6
Fee on Execution	0	12	6
Stamp Duty	0	2	0
Parchment	0	0	3
Attendance with Writ	0	3	4
	£2	18	7

No. 3.—*Costs of Judgment by Default.*

	£	s.	d.
Letter for Payment	0	3	4
Instructions to proceed	0	6	8
Summons and Plaint, Fee on	0	12	6
Stamp Duty and Parchment	0	2	3
Copy for Service	0	1	0
Service (if in Dublin)	0	5	0
Affidavit of Service	0	4	0
Stamp Duty	0	2	0
Swearing	0	1	6
Signing by Attorney	0	2	6
Swearing Affidavit to verify	0	0	6
Term Fee	0	6	8
Search for Defence	0	3	4
Fee on marking Judgment	0	3	4
Engrossing Certificate of Parties	0	2	6
Signing and Parchment	0	2	9
Fee on Execution	0	12	6
Stamp Duty and Parchment	0	2	3
Attendance with Writ	0	3	4
Taxation of Costs	0	5	0
Stamp Duty on Requisition	0	2	0
	£4	4	11

No. 4.—*Costs of Trial at Nisi Prius and Judgment on Postea.*

	£	s.	d.
Letter for Payment	0	3	4
Instructions to proceed	0	6	8
Writ of Summons and Plaint	0	12	6
Stamp Duty and Parchment	0	2	3
Copy for Service	0	1	0
Service (if in Dublin)	0	5	0
Instructions to Counsel to settle Plaint, 1*s.* per Folio, say 10 Folios	0	10	0
Fee to Counsel	0	10	6
Attendance on Counsel	0	6	8
Term Fee	0	6	8
Copy Defence for Counsel	0	1	0
Draft Case to advise Proofs			
Fee to Counsel	2	2	0
Attending him	0	6	8
Notice of Trial, Copy, and Service	0	6	0
Attending Sheriff for Panel	0	3	4
Paid for Panel	0	1	0
Draft Abstract of Record	0	5	0
Copy for Service	0	1	0
Notice therewith, Copy, and Service	0	6	0
Engrossing Abstract, and Parchment	0	3	6
Stamp Duty	0	10	0
Attending Registrar with Abstract	0	3	4
Draft Brief for Trial, at 3*s.* 4*d.* per Sheet			
Two Copies thereof for Counsel			
Two Copies of Notice of Trial to annex	0	2	0

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Paid Fee to Senior Counsel			
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Attending Counsel with Briefs	0	6	8
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Fee on marking Judgment	0	3	4
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Certificate of Parties Names	0	2	6
Signing and Parchment	0	2	9
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Attendance with Writ	0	3	4
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Requisition to tax (under £50)	0	5	0
Attendance to lodge	0	3	4
Attending to tax	0	6	8
Summons, &c.	0	3	4
Stamp Duty	0	2	0
Certificate	0	0	1
£			

N.B.—The Taxing Officer shall be at liberty to allow for a Third Counsel in special Cases where the Number of Witnesses or other special Circumstances render it advisable; also to allow a Fee for settling a Defence Demurrer and other Pleadings and Abstract of Issues for Nisi Prius, when necessary.

CAP. CXIV.

An Act to extend the Municipal Boundaries of the Borough of *Belfast*, and to reduce the Scale of rating upon certain Property within the said Borough.

[20th *August* 1853.]

3 & 4 Vict. c. 108. 6 & 7 Vict. c. 93. 8 & 9 Vict. c. cxlii.

'WHEREAS an Act was passed in the Third and Fourth Years of the Reign of Her present Majesty, intituled *An Act for the Regulation of Municipal Corporations in* Ireland, which Act was amended by another Act passed in the Sixth and Seventh Years of the Reign of Her present Majesty, intituled *An Act to amend an Act of the Third and Fourth Years of Her present Majesty, for the Regulation of Municipal Corporations in* Ireland: And whereas a Local and Personal Act was passed in the Eighth and Ninth Years of the Reign of Her said Majesty, intituled *An Act for the Improvement of the Borough of* Belfast, which last-recited Act was amended by the Local and Personal Acts following, that is to say, Ninth and Tenth *Victoria*, Chapter Two hundred and ninety-four, Tenth and Eleventh *Victoria*, Chapter Two hundred and fifty-four, and Thirteenth and Fourteenth *Victoria*, Chapter One hundred and eight; and the said several Acts are now in operation in the Borough of *Belfast*: And whereas it is expedient that the Boundaries of the said Borough, as defined by the said first-recited Act, should be extended, and that the Boundaries of the several Wards into which the same is divided should be altered, and

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