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

No. 1Writ 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. 2Writ 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 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. 3Writ 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

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	Sc.
	or	
	E.F. of	&c.
	Attorney f	or <i>A.B.</i>

## No. 4Special 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 C	laii	n:			
1849June 20. Half Year's Rent to this Da	y	£	8.	d.	
of House and Premises in					
Street, Westminster	-	<b>25</b>	10	0	
Sept. 12. Ten Sacks of Flour at 40s.	-	20	0	0	
Dec. 1. Money received by Defendant	-	17	0	0	
		÷			
		62	10	0	
Paid	-	15	0	0	
		·		•	
Balance due -	- 1	£47	10	0	
Or,				·	
To Dutchen Most supplied between the let of	To		<del></del> 19	240	

To Butchers Meat supplied between the 1st of January 1849 and the 1st of January 1850 - - -  $\pounds 52$ 

Paid	-	-	-	<b>20</b>
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.]

£50 Principal and Interest due on a Bond dated the Day of conditioned for the Payment of 100*l*. Status: This is the original version (as it was originally enacted). This item of legislation is currently only available in its original format.

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% under the Statute 55 Geo. III. c. 137.

Or,

£85 on a Bill of Exchange for 100l, 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  $\mathcal{L}$  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  $\mathscr{L}$ 

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] 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.  $\mathscr{L}$  together with  $\mathscr{L}$  for Costs of Suit.

No. 6

Status: This is the original version (as it was originally enacted). This item of legislation is currently only available in its original format.

In the Queen's Bench : The Day of Lord 18.

in the Year of our

 $\begin{array}{c} \text{Yorkshire} \\ \text{to wit.} \end{array} \} \begin{array}{c} \text{Whereas } A.B. \text{ has sued } C.D., \text{ and} \\ \text{denies.} \end{array} \qquad \text{affirms, and} \\ \end{array}$ 

## [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. 7Form 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  $\mathscr{L}$  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 Application, 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. 8Form 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 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. 9Form of Writ of Revivor

greeting. VICTORIA, by the Grace of God, &c., to E.F. of We command you that, within Eight Days after the Service of this Writ upon you, inclusive of the Day of such Service, you appear in to show Cause why A.B. [or C.D., as Exeour Court of cutor of the last Will and Testament of the said A.B. deceased, or as the Case may be,] should not have Execution against you [if against a Representative, here insert, as Executor of the last Will deceased, or as the Case may be] of and Testament of a Judgment whereby the said A.B. [or as the Case may be] on in the said Court recovered Day of the ; and take against you [or as the Case may be] £ notice, that in default of your so doing the said A.B. [or as the Case may be] may proceed to Execution.

Witness, &c.

## No. 10

In the Queen's Bench:

The Day of in the Year of our Lord 18 . [The Day of lodging Note of Error.]

A.B. and C.D.

The

The Plaintiff [or Defendant] says that there is Error in Law in the Record and Proceedings in this Action; and the Defendant [or Plaintiff] says that there is no Error therein.

(Signed) A.B., Plaintiff.

[or C.D., Defendant.]

[or E.F., Attorney for Plaintiff or Defendant.]

No. 11

Day of in the Year of our Lord 18

[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. 12

In the Queen's Bench :

Day of in the Year of our Lord 18.

[The Day of lodging Note of Error.]

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

The

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. 13EJECTMENT.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 theDay of ] entitled, and to eject all other Persons therefrom: A.D. 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. 14Judgment 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. I 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

## A.D. 18

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

Day of

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. Status: This is the original version (as it was originally enacted). This item of legislation is currently only available in its original format.

In the Queen's Bench: On the Day of A.D. 18 Cumberland to wit On the Day and Year above written, a Writ of our Lady 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

Day of A.D. Afterwards on the Justices of our Lady the Queen before and 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 A.D. Day of was. the 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. On 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 discontinued the Action: Therefore it is considered that the said C.D. be acquitted, and that he recover against the said  $A.B. \pounds$ 

for his Cost of Defence.

No. 19

In the Queen's Bench : The Day of 18 . [Date of Writ.]

Lancashire to wit. } On the Day and Year above written, a Writ of our Lady 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.  $\pounds$  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. So 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  $\pounds$  for Costs.

No. 21

In the Queen's Bench: The Day of A.D. 18 . [Date of Writ.]

Yorkshire to wit. On the Day and Year above written, a Writ of our Lady the Queen issued forth of this Court, with a Notice thereunder written, the Tenor of which Writ and Notice follows in these Words; that is to say,

[Here copy the Writ and Notice, which latter may be as follows:]

" Take notice, That you will be required, if ordered by the Court " or a Judge, to give Bail by yourself and Two sufficient Sureties, " conditioned to pay the Costs and Damages which shall be recovered " in this Action."]

And C.D. has appeared by his Attorney [or in Person] to the said Writ, and has been ordered to give Bail, pursuant to the Statute, and has failed so to do: Therefore it is considered that the said [here insert Name of Landlord] do recover Possession of the Land in the said Writ mentioned, with the Appurtenances, together with  $\neq$  for Costs of Suit.