

Status: This is the original version (as it was originally enacted).

SCHEDULE (A.)
REFERRED TO IN THE
FOREGOING ACT.

No. 1 Writ where the Defendant resides within the Jurisdiction

VICTORIA, by the Grace of God, &c.

To *C.D.* of _____ in the County of _____

We command you, That within Eight Days after the Service of this Writ on you, inclusive of the Day of such Service, you do cause an Appearance to be entered for you in Our Court of _____ in an Action at the Suit of *A.B.*; and take notice, that in default of your so doing the said *A.B.* may proceed therein to Judgment and Execution. Witness, &c.

Memorandum to be subscribed on the Writ.

N.B.—This Writ is to be served within (*Six*) Calendar Months from the Date thereof, or, if renewed, from the Date of such Renewal, including the Day of such Date, and not afterwards.

Indorsement to be made on the Writ before Service thereof.

This Writ was issued by *E.F.* of _____ Attorney for the said Plaintiff, or this Writ was issued in Person by *A.B.*, who resides at [mention the City, Town, or Parish, and also the Name of the Hamlet, Street, and Number of the House of the Plaintiff's Residence, if any such].

Indorsement to be made on the Writ after Service thereof.

This Writ was served by *X.Y.* on *L.M.* [the Defendant or One of the Defendants], on *Monday* the _____ Day of _____ 18 .
(Signed) *X.Y.*

No. 2 Writ where the Defendant, being a British Subject, resides out of the Jurisdiction

VICTORIA, by the Grace of God, &c.

To *C.D.* of _____ in the County of _____

We command you, That within [here insert a sufficient Number of Days within which the Defendant might appear, with reference to the Distance he may be at from England] Days after the Service of this Writ on you, inclusive of the Day of such Service, you do cause an Appearance to be entered for you in Our Court of _____ in an

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Action at the Suit of *A.B.*; and take notice, that in default of your so doing the said *A.B.* may, by Leave of the Court or a Judge, proceed therein to Judgment and Execution. Witness, &c.

Memorandum to be subscribed on the Writ.

N.B.—This Writ is to be served within (*Six*) Calendar Months from the Date thereof, or, if renewed, from the Date of such Renewal, including the Day of such Date, and not afterwards.

Indorsement to be made on the Writ before the Service thereof.

This Writ is for Service out of the Jurisdiction of the Court, and was issued by *E.F.* of _____ Attorney for the said Plaintiff, or this Writ was issued in Person by *A.B.*, who resides at [*mention the City, Town, or Parish, and also the Name of the Hamlet, Street, and Number of the House of the Plaintiff's Residence, if any such*].

The Indorsement required by the 8th Section should be made on this Writ, but should allow the Defendant the Time limited for Appearance to pay the Debt and Costs.

No. 3 Writ where the Defendant, not being a British Subject, resides out of the Jurisdiction

VICTORIA, by the Grace of God, &c.

To *C.D.* late of _____ in the County of _____

We command you, That within [*here insert a sufficient Number of Days within which the Defendant might appear, with reference to the Distance he may be at from England*] Days after Notice of this Writ is served on you, inclusive of the Day of such Service, you do cause an Appearance to be entered for you in Our Court of _____ in an Action at the Suit of *A.B.*; and take notice, that in default of your so doing the said *A.B.* may, by Leave of the Court or a Judge, proceed therein to Judgment and Execution. Witness, &c.

Memorandum to be subscribed on the Writ.

N.B.—Notice of this Writ is to be served within (*Six*) Calendar Months from the Date thereof, including the Day of such Date, and not afterwards.

Indorsements as in other Cases.

NOTICE of the foregoing Writ.

To *G.H.* late of [*Brighton in the County of Sussex*], or now residing at [*Paris in France*].

Take notice, That *A.B.* of _____ in the County of _____ England, has commenced an Action at Law against you *C.D.* in Her

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Majesty's Court of Queen's Bench, by a Writ of that Court, dated the _____ Day of _____ A.D. 18 ____; and you are required, within _____ Days after the Receipt of this Notice, inclusive of the Day of such Receipt, to defend the said Action, by causing an Appearance to be entered for you in the said Court to the said Action; and in default of your so doing the said *A.B.* may, by Leave of the Court or a Judge, proceed thereon to Judgment and Execution.

[Here state Amount of Claim as required by 8th Section, but allowing the Defendant the Time limited for Appearance to pay Debt and Costs.]

(Signed) *A.B.* of _____ &c.
or
E.F. of _____ &c.
Attorney for *A.B.*

No. 4 Special Indorsement

[After the Indorsement required by the 8th Section of this Act, this special Indorsement may be inserted.]

The following are the Particulars of Plaintiff's Claim :

	£	s.	d.
1849.—June 20. Half Year's Rent to this Day of House and Premises in _____ Street, Westminster - - -	25	10	0
Sept. 12. Ten Sacks of Flour at 40s. -	20	0	0
Dec. 1. Money received by Defendant -	17	0	0
	<hr/>		
	62	10	0
Paid - - -	15	0	0
	<hr/>		
Balance due - - -	£47	10	0

Or,

To Butchers Meat supplied between the 1st of January 1849 and the 1st of January 1850 - - - - -	£52
Paid - - - - -	20
	<hr/>
Balance - - - - -	£32

[If any Account has been delivered, it may be referred to, with its Date, or the Plaintiff may give such a Description of his Claim as in a Particular of Demand, so as to prevent the Necessity of an Application for further Particulars.]

Or,

£50 Principal and Interest due on a Bond dated the _____ Day
of _____ conditioned for the Payment of 100*l.*

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Or,

£90 Principal and Interest due on a Covenant contained in a Deed dated the Day of to pay 100*l.* and Interest.

Or,

A Penalty of 100*l.* under the Statute 55 Geo. III. c. 137.

Or,

£85 on a Bill of Exchange for 100*l.*, dated the 2d February 1849, accepted *or* drawn, *or* indorsed by the Defendant.

Or,

£50 on a Guarantee dated the 1st of January 1850, whereby the Defendant guaranteed the due Payment by *E.F.* of Goods supplied or to be supplied to him.

[*To any of the above may be added, in Cases where Interest is payable, "the Plaintiff also claims Interest on £ of the " above Sum from the Date of the Writ until Judgment."*]

N. B.—Take notice, That if a Defendant served with this Writ within the Jurisdiction of the Court do not appear according to the Exigency thereof, the Plaintiff will be at liberty to sign final Judgment for any Sum not exceeding the Sum above claimed [with Interest at the Rate specified], and the Sum of £ for Costs, and issue Execution at the Expiration of Eight Days from the last Day for Appearance.

No. 5

In the Queen's Bench :

On the Day of A.D. 1850.

[*Day of signing the Judgment.*]

England } *A.B.* in his own Person [*or*, by his Attorney]
to wit. } sued out a Writ of Summons against *C.D.*, indorsed according to the "Common Law Procedure Act, 1852," as follows :

[*Here copy Special Indorsement.*]

And the said *C.D.* has not appeared : Therefore it is considered that the said *A.B.* recover against the said *C.D.* £ together with £ for Costs of Suit.

No. 6

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In the Queen's Bench :
The Day of in the Year of our
 Lord 18 .
Yorkshire } Whereas *A.B.* has sued *C.D.*, and affirms, and
to wit. } denies.

[*Here state the Question or Questions of Fact to be tried.*]

And it has been ordered by the Hon. Mr. Justice ,
according to "The Common Law Procedure Act, 1852," that the
said Question shall be tried by a Jury: Therefore let the same be
tried accordingly.

No. 7 Form of Rule or Summons where a Judgment Creditor applies for Execution against a Judgment Debtor

[*Formal Parts as at present.*]

C.D. show Cause why *A.B.* [*or as the Case may be*] should not be
at liberty to enter a Suggestion upon the Roll in an Action wherein
the said *A.B.* was Plaintiff and the said *C.D.* was Defendant, and
wherein the said *A.B.* obtained Judgment for £ against
the said *C.D.* on the Day of , that it manifestly
appears to the Court that the said *A.B.* is entitled to have Execution
of the said Judgment, and to issue Execution thereupon, and why the
said *C.D.* should not pay to the said *A.B.* the Costs of this Applica-
tion, to be taxed.

[*Note.—The above Form may be modified so as to meet the Case
of an Application by or against the Representative of a Party to the
Judgment.*]

No. 8 Form of Suggestion that the Judgment Creditor is entitled to Execution against the Judgment Debtor.

And now on the Day of it is suggested
and manifestly appears to the Court, that the said *A.B.* [*or C.D.*, as
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.*, *or 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 Execu-
tion 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. 9 Form of Writ of Revivor

No. 13 EJECTMENT. Form of Writ

VICTORIA, &c., to X., Y., Z., and all Persons entitled to defend the Possession of [describe the Property with reasonable Certainty] in the Parish of _____ in the County of _____ to the Possession whereof A., B., and C., some or One of them, claim to be [or to have been on and since the _____ Day of A.D. _____] entitled, and to eject all other Persons therefrom: These are to will and command you, or such of you as deny the alleged Title, within Sixteen Days after Service hereof, to appear in Our Court of _____ to defend the said Property, or such Part thereof as you may be advised; in default whereof Judgment may be signed, and you turned out of Possession.

Witness, &c.

No. 14 Judgment in Ejectment in case of Non-appearance

In the Queen's Bench:

The _____ Day of _____ 18 .
[Date of Writ.]

Lancashire } On the Day and Year above written, a Writ of our Lady
to wit. } the Queen issued forth of this Court in these Words;
that is to say,

VICTORIA, by the Grace of God [here copy the Writ]; and no Appearance has been entered or Defence made to the said Writ: Therefore it is considered that the said [here insert the Names of the Persons in whom Title is alleged in the Writ] do recover Possession of the Land in the said Writ mentioned, with the Appurtenances.

No. 15

In the Queen's Bench:

On the _____ Day of _____ A.D. 18 .

Cumberland } On the Day and Year above written, a Writ of our Lady
to wit. } the Queen issued forth of this Court, in these Words;
that is to say,

VICTORIA, by the Grace of God [here copy the Writ]; and C.D. has, on the _____ Day of _____ appeared by 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 has been entered or Defence made to the said Writ, except as to the said Part: Therefore it is considered that the said A.B. [the Claimant] 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. 16

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In the Queen's Bench :

On the Day of A.D. 18 .

Cumberland } On the Day and Year above written, a Writ of our Lady
to wit } the Queen issued forth of this Court, in these Words ;
that is to say,

VICTORIA, by the Grace of God [*here copy the Writ*] ; and C.D.
has, on the Day of appeared by
his Attorney [*or in Person*], to the said Writ, and defended for the
whole of the Land therein mentioned : Therefore let a Jury come,
&c.

No. 17

Afterwards on the Day of A.D.
before and Justices of our Lady the Queen
assigned to take the Assizes in and for the within County, come the
Parties within mentioned ; and a Jury of the said County being
sworn to try the Matters in question between the said Parties, upon
their Oath say, that A.B. [*the Claimant*] within mentioned, on
the Day of A.D. was.
and still is, entitled to the Possession of the Land within mentioned,
as in the Writ alleged : Therefore, &c.

No. 18

In the Queen's Bench :

On the Day of 18 .

[*Date of Writ.*]

Lancashire } On the Day and Year above written, a Writ of our Lady
to wit. } the Queen issued forth of this Court, in these Words ;
that is to say,

VICTORIA, by the Grace of God [*here copy the Writ*] ; and C.D.
has, on the Day of appeared by
his Attorney [*or in Person*] to the said Writ, and A.B. has discon-
tinued 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. 19

In the Queen's Bench :

The Day of 18 .

[*Date of Writ.*]

Lancashire } On the Day and Year above written, a Writ of our Lady
to wit. } the Queen issued forth of this Court, in these Words ;
that is to say,

VICTORIA, by the Grace of God [*here copy the Writ*] ; and *C.D.*
has, on the Day of appeared by
his Attorney [*or in Person*] to the said Writ, and *A.B.* has failed to
proceed to Trial, although duly required so to do : Therefore it is
considered that the said *C.D.* be acquitted, and that he recover
against the said *A.B.* £ for his Costs of Defence.

No. 20

In the Queen's Bench :

The Day of 18 .

[*Date of Writ.*]

Lancashire } On the Day and Year above written, a Writ of our Lady
to wit. } the Queen issued forth of this Court, in these Words ;
that is to say,

VICTORIA, by the Grace of God [*here copy the Writ*] ; and *C.D.*
has, on the Day of appeared by
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. 21

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- Money received. 5. Money received by the Defendant for the Use of the Plaintiff.
- Account stated. 6. Money found to be due from the Defendant to the Plaintiff on Accounts stated between them.
- For an Estate sold. 7. A Messuage and Lands sold and conveyed by the Plaintiff to the Defendant.
- For Goodwill. 8. The Goodwill of a Business of the Plaintiff, sold and given up by the Plaintiff to the Defendant.
- For the Use of a House and Land. 9. The Defendant's Use, by the Plaintiff's Permission, of Messuages and Lands of the Plaintiff.
- For the Use of a Fishery. 10. The Defendant's Use, by the Plaintiff's Permission, of a Fishery of the Plaintiff.
- For Copyhold Fines. 11. Fines payable by the Defendant as Tenant of Customary Tenements of the Manor of _____ to the Plaintiff as Lord of the said Manor, for the Admission of the Defendant into the said Customary Tenements.
- For Hire of Goods, &c. 12. The Hire of [*as the Case may be*], by the Plaintiff let to hire to the Defendant.
- For Freight. 13. Freight for the Conveyance by the Plaintiff for the Defendant at his Request of Goods in Ships.
- For Demurrage. 14. The Demurrage of a Ship of the Plaintiff kept on Demurrage by the Defendant.
- Payee against Maker of Note. 15. 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.
- Indorsee against Indorser of Note. 16. 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 indorsed 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.
- Drawee against Acceptor of Bill. 17. 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.
- Payee against Drawer. 18. 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.
- Breach of Promise of Marriage. 19. That the Plaintiff and Defendant agreed to marry one another, and a reasonable Time for such Marriage has elapsed, and the Plaintiff

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has always been ready and willing to marry the Defendant, yet the Defendant has neglected and refused to marry the Plaintiff.

20. That the Plaintiff and Defendant agreed to marry one another on a Day now elapsed, and the Plaintiff was ready and willing to marry the Defendant on that Day, yet the Defendant neglected and refused to marry the Plaintiff.

21. 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. Warranty of a Horse.

22. That the Plaintiff and the Defendant agreed by Charter-party, that the Plaintiff's Ship called the "Ariel" should with all convenient Speed sail to R., or so near thereto as she could safely get, and that the Defendant should there load her with a full Cargo of Tallow or other lawful Merchandise, which she should carry to H., and there deliver, on Payment of Freight £ per Ton, and that the Defendant should be allowed Ten Days for loading, and Ten for Discharge, and Ten Days for Demurrage, if required, at £ per Day; and that the Plaintiff did all Things necessary on his Part to entitle him to have the agreed Cargo loaded on board the said Ship at R., and that the Time for so doing has elapsed, yet the Defendant made default in loading the agreed Cargo. For not loading, pursuant to Charter-party.

23. That the Plaintiff let to the Defendant a House, No. 401, Piccadilly, 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 Lease for Rent.

24. That the Plaintiff by Deed let to the Defendant a House, No. 401, Piccadilly, 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. Upon a Covenant to repair.

For Wrongs independent of Contract.

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

26. 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. Assault, Battery, and false Imprisonment.

27. That the Defendant debauched and carnally knew the Plaintiff's Wife. Criminal Conversation.

28. That the Defendant converted to his own Use, or wrongfully deprived the Plaintiff of the Use and Possession of the Plaintiff's Goods; that is to say, Iron, Hops, Household Furniture [*or as the Case may be*]. Wrongful Conversion of Goods.

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Wrongful Detention of Property, &c. 29. 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. 30. 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. 31. 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 England 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. 32. 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.

33. 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.

COMMENCEMENT OF PLEA.

34. The Defendant by _____ his Attorney [or in Person] says [here state the Substance of the Plea].

35. And for a Second Plea the Defendant says [here state the Second Plea].

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Pleas in Actions on Contracts.

36. That he never was indebted as alleged. Denial of Debt.
[*This Plea is applicable to Declarations like those numbered 1 to 14.*]
37. That he did not promise as alleged. Denial of Contract.
[*This Plea is applicable to other Declarations on Simple Contracts, not on Bills and Notes, such as those numbered 19 to 22. It would be unobjectionable to use “did not warrant,” “did not agree,” or any other appropriate Denial.*]
38. That the alleged Deed is not his Deed. Denial of Deed.
39. That the alleged Cause of Action did not accrue within Six Years [state the Period of Limitation applicable to the Case] before this Suit. Statute of Limitations.
40. That before Action he satisfied and discharged the Plaintiff's Claim by Payment. Payment.
41. That the Plaintiff at the Commencement of this 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 Declaration; see Forms ante], which Amount the Defendant is willing to set off against the Plaintiff's Claim. Set-off.
42. 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.

43. That he is not guilty. Not guilty.
44. That he did what is complained of by the Plaintiff's Leave. Leave and Licence.
45. That the Plaintiff first assaulted the Defendant, who thereupon necessarily committed the alleged Assault in his own Defence. Self-defence.
46. That the Defendant, at the Time of the alleged Trespass, was possessed of Land the Occupiers whereof for Twenty Years before this Suit enjoyed as of Right and without Interruption a Way on Foot and with Cattle from a public Highway over the said Land of the Plaintiff to the said Land of the Defendant, and from the said Land of the Defendant over the said Land of the Plaintiff to the said public Highway, at all Times of the Year, for the more convenient Occupation of the said Land of the Defendant, and that the alleged Trespass was a Use by the Defendant of the said Way. Right of Way.
47. That the Defendant, at the Time of the alleged Trespass, was possessed of Land, the Occupiers whereof for Thirty Years before this Suit enjoyed as of Right and without Interruption, Common of Pasture over the said Land of the Plaintiff for all their Cattle, levant and couchant, upon the said Land of the Defendant, at all Times of the Year, as to the said Land of the Defendant appertaining, and that the alleged Trespass was a Use by the Defendant of the said Right of Common. Right of Common.

